



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JANUARY 21, 2025, 5:30 PM**

The City of Porterville provides access to view city council meetings electronically. Please note that this service is offered as a courtesy and may not always be accessible to the public. To ensure the opportunity to participate in public comments and scheduled public hearings, individuals must attend in person.

This meeting will be available for viewing via YouTube at
<https://www.youtube.com/@cityofporterville4149> ,

and via **Zoom** using the following information:
<https://us06web.zoom.us/j/84691740739?pwd=ED0IQANCrGcwq8BI2sFRYaaHnT9cgo.1>

Or via Telephone: +1 669 900 6833 Webinar ID: 846 9174 0739 Passcode: 163669

Please direct any questions to the Office of City Clerk at 559-782-7464.

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 260-300-034. Agency Negotiator: Jason Ridenour. Negotiating Parties: City of Porterville and Self-Help Enterprises. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.8 - Conference with Real Property Negotiators/Property: APN: A portion of APN 253-171-004. Negotiating Parties: City of Porterville and Sam Zenz. Under Negotiation: Terms and Price.

3 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Sell, Gary Lee Jr. v. City of Porterville, et al., Tulare County Superior Court Case No. VCU313488.

4 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Sousa, Vanessa v. City of Porterville, et al., Tulare County Superior Court Case No. PCU315141

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

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

7 - Government Code Section 54957 - Public Employee Appointment/Employment: Title: City Manager

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

Pledge of Allegiance Led by Mayor Meister

Invocation

PRESENTATIONS

Homecoming Queen and Her Court
Employee Service Awards

ORAL COMMUNICATIONS

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

REPORTS

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

- I. City Commission and Committee Meetings
 - 1. Parks & Leisure Services Commission - January 2, 2025 (Cancelled)
 - 2. Library & Literacy Commission - January 14, 2025
 - 3. Arts Commission
 - 4. Animal Control Commission - January 9, 2025
 - 5. Youth Commission - January 08, 2025
 - 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 - 1. Water Conservation Phase IV Status Update - December 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 December 17, 2024**
Re: Considering approval of the City Council draft Minutes of December 17, 2024.
2. **Crime Prevention / Juvenile Diversion Police Vehicle Purchase**
Re: Consideration to authorize staff to purchase one police vehicle at a cost of \$65,000, plus tax, license, and applicable fees, along with the upfit of equipment and a 10% contingency for the total purchase of this vehicle.
3. **Authorization to Purchase Hydraulic Pump and Control Manifold**
Re: Consideration to authorize the purchase of a hydraulic pump and control manifold for a residential side loader from One Source Parts at a cost not to exceed \$8,974.
4. **Authorization to Purchase Two (2) Battery-Electric Shuttle Vans from Model 1**
Re: Consideration to approve the purchase of two (2) battery-electric shuttle vans from Model 1 through the CalACT/MBTA Cooperative Purchasing Program (RFP #20-01) for a total amount not to exceed \$243,870.
5. **Authorization for Transit Bus Engine Repair**
Re: Considering approval of the transit bus engine repair by E. M. Tharp at a cost not to exceed \$27,310.
6. **Consideration of Purchase and Sale Agreement with Del Oro Water Company for acquiring the Grandview Gardens and East Plano water systems.**
Re: Consideration of Purchase and Sale Agreement with Del Oro Water Company for acquiring the Grandview Gardens and East Plano water systems for the appraised value of \$301,000.
7. **Approval to Renew Adobe Acrobat Pro and Adobe Creative Cloud Subscriptions**
Re: Consideration to approve the renewal of Adobe Acrobat Pro and Adobe Creative Cloud from CDW-G for a term of one year in the amount of \$7,322.23.
8. **Authorization to Renew Contract for GIS Imagery Base Mapping**
Re: Consideration to authorize staff to enter into a 3-year term Agreement with Nearmap for imagery GIS integration at a cost not to exceed \$ 32,175.
9. **Consideration of License Agreement Renewal Between the City of Porterville and Community Services Employment Training CSET**
Re: Consideration to authorize the renewal of the Agreement with CSET for an additional five (5) years, for the use of property located at 280 N. Fourth Street.
10. **Authorization to Award Contract for Two Mini Side Load Refuse Trucks**
Re: Consideration to award a contract to Ray Gaskin Service for the procurement of two mini side-load refuse trucks in the amount of \$406,457.
11. **City Easement Conveyance to Southern California Edison**

Re: Consideration to accept SCE's request to have the City convey an easement for the installation and maintenance of a battery energy storage system (BESS), microgrid controllers, and related facilities at the eastern end of the property located at approximately 1322 W. Grand Avenue and to grant an easement to SCE for APN: 251-350-028.

12. Authorization to Rescind Resolution No. 84-2024 and Approve Updated FY 23/24 TDA Resolution

Re: Consideration of a request to rescind Resolution No. 84-2024 and approve an updated resolution revising the Fiscal Year 2023-24 Transportation Development Act (TDA) claims to reflect adjusted allocations for the City of Porterville and the Tulare County Regional Transit Agency.

13. Consideration to Rescind the Approved Side Letter Agreement for the Management Confidential Series

Re: Considering the rescission of the side letter agreement that amended the Employee Pay and Benefit Plan for Management & Confidential Series.

14. CDBG Citizens' Advisory and Housing Opportunity Committee

Re: Considering the appointment of existing Committee members to the Citizens' Advisory and Housing Opportunity Committee for a one-year term.

15. Police Firing Range Cooperative Agreement with Farmersville Police Department

Re: Consideration to approve a Cooperative Agreement with Farmersville Police Department to utilize the Porterville Police Department firing range for training and qualifications of their personnel, for the period of 07/01/25, through 06/30/28.

16. Status Report - Developer Impact Fees

Re: Consideration to accept the Status Report on Developer Impact Fees for the fiscal year ended June 30, 2024.

17. Consideration of Community Civic Event - Porterville Kiwanis - Valentine's Vendor Market - February 9, 2025

Re: Consideration to approve the Community Civic Event application submitted by Porterville Kiwanis Club to hold the Valentine's Vendor Market on Sunday, February 9, 2025, from 10:00 AM to 5:00 PM at Veterans Park.

18. 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

19. Family Healthcare Network-Annexation 490 and Conditional Use Permit (CUP)

Re: A public hearing to receive public comments, and consider the adoption of a draft resolution requesting that the Tulare Local Agency Formation Commission (LAFCo) initiate proceedings for the annexation of land located across the street from 1133 and 1137 W. Poplar Avenue, on the southwest corner of State Route 190

and S. Prospect Street for the development of a parking facility for Family Health Care Network.

- 20. Extra Mile Chevron Modification of Conditional Use Permit (CUP)**
Re: A public hearing to receive public comments, and consider the adoption of a draft resolution approving Modification No. 1 to Conditional Use Permit (PRC 2020-027-C) for a Type 21 Off-sale alcohol license for Extra Mile Chevron located at 1043 W. Olive Avenue.
- 21. Approval of the Analysis of Impediments to Fair Housing Choice and Citizen Participation Plan**
Re: A public hearing to receive public comments, and consider a resolution adopting the 2025 Analysis of Impediments to Fair Housing Choice and consideration of the Citizen Participation Plan.
- 22. Consideration of the Adoption of Updated Parks Impact Fees**
Re: Conduct a public hearing to receive public comments and consider adopting the Parks Development Impact Fee and Quimby Act Fee for residential development or adopting and Implementing the Parks Development Impact Fee and Quimby Act fee for residential and non-residential development.

SECOND READINGS

- 23. Second Reading - Ordinance No. 1909, Amending Series 200, Series 300, and Series 700 of the Porterville Development Ordinance**
Re: Amending Series 200, Series 300, and Series 700 of the Porterville Development Ordinance to ease regulations and provide consistency with State Laws regarding housing and planning regulations.

SCHEDULED MATTERS

- 24. Consideration of the Establishment of a Charter Review Committee**
Re: Considering the formation, charge, scope, composition and appointment method of a Charter Review Committee for possible amendments to be considered on the November 3, 2026 ballot.
- 25. Consideration of the Establishment of an Ad Hoc Heritage Committee**
Re: Considering the formation, charge, scope, and composition of an Ad Hoc Heritage Committee, to assist the City Council with the planning of celebrations and signage commemorating the 250th anniversary of the signing of the Declaration of Independence and the 100-year anniversary of the filing of the City of Porterville City Charter.
- 26. Consideration of the Establishment of a Downtown Porterville Committee**
Re: Considering the formation, charge, scope, and composition of a Downtown Porterville Committee, to serve in an advisory capacity to the City Council in matters pertaining to Downtown Porterville.
- 27. Consideration of Sponsorship of Porterville Girls Fastpitch**
Re: Consideration to approve a draft resolution authorizing an allocation of \$2,500 from the City's Special Purposes Reserve Fund for FY 2024/2025 to Sponsor Porterville Girls Fastpitch.

28. Consideration to Amend Athletic Field Use Policy

Re: Consideration to amend the city sports field use policy regarding fees.

29. Consideration of Employment Agreement Between the City of Porterville and Jason Ridenour

Re: Council consideration of the Employment Agreement Between the City of Porterville and Jason Ridenour for the position of Interim City Manager commencing December 31, 2024, with a monthly salary of \$16,700.00.

AB 1234 REPORTS

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

1. Tule River Improvement JPA - January 6, 2025
2. Local Initiatives Navigation Center Committee (LINC) - January 8, 2025
3. Eastern Tule Groundwater Sustainability Agency (ETGSA) - January 9, 2025
4. Cannabis Committee - January 13, 2025
5. Mighty 190 Committee - January 13, 2025
6. Tulare County Task Force on Homelessness - January 15, 2025
7. Porterville Area Development Authority Meeting - January 17, 2025
(Cancelled)

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of February 4, 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, requesting electronic participation as an accommodation, 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 N. Main Street, Porterville, CA 93257, and on the City's website at www.ci.porterville.ca.us.



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: 1. Water Conservation Phase IV Status Update - December 2024

SOURCE: Public Works

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

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

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 each day the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City will respond to enforcement by issuing a Notice of Violation for all witnessed occurrences, and staff will process all reported issues. Enforcement statistics for December 2024 show that four (4) notices of violations were issued for water waste, and one (1) administrative citation was issued.

Water production for December 2024 shows a seven percent (7%) decrease from the five-year average. The monthly production for December was 182 million gallons, which is a seven percent (7%) decrease compared to December 2013, when it was 194 million gallons. Residential consumption for December 2024 was 66 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will evaluate conservation totals in two formats: 1) Calculate the cumulative conservation totals for production as compared to production in 2013, and 2) Calculate cumulative conservation totals in relation to GPCD in efforts to evaluate population growth impacts on

production as compared to 2013. The cumulative total production for the City of Porterville's conservation efforts will be reflected from December 2015 through December 2024. Porterville's cumulative total production conservation through December 2024 is twenty percent (20%). The cumulative total of GPCD for the City of Porterville's conservation efforts will be reflected from December 2015 through December 2024. Porterville's cumulative total GPCD conservation through December 2024 is twenty-five percent (25%).

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

The State Water Board requires monthly reporting to track what agencies are doing and how they perform throughout the year. Proposed permanent regulations will require agency reporting to continue monitoring urban water conservation performance with a preparedness to implement conservation standards as necessary. In 2018, the California State Legislature enacted Senate Bill (SB) 606 and Assembly Bill (AB) 1668 to establish guidelines for efficient urban water use and a framework for the implementation and oversight of new efficiency standards. On July 3, 2024, the State Water Resources Control Board adopted Resolution No. 2024-0019 to make Conservation a California Way of Life. Making Conservation a California Way of Life is a new way of managing urban water use. The State Water Board will consider a regulation that establishes unique efficiency goals for each Urban Retail Water Supplier in California and provides those suppliers with flexibility to implement locally appropriate solutions. As part of the state's all-of-the-above strategy to expand storage, develop new water supplies, and promote more efficient water use, this regulation seeks to cultivate long-term practices that help communities adapt to California's ongoing water challenges. The proposed regulation will lessen the need for the emergency water use reduction targets that were important in recent droughts. With this new resolution, it is a requirement to track indoor residential water use, which staff is currently in the process of implementing.

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Monthly Production Status December 2024
2. Monthly Production Status GPCD December 2024
3. Drought Response Phase IV Flyer

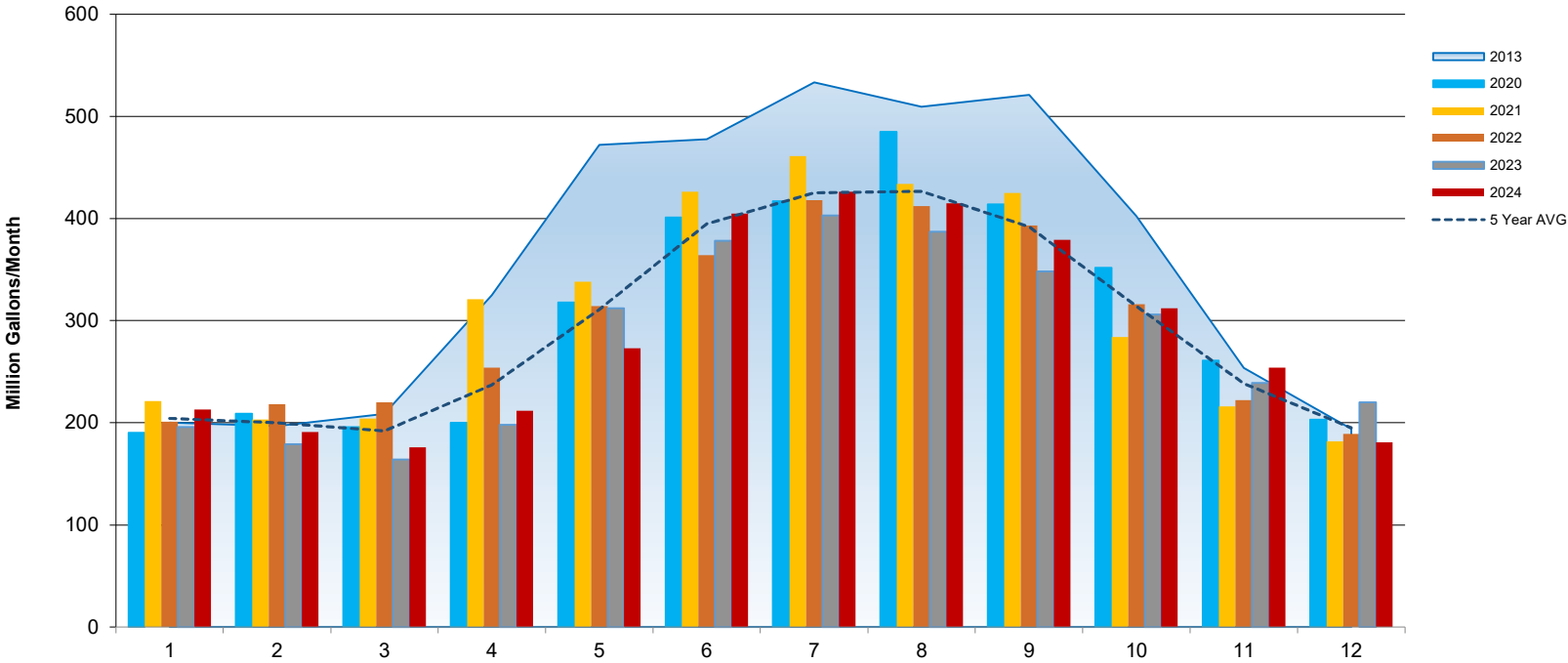
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Jason Ridenour, Interim City Manager

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

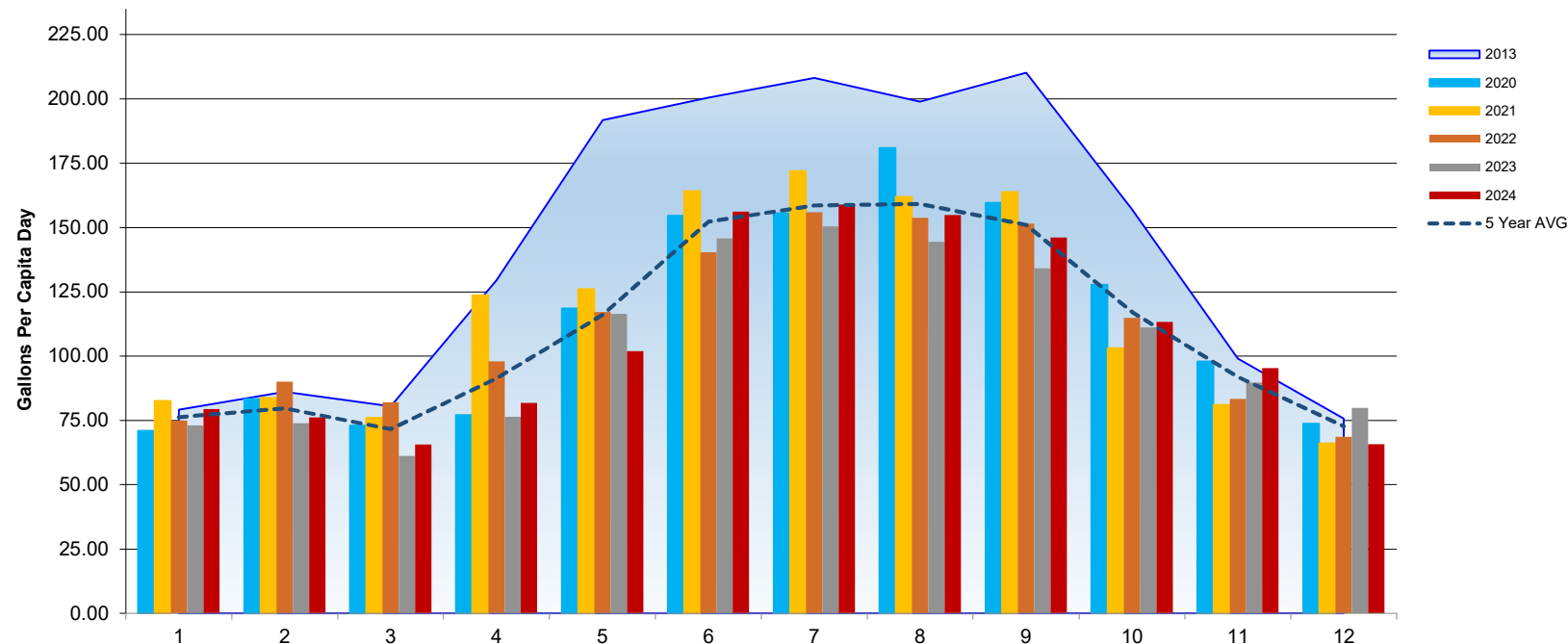


Production Cumulative Total 20%

2020	-5%	6%	-6%	-38%	-33%	-16%	-22%	-5%	-21%	-13%	3%	5%
2021	11%	3%	-2%	-1%	-28%	-11%	-14%	-15%	-18%	-29%	-15%	-6%
2022	0%	11%	5%	-22%	-33%	-24%	-22%	-19%	-25%	-21%	-13%	-3%
2023	-2%	-14%	-31%	-39%	-34%	-21%	-24%	-24%	-33%	-20%	-6%	13%
2024	6%	-3%	-16%	-35%	-42%	-15%	-20%	-18%	-27%	-22%	-1%	-7%

Percent Comparison to 2013 Production

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



GPCD

Cumulative Total 25%

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

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Approval of Draft Minutes of December 17, 2024

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of December 17, 2024.

RECOMMENDATION: That the Council approve the draft Minutes of December 17, 2024.

ATTACHMENTS: 1. Draft Minutes of December 17, 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
DECEMBER 17, 2024, 5:30 PM**

Call to Order at 5:30 p.m.

Roll Call: Council Member AJ Rivas, Council Member Stan Green,
Vice Mayor Ed McKervey, Mayor Greg Meister

Absent: Council Member Raymond Beltran

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: 260-300-034. 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 54956.8 - Conference with Real Property Negotiators/Property: APNs: 53-160-064, 253-160-065, 253-160-069, 253-160-070, 261-125-018, 261-125-019, And 261-125-020. Agency Negotiator: Jason Ridenour. Under Negotiation: Terms and Price.

3 - Government Code Section 54957.6 – Conference with Labor Negotiators: Jason Ridenour and Yuliana Andrade. Employee Organization: Management and Confidential Series.

4 - 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.

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

6 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One (1) case.

7 - Government Code Section 54957 - Public Employee Appointment/Employment: Title: City Manager, Interim City Manager.

8 - Government Code Section 54957.6 - Conference with Labor Negotiator. Agency Negotiator: Mayor Greg Meister. Employee Organization: Unrepresented Management - Interim City Manager.

**6:37 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION
TAKEN IN CLOSED SESSION**

City Manager Patrice Hildreth reported on reportable action pertaining to A-4, as follows:

- A-4. On a MOTION made by Mayor Greg Meister, and SECONDED by Vice Mayor Ed McKervery the City Council unanimously approved a settlement agreement with Tulare County Regional Transit Agency (TCRTA), for TCRTA to repay a loan from the city and pay for services performed by the city for the total amount of \$2,973,468.74.

AYES: Rivas, Green, McKervery, Meister

NOES: None

ABSTAIN: None

ABSENT: Beltran

Documentation: M.O. 01-121724

Disposition: Approved.

The Pledge of Allegiance was led by Mayor Meister.

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

PRESENTATIONS

Employee of the Month - Aileen Calderon

ORAL COMMUNICATIONS

- Edith La Vonne, Porterville, addressed the City Council regarding the retirement of City Manager Patrice Hildreth and expressed that the council has much to learn.
- Suzanna, Porterville, spoke about a violation of a city ordinance that she had encountered and expressed her hope that the City could assist her in resolving the issue.
- Taha Saleh, Porterville Chamber of Commerce, provided the council with the Porterville Chamber of Commerce updates.

REPORTS

I. City Commission and Committee Meetings

1. Parks & Leisure Services Commission - December 5, 2024

Commissioner Arlene Pena reported on several events, including the Youth Basketball League, Adult Flag Football League, Zalud House Candlelight Tours, Senior Christmas Luncheon, Christmas Home Decorating Contest, New Year's Eve Gala, and Virtual Bingo.

2. Library & Literacy Commission - December 10, 2024

Commissioner Edith La Vonne provided an update on participation statistics for various events held in November. These events included Virtual Story Time, the

Adult Book Club, Bilingual Story Time, Family Literacy Services, Bring Your Game Day, the Young Adult Book Club, the Thousand Books Before Kindergarten Challenge, International Game Day, and several other activities.

3. Arts Commission – No report was provided.

4. Animal Control Commission – No report was provided.

5. Youth Commission - December 11, 2024

Commissioner Austin Muirhead stated that the commission has held several meetings to outline its goals and objectives for the upcoming year. These goals focus on environmental advocacy, self-care, support for local businesses, city preservation, and youth employment opportunities.

Commissioner Ezeute Leon mentioned that a potential goal of the commission is to adopt a section of the garden at the Zalud House. Other goals include creating an inspirational social media video for teens, supporting the local animal shelter, promoting youth employment programs, and organizing cleanup events. The commission also aims to volunteer and assist local businesses.

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

II. Staff Informational Reports

1. Water Conservation Phase IV Status Update - November 2024

CONSENT CALENDAR

Item No. 11 was pulled for further discussion at the request of Mayor Meister.

COUNCIL ACTION: MOVED by Vice Mayor Ed McKervey, SECONDED by Council Member Greg Meister that the City Council approve Items Nos. 1-10, and 12-15.

AYES: Rivas, Green, McKervey, Meister

NOES: None

ABSTAIN: None

ABSENT: Beltran

1. APPROVAL OF DRAFT MINUTES OF DECEMBER 3, 2024

Recommendation: That the Council approve the draft Minutes of December 3, 2024.

Documentation: M.O. 02-12172024

Disposition: Approved.

2. RATIFICATION OF EMERGENCY REPAIR OF POLICE DEPARTMENT
BOILER HEATING SYSTEM

Recommendation: That the City Council:

1. Adopt the draft resolution authorizing the appropriation not to exceed \$9,384.67 from the General Fund Facility Deferred Maintenance / Equipment Replacement Designated Fund for the repair of the Police Department HVAC unit; and
2. Authorize the payment of \$4,078.17 from the Police Department's Operating Budget; and
3. Approve the repair of the Police Department HVAC unit from Johnson Controls for \$13,462.84.

Documentation: Resolution No. 90-2024

Disposition: Approved.

3. AUTHORIZATION FOR POLICE TRUCK ENGINE REPLACEMENT

Recommendation: That the City Council:

1. Authorize replacement of police truck engine by Merle Stone Chevrolet at a cost not to exceed \$16,770.66 (inclusive of all parts, taxes, labor, and a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

Documentation: M.O. 03-121724

Disposition: Approved.

4. AUTHORIZATION TO AWARD CONTRACTS - CITY POOL
IMPROVEMENTS PROJECT

Recommendation: That the City Council:

1. Award the City Pool Improvements Project to New Image Pool Interiors of Clovis and Advanced Concrete of Porterville for a combined total of \$561,222;
2. Authorize a 10% contingency (\$56,122) to cover unforeseen costs, quality control and inspection services;
3. Adopt the Resolution authorizing the additional appropriation of \$53,344 from the General Fund Deferred Maintenance Reserve to fully fund the project.

Documentation: M.O. 04-121724, Resolution No. 91-2024

Disposition: Approved.

5. AUTHORIZATION TO PURCHASE A POLICE SERVICE DOG

Recommendation: That the City Council:

1. Approve the purchase of a police service dog and related training from Top Dog Training Center at the cost of \$18,893.75; and
2. Authorize the Chief of Police to enter into an agreement with Top Dog Training Center to acquire the service dog and associated training.

Documentation: M.O. 05-121724

Disposition: Approved.

6. AUTHORIZATION TO PURCHASE SIDELOADER PIVOT ARM ASSEMBLY

Recommendation: That the City Council:

1. Authorize the purchase of the side loader pivot arm assembly from One Source Parts at a cost not to exceed \$5,769.98 (inclusive of all parts, taxes, freight, and a 10% contingency); and
2. Authorize payment upon receipt of parts.

Documentation: M.O. 06-121724

Disposition: Approved.

7. AUTHORIZATION TO PURCHASE REPLACEMENT PEDESTRIAN GATES FOR CITY CORPORATION YARD

Recommendation: That the City Council:

1. Authorize the purchase and installation of replacement pedestrian gates from Outlaw Industries for a total amount not to exceed \$47,255.10, inclusive of a 10% contingency to cover unforeseen expenses and applicable sales tax.; and
2. Authorize the Transportation Director to execute the purchase agreement.

Documentation: M.O. 07-121724

Disposition: Approved.

8. AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE TULARE COUNTY ASSOCIATION OF GOVERNMENTS (TCAG) FOR COLLEGE OF THE SEQUOIAS (COS) STUDENT TRANSIT SERVICES

Recommendation: That the City Council Authorize the City Manager to execute an agreement with the Tulare County Association of Governments

(TCAG) for the provision of transit services for College of the Sequoias (COS) students.

Documentation: M.O. 08-121724

Disposition: Approved.

9. AUTHORIZATION TO EXECUTE LANDSCAPE MAINTENANCE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE LANDSCAPE SCREENING PROJECT

Recommendation: That the City Council:

1. Approve the Landscape Maintenance Agreement for the Landscape Screening Project located within the State Highway right-of-way along State Route 190 and State Route 65 with the California Department of Transportation; and
2. Authorize the Mayor and City Manager to execute the draft Landscape Maintenance Agreement between the City of Porterville and the California Department of Transportation.

Documentation: M.O. 09-121724

Disposition: Approved.

10. INTERAGENCY AGREEMENT - COMMUNITY CENTER PROJECT FUNDING

Recommendation: That the City Council:

1. Authorize the Draft Interagency Agreement between the City of Porterville and the City Parks and Leisure Services Department; and
2. Authorize the Mayor to execute the Draft Interagency Agreement on behalf of the City; and
3. Authorize the Parks and Leisure Services Director to execute their portion of the Draft Interagency Agreement.

Documentation: M.O. 10-121724

Disposition: Approved.

12. REQUEST FOR APPROVAL TO APPLY FOR BUREAU OF JUSTICE ASSISTANCE FY2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND PURCHASE OF FOUR SURVEILLANCE POLE CAMERAS

Recommendation: That the City Council:

1. Approve the draft Resolution authorizing the filing of the FY2024 Edward Byrne Jag Grant application;

2. Authorize the Mayor and City Staff to sign all necessary grant documents;
3. Authorize a budget adjustment upon receipt of the funds; and
4. Authorize the purchase of (4) surveillance pole cameras from Crime Point, Inc for \$50,650.63.

Documentation: Resolution No. 92-2024

Disposition: Approved.

13. RETIREMENT OF POLICE K9

Recommendation: That the City Council:

1. Approve the sale of K9 "Kaiser" to Sergeant Justin Ellestad for the amount of \$1; and
2. Authorize the Mayor to execute the agreement and document the sale of K9 "Kaiser" to Sergeant Justin Ellestad.

Documentation: M.O. 12-121724

Disposition: Approved.

14. AMENDMENT TO THE PAY RATE SCHEDULE FOR SEASONAL EMPLOYEES, PART-TIME EMPLOYEES, AND FULL-TIME TRAINEE POSITIONS

Recommendation: That the City Council:

1. Adopt the draft Resolution amending the City's Employee Pay and Benefit Plan, Seasonal and Part-Time rates, and Full-Time Trainee Pay Ranges;
2. Approve the proposed updated Position Pay Plan; and
3. Authorize the Mayor to execute these and other documents necessary to implement the provisions hereof.

Documentation: Resolution No. 93-2024

Disposition: Approved.

15. STATUS AND REVIEW OF DECLARATION OF LOCAL FLOOD EMERGENCY

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

Documentation: M.O. 13-121724

Disposition: Approved.

PUBLIC HEARINGS

16. CONSIDERATION OF PORTERVILLE DEVELOPMENT ORDINANCE TEXT AMENDMENTS

Recommendation: That the City Council:

1. Hold the noticed Public Hearing and consider the testimony provided; and
2. Consider whether to approve the draft ordinance, An Ordinance of the City Council of the City of Porterville Amending Series 200 and Series 300 of the Porterville Development Ordinance; and
3. If so approved, give first reading by title only, and order the Ordinance to print.

City Manager Hildreth introduced the item and Contract City Planner Jeff O'neal presented the staff report and pointed out that the proposed ordinance language states that Single Family Residence Zones would no longer be permitted in Multi-Family Zones, specifically RM-1, RM-2, and RM-3 zones. He asked the Council to consider allowing Single Family Residence Zones, but only as part of small lot subdivisions. These subdivisions would need to be developed in accordance with the density established in the general plan and the zoning ordinance.

Mayor Meister opened the Pubic Hearing at 7:09 p.m. and closed the Public Hearing at 7:09 p.m. when no one came forward to speak.

COUNCIL ACTION: MOVED by Vice Mayor Ed McKervery, SECONDED by Council Member Greg Meister that the City Council approve the first reading of the ordinance as amended, being, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING SERIES 200, SERIES 300, AND SERIES 700 OF THE PORTERVILLE DEVELOPMENT ORDINANCE, waive further reading, and order the ordinance to print.

AYES: Rivas, Green, McKervery, Meister
NOES: None
ABSTAIN: None
ABSENT: Beltran

Documentation: M.O. 14-121724

Disposition: Approved.

SCHEDULED MATTERS

17. AMERICAN RESCUE PLAN ACT (ARPA) FUNDING

Recommendation: That the City Council:

1. Authorize the Draft Interagency Agreement between the City of Porterville and the Finance Department;
2. Authorize the Mayor to execute the Draft Interagency Agreement on behalf of the City;
3. Authorize the Finance Director to execute their portion of the Draft Interagency Agreement;
4. Authorize the reallocation of \$305,994 in American Rescue Plan Act Funds to fully fund the Porterville Navigation Center Expansion Project;
5. Authorize the reallocation of \$94,006 in American Rescue Plan Act Funds to fund the Community Center and Park Project; and
6. Authorize the Finance Director to redirect any unspent funds from FY 2024/2025 ARPA budget to cover any budget overages for ARPA identified projects with the priority being the Navigation Center Expansion Project and/or the Community Center and Park Projects.

City Manager Hildreth introduced the item and Finance Director Janie Rodriguez presented the staff report.

COUNCIL ACTION: MOVED by Council Member Greg Meister, SECONDED by Vice Mayor Ed McKervey that the City Council approve the draft Interagency Agreement between the City of Porterville and the Finance Department.

AYES: Rivas, Green, McKervey, Meister
 NOES: None
 ABSTAIN: None
 ABSENT: Beltran

Documentation: M.O. 15-121724
 Disposition: Approved.

18. CONSIDERATION OF CANCELLATION OF JANUARY 7, 2025, CITY COUNCIL MEETING

Recommendation: That the City Council provide direction to staff.

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

COUNCIL ACTION: MOVED by Council Member Greg Meister, SECONDED by Council Member AJ Rivas that the City Council approve the cancellation of the January 7, 2025 City Council Meeting.

AYES: Rivas, Green, McKervey, Meister
 NOES: None

ABSTAIN: None
ABSENT: Beltran

Documentation: M.O. 16-121724
Disposition: Approved.

11. PORTERVILLE GIRLS FASTPITCH HAYES FIELD AGREEMENT
RENEWAL

Recommendation: That the City Council:
1. Authorize the renewal of the Facility Use Agreement between the
City of Porterville and Porterville Girls Fastpitch; and
2. Authorize the Mayor to execute said agreement.

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

Mayor Meister announced that, as part of his new direction, he would like the city to reconsider the fees for field usage and the hourly charges for lights. Staff presented data outlining the costs associated with maintaining the fields.

Council Members Rivas and Green expressed their support for the City covering these fees and managing the maintenance of the fields.

Deputy City Manager Jason Ridenour noted that one potential option for the Council is to allocate \$100,000 annually from the special purpose funds, which could be used to ensure the department is adequately funded for maintaining the facility.

Vice Mayor McKervery shared his experiences at Hayes Field and advocated for reducing the field usage fees. He also suggested that the City implement similar reductions for its other parks.

COUNCIL ACTION: MOVED by Vice Mayor Ed McKervery, SECONDED by Mayor Greg Meister that the City Council approve the agreement; and direct staff to bring an item to the council at a future meeting, to review the field usage fees for sports fields in the city.

AYES: Rivas, Green, McKervery, Meister
NOES: None
ABSTAIN: None
ABSENT: Beltran

Documentation: M.O. 17-121724
Disposition: Approved.

AB 1234 REPORTS

1. Local Initiatives Navigation Center Committee (LINC) - December 4, 2024
Community Development Director Claudia Calderon shared an update on the Point in Time Count, noting that the LINC committee will not convene during December and January.

2. Tulare County Economic Development Corporation (TCEDC) - December 4, 2024

Deputy City Manager Jason Ridenour reported that a year-end update was given and indicated that the remaining discussion items were routine business matters.

3. Eastern Tule Groundwater Sustainability Agency (ETGSA) - December 5, 2024
Assistant City Manager Michael Knight provided an update on public comments, the approval of minutes, ratification of bills to be paid, and several action items.

4. Tulare County Association Of Governments (TCAG) - December 9, 2024
Mayor Meister reported on roundabout projects on State Route 190, including discussions about an overpass and roundabout at Plano.

ORAL COMMUNICATIONS

- Taha Saleh, Porterville, commended Mayor Meister for supporting the children but hopes the Council proceeds with caution in giving things away for free to avoid putting the City in a difficult financial position.
- Mike Wrangel, Porterville Girls Fast Pitch President, thanked the Council for their support and approval of the contract related to Item No. 11.

OTHER MATTERS

- Council Member Rivas addressed public comments about the city's costs for using Hayes Field.
- Council Member Green had no comments.
- Vice Mayor McKervey expressed his excitement about the Merry Christmas banner and spoke of his attendance at the Christmas parade. He also requested that an agenda item be included for a future meeting—date to be determined—to discuss safety and traffic concerns in the area of Lombardi School in the Brookside Subdivision.

COUNCIL ACTION: MOVED by Vice Mayor Ed McKervey, SECONDED by Mayor Greg Meister that the City Council approve Vice Mayor McKerveys request to bring an item at a future meeting to discuss the safety and traffic in the area of Lombardi School (Brookside Subdivision).

AYES: Rivas, Green, McKervey, Meister

NOES: None

ABSTAIN: None

ABSENT: Beltran

Documentation: M.O. 18-121724

Disposition: Approved.

- Mayor Meister addressed public comments regarding the city's costs associated with using Hayes Field, noted that Huntington serves as a role model for a charter city, and expressed his appreciation for the Merry Christmas banner. Additionally, he requested that an agenda item be included to discuss the use of discretionary funds to sponsor the Porterville Girls Fast Pitch and the creation of a banner featuring the City Logo and the city motto "In God We Trust.", and for the item to be placed as a Scheduled Matter at the January 21, 2025, city council meeting.

COUNCIL ACTION: MOVED by Mayor Greg Meister, SECONDED by Council Member AJ Rivas that the City Council approve Mayor Meister's request to bring an item at the next Council meeting to discuss using discretionary funds to sponsor the Porterville Girls Fast Pitch and the creation of a banner featuring the City Logo and the city motto "In God We Trust."

AYES: Rivas, Green, McKervey, Meister
NOES: None
ABSTAIN: None
ABSENT: Beltran

Documentation: M.O. 19-121724

Disposition: Approved.

CLOSED SESSION

The Council reconvened into Closed Session at 7:57 p.m. and City Attorney Lew reported on reportable action pertaining to A-7, as follows:

A-7. On a MOTION made by Mayor Greg Meister, and SECONDED by Council Member AJ Rivas the City Council appointed Jason Ridenour to Interim City Manager.

AYES: Rivas, Green, McKervey, Meister
NOES: None
ABSTAIN: None
ABSENT: Beltran

Documentation: M.O. 20-121724

Disposition: Approved.

ADJOURNMENT

The Council adjourned at 9:25 p.m. to the meeting of January 21, 2025 at 5:30 P.M.

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

SEAL

Greg Meister, Mayor



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Crime Prevention / Juvenile Diversion Police Vehicle Purchase

SOURCE: Police

COMMENT: Each year, the Police Department finds it necessary to purchase vehicles to replace aging vehicles or needs in its fleet. As always, a careful evaluation is made of each particular vehicle to determine the actual need for replacement. In light of our commitment to strong budget fiscal management, this part of the Police Department's vehicle replacement process is even more critical to ensure that a vehicle is not replaced only because it was scheduled to be replaced.

Many factors are considered in this process, such as the age of the vehicle, mileage, maintenance costs, uses of the vehicle, etc. A primary consideration is given to the safety of each vehicle. In addition, the evaluation includes examining the assignment of vehicles to determine if the reassignment of vehicles can increase overall efficiency.

The Police Department has recently completed this evaluation and determined that the Crime Prevention / Juvenile Diversion Unit needed a vehicle to accommodate its community outreach efforts and daily job duties. Staff is requesting that the City Council authorize the negotiation for the purchase of a suitable replacement vehicle up to a total cost of \$65,000, which also includes upfitting of equipment for the vehicle.

Due to strong fiscal management and strategic contributions to our vehicle depreciation plan, the monies for the replacement vehicle have already been accumulated in the Equipment Replacement Fund or are allocated in approved department budgets. Due to the unique purchasing parameters, Staff is requesting a 10% contingency based on the total purchasing price.

In researching efficiency in combination with reliability, functionality, and continued fleet uniformity, staff has determined that a full-size pickup truck is the most viable option. Upon approval, staff will begin researching local dealerships to find a vehicle that meets the above-listed parameters for the department's use.

RECOMMENDATION: That the City Council:

1. Authorize staff to purchase one police vehicle and the

related equipment for a total cost not to exceed \$65,000 plus tax, license, fees, and ten percent (10%) contingency for the total purchase; and
2. Authorize payment to the respective vendor upon satisfactory delivery of the vehicle.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Jason Ridenour, Interim City Manager



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Authorization to Purchase Hydraulic Pump and Control Manifold

SOURCE: Public Works

COMMENT: Vehicle #6608, a 2020 Peterbilt Residential Refuse Truck, has experienced failure of the hydraulic pump and pump control manifold. The hydraulic pump and pump control manifold are proprietary components 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 pivot arm assembly is \$8,974 (inclusive of all parts, taxes, freight, and a 10% contingency). Funding is available from the Solid Waste Operating Budget.

RECOMMENDATION: That the City Council:

1. Authorize the purchase of the side loader hydraulic pump and control manifold from One Source Parts at a cost not to exceed \$8,974 (inclusive of all parts, taxes, freight, and a 10% contingency); and
2. Authorize payment upon receipt of repair materials.

ATTACHMENTS: 1. Estimate 6608

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Jason Ridenour, Interim City Manager



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Authorization to Purchase Two (2) Battery-Electric Shuttle Vans from Model 1

SOURCE: Public Works

COMMENT: The Transportation Department seeks City Council authorization to purchase two (2) battery-electric shuttle vans to support the City's goals of transitioning to zero-emission transportation solutions and enhancing mobility services for our residents. These vehicles will bolster the City's commitment to sustainability and service efficiency. The new battery-electric shuttle vans will replace existing vans in the fleet that have reached the end of their useful life and are scheduled for disposal, ensuring the City maintains a reliable and modern transit fleet.

Staff reviewed proposals from two qualified vendors and determined that Model 1 offers the most competitive pricing while meeting the City's specifications for zero-emission vehicles. The vans will be procured through the CalACT/MBTA Cooperative Purchasing Program under RFP #20-01, ensuring cost-effective and streamlined procurement in compliance with City and state procurement policies.

The two proposals received are detailed below:

Vendor	Bid
Model 1	\$243,869.77
AZ Bus Sales	\$253,165.62

Model 1's proposal, with a total cost of \$243,869.77, represents the most cost-effective option that meets the City's requirements. AZ Bus Sales submitted a proposal for \$253,165.62, which includes similar features but at a higher cost. Both vendors indicated an estimated delivery timeframe of 30 to 45 days after the issuance of a purchase order.

This project is funded 80% by the Federal Transit Administration (FTA) and 20% through Local Transportation Funds (LTF) as the local match. The total project cost of \$243,870 will be covered by \$195,095 from the FTA and \$48,774 from the LTF. These funding sources ensure that the project aligns with the City's budgetary framework and its goals for

modernizing the transit fleet with zero-emission vehicles.

RECOMMENDATION: That the City Council:

1. Approve the purchase of two (2) battery-electric shuttle vans from Model 1 under the CalACT/Basin Transit Cooperative Purchasing Agreement, RFP #20-01, for a total amount not to exceed \$243,870; and
2. Authorize staff to coordinate with Model 1 on delivery schedules, warranty provisions, and any training requirements to ensure successful integration into the transit fleet.

ATTACHMENTS:

1. Model 1 Quote
2. AZ Quote

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Jason Ridenour, Interim City Manager



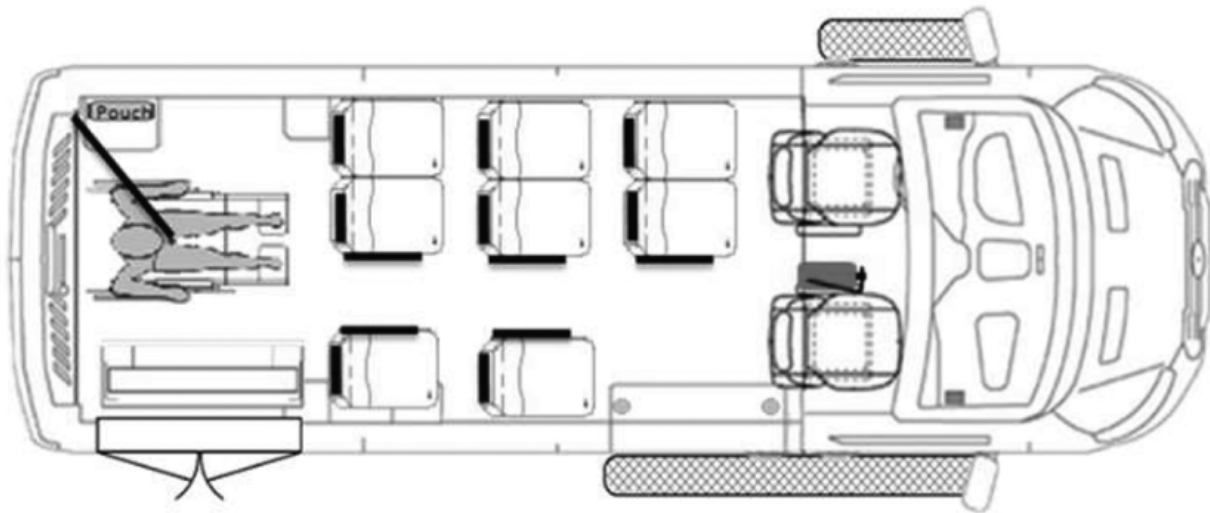
CalACT MBTA RFP #20-01 - Class Z - Quote Sheet					
Vehicle Type:	Class Z1 - Z-1 E-Transit 8 Passenger 1 W/C		Date:	12/19/2024	
Contact:	Albert Barragan		Type of Lift:	☒ Braun ☒ Side ☐ Rear	
Agency:	City of Porterville		Seat Material:	Vinyl (If Available)	
Address:	291 North Main Street		Seat Color:	Black (If Available)	
City, State, Zip:	Porterville, CA 93257		Floor Color :	Grey	
Phone:	559-713-8481		Delivery:	30-45 Days from PO (In Stock)	
E-Mail:	abarragan@ci.porterville.ca.us		Salesperson:	Mike Farr	
NOTE:	PER THE PURCHASING COOPERATIVE, PRICING SUBJECT TO CHANGE DUE TO PPI (PRODUCER PRICE INDEX) ESCALATION AND/OR MANUFACTURER PRICE INCREASES. PLEASE CONTACT YOUR SALES REPRESENTATIVE TO CONFIRM QUOTED PRICING IS STILL VALID PRIOR TO ISSUANCE OF PURCHASE ORDER.				
Quantity:	Description	Price	Ext. Price	ADA	
1	Class Z1 - Z-1 E-Transit (Basic) 109" Hiroof EL W3X 148" WB 6+copilot, driver and WC	\$101,767.48	\$101,767.48	\$9,800.00	
Published Options					
1	84 - WC Lift installed behind curbside rear axle	9,756.50	9,756.50	9,756.50	
NOTE:					
PER THE PURCHASING COOPERATIVE, PRICING SUBJECT TO CHANGE DUE TO PPI (PRODUCER PRICE INDEX) ESCALATION AND/OR MANUFACTURER PRICE INCREASES. PLEASE CONTACT YOUR SALES REPRESENTATIVE TO CONFIRM QUOTED PRICING IS STILL VALID PRIOR TO ISSUANCE OF PURCHASE ORDER.		Class V - Base Price	\$101,767.88		
		Published Options	\$9,756.50		
		UnPublished Options	\$0.00		
		Total	\$111,524.38	\$19,556.50	
		Doc Prep Fee	\$85.00		
		The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options	Non-Taxable	\$19,556.50	
		The Taxable Amount Includes the Mobility Rebate of \$1,000.00 For Ford Chassis	Taxable Amount	\$93,052.88	
		Porterville* ▼ 1274	Tax Total	\$8,607.39	9.250%
		Sub-Total	\$120,216.77	(Estimated)	
		CalACT Fee	\$1,672.87		
DMV E-File Fee:	\$33.00				
DMV Fee	\$0.00				
Tire Fee	\$12.25				
Total	\$121,934.89				
Number of Units	2				
Final Total	\$243,869.77				
Purchasing of vehicles requires a CALACT membership, letter of assignment, and payment of procurement fee. If you have any questions, please contact CALACT direct at 916-920-8018					

MobilityTRANS



Ford Factory Ordered Transit Chassis

	Description		Color	Chassis	Engine	
	2023 E-Transit T-350 Van High Roof 148EL Sliding Door 9,500# GVWR		Oxford White	W3X-E	Electric Motor	
1	1 Wheelchair On 148"-EL Wheel Base - High Roof Cargo Van ☐					☐
1	AMF Bruns Smartfloor System					
8	Single Seats On Fixed Legs (Use Seat Option Below If Needed)		# Of Street Side Belts		# CRS Option	
1	Retractable Shoulder Harness With Height Adjustment (Each)		Add Ret. Lap Belts ☒	Removeable ☐		
1	Tiedown Storage Pouch Mounted On Sidewall (Holds 1 Set Of Tiedowns)					
4	Tiedown Web Loop (1 Loop)					
1	Stainless Steel Assist Pole At Right Entry		Options:			
1	Stainless Steel Assist Pole At Left Entry		Options:			
1	Insulate Headliner					
1	Insulate Walls					
1	Insulate Doors					
1	Driver Door 8" Stainless Steel Board					
1	Co-Pilot Door 8" Stainless Steel Board					
1	Sliding Door 8" Stainless Steel Board					
1	Safety Kit Includes: 5lb Fire Extinguisher, First Aid Kit, Triangle Reflectors					
1	Bodily Fluid Clean Up Kit					
1	Belt Cutter					
1	E-Transit Twin Air Tie-In Heat/Cool Floor Mount - 28K BTU Heat/31K BTU Cool					
1	Qstraint torso belt					

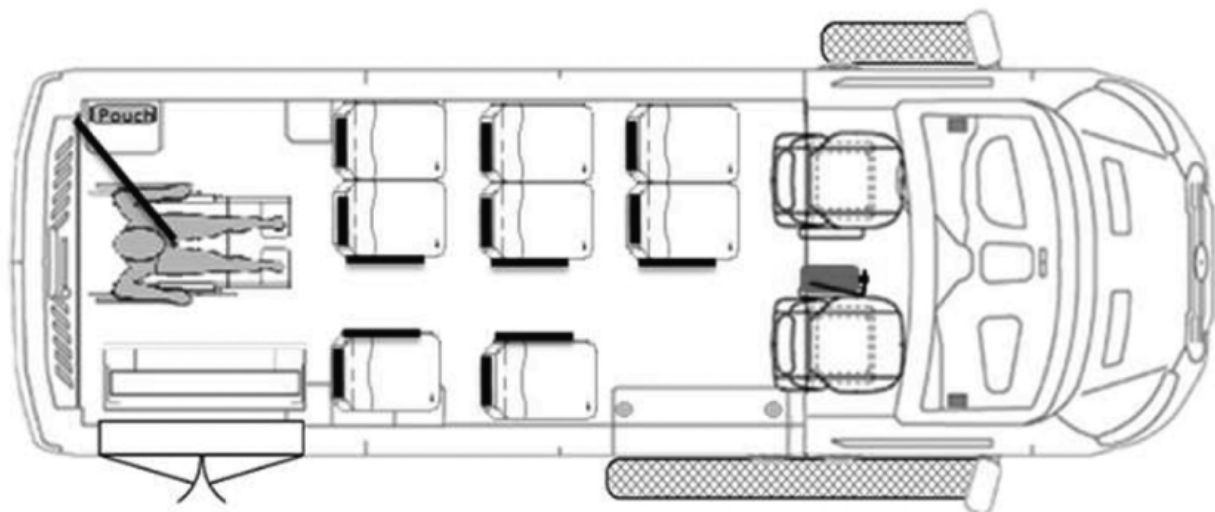


Mike Farr

Public Sector Sales West

12/23/24

IMAGES & FLOORPLAN



Warranty	Miles	Years
Body Structure	150,000	5
Chassis	36,000	3
Drive Motor	100,000	8
Transmission	N/A	N/A
Air conditioner	Air conditioner	36000
Lift/Ramp	Unlimited	5
EV Battery	100,000	8
EV Conversion/Installation	N/A - Ford OEM	N/A - Ford OEM
Battery Degradation Warranty	100,000	8
Propulsion Control System	100,000	8
Axles	60,000	5

**MBTA CalACT Cooperative****RFP #20-01**

Customer:	City of Porterville		Quote Date	11/23/2024	
Address:	291 N. Main Street	County:	Tulare	Expires	2025 Mid Roof
City	Porterville	Zip Code:	93257	Roof design	Mid-Roof Height
Contact:	Albert Barragan	Office Phone:		Ford FIN code	required
Email Address:	Abarragan@ci.porterville.ca.us	Cell Phone:	408-393-0720		
Sales Representative	Clay Hartman	Type	E- Transit, Nor Cal Vans/Driverge	Revision Date	12/11/2024

QTY Option Description**Contract Price****NOR CAL VAN/DRIVERGE , TYPE Z1-E, Ford Transit 350MR W9C**

1	Ford E-Transit 350 MR	Nor Cal Van	Chassis, Ford E-Transit 148' W/B"	
---	-----------------------	-------------	-----------------------------------	--

Sub-Total Base Unit \$ 114,960.00**PUBLISHED OPTIONS**

1	Delivery Zone 3		\$	1,232.00	1,232.00
2	Go-ES Single Seat (for a total of 5 passenger)		\$	1,184.00	2,368.00
1	Document Fees, DMV		\$	80.00	80.00

Sub-Total Published Options 3,680.00**NON PUBLISHED OPTIONS**

1	Vertical Stanchion pole in storage box.		250.00	250.00
2	Acess panels in roof interior for future antenna mounting		80.00	160.00
1	Tablet Holder GPS LockBox, Porterville to provide actual tablet		448.00	448.00
1	Power Supply 12V routed to Storage Box		225.00	225.00
1	Privacy Tint on side windows		775.00	775.00
1	Storage Box in lieu of Co-Pilot Seat		850.00	850.00

Sub-Total Non-Published Options 2,708.00**SUMMARY****SPECIFICATION SUMMARY**

Model Year	2025 Model	Make	Nor Cal Van/Driverge	Wheelchair Lift Model:	Braun
Type	Ford E-Transit 350 MR	Chassis:	Ford E-Transit 350 MR	Wheelchair Lift Location	Shift N Step-side
Passenger Capacity:	5 seated, 1 wheelchair	Wheelbase:	148	Number of Tie Downs:	1
Seat Fabric:	Ford OEM Charcoal Vinyl	Engine:	Electric	Battery Capacity	89 kWh
Air Conditioning System:	FORD OEM	GVWR:	9,500	Tie Down Type	8100 series
Exterior Color/Graphics:	White with Porterville graphics	Body Length:	19.5 ft	Estimated Delivery:	Aug-25



MBTA CalACT Cooperative

RFP #20-01



Customer: **City of Porterville**

Address: 291 N. Main Street County: Tulare

City: Porterville Zip Code: 93257

Contact: Albert Barragan Office Phone:

Email Address: Abarragan@ci.porterville.ca.us Cell Phone: 408-393-0720

Sales Representative: Clay Hartman Type: E- Transit, Nor Cal Vans/Driverge

Quote Date: 11/23/2024

Expires: 2025 Mid Roof

Roof design: Mid-Roof Height

Ford FIN code: required

Revision Date: 12/11/2024

QTY Option Description

Contract Price

SUMMARY STANDARD BID FEATURES & EQUIPMENT

Ford E-Transit Body Code W9C Mid Roof
Ford E-Transit XL Cargo with Driverge Interior
Shift-N-Step, Braun Century 800 lb rating
Smart floor interior tracking for seats and w/c's
Headroom Height Interior, 67"
Exterior Height 99"
Overall Length 235.5"
Laminated Side windows in Passenger area (92A)
Altro Flooring

235/65R16
E-Transit Electric Motor
148" Wheelbase
1-Speed Motor w/ Electric rear Axle
9,500 lb GVWR
Rear Axle: Single Tires.
OEM Ford Air Conditioning & Heat, with Tie-In Rear AC & Heat
AM FM Stereo
Reverse Backing camera

CONTRACT PRICING SUMMARY

1	Base Unit as Specified	114,960.00	
1	Published Options	3,680.00	
1	Non-Published Options	2,708.00	
1	Total of Base unit plus options	121,348.00	
1	Mobility Aid Rebate shown for tax purposes	1,000.00	reversed below
1	ADA non-taxable Portion	43,372.00	
1	Taxable amount on which tax is collected	78,976.00	
1	Sales Tax on taxable amount	3,405.84	4.313% Porterville
1	CalACT MBTA Fee of 1.5% on the subtotal	1,820.22	
1	State Tire Tax	8.75	
1	Mobility Aid reduction	(1,000.00)	reversal from above
1	Sub total	126,582.81	All lines item shown in bold text
1	Total	126,582.81	
1	Qty	2	
1	Grand Total	253,165.62	Sales tax rate is based on special zero emission reduction of normal tax rate less 3.9375 This program will need to still be in place at the time of delivery to be allowed.

Clay Hartman 12/11/2024

Signature

Clay Hartman, A-Z Bus Sales, Inc
Print Name

Signature

Date

Print Name

City of Porterville
COMPANY/AGENCY



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Authorization for Transit Bus Engine Repair

SOURCE: Public Works

COMMENT: Vehicle No. 8193 is an active transit bus that has experienced significant engine failure and requires an engine overhaul. This vehicle is powered by a Cummins compressed natural gas (CNG) engine and must be repaired by a certified CNG service center. The bus has approximately three years of remaining active service life, and its service is necessary for the transition to electrification of the City's Transit fleet.

Staff is requesting authorization to utilize E. M. Tharp, which is the nearest Cummins CNG engine service center, to perform the required engine overhaul at an estimated cost not to exceed \$27,310 (inclusive of all parts, taxes, and labor, and a 10% contingency). The cost of the repairs are available in the Transit Operating Budget.

RECOMMENDATION: That the City Council:

1. Authorize transit bus engine repair by E. M. Tharp at a cost not to exceed \$27,310 (inclusive of all parts, taxes, labor, and a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. Estimate #8193

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Jason Ridenour, Interim City Manager



Golden State Peterbilt - Porterville

15243 Road 192 Porterville, California 93257

Phone: (559) 782-5800



Case Number: 16875841

Repair Order Number: 14468

Purchase Order Number: N/A

Service Advisor: PVSERVICE, **PVSERVICE - Case Date 2024-12-27 14:02:14 -0800

ETR: 2/5/2025 at 02:49 pm PST

Customer: City Of Porterville

Unit Number: 8193

Address: 291 NORTH MAIN STREET
PORTERVILLE, CA 93257

Phone: (559) 782-7456

Fax: N/A

Customer Number: 2992

Asset: 2015 Eldorado BUS

Serial Number: FC084057

VIN: 1N9MNALG6FC084057

Engine: ISL GAS (ADDED)

Engine Hours: 7357

Odometer: 76848 Miles

Warranty Start: 07/13/2015 12:00:00

In Service: 9 Years 6 Months



1 Miscellaneous Repair

	Quantity	Price	Totals
Labor:	0		\$0.00
Additional Charges: Shop Sup, Shop Supplies	n/a	\$48.75	\$48.75
HAZ, Hazardous Waste Fee	n/a	\$25.00	\$25.00
Additional Charges Total			\$73.75
Operation Total:			\$73.75

2 Engine Repair

Complaint:	CUSTOMER STATES CEL, POSSIBLY NEED TO CHECK THE EGR COOLER AND COMPRESSION.		
	Quantity	Price	Totals
Labor:	2		\$390.00
Additional Charges: Shop Sup, Shop Supplies	n/a	\$39.00	\$39.00
Operation Total:			\$429.00

3 Engine Repair

Complaint:	ENGINE OVERHAUL		
	Quantity	Price	Totals
Labor:	60		\$11,700.00
Parts: SET,MAIN BEARING (STD)	1.0	\$384.73	\$384.73
KIT,EXH RCN COOLER	1.0	\$2,018.86	\$2,018.86
ELC 50/50 RED	12.0	\$9.71	\$116.52
Brakleen	12.0	\$3.84	\$46.08
KIT,OVERHAUL	1.0	\$4,059.18	\$4,059.18
EXTENSION,IGNITION COIL	6.0	\$137.71	\$826.26
COIL,IGNITION	6.0	\$242.66	\$1,455.96
FLEETRITE SHOP TOWEL BOX	1.0	\$13.39	\$13.39
SCREW,HEX FLANGE HEAD CAP	12.0	\$11.18	\$134.16



Golden State Peterbilt - Porterville

Customer: City Of Porterville	Unit Number: 8193
Case Number: 16875841	Asset: 2015 Eldorado BUS VIN: 1N9MNALG6FC084057



SCREW,FRACTURE RESISTANT	14.0	\$13.23	\$185.22
SCREW,HEX FLANGE HEAD CAP	14.0	\$9.88	\$138.32
Shim	6.0	\$37.66	\$225.96
Parts Total			\$9,604.64
Operation Total:			\$21,304.64

4 Engine Repair			
Complaint:	CUT BLOCK		
		Quantity	Price
Labor:		8	\$1,560.00
Operation Total:			\$1,560.00

	Parts	\$9,604.64
	Labor	\$13,650.00
	HAZ	\$25.00
	Shop Sup	\$87.75
	Shop Supplies	\$500.00
	Haz. Waste	\$25.00
	Taxes	\$934.68
	Total	\$24,827.07

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: _____ DATE: __/__/__



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Consideration of Purchase and Sale Agreement with Del Oro Water Company for acquiring the Grandview Gardens and East Plano water systems.

SOURCE: Public Works

COMMENT: The City of Porterville has been working closely with the State Water Resources Control Board (Water Board) to consolidate the Grandview Gardens and East Plano water systems, operated by Del Oro Water Company, into the City's municipal water utility. This action is part of a broader initiative to improve water quality and ensure reliable service to residents.

Preliminary funding of \$8,123,000 has been awarded under the Expedited Drinking Water Grant Program (EDWG) to support planning, design, and construction activities for this project. The Purchase and Sale Agreement, which sets forth the terms for acquiring these systems, ensures that the City can move forward with consolidation efforts efficiently and cost-effectively.

The Grandview Gardens and East Plano water systems have faced ongoing challenges, including water quality issues and infrastructure deficiencies. In response, the Water Board has prioritized the consolidation into the City of Porterville's water system.

Key milestones in this effort include the annexation of Grandview Gardens into the City in April 2015 (Resolution No. 38-2015), preliminary funding approval from the Water Board for \$8,123,000 on May 8, 2023, and preparation of the Purchase and Sale Agreement, outlining terms for transferring ownership of the systems to the City. The City's acquisition will enable critical infrastructure improvements, including replacing distribution mains, installing fire hydrants and water meters, and decommissioning three substandard wells.

The proposed Purchase and Sale Agreement establishes the City's ownership of the Grandview Gardens and East Plano systems. It details a purchase price of \$301,000, eligible for reimbursement under the EDWG Program. It includes the transfer of water supply permits and infrastructure to the City prior to construction activities and responsibilities for system improvements to meet municipal standards.

The consolidation will benefit approximately 99 parcels within the service boundaries and align with the City's Urban Development Boundary policies. Additionally, the project will support the City's long-term objectives of ensuring safe, sustainable water service for all residents.

The EDWG funding program will fully cover the project's \$8,123,000 cost, contingent upon executing the funding agreement and compliance with program guidelines. At the time of the preparation of this report, Del Oro Water Company raised issues concerning the accounts receivable and potential claims Del Oro may assert related to costs incurred and not yet recovered via customer billings for past capital improvements. Given the need to expedite this project, staff is requesting that the City Council authorize approval of this Agreement contingent on satisfactory cost and claims information being provided to the City by Del Oro prior to execution of this Agreement and closing of escrow, and minor clarifications to the terms reflecting the responsibilities of the parties. If these claims result in a price or cost increase that exceeds the appraised amount deemed reimbursable by the State Water Boards, the Agreement will be brought back for further consideration by the City Council

RECOMMENDATION:

That the Council:

1. Consider and approve the Purchase and Sale Agreement between the City of Porterville and Del Oro Water Company for the acquisition of the Grandview Gardens and East Plano water systems for a purchase price of \$301,000, provided Del Oro has submitted satisfactory detailed information concerning additional receivables and associated claims amounting to cost or price increase deemed reimbursable by State Water Boards, and provided any needed clarifications to address this issue are satisfactory to the Assistant City Manager and City Attorney
2. Authorizes the Mayor or designee, the Assistant City Manager, and/or the Public Works Director to execute the Purchase and Sale Agreement and any necessary documents related to the acquisition, subject to review and approval as to form by the City Attorney;
3. Authorizes the Mayor or designee, the Assistant City Manager, and/or the Public Works Director to take all actions necessary to comply with the terms and conditions of Agreement No. D2202050 with the Water Board, including but not limited to environmental compliance, engineering design, and construction activities; and
4. Directs the City Clerk to certify the adoption of this Resolution and ensure that it is entered into the official records of the City.

ATTACHMENTS:

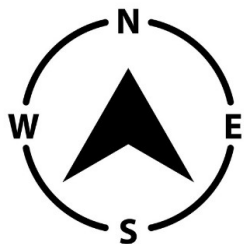
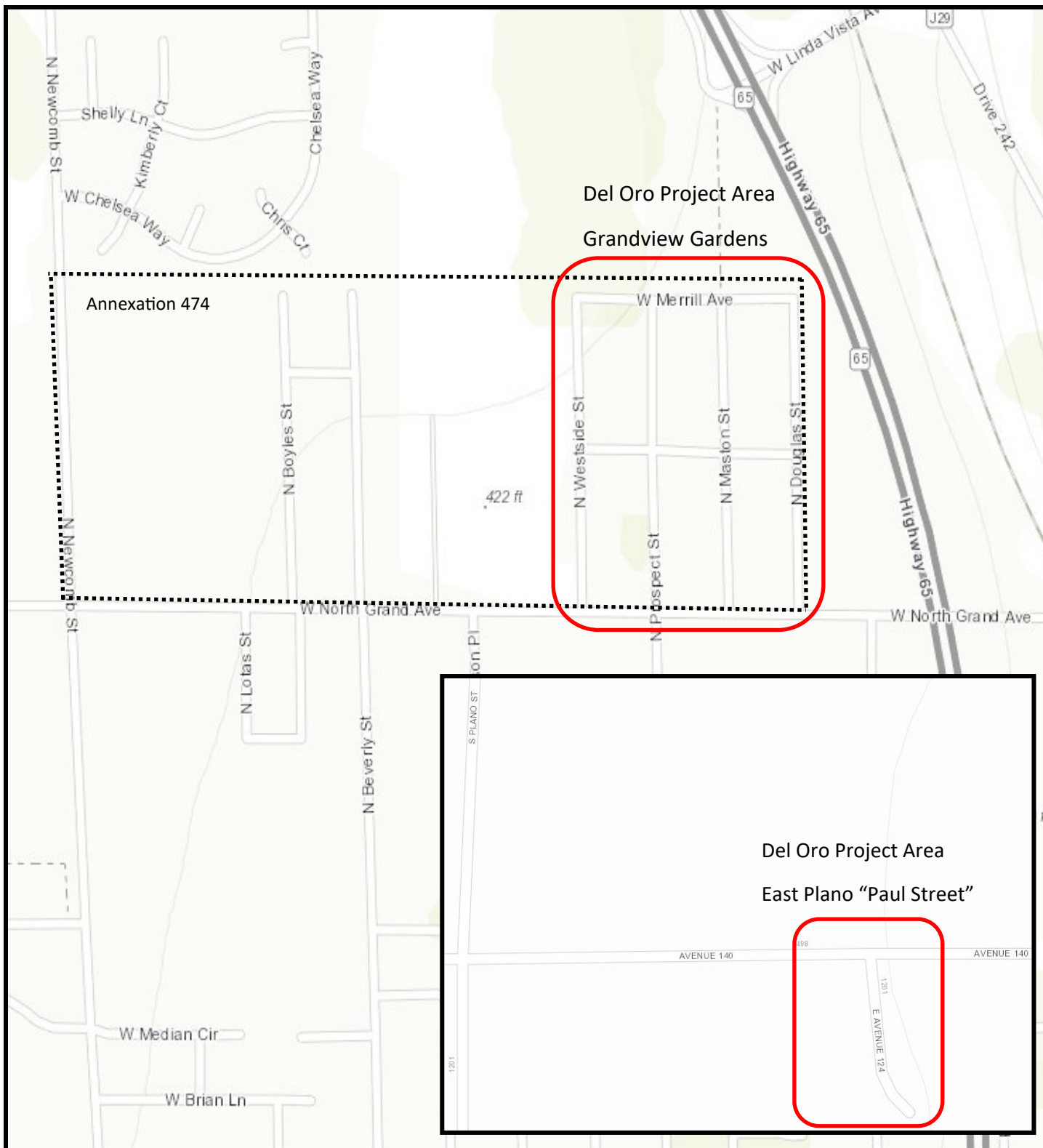
1. Location Map
2. Del Oro Water System Purchase and Sale Agreement
3. Draft Resolution
4. Staff Report May 2023 Authorization to Apply and Receive Financing for the Consolidation of Del Oro Water Company
5. State Water Board Agreement-D2202050
6. Resolution No. 74-2014
7. Resolution No. 75-2014
8. Resolution No. 38-2015

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Jason Ridenour, Interim City Manager



Del Oro Water Company
Water Consolidation Project Area
Location Map

Purchase and Sale Agreement of Del Oro Tulare District Water Systems to the City of Porterville

THIS AGREEMENT, effective as of _____ (the "Effective Date"), is entered into by and between the City of Porterville (City), California, a municipal corporation, ("City" or "Buyer"), and Del Oro Water Company, a California corporation ("Del Oro" or "Seller").

RECITALS

WHEREAS, Del Oro owns and operates two investor-owned water supply systems (formerly known as Grandview and East Plano) in the vicinity of the City of Porterville, California now known as the Tulare District, (the "Water Systems" as more specifically defined below in subsection 1.1), located in Porterville, California;

WHEREAS, City is a municipal corporation and operates a water utility providing water service to the citizens of the City of Porterville, California.

WHEREAS, City desires to acquire the Water Systems, but seeks to acquire the Water Systems without the exercise of its power of eminent domain;

WHEREAS, Del Oro agrees to sell, and City agrees to purchase, the Water Systems, including wells, plant and equipment, contracts and contract rights, franchise rights, easement rights, and real property rights, and excluding certain liabilities associated therewith, as more specifically set forth in Exhibit A and subject to the terms and conditions set forth herein;

WHEREAS, Del Oro agrees to sell, and City agrees to purchase, certain pieces or parcels of land owned by Del Oro in the vicinity of the City of Porterville, California, which parcels are assets of the Water Systems used in its operation, together with improvements and appurtenances located thereon (collectively, the "Properties"), as specifically set forth in Exhibit B and subject to the terms and conditions set forth herein;

WHEREAS, the State Water Resources Control Board and the City have entered into Funding Agreement No. D22-02050 through the Expedited Drinking Water Grant (EDWG) Program for the consolidation of the Water Systems with the City of Porterville (the "Project");

WHEREAS, the Project involves the consolidation of the Water Systems with the City's municipal water supply, including the replacement of existing distribution mains, the installation of fire hydrants, isolation valves, water meters, and appurtenances, and the decommissioning of existing wells and related facilities;

AND WHEREAS, the City will manage and oversee all aspects of construction of the Project after closing, ensuring compliance with all applicable standards including those set forth in Grant Agreement D22-02050.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, Del Oro and City do represent, warrant, covenant and agree as follows:

1. SALE AND PURCHASE OF CERTAIN ASSETS, RIGHTS AND PRIVILEGES

1.1. Sale and Transfer.

Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined in Section 1.4) Del Oro agrees to grant, sell, assign, transfer and deliver to City, and City agrees to purchase the Water Systems and Properties (collectively the “Systems Assets”) from Del Oro as follows:

1. Pursuant to appropriate deeds or grants of easements, marketable title to the Properties, free and clear of any liens and encumbrances of any sort, other than those specifically accepted by City in writing, together with the improvements and appurtenances located thereon, being those certain pieces or parcels of land set forth on Exhibit B, attached hereto;
2. All assets of Del Oro pertaining to the operation of the Water Systems located in the vicinity of the City, including, without limitation, the complete and operating Water Systems shown on the map attached hereto as Exhibit C, being
 - (a) wells, transmission and distribution mains, reservoirs, tanks and standpipes, pumps and pumping stations, hydrants, and personal property described in Exhibit A, and those acquired subsequent to the Effective Date;
 - (b) all of Del Oro’s right, title and interest in and to the curb stops and service connections (to the extent curb stops and service connections may be owned by Del Oro) which pertain to the operation of the Water Systems;
 - (c) any and all franchise rights and exclusive service area grants and/or agreements relating to the operation of all or any portion of the Water Systems;
 - (d) to the extent available and in the possession of Del Oro, all documents, reports, maps, and customer records pertaining to the Water Systems, including, but not limited to, all engineering, laboratory and operating reports, customer service records, including fixture surveys, property maps, distribution maps, gate drawings, main laying specifications and tap and service cards; and

(e) all uncollected customer accounts receivable for the Water Systems which were first invoiced by Del Oro no earlier than 90 days prior to the Closing Date (the “A/R”), which shall be reflected on an Exhibit delivered by Del Oro to City on the business day immediately preceding the Closing Date which Exhibit shall be reasonably acceptable to City (the “A/R List”), which A/R shall be collected by City on and after the Closing Date.

3. Except as expressly provided otherwise herein, assets conveyed shall not include Del Oro’s cash; bank deposits; accounts receivable; refunds; rebates; returns; and insurance proceeds relating (i) to damage that has been repaired in accordance with the standards set forth in this Agreement prior to the Closing Date, or (ii) to claims or liabilities retained by Del Oro, if any.
4. Transfer of the Systems’ Assets and Del Oro’s domestic water supply permits for the Water Systems to the City will occur prior to any bid solicitation and construction activities to ensure the City has full operational control and ownership of the Systems’ Assets prior to commencement of the Project. Upon completion of the Project, the City will surrender these domestic water supply permits.

It is expressly understood that City will (i) purchase only the Systems’ Assets relating to operation of the Water Systems and located in/around the City of Porterville, (ii) acquire title to only those Properties denoted as such on Exhibit B, (iii) receive as part of the Water Systems Assets all materials, supplies, prepayments, and customer deposits, if any, relating to the Water Systems, and (iv) not assume or otherwise be responsible for any accounts payable, outstanding debt, taxes accrued, accrued interest, tax collections payable, deferred credits, or accumulated deferred income taxes of Del Oro having occurred prior to the Closing Date.

1.2. No Liabilities to be Assumed.

City shall assume no liabilities or obligations of Del Oro whatsoever in connection with the sale of the (Systems’) Assets provided for in this Agreement, whether accrued, contingent or other, incurred prior to the Closing Date, or arising from the activities of Del Oro prior thereto, excepting only any obligations of Del Oro expressly assumed by City under any lease, contract, agreement or similar document which is assigned to City on and as of the Closing Date, and specified in Exhibit D hereto. For the avoidance of doubt, except as otherwise set forth herein, City shall not assume any liabilities or obligations under the agreements listed in Exhibit D hereto that accrue prior to the Closing Date, all of which liabilities and obligations shall remain solely the responsibility of Del Oro.

1.3. Review of Documentation.

(a) Within ten (10) days following the date of execution of this Agreement, Del Oro shall provide City proper legal descriptions and copies of any available surveys for the real property or the interests therein being transferred pursuant to this Agreement. Within ten (10) days following receipt of such descriptions, City shall provide Del Oro with a list of title defects, liens or encumbrances that are objectionable to City in its sole discretion. If Del Oro cannot remove such defects, liens or encumbrances within ten (10) days following such notice, City shall have the right to terminate this Agreement with no further obligations hereunder.

1.4. Closing Date.

The transactions provided for in this Agreement shall take place on the “Closing Date”, which shall be 14 days following the issuance of all necessary governmental approvals of this transaction, including all necessary approvals and authorizations of the California Public Utilities Commission ("CPUC"). Note CPUC’s authorization to follow the close of escrow. If the Closing Date is delayed because necessary governmental approvals are not yet obtained, the Closing Date may be extended by mutual agreement of City and Del Oro, subject to the approval of the State Water Resources Control Board. Following issuance of CPUC’s approval, Del Oro shall promptly provide a copy of the approval to the State Water Resources Control Board within 5 days of receipt. On the Closing Date, Del Oro will transfer and deliver to City control of the Water Systems and Del Oro will deliver to City all such assignments and instruments of conveyance and transfer as shall be necessary to transfer to and vest in City good and marketable title in and to all of the Water Systems and Properties free and clear of all liens and encumbrances other than those liens and encumbrances described on the legal descriptions provided by Del Oro pursuant to this Agreement. At the request of City after the Closing Date, Del Oro, or its successor in interest, will execute and deliver any such further instruments of conveyance and transfer or confirmation thereof and will take such other action as may reasonably be requested by City in order further to make effective and to assure the transfers of Systems’ Assets and vesting of title as provided for by this Agreement.

2 PURCHASE PRICE AND MANNER OF PAYMENT

2.1 Purchase Price.

The Purchase Price to be paid by City for the Systems’ Assets is \$301,000.00 (“Purchase Price”). Any adjustments to the Purchase Price shall require the mutual written consent of both parties and shall be limited to costs directly attributable to the physical conveyance of assets as outlined in this Agreement (e.g., deed transfers, resolution of liens), incurred by Seller between the Effective Date of this Agreement and the Closing Date. The City intends to seek reimbursement for any adjustments to the Purchase Price under Funding Agreement No. D22-02050, and any adjustments shall only take effect if such reimbursement is approved. All amounts due to and collected by Del Oro after the execution of this Agreement and through the Closing Date are revenue to Del Oro as referenced in Paragraph 1.1.3 and the City makes no claim to any of those amounts. The transfer of ownership will be coordinated with the end/beginning of the billing cycle to

minimize service and payment disruption to the parties and applicable customers. The State Water Resources Control Board has determined that the Purchase Price of \$301,000.00 is eligible for reimbursement under Funding Agreement No. D22-02050 if the requirements of that agreement are met.

2.2 Manner of Payment.

The Purchase Price specified in Section 2.1 hereof shall be paid on the Closing Date by City by wire transfer to Del Oro, in accordance with wire instructions provided by Del Oro or Del Oro's counsel at least ten (10) business days prior to the Closing Date. No payments shall be due if this Agreement is terminated prior to the Closing Date.

3 REPRESENTATIONS AND WARRANTIES OF DEL ORO

Del Oro hereby represents and warrants as follows:

3.1 Organization and Good Standing of Del Oro; Status of Del Oro.

Del Oro is an investor owned utility duly organized, validly existing and in good standing under the laws of the State of California, is legally authorized to sell and distribute water in/around the portions of the City of Porterville, California, in which it presently sells and distributes water through the Water Systems and has all other requisite power and authority and all necessary licenses and permits to own, lease or operate the Systems' Assets and to operate its water utility through the Water Systems as it is now being operated. Del Oro owns all the Systems' Assets (including but not limited to the Properties), has the power and authority to execute, deliver and perform the terms and provisions of the Agreement, and is not, and will not be, under any receivership, impediment, or prohibition imposed by any court, regulatory commission, board, administrative body, arbitration board or tribunal or other federal, state or municipal government agency that would render Del Oro unable to enter into or carry out any provision of this Agreement.

3.2 Title to Properties: Use of Water.

Del Oro has good and marketable title to all of the Systems' Assets, each as referred to in Section 1.1 of this Agreement, and the Systems' Assets are or will be on the Closing Date free and clear of all mortgages, liens, pledges, security interests, restrictions on transfer, claims or encumbrances of any nature whatsoever (collectively, "Liens"), and no other assets or property interests are necessary or appropriate for the proper conduct and operation of Del Oro's water supply business in the Water Systems and the distribution and delivery of water to each water customer in the Water Systems. Del Oro has the right to use the water it is now using in the manner in which it is using such water in the Water Systems. With respect to the Water Systems, all water supply sources, pump stations, and storage facilities are located on the Properties which are owned by Del Oro in fee simple or to which Del Oro has valid easements. To the best of Del Oro's knowledge and except as otherwise disclosed to City in writing, all mains and service connections are located on

real estate owned by Del Oro in fee simple, within the public rights-of-way, or within appropriate permanent easements of record in favor of Del Oro, and all services to customer premises from mains are located entirely on such customers' premises, on public rights-of-way or on property owned by Del Oro in fee simple.

3.3 Location and Use of Assets.

The location and present use of the Systems' Assets conform to all zoning, building, building line, and similar restrictions, or Del Oro has obtained the necessary variances or the same are legally non-conforming under the appropriate law and regulations. The Systems' Assets are located in/adjacent to the City of Porterville, California. The Water Systems' maps attached hereto as Exhibit C, show the land, wells, transmission and distribution mains, reservoirs and standpipes, and pumps and pumping stations of the Water Systems, are, to the best of Del Oro's knowledge and belief, accurate in all material respects.

3.4 Absence of Defaults.

The execution and delivery of this Agreement does not, and will not, (a) violate, conflict with or result in the breach or termination of, or constitute a default under the terms of, any agreement or instrument to which Del Oro is a party or by which it or any of the (Systems') Assets may be bound; (b) result in the creation of any lien, charge or encumbrance upon the Systems' Assets pursuant to the terms of any such agreement or instrument; (c) violate any judgment, order, injunction, decree, license, permit, award, rule or regulation against, or binding upon, Del Oro or upon the Systems' Assets; or (d) constitute a violation by Del Oro of any law or regulation of any jurisdiction, as such law or regulation relates to Del Oro, the Water Systems or the Systems' Assets. Del Oro has obtained, or will make a good faith effort to obtain, all consents, releases or waivers from Governmental Authorities and third parties which may be necessary to avoid the prevention of the execution of this Agreement or the consummation of the transactions contemplated herein.

To the best of Del Oro's knowledge, there are no actions, suits, proceedings or governmental investigations pending (except for SWB Compliance Order No. 03-12-15R-004) or, insofar as is known to Del Oro, in prospect or threatened, against or relating to Del Oro in its capacity as owner and operator of the Water Systems and the Properties, the Systems' Assets or the transactions contemplated by this Agreement in or before any court, regulatory commission, board, administrative body, arbitration board or tribunal or other federal, state or municipal government instrumentality. To the best of Del Oro's knowledge the Water Systems, and Del Oro in its capacity as owner and operator of the Water Systems and the Properties, are not subject to or in violation of any judgment, order, decree, injunction or award of any court, regulatory commission, board, administrative body, arbitration board or tribunal or other federal, state (except for SWB Compliance Order No. 03-12-15R-004) or municipal government instrumentality entered in any proceeding to which they were a party or of which they had knowledge. No proceedings are pending or, to the knowledge of Del Oro, threatened against the rates now being charged by Del Oro to the customers using the Water Systems.

3.5 **Contracts; Liabilities.**

All contracts, agreements, leases, instruments, and documents are valid and in full force and effect, and, to the best of Del Oro's knowledge, no other party to any such contract, agreement, lease, instrument or document has breached any material provision of, or is in default in any material respect under the terms of any such contract, agreement, lease, instrument or document. To the best of Del Oro's knowledge, no contract, agreement, lease, instrument or document of Del Oro will be transferred to City (except for SWB Compliance Order No. 03-12-15R-004). Should it be necessary to transfer any other agreement, lease, instrument and document, such instrument may be transferred by Del Oro to City pursuant to this Agreement with the confirmed written consent of the other party(ies), in a form reasonably satisfactory to City.

3.6 **No Brokers.**

All negotiations relative to this Agreement have been carried out by Del Oro directly with City, without the intervention of any person as a result of any act of Del Oro in such manner as to give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee or other like payment.

3.7 **Compliance with Laws; No Environmental Hazards.**

3.7.1 Del Oro represents that the location and construction, occupancy, operation and use of the Water Systems and Properties do not violate any applicable law, statute, ordinance, rule, regulation, policy, order (except for SWB Compliance Order No.03-12-15R-004) or determination of any Governmental Authority or any restrictive covenant or deed restriction affecting any portion of the Water Systems, including without limitation, any applicable health, environmental, rates, utility, water quality (except for SWB Compliance Order No. 03-12-15R-004), antitrust, collective bargaining, safety, payment of withholding and social security taxes, zoning ordinances and building codes, flood and disaster laws, rules and regulations (hereinafter collectively called the "Applicable Laws").

3.7.2 Without in any way limiting the generality of subsection 3.7.1 above, neither any of the Systems' Assets nor Del Oro are the subject of any pending or, to the best of Del Oro's knowledge, threatened investigation or inquiry by any Governmental Authority (except for SWB Compliance Order No. 03-12-15R-004), or are subject to any known remedial obligations under any Applicable Laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), the Resource Conservation Recovery Act of 1987, as amended ("RCRA"), the Safe Drinking Water Act, as amended ("SDWA"), the Clean Water Act, as amended ("CWA"), the Toxic Substances

Control Act (“TSCA”), the California Hazardous Substances Act, Health and Safety Code secs. 108100-108225 or any applicable provision of Title 22 of the California Code of Regulations (all collectively hereinafter referred to as “Applicable Environmental Laws”), and this representation and warranty would continue to be true and correct following disclosure to any applicable Governmental Authority of all relevant facts, conditions and circumstances pertaining to the Systems’ Assets and/or Del Oro.

3.7.3 No prior use of the Systems’ Assets by Del Oro or, to the best of Del Oro’s knowledge, any prior owners of the Systems’ Assets has occurred which violates any Applicable Environmental Laws. Del Oro has not at any time, directly or indirectly “treated,” “disposed of,” “generated,” “stored” or “released” any “toxic or hazardous substances,” as each term is defined under the Applicable Environmental Laws, or arranged for such activities, in, on or under the Systems’ Assets or any parcel of land, whether or not owned, occupied or leased by Del Oro.

3.7.4 There has been no litigation brought or, to the best of Del Oro’s knowledge, threatened nor any settlement reached by or with any parties alleging the presence, disposal, release, or threatened release, of any toxic or hazardous substance or solid wastes from the use or operation of the Water Systems or the Properties, and neither the Water Systems or the Properties are on any federal or state “Superfund” list, or subject to any environmentally related liens.

3.8 Insurance.

Del Oro maintains insurance in connection with the Properties and the Water Systems against hazards and risks and liability to persons and property to the extent and in the manner customary in the water utility industry.

3.9 Condition of Systems’ Assets.

To the best of Del Oro's knowledge and belief, the Systems’ Assets which constitute the Water Systems were designed and installed in accordance with good waterworks engineering practice as of the date the same were designed and installed and the then applicable rules and regulations of the applicable Governmental Authorities. The Systems’ Assets have been adequately maintained and are in operating condition and repair, ordinary wear and tear excepted, are fit for their intended purpose, and conform to all restrictive covenants, applicable laws, regulations and ordinances relating to their construction, use and operation, except City acknowledges the substandard condition of the three existing water wells, and that the City will take responsibility for the closure and abandonment of those wells, including all costs associated with such closure and abandonment.

3.10 Tax Matters.

Del Oro has paid, or will pay when due, all taxes due with respect to its real property and operations in Porterville/Tulare County, and shall file and pay in full any tax returns, reports or other filings related to any income, withholding, sales, use, gross earnings, real and personal property, excise or other taxes with respect to the Properties or the Water Systems through the Closing Date.

3.11 Disclosure.

No representation or warranty in this Article 3 or in any information, list, Exhibit or certificate furnished or to be furnished by or on behalf of Del Oro pursuant to this Agreement or in connection with actions contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary to make the statement contained herein or therein not misleading.

3.12 Investigation.

City shall use commercially reasonable efforts to provide notice to Del Oro if City's investigation or examination of the business, property or operations of the Water Systems or of the Systems' Assets prior to the Closing Date reveals a violation of any representation or warranty by Del Oro.

4 REPRESENTATIONS AND WARRANTIES OF CITY

City hereby represents and warrants as follows:

4.1 Organization and Good Standing.

City is a municipal corporation duly organized, validly existing, and in good standing under the laws of the State of California.

4.2 Authority Relative to this Agreement.

This Agreement has been validly authorized by all requisite action on the part of City, approved by the City Council of City, and duly executed and delivered by City, and constitutes a valid and legally binding obligation of City, enforceable in accordance with its terms.

4.3 No Brokers.

All negotiations relative to this Agreement have been carried out by City directly with Del Oro without the intervention of any person as a result of any act of City in such manner as to give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee or other like payment.

5 CONDUCT OF THE PARTIES PENDING THE CLOSING DATE

5.1 Approvals and Consents.

Until the Closing Date, Del Oro shall conduct its business and affairs with respect to the Properties and the Water Systems only in the ordinary course, and so that the

representations and warranties contained in Article 3 hereof will be true and correct at and as of the Closing Date, except for changes permitted or contemplated by this Agreement, and so that the conditions to be satisfied by Del Oro on or prior to the Closing Date shall then have been satisfied. Del Oro shall use its best efforts to maintain and preserve the operation of the Water Systems, and to preserve its relationships with persons or entities having business relations with Del Oro relating to the Water Systems. Del Oro will cooperate with City on and after the Closing Date to effect a satisfactory transition in the operation of the Water Systems.

Without limiting the generality of the foregoing, pending the Closing Date, and not unless prior written consent of City is given (which consent shall not be unreasonably withheld):

1. Del Oro shall not dispose of any of the Systems' Assets other than in the ordinary course of business, which such disposal shall in no event exceed \$1,000 in any individual transaction or \$5,000 in the aggregate;
2. Del Oro shall not incur any additional liabilities with respect to the Water Systems, except with respect to utilities as incurred in the ordinary course of business, or such other liabilities incurred in the ordinary course of business which do not exceed \$1,000 individually or \$5,000 in the aggregate, whether for borrowed money or otherwise, or encumber any of the Systems' Assets;
3. Del Oro shall not take any action that might adversely affect its ability to pass good and marketable title to the Systems' Assets free and clear of all liens and charges;
4. Del Oro shall maintain in force all existing casualty and liability insurance policies and fidelity bonds relating to the Systems' Assets, or policies or bonds providing substantially the same coverage;
5. Del Oro shall advise City in writing of any material, adverse change or any event, occurrence or circumstance which is likely to cause a material adverse change in the Systems' Assets or liabilities (whether absolute, accrued, contingent or otherwise); and
6. Del Oro shall operate the Water System in accordance with general water works standards, maintain the Systems' Assets in operating condition, and as good condition as exists as of the effective date of this Agreement, reasonable wear and tear excepted.

5.2 **Lawsuits.**

Del Oro shall notify City promptly of any lawsuit, claim, proceeding or investigation that may be threatened, brought, asserted or commenced (a) involving the transaction contemplated by this Agreement or (b) which might have a material adverse effect on the System's Assets.

5.3 Compliance with Laws.

With respect to the Water Systems and the Properties, from the date hereof, Del Oro shall take all reasonable efforts to remain in compliance with all federal, state, local and other laws, statutes, ordinances, rules, regulations, orders, judgments, and decrees applicable to the Water Systems or the Systems' Assets. Del Oro shall promptly disclose any violations of any such laws, statutes, ordinances, rules, regulations, orders, judgments, and decrees, including without limitation any violations of water quality or environmental regulations, to City.

5.4 Additional Documents.

Del Oro and City shall each execute and deliver such other documents which may be reasonably requested for the purpose of carrying out the transactions contemplated by this Agreement.

5.5 Additional Easements.

Del Oro and City will use commercially reasonable efforts both before and after the Closing to identify any additional easements or other access rights required by either of them in connection with the Systems Assets or the Water Systems (in the case of City) or in the ordinary course of business (in the case of Del Oro) and to negotiate and enter into mutually acceptable documentation to effect such easements or other access rights.

6 COVENANTS OF CITY

6.1 Cooperation.

City will refrain from voluntarily taking any action which would knowingly (a) render any representation or warranty contained in this Agreement inaccurate as of the Closing Date, (b) be inconsistent with the satisfaction of the requirements, covenants, and agreements applicable to it as set forth in this Agreement, or (c) impede or prevent the conditions to the consummation of the transaction contemplated by this Agreement from being satisfied.

6.2 Lawsuits.

City shall promptly notify Del Oro of any lawsuit, claim, proceeding or investigation which may be threatened, be brought, asserted or commenced involving the transactions called for in this Agreement or which might have an adverse impact upon Del Oro.

7 INDEMNIFICATION

Del Oro shall defend, indemnify and hold harmless City from and against any and all liabilities, assessments, deficiencies, penalties, interest, damages, losses, claims and expenses (including, but not limited to, court costs and attorneys' fees) (hereinafter collectively referred to as the "Losses") which City may sustain or which may be asserted against City, arising out of or founded in any way upon (i) the operation of Del Oro's business prior to the Closing Date; or (ii) the ownership of the Properties prior to the Closing Date; or (iii) any breach or default of or under any of the representations, covenants or other provisions of this Agreement, including any document furnished or delivered to City pursuant to this Agreement, or resulting from any material omission in any of the foregoing necessary to make the same not misleading, provided that in all cases City notifies Del Oro in writing of its claim within three years of the Closing.

8 TERMINATION

8.1 Termination Events.

This Agreement may be terminated and abandoned at any time prior to the Closing Date by mutual agreement of City and Del Oro, subject to the approval of the State Water Resources Control Board.

8.2 Effect of Termination; Return of Materials; Expenses, Etc.

If this Agreement is terminated prior to the Closing Date, each party shall return to the other party all written material obtained in connection with the transactions contemplated hereby, whether obtained before or after the execution of this Agreement. Regardless of whether or not the transactions contemplated by this Agreement are consummated, each party shall pay its own expenses (including, without limitation, the fees and expenses of its agents, representatives, counsel, and accountants) incurred in connection therewith.

9 AMENDMENT AND WAIVER

This Agreement may be amended in writing at any time prior to the Closing Date by the mutual written consent of Del Oro and City, subject to the approval of the State Water Resources Control Board.

10 OTHER PROVISIONS

10.1 Governing Law.

This Agreement shall be construed and interpreted according to the laws of the State of California.

10.2 Incorporation of Exhibits.

All attached exhibits are incorporated in this Agreement by reference.

10.3 Assignment.

This Agreement may not be assigned by any party hereto without the prior written consent of the parties, and any attempt to assign without such consent shall be voidable by any party.

10.4 Notices.

All notices, waivers, and consents under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class mail, postage prepaid, addressed as follows:

If to Del Oro to:

Janice Hanna

Director, Corporate Accounting

Drawer 5172

Chico, CA 95927

with a copy to:

Thomas J. MacBride

Attorney for Company

Downey Brand1234 Street St.455 Market Street, Suite 1500

(City)San Francisco, CA 1234594105

If to City to:

Person at City

1234 City St.

(City), California 12345

with a copy to:

Julia M. Lew, City Attorney

McCormick, Kabot & Lew4010 S. Demaree Street

Visalia, California 93277

10.5 **Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be treated as an original, but all of which, collectively, shall constitute only one instrument.

10.6 **Survival of Representations and Warranties.**

City and Del Oro agree that the representations and warranties contained in this Agreement or in any instrument delivered hereunder shall survive the Closing Date for a period of one (1) year and shall be unaffected by any investigation made by any party hereto. The representations and warranties contained herein shall not survive beyond said one (1) year period.

10.7 **Waiver.**

Waiver of any term or condition of this Agreement by any party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement.

10.8 **Full Consideration.**

Del Oro expressly agrees that the consideration provided to Seller by City under this Agreement is the full amount of consideration to be paid by City for acquisition of the Systems' Assets. By execution of this Agreement and acceptance of this consideration, Del Oro expressly agrees that this consideration fully satisfies all City's legal obligations to pay just compensation, as defined under California Eminent Domain Law, for the Systems' Assets, and Del Oro releases City from any and all claims Del Oro may have against City for compensation.

10.9 **Successor and Assigns.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties hereto.

10.10 **Severability.**

In case one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, rule or regulation, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

DEL ORO WATER COMPANY Inc.

By: Robert S. Fortino

Its: Chief Executive Officer

CITY OF Porterville

Greg Meister, Mayor

Approved as to Form:

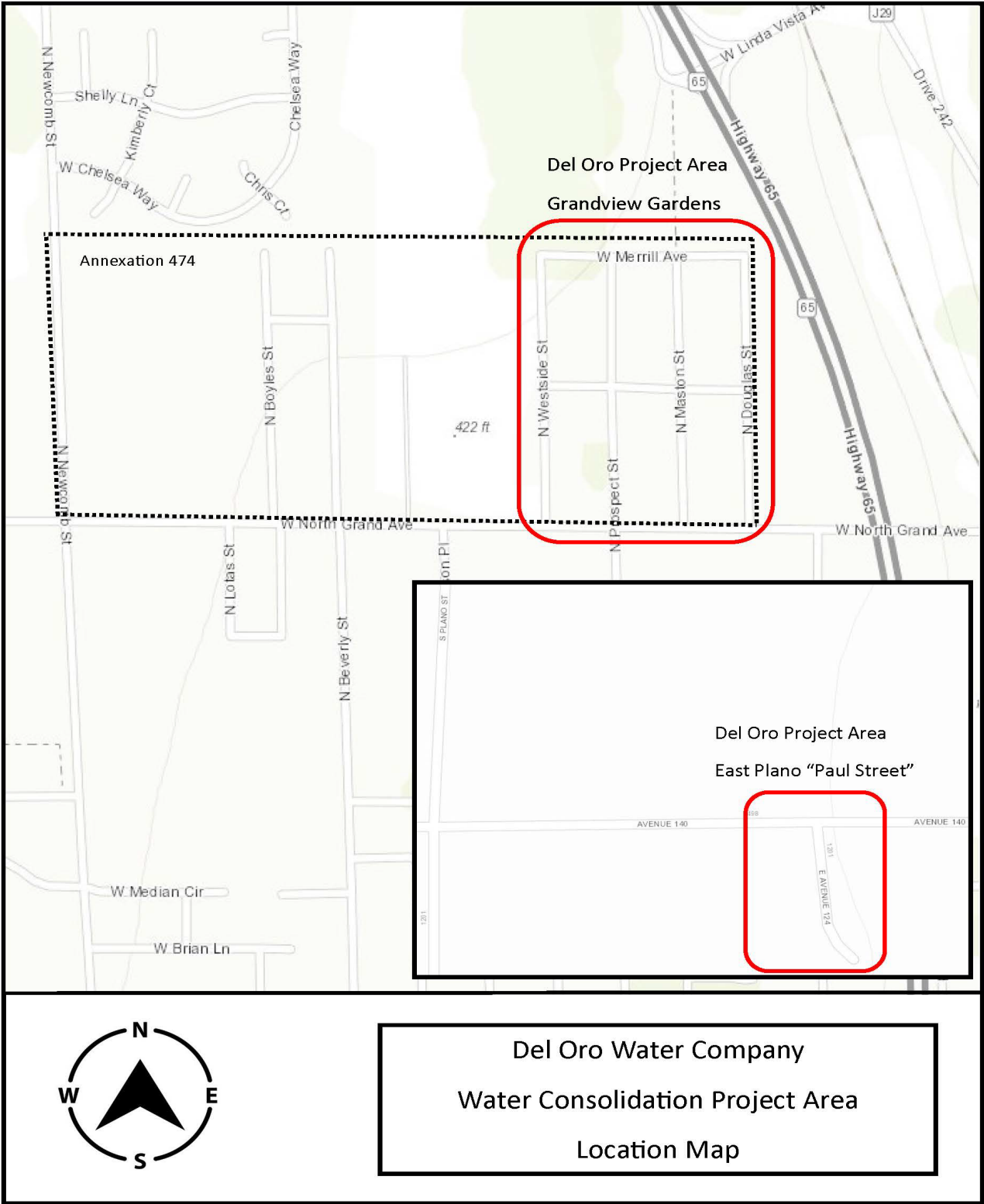
Julia M. Lew, City Attorney

Attest:

Jason Ridenour, Interim City Clerk

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

EXHIBIT A
LOCATION MAP



DESCRIPTION OF GRANDVIEW & EAST PLANO WATER SYSTEMS

The Water System consists of three wells from which water is drawn, spread across the East Plano and Grandview Gardens Districts in Tulare County. The districts are approximately six miles apart and are close to the city of Porterville, California. East Plano is located just south of Porterville while Grandview Gardens is located directly to the north. Del Oro originally operated the two districts separately, but combined the East Plano and Grandview Gardens districts to become the larger Tulare district in 2014. Grandview Gardens contains both a south and a north well, capable of pumping 175 and 140 gallons per minute, respectively. The well in East Plano is significantly smaller, only pumping 32 gallons per minute. Each well system comes with a pressurized storage tank along with an accompanying distribution system.

As of December 31, 2020, the Water System had 112 active, metered connections to which it delivers water during operations; 98 of these connections serve the Grandview Gardens district and 14 serve the East Plano district. 102 of these connections serve residences while the remaining 10 serve either industrial or commercial buildings. Combined, the Water System has 6,133 feet of piping and is able to collectively store around 5,500 gallons of water. Employees servicing the Water System consist of three field operatives, one statewide superintendent, eight office staff located at Del Oro's Chico office, and three managers. The Water System is one of the smaller districts operated by Del Oro, and management has informed us that any future growth will likely be limited. We note, however, that the rate of return received by Del Oro on the Water System's rate base was the second highest of all of Del Oro's water systems.

The Water System was owned and operated by the Alley family for more than 40 years, through the early 2000's; the Alley family operated the East Plano district for more than 40 years without notifying the CPUC. The Alley family transferred ownership of the Water System to Raymond Smith, who operated the Water System under the name Watertek, in 2002. On January 8, 2004, Smith sold both districts to Douglass Elliot, who continued to use the Watertek name. Del Oro purchased both districts from Elliot on March 15, 2011. On April 22, 2015, Del Oro was cited for exceeding the maximum contaminant levels of nitrate in one of the Grandview Gardens wells. On April 22, 2021, Del Oro was cited again for failing to comply with state nitrate guidelines and ordered to draft plans necessary to consolidate the Tulare district with the city of Porterville's water system. On June 16, 2021, funding was granted by the California State Water Resources Control Board to develop such a consolidation agreement.

EXHIBIT B

SYSTEMS' WATER DISTRICTS' PROPERTY TO BE CONVEYED TO CITY OF PORTERVILLE

INSERT LEGAL DESCRIPTIONS HERE

Escrow No.: 10-41005384-CCC
Locate No.: CACTI7754-7754-4410-0041005384
Title No.: 10-41005384-JAH

Parcel 1: 243-203-003

The East 25 feet of the North 40 feet of Lot 17 of Tract No. 313, in the County of Tulare, State of California, as per Map recorded in Book 23, Page 25 of Maps, Tulare County Records.

Parcel 2; 270-060-014

Lot 16 of Tract No. 242, in the County of Tulare, State of California, as per Map recorded in Book 21, Page 87 of Maps, Tulare County Records.

APN: 243-203-003, 270-060-014

EXHIBIT C

MAP OF SYSTEM'S WATER DISTRIBUTION/PLANT FACILITIES (GRANDVIEW GARDENS)

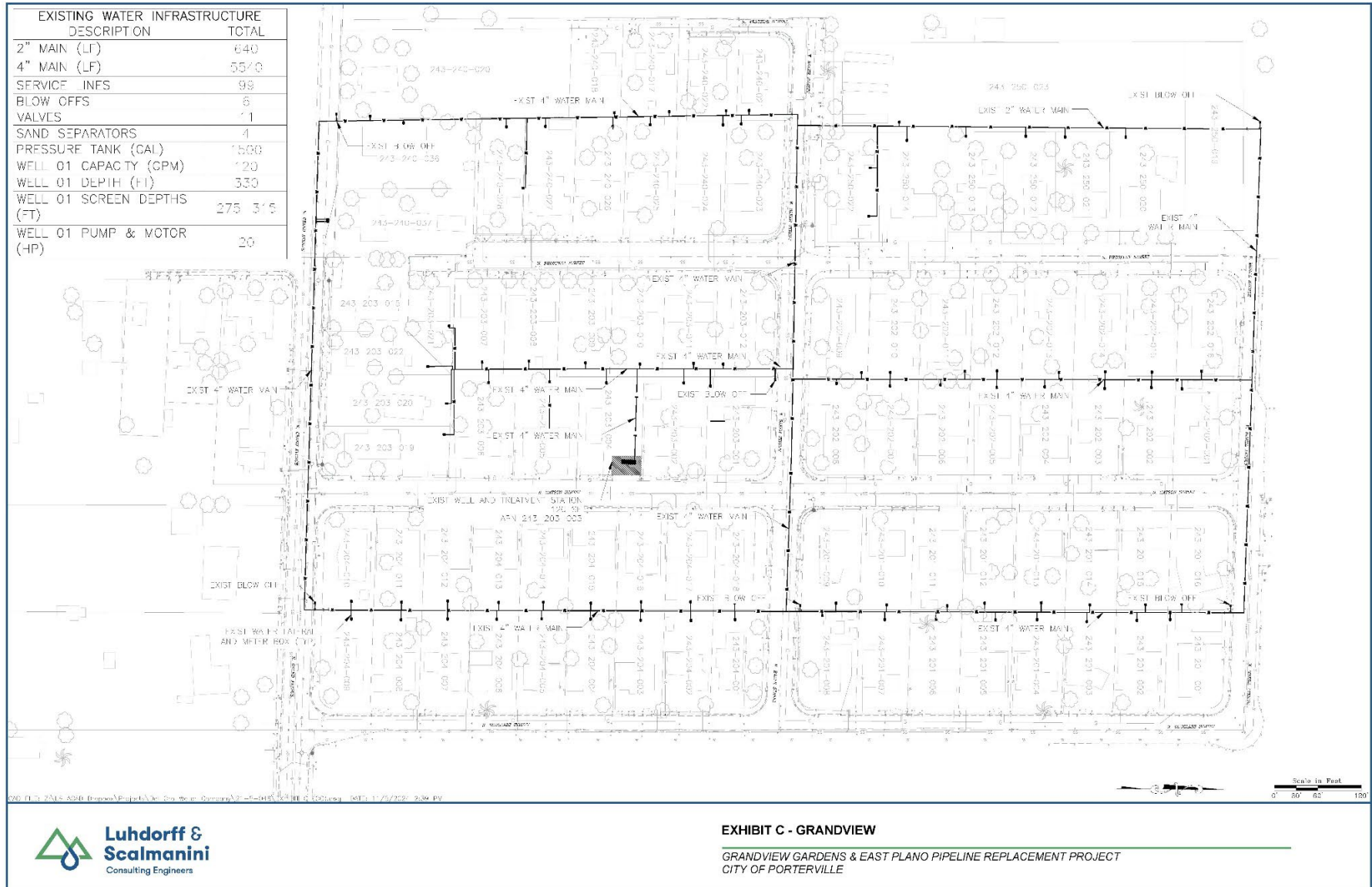


EXHIBIT C

MAP OF SYSTEM'S WATER DISTRIBUTION/PLANT FACILITIES (EAST PLANO)

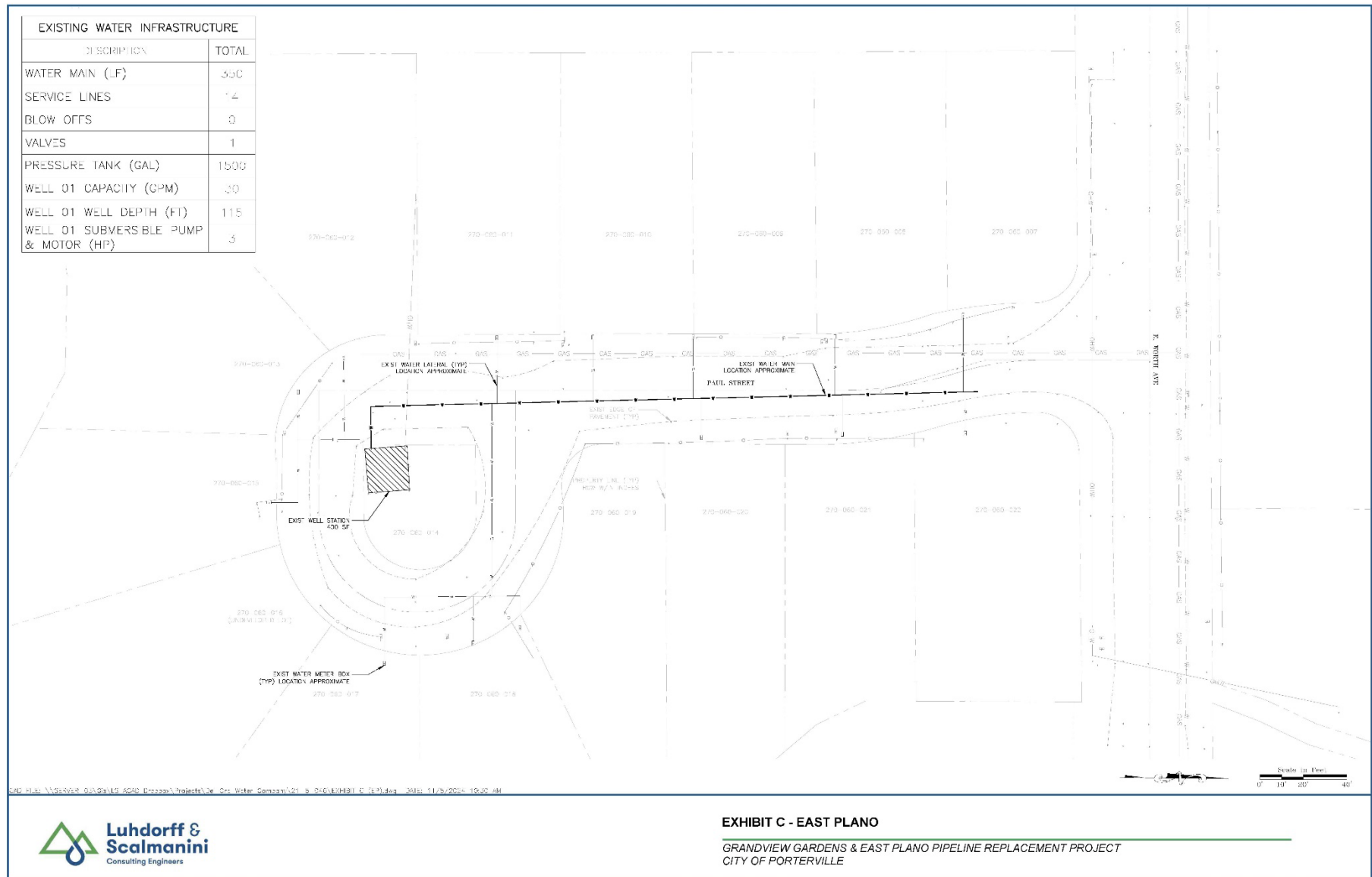


EXHIBIT D

**DEL ORO WATER COMPANY CONTRACTUAL OBLIGATIONS
TO BE TRANSFERRED TO AND ASSUMED BY CITY OF PORTERVILLE**

**LIST ANY CONTRACTS, LEASES, OR AGREEMENTS CITY WILL HAVE TO ASSUME FOR
ONGOING OPERATIONS – IF ANY**

SWRCB Compliance Order No. 03-12-15R-004



State Water Resources Control Board
Division of Drinking Water

April 22, 2021

System No. 5400666

Mr. Robert Fortino, CEO
Del Oro Grandview Gardens District
Drawer 5172
Chico, CA 95927

**CITATION NO. 03_12_21C_007
VIOLATION OF MAXIMUM CONTAMENANT LEVEL FOR NITRATE AND
DIRECTIVES OF COMPLIANCE ORDER NO. 03_12_15R_004**

Enclosed is Citation No. 03_12_21C_007 (hereinafter "Citation"), issued to the Del Oro Grandview Gardens District (hereinafter "Water System") public water system. Specifically, the Water System failed to comply with the April 30, 2018 deadline, established in the Compliance Order No. 03_12_15R_004 (issued on April 22, 2015) and other directives in the compliance order, for violation of the Nitrate maximum contaminant level. Please note that there are legally enforceable deadlines associated with this Citation starting on page four.

The Water System will be billed at the State Water Resources Control Board's (hereinafter "State Water Board") hourly rate for the time spent on issuing this Citation. California Health and Safety Code (hereinafter "CHSC") Section 116577 provides that a public water system must reimburse the State Water Board for actual costs incurred by the State Water Board for specified enforcement actions, including preparing, issuing and monitoring compliance with a citation. At this time, the State Water Board has spent approximately one hour on enforcement activities associated with this violation.

Any person who is aggrieved by a citation, order or decision issued under authority delegated to an officer or employee of the State Water Board under Article 8 (commencing with CHSC, Section 116625) or Article 9 (commencing with CHSC, Section 116650), of the Safe Drinking Water Act (CHSC, Division 104, Part 12, Chapter 4), may file a petition with the State Water Board for reconsideration of the citation, order or decision.

Petitions must be received by the State Water Board within 30 days of the issuance of the citation, order or decision by the officer or employee of the State Water Board. The date of issuance is the date when the Division of Drinking Water mails a copy of the

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

265 West Bullard Avenue, Suite 101, Fresno, CA 93704 | www.waterboards.ca.gov

citation, order or decision. If the 30th day falls on a Saturday, Sunday, or state holiday, the petition is due the following business day by 5:00 p.m.

Information regarding filing petitions may be found at:

http://www.waterboards.ca.gov/drinking_water/programs/petitions/index.shtml

If you have any questions regarding this matter, please contact Mr. Eli McFarland of my staff at (559) 437-0739 or me at (559) 447-3300.

Sincerely,

Chad Fischer

Digitally signed by Chad
Fischer
Date: 2021.04.22 15:12:19
07:00
Water Boards

Chad Fischer, P.E.
Visalia District Engineer
SOUTHERN CALIFORNIA BRANCH
DRINKING WATER FIELD OPERATIONS

CJF/EM

Enclosures

Certified Mail No. 7020-0090-0000-5062-5464

cc: Tulare County Environmental Health Department

STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD
DIVISION OF DRINKING WATER

Name of Public Water System: Del Oro Grandview Gardens District

Water System No: 5400666

Attention: Mr. Robert Fortino, CEO

Drawer 5172

Chico, CA 95927

Issued: April 22, 2021

CITATION FOR NONCOMPLIANCE
CALIFORNIA HEALTH AND SAFETY CODE, SECTION 116555 AND
CALIFORNIA CODE OF REGULATIONS, TITLE 22, SECTION 64431
MAXIMUM CONTAMENANT LEVEL FOR NITRATE
AND DIRECTIVES OF COMPLIANCE ORDER NO. 03_12_15R_004

The California Health and Safety Code (hereinafter "CHSC"), Section 116650 authorizes the State Water Resources Control Board (hereinafter "State Water Board"), to issue a citation to a public water system when the State Water Board determines that the public water system has violated or is violating the California Safe Drinking Water Act (hereinafter "California SDWA"), (CHSC, Division 104, Part 12, Chapter 4,

1 commencing with Section 116270), or any regulation, standard, permit, or order issued
2 or adopted thereunder.

3
4 The State Water Board, acting by and through its Division of Drinking Water (hereinafter
5 "Division"), and the Deputy Director for the Division, hereby issues Citation No.
6 03_12_21C_007 (hereinafter "Citation"), pursuant to Section 116650 of the CHSC to the
7 Del Oro Grandview Gardens District (hereinafter "Water System"), for violation of
8 CHSC, Section 116555 and California Code of Regulations (hereinafter "CCR"), Title
9 22, Section 64431, Maximum Contaminant Levels (hereinafter "MCL") - Nitrate.

10 11 **STATEMENT OF FACTS**

12 The Water System is classified as a community public water system with a population of
13 327, serving 99 connections. The Water System operates under Domestic Water
14 Supply Permit No. 03-12-12P-002 issued by the State Water Board on January 5, 2012.

15 The Water System is using a groundwater source to supply potable water to the
16 distribution system.

17
18 CHSC, Section 116555 requires all public water systems to comply with primary
19 drinking water standards as defined in CHSC, Section 116275(c). Primary drinking
20 water standards include maximum levels of contaminants, specific treatment standards,
21 and monitoring and reporting requirements as specified in regulations adopted by the
22 State Water Board.

23
24 Since 2014, the water produced by the System's well (Well No. 01) has exceeded the
25 Nitrate MCL. Compliance Order No. 03_12_15R_004 was issued on April 22, 2015
26 requiring the Water System to comply with the Nitrate by April 30, 2018. The Water
27 System failed to comply with the directives in Compliance Order No. 03_12_15R_004
28 and continues to provide water to the public in excess of the Nitrate MCL.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

Compliance Order No. 03_12_15R_004 directed the Water System to take certain actions, including the following:

- 1. On or before **April 30, 2018**, comply with CCR, Title 22, Section 64431 and remain in compliance.
- 8. Timely perform the Division approved Corrective Action Plan and each and every element of said plan according to the time schedule set forth therein.

To date, the Water System has failed to comply with Directive No's. 1 and 8 of Compliance Order No. 03_12_15R_004. The Water System continues to violate the MCL for Nitrate and has not met the compliance deadline established in Directive No. 1.

The compliance deadline established in Directive No. 1 of Compliance Order No. 03_12_15R_004 was April 30, 2018, which has expired and the Water System continues to violate the Nitrate MCL and does not appear to be making sufficient progress towards complying with Title 22, CCR, 64431 and remain in compliance.

DETERMINATION

The State Water Board has determined that the Water System has continued to fail to comply with primary drinking water standards pursuant to CHSC, Section 116555 and the Nitrate MCL pursuant to CCR, Title 22, Sections 64431 since issuance of Compliance Order No. 03_12_15R_004. Furthermore, the Water System has continued to make insufficient progress in returning the Water System back to compliance since issuance of Compliance Order No. 03_12_15R_004.

1 **ADMINISTRATIVE PENALTY PURSANT TO HEALTH AND SAFETY CODE**

2 **SECTION 116650**

3 Section 116650(a) of the CHSC allows for the issuance of a citation for failure to comply
4 with the requirements of the California Safe Drinking Water Act, or any regulation,
5 permit, standard, citation, or order issued thereunder. Section 116650(d) and (e) allow
6 for the assessment of a penalty not to exceed one thousand dollars (\$1,000) per day for
7 each day that a violation occurs.

8
9 **DIRECTIVES**

10 The Water System is hereby directed to take the following actions:

- 11
- 12 1. By August 31, 2021, submit to the Division for review a draft Consolidation
13 Agreement with the City of Porterville to consolidate the Grandview Gardens
14 District.
- 15
- 16 2. Notify the State Water Board in writing no later than five (5) days prior to the
17 deadline for performance of any directive set forth herein if the Water System
18 anticipates it will not meet the deadline.
- 19
- 20 3. By May 23, 2021 complete and return to the State Water Board the "Notification
21 of Receipt" form attached to this Citation as Appendix No. 1. Completion of this
22 form confirms that the Water System has received this Citation and understands
23 that it contains legally enforceable directives with due dates.
- 24

25 All submittals required by this Citation, unless otherwise specified in the directives
26 above, must be electronically submitted to the State Water Board at the following
27 address. The subject line for all electronic submittals corresponding to this Citation

1 must include the following information: Water System name and number, citation
2 number and title of the document being submitted.
3
4 Chad Fischer, P.E., Senior Sanitary Engineer
5 State Water Resources Control Board
6 Division of Drinking Water, Visalia District
7 265 W. Bullard Ave, Suite 101
8 Fresno, CA 93704
9 Dwpdist12@waterboards.ca.gov
10
11 The State Water Board reserves the right to make modifications to this Citation as it
12 may deem necessary to protect public health and safety. Such modifications may be
13 issued as amendments to this Citation and shall be effective upon issuance.
14
15 Nothing in this Citation relieves the Water System of its obligation to meet the
16 requirements of the California SDWA (CHSC, Division 104, Part 12, Chapter 4,
17 commencing with Section 116270), or any regulation, standard, permit or order issued
18 or adopted thereunder.
19
20 **PARTIES BOUND**
21 This Citation shall apply to and be binding upon the Water System, its owners,
22 shareholders, officers, directors, agents, employees, contractors, successors, and
23 assignees.
24
25 **SEVERABILITY**
26 The directives of this Citation are severable, and the Water System shall comply with
27 each and every provision thereof notwithstanding the effectiveness of any provision.
28
29

1 **FURTHER ENFORCEMENT ACTION**

2 The California SDWA authorizes the State Water Board to: issue a citation or order with
3 assessment of administrative penalties to a public water system for violation or
4 continued violation of the requirements of the California SDWA or any regulation,
5 permit, standard, citation, or order issued or adopted thereunder including, but not
6 limited to, failure to correct a violation identified in a citation or compliance order. The
7 California SDWA also authorizes the State Water Board to take action to suspend or
8 revoke a permit that has been issued to a public water system if the public water system
9 has violated applicable law or regulations or has failed to comply with an order of the
10 State Water Board, and to petition the superior court to take various enforcement
11 measures against a public water system that has failed to comply with an order of the
12 State Water Board. The State Water Board does not waive any further enforcement
13 action by issuance of this Citation.

14 **Chad Fischer**



Digitally signed by Chad Fischer
Date: 2021.04.22 15:21:10 -07'00'

15
16 Chad Fischer, P.E.
17 Visalia District Engineer
18 State Water Resources Control Board
19 Division of Drinking Water

Date

20
21 **Appendices:**

- 22 1. Notification of Receipt Form

23
24 Certified Mail No. 7020-0090-0000-5062-5464

Appendix 1 - Notification of Receipt

Citation Number: 03_12_21C_007

Name of Water System: Del Oro Grandview Gardens District

System Number: 5400666

Certification

I certify that I am an authorized representative of the Del Oro Grandview Gardens District and that Citation No. 03_12_21C_007 was received on _____. Further I certify that the Citation has been reviewed by the appropriate management staff of the Del Oro Grandview Gardens District and it is clearly understood that Citation No. 03_12_21C_007 contains legally enforceable directives with specific due dates.

Signature of Water System Representative

Date

THIS FORM MUST BE COMPLETED AND RETURNED TO THE STATE WATER BOARD, DIVISION OF DRINKING WATER, NO LATER THAN May 23, 2021
--

Disclosure: Be advised that the California Health and Safety Code, Sections 116725 and 116730 state that any person who knowingly makes any false statement on any report or document submitted for the purpose of compliance with the Safe Drinking Water Act may be liable for, respectively, a civil penalty not to exceed five thousand dollars (\$5,000) for each separate violation or, for continuing violations, for each day that violation continues, or be punished by a fine of not more than \$25,000 for each day of violation, or by imprisonment in the county jail not to exceed one year, or by both the fine and imprisonment.

RESOLUTION NO. ____-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE
CONSOLIDATION OF DEL ORO WATER SYSTEMS**

WHEREAS, the City of Porterville ("City") provides municipal water utility services to residents within the City and certain areas outside the City limits; and

WHEREAS, the Grandview Gardens and East Plano water systems, currently owned and operated by Del Oro Water Company ("Del Oro"), have faced water quality and infrastructure challenges impacting their ability to provide reliable service; and

WHEREAS, the State Water Resources Control Board ("Water Board") has prioritized the consolidation of the Grandview Gardens and East Plano water systems with the City's municipal water utility to address these challenges; and

WHEREAS, the City has been awarded preliminary funding under the Expedited Drinking Water Grant (EDWG) Program in the amount of \$8,123,000 to support the planning, design, and construction necessary for the consolidation project; and

WHEREAS, the City and Del Oro have negotiated a Purchase and Sale Agreement, which sets forth the terms and conditions for the transfer of ownership of the Grandview Gardens and East Plano water systems to the City, including a purchase price of \$301,000; and

WHEREAS, the Purchase and Sale Agreement aligns with the City's long-term objectives of providing safe and sustainable water service, as outlined in Resolutions No. 38-2015, 74-2014, and 75-2014; and

WHEREAS, the consolidation project includes replacing water mains, installing fire hydrants and water meters, and decommissioning substandard wells to ensure compliance with City standards and regulations; and

WHEREAS, the City Council has reviewed the terms of the Purchase and Sale Agreement and, subject to the satisfaction of certain conditions, finds it to be in the best interest of the City and its residents to proceed with the acquisition and consolidation of the Del Oro water systems.

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

SECTION 1: The City Council hereby approves the Purchase and Sale Agreement between the City of Porterville and Del Oro Water Company for the acquisition of the Grandview Gardens and East Plano water systems for a purchase price of \$301,000,

subject to the satisfaction of certain conditions and approval by the Assistant City Manager and City Attorney.

SECTION 2: The City Council authorizes the Mayor or designee, the Assistant City Manager, and/or the Public Works Director to execute the Purchase and Sale Agreement and any necessary documents related to the acquisition, subject to review and approval of certain conditions, and as to form by the City Attorney.

SECTION 3: The City Council authorizes the Mayor or designee, the Assistant City Manager, and/or the Public Works Director to take all actions necessary to comply with the terms and conditions of Agreement No. D2202050 with the Water Board, including but not limited to environmental compliance, engineering design, and construction activities.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution and ensure that it is entered into the official records of the City.

PASSED, APPROVED AND ADOPTED this 21st of January, 2025.

Greg Meister, Mayor

Attest:
Jason Ridenour, Interim City Clerk

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



CITY COUNCIL AGENDA – MAY 16, 2023

SUBJECT: Authorization to Apply and Receive Financing for the Consolidation of Del Oro Water Company

SOURCE: Public Works

COMMENT: The City provides public water services both to the City's residents (within City limits) and community residents outside City limits. As a result of local water quality impacts, the State Water Resources Control Board (Water Board) has sought out and encouraged the consolidation of surrounding private water systems. In this regard, the City has been in active communications to support consolidating two Del Oro Community Water Systems.

Del Oro was awarded a Funding Agreement to support these actions in January 2015, to address the water quality and quantity issues faced by the Grandview Gardens District and Del Oro East Plano water systems. The Planning Grant will develop the design, environmental, and legal documents necessary to consolidate with the City's water system.

The Grandview Gardens system is bounded by W. Merrill Avenue on the north, N. Westside Street on the west, N. Douglas Street on the east, and W. North Grand Avenue on the south. The Del Oro East Plano system is located east of S. Plano Street, and south of E. Worth Avenue, identified as Paul Street. The area served by the water company encompasses roughly ninety-nine (99) parcels within the water company service boundary.

Grandview Garden was annexed into the City on April 7, 2015, by Resolution No. 38-2015. Provisions for efficiently providing government services in a manner consistent with the City's Annexation and Municipal Services Objectives, Policies, and Procedures are detailed in Resolutions No. 74-2014 and 75-2014. The East Plano Water System on Paul Street is not within City Limits. However, it is located within the City's Urban Development Boundary (UDB) and will require Annexation or Extraterritorial Service Agreement to Serve.

The Water Board has acknowledged the following steps to respond in the consolidation process necessary to enter into a Funding Agreement with the City to bridge the gap from planning to construction to City Standards with the City as the lead agency. City staff has tentatively coordinated discussions of what a funding application would consist of; the funding for the planning review, design review, and construction of improvements to the water supply facilities of the City necessary to meet water quality requirements and system demands. The proposed improvements include new distribution mains to provide water service to each customer served by the Del Oro Water Company, water meters, and fire hydrants.

Item No. 6.

Pending the City Council's approval and authorization to proceed, Water Boards has provided a Preliminary Funding Award Notification for the Project for \$8,123,000.

After receiving a Preliminary Funding letter from the Water Board, a Resolution authorizing the application for a funding agreement and identifying the City's authorized representative by title is required. The funding agreement will also require a Resolution certifying that its decision-making body reviewed and considered an environmental determination to be completed by the City after the Funding Agreement has been issued for the Water Supply Project.

The staff recommendation is that the Council receive the Preliminary Funding Award Notification Letter for the City of Porterville, Grandview Gardens, and East Plano Consolidation with the City under the Expedited Drinking Water Grant Funding Program for improvements, including distribution mains to provide water service to each customer served by the Del Oro Water Company, water meters, and fire hydrants, with the completion of the identified Resolution, authorizing the Mayor or designee, the Public Works Director, to apply for and receive financing from the California State Water Resources Control Board for Planning, Design, and Construction of the Grandview Gardens and East Plano consolidation with the Porterville Project.

RECOMMENDATION:

That the City Council:

1. Approve the Preliminary Funding Award Notification Letter with the State Water Resources Control Board to consolidate the Del Oro Water Systems; Grandview Gardens, and East Plano (Paul Street), onto the City's water distribution system;
2. Adopt the draft Resolution authorizing the Mayor or Designee, the Public Works Director, to apply for and receive financing from the California State Water Resources Control Board for the planning, design, and construction of the Del Oro Systems; Grandview Gardens and East Plano Water Consolidation Project;
3. Direct the City Attorney as General Counsel to provide a legal opinion letter in regards to the proposed project once a funding agreement is received; and
4. Authorize the Mayor or Designee, the Public Works Director, to execute the funding agreement with the State Water Resources Control Board and any other necessary documents to effect the transaction.

ATTACHMENTS:

1. Draft Resolution
2. Preliminary Funding Award Notification
3. Resolution No. 38-2015
4. Resolution No. 74-2014
5. Resolution No. 75-2014
6. Location Map

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

D2202050

AMENDMENT NUMBER

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME City of Porterville (5410010-019C)		2. FEDERAL I.D. NUMBER 94-6000398
3. AGENCY TRANSMITTING AGREEMENT State Water Resources Control Board	4. DIVISION, BUREAU, OR OTHER UNIT Division of Financial Assistance	5. AGENCY BILLING CODE 079553
6a. CONTRACT ANALYST NAME Lida Hadi	6b. EMAIL Lida.Hadi@waterboards.ca.gov	6c. PHONE NUMBER (916) 341-5799

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☒ No ☐ Yes (If Yes, enter prior Contractor Name and Agreement Number)

PRIOR CONTRACTOR NAME

PRIOR AGREEMENT NUMBER

8. BRIEF DESCRIPTION OF SERVICES

Grandview Gardens and East Plano Consolidation with Porterville

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Project to replace the distribution systems of Grandview Gardens & East Plano and consolidate them into the City of Porterville water system.

10. PAYMENT TERMS (More than one may apply)

☐ Monthly Flat Rate ☐ Quarterly ☐ One-Time Payment ☐ Progress Payment☐ Itemized Invoice ☐ Withhold _____ % ☐ Advanced Payment Not To Exceed☐ Reimbursement / Revenue _____ or _____ %☒ Other (Explain) General Fund

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
☐ General Fund	3940-106-0001	22/23	21	2021	\$8,123,000.00
☐					
☐					
☐					
☐					
☐					

OBJECT CODE

39400553-5432000-001- 3560000C13 \$8,123,000

AGREEMENT TOTAL

\$8,123,000.00

OPTIONAL USE

Ultimate Fund 0001

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$8,123,000.00

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE

\$8,123,000.00

ACCOUNTING OFFICER'S SIGNATURE

Alla Flores

ACCOUNTING OFFICER'S NAME (Print or Type)

Alla Flores

DATE SIGNED

Apr 10, 2023

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

D2202050

AMENDMENT NUMBER

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	7/12/2021	6/30/2026	\$8,123,000.00	EXEMPT
☐ + ☐ - Amendment 1				
☐ + ☐ - Amendment 2				
☐ + ☐ - Amendment 3				
TOTAL			\$8,123,000.00	

13. BIDDING METHOD USED

- ☐ Request for Proposal (RFP) (Attach justification if secondary method is used)
 ☐ Use of Master Service Agreement
☐ Invitation for Bid (IFB)
 ☐ Exempt from Bidding (Give authority for exempt status)
 ☐ Sole Source Contract (Attach STD. 821)
☒ Other (Explain) SAM 1233 (B) (2)(b)

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)**15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)****16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?**

Construction bids and proposal are evaluated to determine that all costs are reasonable and in compliance with all applicable State and Federal laws that project cost analysis have been performed and allowance tables established. Construction salaries are paid in accordance with industry's prevailing wages.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 ☐ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
☒ Not Applicable (Interagency / Public Works / Other GF)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- ☐ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE		SIGNER'S NAME (Print or Type)		DATE SIGNED
18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? ☒ No ☐ Yes ☐ N/A			22. REQUIRED RESOLUTIONS ARE ATTACHED ☒ No ☐ Yes ☐ N/A	
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? ☐ No ☐ Yes ☒ N/A				
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? ☐ None on file ☐ No ☐ Yes ☒ N/A			23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? ☒ No ☐ Yes SB/DVBE Certification Number:	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses ☐ No ☒ Yes ☐ N/A B. STD 204 Vendor Data Record ☐ No ☒ Yes ☐ N/A				
24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any) Governmental Entity OR Non-Governmental Entity			☒ No (Explain below) ☐ Yes _____ % of Agreement	

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

Project may take longer than 3 years to complete.

- ☐ No ☒ Yes (If Yes, provide justification below)

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER	AMENDMENT NUMBER
D2202050	

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE	NAME/TITLE <i>(Print or Type)</i>	DATE SIGNED

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

D2202050

AMENDMENT NUMBER

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE (Print or Type)	DATE SIGNED	
PHONE NUMBER	STREET ADDRESS		
EMAIL	CITY	STATE	ZIP



EXPEDITED DRINKING WATER GRANT

AGREEMENT No. D2202050

BY AND BETWEEN

CITY OF PORTERVILLE ("Recipient")

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")

FOR THE PURPOSE OF THE

GRANDVIEW GARDENS AND EAST PLANO CONSOLIDATION WITH PORTERVILLE PROJECT
("Project")

PROJECT NO. EDWG-5410010-019C

-
- Senate Bill 129 (Stats. 2021, Ch. 69), Item 3940-106-0001 of Section 2.00 of the Budget Act of 2021, Provision 1, and Resolution Nos. 2023-0006 and 2023-0021.

PROJECT FUNDING AMOUNT: \$8,123,000

ESTIMATED REASONABLE PROJECT COST: \$8,123,000

ELIGIBLE WORK START DATE: JULY 12, 2021

ESTIMATED COMPLETION OF CONSTRUCTION DATE: DECEMBER 31, 2025

PROJECT COMPLETION DATE: DECEMBER 31, 2025

FINAL REIMBURSEMENT REQUEST DATE: MARCH 31, 2026

RECORDS RETENTION END DATE: DECEMBER 31, 2061

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
 - EXHIBIT A – SCOPE OF WORK AND SCHEDULE
 - EXHIBIT B – FUNDING AMOUNTS
 - EXHIBIT C – GENERAL TERMS AND CONDITIONS
 - EXHIBIT D – SPECIAL CONDITIONS
2. The following documents are also incorporated by reference, as well as any documents incorporated by reference in Exhibit D:
 - the Final Plans & Specifications, including any amendments, as approved by the Division, which are the basis for the construction contract to be awarded by the Recipient;
 - the Drinking Water System Permit No. 03-12-06P-004, and any amendments thereto;
3. Party Contacts during the term of this Agreement are:

State Water Board		City of Porterville	
Section:	Division of Financial Assistance		
Name:	Pete Stamas, Project Manager	Name:	Michael Knight, Public Works Director
Address:	1001 I Street, 16th Floor	Address:	291 N Main Street
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Porterville, CA 93257
Phone:	(916) 552-9983	Phone:	(559) 782-7462
Email:	Pete.Stamas@waterboards.ca.gov	Email:	mknight@ci.porterville.ca.us

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

4. Conditions precedent to this Agreement are set forth as follows:
 - (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
 - (b) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
 - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

- (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.
 - (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.
6. This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.
7. The Recipient has reviewed and fully understands the provisions and requirements of this Agreement. The Recipient has reviewed and affirms the representations and warranties in this Agreement.

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

CITY OF PORTERVILLE

STATE WATER RESOURCES CONTROL BOARD:

By: Michael L. Knight
Name: Michael Knight
Title: Public Works Director

Date: Oct 3, 2023

By: J. Karkoski
Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance

Date: Oct 17, 2023

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient. The funding under this Agreement shall be used for the purpose of fully consolidating two water systems, the Del Oro Grandview Gardens District and the Del Oro East Plano District, which are currently owned and operated by the Del Oro Water Company.

A.2 SCOPE OF WORK.

Portions of this scope of work may be funded through separate agreements or programs, including agreements with third-party technical assistance providers. Such tasks may still be included herein to clearly document expectations of the Recipient regarding implementation of the Project under this Agreement. Any costs funded through other agreements or programs cannot be submitted for reimbursement under this Agreement.

The Recipient agrees to do the following:

1. Project Management

- Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- Notify the Project Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
- Conduct periodic and final site visits with the Project Manager.
- Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Project Manager as part of Progress Reports.

2. Initial Submissions

- Submit the mandatory Technical, Managerial, and Financial (TMF) Assessment elements, including Budget/Capital Improvement Plan, Consolidation Feasibility, Ownership, and Water Rights, to the Project Manager for approval.
 - 2..1 Mandatory TMF elements must be met to the satisfaction of the Division prior to Bid Solicitation Approval.
- Submit the EDWG Financial Security Package to the Project Manager for approval.
 - 2..1 Division review and approval must be complete prior to Bid Solicitation Approval.
- Complete necessary work to resolve any incomplete items identified by Division after the Division reviews submittals for Items 2.1 and 2.2.
- Submit the professional engineering services contract(s) to the Project Manager for review and approval prior to disbursement of funds for costs incurred under such contract(s).

3. Environmental Compliance, Permitting, and Approvals

No construction or construction-related activities, including construction bid solicitation, is authorized until the California Environmental Quality Act (CEQA) process, permitting, access negotiations and other required approvals are complete.

- Complete documentation required under the CEQA for the proposed construction project.
 - 3..1 Submit the draft CEQA document or Notice of Exemption, as applicable, to the Project Manager for comment.
 - 3..2 Submit the complete EDWG Program Environmental Package to the Project Manager, including one of the following: the Notice of Exemption filed with the County Clerk and with the Governor's Office of Planning and Research, State Clearinghouse; or the final CEQA document (Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report), Mitigation Monitoring and Reporting Plan, comments and responses, adoption/certification resolution, and the Notice of Determination filed with the County Clerk and the Governor's Office of Planning and Research.
 - 3..3 Obtain written concurrence from the Project Manager confirming the State Water Board has made its own environmental findings if applicable and concurs that implementation/construction may proceed. The State Water Board may deem the Project ineligible for funding if construction begins prior to the Division's issuance of this written approval.
- Obtain all public agency approvals, entitlements, permits, and agreements, if any, that are required for Project implementation before field work begins. If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate rights of way for the Useful Life of the Project. If the Project requires or involves the diversion or appropriation of water, the Recipient must submit appropriate documentation showing that Recipient has acquired necessary water rights. If the Project is a consolidation, the Recipient must submit an executed copy of the consolidation agreement(s) and evidence of necessary Local Agency Formation Commission approvals, in a form satisfactory to the Division. Recipients are strongly advised to share a draft of the consolidation agreement(s) with the Project Manager, and to incorporate comments from the Project Manager before the agreement is finalized. Submit a list and signed copies of such approvals, entitlements, permits, or agreements to the Project Manager.

4. Planning, Design, and Engineering

- Prepare an Engineering Report, Technical Memo, or similar document to support the design plans and specifications in Item 4.2, and submit to the Project Manager for comment.
- Prepare the fifty percent (50%) design plans and specifications and submit to the Project Manager for approval. The Project shall include:

Distribution System Components

- Replace approximately 7,200 linear feet of existing water main with approximately 7,200 linear feet of new water main in the Del Oro Grandview Gardens District.
- Replace approximately 550 linear feet of existing water main with approximately 550 linear feet of new water main in the Del Oro East Plano District.

- Install hydrants and isolation valves according to the spacing requirements specified in the City's standards.
- Furnish and install water meters for approximately 98 existing customers in the Del Oro Grandview Gardens District.
- Furnish and install water meters for approximately 14 existing customers in the Del Oro East Plano District.

Consolidation Project Components

- Purchase the Del Oro Grandview Gardens District and Del Oro East Plano District water systems from the Del Oro Water Company.
 - Consolidate the Del Oro Grandview Gardens District and the Del Oro East Plano District into the City of Porterville, including the ownership transfer of all existing water system facilities, infrastructure, and customers.
 - Decommission and properly abandon existing Well Nos. 1 and 2 within the Del Oro Grandview Gardens District.
 - Decommission and properly abandon existing Well No. 1 within the Del Oro East Plano District.
- Complete the one hundred percent (100%) design plans and specifications and prepare a summary identifying any changes from the fifty percent (50%) plans in Item 4.2. Submit the one hundred percent (100%) design plans and specifications and summary of changes for the Project to the Project Manager for approval.

5. Bid Solicitation

- Complete the bid documents in accordance with the approved design plans and specifications in Item 4.2 and submit to the Project Manager for approval.
- Complete EDWG Request for Bid Solicitation Approval Form, after obtaining: TMF approval in Item 2.1, Financial Security Package approval in Item 2.2, environmental clearance in Item 3.1.3, and the necessary approvals, entitlements, permits, and agreements in Item 3.2. Submit to the Project Manager to obtain written Bid Solicitation Approval.
- Advertise the Project for bid after receiving Project Manager approval in Item 5.2. Submit complete EDWG Final Budget Approval (FBA) Form, including necessary attachments, such as the advertised bid documents and bid summary, to obtain written FBA from the Project Manager.

6. Construction and Implementation

Construction, equipment procurement, or acquisition costs are not eligible for reimbursement prior to FBA.

- After receiving FBA, award the construction contract(s) and submit the Notice(s) to Proceed and awarded contract(s) for the Project to the Project Manager.
- Submit any proposed changes that arise during construction that may affect the Project's benefits and components listed in Item 4.2, schedule, or costs to the Project Manager for approval prior to proceeding with the changes.
- Submit the necessary TMF Assessment elements to the Project Manager by the Completion of Construction.

6..1 Prior to disbursement of the final 10% of the total Project Costs,

necessary TMF elements must be demonstrated to the satisfaction of the Division, which may include elements that will be subsequently completed under DDW supervision.

- Submit any required drinking water permit amendment application documents to the regulating agency (Division of Drinking Water, Local Primacy Agency, County Health Department, etc.) and the Project Manager before the Completion of Construction (if applicable).
- Construct the Project in accordance with the approved design plans and specifications in Item 4.3.
- Expeditiously initiate Project operations upon Completion of Construction.

A.3 SIGNAGE.

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of $\frac{3}{4}$ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part under the Budget Act of 2021 through an agreement with the State Water Resources Control Board."

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Division may adjust the dates in the "Estimated Due Date" column of this table, but "Critical Due Date" adjustments will require an amendment to this Agreement. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal.

The Recipient must substantially complete construction by the approved Estimated Completion of Construction date unless an extension is granted by the Division in writing. The Recipient must deliver any request for extension no less than 30 days prior to the approved Completion of Construction date. Late requests may not be honored.

The Recipient must complete and submit all work in time to be approved by the Division prior to the approved Estimated Due Date for the Final Reimbursement Request.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A.2 – SCOPE OF WORK			
1.	Project Management		
1.1	Technical and Administrative Services	N/A	Ongoing
1.2	Notification of Upcoming Meetings, Workshops, and Trainings	N/A	As Needed
1.3	Site Visits	N/A	As Needed
1.4	Photo Documentation	N/A	Ongoing
2.	Early Submissions		
2.1	Mandatory TMF Assessment Elements	N/A	March 1, 2024
2.2	EDWG Financial Package	N/A	March 1, 2024
2.3	Complete any incomplete items identified by Division after review of 2.1 and 2.2.	N/A	March 1, 2024
2.4	Professional Engineering Services Contract	N/A	November 1, 2023
3.	Environmental Compliance and Permitting		
3.1.1	Draft CEQA	N/A	March 1, 2024
3.1.2	EDWG Environmental Package and Final CEQA	N/A	March 1, 2024
3.2	List and Signed Approvals, Entitlements Permits, and Agreements	N/A	May 1, 2024
4.	Planning, Design, and Engineering		
4.1	Engineering Report, Technical Memo, or Similar Document	N/A	Completed
4.2	50% Plans and Specifications	N/A	February 1, 2024
4.3	100% Plans and Specifications	N/A	May 1, 2024
5.	Bid Solicitation		
5.1	Bid Documents	N/A	June 1, 2024
5.2	EDWG Request for Bid Solicitation Approval	N/A	June 1, 2024
ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
5.3	EDWG Request for Final Budget Approval Form	N/A	August 1, 2024
6.	Construction and Implementation		

6.1	Notice(s) to Proceed	N/A	October 1, 2024
6.2	Notification of Project Changes	N/A	As Needed
6.3	Necessary TMF Elements	N/A	December 31, 2025
6.4	Permit Amendment Application Documents	N/A	N/A
6.5	Completion of Construction	N/A	December 31, 2025
6.6	Project Completion	December 31, 2025	N/A
REPORTS			
A.3	Progress Reports	Quarterly	N/A
A.4	Project Completion Report	N/A	November 30, 2025
A.5	Final Inspection and Certification	N/A	December 31, 2025
EXHIBIT B AND C – FUNDING TERMS	BUDGET COSTS AND REIMBURSEMENT		
B.6.1 and B.6.2	First Reimbursement Request	No later than 90 days from Agreement Execution Date	N/A
C.16	Final Reimbursement Request	March 31, 2026	6 months after approved Completion of Construction date or the Critical Due Date for Final Reimbursement Request, whichever comes first

A.5 PROGRESS REPORTS.

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

1. A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
2. Discussion of any delays experienced or anticipated in meeting the project schedule provided in Section A.4 and measures to meet the schedule;
3. A description of compliance with environmental requirements, including a discussion of the status of the Recipient's compliance with
 - a. any Mitigation Monitoring and Reporting Program adopted for the Project; and
 - b. any permits issued for the Project that include water quality elements, including Clean Water Act, Section 401 Certification or Section 404 Permit, Lake and Streambed Alteration Agreement, and/or Rivers and Harbors Act, Section 10 Permit issued by the relevant state and federal agencies.
4. A listing of change orders including amount, description of work, and change in contract amount and schedule; and
5. Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.6 PROJECT COMPLETION REPORT.

- (a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:
 - i. Description of the Project,
 - ii. Description of the water quality problem the Project sought to address,
 - iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
 - iv. Summary of compliance with applicable environmental requirements, including a discussion of the status of the Recipient's compliance with
 - a. any Mitigation Monitoring and Reporting Program adopted for the Project; and
 - b. any permits issued for the Project that include water quality elements, including Clean Water Act, Section 401 Certification or Section 404 Permit, Lake and Streambed Alteration Agreement, and/or Rivers and Harbors Act, Section 10 Permit issued by the relevant state and federal agencies.
- (b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

A.7 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper

application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

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

B.2 RECIPIENT CONTRIBUTIONS.

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

If the Recipient obtains funds for the Project from any third parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect such funds.

B.3 VERIFIABLE DATA.

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

B.4 BUDGET COSTS.

Estimated budget costs are contained in the Summary Project Cost Table below.

ITEM	DESCRIPTION	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
A	Construction	\$3,447,500	\$3,447,500
B	Pre-Purchased Material / Equipment	\$0	\$0
C	Real Property or Easement Acquisition	\$0	\$0
D	Change Order Contingency	\$1,510,000	\$1,510,000
E	Force Account	\$0	\$0
F	Allowances (Soft Costs)	\$1,226,050	\$1,226,050
G	Conditional Costs (30% of total)	\$1,939,450	\$1,939,450
	TOTAL	\$8,123,000	\$8,123,000

The Division's Final Budget Approval(s) and related Forms 259 and 260 will document a more detailed budget of eligible Project Costs and Project funding amounts. Construction of the Project may be completed in phases only with written approval of the Division. If construction proceeds under separate phases, the Recipient must submit a Final Budget Approval package and receive Final Budget Approval from the Division for each phase.

Reimbursement of costs under the Conditional Costs line item is not authorized without the Division's written approval. The Conditional Costs line item is for increased costs and unforeseen items, provided that the costs are eligible and consistent with the approved scope of work and are determined to be reasonable and necessary by the Division. The Division's Final Budget Approval(s) is required before the Conditional Costs line item can be used for construction costs. The Conditional Costs line item can be used for construction change orders, so long as the total disbursed for such costs does not exceed the applicable maximum contingency limitation.

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

B.5 LINE ITEM ADJUSTMENTS.

1. The Recipient may submit a request for an adjustment between line items in writing to the Project Manager for the Division's review and approval. Such adjustment may not increase or decrease the total Project Funding Amount. The Recipient shall submit a copy of the Agreement budget reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
2. The Division may adjust the line items of the Summary Project Cost Table as follows, in accordance with any applicable rules. Under no circumstances may the sum of line items in the approved budget exceed the Project Funding Amount set forth on the Cover Page of this Agreement.
 - a. The Division may make adjustments between existing line items, other than the Contingency and Conditional Costs line items, to defray Eligible Costs up to fifteen percent (15%) of the total Project Funding Amount. The sum of all line item adjustments approved by the Division for this Agreement must not exceed fifteen percent (15%) of the total Project Funding Amount. If the Division modifies the Summary Project Cost Table (i) at the time of the Division's Final Budget Approval(s), (ii) by amending the Agreement, or (iii) following the Recipient's submittal of its final Reimbursement Request, then any adjustments that were made prior to such modification of the Summary Project Cost Table shall not be counted in the calculation of the 15% limit.
 - b. At the time of the Division's Final Budget Approval(s) and/or any amendments to the Agreement, the Division may adjust the line items of the Summary Project Cost Table at its discretion. Any adjustments at these times are not subject to the 15% limit in paragraph a.
 - c. Following the Recipient's submittal of its final Reimbursement Request, the Division may adjust the line items of the Summary Project Cost Table, as well as the detailed budget provided by the Division in the Final Budget Approval(s), at its discretion. Any adjustments at this time are not subject to the 15% limit in paragraph a.
3. No line item adjustment is authorized until the Division provides written approval for the adjustment to the Recipient. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment.

B.6 REIMBURSEMENT PROCEDURE.

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

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred planning and design allowance costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed, except that the Recipient may not acquire or request reimbursement of costs for materials, equipment, or land until after any required environmental review process is complete and the Division provides written notice that such items may be reimbursed under this Agreement. To be eligible for reimbursement, Project Costs, including any planning and design allowance costs, must have been incurred in compliance with all applicable requirements, including the state cross-cutting requirements listed in Exhibit D.

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

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

No Project construction shall proceed until after the Division has provided approval for construction to proceed. Construction costs incurred prior to the date that the Division provides approval to proceed are not eligible for reimbursement. No disbursement for construction costs shall be provided until after the Division has approved the final budget form(s) submitted by the Recipient including the applicable costs.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS

1. DEFINITIONS. Unless otherwise specified in this Agreement, each capitalized term used in this Agreement has the following meaning:

- “Agreement” means this agreement, including all exhibits and attachments hereto.
- “Cover Page” means the front page of this Agreement.
- “Days” means calendar days unless otherwise expressly indicated.
- “Deputy Director” means the Deputy Director of the Division.
- “Division” means the Division of Financial Assistance of the State Water Board or any other division or unit of the State Water Board authorized to administer this Agreement.
- “Event of Default” means the occurrence of any of the following events:
 - a) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
 - b) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
 - c) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient’s property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient’s entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient’s existence, or any action in furtherance of any of the foregoing;
 - d) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code; or
 - e) Loss of the Recipient’s rights, licenses, permits, or privileges necessary for the Project, or the occurrence of any material restraint on the Recipient’s enterprise by a government agency or court order.
- “Final Reimbursement Request Date” means the date set forth as such on the Cover Page of this Agreement, after which date, no further reimbursements or disbursements may be requested.
- “Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.
- “GAAP” means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.
- “Material Obligation” means an obligation of the Recipient that is material to this transaction.
- “Party Contact” means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Division staff set forth in Section 2 of this Agreement.

- “Project” means the Project funded by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.
 - “Project Completion” means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.
 - “Project Costs” means the incurred costs of the Recipient which are eligible for funding under this Agreement, pursuant to applicable statutes, policy, regulations, or guidelines.
 - “Project Funding Amount” means the maximum amount payable under this Agreement, as set forth on the Cover Page.
 - “Project Funds” means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.
 - “Project Manager” means the person designated by the State Water Board to manage performance of this Agreement. The Project Manager is set forth on the Cover Page.
 - “Records Retention End Date” means the last date that the Recipient is obligated to maintain records related to this Agreement and is set forth on the Cover Page of this Agreement.
 - “Regional Water Quality Control Board” or “Regional Water Board” means the appropriate Regional Water Quality Control Board.
 - “Reimbursement Period” means the period during which Project Funds may be disbursed.
 - “Reimbursement Request” means the Recipient’s request for Project Funds from the State Water Board as set forth in Exhibit B.
 - “State” means State of California.
 - “State Water Board” means the State Water Resources Control Board.
 - “Year” means calendar year unless otherwise expressly indicated.
2. ACCESS, INSPECTION, AND PUBLIC RECORDS. The Recipient must ensure that the State Water Board, the State Auditor, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times through the Records Retention End Date or useful life of the Project, whichever is longer. The Recipient acknowledges that, except for a subset of information regarding archaeological records and personally identifiable information, the Project records and locations may be public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, Reimbursement Requests, and supporting documentation submitted hereunder.
3. ACCOUNTING AND AUDITING STANDARDS; FINANCIAL MANAGEMENT SYSTEMS. The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets. Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:
- (a) Establish an official file for the Project which adequately documents all significant actions relative to the Project;

- (b) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all Project Funds received under this Agreement;
 - (c) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to Project Funds disbursed under this Agreement;
 - (d) Establish an accounting system which will accurately depict final total costs of the Project if authorized under this Agreement;
 - (e) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - (f) If the Recipient uses its own employees, equipment, or resources for any phase of the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee.
- 4. AMENDMENT. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee and approved as required.
 - 5. ASSIGNABILITY. This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board. Amendment of the Agreement may be required.
 - 6. AUDIT. The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of State or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division. The Recipient must return, or ensure the return of, any audit disallowances within 30 days.
 - 7. BONDING. Where construction contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.
 - 8. COMPETITIVE BIDDING. Recipient must adhere to any applicable State law or local ordinance for competitive bidding and applicable labor laws. If Recipient is a private entity, any construction contracts related in any way to the Project must be let by competitive bid procedures which assure award of such contracts to the lowest responsive and responsible bidders. Recipient must not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. Recipient must provide a full explanation if Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.
 - 9. COMPLIANCE WITH APPLICABLE LAWS, RULES, AND REQUIREMENTS. The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements and with provisions of the adopted environmental mitigation plan, if any, for the useful life of the Project.
 - 10. COMPUTER SOFTWARE. The Recipient certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - 11. CONFLICT OF INTEREST. The Recipient certifies that it, its owners, officers, directors, agents, representatives, and employees are in compliance with applicable State and federal conflict of interest laws and will remain in compliance for the useful life of the Project. Any service provider or contractor with which

the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances. Public entities are required to have adopted conflict of interest codes and may be required to provide documentation of those codes to the Division.

12. **DATA MANAGEMENT.** The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.
13. **DEBARRED, DISQUALIFIED, OR EXCLUDED CONTRACTORS.** The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at:
http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml
14. **DRUG-FREE WORKPLACE.** The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.
15. **ENVIRONMENTAL CLEARANCE.** No work that is subject to California Environmental Quality Act (CEQA) or the National Environmental Policy Act (NEPA) may proceed under this Agreement until the State Water Board has provided approval to proceed. Upon receipt and review of the Recipient's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement. If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.
16. **FINAL REIMBURSEMENT REQUEST.** The Recipient agrees to ensure that its final Reimbursement Request is received by the Division no later than the Final Reimbursement Request Date. If the final Reimbursement Request is not received timely, the undisbursed balance of this Agreement may be deobligated.
17. **FRAUD AND MISUSE OF PUBLIC FUNDS.** All requests for disbursement must be accurate and signed by the Recipient or its Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any

invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

18. **FUNDING CONTINGENCY.** The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement. The State Water Board's obligation to disburse funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. If this Agreement's funding for any fiscal year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.
19. **GOVERNING LAW.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
20. **RECIPIENT'S SHARE.** The Recipient agrees that it will provide for the payment of its full share, if any share is required, of Project Costs and that all costs connected with the Project will be timely paid by the Recipient.
21. **INDEMNIFICATION AND STATE REVIEWS.** The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful

misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

22. **INDEPENDENT ACTOR.** The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.
23. **INSPECTION.** Throughout the useful life of the Project, the State Water Board shall have the right to inspect the Project area to ascertain compliance with this Agreement.
24. **INTEGRATION.** This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.
25. **LIENS.** The Recipient must not make any pledge of or place any lien on the Project or Project assets except upon consent of the Division.
26. **NO DISCRIMINATION.** The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project. If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property. The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b). The Recipient's obligations under this section shall survive the term of this Agreement. During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status. The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
27. **NO THIRD-PARTY RIGHTS.** This Agreement creates no rights in and grants no remedies to any third party as a beneficiary of this Agreement.
28. **NO OBLIGATION OF THE STATE.** Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

29. **NON-WAIVER.** Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of the State Water Board to bring suit to enforce such work. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement. Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.
30. **OTHER FUNDING SOURCES; INCOME RESTRICTIONS.** If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's contribution to Project costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board. The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient as related to this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.
31. **PERMITS AND AUTHORIZATIONS.** Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction or implementation begins.
- Any contractors, outside associates, or consultants required by the Recipient in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the State Water Board's Project Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Project Manager.
32. **PREVAILING WAGES.** If applicable, the Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. If applicable, the Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the applicable prevailing wage provisions of the State Labor Code are being met. Division of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.
33. **PRIOR COSTS.** No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.
34. **PROFESSIONALS.** The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.
35. **RECORDS, INSPECTION, AUDITS, AND INTERVIEWS; RECORDS RETENTION.** The Recipient must maintain separate books, records and other material relative to the Project and retain such books, records, subcontracts, and other material until at least the Records Retention End Date set forth on the Cover Page of this Agreement. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Department of Finance, the California State Auditor, the Bureau of State Audits, or any authorized representatives of the aforementioned, including federal funding agencies and their auditors, if

any. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

36. **RELATED LITIGATION.** Under no circumstances may the Recipient use funds from any reimbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to complete the Project funded by this Agreement or to repay all of the disbursed funds plus interest.
37. **REMEDIES.** The State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy. Any dispute of the Recipient is limited to the rights and remedies provided to the Recipient under this Agreement and is subject to the procedures provided to the Recipient under this Agreement.
38. **REPORTS - AS NEEDED.** The Recipient must provide expeditiously any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the State or federal government.
39. **RESPONSIBILITY FOR WORK.** The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project, including, but not limited to, payment disputes with contractors and subcontractors. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.
40. **RIGHTS IN DATA.** The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request. The Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
41. **STATE WATER BOARD ACTION; COSTS AND ATTORNEY FEES.** In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.
42. **STATUS QUO.** If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights, and remedies as if no such action had been brought.
43. **TERMINATION, IMMEDIATE REPAYMENT, AND INTEREST:** This Agreement may be terminated by written notice at any time, at the option of the State Water Board, if:

- a. the Recipient has received funds as a result of a material misrepresentation in the funding application or other submitted document; or
- b. upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board.

In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of Project Funds disbursed to the Recipient prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date of full repayment by the Recipient.

44. **TIMING.** Time is of the essence. The Recipient must expeditiously proceed with and complete the Project. Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.
45. **TRAVEL AND PER DIEM.** No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. No work or travel outside the United States of America is authorized. Failure to comply with this restriction may constitute an Event of Default and result in termination of this Agreement. Any reimbursement for necessary travel and per diem shall be set pursuant to and at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx> as of the date costs are incurred by the Recipient.
46. **UNDISBURSED FUNDS.** The Recipient is not entitled to interest earned on undisbursed funds.
47. **UNENFORCEABLE PROVISION; SEVERABILITY.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
48. **UNION ACTIVITIES:** The Recipient hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Agreement. The Recipient certifies that none of the Project Funds will be used to assist, promote, or deter union organizing. If the Recipient incurs costs or makes expenditures to assist, promote, or deter union organizing, the Recipient will maintain records sufficient to show that no reimbursement from Project Funds has been sought for these costs and the Recipient shall provide those records to the Attorney General upon request.
49. **VENUE.** Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.
50. **WAIVER AND RIGHTS OF THE STATE WATER BOARD.** Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.
51. **WATER CONSERVATION AND EFFICIENCY PROGRAMS:** The Recipient acknowledges that it has appropriate water conservation and efficiency programs in place, and that this provision constitutes a condition of this Agreement. A web link with examples of water conservation and efficiency programs is available at: http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/conservation.shtml.
52. **WATER DIVERSION AND USE:** To the extent applicable, the Recipient has complied with, and shall continue to comply with, the requirements of Water Code, division 2, part 5.1, section 5100 et seq. for filing statements of water diversion and use.
53. **WITHHOLDING OF DISBURSEMENTS AND REIMBURSEMENTS.** Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

- Failure of the Recipient to maintain reasonable progress on the Project as determined by the Division;
- Commencement of litigation or a judicial or administrative proceeding related to the Project, or Recipient that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;
- Any investigation by State, local, or federal investigators or auditors, or a grand jury, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- A material adverse change in the condition of the Recipient, or the Project, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
- The Recipient's material violation of, or threat to materially violate, any provision of this Agreement;
- Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents directly or indirectly regarding the Project;
- An event requiring notice under this Agreement; or
- An Event of Default or an event that the Division determines may become an Event of Default.

EXHIBIT D – SPECIAL CONDITIONS

D.1 DEFINITIONS.

Each capitalized term used in this Agreement has the following meaning:

- "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorized representative resolution that designates the authorized representative by title.
- "Completion of Construction" means that the work of building and erection of the Project is substantially complete to the reasonable satisfaction of the Division.
- "District Office" means District Office of the Division of Drinking Water of the State Water Board.
- "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
- "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
- "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
- "Estimated Completion of Construction Date" means the estimated due date for Completion of Construction, as determined by the Division after consultation with the Recipient, and is established on the Cover Page of this Agreement.
- "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - Failure to operate the System or the Project, unless the Division has given its approval for such non-operation;
 - The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;
 - If the Recipient is a member of a joint powers authority, the occurrence of a material breach or event of default under any agreement to which the joint powers authority is a party, relevant to the System or the Revenues, that the Division determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
- "Final Budget Approval (FBA)" means the Division-approved final budget for the Project, or phase of the Project, as set forth in Exhibit B.
- "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
- "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
- "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
- "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP,

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

- "Project Completion Date" means the date that the Project shall be complete to the reasonable satisfaction of the Division, and is established on the Cover Page of this Agreement.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the Recipient, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion, which must be at least 20 years.

D.2 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date of execution of this Agreement by the Recipient.

There are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full

force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

Any financial statements or other financial documentation of Recipient delivered or to be delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are or will be materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been or will be prepared in accordance with GAAP. Since the date(s) of any financial statements or other financial documentation previously provided to the State Water Board, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

The Recipient has no conflicting or Material Obligations.

The Recipient and its principals, contractors, and subcontractors, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. The Recipient shall select contractors and subcontractors for this Project that meet the requirements of this paragraph.

D.3 ACKNOWLEDGEMENTS.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

- "Funding for this project has been provided in full or in part under the Budget Act of 2021 through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

D.4 RATES, FEES, AND CHARGES.

The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

D.5 PROPERTY RIGHTS AND WATER RIGHTS.

- a. Unless otherwise previously disclosed to the Division and described in the legal opinion accompanying this Agreement, the Recipient (1) has sufficient real or personal property and access rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights

extend at least to the Records Retention End Date of this Agreement, and (2) possesses all water rights necessary for this Project and the continued operation of the System.

- b. If the Recipient does not have sufficient property, access, or water rights as described in paragraph a, above, prior to the Division's bid solicitation approval, construction, and any reimbursement for construction, the Recipient shall provide evidence satisfactory to the Division that the Recipient has obtained the necessary property rights and water rights, including a supplemental legal opinion satisfactory to the State Water Board's counsel that the Recipient has sufficient property rights in the Project property for the purposes contemplated under this Agreement as well as sufficient water rights for the Project and the continued operation of the System.

D.6 CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE.

The Recipient shall comply with all applicable laws and regulations for the Project, including CEQA. No construction may proceed unless and until the State Water Board completes its own CEQA findings and gives authorization to proceed with construction. THE STATE WATER BOARD EXPRESSLY WITHHOLDS APPROVAL OF ANY CONSTRUCTION OR CONSTRUCTION-RELATED ELEMENT OF THE PROJECT AND THE RELEASE OF FUNDS ASSOCIATED WITH THAT CONSTRUCTION OR CONSTRUCTION-RELATED ELEMENT OF THE PROJECT UNTIL COMPLETION OF THE CEQA PROCESS, INCLUDING THE STATE WATER BOARD MAKING ITS OWN FINDINGS UNDER CEQA IF APPLICABLE. PROCEEDING WITH THE BID SOLICITATION PROCESS, EQUIPMENT PROCUREMENT, PURCHASE OF LAND OR OTHER PROPERTY RIGHTS, AND/OR CONSTRUCTION PRIOR TO RECEIVING AUTHORIZATION FROM THE DIVISION MAY RENDER THE PROJECT INELIGIBLE FOR FUNDING AND MAY BE GROUNDS FOR IMMEDIATE TERMINATION OF THE AGREEMENT. Any funds in the preliminary award notification or this Agreement linked to the construction element of the Project are for encumbrance purposes only and will be reviewed after the State Water Board makes any necessary CEQA findings. The appropriate environmental review under CEQA must be complete before the State Water Board determines whether to approve funding for construction of the Project or for any site acquisition (purchase of land, etc.) associated with the Project.

If the Recipient is the CEQA lead agency for the project, when the CEQA review process is complete, the Recipient shall file a CEQA Notice of Determination or Notice of Exemption for the Project at both the applicable County Clerk's office and at the Governor's Office of Planning and Research, State Clearinghouse.

D.7 TECHNICAL SPECIAL CONDITIONS.

- a. If any requirements are specified in the Division's written bid solicitation approval(s) or Final Budget Approval(s) for the Project, the Recipient shall comply with all such requirements.
- b. The Recipient shall not solicit bids, award a contract, or commence construction activities until final plans and specifications are approved by the Division's Project Manager.
- c. The Recipient shall submit its professional engineering services contract(s) to the Division for approval prior to disbursement of funds for costs incurred under such contract(s).
- d. The Recipient acknowledges and understands that the eligible purchase price for the Del Oro Grandview Gardens District (5400666) and Del Oro East Plano District (5400767) water systems is subject to Division approval based on appraisal(s) received.
- e. The Recipient must submit a final water system consolidation agreement with Del Oro Water Company, in a form satisfactory to the Division, and receive written approval from the Project Manager to proceed before Project Funds may be disbursed for construction costs.
- f. The Recipient shall not solicit bids, award a contract, or commence construction activities until Environmental Clearance is finalized by the Division.
- g. The Recipient shall not solicit bids, award a contract, or commence construction activities until Financial Clearance is finalized by the Division.
- h. The Recipient shall provide evidence satisfactory to the Division that the Recipient has obtained the necessary Local Agency Formation Commission and California Public Utilities Commission approvals

to proceed with the Project, and shall submit a supplemental legal opinion incorporating this approval in a form satisfactory to the Division's counsel, prior to the Division's bid solicitation approval.

- i. The Recipient must submit a final water system consolidation agreement with Del Oro Water Company, in a form satisfactory to the Division and the Division's counsel, and receive written approval from the Project Manager prior to approval of bid solicitation and disbursement of construction costs.
- j. The Recipient shall not proceed with bid solicitation, and no construction costs may be reimbursed under this Agreement, until the Recipient has provided evidence satisfactory to the Division that the Recipient has obtained the necessary easements, rights-of-way, and/or property for the purposes contemplated in this Agreement, and has provided a supplemental legal opinion satisfactory to the Division's counsel, and has received approval from the Division.
- k. Prior to construction, the Recipient shall demonstrate that all mandatory Technical, Managerial, and Financial (TMF) elements have been addressed to the satisfaction of the Division.
- l. Prior to the Project Completion Date, the Recipient shall demonstrate that all necessary Technical, Managerial, and Financial (TMF) elements have been addressed to the satisfaction of the Division.
- m. The Recipient acknowledges the provisions of California's Water Measurement Law (California Water Code, Division 1, Chapter 8, commencing with Section 500), and the Recipient agrees to commence charging, not later than one year following Project completion, a volumetric water rate to all customers whose water meters were installed as a component of the Project.
- n. Prior to completion of the Project, the Recipient shall demonstrate, in a form satisfactory to the Division of Drinking Water, the physical disconnection of existing wells from the potable water system.

D.8 ENVIRONMENTAL SPECIAL CONDITIONS.

- a. The Recipient shall not purchase land or equipment specific to the Project, solicit bids for construction of the Project, award a construction contract for the Project, or commence construction unless and until environmental review of the construction project is complete, including all of the following.
 - i. The CEQA lead agency must have either (1) completed the appropriate CEQA document (negative declaration, mitigated negative declaration, or environmental impact report, etc.) for the Project and filed a Notice of Determination (NOD) with the appropriate County Clerk and with the Governor's Office of Planning and Research, State Clearinghouse, or (2) determined that the Project is exempt from CEQA, and filed a Notice of Exemption (NOE) with the appropriate County Clerk and with the Governor's Office of Planning and Research, State Clearinghouse.
 - ii. The Recipient must have provided all information requested by the Division to complete the Division's environmental review of the Project.
 - iii. The State Water Board must have completed its CEQA review and filed either an NOD or an NOE with the Governor's Office of Planning and Research, State Clearinghouse, for the construction of the Project.
- b. The Mitigation Monitoring and Reporting Program adopted by the CEQA lead agency for the Project, if any, pursuant to the CEQA, and approved by the Division, is incorporated by reference, and the Recipient shall comply with the conditions and recommendations therein and shall implement all mitigation measures therein.
- c. The Recipient shall make no changes in the Project, construction area, or special conditions, without obtaining the appropriate and necessary prior approval(s) from the State Water Board.

D.9 FINANCIAL SPECIAL CONDITIONS.

- 1. The Recipient shall provide all information requested by the Division to complete the financial review of the Project prior to the Division providing bid solicitation approval.

2. The Recipient shall not award a construction contract for the Project or commence construction unless and until the Division provides a Final Budget Approval, and the following condition is met.
 - a. If the Division determines that Recipient's water rates are insufficient to cover the operation and maintenance of the Recipient's water system, including the Project, the Recipient must do the following:
 - i. Complete a water rate study that is approved by the Division.
 - ii. Adopt water rates satisfactory to the Division prior to Final Budget Approval and disbursement of construction funds. Satisfactory rates must be in effect prior to Completion of Construction. If the Project is bid in phases with Division approval, the Recipient must adopt water rates satisfactory to the Division prior to the first Final Budget Approval, and prior to disbursement of any construction funds.
 - iii. Provide a supplementary opinion of counsel satisfactory to the Division's counsel affirming that the water rates were properly adopted.
3. If requested by the Division, the Recipient shall submit documentation that the Recipient has established a separate enterprise fund for water service, which shall be used solely for System Revenues and System expenses. The Division may withhold disbursements at its discretion until documentation satisfactory to the Division is submitted.
4. If requested by the Division, the Recipient shall submit audited financial reports on an annual basis, by December 31 of each year, until completion of the Project. The Division may withhold disbursements at its discretion until reports satisfactory to the Division are submitted.

D.10 FUNDS RELATED TO CONTAMINATION.

(a) As a condition precedent to this Agreement and prior to any disbursement for construction costs, the Recipient shall (i) notify the Division of any demands made by the Recipient against third parties for monetary damages, reimbursement of costs, or other relief, including litigation, related to drinking water contamination, including but not limited to contamination by 1,2,3-trichloropropane (1,2,3-TCP), perfluoroalkyl and polyfluoroalkyl substances (PFAS), or other contaminants (Contamination-Related Demands); and (ii) unless waived by the Division, notify and provide to the Division copies of any agreements with third parties (e.g., settlement agreements, consent agreements, etc.) or court or administrative orders arising out of litigation or disputes related to contamination of the drinking water associated with the Project (Contamination-Related Agreements or Orders).

(b) After execution of this Agreement, the Recipient shall notify the Division promptly of the new occurrence of any Contamination-Related Demands or Contamination-Related Agreements or Orders. Upon request, the Recipient shall promptly provide information and copies of documents as requested by the Division.

(c) Unless the Division provides approval to exclude certain funds, the Recipient shall place all funds received as a result of Contamination-Related Demands or Contamination-Related Agreements or Orders (Recovered Funds) into a restricted reserve account, to be used for either Operation and Maintenance costs related to addressing the associated drinking water contamination, or a capital improvement project, other than the Project, that addresses the associated drinking water contamination. Alternatively, upon consent of the Division, the Recovered Funds may be used as match funding for the Project, for Operation and Maintenance costs of the System, or held in a restricted reserve account to support the financial capacity of the System. The Recipient shall provide documentation satisfactory to the Division showing the total amount of Recovered Funds deposited into a restricted reserve account prior to the start of construction. The Recipient shall provide documentation thereafter of any Recovered Funds that Recipient receives. The Recipient may seek reimbursement under this Agreement for costs previously paid by Recovered Funds, but shall place any reimbursement for such costs into a restricted reserve account in accordance with the requirements stated above.

(d) The amount of this Agreement may be reduced, and disbursements withheld, to offset the amount of any Recovered Funds to avoid double recovery. The Recipient shall ensure that no duplicative reimbursements of costs occur under this Agreement and any past or future judgment, settlement, or order. Noncompliance with these paragraphs (a), (b), (c), or (d) shall be an Event of Default.

D.11 APPOINTMENT OF RECEIVER OR CUSTODIAN.

Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.

D.12 RETURN OF FUNDS.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

D.13 OPERATION AND MAINTENANCE.

The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the Project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

D.14 INSURANCE.

The Recipient will procure and maintain or cause to be maintained insurance on the System and Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System/Project) as are usually covered in connection with systems similar to the System/Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System/Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System/Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System and Project must be free and clear of all claims and liens.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

D.15 CONTINUOUS USE OF PROJECT; NO LEASE, SALE, TRANSFER OF OWNERSHIP, OR DISPOSAL OF PROJECT.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

D.16 NOTICE.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

- (a) Within 24 hours, the Recipient must notify the Project Manager by phone and by email and the Division by phone at (916) 327-9978 and by email, CleanWaterSRF@waterboards.ca.gov, of any discovery of any potential tribal cultural resource, archaeological or historical resource, or human remains in the Project area. If there are any applicable provisions of a mitigation, monitoring and reporting program adopted for the project, the Recipient shall comply with such provisions. The Recipient must coordinate with the Division to determine the appropriate course of action necessary to mitigate potential impacts. In the event of the discovery of human remains during construction of the Project, the Recipient shall cease construction and take other action required by any applicable laws, which may include but are not limited to Health and Safety Code, section 7050.5 and Public Resources Code, section 5097.98.
- (b) The Recipient must notify the Division and Party Contacts promptly of the occurrence of any of the following events:
 - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
 - iii. Loss, theft, damage, or impairment to Project;
 - iv. Events of Default, except as otherwise set forth in this section;
 - v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
 - vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence, or any judgment or court order relating to such litigation that has a significant effect on the Project or the System;
 - vii. Consideration of dissolution, or disincorporation;
 - viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
 - ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for

reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;

- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- xii. Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- xiii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act.
- xiv. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xv. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xvi. Any event requiring notice to the Division pursuant to any other provision of this Agreement;
- xvii. The award of the prime construction contract for the Project; and the initiation of construction of the Project; and
- xviii. Completion of Construction, and Project Completion.

D.17 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in an administrative action by the State Water Board and/or referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder. A person who knowingly makes or causes to be made any false statement, material misrepresentation, or false certification in any submittal may be subject to a civil penalty, criminal fine, or imprisonment. (Wat. Code, § 13490 et seq.)

D.18 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a

summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

D.19 EXECUTIVE ORDER N-6-22 — RUSSIAN SANCTIONS.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

D.20 STATE CROSS-CUTTERS.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following with respect to all Project Costs for the term of the Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
- Regulations in Division 4 of Title 22 of the California Code of Regulations, including but not limited to California Waterworks Standards in Chapter 16, and Lead and Copper regulations in Chapter 17.5.

RESOLUTION NO. 74 -2014

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

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

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

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

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

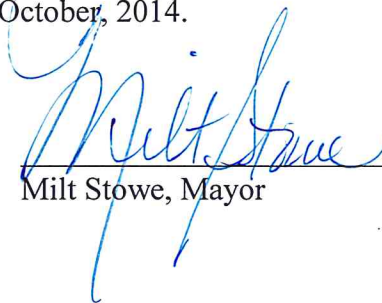
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

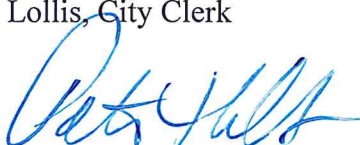
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

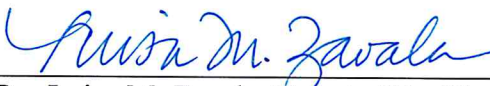
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 21st day of October, 2014.

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION NO. 75 -2014

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

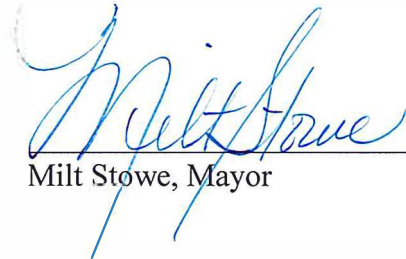
WHEREAS: The City Council of the City of Porterville, acknowledging that over time policies and procedures must be evaluated and reconsidered in light of changes to the regulatory environment and physical setting of the community, adopted a resolution defining objectives and policies for annexations and municipal services; and

WHEREAS: The evaluation of applications and service requests has long been delegated to staff, a practice that has the potential to lend itself to inconsistent implementation of succinctly defined procedures; and

WHEREAS: Local, regional, and state laws have changed since the Council's last review of policies and procedures related to annexations and extension of municipal services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby define procedures to submit application for annexations and municipal services, and to have said application(s) processed as outlined in Exhibit "A," attached.

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

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

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

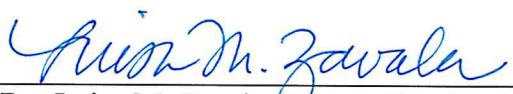
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 21st day of October, 2014.

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION NO. 38 -2015

A RESOLUTION OF APPLICATION BY THE CITY OF PORTERVILLE REQUESTING
THAT THE LOCAL AGENCY FORMATION COMMISSION TAKE PROCEEDINGS FOR
ANNEXATION 474

WHEREAS, the City of Porterville desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code, for Annexation 474; and

WHEREAS, the territory proposed to be annexed to the city totals approximately 96.3 acres, is substantially developed, surrounded, and is inhabited, and a description of the external boundary of the territory is set forth in Exhibit A attached hereto and by this reference incorporated herein; and

WHEREAS, this proposal is consistent with the Sphere of Influence for the affected city; and

WHEREAS, notice of this proposal was published in a newspaper of general circulation, *The Porterville Recorder*, and individually mailed to all property owners within and within a 300-foot radius surrounding the subject areas on March 14, 2015, which is 25 days in advance of the scheduled public hearing; and

WHEREAS, this proposal is made pursuant to Sections 56654 and 56375.3 of the California Government Code, inasmuch as

1. the subject territory does not exceed 150 acres in area
2. the territory constitutes an individual unincorporated island
3. the territory is substantially surrounded by the City of Porterville
4. the territory is substantially developed or developing
5. the territory is not prime agricultural land as defined by Section 56064
6. the territory will benefit from the change of organization and some properties within the territory already receive benefits in the form of utilities and services from the City of Porterville; and

WHEREAS, the reasons for this proposal are as follows:

1. To create a more definitive and organized city boundary. The City surrounds more than a square mile of islands as defined in §56375.3 of the Government Code. In the recently approved Municipal Services Review (Tulare LAFCo, October 1, 2014), LAFCo recommended that the City continue to pursue the annexation of the remaining County islands, as administratively feasible, to establish a more definitive and organized city limit boundary.
2. To efficiently provide government services in a manner consistent with the City's Annexation and Municipal Services Objectives, Policies, and Procedures (Resolutions 74-2014 and 75-2014). In light of the City's and LAFCo's policies,

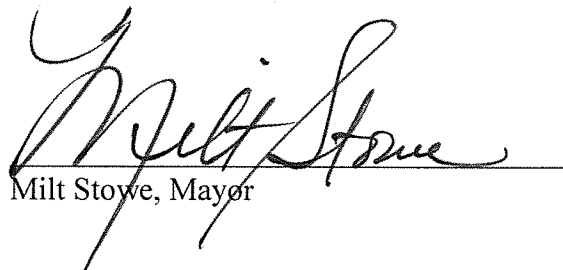
any property within an island is required to annex prior to provision of water. Staff is noting an increased number of residents asking about how to initiate the process because they want to connect to City water before summer, and are anticipating that their wells are nearly dry.

3. To ensure the provision of services and facilities needed to accommodate planned population densities in the project area. By annexing previously developed county islands, the City of Porterville will have a more proactive role in monitoring changes to urbanized land use in these areas and will be able to anticipate and coordinate development as areas experience infill development or modification to land uses.

WHEREAS, the conditions of the proposed annexation are limited to compliance with the Porterville Municipal Code and Porterville General Plan.

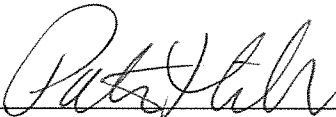
NOW, THEREFORE, BE IT RESOLVED, this Resolution of Application is hereby adopted and approved by the City Council of the City of Porterville. The Local Agency Formation Commission of Tulare County is hereby requested to take proceedings for the territory as described in Exhibit A, according to the terms and conditions stated above, and in the manner provided for by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

PASSED, APPROVED AND ADOPTED this 7th day of April, 2015.


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

**City of Porterville
Annexation No. 474**

Description for Annexation

That portion of Sections 15 and 16, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, more particularly described as follows:

Beginning at the Center quarter corner of said Section 15, and a point on the existing City Limit Line,

Thence, along said City Limit line the following four (4) courses:

B1) Southerly, along the West line of the Southeast quarter of said Section 15, and said existing City Limit Line, 30 feet more or less, to an intersection with the South right of way line of Merrill Avenue, thence;

B2) Easterly along said existing City Limit Line, South right of way line of Merrill Avenue and the North line of Lot 1, Lot 27, Lot 28, and Lot 43 of Tract No. 313, recorded in Volume 23, Page 25, of Maps, Tulare County Records, 626.34 feet more or less, to an intersection with the West right of way line of Douglas Street, thence;

B3) Southerly, along said existing City Limit Line, West right of way line of Douglas Street, the East line of Lots 36 through 43 of said Tract No. 313 and the East line of Lots 1 through 9 of Tract No. 375, recorded in Volume 23, Page 86, of Maps, Tulare County Records, 1247.19 feet more or less, to an intersection with the North right of way line of North Grand Avenue, thence;

B4) Westerly, along said existing City Limit Line and said North right of way line of North Grand Avenue, 3279 feet more or less, to an intersection with the West right of way line of Newcomb Street, thence;

B5) Northerly, along said West right of way line of Newcomb Street, 1274 feet more or less, to an intersection with the North line of the Southeast quarter of said Section 16, thence;

B6) Easterly, along the North line of said Southeast quarter, 30 feet more or less to the East quarter corner of said Section 16, thence;

B7) Easterly, along the North line of the Southwest quarter of said Section 15, a distance of 2642 feet more or less, to the **Point of Beginning**.

Containing 96.3 acres more or less.



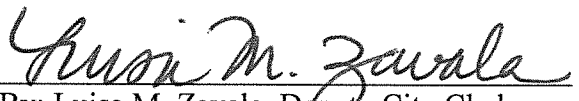
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 7th day of April, 2015.

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Approval to Renew Adobe Acrobat Pro and Adobe Creative Cloud Subscriptions

SOURCE: Finance

COMMENT: The Information Technology (IT) Division is requesting approval to renew the Adobe Acrobat Pro and Adobe Creative Cloud subscriptions, a comprehensive software application to create, edit, and modify Portable Document Format (PDF) files efficiently. One of its key features is Optical Character Recognition (OCR), which ensures compliance with ADA requirements by making scanned documents accessible and searchable. Additionally, Adobe Pro allows for the creation of fillable forms, streamlining data collection processes and reducing paper usage. This software is an essential resource for maintaining operational efficiency and accessibility.

Staff received the following quotes for 68 licenses for Adobe Acrobat Pro and 1 license for Adobe Creative Cloud All Apps:

Vendor	Price
CDW-G	\$7,322.23
StrictlyTech	\$7,322.23
GovConnection	\$7,838.53

The quote from CDW-G is for a one-year term for a total of \$7,322.23. Staff's request is to purchase the Adobe Acrobat Pro and Adobe Creative Cloud All Apps from CDW-G, a vendor we currently use for this subscription and other similar products and services. Funding is available from the Departments' operating budgets.

RECOMMENDATION: That the City Council approve the renewal of Adobe Acrobat Pro and Adobe Creative Cloud from CDW-G for a term of one year in the amount of \$7,322.23.

ATTACHMENTS:

1. CDW-G Quote
2. StrictlyTech - Quote
3. GCI - Quote

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Jason Ridenour, Interim City Manager



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

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

ROBERT CAMPOS,

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

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

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PGMM050	1/14/2025	ADOBE RENEWAL	0657199	\$7,322.23

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Adobe Acrobat Pro for enterprise - Subscription Renewal - 1 user Mfg. Part#: 65324170BC09A12 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	64	7245814	\$95.07	\$6,084.48
Adobe Creative Cloud All Apps - Pro for enterprise - Subscription Renewal - Mfg. Part#: 65310105BC09E12 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	1	8000255	\$857.47	\$857.47
Adobe Acrobat Pro for enterprise - Subscription New - 1 user Mfg. Part#: 65324113BC09A12 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	4	7135049	\$95.07	\$380.28

SUBTOTAL \$7,322.23

SHIPPING \$0.00

SALES TAX \$0.00

GRAND TOTAL **\$7,322.23**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF PORTERVILLE PURCHASING DIV. 291 N MAIN ST PORTERVILLE, CA 93257-3737 Phone: (559) 782-7451 Payment Terms: NET 30-VERBAL	Shipping Address: CITY OF PORTERVILLE PURCHASING DIV. 291 N MAIN ST PORTERVILLE, CA 93257-3737 Phone: (559) 782-7451 Shipping Method: ELECTRONIC DISTRIBUTION

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

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$7,322.23	\$212.42/Month	\$7,322.23	\$242.22/Month

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

Why finance?

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

General Terms and Conditions:

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

Need Help?

 My Account

 Support

 Call 800.800.4239

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

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



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

Quotation

Number: **30312**

Date: **01/14/2025**

Quote prepared for: **Robert Campos**

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

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

Item #	Mfr. Part	Product Image	Description	Price	Qty.	Extended
*1	65324170BC09A12		GOV 12MO SUB REAL ACRBT PRO ENT MP LGA L9 10000+ Mfr:	\$ 95.07	64	\$ 6,084.48
*2	65310105BC09E12		12MO SUB RNWL CREATIVE CLOUD ALL APPS-EDITION 4 ENT MPLAT LGA-L9 Mfr:	\$ 857.47	1	\$ 857.47
*3	65324113BC09A12		GOV 12MO SUB ACRBT PRO ENT MP LGA L9 10000+ Mfr:	\$ 95.07	4	\$ 380.28
3 item(s)				Sub-Total		\$ 7,322.23
				Tax @ 0%		\$ 0.00
				Freight		\$ 0.00
				Total		\$ 7,322.23
(*) Tax exempted Part(s)						

Quote Valid Until: 02/13/2025

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: **Brandon Cullen**

Email: **brandonc@strictlytech.com**

Phone: **954-606-5440**

Mobile: **304-240-9918**

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

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

25718064.01

PLEASE REFER TO THE ABOVE QUOTE #
WHEN ORDERING

Date: 1/15/2025
Valid Through: 2/14/2025
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	.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				6C6E11F98CFF5F13BD7A			\$ -
2	64	41661615	65324170BC09A12	Govt. VIP Acrobat Pro Enterprise Subscription Renewal Monthly Net New 1 User LGA Level 9 10000+ 12 M -	Adobe - VIP Gov Renewals	\$ 103.02	\$ 6,593.28
3	1	41821028	65310105BC09E12	Govt. VIP Creative Cloud All Apps - Edition 4 Enterprise Sub Renewal Monthly 1 User LGA L9 12M -	Adobe - VIP Gov Renewals	\$ 842.05	\$ 842.05
4				New			\$ -
5	4	41519763	65324113BC09A12	Govt. VIP Enterprise Acrobat Pro New LicSub 1 User Lvl 9 10,000+ 12M -	Adobe-Vip Govt	\$ 100.80	\$ 403.20
						Subtotal	\$ 7,838.53
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	Exempt!
						Total	\$ 7,838.53

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 Sourcwell 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



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Authorization to Renew Contract for GIS Imagery Base Mapping

SOURCE: Police

COMMENT: Staff is seeking the City Council's authorization to renew our contract agreement with Nearmap for a 3-year term at a cost of \$11,400 per year for online access to all Nearmaps. The program contains current, historical, and refreshed aerial imagery with 3D content for mapping purposes for the city, along with information that can be utilized for public safety, including emergencies, other critical situations, and geographic information system (GIS) support. The Police Emergency Communications Center currently uses the imagery to provide information to public safety personnel in the field for both Police and Fire. Information from the imagery is used to identify potential safety hazards and other obstacles for law enforcement and fire-related incidents.

This software provides high-resolution digital imagery, 3-dimensional images of buildings, roads, vegetation, landmarks, and land topography that are available to all staff as well as emergency service agencies, and to the general public through the City's location platform. The utilization of imagery is a vital support mechanism for departments and agencies providing location intelligence, at all levels of the organization, to inform decisions, manage assets, engage customers, support service delivery, and drive innovation. High-resolution imaging and mapping of the city support many critical workflows and collaborations which require consistent and up-to-date information across departments and within the Porterville community.

The expense for the 3-year term is at a cumulative cost not to exceed \$34,200, inclusive of all services outlined in the agreement, and allows for a ten percent (10%) contingency. Funding for the Nearmap implementation will be made available through the Police Department and Public Works operating budgets.

RECOMMENDATION: That City Council authorize the City to renew a 3-year term Contract Agreement with Nearmap to continue the use of referenced imagery utilized by the City's GIS network of software at a cost not to exceed \$34,200, inclusive of all services outlined in the agreement and allow for a ten percent (10%) contingency.

ATTACHMENTS: 1. Quote for City of Porterville, CA - 3 Year Renewal

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Jason Ridenour, Interim City Manager



RENEWAL QUOTE

Nearmap US, Inc.
1850 W Ashton Blvd, Suite 500
Lehi, UT 84043, USA
Phone: +1 (801) 609 7250

Customer Name	City of Porterville, CA	Quote Number	Q107260
Contract Commencement	Contract commences upon signing of quote.	Quote Expiry	01/31/2025
Subscription Term	36 Month	Account Rep	Lucy Biles lucy.biles@nearmap.com
Subscription Start Date	01/26/2025	Payment Term	Net 30
Public Facing URL	https://porterville.maps.arcgis.com/apps/webappviewer/index.html	Payment Method	Invoice
Bill To	City of Porterville, CA Rachel Ginsberg 291 North Main Street, Porterville, California, 93257 559-791-7875 rginsberg@ci.porterville.ca.us	Ship To	City of Porterville, CA Rachel Ginsberg 291 North Main Street, Porterville, California, 93257 559-791-7875 rginsberg@ci.porterville.ca.us

PRODUCT	ALLOWANCE	COVERAGE	SEATS
3D Viewer	NA	Nationwide	NA
Nearmap Vertical Offline Copy - Subscription	NA	Nationwide	NA
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
Subtotal			\$34,200.00
*Estimated Tax			\$0.00
Total			USD \$34,200.00

*The Total includes applicable sales tax for the state which the Licensee is located. If an exemption from sales tax is applicable to the Licensee, the Licensee shall provide to Nearmap, in accordance with state law, relevant tax-exemption documentation. It will be the responsibility of the Licensee to ensure proof of tax-exempt status remains current for subsequent renewals of the Agreement.

ACCEPTANCE OF Q107260 will constitute an Agreement with Nearmap

By selecting **"Yes"** or **signing below**, you acknowledge that (a)(i) the Additional Terms and Conditions of the previous Agreement between the Licensee and Nearmap applies to this Renewal Quote, unless otherwise specified in Schedule 1 of this Renewal Quote, and (ii) the Product-Specific Terms set out in <https://www.nearmap.com/us/en/legal/product-agreements> applies to this Renewal Quote, (b) you have the authority to agree to this Renewal Quote, (c) you agree to pay the fees set forth herein. You acknowledge that the Coverage Area by Nearmap is outlined at <https://www.nearmap.com/us/en/current-aerial-maps-coverage>.

Note: The terms of your Agreement remain the same unless varied by this Renewal Quote. The total in this Renewal Quote is only an estimate of your next invoice. Final credits and amendments to the subscription is dependent upon the date this Renewal Quote is accepted.

Signature / Digital Acceptance:

Date:

Full Name:

Position:

PO Number (if required):

If printed, please sign, scan and email to: orders.us@nearmap.com

Additional Terms and Conditions

1. Notwithstanding the "Payment Term" section on the Quote, the License Fee is \$34,200.00 (excl. Taxes) for the Term of the Agreement, payable by the Licensee to Nearmap in three (3) installments, as follows:

Year 1: \$11,400.00

Year 2: \$11,400.00

Year 3: \$11,400.00

For the avoidance of doubt, each invoice will be due thirty (30) days from the date of invoice



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Consideration of License Agreement Renewal Between the City of Porterville and Community Services Employment Training CSET

SOURCE: Parks and Leisure Services

COMMENT: The City of Porterville currently leases the Santa Fe Depot, located at 280 N. Fourth Street, from the Tulare County Housing Authority. The City has had an agreement with Community Services Employment Training (CSET) since 2014, to provide programming at the Santa Fe Depot in conjunction with Kings/Tulare Area Agency on Aging (K/T AAA). CSET is currently under contract with K/T AAA to provide the regular senior citizen meal program, as well as senior services commensurate with services provided elsewhere in the K/T AAA service area. CSET staffs the facility to administer the daily meal program, provide arts and crafts classes, conduct special events, and offer other recreational, social, and cultural opportunities.

The current license agreement between the City and CSET expires in January 2025. CSET has expressed their interest in renewing the license agreement. A few key points of the agreement include: CSET shall have exclusive use of the Santa Fe Depot weekdays 8:00 AM - 5:00 PM for food services and programs; CSET shall provide regular senior citizen meal programs; CSET shall be responsible for the cleanliness of all areas utilized inside the building; and the City shall have exclusive use of the Santa Fe Depot when not in use by CSET. Staff has been pleased with the partnership with CSET and the wide array of services they have provided to the seniors over the past eleven years. On December 5, 2024, the Parks and Leisure Services Commission voted unanimously to recommend the license agreement renewal between the City and CSET for an additional three years.

The City's agreement with K/T AAA expires in September 2025, and will be brought before the City Council for renewal consideration. It is anticipated that K/T AAA will request an increase to the annual amount requested for program costs from the previously contracted amount of \$14,000 due to the increase in expenses experienced by the program.

RECOMMENDATION: That the City Council approve the license agreement renewal with CSET for an additional three years, and authorize the Mayor to execute the agreement.

ATTACHMENTS: 1. CSET Agreement Santa Fe Depot 2025

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Jason Ridenour, Interim City Manager

**PROPERTY LICENSE AGREEMENT
AND
AGREEMENT CONCERNING RIGHTS AND OBLIGATIONS
OF THE PARTIES**

Parties

1. This license agreement is entered into by and between Community Services Employment Training (“CSET”), licensee, and the City of Porterville (“CITY”), licensor.

Description of Property

2. CITY is the lessee of certain real property situated in the City of Porterville, and more particularly described as the Porterville Santa Fe Depot (“Depot”) located at 280 N. 4th Street, Porterville, California.

Grant of License

3. In consideration for and in accordance with the terms and conditions of this agreement, CITY grants CSET a license to perform the following acts on the Property:
 - a. CSET shall have exclusive use of the Santa Fe Depot Monday-Friday of each week between the hours of 8:00 a.m. and 5:00 p.m. for food services and programs.
 - b. CSET shall provide regular senior citizen meal programs, in compliance with California Department of Aging food service guidelines, and services commensurate with services provided elsewhere in the Kings/Tulare Area Agency on Aging (KTAAA) service area. This is based on KTAAA’s annual contract renewal with CSET.
 - c. CSET shall be responsible for the cleanliness of all areas utilized including the restrooms, and for stocking the restroom with paper products during and after use.
 - d. CITY shall have exclusive use of the Santa Fe Depot when not in use by CSET.
 - e. CITY shall schedule all activities in the Santa Fe Depot aside from CSET’s programs. CSET and CITY shall submit a monthly usage calendar to each other by the end of the month for usage in the upcoming month.

Other Rights and Obligations

4. The following incidental rights and obligations accompany the License and the use of the property:
 - a. CITY currently leases said property from Tulare County Housing Authority for the annual sum of Two Thousand Dollars (\$2,000.00) payable in advance annually to the Housing Authority of the County of Tulare; provided that each

year said rent shall be increased by three percent (3%). The Tulare County Housing Authority is not a party to this Agreement.

- b. CSET shall pay CITY the cost of utilities, refuse service, and pest control incurred by CSET usage. This amount will be reviewed and billed by the City and paid by CSET on a monthly basis, or as otherwise agreed by the parties.
- c. CSET shall have full and exclusive management authority over the program areas during the times of program use, and shall assume full responsibility for the timely cleaning of all areas used after all Licensee activities.
- d. CSET shall provide an insurance certificate naming the City, and the Tulare County Housing Authority as additional insureds. CSET agrees to procure and maintain in force throughout the term of this Agreement at insurance policies insuring Licensee and the City against public liability and property damage in the following minimum amounts, to wit:

~~1.~~—Comprehensive form of general liability insurance, personal injury liability

—and property damage, and naming the City of Porterville, its officers,
—employees, agents and assigns, as additional insured, in at the
— following amounts:

~~a.~~ Bodily insurance, including death to one or more persons, each occurrence: ~~\$21~~,000,000.00 per occurrence. Prior to commencement of the term of this Agreement, Licensee shall provide Licensor with and original Certificate of Insurance, together with a signed endorsement naming the Licensor as Additional Insured and acknowledging that thirty (30) days written notice of cancellation or material change shall be given Licensor.

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

- e. CSET shall be responsible for interior modifications to accommodate their programs, but said modifications shall not be made without the prior written consent of the City.
- f. CSET shall be responsible for repair of any damages incurred during CSET usage of the building, including CITY owned items.
- g. CITY shall provide facility management oversight, routine building and grounds maintenance, utility services, and schedule use of the building.

- h. CITY and CSET shall meet annually to address any concerns and coordinate schedules.
- i. CITY shall facilitate, with Housing Authority of the County of Tulare, major building and property repairs, including repair and replacement of building equipment and fixtures, and repairs to the roof, plumbing, heating, ventilation, electrical and air conditioning systems.
- j. CSET shall promptly and completely observe, comply with, and conform to all present and future applicable federal, state, and local laws, requirements, and standards in the operation and use of the License and the premises, and its programs on this premises. This includes, but is not limited to, State and Federal discrimination and disability laws and regulations. A determination by CITY that there is an apparent failure to comply with this Section is grounds for immediate termination of this License by CITY, and any notice requirements required pursuant to this Agreement shall not apply.
- ~~i. In exercising these rights and obligations, CSET must use reasonable care and may not unreasonably increase the burden on the Property.~~

~~In exercising these rights and obligations, CSET must use reasonable care and may not unreasonably increase the burden on the Property.~~

k.

License Non-assignable

- 5. This License is personal to the licensees and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in licensees by the grant of this License.

Term of License

- ~~6.~~ This License shall commence January 222, 20250, and terminate January 212, 202825. The parties may agree to extend this Agreement, with the terms of said Agreement to be reviewed and adjusted as the parties deem to be appropriate prior to renewal.

6.

Termination of License

- 7. Notwithstanding the above-referenced term, either party may terminate this Agreement with at least 90 days prior written notice. On or before the termination date for this License, CSET shall remove all of their personal property from the Property and shall leave the Property to CITY in good order and repair to the reasonable satisfaction of CITY, normal wear and tear excepted.

Default

- 8. In the event CSET fails to comply with any of the material terms of this Agreement, in addition to any and all other remedies available under the law, this License may be revoked by CITY, upon CSET's receipt of written notice of the

violation and its failure to cure within ten (10) days. More time may be granted for the cure of any violations if agreed to in writing by the parties.

Termination

9. CSET understands that CITY has leased the premises from Tulare County Housing Authority, and said sublease is not scheduled to expire during the term of this Agreement. However, in the event the property is no longer available to CITY, the License herein granted shall cease to be in effect, and the parties' obligations to each other under this Agreement also cease.

Indemnification

10. To the fullest extent permitted by law, CSET shall hold harmless, defend (~~with counsel approved by the City~~) and indemnify CITY and its officers, ~~officials,~~ employees, agents and volunteers ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsel's fees and costs of litigation ("claims"), (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) arising out of, ~~pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Licensee and its employees, agents, subcontractors, and/or volunteers~~ CSET's performance of its obligations under this agreement or out of the operations conducted by CSET, including the CITY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CSET's performance of this agreement, CSET shall provide a defense to the City indemnitees, or at the CITY's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsel's fees, incurred in defense of such claims., ~~except where and to the extent caused by the active negligence, sole negligence or willful misconduct of the City.~~ The provisions of this section survive completion of the services or the termination of this Agreement. The provisions of this section are not limited by the provisions of this Agreement relating to insurance.

Entire Agreement

11. This agreement constitutes the entire Agreement between CITY and CSET relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by all parties named above.

Miscellaneous

12. The parties agree that this Agreement is entered into and is to be performed in Tulare County, California and to the fullest extent permitted by law waive the removal provisions of California Code of Civil Procedure Section 394.

13. Each party and its legal counsel have participated fully, or had the opportunity to participate fully, in the review and revisions of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
14. If any litigation is commenced between the parties to this Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in the Litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to its cost for the litigation including expert witness fees and a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.
15. Failure on the behalf of the LICENSOR to insist on strict performance of the covenants, terms, stipulations, agreements and conditions of the License shall not be construed as a waiver by the LICENSOR of any of its rights hereunder, or as a waiver or a relinquishment of the strict future performance of the covenants, conditions and agreement herein contained, but all and each thereof shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ of _____, 2025~~19~~.

COMMUNITY SERVICES EMPLOYMENT TRAINING

Authorized Representative

CITY OF PORTERVILLE

Greg Meister~~Martha A. Flores~~, Mayor

ATTEST:

Jason Ridenour~~John D. Lellis~~, City Clerk

APPROVED AS TO FORM

Julia M. Lew, City Attorney



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Authorization to Award Contract for Two Mini Side Load Refuse Trucks

SOURCE: Public Works

COMMENT: On August 20, 2024, the City Council authorized the distribution of RFP No. 24-25-SR1985 to procure two mini side-loader refuse trucks. The City's transit operations include servicing trash receptacles at 150 transit bus stops and the downtown transit center, which often require frequent servicing due to heavy usage in high-pedestrian and high-ridership areas. Historically, these tasks were performed using larger refuse trucks or pickup trucks with trailers, resulting in higher operational costs and inefficiencies.

To improve efficiency, reduce fuel consumption, and minimize wear on city streets, the Transportation Department proposed acquiring smaller, more maneuverable trucks specifically designed for servicing smaller trash receptacles. The RFP sought vendors capable of supplying vehicles that met the City's operational requirements. Funding for the project includes a \$340,000 Federal Transit Administration (FTA) grant and an \$85,000 local match from Local Transportation Funds (LTF), for a total project budget of \$425,000.

After receiving responses to the RFP, it was determined that none of the proposals met the independent cost estimate. On October 23, 2024, staff issued a Best and Final Offer (BAFO) request. Despite this effort, the bids exceeded the project's budget.

On November 19, 2024, the City Council rejected all bids and directed staff to reissue the RFP with updated specifications. These revisions aimed to attract competitive bids that align with operational needs and budgetary constraints while complying with federal procurement standards.

Following the reissue of the RFP, the City received the following three proposals:

Vendor	Total Cost
Truck and Parts Tampa, LLC	\$390,075 (including sales tax)
Ray Gaskin Service	\$406,456.52

Triple Velocity Automotive \$417,498.50

Trucks and Parts Tampa, LLC submitted the lowest bid at \$390,075, including sales tax and DMV fees. Key features include a 2024 Isuzu NRR chassis with an 8-yard Curbtender Tomcat manual side loader; equipped with LED hopper lights, strobe lights, compatibility with Big Belly receptacles, and a delivery lead time of 10 days after order placement. While Trucks and Parts Tampa, LLC offers immediate delivery, the lack of dual-steer functionality presents a critical safety concern, outweighing the benefits of faster implementation.

Ray Gaskin Service proposed a qualified bid of \$406,456.52. Key features include a 2025 Isuzu NRR chassis with an 8-yard Curbtender Tomcat manual side loader; dual-function tipper, equipped with LED hopper lights, dual steer conversion for both left-hand and right-hand drive, and a delivery lead time of 150 days after order placement. While Ray Gaskin Service's 150-day delivery timeline is longer than the immediate availability offered by Trucks and Parts Tampa, LLC, the inclusion of dual-steer functionality provides critical safety advantages that justify the wait and additional cost.

Triple Velocity Automotive proposed a qualified bid of \$417,498.50. Key features include a 2025 Chevrolet LCF chassis with 8-yard Curbtender Tomcat manual side loader, dual-function tipper, LED lights, and a delivery lead time of 360 days after order placement. Its high cost and lengthy delivery time makes this proposal less advantageous.

Staff recommends Ray Gaskin Service due to the inclusion of dual-steer functionality, which aligns with the City's safety priorities and reduces operational risks in high-traffic environments, at a total project cost of \$406,457. The project funding includes \$325,166 from the Federal Transit Administration, Grant # 2024-6260-2, and \$81,291 from local transportation funds.

RECOMMENDATION: That the City Council:

1. Authorize the award of the contract to Ray Gaskin Service for two mini side-load refuse trucks in the amount of \$406,457; and
2. Authorize the Transportation Director to execute the agreement.

ATTACHMENTS: 1. Staff Report - August 20, 2024

 2. Staff Report - November 19, 2024

 3. Ray Gaskin Service Proposal

 4. Trucks and Parts Tampa, LLC Proposal

 5. Triple Velocity Automotive Proposal

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Jason Ridenour, Interim City Manager



CITY COUNCIL AGENDA – AUGUST 20, 2024

SUBJECT: Authorization to Distribute a Request for Proposals for Two Mini Side Loading Refuse Trucks

SOURCE: Public Works

COMMENT: The City's current transit operations include servicing trash receptacles at 150 transit bus stops and the downtown transit center. These receptacles often require frequent servicing due to high usage, particularly in areas with heavy pedestrian traffic and high ridership. In the past, this task was either performed using larger refuse trucks or using pickup trucks and trailers.

To improve efficiency and reduce operational costs, the Transportation Department proposes the acquisition of two mini refuse trucks specifically designed for servicing smaller trash receptacles. These smaller, more maneuverable trucks will allow for easier access to bus stop areas, reduce fuel consumption, and minimize the impact on city streets.

The proposed RFP will seek vendors who can supply mini refuse trucks that meet the city's operational requirements. The RFP will include specifications for the trucks, including size, capacity, fuel efficiency, and durability. Proposals will be evaluated based on cost and compliance with the City's specifications.

The Independent Cost Estimate (ICE) for the project is \$400,000. Funding is sourced from a Federal Transit Administration (FTA) grant amounting to \$320,000. A local match of \$80,000 is required, which will be covered by Local Transportation Funds (LTF). These funds have been appropriated in the FY 2024-2025 Budget. The negotiated contract will be presented to the Council for final approval.

RECOMMENDATION: That the City Council:

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

ATTACHMENTS: 1. Draft Request for Proposals - Mini Side Load Refuse Truck

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – NOVEMBER 19, 2024

SUBJECT: Authorization to Reject All Bids for Mini Side Load Refuse Truck RFP No. 24-25-SR1985 and Reissue with Revised Specifications

SOURCE: Public Works

COMMENT: On August 20, 2024, the City Council authorized the distribution of RFP No. 24-25-SR1985 to procure two mini-auto side-loader refuse trucks to enhance refuse collection at high-usage transit bus stops and the downtown transit center. The RFP aimed to secure vehicles that could improve efficiency, reduce fuel consumption, and operate effectively in confined areas. The engineer's estimate for the project was set at \$400,000, funded in part by a \$320,000 Federal Transit Administration (FTA) grant with an \$80,000 local match covered by Local Transportation Funds (LTF).

After reviewing the proposals, it was found that none of the submitted bids met the engineer's estimate. A Best and Final Offer (BAFO) request was issued on October 23, 2024, to give vendors an opportunity to adjust their bids. However, no proposals were received within the budgeted engineer's estimate, even after considering possible adjustments such as left-hand steer-only configuration and alternative chassis and body options.

Following the evaluation process, staff identified several challenges, prompting the recommendation to reject all bids:

1. Budgetary Constraints: All proposals, even after the BAFO process, exceeded the project's budget, making them financially infeasible within the allocated funds.

2. Specification Revisions Needed: The original specifications may have contributed to higher bid prices. Updating the project specifications could help attract proposals that meet operational needs while aligning with budgetary constraints.

3. Compliance with Federal Requirements: Due to FTA funding, the project must adhere to federal guidelines. The FTA mandates that for procurements of \$150,000 or more, recipients must use a competitive sealed bid process unless conditions are not appropriate for its use. This ensures transparency and competitiveness in the procurement process.

Item No. 5.

Staff believes that revised specifications may yield more competitive bids that remain compliant with FTA procurement standards.

To better meet budgetary requirements, staff recommends rejecting all bids and reissuing the RFP with updated specifications. This revision will focus on cost-effective solutions that fulfill the City's operational objectives within the engineer's estimate. In addition, rejecting the current bids will have no immediate financial impact.

RECOMMENDATION: That the City Council:

1. Reject all bids submitted for RFP No. 24-25-SR1985; and
2. Direct staff to reissue the RFP with updated project specifications to align with budgetary requirements.

ATTACHMENTS:

1. August 20, 2024 Staff Report
2. RFP 24-25-SR1985 Best and Final Offer

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager



**14572 RANCHO VISTA DR.
FONTANA, CA 92335
PHONE: 909-574-7000 FAX: 909-574-7005
December 2, 2024**

In accordance with City of Porterville request for proposal 24/25 SR1985(Rebid) I am writing this letter. Ray Gaskin Service has been an industry leader in providing refuse equipment to the state of California and its customers for the last 70 plus years. For the past 40 years Ray Gaskin Service has been providing its customers with reliable options in the manual side loader division. Customers including municipalities and private haulers all over the state of California currently run Manual side loaders provided by Ray Gaskin Service and its factory partners. Currently the City of Porterville is running two New Way Sidewinder automated side loaders that were provided by Ray Gaskin Service. Ray Gaskin Service has three service and parts facilities located across California. Locations include Fontana, Bakersfield and Sacramento. Each facility is equipped with service and parts departments to take care of our customers' needs. This allows us to limit down time to our customers and keep trucks on the road. Listed below are a few of our customers that are currently running manual side loaders. On behalf of Ray Gaskin Service, I would like to thank the city of Porterville for the opportunity to quote.

City of Los Angeles- Ron Cole, (213) 840-6078, ron.cole@lacity.org, 555 Ramirez St Los Angeles CA 90012

Nick Ottonello- EDCO Disposal, (619) 920-1439, nottonello@edcodisposal.com, 6670 Federal Blvd Lemon Grove CA

City of Redlands- Louie Miranda , (909) 201-9477, Lmiranda@cityofredlands.org, 1270 W Park Ave Redlands CA 92373

Sincerely,



Bobby Ziello
Sales Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/07/2024

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 F and I Insurance Services, LLC. 99 Long Ct. Suite 201 Thousand Oaks CA 91360	CONTACT NAME: Debbie Andersen PHONE (A/C, No, Ext): (805) 496-6555 FAX (A/C, No): (805) 497-7870 E-MAIL ADDRESS: dandersen@fandiinsurance.com														
INSURED Ray Gaskin Service 14572 Rancho Vista Drive Fontana CA 92335	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Hartford Fire Insurance Company</td><td></td></tr><tr><td>INSURER B: Hartford Accident and Indemnity Company</td><td></td></tr><tr><td>INSURER C: State Compensation Insurance Fund</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company		INSURER B: Hartford Accident and Indemnity Company		INSURER C: State Compensation Insurance Fund		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hartford Fire Insurance Company															
INSURER B: Hartford Accident and Indemnity Company															
INSURER C: State Compensation Insurance Fund															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 2024-2025/2023-2024 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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			72UUNSV6270	02/07/2024	02/07/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			72UENOL1854	02/07/2024	02/07/2025	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 \$ \$
C	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 ☒ Y N/A			9266226-2023	12/20/2023	12/20/2024	☒ PER STATUTE ☐ OTH-ER 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)

*10 days notice of cancellation applies to non-payment of premium, 30 days all other;

CERTIFICATE HOLDER

Proof of insurance

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

M. K. Kwan

© 1988-2015 ACORD CORPORATION. All rights reserved.

Ray Gaskin Service

14572 Ranco Vista Dr
Fontana, CA 92335
www.raygaskinservice.com
Prepared by: Bobby Ziello
Cell- 909-717-8005

Quote
Date 12/2/2024
Valid for- 60 days
Terms

Customer

City of Porterville
555 N. Prospect St
Porterville, CA 93257

Description	Quantity	Amount
2025 Curbtender 8yd Tomcat Manual Side load body Complete mount on 2025 Isuzu NRR Gasoline Chassis Chealsea PTO and Pump combo Single Tipper prep package Dual Tap-in Kit Dual Spool for two fuction Tipper All LED Lighting LED Working lights (2) LED strobe lights Upper Light Bar and Center mounted beacon Broom and shovel holder Curbtender Back up camera system w/ 5" monitor Painted Performance White Remote grease lines for packer cylinder Single Grabber Style Tipper Mounted Curbside	1	\$ 98,650.00
2025 Isuzu NRR Gas Chassis, Allison 1000 series transmission, 19500LBS GVWR, 132" Wheelbase, See attached specs.	1	\$ 73,969.00
Add Dual steer conversion for both LH/ RH drive	1	\$ 9,800.00
Warranty: Standard Curbtender Warranty, 1yr Body Warranty, 1yr hydraulic warranty, and 1yr cylinder warranty Paint: Body acrylic Utethane Enamel Color: Performance White		

Terms and Conditions

1. Does not include takes or fees unless otherwise noted
 2. Valid for 30 days unless otherwise noted
 3. Please return after signing or submit Purchase Order to comfirr
- Customer acceptance (Sign Below)*

Subtotal	\$ 182,419.00
Sales Tax	\$ 16,873.76
Freight	\$ 3,800.00
DMV	\$ 135.50
Total	\$ 203,228.26

x _____ Date: _____

Print name here:

If you have any questions regaurding this price quote please contact
Bobby Ziello at Bobby@raygaskinservice.com
Thank you for your Business!



STANDARD NEW EQUIPMENT 1 YEAR LIMITED WARRANTY

This Warranty is Non-Transferable

Revised 11/2017

Curbtender, Inc. ("CURBTENDER") warrants that the goods purchased (the "Unit") shall be free from defects in material and workmanship under normal use for a period one year from the date of sale, beginning when the Unit is delivered to the initial owner (the "Warranty"). Warranty shall be approved only when proper service and maintenance are performed as described and required in CURBTENDER Service Bulletins and CURBTENDER Operator, Service and Parts manuals and the then current CURBTENDER Warranty Policy and Procedures are followed. Failure to comply with the then current CURBTENDER Warranty Policy and Procedures may, at CURBTENDER's discretion, invalidate this Warranty in its entirety or invalidate any individual warranty claim. This Warranty is expressly limited to the repair or replacement of any component or part that is proven to CURBTENDER's satisfaction to have been defective in material or workmanship. Such components or parts shall be repaired or replaced without cost. Curbtender's warranty does not include "wear items" such as (but not limited to) bearings, bushings, steel liners, guide shoes, belts, pins, etc.

Any service parts sold by CURBTENDER shall carry a ninety (90) day limited warranty for replacement only (labor is not included), provided that a factory inspection reveals a material or workmanship defect. CURBTENDER reserves the right to make changes in the design or make additions to or improvements on its product without creating any obligation for installation in previously manufactured units.

THE WARRANTY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY BEING GIVEN BY CURBTENDER WITH RESPECT TO THE UNIT AND ANY RELATED PARTS OR PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT ARE HEREBY DISCLAIMED. THE REMEDIES PROVIDED IN THIS WARRANTY ARE THE EXCLUSIVE REMEDIES AVAILABLE AND ARE LIMITED TO REPAIR AND REPLACEMENT OF THE NONCONFORMING PARTS.

IN NO EVENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY, SHALL CURBTENDER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, PRODUCTS, DOWN TIME, COVER, TEMPORARY REPLACEMENT COST OR ANY OTHER DIRECT, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING ATTORNEY'S FEES. IN NO EVENT SHALL CURBTENDER BE LIABLE FOR ANY LOSS, DAMAGE, CLAIM, COST OR EXPENSE, INCLUDING ATTORNEY'S FEES, ARISING FROM OR RELATED TO ANY LEAK OR SPILL OF HYDRAULIC FLUID OR ANY HAZARDOUS MATERIAL (AS DEFINED UNDER ANY APPLICABLE FEDERAL, STATE, OR LOCAL STATUTE, REGULATION OR THE LIKE) OR THE FAILURE TO PROPERLY DISPOSE OF HYDRAULIC FLUID OR ANY HAZARDOUS MATERIAL. OWNER AGREES TO DEFEND AND HOLD CURBTENDER HARMLESS FROM ANY LOSS, DAMAGE, CLAIM, COST OR EXPENSE, INCLUDING ATTORNEY'S FEES, ARISING FROM OR RELATED TO ANY ENVIRONMENTAL OR HAZARDOUS MATERIAL CLAIM.

THIS WARRANTY IS CONTINGENT UPON AND APPLICABLE ONLY IF THE THEN CURRENT CURBTENDER WARRANTY POLICY AND PROCEDURES ARE COMPLIED WITH. OTHER THAN THE PURCHASE OF AN EXTENDED WARRANTY, NO EMPLOYEE OR REPRESENTATIVE OF CURBTENDER IS AUTHORIZED TO MODIFY THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY. THIS IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY CURBTENDER.



ISUZU TRUCK OF AUGUSTA

Aaron Matthews | 706-303-1387 | aaron.m@matthewsmotors.org

2025 NRR Gas 1U2 - Ray Gaskin



Current report content is based on data as of 2024-11-21 12:45:43. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

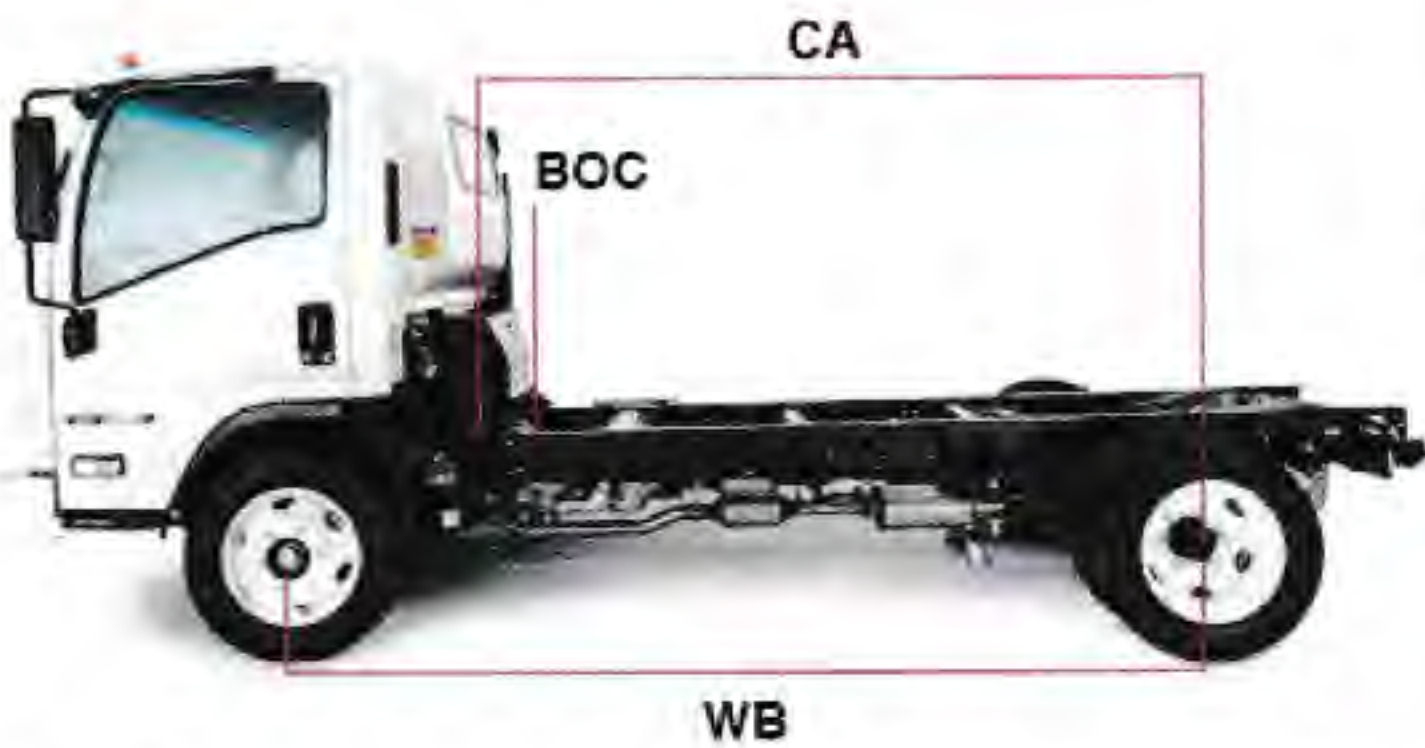


ISUZU TRUCK OF AUGUSTA

Aaron Matthews | 706-303-1387 | aaron.m@matthewsmotors.org

2025 NRR Gas 1U2 - Ray Gaskin (2025 NRR Gas Cab Chassis, 1U2 132.5"WB, 110"CA, 19,500 GVWR. White, Standard model specifications with power windows and power door locks, air conditioning, rear body dome lamp switch, and an AM/FM/CD radio with Bluetooth

Weight Distribution



Driver/Passenger Weight	350.0 lbs.
Wheelbase (WB)	132.5 inches
Cab-to-Axle (CA)	110 inches
Body Length	
Body Weight	
Back of Cab (BOC)	7.7 inches

**** You must fill in body length and weight to enable body and payload weight calculations.**

Front Wt.	4,035.00 lbs.	64%
Rear Wt.	2,223.00 lbs.	36%
GVWR	19,500.00 lbs.	
GVW	6,258.00 lbs.	
Remaining Payload Weight	13,242.00 lbs.	

Weight (lbs.)	Front	Rear	Total
Chassis	3,666.00	2,223.00	5,889.00
Chassis Equipment	19.00	0.00	19.00
Subtotal	3,685.00	2,223.00	5,908.00
Driver/Passengers	350.00	0.00	350.00
Body/Body Equipment	0.00	0.00	0.00
Payload	0.00	0.00	0.00
Total	4,035.00	2,223.00	6,258.00
GAWR/GVWR	7,275.00	14,460.00	19,500.00
GCWR			25,500.00

Chassis Equipment:

Code	Item	Center of Gravity	Front Axle	Rear Axle	Total
04	White, Standard model specifications with power windows and power door locks, air conditioning, rear body dome lamp switch, and an AM/FM/CD radio with Bluetooth		0.00 lbs.	0.00 lbs.	0.00 lbs.
IF6	Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab		19.00 lbs.	0.00 lbs.	19.00 lbs.
I3Z	Spare keys (2 additional, 4 keys in total)		0.00 lbs.	0.00 lbs.	0.00 lbs.

Driver/Passengers:

	Center of Gravity	Front Axle	Rear Axle	Total
Driver	front axle	350.00 lbs.	0.00 lbs.	350.0 lbs.

Current report content is based on data as of 2024-11-21 12:45:43. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



ISUZU TRUCK OF AUGUSTA

Aaron Matthews | 706-303-1387 | aaron.m@matthewsmotors.org

2025 NRR Gas 1U2 - Ray Gaskin (2025 NRR Gas Cab Chassis, 1U2 132.5"WB, 110"CA, 19,500 GVWR. White, Standard model specifications with power windows and power door locks, air conditioning, rear body dome lamp switch, and an AM/FM/CD radio with Bluetooth

Selected Model and Options

	Code	Description	Weight
Model	1U2 04	NRR Gas Cab Chassis 132.5"WB, 110"CA White, Standard model specifications with power windows and power door locks, air conditioning, rear body dome lamp switch, and an AM/FM/CD radio with Bluetooth	
Vehicle Application	RQ2	Truck Application	0.0 lbs.
Tires	I5H	LRR (low rolling resistance)	0.0 lbs.
Engine	L8T	GMPT 6.6L (400 CID) V8 gasoline engine; 350 HP at 4500 RPM; 425 lb-ft torque at 3800 RPM; precise fuel control direct injection technology; electronic throttle control; overhead valves with variable valve timing; heavy duty cast-iron cylinder block with six-bolt main-bearing cap; cast aluminum cylinder heads; forged steel crankshaft; stainless steel exhaust manifold.	0.0 lbs.
Transmission	Y6V	Allison 1000 RDS 6-speed automatic transmission w/o PTO. Gear Ratios: 3.100, 1.810, 1.410, 1.000, 0.710, 0.610, Rev 4.490:1	0.0 lbs.
Wheelbase	IA9	132.5 inches 110"CA	0.0 lbs.
Air Cleaner	KNX	Dry paper single element. Air cleaner canister standard with air restriction gauge.	0.0 lbs.
Battery	IL3	Single Delco 12-V maintenance free 750 CCA frame mounted battery box	0.0 lbs.
Exhaust	I41	Single horizontal aluminized steel with catalytic converter and oxygen sensor devices.	0.0 lbs.
Front Axle	IZ6	"I"-beam rated at 7,275 lbs. Includes integral hydraulic power steering. Ratio 18.8-20.9:1.	0.0 lbs.
Front Wheels	IB9	19.5" x 6", 6-hole disc, painted white	0.0 lbs.
Front Tires	I8B	225/70R19.5G (14 ply) tubeless Radial, all season tread	0.0 lbs.
Rear Axle	ID3	Single-speed, 14,550 lb. capacity with oil lubricated rear wheel bearings.	0.0 lbs.
Ratio	IC6	5.375:1	0.0 lbs.
Rear Wheels			

Current report content is based on data as of 2024-11-21 12:45:43. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



ISUZU TRUCK OF AUGUSTA

Aaron Matthews | 706-303-1387 | aaron.m@matthewsmotors.org

2025 NRR Gas 1U2 - Ray Gaskin (2025 NRR Gas Cab Chassis, 1U2 132.5"WB, 110"CA, 19,500 GVWR. White, Standard model specifications with power windows and power door locks, air conditioning, rear body dome lamp switch, and an AM/FM/CD radio with Bluetooth

Selected Model and Options

	Code	Description	Weight
Rear Tires	IC1	19.5" x 6", 6-hole disc, painted white	0.0 lbs.
	I9B	225/70R19.5G (14 ply) tubeless Radial, all season tread.	0.0 lbs.
Fuel Tank	A17	38.6 gal. rectangular fuel tank. Mounted between frame rail with electric type fuel pump (mounted in tank). Through the rail fuel fill.	0.0 lbs.
Seat	AQB	Driver seat is reclining high back. Two single occupant fold down seats with tray backs.	0.0 lbs.
Air Conditioning	C60	Air conditioner	0.0 lbs.
Power Windows & Door Locks	IL0	Yes	0.0 lbs.
Model Option	04	White, Standard model specifications with power windows and power door locks, air conditioning, rear body dome lamp switch, and an AM/FM/CD radio with Bluetooth	0.0 lbs.
Additional Options	IF6	Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab	19.0 lbs.
Accessories	I3Z	Spare keys (2 additional, 4 keys in total)	0.0 lbs.
	IX2	Rear body dome lamp switch	0.1 lbs.
	8RP	AM/FM stereo with auxiliary input, USB port, and Bluetooth.	0.0 lbs.

Current report content is based on data as of 2024-11-21 12:45:43. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

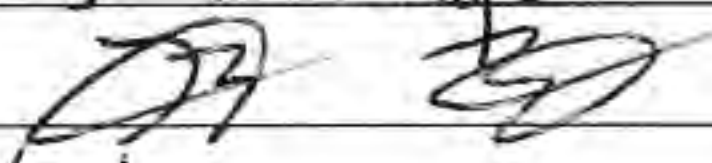
Exhibit A – Required Forms

Form A

ADDENDUM RECEIPT

The Proposer acknowledges it has received and read the following Addenda:

Addendum # <u>None</u>	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____

Company: Ray Gaskin Service
Name: Bobby Ziello
Title: Sales Manager
Signature: 
Date: 12/2/24

Form B

DEBARMENT AND SUSPENSION CERTIFICATION

This certification does not apply to contracts and subcontracts under \$25,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

Check one box below (and provide explanation if necessary):

☒ The Proposer certifies that the Proposer and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency;
2. Have not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

- OR -

☐ The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Ray Gaskin Service

Name: Bobby Ziello

Title: Sales Manager

Signature: 

Date: 12/2/24

Form C

BUY AMERICA CERTIFICATION

This certification applies to contracts over \$500,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

If this Offer is valued in excess of \$500,000 and involves the procurement of steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5), the Proposer hereby certifies that it:

☒ Will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 CFR part 661;

OR

☐ Cannot comply the requirements of 49 U.S.C. § 5323(j) (and 49 CFR part 661) but may qualify for an exception to the requirements pursuant to 49 U.S.C. § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

If this Offer is valued in excess of \$500,000 and involves the procurement of buses or other rolling stock (including associated equipment), the Proposer hereby certifies that it:

☒ Will comply with the requirements of 49 U.S.C. § 5323(j) and the applicable regulations of 49 CFR § 661.11;

OR

☐ Cannot comply with the requirements of 49 U.S.C. 5323(j) (and 49 CFR § 661.11), but may qualify for an exception to the requirements consistent with 49 U.S.C. § 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR § 661.7.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Ray Gaskin Service

Name: Bobby Ziello

Title: Sales manager

Signature: 

Date: 12/2/24

Form D

NON-COLLUSION AFFIDAVIT FOR PROPOSER

STATE OF CALIFORNIA

COUNTY OF San Bernardino

William McIntosh declares and says:

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

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Roy Gaskin Service

Name: Bobby Zello

Title: Sales

Signature: [Signature]

Date: 12/2/24

Form E

CERTIFICATION OF RESTRICTIONS ON LOBBYING

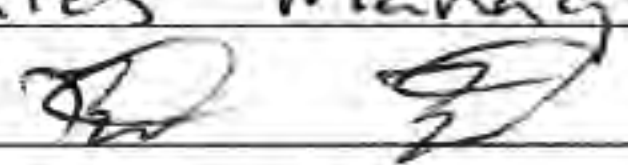
This certification does not apply to contracts and subcontracts under \$100,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

The Proposer certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Ray Gasikin Service
Name: Bobby Ziello
Title: Sales manager
Signature: 
Date: 12/2/24

Form F

TAX LIABILITY CERTIFICATION

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.

The Proposer certifies that:

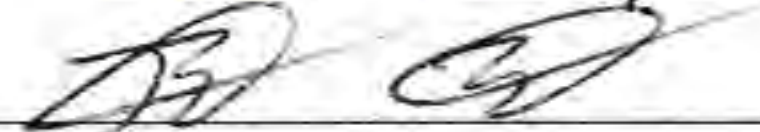
1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Ray GasKin Service

Name: Bobby Ziello

Title: Sales Manager

Signature: 

Date: 12/2/24

Form G

ACKNOWLEDGEMENT OF "BEST VALUE" SELECTION PROCESS

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

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

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

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

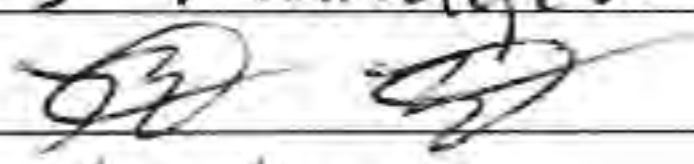
Company: Ray Gaslin Service
Name: Bobby Ziello
Title: Sales Manager
Signature: 
Date: 12/2/24

Exhibit B – Sample General Services Agreement

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

This General Services Agreement (Agreement) is entered into between the City of Porterville, a municipal corporation (City), and Roy Gaskin Service [complete name of legal business entity], a C Corporation [business status, such as a California corporation] (Contractor). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. City desires to retain Contractor to complete a XXXXXXXXXX Project (Project); and
- B. On XXXXXXXX, the City issued a Request for Proposals (RFP) for the XXXXXXXXXX (Project). On XXXXXXXX, Contractor submitted its proposal for the Project to the City. City has determined that Contractor possesses the skills, experience and certification required to provide the goods and services.
- C. After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement is being executed pursuant to Resolution No. SRM85-2024 approved by the Porterville City Council on November, 2024.
23

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Contractor shall provide the goods and services required to complete the Project, described in Exhibit "A" attached hereto and incorporated herein by reference. The goods and services shall be performed by, or under the direct supervision of, Contractor's Authorized Representative: Bobby Ziello. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractor or subcontractor, without City's prior written consent. The City may terminate this Agreement if Contractor makes any such change or replacement, or uses any unapproved subcontractor or subcontractor.
2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Contractor shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all

requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1. Term. The Term of this Agreement shall begin on 12/17/24 and end on 12/17/25, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Contractor on a lump sum basis, at the billing rate set forth in Exhibit "C", attached hereto and incorporated herein by this reference for goods and services performed under this Agreement.

3.1. Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed \$ 500,000.00. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval. Notwithstanding anything contained herein to the contrary, the payment of any funds under this Agreement shall be subject to the City of Porterville's appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

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

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

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

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

3.5. Contractor agrees to maintain books, accounts, payroll records and other information relating to the performance of Contractor's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Contractor in the

the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

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

To Contractor

Rory Gaskin Service
141572 Rancho Vista Dr
Fontana, CA 92335

13. Miscellaneous

- 13.1. Standard of Care.** Unless otherwise specified in this Agreement, the standard of care applicable to Contractor's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.
- 13.2. Amendments.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.
- 13.3. Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.
- 13.4. Assignment and Delegation.** Contractor may not assign, transfer or delegate this Agreement or any portion of it without the City's prior written consent. Any attempt to do so will void. City's consent to one assignment, transfer or delegation shall not be deemed to be consent to any subsequent assignment, transfer or delegation.
- 13.5. Jurisdiction and Venue.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Tulare.
- 13.6. Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.
- 13.6.1. Hazardous Materials.** Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.
- 13.6.2. Non-discrimination.** Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, color, national origin,

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

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

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

By: Martha A. Flores

Title: Mayor

Date: _____

Signature: _____

Attest:

Patrice Hildreth, City Clerk

Approved as to form:

Julia M. Lew, City Attorney

Exhibits:

- A. RFP No. XXX XXXXXXXXXXXXX
- B. Contractor Proposal
- C. Compensation

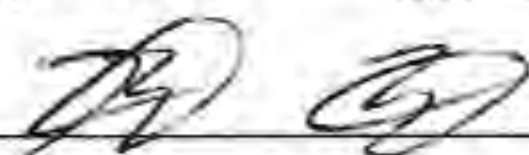
Contractor Roy Gaskin Service
141572 Rancho Vista Dr.
Fontana, CA 92335

By: Bobby Ziello

Title: Sales Manager

Date: 12/2/24

Federal Employer Tax ID No. 95-2406060

Signature: 



OF TAMPA, LLC

1015 South 50th Street, Tampa, FL 33619

USA TOLL FREE 1-888-488-8889

Local Phone (813) 247-6637 • FAX (813) 247-4465

www.trucksandparts.com

To whom it may concern,

I, Vince Frawley – Director of Business Development with Trucks & Parts, LLC, am writing to express our intent to submit a proposal in response The City of Porterville, CA's RFP for two Mini Auto Side Load Refuse Trucks RFP No. 24/25-SR1985 (Re-bid).

Trucks and Parts, LLC, has been in the business of selling refuse collection vehicles for nearly 75 years. Primarily responsible for buying used refuse vehicles, reconditioning them and reselling them, we also boast a very healthy, brand agnostic, inventory of new refuse collection vehicles. We work closely with all the major Original Equipment Manufacturers (OEM's) in addition to a wealth of combined product and industry knowledge in the refuse space to ensure that the vehicles we source are built to the necessary requirements to meet the demand of day-to-day work along with customer expectations. In relation to the specific application the City intends to use the collection vehicles in response to RFP indicated above, these vehicles will meet all of the indicated requirements and operational needs. These vehicles are 2024 Isuzu NRR – 8yd Curbtender Tomcat – Semiautomated Side Load units equipped with cart tipplers on the right-hand side of the vehicle. Trucks & Parts has also validated with the supplier of the receptacles that are to be placed on the collection route, Big Belly, that the receptacles are compatible with the supplied cart lifter on these units.

Trucks & Parts, LLC have sold this, or similar, equipment to the following references:

- Zero Waste Solutions, Inc. – 2511 Kenilworth Ave. Hyattsville, MD
 - o Doug Smith – 925-270-3339 – doug@zerowastesolutions.com
- Fayette Waste, LLC – 1790 Pittsburgh Rd. Waltersburg, PA15488
 - o William Piccolomini – 724-430-0100 – williamp@fwllc.net
- Bruno's Rolloff, Inc. – 121 Locust Street Falmouth, MA 02540
 - o Greg Carroll – 508-693-5454 – greg@carrollsmv.com

Please see the vehicle and pricing information listed below.

Truck: 2024 Isuzu NRR 8yd Curbtender Tomcat

List Price: \$174,900

Delivery: \$3,500

Price Per Unit: \$178,400 Per Unit

Quantity: 2

Total Price: \$356,800

Delivery Timeframe: Trucks & Parts, LLC has the units built and available for immediate shipment. These could be delivered within 10 days after an approval is made and purchase order is issued.

Please find the remaining RFP forms and supporting documents attached below. Thank you for your consideration.

Sincerely,

Vince Frawley

TRUCKS & PARTS



TRUCK PURCHASE AGREEMENT

CUSTOMER INFORMATION:

Customer PO Number:

Stock #: TW1230556SL Customer T/M#: Salesman: Vince Frawley Date: 12/3/2024
Company: City of Porterville, CA Contact: Richard Tree
Address: 291 N. Main St. City, State & Zip: Porterville, CA 93257
Phone: (559) 782-7451 Cell Phone: 559-483-0904 Fax: (559) 782-8937 Email address: rtree@ci.porterville.ca.us

VEHICLE DESCRIPTION:

Year: 2024 Make: Isuzu Model: NRR VIN: JALE5W167R7306385
Odometer: 0 Body Type: Side Loader Body Make: Curbtender
Capacity: 8 yds Body Model: Tomcat Body Serial #: 21498
Projected Delivery Date: 01/24/2025

TERMS OF SALE:

1. Base Purchase Price: \$ 174,900.00

2. Summary of Extras:

Truck Sold New with Full Manufacturer's Warranty
Truck to be hauled to customer location
City of Porterville
Attn: Russell Isom
555 N. Prospect St.
Porterville, CA 93257

3. Total Extras \$ 0.00

4. Total Cash Price (Line 1 plus Line 3) \$ 174,900.00

5. Net Amount of Trade-In: \$ 0.00

Trade in Description:

6. Cash Price less Net Trade-In (Line 4 minus Line 5): \$ 174,900.00

7. Sales Tax: (Taxable amount: Line 4 minus Line 5)

A. Florida State x 6.0% = \$

plus

B. County Surtax x \$

(Up to \$5000)

Total Sales Tax: \$ 0.00

Sales Tax Affidavit Obtained:

8. Federal Excise Tax: (Taxable amount: Line 4) x 12% = \$ 0.00

FET Type: FET Exempt

9. Title & Registration Fee: (GVW: 19,500) \$ 0.00

10. Delivery charge (check one):

FOB

FOB Location
Cedar Falls, IA

**Freight Included
in Price**

**Delivery
Charged to
Customer**

X

\$

3,500.00

11. Extended Warranty:

\$

0.00

12. Total Amount Due From Customer:

\$

178,400.00

TERMS AND CONDITIONS:

1. Customer's responsibilities. Customer agrees to pay Trucks & Parts all charges required by law to be collected, including without limitation all tag, title, license, tire, battery and lien fees, and all federal, state and local taxes. Although Trucks & Parts has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against Trucks & Parts. Customer shall be responsible to pay Trucks & Parts for all amounts due to pay off any liens on Customer's trade-in, as may be required by such lienholder, regardless of whether the lienholder has quoted the wrong amount to Trucks & Parts, the payoff amount has changed after the date of such quote, or whether Customer has failed to disclose to Trucks & Parts all lienholders on the vehicle. In the event Trucks & Parts incurs any additional costs after sale of the vehicle, such as sales tax, federal excise tax, license, tag, title and transfer fees, Customer shall promptly reimburse Trucks & Parts for such costs upon demand. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18% per annum).

2. Deposit. Should Trucks & Parts fail to accept this offer or be unable to deliver the vehicle as promised, Customer's sole remedy against Trucks & Parts shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, Trucks & Parts may elect to retain the deposit, and sue for any actual damages incurred by Trucks & Parts for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

3. Warranties. All used vehicles are sold "AS IS, WITHOUT WARRANTY", either express or implied. **TRUCKS & PARTS SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.** No other person is authorized to make any representations or warranties on behalf of Trucks & Parts, unless made or assumed in writing by Trucks & Parts.

4. Limitation of Liability. Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against Trucks & Parts for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless Trucks & Parts receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless Trucks & Parts receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless Trucks & Parts and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Trucks & Parts, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse Trucks & Parts for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. Trucks & Parts is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

6. Trade-in. The trade-in allowance set forth on page one of this agreement is based upon an estimate by Trucks & Parts of the trade-in described herein in its present mechanical condition and with the equipment and attachments as represented by Customer. Such trade-in shall be subject to reappraisal by Trucks & Parts at the time of delivery of the vehicle. Customer shall deliver the trade-in empty of trash, in the same condition as at the time of the original appraisal, and shall be liable to Trucks & Parts for any differences in the trade-in allowance due to changes in mechanical condition, equipment or attachments, and for costs of clean-up and disposal of trash or debris inside the vehicle.

7. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, cross-claims or third party claims shall be exclusively in Hillsborough County, Florida, and this agreement shall be construed under the laws of the State of Florida. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that Trucks & Parts is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

CUSTOMER:

Signature

Print Name

Title

Date

APPROVED:

TRUCKS & PARTS OF TAMPA

1015 S. 50th Street Tampa, FL 33619

(888) 488-8889 | (813) 247-6637 | (813) 247-4465 (Fax)

Signature

Print Name

Title

Date

TRUCKS & PARTS



TRUCK PURCHASE AGREEMENT

CUSTOMER INFORMATION:

Customer PO Number:

Stock #: TW1230557SL Customer T/M#: Salesman: Vince Frawley Date: 12/3/2024
Company: City of Porterville, CA Contact: Richard Tree
Address: 291 N. Main St. City, State & Zip: Porterville, CA 93257
Phone: (559) 782-7451 Cell Phone: 559-483-0904 Fax: (559) 782-8937 Email address: rtree@ci.porterville.ca.us

VEHICLE DESCRIPTION:

Year: 2024 Make: Isuzu Model: NRR VIN: JALE5W167R7306676
Odometer: 0 Body Type: Side Loader Body Make: Curbtender
Capacity: 8 yds Body Model: Tomcat Body Serial #: C21499
Projected Delivery Date: 01/24/2025

TERMS OF SALE:

1. Base Purchase Price: \$ 174,900.00

2. Summary of Extras:

Truck Sold New with Full Manufacturer's Warranty
Truck to be hauled to customer location
City of Porterville
Attn: Russell Isom
555 N. Prospect St.
Porterville, CA 93257

3. Total Extras \$ 0.00

4. Total Cash Price (Line 1 plus Line 3) \$ 174,900.00

5. Net Amount of Trade-In: \$ 0.00

Trade in Description:

6. Cash Price less Net Trade-In (Line 4 minus Line 5): \$ 174,900.00

7. Sales Tax: (Taxable amount: Line 4 minus Line 5)

A. Florida State x 6.0% = \$

plus

B. County Surtax x \$

(Up to \$5000)

Total Sales Tax: \$ 0.00

Sales Tax Affidavit Obtained:

8. Federal Excise Tax: (Taxable amount: Line 4) x 12% = \$ 0.00

FET Type: FET Exempt

9. Title & Registration Fee: (GVW: 19,500) \$ 0.00

10. Delivery charge (check one):

FOB

FOB Location

**Freight Included
in Price**

**Delivery
Charged to
Customer**

Cedar Falls, IA

X

\$

3,500.00

11. **Extended Warranty:**

\$

0.00

12. **Total Amount Due From Customer:**

\$

178,400.00

TERMS AND CONDITIONS:

1. Customer's responsibilities. Customer agrees to pay Trucks & Parts all charges required by law to be collected, including without limitation all tag, title, license, tire, battery and lien fees, and all federal, state and local taxes. Although Trucks & Parts has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against Trucks & Parts. Customer shall be responsible to pay Trucks & Parts for all amounts due to pay off any liens on Customer's trade-in, as may be required by such lienholder, regardless of whether the lienholder has quoted the wrong amount to Trucks & Parts, the payoff amount has changed after the date of such quote, or whether Customer has failed to disclose to Trucks & Parts all lienholders on the vehicle. In the event Trucks & Parts incurs any additional costs after sale of the vehicle, such as sales tax, federal excise tax, license, tag, title and transfer fees, Customer shall promptly reimburse Trucks & Parts for such costs upon demand. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18% per annum).

2. Deposit. Should Trucks & Parts fail to accept this offer or be unable to deliver the vehicle as promised, Customer's sole remedy against Trucks & Parts shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, Trucks & Parts may elect to retain the deposit, and sue for any actual damages incurred by Trucks & Parts for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

3. Warranties. All used vehicles are sold "**AS IS, WITHOUT WARRANTY**", either express or implied. **TRUCKS & PARTS SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.** No other person is authorized to make any representations or warranties on behalf of Trucks & Parts, unless made or assumed in writing by Trucks & Parts.

4. Limitation of Liability. Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against Trucks & Parts for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless Trucks & Parts receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless Trucks & Parts receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless Trucks & Parts and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Trucks & Parts, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse Trucks & Parts for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. Trucks & Parts is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

6. Trade-in. The trade-in allowance set forth on page one of this agreement is based upon an estimate by Trucks & Parts of the trade-in described herein in its present mechanical condition and with the equipment and attachments as represented by Customer. Such trade-in shall be subject to reappraisal by Trucks & Parts at the time of delivery of the vehicle. Customer shall deliver the trade-in empty of trash, in the same condition as at the time of the original appraisal, and shall be liable to Trucks & Parts for any differences in the trade-in allowance due to changes in mechanical condition, equipment or attachments, and for costs of clean-up and disposal of trash or debris inside the vehicle.

7. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, cross-claims or third party claims shall be exclusively in Hillsborough County, Florida, and this agreement shall be construed under the laws of the State of Florida. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that Trucks & Parts is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

CUSTOMER:

Signature

Print Name

Title

Date

APPROVED:

TRUCKS & PARTS OF TAMPA

1015 S. 50th Street Tampa, FL 33619

(888) 488-8889 | (813) 247-6637 | (813) 247-4465 (Fax)

Signature

Print Name

Title

Date



1015 South 50th Street, Tampa, FL 33619
USA TOLL FREE 1-888-488-8889
Local Phone (813) 247-6637 • FAX (813) 247-4465
www.trucksandparts.com Dealer License # VI11296531

INVOICE

Date: 12/03/2024 Customer
PO Number: Invoice
Bid Number 24/25-SR1985

SOLD TO/SHIP TO:

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

REMIT TO:

Trucks & Parts of Tampa, LLC
1015 S. 50th Street
Tampa, FL 33619

TW1230557SL

2024 Isuzu NRR VIN: JALE5W167R7306676

Curbtender Tomcat Capacity: 8 Side Loader

Body S/N: C21499

Truck sold new with manufacturer's warranty

TW1230556SL

2024 Isuzu NRR VIN: JALE5W167R7306385

Curbtender Tomcat Capacity: 8 Side Loader Body

S/N: 21498

Truck sold new with manufacturer's warranty

Total Truck Price

\$349,800.00

Delivery Charge

\$7,000.00

TOTAL DUE: \$356,800.00



Curbtender Tomcat – 8yd MSL

Hot shift PTO & pump

Manual hopper cover (expanded metal)

Curbside mounted Perkins D6071 tipper

LED hopper work lights

LED Smart lights

LED rear strobe

Backup camera

Hydraulic tank clean out and inspection port

Broom & shovel holders

Mud flaps

Trucks And Parts 2024 NRR



Current report content is based on data as of 2023-01-09 11:39:56. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

Trucks And Parts 2024 NRR (2024 NRR Cab Chassis, 3U2 132.5"WB, 110"CA, 19,500 GVWR. White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning

Selected Model and Options

	Code	Description	MSRP
Model			
	3U2	NRR Cab Chassis 132.5"WB, 110"CA	
	54	White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning	\$0.00
Tires			
	I5H	LRR (low rolling resistance)	Inc.
Engine			
	I1B	4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft.-lb. gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system, engine cruise control function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level.	Inc.
Transmission			
	I1W	Aisin A465id 6-speed automatic transmission, Ratios: 3.742, 2.003, 1.343,	Inc.
Wheelbase			
	IA9	132.5 inches, includes ladder type channel frame. Full C section straight frame 33.5 inches wide. Yield strength 44,000 psi; section modulus 7.20 in3 RBM 316,800 lb./ft./in. per rail. 110"CA	Inc.
Air Cleaner			
	KNX	Dry Paper single element. (Donaldson brand) Air cleaner canister standard with air restriction indicator in the driver's Multi-Information Display (MID).	Inc.
Alternator			
	I2C	140 AMP. with integral regulator.	Inc.
Battery			
	IX1	Dual 12-Volt maintenance free group 31 750 CCA batteries with threaded posts	Inc.
Exhaust			
	IX7	Single horizontal with DPF/SCR exhaust system	Inc.
Front Axle			
	I26	"I"-beam rated at 7,275 lbs. Includes integral hydraulic power steering. Ratio 18.8-20.9:1.	Inc.
Front Suspension			
	ID8	8440 lbs. Capacity semi elliptical tapered leaf spring. Includes shock absorbers and stabilizer bar	Inc.
Front Wheels			
	IB9	19.5" x 6", 6-hole disc, painted white	Inc.
Front Tires			
	XTN/R3M	225/70R19.5F (12 ply) tubeless Radial, all season	Inc.
Rear Suspension			
	ID9	14,550 lbs. capacity. Semi-elliptical main and auxiliary multi-leaf springs. Includes shock	Inc.

Current report content is based on data as of 2023-01-09 11:39:56. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



Trucks And Parts 2024 NRR (2024 NRR Cab Chassis, 3U2 132.5"WB, 110"CA, 19,500 GVWR. White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning

Selected Model and Options

	Code	Description	MSRP
absorbers.			
Rear Axle			
	ID3	Single-speed, 14,550 lb. capacity with oil lubricated rear wheel bearings.	Inc.
Ratio			
	011	5.571:1	Inc.
Rear Wheels			
	IC1	19.5" x 6", 6-hole disc, painted white	Inc.
Rear Tires			
	YTN/S3M	225/70R19.5F (12 ply) tubeless Radial, all season tread.	Inc.
Fuel Tank			
	I4I	30 Gallon Stainless Steel In-Rail Fuel Tank	Inc.
Seat			
	AQB	Driver seat is reclining high back. Two single occupant fold down seats with tray backs.	Inc.
Brakes			
	K40	Butterfly valve type exhaust brake	Inc.
	IE1	Vacuum + Power Assist; hydraulic 4-wheel disc brakes with 4-channel ABS. Mechanical, transmission mounted parking brake. Non-asbestos semi metallic linings are standard.	Inc.
Air Conditioning			
	C60	Air conditioner	Inc.
Power Windows & Door Locks			
	IL0	Yes	Inc.
Floor Mats			
	IQ6	Standard Floor Mats	Inc.
Model Option			
	54	White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning	Inc.
Additional Options			
	IF6	Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab	
	I4H	CAN interface converter	
	IH2	Engine emergency shutdown system HWT, LWL, LOP	
	IL9	PTO enable switch and engine idle up switch recommended for PTO and idle applications only	
	I0W	Heated dual remote control mirrors (17" head)	
	I6T	Suspension driver's seat	
	I79	Block heater and oil pan heater with receptacle	
Assistance System			
	I5I	Electronic Vehicle Stability Control (EVSC) include ASR (Anti-Slip Regulation)	Inc.
Accessories			

Current report content is based on data as of 2023-01-09 11:39:56. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



Curbtender Tomcat Warranty Information

Standard:

- 12 months for complete body (non-wear items)
- 12 months for cylinders

Extended Options:

- | | |
|---|------------|
| • Extended Warranty, Body, 12 months: | \$1,300.00 |
| • Extended Warranty, Body, 24 months: | \$2,600.00 |
| • Extended Warranty, Cylinder, 12 months: | \$1,300.00 |
| • Extended Warranty, Cylinder, 24 months: | \$2,600.00 |

N-SERIES DIESEL EXTENDED WARRANTY



THE BEST WAY TO PROTECT YOUR INVESTMENT

The Isuzu N-Series Diesel Extended Warranty covers defects in materials and workmanship for the following components for a period of 60 months or 200,000 miles, whichever comes first.



ENGINE

All internally-lubricated parts including, but not limited to, cylinder block, head, oil pan, oil cooler, thermostat housing, flywheel, intake manifolds, and the following internal parts: timing gears, front and main seals, oil pump, pistons with rings, liners, crankshaft and bearings, connecting rods and bearings, head bolts, cylinder head gasket, intake and exhaust valves, rocker arm assembly, camshaft and bearings



ALTERNATOR



STARTER

Starter, starter drive assembly, starter motor assembly



WATER PUMP



REAR DRIVE AXLE



FRONT I-BEAM AXLE



CROSSMEMBERS



TRANSMISSION

Transmission case and all internal parts



DRIVE AXLE

Differential, axle shafts, all seals and all bearings



FUEL INJECTORS

Fuel injectors, fuel pressure limiter, fuel injection pump, fuel rail pressure sensor, fuel temperature sensor, common fuel rail, high pressure lines



TURBOCHARGER

Turbocharger assembly (includes turbocharger waste-gate actuator and turbocharger vane position sensor), turbocharger vacuum switching valve, turbocharger control module

N-SERIES DIESEL EXTENDED WARRANTY



COVERED COMPONENTS CONTINUED...

- DIESEL PARTICULATE FILTER (DPF) FUEL INJECTOR
- DIESEL PARTICULATE FILTER (DPF) FUEL PRESSURE SENSOR
- EXHAUST TEMPERATURE SENSOR (POSITION 1)
- EXHAUST TEMPERATURE SENSOR (POSITION 2)
- FRONT EXHAUST PIPE
- DIESEL PARTICULATE FILTER
- DIESEL OXIDATION CATALYST (DOC)
- EXHAUST PRESSURE DIFFERENTIAL SENSOR
- DIESEL EXHAUST FLUID (DEF) LINE (TANK TO PUMP)
- DIESEL EXHAUST FLUID (DEF) LINE (PUMP TO INJECTOR)
- DIESEL EXHAUST FLUID (DEF) HEATER VALVE
- DIESEL EXHAUST FLUID (DEF) CONTROL MODULE
- DIESEL EXHAUST FLUID (DEF) SUPPLY PUMP
- DIESEL EXHAUST FLUID (DEF) INJECTOR
- DIESEL EXHAUST FLUID (DEF) SENSOR
- SCR CATALYST
- SCR EXHAUST TEMPERATURE SENSOR
- NOX SENSOR #1
- NOX SENSOR #2
- EMISSIONS SYSTEM WIRING
- EGR VALVE
- EGR COOLER
- PM SENSOR (PARTICULATE MATTER SENSOR)

ADDITIONAL INFORMATION

What is not covered by this limited warranty:

- Damage or failures due to accidents, misuse or alterations
- Damage due to lack of proper maintenance or use of improper fuel, oil or lubricants
- Vehicle maintenance expenses
- Damages and economic losses

Isuzu and your authorized Isuzu dealer are committed to ensuring your satisfaction with your commercial truck and invites you to return for all your service needs, both during and after the standard and extended warranty periods.

We recommend that you return to the dealership that sold you your vehicle because of their knowledge of your truck and their continued and personal interest in you. If you move, are traveling, or did not obtain your truck from an authorized Isuzu dealership, any authorized Isuzu dealer can provide standard and extended warranty service for you.



The warranty coverages are determined by the mileage of the vehicle and the number of months from the delivery date, whichever occurs first. See your authorized Isuzu dealer for warranty details. © 2023 Isuzu Commercial Truck of America, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/15/2024

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 Brown & Brown Insurance Services, Inc. 140 Fountain Parkway N Suite 600 St. Petersburg FL 33716	CONTACT NAME: Patricia Oliver PHONE (A/C, No, Ext): (813) 349-2243 FAX (A/C, No): (813) 226-1313 E-MAIL ADDRESS: Patricia.Oliver@bbbrown.com																					
INSURED Industrial Truck & Equipment, LLC See Page 2 for all Named Insureds 1015 S 50th St Tampa FL 33619	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>The Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER B:</td><td>The Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER C:</td><td>Travelers Casualty and Surety Company of America</td><td>31194</td></tr><tr><td>INSURER D:</td><td>Travelers Casualty and Surety Company</td><td>19038</td></tr><tr><td>INSURER E:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Charter Oak Fire Insurance Company	25615	INSURER B:	The Phoenix Insurance Company	25623	INSURER C:	Travelers Casualty and Surety Company of America	31194	INSURER D:	Travelers Casualty and Surety Company	19038	INSURER E:	ACE American Insurance Company	22667	INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	The Charter Oak Fire Insurance Company	25615																				
INSURER B:	The Phoenix Insurance Company	25623																				
INSURER C:	Travelers Casualty and Surety Company of America	31194																				
INSURER D:	Travelers Casualty and Surety Company	19038																				
INSURER E:	ACE American Insurance Company	22667																				
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 2024 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			Y-630-8S732897-COF-24	01/01/2024	01/01/2025	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 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			810-8S766538-24-14-G	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ NY PIP \$50k/FL PIP \$ 10,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-8S766692-24-14	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	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	N/A	UB-1T600606-24-14-G	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Garagekeepers Legal Liability			Y-630-8S732897-COF-24	01/01/2024	01/01/2025	See Page 2 For Details

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Workers' Compensation Policy Information is not applicable to the States of Washington and Ohio.

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE

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

Dennis Davis

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED Industrial Truck & Equipment, LLC	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

E) Cyber Liability | F17772685 001 | 04/23/2024 - 04/23/2025
 Per claim limit - \$1,000,000
 Per Aggregate - \$1,000,000

GarageKeepers Coverage Legal Liability Limits

Loc 1: 2201 NW 22nd St, Unit B, Pompano Beach, FL 33069 Limit \$2,000,000
 Loc 2: 5701 N 50th St, Tampa, FL 33610 Limit \$3,000,00
 Loc 3: 1799 Horseshoe Pike, Glenmoore, PA 19344 Limit \$750,000
 Loc 4: 8700 E FM 917, Alvarado, TX 76009 Limit \$500,000
 Loc 5: 9 Pioneer Dr, North Oxford, MA 01537 Limit \$1,500,000
 Loc 6: 269 Alvanar Rd Rochester, NY 14606 Limit \$1,000,000
 Loc 7: 1015 S 50th St Tampa, FL 33619 Limit \$1,500,000
 Loc 8: 11023 N 22nd Ave, Phoenix AZ 85029 Limit \$1,000,000
 Loc 9: 2395 NW Eleven Mile Ave, Gresham, OR 97030 Limit \$2,000,000
 Loc 10 10503 Lakeview Ave SW, Lakewood, WA 98499 Limit \$750,000

Autos held for Sale Limits

Loc 1: 2201 NW 22nd St, Unit B, Pompano Beach, FL 33069 Limit \$600,000
 Loc 2: 5701 N 50th St, Tampa, FL 33610 Limit \$1,000,000
 Loc 3: 11023 N 22nd Ave, Phoenix AZ 85029 Limit \$500,000
 Loc 4: 1015 S 50th St, Tampa FL 33619 Limit \$6,000,000
 Loc 5: 9 Pioneer Dr, North Oxford, MA 01537 Limit \$600,000
 Loc 6: 269 Alvanar Rd Rochester, NY 14606 Limit \$600,000
 Loc 7: 8700 E FM 917, Alvarado, TX 76009 Limit \$1,000,000
 Loc 8: 1799 Horseshoe Pike, Glenmoore, PA 19344 Limit \$3,000,000

Full list of NAMED INSURED:

Industrial Truck & Equipment LLC
 Tampa Crane & Body Acquisition LLC
 Environmental Equipment Sales & Services LLC
 Environmental Equipment Sales & Services of New York LLC
 Environmental Equipment Sales & Service Holdings, LLC
 Sunbelt Waste Equipment, LLC
 Trucks & Parts of Pennsylvania LLC
 Trucks & Parts of Texas LLC
 Trucks & Parts of Tampa LLC
 Balar Holding Corp. dba Balar Equipment
 Sunbelt Hydraulics and Equipment, Inc.
 Vocational Trucks & Equipment, LLC
 D&G Trucks Holdings, Inc
 Hawkeye Waste Realty I, LLC
 Enviro-Clean Equipment, LLC
 EESS LLC

Enviro-Clean Equipment, LLC Locations

-2395 NW Eleven Mile Ave, Gresham, OR 97030
 -2406 NW Eleven Mile Ave, Gresham, OR 97030
 -2371 NW Eleven Mile Ave, Gresham, OR 97030
 -10503 Lakeview Ave SW, Lakewood, WA 98499

Exhibit A – Required Forms

Form A

ADDENDUM RECEIPT

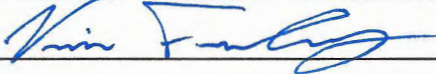
The Proposer acknowledges it has received and read the following Addenda:

Addendum # _____	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____

Company: TRUCKS + PARTS OF TANIA LLC

Name: VINCE FRAWLEY

Title: DIRECTOR OF BUSINESS DEVELOPMENT

Signature: 

Date: 12/12/2024

Form B

DEBARMENT AND SUSPENSION CERTIFICATION

This certification does not apply to contracts and subcontracts under \$25,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

Check one box below (and provide explanation if necessary):

☒ The Proposer certifies that the Proposer and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency;
2. Have not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

- OR -

☐ The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: TRUCKS + PARTS OF TAMPA LLC

Name: VINCE FRAWLEY

Title: DIRECTOR OF BUSINESS DEVELOPMENT

Signature: Vince Frawley

Date: 12/12/2024

Form C

BUY AMERICA CERTIFICATION

This certification applies to contracts over \$500,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

If this Offer is valued in excess of \$500,000 and involves the procurement of steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5), the Proposer hereby certifies that it:

☐ Will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 CFR part 661;

OR

☐ Cannot comply the requirements of 49 U.S.C. § 5323(j) (and 49 CFR part 661) but may qualify for an exception to the requirements pursuant to 49 U.S.C. § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

If this Offer is valued in excess of \$500,000 and involves the procurement of buses or other rolling stock (including associated equipment), the Proposer hereby certifies that it:

☒ Will comply with the requirements of 49 U.S.C. § 5323(j) and the applicable regulations of 49 CFR § 661.11;

OR

☐ Cannot comply with the requirements of 49 § U.S.C. 5323(j) (and 49 CFR § 661.11), but may qualify for an exception to the requirements consistent with 49 U.S.C. § 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR § 661.7.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: TRUCKS + PARTS of TAMPA LLC

Name: VINCE FRAWLEY

Title: DIRECTOR of BUSINESS DEVELOPMENT

Signature: Vince Frawley

Date: 12/12/2024

Form D

NON-COLLUSION AFFIDAVIT FOR PROPOSER

STATE OF CALIFORNIA

COUNTY OF TULARE

VINCE FRAWLEY declares and says:

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

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: TRUCKS + PARTS OF TAMPA LLC

Name: VINCE FRAWLEY

Title: DIRECTOR OF BUSINESS DEVELOPMENT

Signature: Vince Frawley

Date: 12/12/2024

Form E

CERTIFICATION OF RESTRICTIONS ON LOBBYING

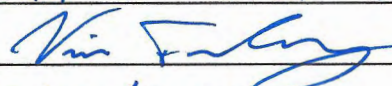
This certification does not apply to contracts and subcontracts under \$100,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

The Proposer certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: TRUCKS & PARTS OF TAMPA LLC
Name: VINCE FRAWLEY
Title: DIRECTOR OF BUSINESS DEVELOPMENT
Signature: 
Date: 12/12/2024

Form F

TAX LIABILITY CERTIFICATION

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: TRUCKS & PARTS of TAMPA LLC

Name: VINCE FRAWLEY

Title: DIRECTOR of BUSINESS

Signature: Vince Frawley

Date: 12/12/2024

Form G

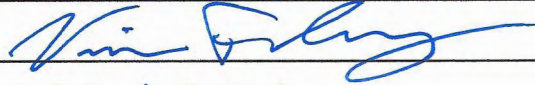
ACKNOWLEDGEMENT OF “BEST VALUE” SELECTION PROCESS

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

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

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

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

Company: TRUCKS + PARTS OF TAMPA LLC
Name: VINCE FRAWLEY
Title: DIRECTOR OF BUSINESS DEVELOPMENT
Signature: 
Date: 12/12/2024



CHEVROLET
The Family Business That Treats You Like Family

Cover Letter from Velocity Triple Automotive, Inc DBA American Chevrolet, further referred to as "American Chevrolet"

CITY OF PORTERVILLE
REQUEST FOR PROPOSAL RFP No. 24/25-SR1985 (REBID)
TWO (2) MINI AUTO SIDE LOAD REFUSE TRUCKS

This bid has been prepared by Jonathon Quevedo, Fleet Manager and authorized representative for American Chevrolet to submit bids

American Chevrolet, a new, pre owned and commercial auto dealership, has been located and serving the City of Modesto, Stanislaus County and surrounding areas for over 30 years. Our commercial department has proudly been assisting small to large companies / fleets as well as municipalities locally and more recently has made an effort to become more involved in exploring greater opportunities outside of customer just in our "backyard". We thank and appreciate the City of Porterville for the opportunity to submit a bid on this project. This will be the first instances of selling a mini side loader specifically but American Chevrolet has been selling up fitted chassis on light, medium and heavy duty trucks for more than 20 years

If American Chevrolet wins this bid we will work with our commercial representative to prioritize an order for two chassis in accordance with the bid and we have connected with two different locations that are authorized sellers and installers of refuse trucks. Ordering or securing a chassis is estimated at about 6 months and up fitter has estimated around 180 days to order and complet installation of side loader after accepting the chassis.

BID price is for a 2025 LCF Gas chassis and 8yd Tomcat manual side load body

\$208,749.25 (each unit) x 2 = \$417,498.50

Some of our previous customers / clients include:

City of Modesto
1010th street Modesto, Ca 95356
Lawrence "Larry" P. Devereaux Jr.
Fleet Manager
Public Works Administration
City of Modesto
209.342.2214
ldevereaux@modestogov.com

Modesto Irrigation District
929 Woodland Ave Modesto, Ca 95352
Jeff Fulan
Jeff.Fulan@mid.org
209-552-1427

City of Lathrop
390 Towne Centre Dr Lathrop, Ca 95330
Todd Sebastian
tsebastian@ci.lathrop.ca.us
209-941-7384

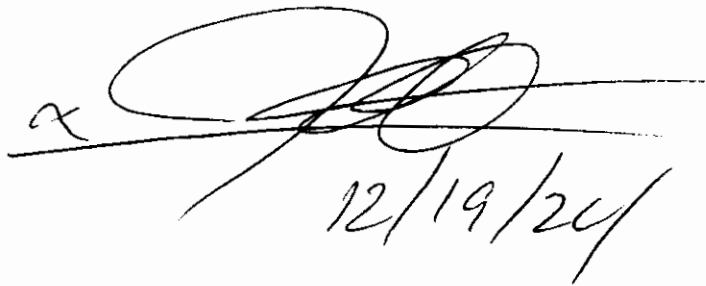
Cheers,

Jonathon Quevedo
Commercial & Fleet Manager

American Chevrolet
4742 McHenry Ave
Modesto, CA 95356

Cell 209.918.0678
Off 209.575.1606 Ext. 256
Fax 209.575.3363

<https://www.americanchevrolet.com/>



12/19/24



Date/Time: Dec 19, 2024 01:28 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: Truck ORDER

Color: White

Purchase	0 Months @ 0%
\$ Down	Est. \$/Monthly
\$0	\$208,749

MSRP/Retail	\$75,750.00
Selling Price	\$70,750.00
Total Savings + Rebate	\$5,000.00
DMV	\$43.50
Doc Fee	\$85.00
Tomcat Side Loader	\$120,200.00
Total Taxes	\$17,670.75
Amount Financed	\$208,749.25

X

Customer Signature

X

Manager Signature

Date

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.

Customer
American Chevrolet
4742 McHenry Ave
Modesto, CA 95356

Description	Quantity	Amount
2025 Curbtender 8yd Tomcat Manual Side load body Complete mount on 2025Chevy LCF Chassis Chealsea PTO and Pump combo Single Tipper prep package Dual Tap-in Kit Dual Spool for two fuction Tipper All LED Lighting LED Working lights (2) LED strobe lights Upper Light Bar and Center mounted beacon Broom and shovel holder Curbtender Back up camera system w/ 5" monitor Painted Performance White Remote grease lines for packer cylinder Single Grabber Style Tipper Mounted Curbside Required chassis specs 19500 GVWR, CA 108", PTO provision with remote throtle option *Must Provide Paint code with purchase order* Current lead time- 150 days after receipt of chassis Warranty: Standard Curbtender Warranty, 1yr Body Warranty, 1yr hydraulic warranty, and 1yr cylinder warranty Paint: Body acrylic Utethane Enamel Color: Performance White	1	\$

Terms and Conditions

1. Does not include takes or fees unless otherwise noted
2. Valid for 30 days unless otherwise noted
3. Please return after signing or submit Purchase Order to comfirm
Customer acceptance (Sign Below)

Subtotal	
Sales Tax	
Freight	.
DMV	
Total	

x _____ Date: _____

Print name here:

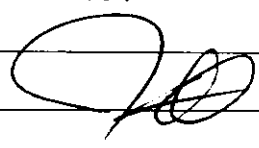
Exhibit A – Required Forms

Form A

ADDENDUM RECEIPT

The Proposer acknowledges it has received and read the following Addenda:

Addendum #	<u>N/A</u>	Signature	<u></u>
Addendum #	<u></u>	Signature	<u></u>
Addendum #	<u></u>	Signature	<u></u>
Addendum #	<u></u>	Signature	<u></u>
Addendum #	<u></u>	Signature	<u></u>

Company: American Chevrolet
Name: Jonathan Queredo
Title: Fleet Manager
Signature: 
Date: 12/19/24

Form B

DEBARMENT AND SUSPENSION CERTIFICATION

This certification does not apply to contracts and subcontracts under \$25,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

Check one box below (and provide explanation if necessary):

☒ The Proposer certifies that the Proposer and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency;
2. Have not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

- OR -

☐ The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: American Chevrolet

Name: Jonathan Guerrero

Title: Fleet

Signature: [Signature]

Date: 12/19/24

Form C

BUY AMERICA CERTIFICATION

This certification applies to contracts over \$500,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

If this Offer is valued in excess of \$500,000 and involves the procurement of steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5), the Proposer hereby certifies that it:

☒ Will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 CFR part 661;

OR

☐ Cannot comply the requirements of 49 U.S.C. § 5323(j) (and 49 CFR part 661) but may qualify for an exception to the requirements pursuant to 49 U.S.C. § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

If this Offer is valued in excess of \$500,000 and involves the procurement of buses or other rolling stock (including associated equipment), the Proposer hereby certifies that it:

☒ Will comply with the requirements of 49 U.S.C. § 5323(j) and the applicable regulations of 49 CFR § 661.11;

OR

☐ Cannot comply with the requirements of 49 § U.S.C. 5323(j) (and 49 CFR § 661.11), but may qualify for an exception to the requirements consistent with 49 U.S.C. § 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR § 661.7.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: American Chevrolet
Name: Jonathan Guevedo
Title: Fleet Manager
Signature: [Signature]
Date: 12/19/24

Form D

NON-COLLUSION AFFIDAVIT FOR PROPOSER

STATE OF CALIFORNIA

COUNTY OF Stanislaus

Velocity Triple Automotive DBA American Chevrolet declares and says:

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

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: American Chevrolet

Name: Jonathan Quevedo

Title: Fleet Manager

Signature: [Signature]

Date: 12/19/24

Form E

CERTIFICATION OF RESTRICTIONS ON LOBBYING

This certification does not apply to contracts and subcontracts under \$100,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

The Proposer certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: American Chevrolet
Name: Jonathon Quevedo
Title: Fleet Manager
Signature: [Signature]
Date: 12/15/24

Form F

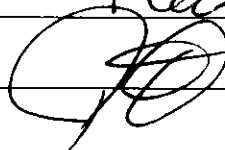
TAX LIABILITY CERTIFICATION

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: American Chevrolet
Name: Jonathon Duevedo
Title: Fleet Manager
Signature: 
Date: 12/19/24

Form G

ACKNOWLEDGEMENT OF "BEST VALUE" SELECTION PROCESS

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

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

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

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

Company: American Chevrolet
Name: Sonatho Quevedo
Title: Fleet Manager
Signature: [Signature]
Date: 12/19/24



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: City Easement Conveyance to Southern California Edison

SOURCE: Engineering and Project Management

COMMENT: Southern California Edison (SCE) is requesting an easement from the City for the purpose of installing and maintaining a battery energy storage system (BESS), microgrid controllers, and related facilities at the eastern end of the property located at approximately 1322 W. Grand Avenue, directly across the street from the City's corporation yard/wastewater treatment facility. This work is to establish a Smart Cities pilot program for electrical systems and is required and necessary to gauge the viability of future systems for SCE's power grid.

RECOMMENDATION: That the City Council:

1. Approve the draft Resolution Authorizing a Grant Deed of Easement to Southern California Edison;
2. Accept Southern California Edison's request to have the City convey an easement for the installation and maintenance of a battery energy storage system (BESS), microgrid controllers, and related facilities;
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 for recordation.

ATTACHMENTS:

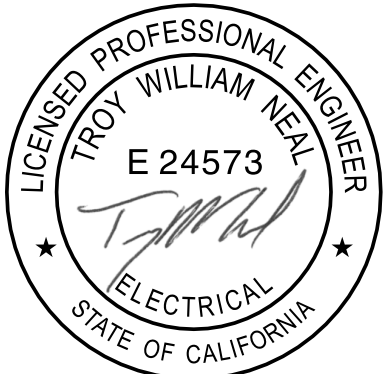
1. Locator Map
2. Site Plan
3. Draft Resolution
4. Grant of Easement Document

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim City Manager



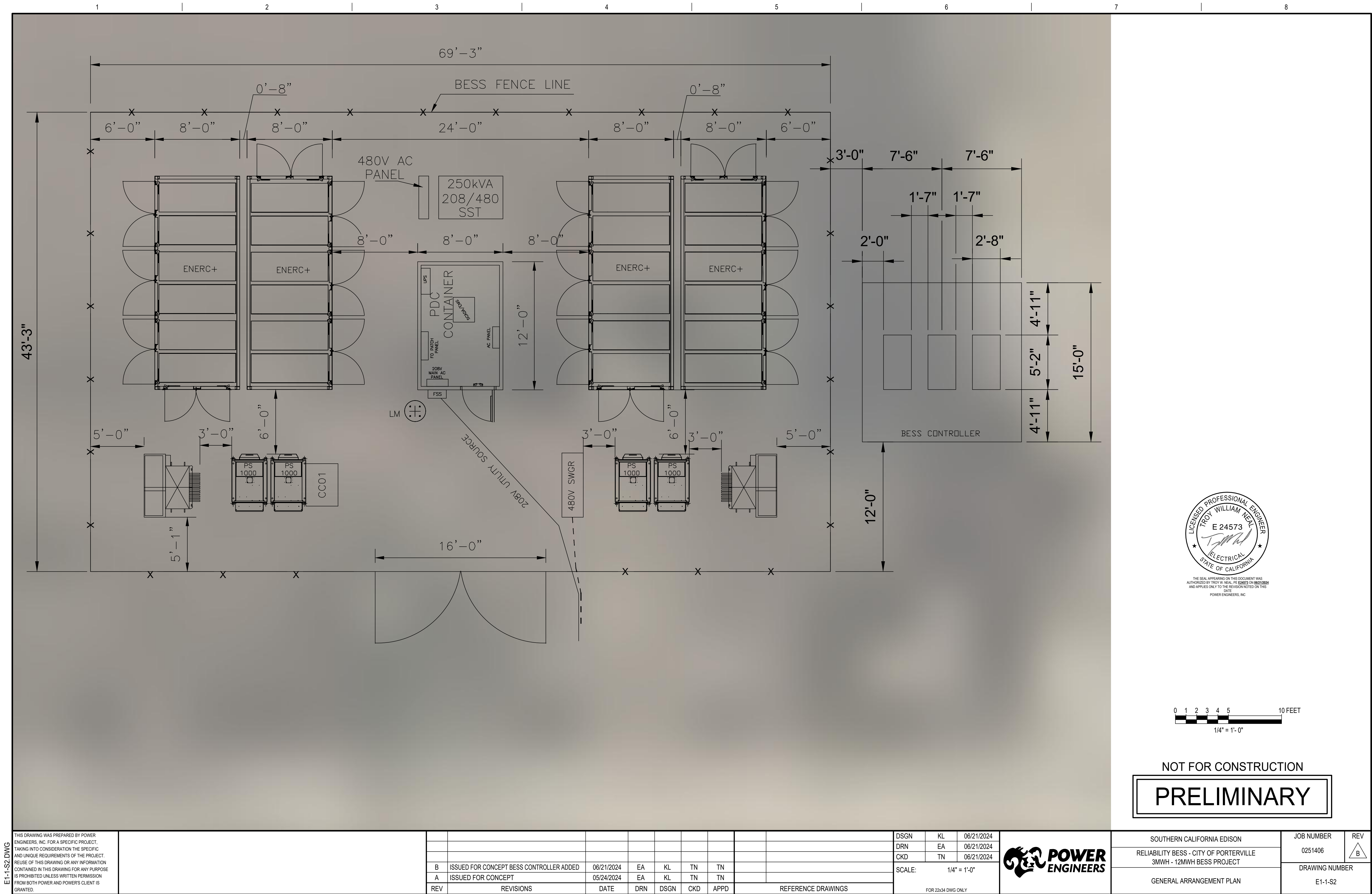
THE SEAL APPEARING ON THIS DOCUMENT WAS
AUTHORIZED BY TROY W. NEAL, PE E24573 ON 06/21/2024
AND APPLIES ONLY TO THE REVISION NOTED ON THIS
DATE
POWER ENGINEERS, INC

PRELIMINARY

B	ISSUED FOR CONCEPT BESS CONTROLLER ADDED	06/21/2024	EA	KL	TN	TN		
A	ISSUED FOR CONCEPT	05/24/2024	EA	KL	TN	TN		
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS	



SOUTHERN CALIFORNIA EDISON	JOB NUMBER	REV
RELIABILITY BESS - CITY OF PORTERVILLE 3MWH - 12MWH BESS PROJECT	0251406	
GENERAL ARRANGEMENT PLAN	DRAWING NUMBER	
	E1-1-S1	



RESOLUTION NO. _____ - 2025

**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, a California corporation, its successors and assigns, an exclusive easement ("Energy Storage Easement") to construct, install, use, maintain, alter, add to, repair, replace, inspect and/or remove at any time and from time to time during the Term hereof (as defined below) energy storage batteries, inverters, racks, modules, fixtures, buildings, enclosures, fences, foundations and other facilities, structures and appurtenances which Southern California Edison Company, its successors and assigns, may find necessary or convenient for the construction, maintenance and operation of an energy storage facility in, under, on, over, along and across those portions of that certain real property in the County of Tulare, State of California, described as follows:

THE EASTERLY 201.00 FEET OF THE ADJUSTED REMAINDER OF LOT LINE ADJUSTMENT 16-2007, RECORDED OCTOBER 23, 2007 AS INSTRUMENT NO. 2007-0091895, OF OFFICIAL RECORDS, BEING A PORTION OF THE REMAINDER OF PARCEL MAP NO. 3874, AS PER MAP FILED IN BOOK 39, PAGE 77 OF PARCEL MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF TULARE COUNTY, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THE NORTHERLY 100.00 FEET THEREOF.

CONTAINING AN AREA OF 25594 SQUARE FEET (0.5876 ACRES), MORE OR LESS.

PASSED, ADOPTED AND APPROVED this 21st day of January, 2025.

Greg Meister, Mayor

ATTEST:

Jason Ridenour, Interim City Clerk

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

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON
COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON
COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Location: City of Porterville
A.P.N.: 251-350-028
RP File No. ACQ204002895
SCE Doc No.

DOCUMENTARY TRANSFER TAX \$ _____	Serial No. Service Order No. 802111452
_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED	Approved Vegetation & Land Management BY LAW/MR DATE 11/22/24
_____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE	
_____ SO. CALIF. EDISON CO.	
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX _____ FIRM NAME _____	

GRANT OF EASEMENTS

(Battery Storage Facility – APN: 251-350-028)

FOR VALUABLE CONSIDERATION, CITY OF PORTERVILLE, a municipal corporation, hereinafter called "Grantor," does hereby grant to SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, its successors and assigns, hereinafter called "Grantee," an exclusive easement ("Energy Storage Easement") to construct, install, use, maintain, alter, add to, repair, replace, inspect and/or remove at any time and from time to time during the Term hereof (as defined below) energy storage batteries, inverters, racks, modules, fixtures, buildings, enclosures, fences, foundations and other facilities, structures and appurtenances which said Grantee, its successors and assigns, may find necessary or convenient for the construction, maintenance and operation of an energy storage facility in, under, on, over, along and across those portions of Grantor's land located in the County of Tulare, State of California, and more particularly described as follows:

See Legal Description attached hereto as Exhibit "A" and Depiction attached hereto as Exhibit "B", both incorporated herein by this reference

(the "Energy Storage Easement Area").

As an element of the Energy Storage Easement, Grantee shall have the supplemental, exclusive right to enter in, on, over, across and along all portions of the Energy Storage Easement Area for the following purposes and activities:

- to construct, operate, maintain, alter, add to, repair, replace, inspect and/or remove at any time and from time to time, electrical 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 (e.g., through fiber optic cable) (collectively, the "Interconnection Rights"); and
- to construct, operate, repair, maintain and replace such facilities, structures and improvements as are deemed necessary and/or convenient by Grantee to collect, channelize, retain and convey storm water flows and discharges originating from the Energy Storage Easement Area or otherwise entering onto the Energy Storage Easement Area from lands located outside of the Energy Storage Easement Area (collectively, the "Water Retention Rights").

Grant of Easements
City of Porterville, a municipal corp., to
S.C.E.Co., a corp.
RP File No.: ACQ204002895

Grantor also hereby grants to Grantee, its successors and assigns, a non-exclusive easement ("Access Easement") to use (i) existing roads on lands of Grantor as shall be necessary or convenient to Grantee's access to and use of the Energy Storage Easement Area and (ii) all necessary and convenient means of (A) ingress from the public right of way to all portions of the Energy Storage Easement Area and (B) egress to the public highway from all portions of the Energy Storage Easement Area. Said roads and such areas of ingress and egress described above are hereafter collectively referred to as the "Access Easement Area."

The Energy Storage Easement (including its associated and supplemental Interconnection Rights and Water Retention Rights) and the Access Easement are sometimes hereafter collectively referred to as the "Easements;" the Energy Storage Easement Area and the Access Easement Area are sometimes hereafter collectively referred to as the "Easement Areas."

Grantee, its successors and assigns shall have the right to clear and to keep clear the Easement Areas free from explosives, buildings, equipment, brush, combustible material and any and all other structures and obstructions of any kind, and the right to trim or remove any tree or shrub which, in the opinion of Grantee, may (i) endanger any equipment, facilities, structures and/or appurtenances installed, operated and maintained by Grantee in, on, over, under, across and through the Easement Areas, (ii) impair or hinder Grantee's ability to obtain ingress to/egress from the Easement Areas (or any part thereof) or (iii) interfere with Grantee's exercise of the rights herein granted.

Grantor shall cooperate with Grantee in obtaining any necessary permits, approvals and authorizations from any governmental agencies or other third parties having jurisdiction over and/or rights with respect to the Easements, the Easement Areas and Grantee's exercise of the rights established pursuant to this Grant of Easements.

Grantee shall construct, operate and maintain all Grantee property installed or otherwise placed on the Easement Areas in accordance with all applicable laws, rules and regulatory requirements.

Grantee shall have the quiet use and enjoyment of the Easements Areas in accordance with the terms of this Grant of Easements without any suit or interference of any kind by Grantor or any other person or entity, and Grantor shall protect and defend the right, title and interest of Grantee hereunder from any other rights, interests, title and claims.

This Grant of Easements runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

To the extent that Grantee, in the exercise of its discretion, determines that this Grant of Easements is no longer needed, then upon written request, Grantee shall execute a quitclaim deed on a mutually acceptable form at no cost to Grantor.

Grantor will grant an easement for said system as constructed and located in substantial conformance with the legal description and diagram. Upon completion of the installation of the facilities described herein, upon request, Grantee shall execute an amendment to this Easement to further specify and delineate the specific location on Grantor's property where the facilities have been installed.

Any notices to be given under this Grant of Easements shall be in writing and shall be delivered by certified United States mail or overnight delivery service to the following addresses (until notice of a different address is provided):

Grantor:

CITY OF PORTERVILLE

Attn: _____

Grant of Easements
City of Porterville, a municipal corp., to
S.C.E.Co., a corp.
RP File No.: ACQ204002895

Grantee:

Southern California Edison Company
2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768
Attn: TITLE & REAL ESTATE SERVICES

This Grant of Easements shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

This Grant of Easements may be executed in a number of identical counterparts which, when taken together, shall collectively constitute one instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

Grant of Easements
City of Porterville, a municipal corp., to
S.C.E.Co., a corp.
RP File No.: ACQ204002895

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant of Easements to be executed on the dates written below.

“Grantor”

CITY OF PORTERVILLE,
a municipal corporation

Date: _____

By_____

Name_____

Title_____

Date: _____

By_____

Name_____

Title_____

“Grantee”

SOUTHERN CALIFORNIA EDISON COMPANY,
a California corporation

Date: _____

By_____

Name_____

Title_____

Date: _____

By_____

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)

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)

EXHIBIT "A"

THE EASTERLY 201.00 FEET OF THE ADJUSTED REMAINDER OF LOT LINE ADJUSTMENT 16-2007, RECORDED OCTOBER 23, 2007 AS INSTRUMENT NO. 2007-0091895, OF OFFICIAL RECORDS, BEING A PORTION OF THE REMAINDER OF PARCEL MAP NO. 3874, AS PER MAP FILED IN BOOK 39, PAGE 77 OF PARCEL MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF TULARE COUNTY, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THE NORTHERLY 100.00 FEET THEREOF.

CONTAINING AN AREA OF 25594 SQUARE FEET (0.5876 ACRES), MORE OR LESS.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

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

EXHIBIT "B"



PARCEL 1
LLA 16-2007

PARCEL 2
PARCEL MAP NO. 1216
P.M.B. 13/17

S89°57'38"W

662.80'

227.46'

ADJUSTED REMAINDER
LLA 16-2007
REC. OCTOBER 23, 2007
INST. NO. 2007-0091895 O.R.

100.00'

201.00'

SCE EASEMENT

N00°45'31"E

N89°58'25"W

662.35'

GRAND AVENUE

25'

30'

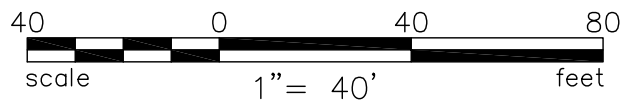
25'

25'

LEGEND



DENOTES SCE EASEMENT
AREA = 25594 SQ. FT. (0.5876 AC.)±





CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Authorization to Rescind Resolution No. 84-2024 and Approve Updated FY 23/24 TDA Resolution

SOURCE: Public Works

COMMENT: On November 19, 2024, the City Council adopted Resolution No. 84-2024, which authorized Transportation Development Act (TDA) claims for the Fiscal Year 2023-24. This resolution included allocations for the State Transit Assistance (STA) and Local Transportation Funds (LTF) for both the City of Porterville and the Tulare County Regional Transit Agency (TCRTA). However, since the adoption of Resolution No. 84-2024, updates to the TCRTA's FY 2023-24 budget and revised apportionments have necessitated a redistribution of LTF allocations.

While the allocation of \$991,292.10 in STA funds remains unchanged, the Local Transportation Funds have been adjusted to reflect updated budgetary needs and priorities. TCRTA's LTF allocation has increased from \$1,570,607.28 to \$1,615,678.25, while the City's LTF allocation has correspondingly decreased from \$1,619,628.72 to \$1,574,557.75. These changes align with the revised transit budget and ensure proper compliance with TCAG's requirements for TDA claims.

RECOMMENDATION: That the City Council:

1. Rescind Resolution No. 84-2024; and
2. Approve the attached updated draft resolution for the Fiscal Year 2023-24 Transportation Development Act (TDA) claim; and
3. Authorize the staff to file the approved resolution with the appropriate agencies.

ATTACHMENTS:

1. November 19, 2024 Staff Report
2. Resolution 84-2024
3. Draft Resolution

Appropriated/Funded:

Review By:

Item No. 12.

Department Director:
Richard Tree, Director of Transportation

Final Approver: Jason Ridenour, Interim City Manager



CITY COUNCIL AGENDA – NOVEMBER 19, 2024

SUBJECT: Update and Approval of FY 2023 and FY 2024-25 Transit Programs and Transportation Development Act (TDA) Claims

SOURCE: Public Works

COMMENT: Staff has prepared an update on the Fiscal Year (FY) 2023 and FY 2024-25 transit programs and related TDA claims to reflect adjustments in funding allocations and project priorities. This includes rescinding the previous FY 2023 TDA claim and updating the FY 2024-25 Program of Projects.

FY 2023 TDA Claim

For Fiscal Year (FY) 2023-24, the City of Porterville received an estimated allocation of \$991,292.10 in STA funds and \$3,567,034.28 in LTF funds. On August 6, 2024, the City Council approved Resolution No. 54-2024, authorizing TCRTA to submit a TDA claim for \$991,292.10 in STA funds and \$603,283 in LTF funds, with the remaining \$2,963,751.28 in LTF funds allocated directly to the City (detailed in the attached staff report from August 6, 2024).

Since the initial approval, updates to both the estimated allocation and the FY 23/24 TCRTA budget have impacted the LTF allocations, necessitating a revised claim. The updated FY 2023-24 TDA claim does not change the amount of STA funds claimed by TCRTA but increases the LTF allocation to TCRTA from \$603,283 to \$1,251,298.28. This adjustment results in a corresponding decrease in the amount of LTF funds claimed by the City. The revised allocations are as follows:

- TCRTA: \$991,292.10 in STA funds (unchanged) and \$1,251,298.28 in LTF funds.
- City of Porterville: \$2,247,817.92 in remaining LTF funds.

These adjustments align with TCAG's 2024 TDA Claims Manual and ensure compliance with current transit budget requirements.

FY 2024-25 Transit Program of Projects

On August 6, 2024, the City Council approved the FY 2024-2025 Transit Division Budget and Program of Projects, outlining allocations for projects funded by the Federal Transit Administration (FTA) Section

5307 and 5339, with TDA funds serving as local matches. This Program of Projects, required by the FTA, identifies fiscally constrained projects for the current fiscal year.

Since the initial approval, updates to available TDA funding and revised project proposals have led to minor adjustments in project allocations to better align with current service and infrastructure priorities. A summary of key changes is as follows:

- Revenue Vehicles: Quantity reductions have been made to align more efficiently with current service requirements.
- Facility Improvements (Administration & Transit Center): Funding has been adjusted based on recent assessments to support increased usage and enhance operational efficiency.
- Charging Station Infrastructure: Funding has been revised to include support for new solar-powered charging stations and the replacement of existing stations.
- Fare Collection System Upgrades: Adjustments have been made to leverage the regional fare collection system, reducing the City's overall investment.

If approved, staff will submit the updated Program of Projects to the Tulare County Association of Governments (TCAG) for inclusion in a future Federal Transportation Improvement Program (FTIP) amendment. This administrative update process typically takes a few weeks.

RECOMMENDATION: That the City Council:

1. Rescind Resolution No. 54-2024 from August 6, 2024, and approve the updated FY 2023 TDA Claim; and
2. Approve the updated allocations for the FY 2024-25 Transit Program of Projects; and
3. Direct staff to implement these changes and ensure compliance with funding and program requirements.

ATTACHMENTS:

1. August 6, 2024 Staff Report
2. Resolution No. 54-2024
3. Draft Resolution
4. Updated Program of Projects_11.6.24

Appropriated/Funded:

Review By:

Department Director:

Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. 84 -2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
FOR FISCAL YEAR 2023-24 TRANSPORTATION DEVELOPMENT ACT CLAIM
BY THE CITY OF PORTERVILLE AND CONCURRENCE TO A CLAIM BY
THE TULARE COUNTY REGIONAL TRANSIT AGENCY**

WHEREAS, pursuant to Government Code Section 66500 et seq., the Tulare County Association of Governments ("TCAG") is the regional transportation planning agency for Tulare County; and

WHEREAS, the Mills-Alquist-Deddeh Act ("Transportation Development Act" or "TDA"), Public Utilities Code Section 99200 et seq., makes certain retail sales tax revenues available to eligible claimants for public transportation projects and purposes; and

WHEREAS, TCAG is responsible for the allocation of TDA funds to eligible claimants within the Tulare County region; and

WHEREAS, the City of Porterville is an eligible claimant of TDA funds; and

WHEREAS, for the fiscal year 2023-24 the City of Porterville is allocated an estimated \$991,292.10 in State Transit Assistance ("STA") funds and \$3,499,116.20 in Local Transportation Funds ("LTF"); and

WHEREAS, during fiscal year 2023-24, the City of Porterville was a member agency of the Tulare County Regional Transit Agency ("TCRTA"); and

WHEREAS, the TCRTA Joint Powers Agreement provides the member agencies may authorize TCRTA to submit claims for its member's allocated TDA funds if unanimously approved by the directors present and voting at a meeting; and

WHEREAS, the Tulare County Regional Transit Agency's fiscal year 2023-24 transit budget, as amended, lists the amounts of and purposes for the fiscal year 2023-24 TDA allocations requested.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Porterville City Council does hereby authorize a FY 2023-24 TDA claim by the Tulare County Regional Transit Agency in the amounts of \$991,292.10 in State Transit Assistance and \$1,570,607.28 in Local Transportation funds, subject to the TCAG 2024 TDA Claims Manual; and

2. That the Porterville City Council does hereby approve a FY 2023-24 TDA claim by the City of Porterville for the remaining \$1,619,628.72 in Local Transportation funds, subject to the TCAG 2024 TDA Claims Manual; and

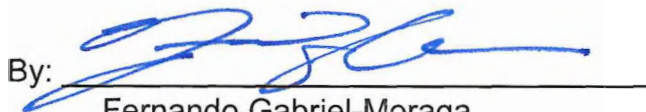
PASSED, APPROVED AND ADOPTED this 19th day of November 2024.



Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, City Clerk



By:

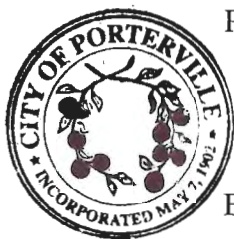
Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, PATRICE HILDRETH, 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 19th day of November, 2024.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	
NOES:					
ABSTAIN:					
ABSENT:					X



PATRICE HILDRETH, City Clerk

By:

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

RESOLUTION NO. ____-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
FOR FISCAL YEAR 2023-24 TRANSPORTATION DEVELOPMENT ACT CLAIM
BY THE CITY OF PORTERVILLE AND CONCURRENCE TO A CLAIM BY
THE TULARE COUNTY REGIONAL TRANSIT AGENCY**

WHEREAS, pursuant to Government Code Section 66500 et seq., the Tulare County Association of Governments ("TCAG") is the regional transportation planning agency for Tulare County; and

WHEREAS, the Mills-Alquist-Deddeh Act ("Transportation Development Act" or "TDA"), Public Utilities Code Section 99200 et seq., makes certain retail sales tax revenues available to eligible claimants for public transportation projects and purposes; and

WHEREAS, TCAG is responsible for the allocation of TDA funds to eligible claimants within the Tulare County region; and

WHEREAS, the City of Porterville is an eligible claimant of TDA funds; and

WHEREAS, for the fiscal year 2023-24 the City of Porterville is allocated an estimated \$991,292.10 in State Transit Assistance ("STA") funds and \$3,499,116.20 in Local Transportation Funds ("LTF"); and

WHEREAS, during fiscal year 2023-24, the City of Porterville was a member agency of the Tulare County Regional Transit Agency ("TCRTA"); and

WHEREAS, the TCRTA Joint Powers Agreement provides the member agencies may authorize TCRTA to submit claims for its member's allocated TDA funds if unanimously approved by the directors present and voting at a meeting; and

WHEREAS, the Tulare County Regional Transit Agency's fiscal year 2023-24 transit budget, as amended, lists the amounts of and purposes for the fiscal year 2023-24 TDA allocations requested.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Porterville City Council does hereby authorize a FY 2023-24 TDA claim by the Tulare County Regional Transit Agency in the amounts of \$991,292.10 in State Transit Assistance and \$1,615,678.25 in Local Transportation funds, subject to the TCAG 2024 TDA Claims Manual; and

2. That the Porterville City Council does hereby approve a FY 2023-24 TDA claim by the City of Porterville for the remaining \$1,574,557.75 in Local Transportation funds, subject to the TCAG 2024 TDA Claims Manual.

PASSED, APPROVED AND ADOPTED this 21st day of January 2025.

Greg Meister, Mayor

ATTEST:

Jason Ridenour, Interim City Clerk

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



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Consideration to Rescind the Approved Side Letter Agreement for the Management Confidential Series

SOURCE: Administrative Services

COMMENT: On April 26, 2024, the U.S. Department of Labor issued a final rule for Administrative & Professional Employees, revising the Fair Labor Standards Act (FLSA) regulations governing exemptions for minimum wage and overtime pay requirements. The revisions increased the standard salary level and the total annual compensation threshold for highly compensated employees.

These changes would impact employees within the Management and Confidential Series (MCS) and in preparation, the City entered into a side letter agreement with the group. Previously, most employees in this group were designated as overtime-exempt and received 40 hours of administrative leave. Under the side letter agreement, employees earning less than \$58,000 would become eligible for overtime but receive only 16 hours of administrative leave.

On November 15, 2024, the U.S. District Court for the Eastern District of Texas vacated the 2024 Overtime Rule nationwide, ruling that the U.S. Department of Labor had exceeded its statutory authority. As a result, the thresholds reverted to those established under the 2019 Overtime Rule.

RECOMMENDATION: That the City Council:

1. Rescind the side letter agreement amending the Employee Pay and Benefit Plan pertaining to the Management Confidential Series employees; and
2. Authorize staff to revert back to the previous FLSA overtime rule 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: Jason Ridenour, Interim 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.

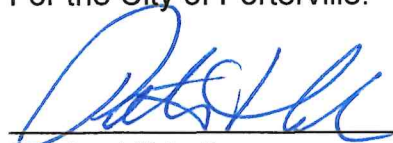
As of January 1st, if the MCS position salary range falls under range 202 - step A (\$58,980 annually), the position will be eligible for overtime and only qualify for 16 hours of administrative leave hours per calendar year.

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.

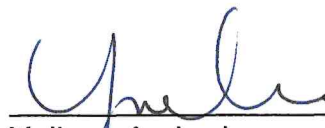
If a future minimum wage increase adjusts the FLSA salary threshold for overtime pay, the respective bargaining group representatives will be notified of the updated salary range, the list of affected positions, and the effective date said positions will become overtime eligible. Should such an adjustment 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:

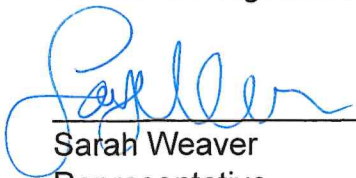


Patrice Hildreth
City Manager



Yuliana Andrade
Administrative Services Director

For the Management Confidential Series:



Sarah Weaver
Representative



Robert Campos
Representative



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: CDBG Citizens' Advisory and Housing Opportunity Committee

SOURCE: Community Development

COMMENT: In preparation for the development of the Consolidated Plan and Annual Action Plan (AP) to be submitted to the federal Department of Housing and Urban Development (HUD), the annual designation and appointment of a Citizens' Advisory and Housing Opportunity Committee is required.

A Citizens' Advisory Committee was established in 1981 to function in an advisory capacity to the Council regarding program design, implementation, and assessment. This Committee consists of seven residents of the city, appointed annually by the Council. The Citizen Participation Plan places particular emphasis on obtaining representation of low- and moderate-income persons residing in identified slum and blight areas, members of minority groups, the elderly, the disabled, and residents of areas where the use of funds is proposed.

Outreach was conducted to fill all seven seats, which expire in January as they are only a one year term. This included outreach to the existing committee members, community members who have shown interest or involvement with these programs, community members that fit the qualifications listed above and the general public through the City's website and social media accounts. Five members of the 2024 committee have expressed their willingness to serve as 2025 Committee members:

Rebecca Contreras
Eriselda Lizarraga
Linda Mendez
Isabel Olmos
Jacqueline Verduzco Alanis

Applications have been received for the returning members, and staff is requesting that they be re-appointed as members of the CDBG Advisory and Housing Opportunity Advisory Committee for the 2025 program year. At the time of the writing of this staff report, no applications have been received for the remaining vacancies on the committee. Staff will continue to outreach to fill the seats and if additional applications are received, another item will be brought before to City Council for consideration of those appointments.

The Five-Year Consolidated Plan (2025 - 2029) inclusive of the first year Action plan (2025 Action Plan) is in the process of being developed by Resource Consultants and is planned to be presented to the Council in April 2025 for adoption.

Community input will continue to be sought in accordance with the Citizens

Participation Plan. Outreach already performed includes a presentation on the development of the Consolidated Plan before City Council on September 17, 2024, followed by a Community Meeting on September 18, 2024, and a Stakeholder meeting on September 19, 2024. Additionally, two public hearings are also planned. Community input from the Community and Stakeholder meetings, surveys, and other community outreach, will be presented to the Citizens' Advisory and Housing Opportunity Committee and at the first public hearing, on February 11, 2025. The Citizens' Advisory and Housing Opportunity Committee will give input on the development of the draft Consolidated Plan, and the 2025 draft Action Plan. The Plans will then be available for a 30-day public comment period and will be taken to the Council for a final public hearing and consideration of adoption at its meeting on April 15, 2025. Both documents are due to the U.S. Department of Housing and Urban Development (HUD) at least 45 days before the start of the program year of July 1, 2025.

RECOMMENDATION: That the City Council appoint existing Committee members Rebecca Contreras, Eriselda Lizarraga, Linda Mendez, Isabel Olmos and Jacqueline Verduzco Alanis to the Citizens' Advisory and Housing Opportunity Committee for a one-year term.

ATTACHMENTS:

1. Request for Appointment Contreras
2. Request for Appointment Lizarraga
3. Request for Appointment Mendez
4. Request for Appointment Olmos
5. Request for Appointment Verduzco Alanis

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Jason Ridenour, Interim City Manager



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Rebecca Contreras
(Please Print)

Appointment to: C. D. B. G.
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address: [REDACTED]
Porterville CA 93257

Mailing Address: _____

Name of Business: NA
☐ Own ☐ Operate

Business Address: NA

Telephone: Home [REDACTED]
Work [REDACTED]
FAX _____
E-mail [REDACTED]

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☐ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Letter accompanying form.

Please tell us why you are interested in this position.

I am interested in this position because I have enjoyed the opportunity to be apart of my community.

☐ Resume attached

☒ Letter of request attached

Submitted By:

Rubens Costin

11/8/25
Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____

Rebecca Contreras

[REDACTED]
Porterville CA 93257
[REDACTED]
[REDACTED]

January 8, 2025

Lori Halleck

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

To Whom it May Concern:

My name is Rebecca Contreras and I'm requesting to be a part of the CDBG committee for the 202 year.

Last year I served my second year and it was the first time since the pandemic to have an in person meeting. It was a learning year and I would like to continue to participate in this committee this year as well. I look forward to serving the community.

Please consider me again as member for CDBG committee.

Sincerely,

Rebecca Contreras



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Eriselda Lizarraga

(Please Print)

Appointment to: CDBG Committee member

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:

Mailing Address:

Name of Business:

☐ Own

☐ Operate

Business Address:

Telephone: Home

Work

FAX

E-mail

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Previous committee member to serve CDBG. Experience with skills
to communicate with staff and our community. Focus to
details commitment and dedication to projects.

Please tell us why you are interested in this position.

I enjoy being part of CDBG committee member and be able to be part of it. Getting
involved with city projects and being able to provide feedback in approving or
disapproving projects among our city and community.

☒ Resume attached

☐ Letter of request attached

Submitted By: E. Lizarraga

12-13-2024

Date

Received by: _____

Forwarded to: City Clerk ☐ Date: _____

City Council ☐ Date: _____

Staff Liaison ☐ Date: _____

Tentative Council Mtg Date: _____

Eriselda G Lizarraga

Porterville Ca 93257

Objective:

Obtain an opportunity to participate as a community volunteer CDBG committee member. To be a great asset to the department, by implementing my strengths and experience and providing feedback on planning, implementation, and assessment of the Community Development Block Grant (CDBG) and Home Investment Partnership Act (Home) Programs.

Education

Kaplan University - 2016 Real State Certificate	CPR Certified
Porterville College-2014 Associate Degree in Social Science	HIPPA Certified
Porterville FHCN-2011 Medical Assistance Certificate	Porterville Adult School-1996 High School Diploma

Skills

- Bilingual Fluent English/Spanish
- Safety Management
- Fostering teamwork
- Problem solving
- Time Management
- Team leadership
- Strong work ethic
- People Skills
- Responsible-Trustworthy
- Organized

Work Experience

Family HealthCare Network Porterville, CA	Care Coordinator	October 2020-Present
• Create care plan within the Enhanced Care Management (ECM) ensuring the patient care is maintained and integrated among service providers. • Oversee and support patients care plan to reduce their frequent emergency room visits. • Educate patients on how to utilize resources available via insurance and health care centers. • Reporting to the Care Coordinator Manager with implementation of the Enhanced Care Management. • Support to patient and family members health team, and outside organizations to reduce or eliminate barriers to patient care.		
Family HealthCare Network Porterville, CA	Community Health Representative	September 2013-October 2020
• Supported community health team develop recommendations for improvements to the community health system. • Supervise and monitor community health team to organize and host community events with up to thirty employees and outside partnering agencies. • Collected data and created reports to ensure grant metrics were met. • Adhering to the program objective to ensure successful events. • Maintains safe and healthy work environment by establishing and enforcing organization standards and adhering to legal regulations. • Participate in interviewing panel for new hire employees train employees and develop personal growth opportunities. • Enrollment assistance to Cal-Fresh, Medical and Covered California. • Coordinate and participate in zoom meetings.		

- Establish business partnerships with local schools and businesses.

Family Health Care Network Medical Assistant-Front Desk Receptionist July 26, 2004-September 2013

- The Medical Assistant-Front Office is responsible for supporting efficient patient flow and registration duties while performing various aspects of the front office patient visit.
- Responsible for supporting and monitoring patient flow, Scrub appointments in advance to ensure necessary information is available for patient visit. Keep patients informed of wait times and ensures patient are properly flowed in system.
- Responsible for performing various aspects of patients visit during check in. Collecting accurate demographics and insurance eligibility information. Complete enrollment and necessary forms for financial programs.
- Responsible for ensuring forms and insurance cards/eligibility are scanned and indexed appropriately and timely.
- Generates daily banks deposit and necessary reporting to Finance department.

City of Porterville Committee Member January-2021-Present
Porterville, CA

- The Community Development Block Grant (CDBG) Committee members serve in an advisory capacity to the City Council regarding program design, implementation, and assessment, to ensure that Porterville residents are given a full opportunity to participate in the CDBG Program.
- The Citizen participation plan places particular emphasis on obtaining representation of low- and moderate-income persons residing in slum and blight areas, members of minority groups, the elderly, the disabled, and residents of areas where the use of funds is proposed.
- Citizens and civic organizations are urged to make recommendations on the allocation of the City's multi-purpose Community Development Block Grant funding, which the city receives yearly since 1981/82.

Family HealthCare Network City of Porterville Ambassador August 2017-2020
Porterville, CA

- Attend Ribbon cutting ceremonies to promote new business partners to our community.
- Coordinate Business after hours and networking events.
- Luncheons and dedicated events to introduce new organizations/ business to our community.
- Attend monthly meetings to discuss new business coming into our community and provide ambassador's feedback.
- Attend mixers to interact with community and local business.
- Engagement calls with community business partners.

Olive Elementary School Council Member-Chairperson August 2015-2020
Porterville, CA

- Preside at all meetings of the council.
- Perform all duties incident to the office of the chairperson.
- Analyze and evaluate the academic achievement of all students in the school.
- Participate in all local, state, and federal reviews of the school's program for compliance and quality.
- Recommend the school plan, including expenditures, timelines, and evaluation criteria, as needed.

Family HealthCare Network AmeriCorps Supervisor 2014-2016
Porterville, CA

- Supervisor/mentor for the AmeriCorps program with Family HealthCare Network.
- Coordinate training and develop activities that will strengthen members' knowledge and skills because of their service in the AmeriCorps program.
- Coordinate AmeriCorps Day of Service projects and team building activities to enhance the member service experience. Communicate organizational needs, oversee employees' performance, provide guidance, support, identify development needs, and manage the reciprocal relationship between staff and the organization so that each is successful.
- Evaluate the staff under my supervision and provide feedback and coaching as needed. All evaluation and feedback are reported to my manager.
- Ensure all goals and deadlines will be completed by all employees annually.

- Delivered compassionate, knowledgeable nursing assistance to 99-bed rehabilitation facility.
- Maintain patient trust, dignity, and respect while minimizing discomfort during daily health care and duties, bathing, and providing comfort to patients in every way possible.
- Communicate and record condition and behavior of patients with staff.
- Utilize strong clinical skills to conduct vital signs.
- Collaborated with hospice houses to assist in the delivery of positive and professional patient care.
- Complied with HIPAA standards in all patient documentation and interactions.
- Performed daily activities in home care setting including bathing, meal preparation, and housekeeping.
- Responded to and answered customer calls with product knowledge, technical expertise and professional communication.
- Maintained complete confidentiality with private client information to provide professional, secure services.
- Conducted various administrative tasks with high level of organization.
- Upheld company standards for communicating with customers and peers via telephone and email.
- Maintained merchandising inventory organizing product on racks and shelves.



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Linda Mendez

(Please Print)

Appointment to: CDBG Advisory Committee

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:

Mailing Address:

Name of Business: Community Services & Employment Training

☐ Own

☐ Operate

Business Address:

Visalia, CA 93291

Telephone: Home

Work

FAX

E-mail

City of Porterville Resident:

X Yes

☐ No

Select District:

☐ 1 ☐ 2 ☐ 3

☒ 4 ☐ 5

Registered Voter:

X Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Employed with CSET since 1988 Roles and responsibilities: 2013 to present, Compliance Director: Perform internal monitoring and audits, review and evaluate the scope of work and performance outcome, review documentation to ensure staff is complying with contract requirements and procedures, identify best practices and make recommendations for improvement, and create evaluation tools; forms and tracking spreadsheets. In 2002 as Director of Program Services & Information: oversaw Management Information Systems for CSET, maintaining all participant information, and ensuring data integrity of systems. 1995 as Youth Development Director: oversaw youth services countrywide, maintained program budgets, supervised sixty employees, and monitored staff to ensure compliance with grant requirements.

Please tell us why you are interested in this position.

I would like to be re-appointed to the CDBG Advisory Committee to continue to serve as an advocate for the low-to- moderate-income families that the advisory committee represents.

I believe my knowledge and experience will help provide insight in providing recommendations related to housing barriers, community needs, employment, and business development opportunities.

☐ Resume attached ☒ Letter of request attached

Linda A. Mendez

Submitted By: _____

12/19/24

Date

Received by: _____

Forwarded to: City Clerk ☐ Date: _____

City Council ☐ Date: _____

Staff Liaison ☐ Date: _____

Tentative Council Mtg Date: _____



December 18, 2024

City of Porterville
CDBG Selection Committee
291 North Main Street
Porterville, CA 93257

Re: Letter of Recommendation for Linda Mendez

To whom it may concern:

It with great pleasure that I write this letter of recommendation for Linda Mendez who is seeking to renew her position on the CDBG City Committee. Linda has been with CSET for over 35 years in various positions, and is currently our Corporate Compliance Director. She is not afraid of hard work and is always willing to roll up her sleeves to assist with finding a solution. She has strong analytical skills and is a consensus builder.

As the Community Action Agency for Tulare County, our mission is to provide services that strengthen youth, families and communities. Linda Mendez continues to be a vital member of our leadership team and has assisted in strengthening our organization and supporting our mission throughout Tulare County.

I highly recommend Linda Mendez and if I can be of further assistance in your selection process, please do not hesitate to give me call at [REDACTED]

Sincerely,

Mary Alice Escarsega-Fechner
Executive Director

312 NW 3rd Avenue
Visalia, CA 93291

www.cset.org

Phone

(559) 732-4194

Fax

(559) 733-3971

Cutler-Orosi CSET

(559) 216-0438

Earlimart

(661) 849-2960

Pixley

(559) 575-0098

Tulare

(559) 684-1987

Porterville EC

(559) 788-1400

Porterville CSET

(559) 216-0525

Visalia EC

(559) 713-5000



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: ISABEL OLMOS
(Please Print)

Appointment to: CDBG Advisory Committee Board 2025
(Name of Board, Commission, or Committee)

@ Reappointment; or IF NEW, Please provide:

Street Address: [REDACTED]
Porterville, Ca 93257

Mailing Address: _____

Name of Business: _____
☐ Own ☐ Operate

Business Address: _____

Telephone: Home _____
Work _____
FAX _____
E-mail _____

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☐ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Please tell us why you are interested in this position.

☐ Resume attached

☐ Letter of request attached

Submitted By: Isabel Olmos

01/01/2025

Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Jacqueline Verduzco Alanis

(Please Print)

Appointment to: Community Development Block Grant (CDBG) Advisory Committee, 2025

(Name of Board, Commission, or Committee)



Reappointment; or IF NEW, Please provide:

Street Address:

Mailing Address:

Name of Business:

☐ Own

☐ Operate

Business Address:

Telephone: Home

Work

FAX

E-mail

City of Porterville Resident:

☐ Yes

☐ No

Select District:

☐ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☐ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Please tell us why you are interested in this position.

☐ Resume attached

☐ Letter of request attached

Submitted By: _____

Jaqueline Verdugo Alanis

Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Police Firing Range Cooperative Agreement with Farmersville Police Department

SOURCE: Police

COMMENT: The Porterville Police Department weapons training range became operational in May 2011 for live fire training. Currently, the California Highway Patrol, Lindsay Police Department and Porterville College Police Academy are under an agreement to utilize the firing range for training and qualifications of their personnel.

The Farmersville Police Department has indicated it wishes to use the training facility and has agreed to compensation for such use. The agreed-upon compensation is \$750 annually over the term of a three-year agreement for a total of \$2,250.

Staff is requesting City Council approval to enter into a new agreement with the Farmersville Police Department allowing the agency usage of the Porterville Police Department Firearms Training Facility for the term of the agreement beginning July 1, 2025 to June 30, 2028.

RECOMMENDATION: That the City Council:

1. Approve the Agreement for the period of 07/01/25, through 06/30/28; and
2. Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

ATTACHMENTS:

1. Cooperative Agreement
2. Firearms Range Rules and Regs

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Jason Ridenour, Interim City Manager



POLICE FIRING RANGE COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2025, between the CITY OF PORTERVILLE ("CITY"), and the CITY OF FARMERSVILLE ("FARMERSVILLE"), (each a "Party," and collectively, the "Parties"), with reference to the following:

- A. The Parties desire to allow the use of the CITY Police Firing Range ("Range") by the Farmersville Police Department ("FPD").
- B. The Parties are willing to enter into this Agreement on the terms and conditions set forth below.

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for three (3) years, commencing on July 1, 2025, and ending on June 30, 2028.
2. FPD desires use of the Range approximately (6) times per agreement year.
3. The cost per agreement year shall be seven hundred and fifty dollars (\$750) paid annually each year.
4. The CITY shall furnish use of the Range to the FPD including restroom facilities if available, and shall pay all taxes, insurance, maintenance fees, and all other costs required to provide use of the Range in accordance with this Agreement.
5. FPD shall have the use of on-site firearms buildings located at the Range for training programs. Any available classroom facility may be used on a case-by-case basis, without additional charge, when arranged through the Porterville Police Department ("PPD") Range Supervisor.
6. PPD and FPD agree the Range shall be open and usable by members of FPD at such times that are mutually agreeable to both parties. Exclusive use of the facilities by FPD must be coordinated with, and scheduled by the PPD Range Supervisor.

7. Prior to exclusive use of the Range, FPD will submit their training agenda and course of fire to the PPD Range Supervisor for approval.
8. FPD agrees that its members using the Range under this Agreement shall be governed by the range safety rules established by PPD. (Firearms Range Rules and Regulations, attached.)
9. On their scheduled training days, the FPD Range Master shall contact PPD Watch Commander upon their arrival and departure from the RANGE.
10. After use of the facility, FPD agrees to ensure the Range is cleaned properly of all debris resulting from their use, including brass. Brass will be left in containers (containing only brass) at the Range for disposal by PPD.
11. Notwithstanding Section 16 herein, both the PPD and FPD reserve the right to cancel this Agreement with thirty (30) days advance written notice to the other, for any (or no) reason. The cost shall be prorated to account for the period the contract was in effect.
12. The amount to be paid by FARMERSVILLE will be due and payable as follows: FARMERSVILLE shall pay the amount as invoiced by the CITY on an annual basis of the agreed-upon cost within thirty days of receiving said invoice(s).
13. Indemnity/Hold Harmless Agreement: FARMERSVILLE shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnities"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of FARMERSVILLE's performance of its obligations under this agreement or out of the operations conducted by FARMERSVILLE, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnities are made a party to any action, lawsuit, or other adversarial proceeding arising from FARMERSVILLE's performance of this agreement, FARMERSVILLE shall provide a defense to the City indemnities, or at the City's option, reimburse the City indemnities their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.
14. General Liability Insurance: FARMERSVILLE shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence. FARMERSVILLE's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10

(or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insured's under such policies.

- a. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.

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

CITY OF PORTERVILLE:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7447
Fax: 559-782-7452

CITY OF FARMERSVILLE:

City Clerk of the City of Farmersville
909 W Visalia Road
Farmersville, CA 93223
Phone: 559-747-0321

Notice personally delivered is effective when delivered. Notice sent by Electronic transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

16. No part of this Agreement may be assigned by any of the Parties without the prior written consent of the other Party(ies).

17. Termination.

- a. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

- 1) This Agreement may be terminated by any Party should another Party:

- a) be adjudged bankrupt;
- b) become insolvent or have a receiver appointed;
- c) make a general assignment for the benefit of creditors;
- d) suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement; or
- e) materially breach this Agreement.

2) For any occurrences except item e), termination may be effected upon written notice by the terminating Party specifying the date of termination.

3) Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4) If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting parties consent to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.

b. Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports or pre-termination contract activities.

18. This Agreement represents the entire Agreement between the Parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of all Parties.

19. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

20. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
21. The failure of any Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for the breach or any subsequent breach. The acceptance by any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.
22. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party.
23. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.
24. It is expected that this agreement will continue into coming years. In June of year of the agreement, the Porterville Chief of Police and the Farmersville Police Chief, or their designees, shall convene a meeting to discuss the agreement. If the agreement is continued, the Porterville Chief of Police shall provide the new cost (if applicable), and the new agreement will indicate the amount of funding each party shall be responsible for.

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

CITY OF PORTERVILLE:

Jake Castellow, Chief of Police

Date

CITY OF FARMERSVILLE:

Jay Brock, Chief of Police

Date

FIREARMS RANGE RULES AND REGULATIONS

The following safety regulations are designed to ensure the safety of all personnel in this department, as well as any other department, using the firearms training facility. The rules will be posted in a conspicuous location and shall be strictly enforced. The Range Master is responsible for the safe operation of the facility and he/she may take appropriate and necessary action to safeguard all persons using the facility or to ensure public safety. Failure to obey any of these regulations may result in disciplinary action and/or being ordered to leave the firearms facility by the Range Master or designated firearms instructor. The Range Master will take immediate action to address rules violations and, at his/her discretion, depending on the seriousness of the violation, report the violation to the Training Unit Supervisor.

These rules apply to the Porterville Police Department personnel, as well as any other person or agency using the firearms range facility.

1. No personnel will enter the Range Master's office without prior approval of the Range Master or firearms instructor.
2. Only authorized personnel will enter the storage area (seatrain).
3. No alcoholic beverages are permitted at the firearms training facility.
4. All firearms at the firearms training facility are subject to a safety inspection by the Range Master or firearms instructor at any time.
5. Only approved ammunition will be used at the firearms training facility. All ammunition is subject to inspection by the Range Master or firearms instructor at any time.
6. The loading and unloading of firearms will take place only in designated areas of the firearms facility.
7. All range activities will be coordinated through the Training Unit Supervisor or, if designated by the Training Unit Supervisor, the Range Master.
8. All injuries will be promptly reported to the Range Master or firearms instructor.
9. Shooting will only be at targets approved by the Range Master or firearms instructor.

10. When on the firing line, unholstered firearms shall be pointed downrange at all times.
11. Ear and eye protection are required at all times by all persons while on the range when any person is actively engaged in discharging a firearm.
12. During range qualification or firearms training, firing will only commence on the command of the Range Master or firearms instructor.
13. All firing will stop immediately if the Range Master or firearms instructor determines there is a safety issue. This will be done by yelling, "Cease fire!"
14. Firearms will not be left unattended, except unloaded firearms in designated areas.
15. Horseplay or unsafe handling of firearms will not be tolerated.
16. Persons not abiding by all of the above rules will leave the firearms training facility upon the request of the Range Master or firearms instructor.



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Status Report - Developer Impact Fees

SOURCE: Finance

COMMENT: Pursuant to Government Code Section 66006(b)(1), a detailed fund analysis of the capital improvement funds containing developer impact fees has been prepared. A copy of this analysis has been delivered to the Building Industry Association of Tulare/Kings Counties, Inc. (BIA), per its request.

The format and content of this analysis have been developed around criteria previously approved by the BIA

RECOMMENDATION: That the City Council accept the Status Report on Developer Impact Fees for the fiscal year ended June 30, 2024.

ATTACHMENTS: 1. 2023-2024 Developer Impact Fees Summary Report

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Jason Ridenour, Interim City Manager

CITY OF PORTERVILLE

**DEVELOPER IMPACT FEE SUMMARY
2023/24**

	BEGINNING BALANCES AS OF JULY 1, 2023		FEE COLLECTED		INTEREST EARNED		ELIGIBLE D.I.F. EXPENDITURES		ENDING BALANCES AS OF JUNE 30, 2024
WATER ACREAGE FEE	\$ (21,165,670)	\$	220,530	\$	238,440	\$	(14,685)	\$	(20,721,385)
SEWER ACREAGE FEE	\$ (2,675,703)	\$	123,249	\$	136,794	\$	(39,962)	\$	(2,455,621)
STORM DRAIN FEE	\$ 2,770,780	\$	224,651	\$	143,103	\$	(6,989)	\$	3,131,544
TRANSPORTATION IMPACT FEE	\$ 2,256,279	\$	254,458	\$	117,608	\$	(150,000)	\$	2,478,345

CITYOF PORTERVILLE
DEVELOPER FEE-FUNDED PROJECTS
2023/24

	<u>Total Expenditure</u>	<u>Allowed D.I.F. Percentage</u>	<u>Eligible D.I.F. Expenditure</u>
<u>Water Projects</u>			
Tule River porter slough clearing	\$ 30,333.34	0%	\$ 0.00
Master plan update	13,993.87	100%	13,993.87
South recharge basin	1,561.59	0%	0.00
DR#23 dual recharge basin	138,269.54	0%	0.00
North recharge basin	368,469.03	0%	0.00
Well #37 - Summit Estates	2,276.04	0%	0.00
Rehabilitate wells	3,296.67	0%	0.00
SGMA compliance	204,664.02	0%	0.00
Well #34 - Akin & Central Mutual water system	528,300.73	0%	0.00
Auto radio read	645,602.80	0%	0.00
Master plan payback	691.59	100%	691.59
Villa St - Olive to Henderson water/storm line	<u>28,659.58</u>	0%	<u>0.00</u>
WATER TOTAL	\$ <u>1,966,118.80</u>		\$ <u>14,685.46</u>
<u>Sewer Projects</u>			
MS4 permit	\$ 26,498.00	100%	\$ 26,498.00
Master plan payback	1,121.12	100%	1,121.12
Biosolids management plan (pre application)	4,117.30	0%	0.00
Ras/Was pump replacement	46,037.05	0%	0.00
Sewer master plan update	9,364.74	100%	9,364.74
Effluent pump maintenance	23,534.94	0%	0.00
Tertiary treatment plant (tank siting)	2,978.13	100%	2,978.13
Sewer annexation - area 457	0.00	0%	0.00
Sewer annexation - area 474	133,793.05	0%	0.00
Sewer annexation - area 475	124,374.88	0%	0.00
Sewer annexation - area 476	17,843.45	0%	0.00
Sewer annexation - area 478	0.00	0%	0.00
Sewer annexation - area 479	133,127.49	0%	0.00
Safe drinking water supply deliveries	1,664.29	0%	0.00
Screwpress repairs	<u>1,472.85</u>	0%	<u>0.00</u>
SEWER TOTAL	\$ <u>525,927.29</u>		\$ <u>39,961.99</u>
<u>Storm Drain Projects</u>			
Master plan update	\$ 4,789.08	100%	\$ 4,789.08
Flood management ordinance update	2,199.50	100%	2,199.50
Thurman/3rd St storm drain	<u>1,088,011.32</u>	0%	<u>0.00</u>
STORM DRAIN TOTAL	\$ <u>1,094,999.90</u>		\$ <u>6,988.58</u>
<u>Transportation Projects</u>			
Debt service - 2021 Refinancing Project	\$ <u>150,000.00</u>	100%	\$ <u>150,000.00</u>
TRANSPORTATION TOTAL	\$ <u>150,000.00</u>		\$ <u>150,000.00</u>
<u>Park Projects</u>			
Debt service - sports complex	\$ 29,598.62	100%	\$ 29,598.62
Sports complex parking lease	<u>7,069.54</u>	100%	<u>7,069.54</u>
PARK TOTAL	\$ <u>36,668.16</u>		\$ <u>36,668.16</u>

CITY OF PORTERVILLE

DEVELOPER FEE RATE STRUCTURE
2023/24

		<u>Hillside Development</u>	<u>Single Family</u>	<u>Duplex</u>	<u>Multiple Family</u>	<u>Mobile Homes</u>	<u>Institutional</u>	<u>Commercial / Professional</u>	<u>Industrial</u>
Water Acreage Fee / Acre	\$	2,103	\$ 4,385	\$ 10,977	\$ 25,628	\$ -	\$ 2,862	\$ 3,296	\$ 25,312
Sewer Acreage Fee / Acre	\$	1,429	\$ 2,680	\$ 6,224	\$ 14,520	\$ -	\$ 1,009	\$ 3,784	\$ 16,154
Storm Drain Fee / Acre	\$	-	\$ 7,223	\$ 9,635	\$ 14,456	\$ -	\$ 19,266	\$ 19,266	\$ 19,266
Transportation Fee / Unit	\$	-	\$ 1,446	\$ 977	\$ 977	\$ -	\$ 3,977	\$ 7,564	\$ 1,128
Park Impact Fee / Unit	\$	-	\$ 960	\$ 745	\$ 745	\$ 538	\$ -	\$ -	\$ -



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Consideration of Community Civic Event - Porterville Kiwanis - Valentine's Vendor Market - February 9, 2025

SOURCE: Finance

COMMENT: The Porterville Kiwanis Club is requesting approval to hold a Valentine's Vendor Market on Sunday, February 9, 2025, from 10:00 AM to 5:00 PM at Veterans Park. This event is a club fundraiser and would include local food vendors/trucks, nonprofits, and craft vendors. An outside amplifier permit has been approved from 10:00 AM to 5:00 PM.

This request is made under the Community Civic Events Ordinance No. 1326 as amended. The application has been routed according to the Ordinance regulations and reviewed by all City Departments involved. The requirements and restrictions are listed on the attached copy of the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

RECOMMENDATION: That City Council approve the Community Civic Event application from Porterville Kiwanis Club to hold the Valentine's Vendor Market on February 9, 2025, 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, Outside Amplifier Permit, and Certificate of Liability Insurance.

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Jason Ridenour, Interim 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: 02/09/25 Event date: 02/09/25
Event time: 10:00AM-5PM
Name of Event: VALENTINES 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): 20 Street sweeping Yes No
Police protection Yes No Refuse pickup Yes No

Other: 5 TRASH CANS ONSITE FOR EVENT.

POLICE PRESENCE THROUGHOUT EVENT TIME WELCOME TO SET UP A CANOPY

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.**

[Signature]
Authorized Representative Initials

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant to the permit. **Claims-made policies are not acceptable.**

[Signature]
Authorized Representative Initials

Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

[Signature]
Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

[Signature]
Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit "A." The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

PORTERVILLE KIWANIS CLUB	<i>[Signature]</i>	12-12-24
(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

Location: VETERANS PARK, 1501 W HENDERSON POR CA 93257 Event date: 02-09-25 Event time: 10:00AM-5:00PM

[illegible]

3 of 4

FEBRUARY 20.

	VENDOR LIST	NON-	BUS LIC.	
		PROFIT		
1	POR KIWANIS CLUB	36-1327510	3008	
2	KAWEAH WATER BIN	XX		
3	AB CROCHET			
4	ALEJANDRA DÉCOR			
5	DESERT SUN CREATION			
6	MOOMO SCENTS			
7	BADBADTZ_MARU			
8	EMINENCE			
9	L.J. KREATIONS			
10	TULARE KINGS HISPANIC			
11	ASIA KITCHEN			
12	ESPINOZA TACOS			
13	THE HUNGRY HOG			
14	G. BURGERS			
15	ADELICIOUS			
16	IANDTOJOLITOS			
17	SNACKOLOGY-N-MORE			
18	BOBA-FIXX			
19	MARIAS HOTDOGS			
20	CHIMBOZ BBQ			
21	DOGGIE DELICIOUS			
22	MOM OF TWO HEATHENS			
23	ECO VALLEY 559			
24	INSURED BY ROSIE			
25	LAVIDA YELLOW			
26	REYES NURSERY			
27				
28				
29				
30				

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: VALENTINES VENDOR MARKET

Sponsoring organization: PORTERVILLE KIWANIS CLUB

Event date: 02-09-25 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

Valentines Vendor Market

February 9, 2025

City Engineer:

D. Cervantez

Community Development Director:

C. Calderon

Public Works Director:

M. Knight

Fire Marshal:

C. Dignam

Please see Exhibit C, pages 1-6.

Parks and Leisure Services Director:

D. Moore

Police Lieutenant:

M. Azevedo

Please see Exhibit B.

Administrative Service Director:

Y. Andrade

Inflatables vendor must be on approved list of vendors with P&L Department. 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:

B. Spry

No comments from Refuse.

Streets Superintendent:

J. Baeza

No comments from Street Department.

Water & Sewer Superintendent

David Payne

No comments from the Water Department.

Requirements for Community Civic Event

Sponsor: Porterville Kiwanis
Event: Valentines Vendor Market
Event Chairman: Jaime Gomez
Location: Veterans Park, 1501 W Henderson Ave, Porterville, Ca
Date of Event: February 9, 2025 (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**

**Valentines Vendor Market
February 9, 2025, 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 APPLICATION**

**VALENTINES VENDOR MARKET
FEBRUARY 9, 2025
VETERNS PARK, PORTERVILLE**

Proposed Conditions/Requirements for Event:

Proper spacing between canopies, tents and tarps.

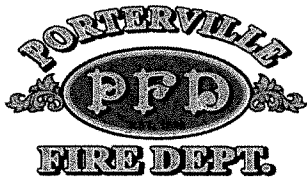
All tents, canopies, tarps shall all be fire resistance rated with an affixed and legible tag.

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.



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.

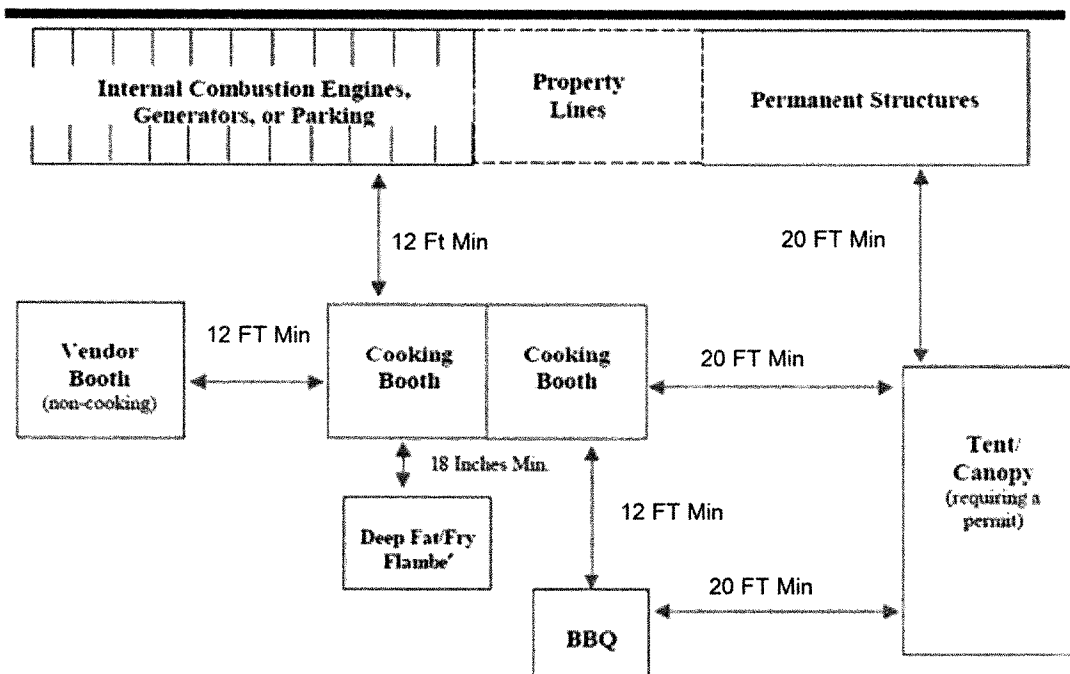
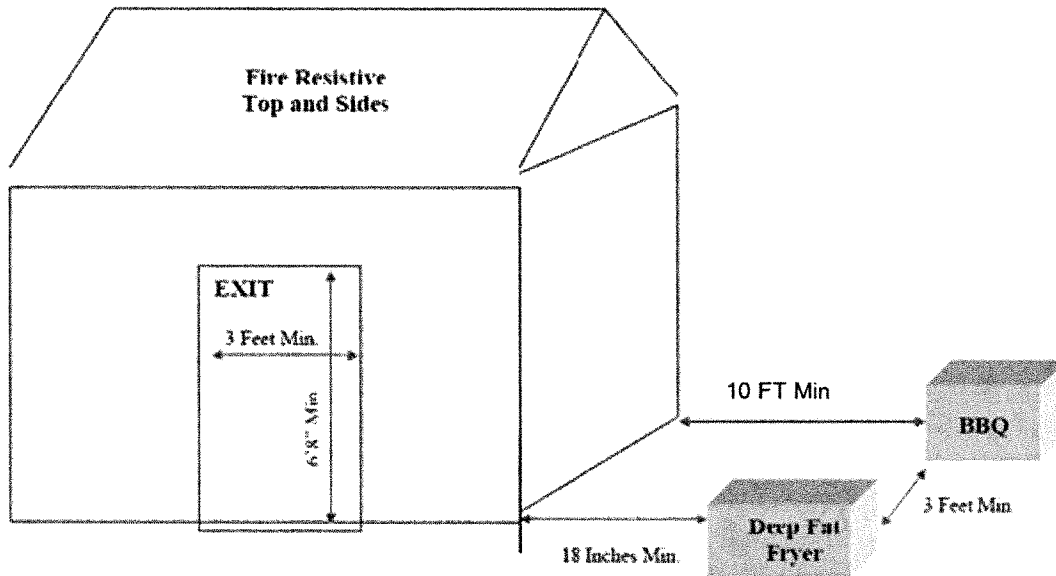
By signing below, I acknowledge that I have read and agree to comply with all requirements of this contract.

Signature _____ Date _____



PORTERVILLE FIRE DEPARTMENT

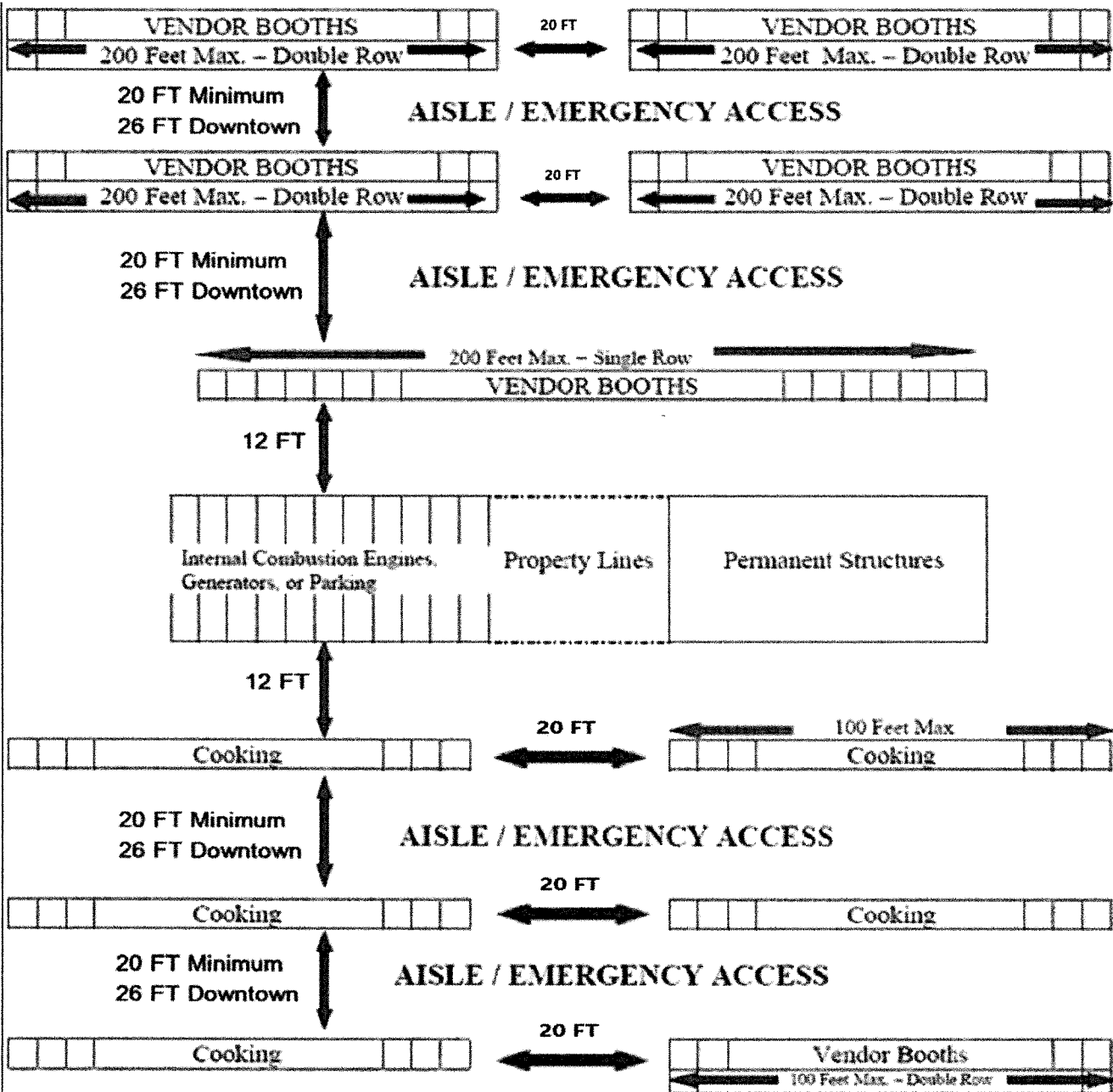
FIRE PREVENTION DIVISION





PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION



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

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

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

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



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

1 Name and home address of the applicant: JAIME GOMEZ 25433 AVE 78, TERRA BELLA, CA 93270

2 Address where amplification equipment is to be used: VETERANS PARK 1501 W HENDERSON

3 Names and addresses of all persons who will use or operate the amplification equipment: JAIME GOMEZ 25433 AVE 78, TERRA BELLA, CA 93270

4 Type of event for which amplification equipment will be used: SPEAKER, MIC

5 Dates and hours of operation of amplification equipment: 02-09-25 10AM-5PM

6 A general description of the sound amplifying equipment to be used: MUSIC/ANNOUNCEMENTS

Section 18-9

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

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

Section 18-14

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

Penal Code Section 415 (2)

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

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

Jaime Gomez
Signature of Applicant

12/12/24
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

12/19/2024
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2024

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 PHONE (A/C, No, Ext): 317-817-5172 E-MAIL ADDRESS: kiwaniscert@hylant.com	FAX (A/C, No): 317-817-5151
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Lexington Insurance Company		19437
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 1101732760 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability 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).

February 9th, 2025, or any future date(s) in the policy term.

Kiwanis Sponsored Vendor Market (Fundraiser)

Located @Veterans Park 1501 W Henderson Ave Porterville CA 93257

Club of Porterville

CERTIFICATE HOLDER

CANCELLATION

City of Porterville Attn: Jasmine Mejia 291 N Main Street Porterville CA 93257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Porterville
Attn: Jasmine Mejia
291 N Main Street
Porterville, CA 932527

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



CITY COUNCIL AGENDA – JANUARY 21, 2025

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 December 17, 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

Item No. 18.

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 Summary Table

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager



DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, **HEREBY DELCARE A LOCAL EMERGENCY** to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. 11 -2023

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE CONFIRMING THE EXISTENCE
OF A LOCAL EMERGENCY

WHEREAS, Chapter 9 of the Porterville Municipal Code of the City of Porterville provides for the ability to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the City of Porterville caused by severe winter storm systems striking California, and in particular the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River that create or will likely create conditions of extreme peril; and

WHEREAS, Mayor Martha A. Flores in conjunction with City Manager John Lollis did declare the existence of a local emergency within the City of Porterville on the 13th day of March, 2023, which is subject to ratification by the City Council within seven (7) days. A copy of said Declaration is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the declaration of the existence of a local emergency; and

BE IT RESOLVED that said local emergency shall be deemed to continue to exist until termination is proclaimed by the City Council of the City of Porterville, State of California.

PASSED, APPROVED AND ADOPTED this 17th day of March, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk



By: Patrice Hildreth, Chief Deputy City Clerk



DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, **HEREBY DELCARE A LOCAL EMERGENCY** to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 17th day of March, 2023.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

By:

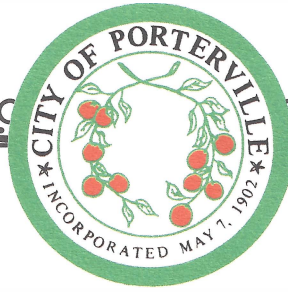
Fernando Gabriel-Moraga, Deputy City Clerk

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



March 16th, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, and the water levels in the Tule River, there is erosion to the bank of the river. An Evacuation order has been issued for all residences, businesses, and structures that are on the south side of Rio Vista Ave with the addresses of **191 Rio Vista Avenue, 201 Rio Vista Avenue, 211 Rio Vista Avenue, 221 Rio Vista Avenue, 231 Rio Vista Avenue, 241 Rio Vista Avenue, and 245 Rio Vista Avenue.**

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should **leave now** before the water causes unsafe conditions for the residence. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at [TulareCounty.CA.gov/emergencies](https://www.tularecounty.ca.gov/emergencies).

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue. Thank you.

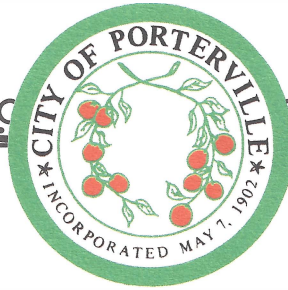
Jake Castellow
Chief of Police

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



March 19, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, there is erosion to the banks of the Tule River.

An **Evacuation Order** has been issued for the north bank and south bank of the Tule River, from Westwood Street, to the Plano bridge, but does not include the south bank from Westwood Street, east to the bridge of State Route 65. This evacuation order does not include permanent structures with a designated address, other than those for which a previous evacuation order has been issued.

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should leave immediately due to the unsafe conditions of the river banks. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at TulareCounty.CA.gov/emergencies.

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue.

Jake Castellow

Chief of Police

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-6-23

WHEREAS on March 1, 2023, March 8, 2023, March 12, 2023, March 14, 2023, and March 28, 2023, I proclaimed a State of Emergency to exist in 47 counties, cumulatively, as a result of a series of ongoing winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS the State has experienced over a dozen atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including what are expected to be record amounts of snow in the Sierra Nevada, in particular in the southern Sierra, and current and forecasted precipitation are expected to add to historic snowpack levels already composed of several million acre-feet of snow water content; and

WHEREAS reservoirs into which the Sierra snowpack runoff would flow are already impacted by runoff, which is expected to greatly exceed available storage capacity in the reservoirs in and around the Tulare Lake Basin and the San Joaquin River Basin, and much of the ground in the area has reached saturation due to the series of ongoing winter storms; and

WHEREAS the Tulare Lake Basin is the terminal point for the Kings, Kaweah, Tule, and Kern Rivers, and several smaller streams, meaning that water from additional expected rains and Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS recent storms have already caused flooding in the Tulare Lake Basin, leading to emergency rescues and evacuation orders in Allensworth, Alpaugh, and other communities in Tulare and Kings Counties, and leading to dozens of levee breaks and local agencies directing strategic cuts to canals and levees to prevent further flooding of communities; and

WHEREAS runoff from the snowpack caused by the winter storms could result in flood conditions in the Tulare Lake Basin resembling those last experienced in the historic floods of 1969 and 1983, following historic snowpacks in those years; and

WHEREAS local flood control districts and other local governments generally have flood control responsibility in the Tulare Lake Basin, but state agencies such as the California Department of Forestry and Fire Protection (CAL FIRE), the California Department of Water Resources, and the Governor's Office of Emergency Services are actively engaged in supporting this local effort, and state agencies will continue to provide technical advice and other resources and support as needed, with a particular priority on protecting the lives and health of local communities; and

WHEREAS stretches of the San Joaquin River have been or are at flood stage this spring, river stages are expected to stay high throughout the spring as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin as well; and

WHEREAS heavy accumulation of snowfall on the roof of Bear Valley Elementary School, located in Alpine County, currently renders instructional space unsafe for use; and

WHEREAS frequent flooding and flood evacuation orders have resulted in school closures and low student attendance in Pajaro Middle School, Hall District Elementary School and Ohlone Elementary, located in Pajaro Valley Unified School District in Santa Cruz County; and

WHEREAS it is critical that displaced students are back in school facilities as quickly as possible to ensure continuity in education; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to respond to and mitigate the effects of these storms; and

WHEREAS on March 9, 2023, I requested a Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by President Joseph R. Biden, Jr.; and

WHEREAS on March 15, 2023, I requested the addition of 9 counties to the existing Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by the President; and

WHEREAS on March 28, 2023, I also requested the President issue a Major Disaster Declaration related to these late winter storms for counties that met the validated damage threshold; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

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

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency shall remain in full force and effect.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake Basin, Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter, are

suspended for activities that meet all of the requirements in Paragraph 3.

3. The suspension created by Paragraph 2 shall apply to floodwater diversion, debris removal, and levee repair and breach in the Tulare Lake Basin, on the condition that the actions cease when the flood conditions have abated to the point there is no longer flooding outside of defined streambeds and levees. Additionally, the suspension created by Paragraph 2 shall apply to floodwater diversion only if all of the following additional conditions are met:
 - a. The diversion of floodwater from the Tulare Lake Basin or rivers or streams flooding the Tulare Lake Basin must occur between March 31, 2023, and August 1, 2023, for flood management purposes.
 - b. For diversions directly from rivers or streams, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
 - c. For diversion of floodwaters in the Tulare Lake Basin (that is, waters no longer contained within a defined streambed or levee), a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures.
 - d. Any water diverted is not diverted to and will not be applied to any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
4. In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspension created by Paragraph 2 should take care, wherever feasible, to protect above-ground infrastructure and drinking water and wastewater infrastructure such as drinking water well field sites, wastewater discharge ponds, and other water resources that are necessary for the protection of human health and the recovery of impacted communities.
5. For purposes of conducting emergency flood preparation and response activities, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public

Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake Basin.

6. To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake Basin, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
7. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake Basin. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.
8. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to use temporary facilities such as the Alpine County Public Library due to extraordinary snowpack on the roof of Bear Valley Elementary School, rendering instructional space unsafe, the requirements of Education Code sections 17280, et seq., 17365, et seq., and Government Code sections 4453 and 14963 are suspended with respect to those temporary facilities. The requirements of the California Building Code (codified in Title 24 of the California Code of Regulations), as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply to these temporary facilities.
9. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to temporarily use buildings, as defined in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 2, section 202), such as the Alpine County Public Library due to extraordinary snowpack on the roof of the Bear Valley Elementary School, rendering instructional space unsafe, local planning and zoning regulations shall be suspended to allow immediate occupancy of such buildings for use as public school facilities. In addition, the requirements of the California Building Code, as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply, except that the requirements

relating to Change of Use or Occupancy Classification in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 1, section 111) shall not trigger immediate code upgrades, and a Certificate of Occupancy shall not be withheld for such immediate and temporary use of the facilities as a public school, as long as such facilities met building code requirements at the time of their construction, are accessible to individuals with disabilities, and are judged safe for use by the local building official.

10. Education Code section 60641 (a) requiring that all pupils be administered academic assessments in mathematics, English language arts, and science, as provided for in Education Code section 60640, is suspended for the 2022-2023 school year for Pajaro Middle School, Hall District Elementary School and Ohlone Elementary School of the Pajaro Valley Unified School District, if a federal waiver is approved by the United States Department of Education.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 31st day
of March 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

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

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-23

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, and May 15, 2023, I proclaimed a State of Emergency to exist in 52 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to further bolster the emergency response to this Late Winter Storms event, particularly in the Tulare Lake Basin that continues to be plagued by historic flooding; and

WHEREAS on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions; and

WHEREAS on March 10, 2023, I issued Executive Order N-4-23 to address evolving drought conditions due to the winter storms and to mitigate flooding by facilitating groundwater recharge; and

WHEREAS due to the complexity of the impacts from over a dozen Atmospheric River events since December 2022, including the accumulation of a record snowpack in the Sierra Nevada that is likely to yield record snowmelt runoff, especially in the Tulare Lake Basin, I previously issued Executive Orders identified herein to respond to and recover from the winter storms, and those orders now require updating in-light of the most recent runoff conditions and the State's more robust and recent modeling of likely flood impacts; and

WHEREAS the Tulare Lake Basin includes portions of Fresno, Kings, Tulare, and Kern counties and is the terminal point for the Kaweah, Tule, and Kern Rivers as well as a portion of the Kings River and several smaller streams, meaning that water from Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin via the James Bypass and Fresno Slough and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin; and

WHEREAS stretches of the San Joaquin River, Chowchilla and Eastside Bypasses, San Joaquin River mainstem and tributaries (Fresno River, Chowchilla River, Merced River, Stanislaus River, and Tuolumne River, hereafter, San Joaquin River Tributaries), and Fresno Slough/James Bypass have been or are at flood stage this spring, river stages are expected to stay high or increase throughout the spring and summer as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Kern River – California Aqueduct Intertie exists to move floodwaters safely from the Kern River into the California Aqueduct, and the Kern River Watermaster on May 10, 2023, requested the use of the Intertie to prevent Kern River floodwater from exacerbating flooding in the Tulare Lake Basin, and state agencies have begun actions to safely enable the diversion of these flood flows; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

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

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect except as modified in this Order.
2. Paragraph 2 of Executive Order N-6-23 is withdrawn and replaced by the following:

To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake or San Joaquin River Basins, the following are suspended for activities that meet the requirements in Paragraph 3.

- a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter; and
 - b. Division 13 (commencing with Section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
3. Paragraph 3 of Executive Order N-6-23 is withdrawn and replaced by the following, except that any diversion in the Tulare Lake Basin that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-6-23 until August 31, 2023:

The suspensions created by Paragraph 2 shall apply to floodwater diversion, floating vegetation and debris removal, and levee repair and breach, in the Tulare Lake or San Joaquin River Basins, on the condition that the actions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.

4. Additionally, the suspensions created by Paragraph 2 shall apply to floodwater diversion only if all the following additional conditions are met:
 - a. Any diversion of floodwaters directly from the (i) Tulare Lake Basin or rivers or streams or bypasses flooding the Tulare Lake Basin or (ii) the San Joaquin River or San Joaquin River tributaries (including Fresno Slough and James Bypass) or San Joaquin River bypasses must occur between March 31, 2023, and August 31, 2023, for flood management purposes.

- b. With respect to diversions of floodwaters directly from rivers or streams or bypasses, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- c. With respect to diversions of floodwaters that are no longer contained within a defined streambed or levee, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures, or are on lands inundated as a result of actions within subparagraph (a).
- d. Any floodwater diverted is not diverted to and will not be applied to:
 - i. Any barn, ponds, or lands to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
 - ii. Any agricultural field where pesticide or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
 - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or
 - iv. Any area that has not been in active irrigated agricultural cultivation within the past three years including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
- e. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species requirements in the Delta at the time of the diversion.
- f. With respect to diversions of floodwaters directly from the San Joaquin River or San Joaquin River Tributaries, the diversion uses:
 - i. either existing diversion infrastructure or temporary pumps;

- ii. no new permanent infrastructure or permanent construction; and
 - iii. simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- 5. Paragraph 4 of Executive Order N-6-23 is withdrawn and replaced by the following:

In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspensions created by Paragraph 2 should, wherever feasible, protect above-ground infrastructure and water sources that are necessary for the protection of human health and the recovery of impacted communities.

- 6. Paragraph 5 of Executive Order N-6-23 is withdrawn and replaced by the following:

For purposes of conducting emergency flood preparation and response activities beyond those provided for in Paragraphs 2 and 3, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake or San Joaquin River Basins.

- 7. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake or San Joaquin River Basins, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.

- 8. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

The limitation for the period of employment for State Personnel Board

emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake or San Joaquin River Basins. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services, but shall not extend beyond the termination date of the State of Emergency.

9. Paragraph 3 of Executive Order N-4-23 is withdrawn and replaced by the following, except that any diversion that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-4-23 until August 31, 2023:

The suspensions created by Paragraph 2 of Executive Order N-4-23 shall apply to diversions of floodwaters as to which all the following conditions are met:

- a. Diversions of floodwaters directly from rivers, streams, or bypasses must occur between March 10, 2023, and August 31, 2023, for flood management and associated groundwater recharge.
- b. Diversions of floodwaters no longer contained within a defined streambed must prevent imminent risk of flooding or relieve flooding pressure from land, roads, or structures, already inundated, including as a result of actions within subparagraph (a).
- c. A local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that waters at or downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- d. The diversions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.
- e. Any floodwater diverted is not diverted to and will not be applied to:
 - i. Any barn, ponds, or lands, to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
 - ii. Any agricultural field where pesticides or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
 - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or

- iv. Any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purpose of groundwater recharge or managed wetlands.
- f. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta (Delta) as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species supporting regulatory requirements in the Delta at the time of the diversion.
- g. The diversion uses:
 - i. Either existing diversion infrastructure or temporary pumps;
 - ii. Existing groundwater recharge locations, where available;
 - iii. No new permanent infrastructure or permanent construction; and
 - iv. Simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- h. The person or entity availing itself of suspensions created by Paragraph 2 of Executive Order N-4-23 files a preliminary report with the Water Board and any applicable Groundwater Sustainability Agency (GSA) or GSAs for the basin, no later than 14 days after initially commencing diversion of flood flows for groundwater recharge, and a final report with the Water Board and any applicable GSA or GSAs for the basin no later than September 15, 2023. The preliminary and final reports required by this subparagraph shall:
 - i. Identify the person or entity utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23;
 - ii. Identify the triggering condition from subparagraph (c) of this paragraph;
 - iii. Provide the GPS coordinates for the point of diversion, a map identifying the approximate area inundated by the flood flows, and the corresponding assessor parcel number(s);
 - iv. Identify the time when diversions of floodwaters to groundwater recharge commenced, and for final reports, when diversions ceased; and
 - v. Provide an estimate, as of the report's date, of the amount of floodwaters diverted utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23.

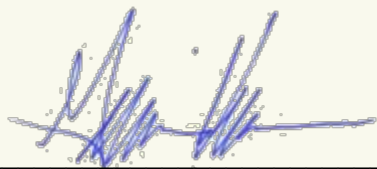
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

10. To mitigate the effects of the Late Winter Storms, including by reducing the risks of local catastrophic flooding in the Tulare Lake Basin, Part 2 (commencing with section 1200) of division 2 of the Water Code, exclusive of section 1225, and regulations adopted pursuant to that part, are suspended for diversions of flood flows into the Kern Intertie and ultimately into the California Aqueduct until August 31, 2023, such that applications and permits for water rights shall not be required for such diversions, nor shall such diversions create new water rights or modify existing water rights, to the extent applications or permits would have been required or water rights would have been affected absent this suspension.
11. The Department of Water Resources and State Water Resources Control Board shall (i) communicate to water systems and others any additional information or actions necessary for those systems and others to monitor and be prepared for the addition of Kern River floodwater in the California Aqueduct, and (ii) collaborate on long-term actions that align water rights and flood response, including actions that maximize in-basin groundwater recharge.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 17th day
of May 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY WEBER, PH.D
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-10-23

WHEREAS the State has experienced over thirty atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including record or near record amounts of snow in the Sierra Nevada; and

WHEREAS on January 4, 2023, I proclaimed a State of Emergency to exist in California as a result of severe winter storms related to an atmospheric river event beginning on December 27, 2022; and

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, May 15, and June 16, 2023, I proclaimed a State of Emergency to exist in 53 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions, and on February 13, 2023, I issued Executive Order N-3-23 and on March 10, 2023, I issued Executive Order N-4-23, to address evolving drought conditions due to the 2022-2023 Winter Storm Events and mitigate flooding by facilitating groundwater recharge; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to bolster the emergency response to the 2022-2023 Winter Storm Events, particularly in the Tulare Lake Basin that continues to be affected by historic flooding; and

WHEREAS on May 17, 2023, and on June 16, 2023, I issued Executive Order N-7-23 and N-9-23, respectively, to further bolster the emergency response to the 2022-2023 Winter Storm Events, in both the San Joaquin River and the Tulare Lake Basins; and

WHEREAS there remains a need for removal of floating vegetation and debris throughout impacted counties, including stretches of the Salinas River mainstem and tributaries, stretches of the Pajaro River mainstream and tributaries, and coastal streams along the Central Coast region from Santa Cruz County to Ventura County, and that removal must expeditiously occur before the next rainy season begins in fall 2023 in order to mitigate the risk of additional flooding and allow for continued recovery efforts; and

WHEREAS emergency repairs, debris removal, sediment removal, and vegetation management within waters of the United States are subject to federal approvals from the U.S. Army Corps of Engineers pursuant to section 404 of the federal Clean Water Act (33 U.S.C. § 1344), and the State Water Resources Control Board (Water Board) has previously issued state water quality certifications corresponding to the Corps Regional General Permits 8, 5, or 63 for Repair and Protection Activities in Emergency Situations and the Nationwide Permit 3 for Maintenance Part (a) for repair, rehabilitation, or replacement of structure of fill (collectively Emergency or Repair Corps Orders), which provide a

pathway for emergency activities in many instances (hereinafter referred to as Water Board Emergency or Repair 401 Certification Orders); and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of the 2022-2023 Winter Storm Events.

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

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect, except as modified or withdrawn in subsequent proclamations and orders.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding, with respect to activities that take place in the San Joaquin River and tributaries, the Tulare Lake Basin and tributaries, including, but not limited to, the Kings, Tule, Kaweah, and Kern Rivers, the Salinas River and tributaries, the Pajaro River and tributaries, and other coastal streams between the Pajaro River (Santa Cruz/Monterey/San Benito Counties), to and including the Ventura River (Santa Barbara/Ventura County), but excluding tributaries to such other coastal streams, the following are suspended, subject to the conditions in Paragraphs 3 and 4, as applicable:
 - a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter.
 - b. Certain statutes, rules, and requirements applicable to activities under the jurisdiction of the Water Board and the California Regional Water Quality Control Boards (Regional Water Boards) as follows:
 - i. For an activity in a water of the United States that receives an authorization by the U.S. Army Corps of Engineers pursuant to section 404 of the Clean Water Act, any enrollment criteria that may limit the permitting of the activity under a Water Board Emergency or Repair 401 Certification Order, including criteria limiting the scope to only the Emergency or Repair Corps Orders, conditioned on compliance with all other provisions set forth in the relevant Water Board Emergency or Repair 401 Certification Order.

- ii. For an activity not covered by paragraph 2.b.i, sections 13260 and 13263 of the Water Code, and regulations adopted pursuant to those sections.
 - c. Division 13 (commencing with section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
- 3. The suspensions in Paragraph 2 apply only to (i) the repair or replacement of existing levees, weirs, and other conveyance and flood-control infrastructure, (ii) debris removal, (iii) sediment removal, and (iv) vegetation management, provided that the activity meets all of the following conditions, as applicable:
 - a. The activity is necessary to respond to conditions caused by the 2022-2023 Winter Storm Events and is necessary to avoid future damage from high streamflow events in the upcoming rainy season.
 - b. Removal of sediment or vegetation or both serves to either reestablish a functional low flow channel or reestablish channel capacity, or clear sediment and debris from the river channel near structures such as bridges.
 - c. Removal of sediment or vegetation or both is carried out in a manner that (i) does not involve excavation resulting in the establishment of a new low flow channel that did not exist prior to the 2022-2023 Winter Storm Events, (ii) maintains the natural contour of the stream, (iii) maintains the downstream slope of the stream flow line, and (iv) does not impede fish passage or cause fish stranding.
 - d. Removal of sediment or vegetation or both is limited to portions of the channel that are dry.
 - e. No more than 30% of the total native vegetation within the stream channel and bank is removed from each river mile.
 - f. Levees are either set back from their previous location (increasing channel capacity) or are rebuilt as configured prior to the 2022-2023 Winter Storm Events.
 - g. The activity does not involve disposal or placement of flood-delivered sediments into waters of the state or at locations or in a manner where sediments may be washed into waters of the state by rainfall or runoff.
 - h. The activity minimizes impacts to beneficial uses of the water body.
 - i. The activity is completed by November 1, 2023.
- 4. The suspensions in Paragraph 2.b.ii apply only if the activity meets all of the following further conditions:

- a. The project proponent shall provide notice to the appropriate Regional Water Board as early as possible, and no less than forty- eight (48) hours prior to initiating the project, that includes the scope and location of the activity, a description of the infrastructure, debris, sediment, and vegetation conditions relevant to the activity, with representative photos, and, as applicable, a description of how the activity serves to establish a functional low flow channel or reestablish channel capacity.
- b. Following any accidental discharge of a reportable quantity of a hazardous material (as defined in Health and Safety Code section 25501), sewage, or an unknown material, the project proponent shall follow the notification and reporting procedures set forth in condition A.3.c of Water Quality Order No. 2019-0044-Exec Clean Water Act Section 401 Water Quality Certification and Order.
- c. The activity shall be undertaken so as to avoid causing a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters, as adopted in any applicable Regional Water Board or Water Board water quality control plan or state policy for water quality control, but in the event of a violation of water quality standards, the project proponent shall eliminate the source of any such discharge as soon as practicable. Water diversion activities must not result in the degradation of beneficial uses or exceedances of water quality objectives of any of the receiving waters. Any temporary dam or other constructed obstruction must only be built from materials that will cause little or no siltation (e.g., clean gravel). Normal flows must be restored to the affected water immediately upon completion of work at that location.
- d. If there is a violation of a water quality standard, the project proponent shall notify the applicable Regional Water Board of any event causing a violation of compliance with water quality standards. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means. This notification must be followed within three (3) working days by submission of a written report that includes the cause of the violation; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results.
- e. If surface water is present, the project proponent shall conduct continuous visual surface water monitoring to detect accidental discharge of construction-related pollutants (e.g., oil and grease, turbidity plume, or uncured concrete).

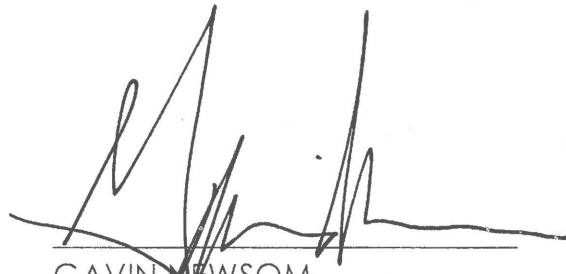
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation or other environmentally sensitive solutions are used.
 - g. The project proponent shall implement effective best management practices to control erosion and runoff from areas associated with the activity, including access roads. All areas of temporary impacts and all other areas of temporary disturbance that could result in a discharge or a threatened discharge to waters of the U.S. and/or state must be restored. Restoration must include grading of disturbed areas to pre-project contours and revegetation with native species.
 - h. Notification of completion, including representative photos showing completion, shall be submitted to the appropriate Regional Water Board within 30 days of completion of the activity.
- 5. To support adequate state staffing for all state agencies assigned response and/or recovery role related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County), consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the damage from the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
- 6. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). The requirements

and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of August 2023.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', is written over a horizontal line.

GAVIN NEWSOM
Governor of California

ATTEST:

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



FEMA

Congressional Affairs Division
202-646-4500

STATE OF CALIFORNIA

FEDERAL DISASTER DECLARATION FACT SHEET

APRIL 3, 2023

Today, April 3, 2023, President Joseph R. Biden Jr., granted a Major Disaster Declaration for the State of California triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides that occurred February 21, 2023, and continuing. Details of the disaster declaration and assistance programs are as follows:

Declaration Number:	FEMA-4699-DR
Incident:	Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides
Incident Period:	February 21, 2023, and continuing
Federal Coordinating Officer:	Andrew F. Grant National FCO Program
Individual Assistance (IA):	(Assistance to individuals and households):
IA-Designated Counties:	Kern, Mariposa, Monterey, San Benito, Santa Cruz, Tulare, and Tuolumne Counties.
Public Assistance (PA):	(Assistance for emergency work and the repair or replacement of disaster-damaged facilities):
PA-Designated Counties:	Calaveras, Los Angeles, Monterey, and Tulare Counties.
Hazard Mitigation (HM):	(Assistance for actions taken to prevent or reduce long term risk to life and property from natural hazards):

HM-Designated Areas:

All areas in the State of California are eligible to apply for assistance under the Hazard Mitigation Grant Program.

OTHER:

Additional designations may be made at a later date if requested by the state and warranted by the results of further damage assessments.

###



LICENSE NUMBER	1221
----------------	------

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

//

//

//

//

//

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
----------------	------

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

[Return to top](#)

Disasters & Assistance

Grants

Floods & Maps

Emergency Management

About

Work With Us



FEMA

[Contact FEMA](#)



FEMA.gov

An official website of the U.S. Department of Homeland Security

[Accessibility](#)

[Accountability](#)

[Careers](#)

[Civil Rights](#)

[Contact Us](#)

[FOIA](#)

[Glossary](#)

[No FEAR Act](#)

[Plug-Ins](#)

[Privacy](#)

[Report Disaster Fraud](#)

[Website Information](#)

[DHS.gov](#)

[USA.gov](#)

[Inspector General](#)

**National
Terrorism
Advisory
System**

RESOLUTION NO. 15 -2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE
CATASTROPHIC / EMERGENCY RESERVE FOR THE COSTS ASSOCIATED
WITH THE RESPONSE TO THE LOCAL FLOOD EMERGENCY**

WHEREAS: Pursuant to Chapter 9 of the Porterville Municipal Code, Mayor Martha A. Flores declared the existence of a local emergency within the City of Porterville on March 13, 2023 due to the threat to life and property caused by a series of storms impacting Success Lake significantly increasing the Tule River flows; and

WHEREAS: Flood water and water from Success Lake had caused evacuation warnings and mandatory evacuation orders in the month of March for some local residents; and

WHEREAS: Historic water levels and flows of the Tule River have caused erosion to the river banks, prompting City staff to take extraordinary measures to protect the riverbanks and avoid potentially catastrophic flooding;

WHEREAS: The significant threat of local flooding emergency continues to exist with the estimated snow pack in the Sierra Nevada mountains of more than three hundred percent (300%) of normal and the potential for a warm storm or heat wave this Spring; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.2, established the Catastrophic / Emergency Reserve Fund for the purpose of providing funds to mitigate costs associated with unforeseen emergencies, including natural disasters or catastrophic events;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the local flood emergency is an unforeseen and unavoidable event that require the expenditure of City resources beyond those provided for in the annual budget; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of funds from the Catastrophic / Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services, and other necessary expenditures; and
3. That the City Council authorize the replacement of funds from any grant funds that may be used to reimburse said costs.

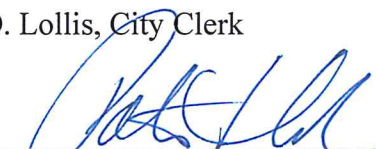
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 4th day of April, 2023.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

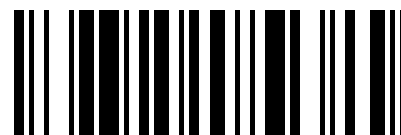
By: 
Fernando Gabriel-Moraga, Deputy City Clerk

Invoice

Calwen Inc. dba Rescue Source & Rescue 3 Intl

Calwen Inc. dba Rescue Source & Rescue 3
P.O. Box 1050
Wilton, CA 95693
Phone: 916-687-6556
Fax: 916-687-6717
Email: info@rescuesource.com

Order #	Date
131282	03/20/2023



Bill To:
PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257 Phone: 559-782-7526 Email: jrodriguez@ci.porterville.ca.us
Customer: PORTERVILLE FIRE DEPARTMENT

Ship To:
PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257
Contact: JANIE RODRIGUEZ PO Number: 23-22733

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
MELISSA	NET 30	Origin	UPS Next Day Air		03/20/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Kit	KT2210	PFD TYPE V PACKAGE	\$250.00	20 ea	\$ 5,000.00
2	Sale	PF4026R	NRS 2022 RAPID RESCUER RED	\$0.00	20 ea	\$ 0.00
3	Sale	KN2556OR	NRS PILOT KNIFE ORANGE	\$0.00	20 ea	\$ 0.00
4	Sale	WH7905	WHISTLE-RESCUE 3 LOGO WITH COIL	\$0.00	20 ea	\$ 0.00
5	Sale	HL7050HVL/XL	RQ3 STORM PRO HELMET HI VIS LARGE/XLARGE	\$32.00	20 ea	\$ 640.00
6	Shipping	Freight	Freight Out	\$256.00	1 ea	\$ 256.00
7	Sale	Tax Expense	Tax Expense	\$521.70	1 ea	\$ 521.70

Subtotal:	\$6,417.70
Sales Tax:	\$0.00
Total:	\$6,417.70

Thank you for your order.
If you have any questions please call 800-457-3728
or e-mail info@rescuesource.com.

Royal Restrooms

A Regal Portable Restroom Experience

INVOICE # 04-12-2023

BILL TO: Portable Restrooms

dmoore@ci.porterville.ca.us

(559) 782-7539

Livermore, Ca 94551

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

TOTAL



INVOICE

24/7 Emergency 800-742-7246
www.rainforrent.com

Rain For Rent
Bakersfield
4001 State Rd
Bakersfield CA 93308
United States
661-399-1724

Your sales person	REMIT PAYMENTS TO:
JESSE PINTOR	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1169502 CUSTOMER CITY OF PORTERVILLE CUSTOMER # 112354 NAME CITY OF PORTERVILLE ADDRESS 291 N MAIN ST PORTERVILLE CA 93257 PHONE	INVOICE# 1854595	INVOICE DATE 3/30/2023	PO or JOB# 23-22734	PAYMENT DUE 4/29/2023
PLEASE PAY				\$77,396.67
SHIPPED TO JOBSITE:				
NAME CITY OF PORTERVILLE ADDRESS Corporation Yard 555 N Prospect St Porterville CA 93257 PHONE				

Notes:

Requested by: Michael Knight
PO Number: 23-22734

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Pump BA150E D285 Tlr Mt Diesel Eng Hatz 4H50TIC	1022734		SALES		0.00	\$65,685.06	\$65,685.06	Y
1.00	EA	Shipping/Handling Freight	M240			SERVICES	0.00	\$5,158.57	\$5,158.57	Y

TOTAL SALES:	\$65,685.06
TOTAL RENTALS:	\$0.00
TOTAL SERVICES:	\$5,158.57
TOTAL OTHER:	\$0.00
SUBTOTAL:	\$70,843.63
TAX:	\$6,553.04

TOTAL:	\$77,396.67
---------------	--------------------

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept
all terms, conditions and provisions hereof upon execution of this agreement;
ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____

Mike Clark Trucking
19385 Avenue 144
Porterville, CA 93257 US
+1 5597845486
mct3desk1@yahoo.com



INVOICE

BILL TO

City of Porterville
Street Superintendent, Field
Service Div.
555 N. Prospect
Porterville, Ca 93257

INVOICE # 2637**DATE** 03/23/2023**DUE DATE** 04/25/2023**TERMS** Net 30

DATE	FREIGHT	ACTIVITY	FREIGHT BILL	RATE	AMOUNT
03/23/2023	8.80	Super 10	7383117 - Luque	120.00	1,056.00
03/23/2023	9.70	Super 10	7383219 - Luque	120.00	1,164.00
03/23/2023	9.70	Super 10	7383046 - Luque	120.00	1,164.00
03/23/2023	9.80	Super 10	8432857 - Luque	120.00	1,176.00
03/23/2023	7.30	Super 10	9281272 - Luque	120.00	876.00

Thank you for your business!

SUBTOTAL	5,436.00
TAX	0.00
TOTAL	5,436.00
BALANCE DUE	\$5,436.00

A finance charge of 1.5% monthly/18% annually will be charged on accounts over 30 days past due. In the event a suit is brought to enforce collection, the customer shall be liable for responsible attorneys fees and costs of the suit.



Name of person in charge: Amy Greybehl

Event Date: Start 5/5/23 month to month Price Per Guard: _____

Event Time: 8pm-8am How many guests: open

(Overtime is billed at \$35 per hour) _____ Invite Only: Y/N

Event Location: 29 ~~44~~ Plano St

City: Porterville State: CA

Zip: 93257 Special Instructions/ Directions for Event:

2 guards, check-in Guest by 8pm, lock gates, lights off by 10pm.

Balance Due for guaranteed hours \$: 18,000 - updated

Third Party Information- Please Print Clearly

Financially Responsible Party (Client):

City of Porterville - Army National Guard

Clients Contact Phone

Number: 559-782-7521

Client Email

Address: agreybehl@ci.porterville.ca.us

Clients Home

Address: City

City: Porterville State: CA Zip: 93257

Wedding/Prom/ Anniversary? Other: _____

Payment Information:

The parties have read all pages of this Agreement & the attached Terms and Conditions, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement and Terms & Conditions. Each person signing as the Client below shall be responsible for ensuring that full payment is made as stated in this document. Client agrees that a 30% non-refundable retainer will be due immediately to reserve date and time as listed on contract.

Venmo: _____ @Chris-Morton-80 Zelle: _____ (559)756-4570

Cashapp: _____ \$maddym90 Check: X* Cash: _____

*Payment to be issued upon completion of a City of Porterville Business License Application

Client Initials: AG

Date: 5/5/23

You are a valued customer of Topknotch Security INC, and we want you to enjoy our guards' services. To ensure that the integrity of our officers is maintained for you and all of our customers, the following Terms & Conditions apply to all services provided by Topknotch Security INC, under all circumstances and without exception.

The purchaser (client) on the front of this contract is 100% responsible for his or her guests.

Topknotch Security INC will strictly enforce State and Federal Laws and will maintain a zero-tolerance compliance policy that no alcoholic beverages can be consumed or used by any person not of legal drinking age. All U.S. law enforcement agencies have absolute power to stop any event for administrative search. If contraband is found, even in negligible quantities without the officers knowledge, they can seize and forfeit the contraband to a local government agency. All law enforcement agencies are aggressively enforcing this policy.

Topknotch Security INC will not be responsible for injuries that may occur due to fighting while the event is ongoing. Topknotch Security INC will do their best to defuse any situation verbally, if Topknotch Security INC feels as if our officers cannot control the situation, we will be forced to contact the local law enforcement.

At the officer's discretion, the Client agrees to be fully liable for any damages / charges that may be incurred.

The Client accepts full responsibility for any and all damage, and for any loss of income due to negligence or carelessness caused by any member of the client's group at any time during the event. The Client authorizes Topknotch Security INC to charge for the expenses regardless of and in addition to any prior agreements or understandings. These charges are necessary due to the high cost of insurance, health insurance, uniforms, and due to the revenue and time lost during the time that the officer cannot work.

Please initial here to acknowledge the charges should any damages occur. AG

- Topknotch Security INC recommends that all and any personal valuables be removed from the vehicle when unattended. We will not be held responsible for any lost, stolen, or damaged articles.

- Topknotch Security INC reserves the right to terminate this or any other contract for noncompliance of the above requests, especially if responsible party does not follow Topknotch Security INC, requests to obey the rules in this contract.

Any deposits (cash, checks or course of payment) will be non-refundable for any reason, if any cancellation occurs from the responsible party's side. If for any reason the local law enforcements shuts the event down for any reasons, payment is non-refundable. The open balance is due immediately the day before the agreed job. The renter authorizes the immediate 30% non-refundable retainer & the final payment, states that she/he is the authorized purchaser for this rental contract, the authorized party for the given payment, responsible and liable for payment of the total amount, per cash or other payments. As with all contracts, the rental contract between the mentioned person as renter (Client) and Topknotch Security INC is made with the information and the terms given to us. I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract.

Client Initials: AG Date 5/5/23

All of the given information from the Client is binding and cannot be changed without Topknotch Security INC acceptance. If the contract is cancelled after it is signed, Topknotch Security INC is still authorized to collect the remaining balance in full, if the officers does not go out again on the cancelled date for the same or higher amount. We will reserve the set date upon the approval of the purchaser's preferred payment as per telephone conversation. The responsible party gives authorization to use the payment information over the phone / fax / Internet in combination with a signed contract. It is agreed that it is not necessary to obtain a signed slip, as the reservation is made over the phone / fax / Internet. Proof of identity of the purchaser using said credit card must be supported by the signed contract or in person. At time of event we need the full payment, state identification of the purchaser that authorizes the transaction for the signed contract. If the purchaser cannot provide all of the above items at the time of event, Topknotch Security INC will not start the job, as we have no proof of the legal possession of payment. Therefore the risk of not getting paid will give us the right to cancel. The purchaser is still fully responsible to pay the total amount as he failed to provide the above requirements.

Topknotch Security INC cannot guarantee the availability of overtime. It is of particular importance that the purchaser makes allowances for anticipated delays and adheres to the agreed time schedule. In the event that the purchaser wants to change the time of the itinerary, they may do so, only if Topknotch Security INC can accommodate other clients that booked with Topknotch Security INC prior to or after the said time. The purchaser further agrees to pay additional charges incurred such as overtime and or more officers. The overtime will be billed by hourly rate at \$35.00 per hour, unless negotiated otherwise. If customer fails to cancel at the last minute, the full amount of contracted time will be charged.

The purchaser authorizes Topknotch Security INC to charge any additional charges after they have rendered services to the purchasers' as supplemental charge. If cash payment is selected, the payment is due no later than the close of the next business day in full. Customer agrees to have Topknotch Security INC get an authorization for the above course of payment and amount, for the event stated above.

If any payment due hereunder is unpaid (10) ten days after the due date, hereon Topknotch Security INC will have the right to add and collect late charges with interest at the maximum rate allowed by law. All such sums are due and owing with any other expenses, (filing fees, court cost, and reasonable attorney fees, etc.)

I fully understand and agree to everything stated in the contract and the Terms & Conditions. If, for any reasons, I am not fully satisfied with the services I receive, I have 24 hours after the completion of the job to file a complaint in writing. If Topknotch Security INC, does not receive my written complaint in the above stated timeframe, I agree that there is no valid complaint, and I am fully satisfied with the services I received. Filing a written complaint insures both parties that it is fully understood what the problem was and will help Topknotch Security INC to assist the responsible parties in any kind of resolution to the complaint. The purchaser will be contacted within a week of the complaint to settle the matter. I understand that this is a separate case from the main contract and therefore have no dispute in general against Topknotch Security INC and the payment I authorized.

Since Topknotch Security INC offers high-tech-equipment, sometimes heat and excessive use of all power-operated equipment might be subject to having more breaks for our officers. This will, of course, not interfere with the safety of the party itself and therefore will have no effect on continuing or paying of the contracted event. Topknotch Security INC guarantees that all our officers are constantly trained to keep the highest possible standards and eliminate such failures as much as possible. We have the right to add more officers in case of emergency or the event is getting bigger than contracted. As stated, this will only happen in emergencies, and to upgrade, never downgrade. If the upgrade is needed, Topknotch Security INC gives the customer the right to downsize the event and receive additional charges. Additional charges will occur on the customer's side if an upgrade is made. Topknotch Security INC will notify the responsible party if more officers and hours are needed, as well as how much more the cost will be.

If any of our above guarantees or contracted terms cannot be met due to conditions outside of our control, including weather, accidents, and any other acts of incidents, we will use our best efforts to notify the customer of these conditions and resulting delays or changes.

I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract and the Terms & Conditions.

Client Signature Amy Graybehl Date 5/5/23
Topknotch Security Representative Signature Madeline M. Foster Date 5/3/25

ADDITIONAL REMARKS:

- 1 officer roaming & 1 officer checking in guest
- Roaming grounds and making sure lights out at 10 pm
- Making sure no guest leave after 8pm
- Roaming the whole grounds and the animals



SECURITY SERVICES AGREEMENT

AGREEMENT PREPARED FOR: **City of Porterville: Shelter**
July 15, 2023



Good Guard Security, Inc.

21622 Plummer St, Suite 200, Chatsworth, CA 91311

1-800-651-0491 ext 1061

info@goodguardsecurity.com

www.GoodGuardSecurity.com

SERVICE DETAILS

Client Service Address:	29 N Plano St, Porterville, CA 93257
Client Billing Address:	29 N Plano St, Porterville, CA 93257
Service Hours:	7 Day(s) / 07:30 PM - 08:30 AM / 13 Hours / Monday - Sunday
Location Contact & Telephone Number:	Amy Graybehl 559-782-7521
Email:	agraybehl@ci.porterville.ca.us
Rate (U.S. Dollars):	\$28.95 (Per Hour Per Guard)
Holiday Rate	\$43.45 (Per Hour Per Guard)
Service Commencement Date:	07/17/2023 @ 07:30 PM
Payment Terms:	Bi-weekly
Permanent/Temporary:	Permanent 3 Month Minimum (30 Day Cancellation Notice)
Uniform:	Professional Security Uniform
Additional Charges:	N/a
Security Service Description:	2 Professional Unarmed Guard(s) 1 Guard will be intaking clients and the other guard will be patrolling the facility. Note: Providing a visual deterrent to any outside danger. Security officers will make sure there isn't anyone vandalizing the premises, or trying to break into the property. Loss prevention.

This SECURITY SERVICES AGREEMENT ("Agreement") is entered into upon mutual execution hereof by and between GOOD GUARD SECURITY, a California corporation, Private Patrol Operator (PPO) License #120362 (hereinafter, "Company") and **City of Porterville** (hereinafter, "Client"), with respect to the following:

- RATES:** Service Rates are subject to adjustment for any change in any law, causing a change in work hours, wage rates, working conditions or other costs to Company.
- PAYMENT:** Invoices will be submitted either bi-weekly or monthly, upon mutual agreement between Company and Client, and are payable on receipt at the address on the invoice. A late charge of 1 ½ % per month will be added to balances not paid within seven days.
- EMPLOYEES:** (a) Personnel supplied by Company are its employees and not Client's. Company is solely responsible for social security, unemployment and similar taxes applicable to its employees.
(b) Company is a Federal Government Contractor and complies with Executive Order 11246, as amended: Section 503 of the Rehabilitation Act of 1973, as amended: Section 402 of Vietnam era Veterans' Readjustment Assistance Act of 1974 and related regulations. Company's employees will be assigned without regard to race, color, creed, sex, and national origin, handicap conditions that do not impair job performance or veteran status.
(c) Client may reasonably remove any employee assigned provided such removal is not in violation of law. In the event any employee is removed at Client's request, Client agrees to indemnify and hold Company harmless from any claims, demands, liabilities, judgments, losses, suits, damages, fines, penalties, and expenses including reasonable attorney's fees and defense costs (hereinafter collectively "Claim(s)") that may arise there from.
- OVERTIME:** Overtime rates shall apply to work on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas; work on any additional holidays listed and any extra hours exceeding 8-hours a day or 40-hours per week. Coverage for labor disputes, civil disorders or natural disaster, or special assignment or agreement is not included except as described in the Service Rate Classification. Additional overtime rates shall not apply to situations where an employee of Company already on-duty covers hours for a "called-off" employee and thus works over 8-hours in his/her shift.
- PROPERTY/EQUIPMENT:** All property and equipment furnished by Company for performance of its services under this Agreement, regardless of whether portable or stationary, shall be considered the personal property of Company, and shall remain the personal property of Company after termination of this Agreement. Upon the termination of this Agreement, the Company shall have reasonable access and time to remove its property from Client's property. Client shall not be responsible for any of Company's personal property which is stolen, damaged or missing from the property in the absence of Company's supervision.
- KEYS/ACCESS:** Company shall not be provided a master key (or its equivalent) to the property or any portion thereof, except for such location(s) that are to be exclusively used by Company's guards or other personnel. Notwithstanding anything to the contrary in this Agreement, Company shall not be responsible for any damages including, without limitation, any costs incurred in re-keying or changing locks caused by the loss or theft of such key(s).
- NON-COMPETITION:** Client, its affiliates, agents, and other related persons or entities hereby agree not to hire any Company staff, employees, or personnel for a period of at least one (1) year after such person has terminated his/her employment with Company. Client further agrees not to prepare to engage in competition with Company, solicit,

divert, poach, or encourage any of the Company staff, employees, or personnel to stop working with Company, or to solicit, divert, poach, encourage, or facilitate them to work with Client, any affiliate of Client, or any related person or entity of Client. Client recognizes that Company has a significant investment in the recruitment and training of its employees and guards to be providing services under this Agreement, and that these personnel are a valuable asset to Company. As it is impractical and extremely difficult to fix the actual damages which may result from the loss of such employees and guards, Client agrees that if Client (or its affiliates, agents, and other related persons or entities) is in breach of this section of the Agreement, then Client shall be required to pay to Company for each such employee (or former employee employed by Company) the sum of \$7,500.00. Such fee is expressly agreed to be considered liquidated damages, and not a penalty.

8. **LIABILITY AND INDEMNITIES:** (a) Client agrees that Company is not an insurer and that the amounts payable hereunder are based upon the value of service offered and not the value of Client's interests being protected or the property of Client or others located on Client's premises. Accordingly, Company undertakes no liability to Client and makes no representation, express or implied, that its service will prevent occurrences or their consequences, which result in loss or damage. (b) Client agrees that Company shall not be liable for any claims incurred or asserted by Client, irrespective of origin, to persons or property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this agreement or by negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (c) The services provided under this Agreement are solely for the benefit of Client and neither this Agreement nor any services rendered hereunder confer any rights on any other party as a third-party beneficiary or otherwise and Client agrees to indemnify and hold Company harmless from and against any claims made by a third party(s), including, but not limited to, injury, death or damage or loss of property, arising from the negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (d) If, at Client's request, Company employees undertake duties or are requested to use equipment or vehicles other than as agreed to in writing by Company, Client shall be solely responsible for and shall indemnify and hold Company harmless from and against any claims arising there from, including, but not limited to, claims arising from the negligent acts or omissions including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (e) Client hereby waives any and all rights of subrogation that any insurer of Client may have against Company. (f) Where Company is entitled to indemnification, Company shall have the right to tender defense of the claim to Client.
9. **FORCE MAJEURE:** The obligations of Company hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, or events beyond Company's reasonable economic control.
10. **HAZARDOUS OR DEFECTIVE CONDITIONS/MATERIALS:** (a) Client agrees that it will comply with OSHA Hazard Communication Standards and will indemnify and hold Company harmless from all claims, including injuries to Company's employees arising out of a condition existing at Client's premises or Client's violation of any safety or health related law or regulation. (b) Client further agrees to: (1) make available to Company the Material Safety Data Sheet for each hazardous chemical to which Company's employees may be exposed at Client's premises; (2) inform company of (A) precautionary measures that need to be taken to protect Company's employees and (B) Client's hazardous material labeling system.
11. **INSURANCE:** Client agrees to assume all risk of loss or damage to its premises, business and property of others on Client's premises occurring as a result of fire, theft or other casualty and Client agrees that it will maintain insurance to fully protect Client against such loss or damage. Accordingly, Client waives its right of recovery against Company of any such loss or damage, however caused.
12. **TERMINATION OF SERVICES:** Except as otherwise provided in this Agreement, this Agreement may be terminated for non-performance by either party, provided that such party has given the others reasonable time to correct any instances of such non- performance. If either party fails to correct such non-performance, the Agreement may be terminated, provided that such party has given the others at least thirty (30) days advance written notice of such intention. Notwithstanding the foregoing and for all other intentions, termination of services by Client must be preceded by at least thirty (30) days advance written notice of such intention to terminate services. Minimum 3-Month Service Agreement from start date.
13. **ENTIRE AGREEMENT AND INTERPRETATION:** This Agreement constitutes the entire agreement and understanding between the parties, and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect. This Agreement shall be governed under the law of the State of its performance and if any provision shall conflict therewith, such provision shall be interpreted to remove such conflict, so that this Agreement and all its other provisions shall remain in full force and effect.
14. **DEFAULT:** Company may terminate this Agreement immediately and exercise such other rights and remedies as permitted by law, if Client fails to pay any amount when due or if any proceeding is commenced or threatened by or against Client under the Bankruptcy Code or any other Debtor's law, or if Client makes or threatens to make an assignment for the benefit of creditors.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed this Agreement as of the date first above written:

By GOOD GUARD SECURITY:

Brady Osorto

(Authorized Representative Signature)

Brady Osorto / Business Development Manager

(Print Name & Title)

By CLIENT:

(Authorized Representative Signature)

(Print Name & Title)

CHAPTER 9

CIVIL DEFENSE AND DISASTER

SECTION:

9-1: Purpose Of Chapter

9-2: Definitions

9-3: Emergency Council

9-4: Officers Of Emergency Council

9-5: Emergency Council Meetings

9-6: Duties Of Emergency Council

9-7: Powers Of Chairman Of Emergency Council

9-8: Exercises Or Drills

9-9: Acts Authorized Under Certain Conditions

9-10: Emergency Services Coordinator

9-11: Powers And Duties Of Coordinator

9-12: Emergency Powers Of Coordinator

9-13: Emergency Services Organization

9-14: Functions And Duties Of Emergency Service Organization

9-15: Acts Unlawful During Disasters

9-16: Penalty For Violation Of Chapter

9-1: PURPOSE OF CHAPTER:

The purposes of this chapter are to provide for the preparation and carrying out of plans for disaster and emergency services, the protection of persons and property within the city of Porterville in the event of a disaster, and to provide for the coordination of the disaster and emergency functions of the city with all other affected persons and agencies, both public and private. Any expenditures made in connection with such disaster or emergency services, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property in the city. (Ord. 987 § A, 10-6-1970)

9-2: DEFINITIONS:

Except where the context otherwise requires, the following definitions shall govern the construction of this chapter:

DISASTER: Actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic, riot, earthquake or other public calamity. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES: The preparation for carrying out disaster functions, other than functions for which military forces are primarily responsible, and to prevent, minimize and repair injury and damage resulting from disasters. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES OFFICE: The physical facilities constituting the Tulare operational area's primary emergency operating center, and the necessary staff and personnel to operate such facilities on a day to day or disaster emergency basis.

TULARE OPERATIONAL AREA: The unincorporated area of the county, and the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake. (Ord. 987 § A, 10-6-1970)

9-3: EMERGENCY COUNCIL:

The emergency council of the Tulare operational area is hereby created and shall consist of the following members:

A. The chairman of the board of supervisors of the county. Said board of supervisors shall appoint an additional member of said board to serve as an alternate member of the emergency council when the chairman is absent from the county or is not immediately available to perform his duties.

B. The mayors of the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake, or alternates appointed by the respective city councils.

C. Two (2) persons residing in the unincorporated area of the county who shall be appointed by the other members of the emergency council.

D. The emergency services coordinator of the county, who shall be an ex officio member and who shall not be entitled to a vote at the meetings of the emergency council. (Ord. 987 § A, 10-6-1970)

9-4: OFFICERS OF EMERGENCY COUNCIL:

The officers of the emergency council shall be a chairman, and such other officers as the council may deem necessary. The chairman of the board of supervisors shall serve as chairman of the council. When he is absent from the county or is not immediately available to perform his duties, the other member of the board of supervisors who is a member of the council shall serve as chairman. (Ord. 987 § A, 10-6-1970)

9-5: EMERGENCY COUNCIL MEETINGS:

The emergency council may hold regular meetings at a time and place established by the council. Special meetings of the council shall be called in accordance with section 54950 et seq., of the Government Code of the state of California. Special meetings may be called by the chairman or the alternate chairman designated pursuant to section 9-4 of this chapter. The council shall meet at least four (4) times each year. The council shall have the power to adopt rules and regulations governing the conduct of its meetings. (Ord. 987 § A, 10-6-1970)

9-6: DUTIES OF EMERGENCY COUNCIL:

It shall be the duty of the emergency council to review and recommend for adoption by the board of supervisors and the respective city councils, disaster and mutual aid plans and agreements, and such ordinances, resolutions, rules, regulations and budgets as are necessary to implement such plans and agreements. (Ord. 987 § A, 10-6-1970)

9-7: POWERS OF CHAIRMAN OF EMERGENCY COUNCIL:

The chairman of the emergency council is hereby empowered to perform the following acts:

A. Serve as the emergency services director of the Tulare operational area.

B. Request the city council of the city of Porterville to proclaim the existence or threatened existence of a local emergency and the termination thereof, if the city council is in session, or to issue such a proclamation if the city council is not in session, subject to confirmation by the city council at the earliest practicable time.

C. Request the mayor to request the governor to proclaim a state of disaster when in the opinion of the chairman the resources of the area are inadequate to cope with the disaster on a local basis. (Ord. 987 § A, 10-6-1970)

9-8: EXERCISES OR DRILLS:

The chairman of the emergency council shall order an exercise or drill of the entire emergency services organization at least once each year, and a minimum of two (2) exercises or drills for selected portions of the emergency operating center staff each year. Participation in required state or federal exercises, special drills for communications, radiological, fire, law enforcement or other specific services shall be in addition to the exercises or drills required hereinabove. (Ord. 987 § A, 10-6-1970)

9-9: ACTS AUTHORIZED UNDER CERTAIN CONDITIONS:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor or the director of the California disaster office, or in the event of a war caused state of

extreme emergency, the chairman, as the emergency services director of the Tulare operational area, is hereby empowered to perform the following acts:

A. Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster; provided, however, that such rules and regulations must be confirmed at the earliest practicable time by the emergency council.

B. Subject to the approval of the city council, to obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property of the people, and to bind the city for the fair value thereof and, if required, to commandeer the same immediately for public use.

C. Require emergency services of any city officer or employee, and in the event of the proclamation of a state of disaster or extreme emergency by the governor in the region in which the city is located, to commandeer the aid of as many citizens as he thinks necessary in the execution of his duties. Such persons shall be entitled to all privileges, benefits and immunities which are provided by state law for registered civil defense and disaster volunteer workers.

D. Requisition any necessary equipment or materials from any city department or agency.

E. Execute all of the special powers conferred upon him by this chapter or by resolution adopted pursuant thereto, all powers conferred upon him by any statute, by any agreement approved by city council, or by any other lawful authority. (Ord. 987 § A, 10-6-1970)

9-10: EMERGENCY SERVICES COORDINATOR:

There is hereby created the position of emergency services coordinator of the Tulare operational area who may be referred to as the coordinator. He shall serve as the executive officer of the Tulare operational area and his staff shall serve as the staff of the emergency services office. The board of supervisors of the county of Tulare shall consider the recommendations of the emergency council in the appointment or dismissal of the coordinator. (Ord. 987 § A, 10-6-1970)

9-11: POWERS AND DUTIES OF COORDINATOR:

The coordinator shall have the following general powers and duties:

A. Represent the emergency council and its chairman as their executive officer for the purpose of coordinating all efforts within the Tulare operational area for the accomplishment of the purposes of this chapter.

B. Identify and define questions of authority and responsibility that may arise between persons and agencies referred to in section 9-13 of this chapter and submit recommendations for resolving such matters to the chairman.

C. Represent the Tulare operational area in all dealings with public or private agencies pertaining to disaster or civil defense, when authorized by the chairman.

D. Prepare an operational plan with necessary service annexes and standing operating procedures to provide administrative guides for the Tulare operational area.

E. Plan and conduct exercises and drills, as ordered by the chairman, for the emergency services organization or for the emergency operating center staff. (Ord. 987 § A, 10-6-1970)

9-12: EMERGENCY POWERS OF COORDINATOR:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor, or in the event of a war caused state of extreme emergency, the coordinator is hereby empowered to perform the following acts:

A. Activate the emergency operating center including calling in, as necessary, service chiefs, standby staff and service dispatchers.

B. Cause the dissemination of appropriate warning signals and issue suitable advisory information to the emergency council, the emergency services organization and the public.

C. Advise the California disaster office of the local situation.

D. Request mutual aid through the California disaster office if local deficiencies of personnel and/or equipment are indicated by the service chiefs.

E. Order the provision of security for the emergency operating center and communications staff. (Ord. 987 § A, 10-6-1970)

9-13: EMERGENCY SERVICES ORGANIZATION:

All officers and employees of the county and the cities included in the Tulare operational area, together with those volunteer forces enrolled to aid them during a disaster and all groups, organizations and persons, including persons commandeered under the provision of subsection 9-9C of this chapter who by operation of law or agreement may be charged with duties incident to the protection of life and property in the city during such disaster, shall constitute the emergency service organization of the Tulare operational area. (Ord. 987 § A, 10-6-1970)

9-14: FUNCTIONS AND DUTIES OF EMERGENCY SERVICE ORGANIZATION:

The functions and duties of the emergency services organization shall be distributed among such divisions, services and special staff as the emergency council shall prescribe by resolution, subject to the approval of the board of supervisors of the county and the respective city councils. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the federal government and the California disaster office. (Ord. 987 § A, 10-6-1970)

9-15: ACTS UNLAWFUL DURING DISASTERS:

It shall be unlawful for any person to perform any of the following acts during a disaster:

A. Wilfully obstruct, hinder or delay any member of the emergency services organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed upon him by virtue of this chapter.

B. To do any act forbidden by any lawful rules or regulations issued pursuant to this chapter, if such act is of such a nature as to give, or be likely to give, assistance to the enemy, or to imperil the lives or property of inhabitants of the city, or to prevent or delay the defense or protection thereof.

C. To wear, carry or display, without authority, any means of identification specified by the civil defense and disaster agency of the federal government or the state of California. (Ord. 987 § A, 10-6-1970)

9-16: PENALTY FOR VIOLATION OF CHAPTER:

Any person violating any of the provisions of this chapter which are declared to be unlawful shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment in the Tulare County jail for not more than six (6) months, or by both such fine and imprisonment. (Ord. 987 § A, 10-6-1970)

State of California

GOVERNMENT CODE

Section 8558

8558. Three conditions or degrees of emergency are established by this chapter:

(a) “State of war emergency” means the condition that exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that an enemy attack is probable or imminent.

(b) “State of emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, electromagnetic pulse attack, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a “state of war emergency,” which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

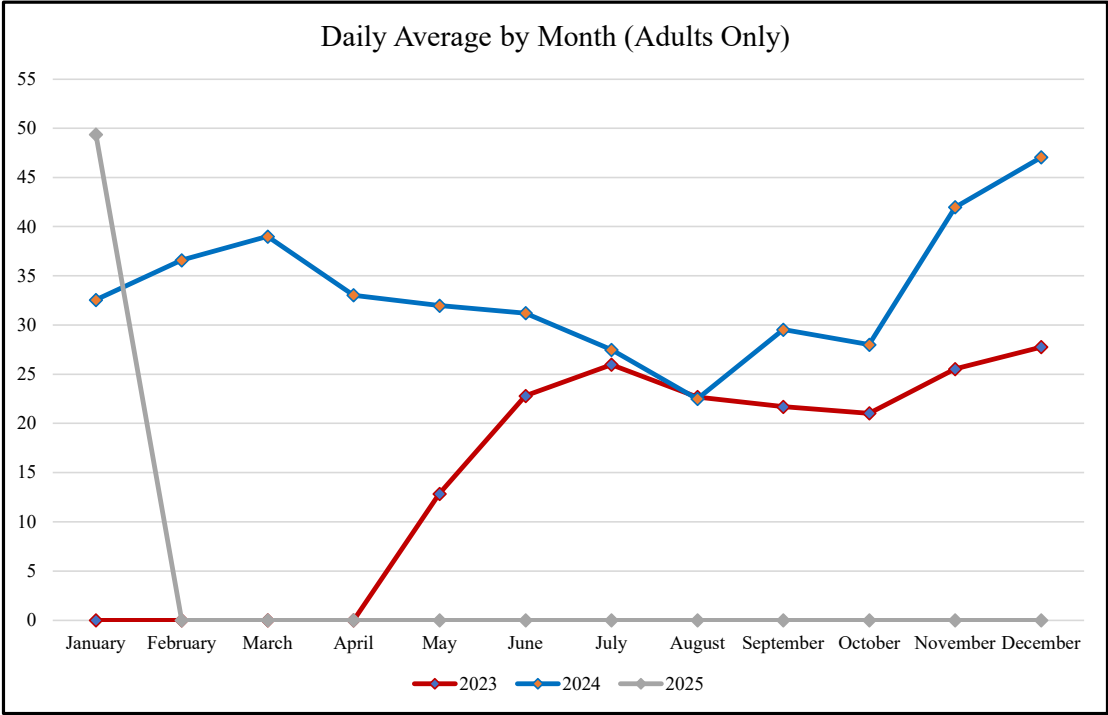
(c) (1) “Local emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, deenergization event, electromagnetic pulse attack, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage or deenergization event that requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(2) A local emergency proclaimed as the result of a deenergization event does not trigger the electric utility obligations set forth in Public Utilities Commission Decision 19-07-015 or its successor decisions as related to deenergization events. A local emergency proclaimed as the result of a deenergization event does not alter the electric

utilities' Public Utilities Commission-approved cost-recovery mechanisms for their own costs associated with deenergization events.

(Amended by Stats. 2022, Ch. 537, Sec. 1. (SB 468) Effective January 1, 2023.)

Daily Average by Month (Adults Only)			
	2023	2024	2025
January	-	32.55	49.36
February	-	36.59	-
March	-	39.00	-
April	-	33.03	-
May	12.85	31.97	-
June	22.80	31.20	-
July	25.97	27.48	-
August	22.68	22.48	-
September	21.70	29.53	-
October	21.03	28.00	-
November	25.53	41.97	-
December	27.77	47.06	-



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, 2024	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, 2024	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, 2024	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
Wednesday, October 30, 2024	27	0	2
Thursday, October 31, 2024	24	0	2

Friday, November 1, 2024	30	0	3
Saturday, November 2, 2024	24	0	2
Sunday, November 3, 2024	34	0	3
Monday, November 4, 2024	30	0	2
Tuesday, November 5, 2024	30	0	2
Wednesday, November 6, 2024	32	0	2
Thursday, November 7, 2024	34	0	3
Friday, November 8, 2024	30	0	2
Saturday, November 9, 2024	32	0	3
Sunday, November 10, 2024	36	0	3
Monday, November 11, 2024	42	0	3
Tuesday, November 12, 2024	48	0	3
Wednesday, November 13, 2024	41	0	2
Thursday, November 14, 2024	45	0	3
Friday, November 15, 2024	45	0	3
Saturday, November 16, 2024	49	0	3
Sunday, November 17, 2024	49	0	3
Monday, November 18, 2024	49	0	3
Tuesday, November 19, 2024	51	0	5
Wednesday, November 20, 2024	46	0	4
Thursday, November 21, 2024	46	0	3
Friday, November 22, 2024	57	0	6
Saturday, November 23, 2024	48	0	5
Sunday, November 24, 2024	45	0	5
Monday, November 25, 2024	42	0	4
Tuesday, November 26, 2024	51	0	5
Wednesday, November 27, 2024	43	0	4
Thursday, November 28, 2024	50	0	5
Friday, November 29, 2024	49	0	5

Saturday, November 30, 2024	51	0	5
Sunday, December 1, 2024	56	0	6
Monday, December 2, 2024	45	0	4
Tuesday, December 3, 2024	53	0	6
Wednesday, December 4, 2024	47	0	4
Thursday, December 5, 2024	58	0	6
Friday, December 6, 2024	36	0	4
Saturday, December 7, 2024	53	0	5
Sunday, December 8, 2024	47	0	4
Monday, December 9, 2024	47	0	4
Tuesday, December 10, 2024	45	0	4
Wednesday, December 11, 2024	44	0	4
Thursday, December 12, 2024	44	0	4
Friday, December 13, 2024	52	0	5
Saturday, December 14, 2024	39	0	4
Sunday, December 15, 2024	44	0	4
Monday, December 16, 2024	51	0	5
Tuesday, December 17, 2024	50	0	4
Wednesday, December 18, 2024	53	0	5
Thursday, December 19, 2024	46	0	4
Friday, December 20, 2024	45	0	5
Saturday, December 21, 2024	43	0	4
Sunday, December 22, 2024	42	0	4
Monday, December 23, 2024	41	0	4
Tuesday, December 24, 2024	44	0	4
Wednesday, December 25, 2024	40	0	4
Thursday, December 26, 2024	51	0	5
Friday, December 27, 2024	55	0	5
Saturday, December 28, 2024	47	0	4

Sunday, December 29, 2024	44	0	4
Monday, December 30, 2024	50	0	5
Tuesday, December 31, 2024	47	0	4
Wednesday, January 1, 2025	50	0	5
Thursday, January 2, 2025	45	0	4
Friday, January 3, 2025	41	0	4
Saturday, January 4, 2025	51	0	5
Sunday, January 5, 2025	42	0	4
Monday, January 6, 2025	45	0	4
Tuesday, January 7, 2025	51	0	5
Wednesday, January 8, 2025	52	0	5
Thursday, January 9, 2025	56	0	6
Friday, January 10, 2025	45	0	5
Saturday, January 11, 2025	54	0	5
Sunday, January 12, 2025	48	0	4
Monday, January 13, 2025	54	0	6
Tuesday, January 14, 2025	57	0	6



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Family Healthcare Network-Annexation 490 and Conditional Use Permit (CUP)

SOURCE: Community Development

COMMENT: Family HealthCare Network (Applicant) offers medical, dental, optometry, and other specialty services from its facilities located at 1133 and 1137 W. Poplar Avenue (APN 268-060-038). The Applicant is proposing the development of a parking lot on property located off the site of the main facility. The 0.60-acre 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. To facilitate the proposed parking facility, the Applicant has requested a Conditional Use Permit along with annexation of the site.

BACKGROUND: 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 off-site parking facility for Family Healthcare to be developed at the Southwest corner of Poplar Avenue and S. Prospect Street (APN 268-021-031). The project includes an amendment to the text of the Porterville Development Ordinance (PDO), annexation, and compliance with the various departments' development standards. A public hearing was conducted on November 5, 2024, for the first reading to text amendment in Series 200 in order to allow Parking, Public and Private as a Conditionally Permitted ("C") in any Residential Districts 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 second reading of the text amendment ordinance was conducted on November 12, 2024, and the ordinance became effective on December 12, 2024.

ANALYSIS: The Applicant wishes to connect to the City's water system in order to provide landscaping for the parking facility. Resolution No. 19-

2016, adopted by the City Council on April 19, 2016, established the procedures for properties not located within the city limits to request connection to City water. The adopted policy includes the procedures for extraterritorial service agreements (ESA) and/or annexation as mechanisms to provide City water to properties outside of the city limits. Because the proposed development does not meet the standards for an ESA, annexation would be required. Consistent with the new language of Series 200, the off-site parking facility may be permitted subject to City Council approval of a conditional use permit. The facility is within the required 400-foot distance and would be developed to City standards.

ENVIRONMENTAL REVIEW: The Environmental Coordinator made a determination that the project is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15319: Annexation of Existing Facilities and Lots for Exempt Facilities and Section 15311: Accessory Structures (small parking lots).

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 Section 15311 and 15319; and
3. Adopt the draft Resolution requesting that Tulare LAFCo initiate proceedings for annexation; and
4. Adopt the draft resolution approving Conditional Use Permit (PRC 2023-030-C) for the establishment of an off-site parking facility in an RS-1 Very Low-Density Residential zone district in conjunction with an existing medical facility.

ATTACHMENTS:

1. Draft Resolution Annexation
2. Draft Resolution CUP
3. Locator Map
4. Zoning Map
5. GPLU Map
6. Annexation Map
7. Resolution 19-2016

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Jason Ridenour, Interim City Manager

RESOLUTION NO. ____-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
REQUESTING THAT THE LOCAL AGENCY FORMATION COMMISSION TAKES
PROCEEDINGS FOR ANNEXATION 490**

WHEREAS, the City of Porterville desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code, for Annexation 490; and

WHEREAS, the territory proposed to be annexed to the city totals approximately ±0.59 acres, is undeveloped land, substantially surrounded with development that includes residential to the west and south, and a private medical facility to the east. A description of the external boundary of the territory is set forth in Exhibit A attached hereto and by this reference incorporated herein; and

WHEREAS, the Site is currently within the unincorporated area of Tulare County, abutting the city limits of the City of Porterville, and within the City's sphere of influence; and

WHEREAS, on January 10, 2025, a notice was published in *The Porterville Recorder* setting the date, time, and place of a public hearing for January 21, 2025, and similar notices were sent to owners of property within 300 feet of the Site and posted at City Hall and the City's website announcing the same; and

WHEREAS, at a regular meeting on January 21, 2025, the Porterville City Council did conduct a public hearing to consider the Project; and

WHEREAS, this proposal is made pursuant to Sections 56654 and 56375.3 of the California Government Code, in as much as:

1. the subject territory does not exceed 150 acres in area
2. the territory is substantially developed or developing
3. the territory is not prime agricultural land as defined by Section 56064
4. the territory will benefit from the change of organization and properties within the territory will receive benefits in the form of utilities and services from the City of Porterville; and

WHEREAS, the reason for this proposal is to efficiently provide government services in a manner consistent with the City's Annexation and Municipal Services Objectives, Policies, and Procedures (Resolutions 74-2014, 75-2014, and 19-2016). In light of the City's and LAFCo's policies, any property within a qualified island is required to annex prior to provision of water; and

WHEREAS, on 01/07/2025 the Environmental Coordinator made a preliminary determination that the project is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines, Guidelines Section 15319: Annexation of Existing Facilities and Lots for Exempt Facilities.

NOW, THEREFORE, BE IT RESOLVED, this Resolution Application is hereby adopted and approved by the City Council of the City of Porterville. The Local Agency Formation Commission of Tulare County is hereby requested to take proceedings for the annexation as illustrated in Exhibit A, according to the terms and conditions stated above, and in the manner provided for by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, and the detachment of the same area from County Service Area #1.

PASSED, APPROVED, AND ADOPTED this 21st day of January, 2025.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

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

RESOLUTION NO. ____-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A CONDITIONAL USE
PERMIT (PRC 2023-030-C) TO AUTHORIZE THE DEVELOPMENT OF A PRIVATE
OFF-SITE PARKING IN CONJUNCTION WITH AN EXISTING MEDICAL FACILITY
USE FOR FAMILY HEALTH CARE NETWORK**

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of January 21, 2025, conducted a public hearing to consider Conditional Use permit (PRC 2023-030-C) to allow for the development of a private, off-site parking in conjunction with an existing medical facility use for Family Health Care Network. The subject site is approximately 0.59 acres of undeveloped land, located at the southwest corner of Poplar Ave. and S. Prospect St (APN 268-021-031); and

WHEREAS: On January 10, 2025, a notice was published in *The Porterville Recorder* setting the date, time, and place of a public hearing for January 21, 2025, and similar notices were sent to owners of property within 300 feet of the Site and posted at City Hall and the City's website announcing the same; and

WHEREAS: At a regular meeting on January 21, 2025, the City Council of Porterville did conduct a public hearing to consider the Project; and

WHEREAS: The City Council received testimony from all interested parties relative to Conditional Use Permit (PRC 2023-030-C); and

WHEREAS: On January 7, 2025, the Environmental Coordinator made a preliminary determination that the project is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines, Section 15311 Accessory Structures as it contemplates the construction of a parking lot as an accessory to an existing commercial facility; and

WHEREAS: The City Council made the following findings pursuant to the Porterville Development Ordinance (PDO) Section 604.04, the evidence for said findings substantiated in the record:

1. Approval of the proposed project will advance the goals and objectives of and is consistent with the policies of the General Plan and any other applicable plan that the City has adopted; and
2. The location, size, design, and operating characteristics of the proposed project are consistent with the purposes of the district where it is located and conforms in all significant respects with the General Plan, the Development Ordinance and with any other applicable plan adopted by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does find the project exempt from the California Environmental Quality Act under CEQA Guidelines Section 15311 Accessory Structures as it contemplates the

construction of a parking lot as an accessory to an existing commercial facility and does hereby approve Conditional Use Permit (PRC 2023-030-C), subject to the following conditions:

1. The proposed project shall comply with the Porterville Municipal Code, Chapter 21 Development Ordinance and conditions from the Project Review Committee (PRC) meeting held on August 30, 2023, and as outlined in the Project Review Committee letter for PRC 2023-026.
2. The project shall comply with Porterville Development Ordinance Section 304.05: Location of Required Parking:
 - a) Nonresidential Uses. Required parking spaces serving commercial, industrial, and other non-residential uses shall be located on the same lot as the use they serve, or in an off-site parking facility as provided in Section 304.05(b).
 - b) Off-site Parking Facilities. A parking facility serving one (1) or more non-residential uses located on a site other than the site of one (1) or more such use(s) may be approved if the standards of this subsection are met.
 1. Location: Any off-site parking facility shall be located within four hundred (400) feet, along a pedestrian route, of the principal entrance containing the use(s) for which the parking is required.
 2. Parking Agreement. A written agreement between the landowner(s) and the City shall be filed, in a form satisfactory to the City Attorney, and including:
 - A guarantee among the landowner(s) for access to and use of the parking facility;
 - A guarantee that the spaces to be provided will be maintained and reserved for the uses served for as long as such uses are in operation; and
 - Evidence that the agreement has been recorded in the County Recorder's Office.
3. The property lines to the south and west would be required to install a six (6) foot high wall per PDO §300.10: Screening.
 - a) Common Property Lines. A six (6) foot high wall shall be provided on the interior lot lines where any non-residential use abuts a residential district or residential use where there is no alley. Such screening wall shall be provided at the time of new construction or expansion of buildings, or changes from one (1) use classification to another non-residential use classification.
 - b) Location. Screening walls shall follow the lot line of the lot to be screened, or shall be so arranged within the boundaries of the lot so as to substantially hide from adjoining lots the building, facility, or activity required to be screened.

- c) Height. The six (6) foot high screening wall shall step down to three and one half (3.5) feet in height from the side property line intersecting the front property line to a depth equal to the required front or side yard setback of the abutting residential use in order to provide for a safe line of sight for vehicular traffic. Wall height may be increased in height to accommodate adequate sound attenuation as required through the findings of an acoustical analysis prepared by an acoustical professional. The design of such improvements shall be approved by the City Engineer.
- d) Materials. The screening wall shall be a masonry block wall. Block walls shall match the standard colors allowed in the City's graffiti abatement program. The City Engineer may approve new wall/fencing materials that become available in the future for use as an alternative to a masonry block wall based on its proven comparable properties for durability, sound, light, and glare attenuation. Topography, berming and other alternative methods of mitigating the nuisance of noise and light might be considered at time of project review.
- e) Timing. If the residential use develops prior to the non-residential use, a six (6) foot height wood fence may be constructed. If the non-residential use or residential use develops adjacent to existing development the wall shall be constructed, with the new development. Where a six (6) foot high wood fence already exists, the masonry wall footing, when constructed, shall comply with City standards. The narrow offset portion of the masonry wall footing shall abut the existing wood fence posts, or close thereto. The gap between the fence shall be sealed with a top rail approved by the City Engineer. A condition of approval may be imposed upon the developer of the non-residential use to work with the adjacent property owner to eliminate the abutting and parallel wood fence. Said wall shall be constructed concurrently with the non-residential development. Those uses subject to a Conditional Use Permit may be evaluated to determine applicability of the wall requirement.

4. Standards. Site specific items are listed below:

- a) Per PDO §304.10(b) Compact Parking: On site with at least ten (10) parking spaces, up to ten percent (10%) of the total required parking spaces may be compact spaces, provided that the following standards are met:
 - 1. In residential parking areas, all parking spaces that are required to be covered shall be standard size; and
 - 2. All compact spaces are to be designated with a sign or pavement marking.
- b) Per PDO §304.10(e) all parking stalls shall be clearly outlined with striping, and all aisles, approach lanes and turning areas shall be clearly marked with directional arrows and lines as necessary to provide for safe traffic movement.
- c) Per PDO §304.10(i)(1) Landscape Area Required. A minimum of ten percent of any parking lot area shall be landscaped. For the purpose of calculating required

parking lot landscaping, parking lot areas are deemed to include parking and loading spaces as well as aisles, vehicle entry and exit areas, and any adjacent paved areas. Parking lot area does not include enclosed vehicle storage areas.

- d) Per PDO §304.10(i)(4) Required Landscaped Islands. at least six (6) feet in all interior dimensions and containing at least one (1) fifteen (15) gallon size tree shall be provided at each end of each interior row of parking stalls and between all consecutive parking stalls and between every six parking spaces in a residential development.
5. Any landscaping is required to comply with PDO §303.05 General Landscaping Standards and with Chapter 25, Article 1, Division 6, as it relates to water conservation and landscaping irrigation. If total landscaping is less than 2,500 square feet, the applicant shall comply with Section 25-32A.23 Prescriptive Compliance, if the total landscaping is greater than 2,500 square feet the applicant shall comply with Section 25-32.A.5 Landscape Documentation Package.
 6. The developer/applicant shall comply with PDO §300.07 (Lighting and Illumination). Light fixtures shall not exceed 16 feet in height. Aisles, passageways, and pedestrian recesses related to and within the building complex shall be illuminated with an intensity of at least 0.25 foot-candles at the ground level during the hours of darkness. Lighting devices shall be protected by weather and vandal-resistant covers. A photometric plan shall be included with the building permit submittal to determine compliance.
 7. Per PDO § 300.03 Fences and freestanding walls shall not exceed three and one-half feet in front yards unless they are open lattice type that are at least fifty percent open or are hedges. In rear and side yards, no fence or freestanding wall shall exceed seven feet. Hazardous fencing material such as razor wire is prohibited.
 8. All electrical, telephone, cable television, and similar distribution lines providing direct service to a development site shall be installed underground within the site.
 9. Pursuant to PDO 306.08 Maintenance; sites and facilities shall be maintained free of refuse, debris, or other accumulated matter and shall be kept in good repair at all times.
 10. Pursuant to Porterville Development Ordinance Section 601.10(d) the City Council may revoke the permit if it makes any of the following findings:
 - That the approval was obtained by means of fraud or misrepresentation of a material fact;
 - That the use in question has ceased to exist or has been suspended for one (1) year or more;
 - That there is or has been a violation of or failure to observe the terms or conditions of the permit or variance, or the use has been conducted in violation of the provisions of this ordinance, law or regulation; or

- That the use to which the permit or variance applies has been conducted in a manner detrimental to the public safety, health and welfare or so as to be a nuisance.
11. All signage, permanent and temporary are subject to Chapter 305 of the Porterville Development Ordinance.
 12. Unless otherwise noted, the developer/applicant shall comply with the City Master Plans and Standard Drawings, Standard Specifications for Public Works Construction, and Standard Plans and Specifications, except where they are in conflict with current access compliance regulations, the current California Building Code, the Tulare County Hazardous Waste Management Plan, the California Manual on Uniform Traffic Control Devices, the Porterville Circulation Element, and the Tulare County Congestion Management Program.
 13. The developer/applicant shall pay all applicable fees according to the Municipal Code and State law. The developer/applicant is hereby notified that you have the right to pay fees, dedications, reservations or other exactions, under protest, pursuant to Government Code Section 66020(a). You have 90 days from the date fees are paid to file a written protest.
 14. The developer/applicant shall comply with Appendix J, "Grading" of the current California Building Code, including provision of a grading and drainage plan signed by a licensed civil engineer or architect. The developer/applicant shall comply with City Retaining Wall Standards (adopted by City Council January 3, 1989) at lot lines where such standards are applicable.
 15. The developer/applicant shall construct drainage facilities as required to serve the property (Ord. No. 1306). A minimum amount of runoff must be contained onsite per the State's MS4 requirements. Drainage calculations must be submitted to verify that onsite drainage area(s) will capture necessary runoff. The parking lot/site shall be designed to convey water to the City drainage system without crossing driveways. The developer/applicant is required to install a sidewalk channel drain at the low side of the driveway, where applicable.
 16. The developer/applicant shall provide a Soils Report in conformance with Chapter 18 of the current California Building Code. The Soils Report shall include R-Value testing, expansion indexes, etc. where required for the construction of public improvements.
 17. The developer/applicant shall construct and/or repair street, curb, gutter, sidewalk, etc. along the full parcel frontage, except where they exist and are determined to be in good condition and in compliance with current accessibility standards in the opinion of the City Engineer (Ord. No. 1306). The sidewalk shall be offset from the curb with a landscape planter in-between the back of curb and front of sidewalk.
 18. The developer/applicant shall comply with driveway vehicular sight distance requirements per Section 300.16 of the Development Ordinance and driveway separation from property line per City standards.

19. The developer/applicant shall design the parking lot in conformance with Chapter 304 of the Development Ordinance if the project includes establishment, alteration, expansion, or change in any use or structure. Minimum cross slopes within the parking lot shall be 1.5% for asphalt concrete or 1% for concrete paving areas, unless approved otherwise.
20. The developer/applicant shall, under City inspection, remove all existing abandoned and unnecessary items, to the satisfaction of the City Engineer, before the issuance of a certificate of occupancy (for example, foundations, septic tanks, irrigation pipes, etc.).
21. The developer/applicant shall assure compliance with Section 7-8, Work Site Maintenance of the Standard Specifications. Applicable requirements from both San Joaquin Valley Air Pollution Control District Regulation VIII, Fugitive PM10 Prohibitions and the California Green Code Standards must also be met. During grading operations the "Supervising Civil Engineer" shall be responsible for enforcing the dust control provisions of Section 7-8 or the developer/applicant shall pay inspection to compensate the City for dust control inspection; the inspection fees will be calculated based on the Engineer's Estimate of reasonable cost of the grading project.
22. The developer/applicant shall not allow onsite runoff or debris outside of the limits of the property during construction. Applicable best management practices (BMPs) shall be implemented to protect the City's drainage system and inhibit vehicle track-out onto City streets. The improvement plans shall show the location of BMPs and areas designated for erosion and waste control. The developer/applicant shall remove and properly dispose of waste and spills deposited in the project area.
23. The developer/applicant is hereby notified that the installation of an additional water meter, servicing the irrigation system, is required for monitoring actual water usage. The City will require payment of impact fees based on estimated usage and will monitor actual water usage for one year. The City will bill/credit the owner the difference between the estimated impact fees paid and the actual water usage.
24. The developer/applicant shall underground or move existing utility structures (i.e., poles, splice boxes, vaults, etc.) to a position that provides a minimum of four feet (4') of clear space in the sidewalk area and a minimum of two feet (2') of clear space from the curb face to the structure, unless the utility structures are below grade (Title 24 DSA).
25. The developer/applicant shall provide two 3000K LED streetlights on Marbelite poles at the northwest and southeast corner of the property following Southern California Edison Company specifications, as approved by the City Engineer. Wood poles are expressly prohibited without prior written approval of the City Engineer.
26. Plans will need to be submitted either 4 hard copies or e-submittal at engbldg@ci.porterville.ca.us

27. Plans will need to comply with electric vehicle charging stations based on the 2022 Cal Green Code section 5.106.5.3, 5.106.5.3.1, table 5.106.5.3.1, 5.106.3.2. The chargers do not have to be located in the new parking area and can be closer to the front entrance. For accessible EV stalls would need to comply with CBC 11B 228.3
28. Plans will need a breakdown of the existing split parking areas and existing ADA accessible stalls in each of those areas to determine if additional accessible stalls because of the new parking lot will be required. If additional accessible stalls are required they would need to be located closer to the front entrance and meet current codes based off of the 2022 CBC. FYI the existing accessible stalls do not meet Code so adding some in that location will not work.
29. A back-flow device is required on the water meter.
30. The developer/applicant shall comply with the City standard for "backflow" prevention pursuant to Resolution No. 9615.

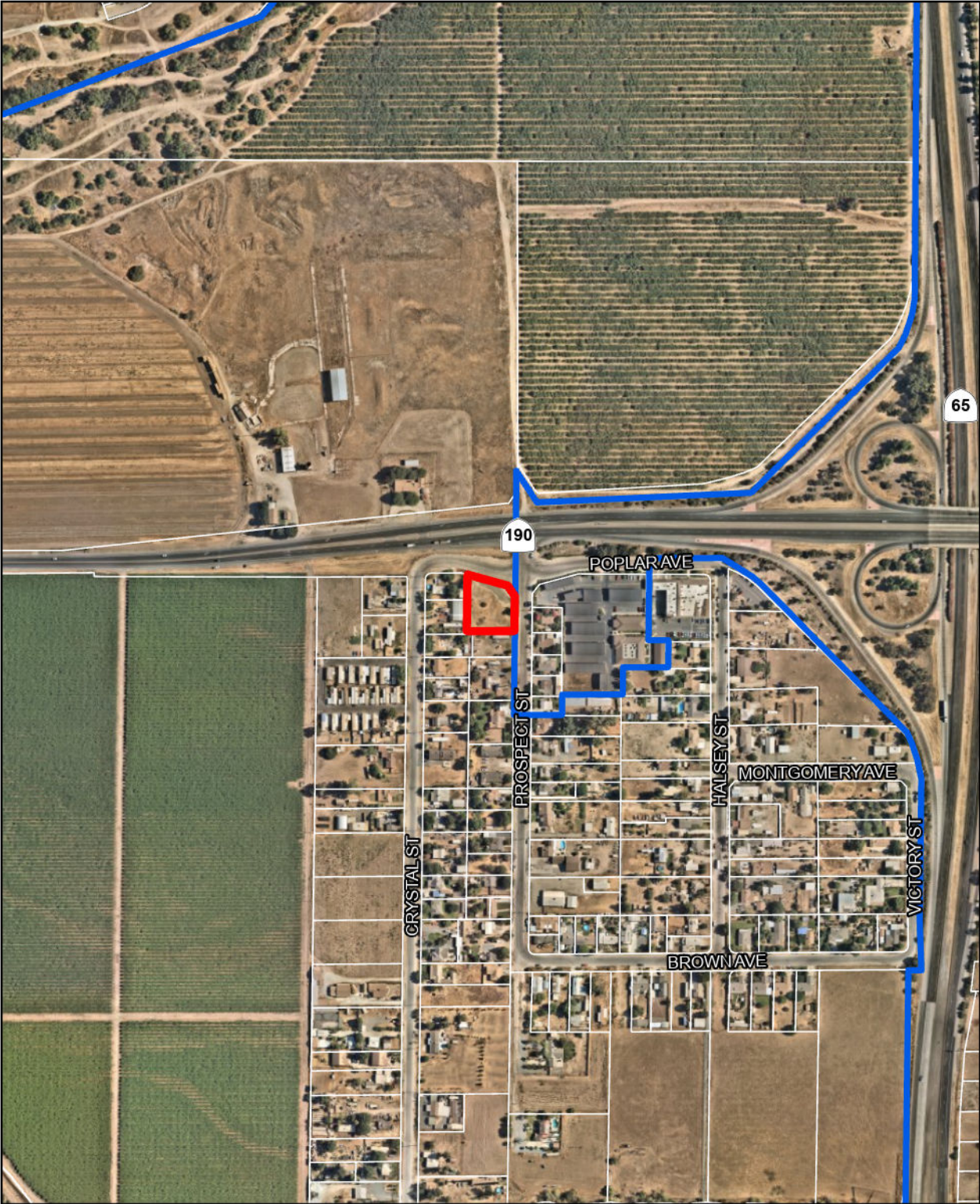
PASSED, APPROVED, AND ADOPTED this 21st day of January, 2025.

Greig Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

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

**Locator Map
PRC 2023-030**

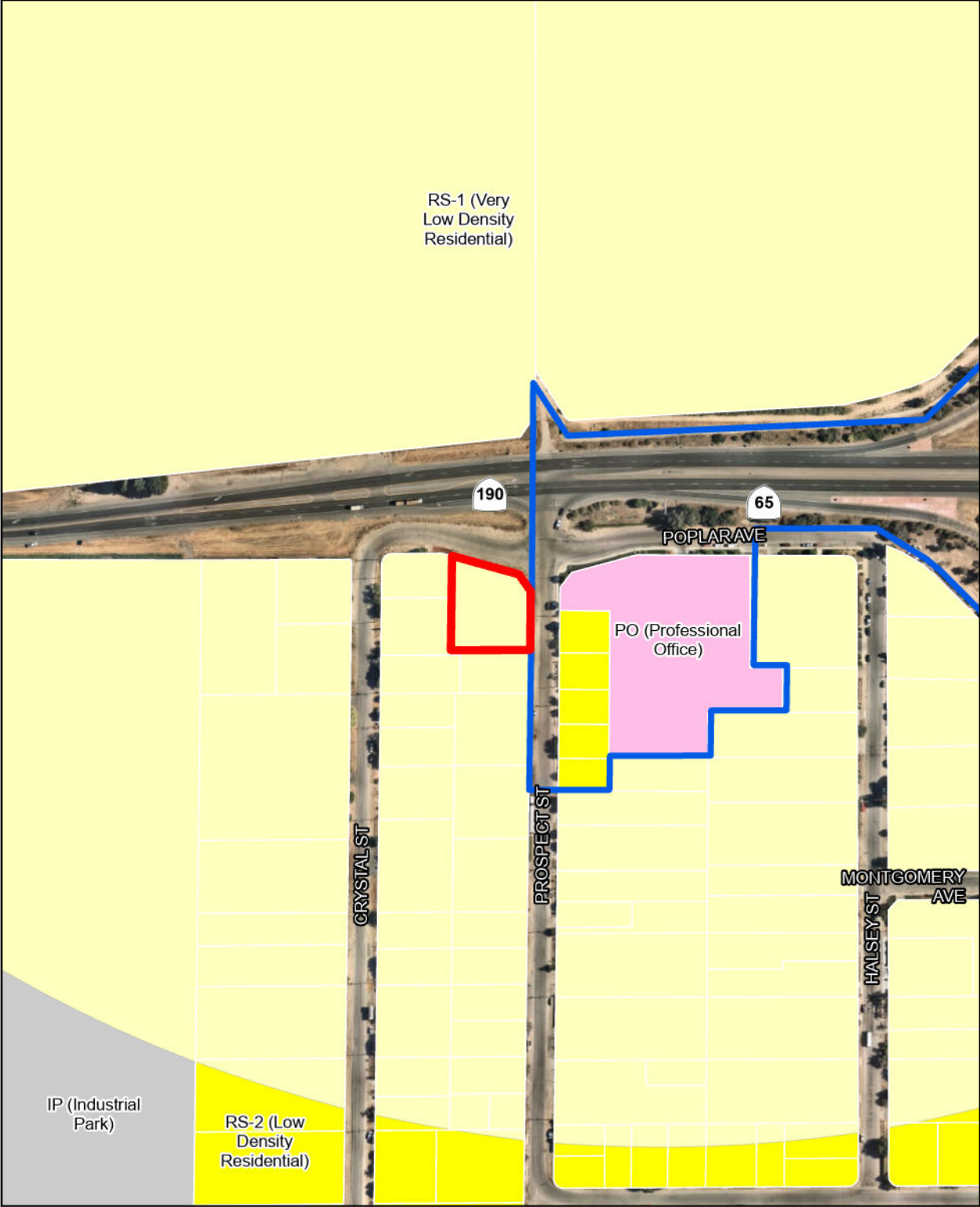


**Family Healthcare
Network - Parking**

-  Project Location
-  City Limits
- 1 in = 500 feet



Zoning
PRC 2023-030



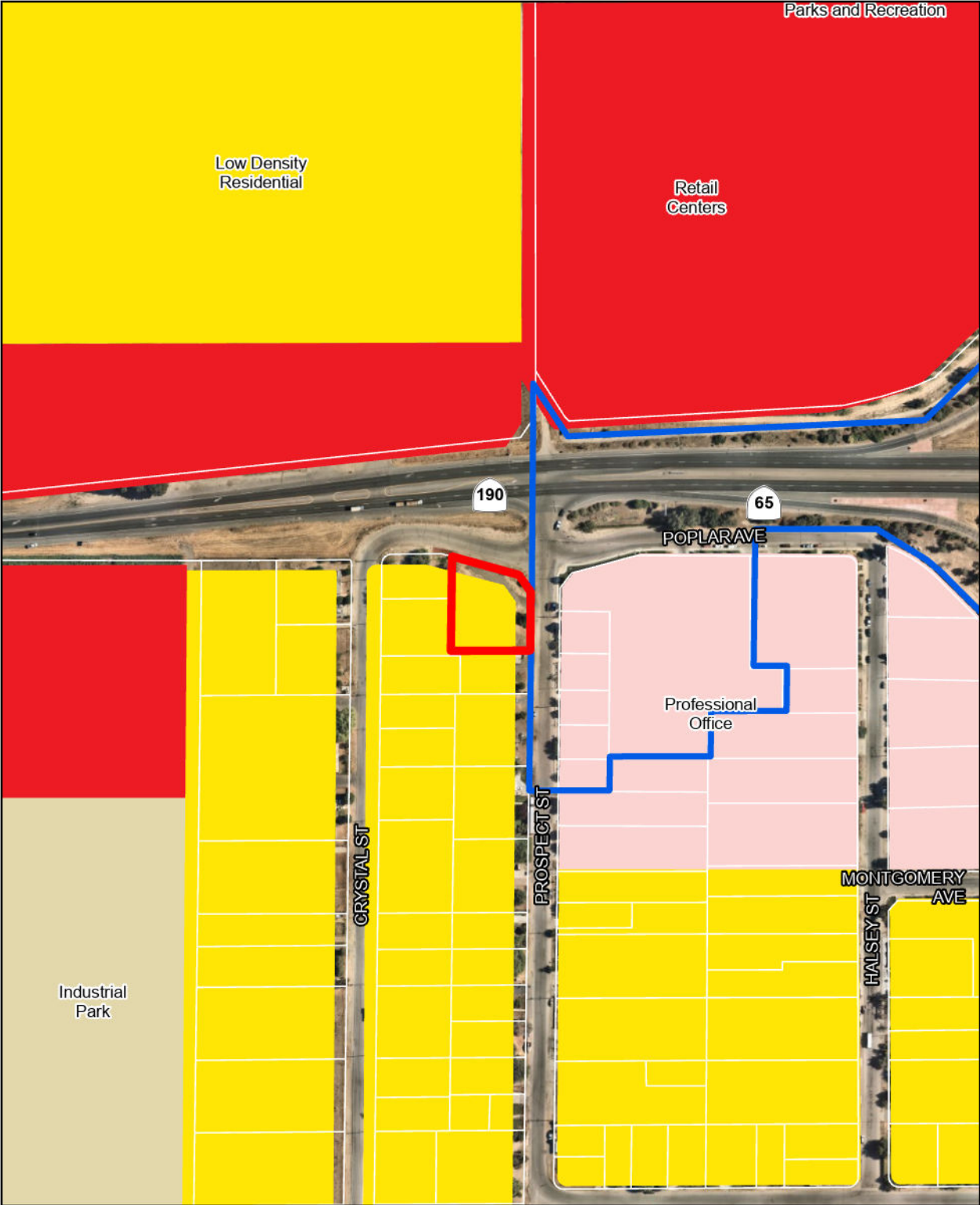
**Family Healthcare
Network - Parking**

-  Project Location
-  City Limits

1 in = 300 feet



GPLU
PRC 2023-030



**Family Healthcare
Network - Parking**

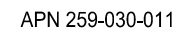
 Project Location
 City Limits

1 in = 300 feet



ANNEXATION TO THE CITY OF PORTERVILLE AND DETACHMENT FROM CSA #

ARCH 2024



APN 259-270-004

STATE HIGHWAY 190

— EXISTING CITY LIMITS —

POPLAR AVENUE

CRYSTAL STREET

PROSPECT STREET

LOT 1

LOT 2

N 268-021-004

TRACT NO. 24, VICTORY
GARDEN ACRES NO. 3

↑ S

EAST LINE OF DEED, REC. IN
BK. 2580, PG. 303, O.R.T.C.R.

APN 268-021-001

APN 268-021-031

APN 268-021-004

APN 268-021-032

APN 268-021-005

APN 268-021-006

APN 268-021-007

APN 268-021-009

APN 268-060-037

APN 268-060-036

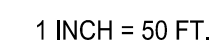
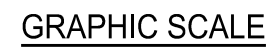
APN 268-060-035

APN 268-060-034

APN 268-060-033

APN 268-060-038

APN 268-060-02



LEGEND:

- ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.



SUBJECT PROPERTY

PORTERVILLE, CA

VICINITY MAP

NOT TO SCALE

RESOLUTION 19-2016

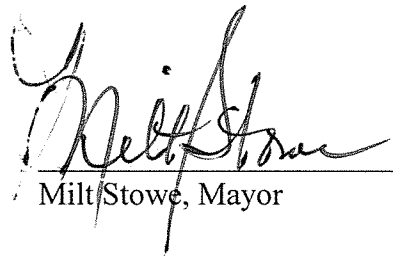
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING PROCEDURES FOR ANNEXATIONS AND EXTENSION OF
MUNICIPAL SERVICES

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

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

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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 
Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

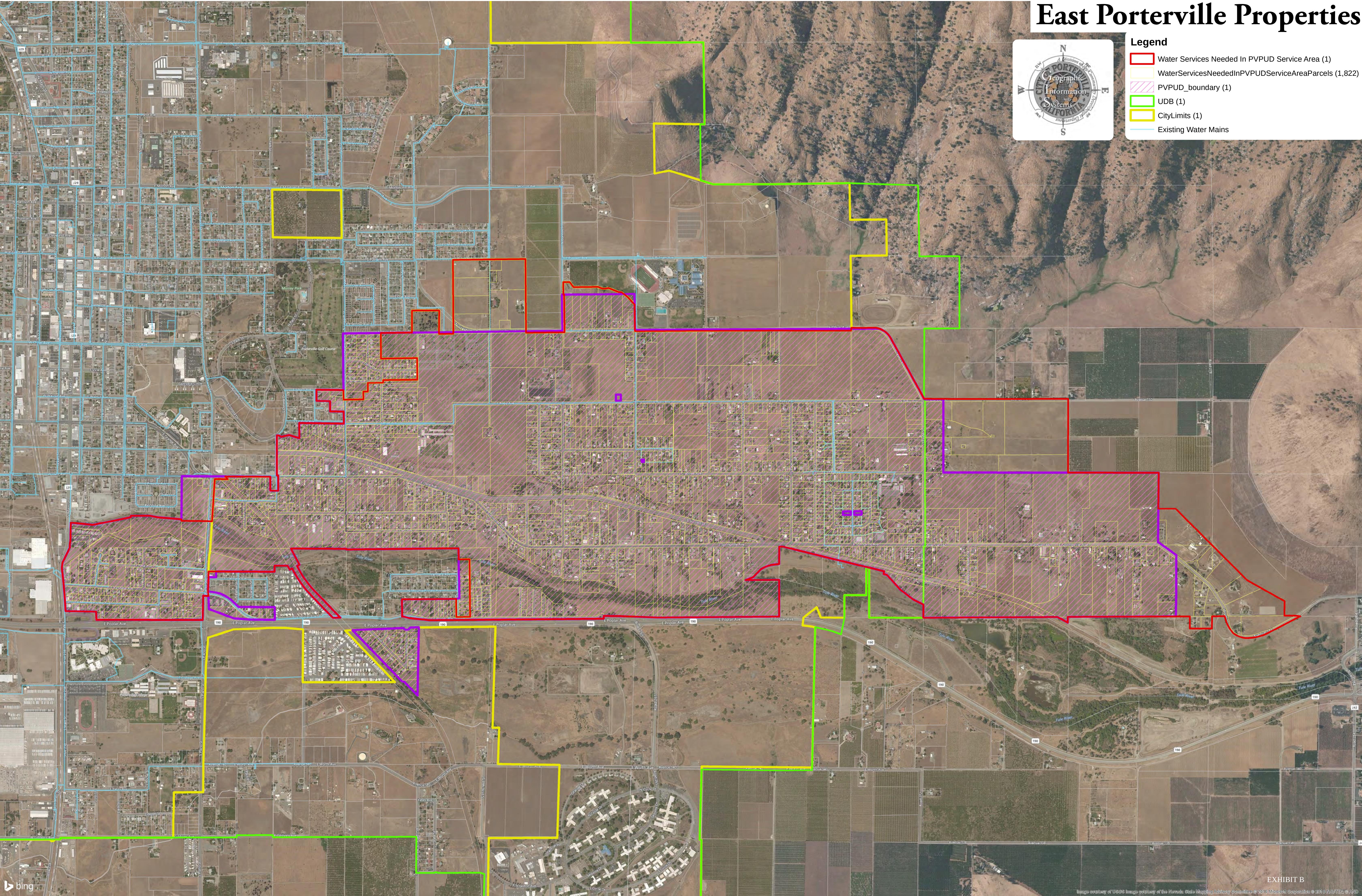
to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

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

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

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

East Porterville Properties



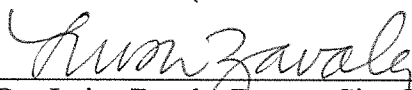
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 19th day of April, 2016.

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa Zavala, Deputy City Clerk



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Extra Mile Chevron Modification of Conditional Use Permit (CUP)

SOURCE: Community Development

COMMENT: At its meeting on October 19, 2021, the City Council approved Conditional Use Permit No. PRC 2020-027-C (Resolution No. 62-2021) to facilitate the development of a Chevron automobile service station including an Extra Mile convenience store with alcohol sales under a Type 20 Off-sale alcohol license and a drive-thru car wash facility located at 1043 W. Olive Avenue.

BACKGROUND: The applicant, at this time, is requesting a modification to Conditional Use Permit (CUP) PRC 2020-027-C to upgrade from a Type 20 Off-sale alcohol license to a Type 21 Off-sale alcohol license in order to allow for the sale of beer, wine, and distilled spirits for the Extra Mile Chevron located at 1043 W. Olive Avenue. The project is located in the CG (General and Service Commercial) Zone District and has a General Plan Land Use Designation of General and Service Commercial. Section 301.02 of the Porterville Development Ordinance requires a Conditional Use Permit for any use involving the sale of alcoholic beverages.

The California Department of Alcoholic Beverage Control (ABC) allows for a specific number of licenses per census tract, based on population. The subject site is located within Census Tract 36.02 and allows for six (6) On-sale and seven (7) Off-sale licenses without being deemed over-concentrated. Census Tract 36.02 currently contains seven (7) On-Sale licenses and eleven (11) Off-sale licenses for alcohol sales. Approval of the requested modification to CUP (PRC 2020-027-C) would not change the number of Off-sale licenses within the census tract, as it would be an upgrade from an existing Type 20 Off-sale alcohol license. The hours of operation during which alcoholic beverages would be sold shall be limited to 6:00 a.m. – 2:00 a.m. and any amendment to business hours that would modify this condition will be subject to a modification of this Conditional Use Permit.

ANALYSIS: The subject site is consistent with the General Plan Land Use

Designation and Zoning Standards for CG (General and Service Commercial). The CG designation is intended to provide areas for retail and services uses that meet local and regional demand. The current use of a convenience store with alcohol sales would suit the purpose of the zone designation. The convenience store is a permitted use in the CG Zone District and the sale of alcohol under a Type-21 Off-sale alcohol license will require the modification to the existing CUP (PRC 2020-027-C).

Porterville Development Ordinance Section 604.04 requires that the Council makes the following findings prior to approving a CUP:

A. Approval of the proposed project will advance the goals and objectives of and is consistent with the policies of the General Plan and any other applicable plan that the City has adopted.

The project will further the following General Plan policies:

- LU-G-1: Promote a sustainable balanced land use pattern that responds to existing needs and future needs of the city.
- ED-G-2: Retain, improve, and promote existing businesses in Porterville.
- ED-G-5: Retain existing local businesses and foster local start-ups.

B. The location, size, design, and operating characteristics of the proposed project are consistent with the purposes of the district where it is located and conforms in all significant respects with the General Plan, the Development Ordinance and with any other applicable plan adopted by the City Council.

While the existing use of a convenience store with a service station and a Type 20 Off-sale alcohol license is permitted under CUP (PRC 2020-027-C), the change in the alcohol license to a Type 21 Off-sale is permitted with a modification to the existing CUP. Furthermore, the change in the alcohol license to a Type 21 Off-sale is allowed within the CG zone, the implementing zone for the General and Service Commercial and is therefore consistent with the General Plan.

Staff recommends the approval of the requested Modification No. 1 of Conditional Use Permit (PRC 2020-027-C) for the Extra Mile Chevron to upgrade from a Type 20 Off-sale alcohol license to a Type 21 Off-sale license, subject to conditions.

ENVIRONMENTAL On December 18, 2024, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to Section 15301
REVIEW:

(Existing Facilities) of the California Code of Regulations (CEQA Guidelines), as the project does not propose any physical modification or expansion of the facility and includes only a negligible increase to an approved operational parameter (i.e., the change of ABC License Type).

RECOMMENDATION: That the City Council:

1. Hold a Public Hearing to receive public comments;
and
2. Find the proposed project exempt from the California Environmental Quality Act Pursuant to Section 15061(b)(3) of the California Code of Regulation;
and
3. Adopt the draft resolution approving Modification No. 1 to Conditional Use Permit (PRC 2020-027-C) for a Type 21 Off-sale alcohol license, subject to conditions of approval.

ATTACHMENTS:

1. Locator Map
2. Census Tract 36.02
3. Resolution No. 62-2021
4. Draft Resolution

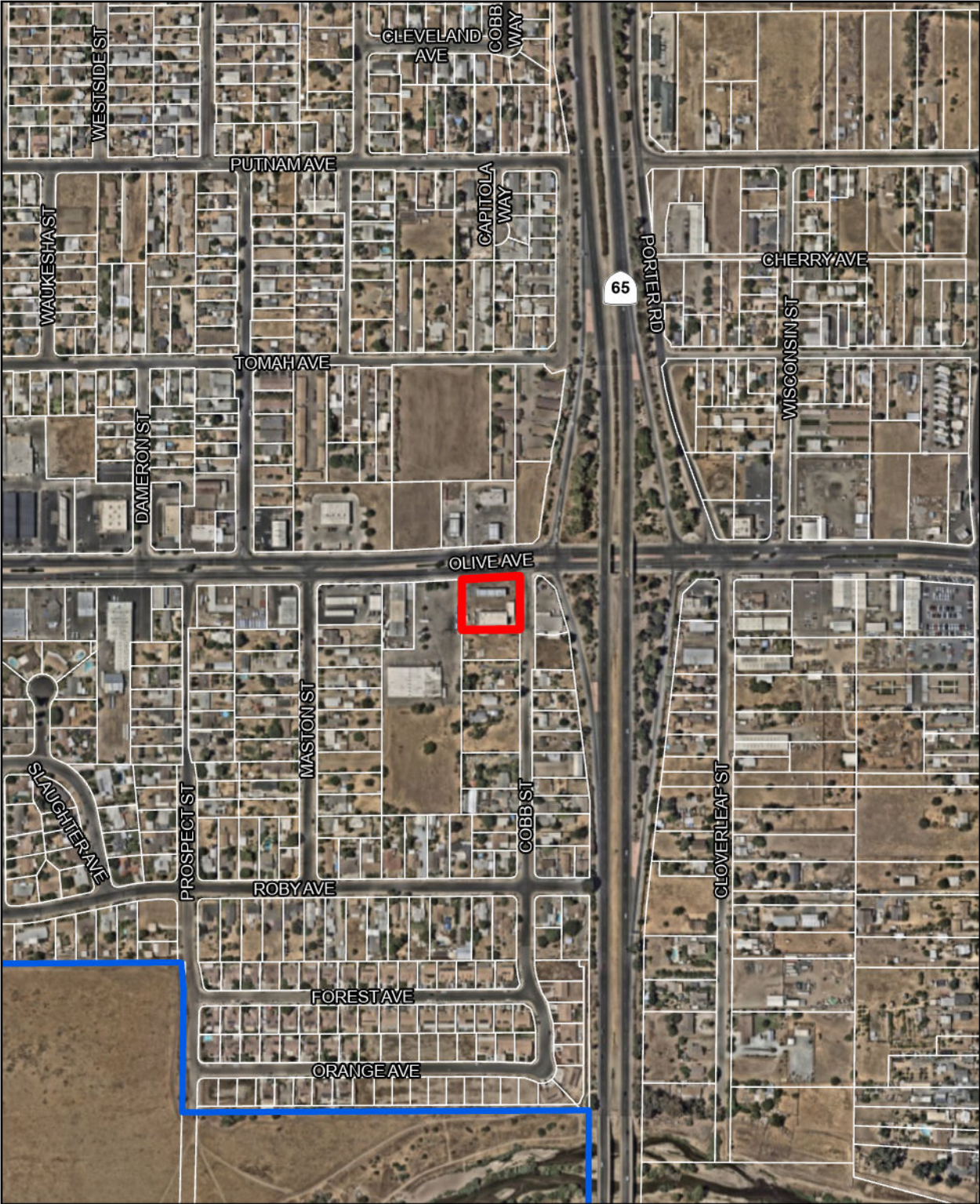
Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Jason Ridenour, Interim City Manager

Locator Map
PRC 2024-033



**Chevron Alcohol
License Upgrade
@ 1043 W. Olive Ave**

 Project Location
 City Limits

1 in = 500 feet



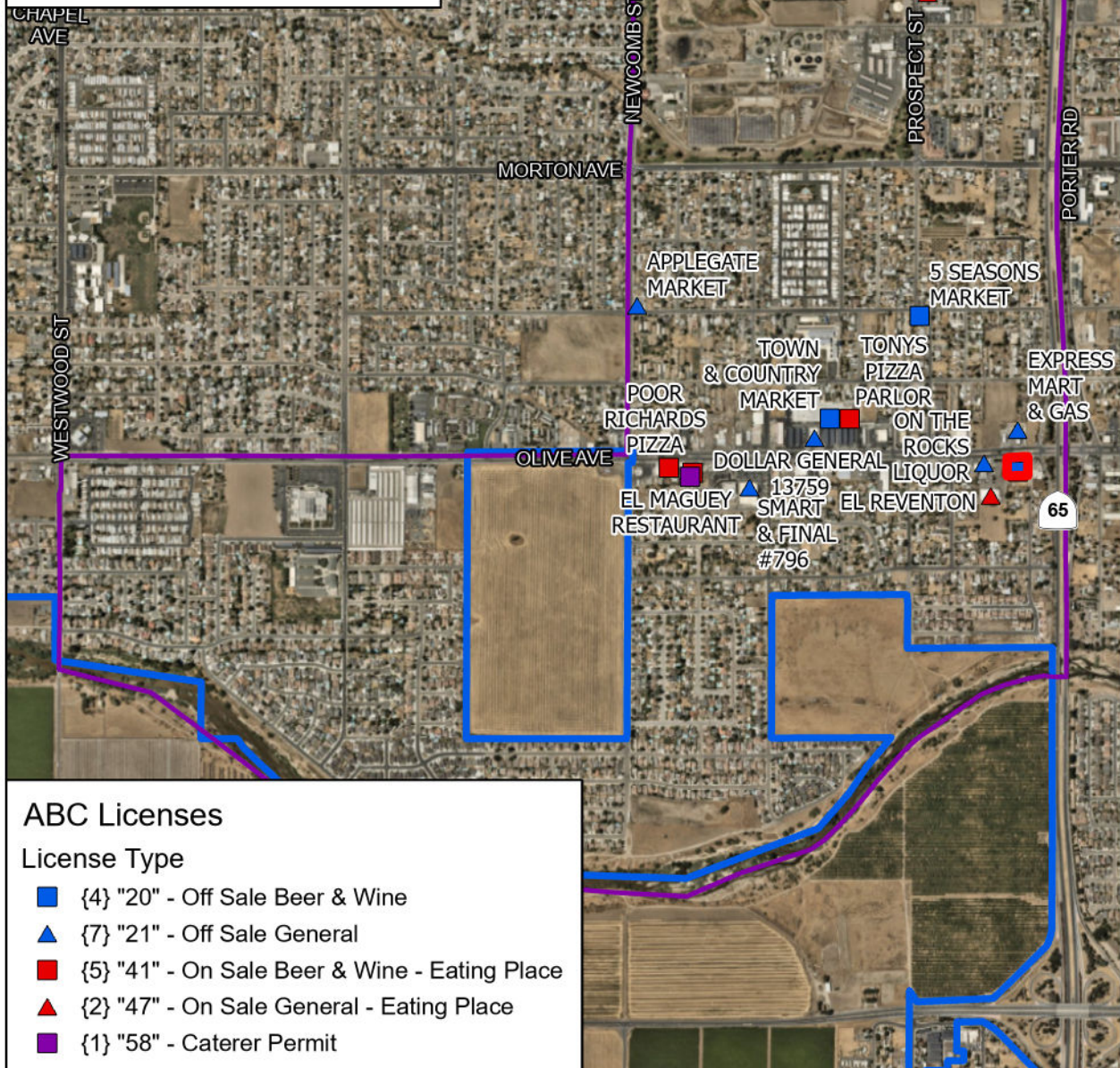
ABC Map PRC 2024-033

Current Allowances in Tract 36.02

On Sale - 6
Off Sale - 7

Current Permits in Tract 36.02

On Sale (41, 47): 7
Off Sale (20, 21): 11
Other (58): 1



**Chevron Alcohol
License Upgrade
@ 1043 W. Olive Ave**

■ Census Tract 36.02
■ Project Location
■ City Limits

1 in = 1,596 feet



RESOLUTION NO. 62-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A CONDITIONAL USE PERMIT (PRC 2021-027-C) TO ALLOW FOR THE CONSTRUCTION OF A CHEVRON SERVICE STATION INCLUDING AN EXTRA MILE CONVENIENCE STORE WITH ALCOHOL SALES AND DRIVE-THRU CAR WASH FACILITIES

WHEREAS: The City Council of Porterville, at its regularly scheduled meeting of October 19, 2021, reviewed and considered an application for a proposed Chevron automobile service station and convenience store with drive-thru car wash and sale of alcohol under a Type 20 off-sale alcohol license to be located at the southwest corner of W. Olive Avenue and S. Cobb Street; and

WHEREAS: Pursuant to Chapter 203 of the Porterville Development Ordinance, a service station requires a conditional use permit (CUP) in the CG (General and Service Commercial) zone; and

WHEREAS: pursuant to Section 301.02 of the Porterville Development Ordinance, a conditional use permit is required for alcoholic beverage sales; and

WHEREAS: On October 11, 2021, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15332 "In-Fill Development Projects" based upon the following findings, the evidence for said findings contained in the record:

1. The project is consistent with the General Plan designation of General and Service Commercial and the CG (General and Service Commercial) zone district.
2. The project occurs within the city limits on a site of no more than five acres and is substantially surrounded by urban uses.
3. The site has no value as habitat.
4. The project will not result in significant effects related to traffic, noise, air quality, or water quality.
5. The site can be served by all required utilities and services; and

WHEREAS: The project site is situated in Tulare County Census Tract 36.02, in which Census Tract there exists an "undue concentration" of off-sale alcohol licenses; and

WHEREAS: The City Council of the City of Porterville authorized the Mayor to sign the Letter of Public Convenience or Necessity due to the over concentration of alcohol licenses within Tulare County Census Tract 36.02; and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties related to said Conditional Use Permit; and

WHEREAS: The City Council made the following findings:

1. The proposed project will advance the goals and objectives of, and is consistent with, the policies of the General Plan and any other applicable plan that the City has adopted.

- a. The project supports and complies with the follow General Plan guiding polices:

LU-G-1: Promote a sustainable, balanced land use pattern that responds to existing needs and future needs of the City.

LU-G-3: Promote sustainability in the design and development of public and private development projects.

ED-G-7: Create an image for Porterville that will attract and retain economic activity.

2. That the proposed location of the project and the conditions under which it will be operated or maintained will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.

Conditions of approval are included herein to ensure adequate operational standards are met. The project is located within an existing building and is conditioned that all activities associated with the sale of alcohol, in association with the Type 20 off-sale license shall be exclusively confined to the interior of the building. No consumption of alcohol is permitted on premises.

Additionally, the project is conditioned to preserve the public safety, health, and welfare to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances, and regulations regarding the sale of alcohol. In the event that any condition of approval is violated the City Council may modify or revoke the conditional use permit.

3. The project is exempt from CEQA pursuant to CEQA Guidelines Section 15332, In-Fill Development Projects.
4. Issuance of an off-sale alcohol license at the project site would serve the public convenience by providing a location along east-bound Olive Avenue that combines multiple uses at a single facility, thus reducing the need for additional vehicle trips, and with the resultant benefit of reducing additional turning movements in proximity to a major interchange. Accordingly, the City Council of the City of Porterville has authorized the Mayor to execute a letter containing a finding to that effect.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the Conditional Use Permit (PRC 2020-027-C) subject to the following conditions:

1. New structures and/or buildings shall comply with the PMC Chapter 21 § 203.03.

- 203.03(a) Articulated Facades. Buildings shall provide adequate architectural articulation and detail to avoid a bulky and “box like” appearance. If new buildings or substantial remodel are proposed, the building façade shall be articulated with measures such as, indentation in plane, change of materials in a complimentary manner, sensitive composition and juxtaposition of opening and solid wall and/or building frame, and projecting elements, such as awnings or marquees, to provide shade and shelter. Strip malls are prohibited.
2. Development of an Auto service stations/car washes shall comply with PMC Chapter 21 § 301.05(10) Specifically, please note the following subsections:
- Washing Facilities: No building or structure shall be located within ten feet (10') of the property line or within twenty feet (20') of any interior lot line of a residential use or an R district.
 - Hours of Operation: Automobile/vehicle washing facilities are limited to seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M., seven (7) days a week. When abutting an R district, the hours of operation shall be eight o'clock (8:00) A.M. to eight o'clock (8:00) P.M., seven (7) days a week unless modified otherwise by a conditional use permit.
 - Application Review and Findings for Approval: In reviewing proposals, emphasis shall be placed on quality design of building materials and landscape features. The following standards shall be incorporated:
 - i. The project shall be designed so that form and scale are harmonious and consistent with the character of the specific site, the adjacent uses and structures, and the surrounding neighborhood.
 - ii. The site design, including the location and number of driveways, shall promote safe and efficient on site and off site traffic circulation.
 - iii. Service bay openings shall be designed to minimize the visual intrusion on surrounding streets and properties.
 - iv. Lighting shall be designed to be low profile, indirect or diffused, create a pleasing appearance, and avoid adverse impacts on surrounding uses.
 - v. Conditions Of Approval: Conditions of approval of a conditional use permit may address operational characteristics of the use; impose restrictions on outdoor storage and display, location of pump islands, canopies and service bay openings; and/or require buffering, screening, lighting, planting areas, or other site elements, in order to avoid adverse impacts on properties in the surrounding area.
3. Parking Requirements are regulated by Chapter 304, and Parking Area Design and Development Standards are addressed in §304.10. The site plan as proposed does not meet certain conditions. Specifically, please note the following subsections:
- §304.04(h) Queuing Area. The number of parking spaces required by Table 304.04(A) does not include queuing space that may be required for vehicles and customers waiting in vehicles for service at drive-through facilities, pump stations,

auto service bays, or similar uses. Queuing Area shall provide space for six (6) vehicles (restaurants shall provide spacing from the menu board). In lieu of this standard, a focused traffic study which models vehicular queuing may be prepared subject to Zoning Administrator approval. The stacking area shall not interfere with other on-site circulation and parking facilities. Where required, queuing area shall be measured as twenty (20) feet per car.

- §304.10(c) Size of Parking Spaces and Maneuvering Aisles. Parking spaces and maneuvering aisles shall be provided to meet the minimum dimensions required by this subsection. Screening walls, roof support posts, columns, or other structural members shall not intrude into the required dimensions for parking spaces.
 - §304.10(i) Landscaping. Landscaping of parking areas shall be provided and maintained according to the general standards of Chapter 303, Landscaping, as well as the standards of this subsection. This is a sizeable section and will not be included in the letter, but please review this section in the Development Code.
4. In addition to the landscaping provisions identified in §304.10(i) referenced above, Landscaping shall comply with PMC Chapter 21 §303 Landscaping (see specifically §303.04) and with PMC Chapter 25, Article I, Division 6, as it relates to water conservation irrigation. Landscaping shall not be installed prior to submittal and approval of a landscaping plan.
 5. All signage, permanent and temporary are subject to PMC Ch. 21 §305. Please see Table 305.09 for sign types and area allowance. Also, specifically note the following subsections:
 - §305.05(d) [Exempt Signs include} Signs, not more than four (4) square feet in area, incorporated into displays, machinery or equipment by a manufacturer, distributor or vendor, such as signs customarily fixed to automated teller machines (ATMs), gasoline pumps, vending machines, menu boards and umbrellas, such as those represented in Figure 305.05(D).
 - §305.07(e) Changeable Copy. Changeable copy shall cover no more than forty percent (40%) of the total sign allowance for manually changeable signs. For electronic message center signs with copy that can be changed or altered by electric, electromechanical, electronic, or any other artificial energy means, the changeable portion of the sign shall cover no more than forty percent (40%) of the total sign allowance. *The following uses are exempt from this restriction:* religious institutions, cinemas, government or civic uses, *gas station uses*, indoor theaters, schools, and colleges.
 6. Lighting and Illumination shall comply with PMC Chapter 21 § 300.07.
 - Maximum height for light fixtures in the CG zone district shall be 40 feet.
 - Parking lot lighting shall comply with PMC Chapter 21 § 304.10(g)
 7. Trash Enclosure shall be developed per PMC Chapter 21 § 300.13.
 8. Development shall comply with PMC Chapter 21 § 306 Performance Standards.
 - 306.07 Lighting and Glare

- 306.08 Maintenance
9. Upon approval of the Conditional Use Permit, any future change in operation which substantially alters the conditions or nature of the subject business will require approval by the City Council. Further, any future violations of regulations of the codes relating to the sales or consumption of alcohol, and/or excessive services calls by the Police Department resulting from the sales of alcohol may result in the revocation of the Conditional Use Permit.
 10. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two years after the date of approval if the on-sale alcohol license is not active or actively pursued. The City Council may approve a one year extension of any permit or approval granted under this ordinance upon receipt of a written application with the required fee before the permit expires.
 11. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.
 12. Pursuant to Section 601.10(d) the City Council may revoke the permit if it makes any of the following findings:
 - That approval was obtained by means of fraud or misrepresentation of a material fact;
 - That the use in question has ceased to exist or has been suspended for one year or more;
 - That there is or has been a violation of or failure to observe the terms or conditions of the permit or variance, or the use has been conducted in violation of the provisions of this ordinance, law or regulation; or
 - That the use to which the permit or variance applies has been conducted in a manner detrimental to the public safety, health and welfare or so as to be a nuisance.
 13. The hours of operation during which alcoholic beverages may be sold shall be limited to 6:00 a.m. to 12:00 a.m., seven days a week. Any amendments to business that would modify this condition will be subject to modification of this permit.
 14. All activities associated with the proposed use shall be exclusively confined to the interior of the building to the extent permitted by Alcohol Beverage Control.
 15. The developer/applicant shall provide soil compaction test(s) as required by the applicable building code sections.
 16. The developer/applicant shall pay School Development fees and all other City fees at the time table determined by current City Ordinance.
 17. The developer/applicant shall pay all fees according to the Municipal Code and State Law.
 18. The developer/applicant shall obtain plan approval from the Tulare County Health Department and provide proof of said approval to the City of Porterville Building Department prior to the issuance of the building permit.

19. The developer/applicant shall request inspection by the Tulare County Health Department and shall provide proof of approval prior to final occupancy being requested/granted by the City of Porterville.
20. Restrooms, main entrance/s, and paths of travel from designated parking stalls shall comply with current access laws (both State and federal). The most stringent Code shall prevail.
21. Plan submittals shall include the installation of bike racks if the occupant load is ten (10) or more. (Per California Green Code.)
22. Plan submittals shall include the installation of Clean Air parking stall(s) if ten (10) or more parking stalls are required for the project. (Per California Green Code.)
23. All construction offices, storage containers, etc. planned and/or intended for temporary use during construction must receive approval from the Chief Building Official through a separate permit process prior to their installation and/or placement on the property and must be removed from the jobsite prior to final occupancy being requested and/or approved.
24. Signs require separate plan submittal and separate permit per the Development Ordinance.
25. The Building Official has designated the proposed construction to be a B Occupancy Classification.
26. A back-flow device is required on the water meter.
27. A grease trap or grease interceptor is required.
28. The developer/applicant shall comply with the City standard for "backflow" prevention pursuant to Resolution No. 9615.
29. The developer/applicant shall comply with Ordinance No. 1636 regarding Waste Water Discharge requirements and shall complete and submit the following:
 - Wastewater Discharge Permit application, Part "A"; and
30. If monitoring is required, based on the responses to questions in Part "A" of the Wastewater Discharge Permit, then the developer/applicant shall complete and submit the remainder of the application along with the Permit Fee, and provide monitoring facilities to allow inspection, sampling, and flow measurement of the flows in the sewer and drainage system.
31. An oil, sand, and silt separator, with a capacity of at least 1,000 gallons, will be required for this car wash development. Capacity calculations shall be provided with the building permit application. City also requests that the developer/applicant consider enhancing the water recycling and water conservation capabilities of the proposed car wash facility.
32. The developer/applicant shall install a refuse container enclosure according to City standards. Enclosure location to be approved by City prior to issuance of building permit. Enclosure should be oriented for direct stab pick up. The developer/ applicant

- shall also sign a waiver of liability for refuse truck damage to the parking lot if the refuse container location requires refuse trucks to travel on the parking lot.
33. Unless otherwise noted, the developer/applicant shall comply with the City Master Plans and Standard Drawings, Standard Specifications for Public Works Construction (2018 Edition), and Caltrans Standard Plans and Specifications (2018 Standards), except where they are in conflict with current access compliance regulations, the current California Building Code, the Tulare County Hazardous Waste Management Plan, the California Manual on Uniform Traffic Control Devices, the Porterville Circulation Element, and the Tulare County Congestion Management Program.
 34. The developer/applicant shall pay all applicable fees according to the Municipal Code and State law. The developer/applicant is hereby notified that you have the right to pay fees, dedications, reservations or other exactions, under protest, pursuant to Government Code Section 66020(a). You have 90 days from the date fees are paid to file a written protest.
 35. The developer/applicant shall comply with Appendix J, "Grading" of the current California Building Code, including provision of a grading and drainage plan signed by a licensed civil engineer or architect. The developer/applicant shall comply with City Retaining Wall Standards (adopted by City Council January 3, 1989) at lot lines where such standards are applicable.
 36. The developer/applicant shall construct drainage facilities as required to serve the property (Ord. No. 1306). A minimum amount of runoff must be contained onsite per the State's MS4 requirements. Drainage calculations must be submitted to verify that onsite drainage area/s will capture necessary runoff. The parking lot/site shall be designed to convey water to the City drainage system without crossing driveways. The developer/applicant is required to install a sidewalk channel drain at the low side of the driveway, where applicable.
 37. The developer/applicant shall provide a Soils Report in conformance with Chapter 18 of the current California Building Code. The Soils Report shall include R-Value testing, expansion indexes, etc. where required for the construction of public improvements.
 38. The developer/applicant shall construct and/or repair street, curb, gutter, sidewalk, etc. along the full parcel frontage, except where they exist and are determined to be in good condition and in compliance with current accessibility standards in the opinion of the City Engineer (Ord. No. 1306). The existing drive approaches are non-compliant and must be removed. The developer shall provide an accessible path across the proposed driveway serving the property. The developer/applicant shall remove existing sidewalk, and replace with parkway and sidewalk meeting current City Standards. The developer/applicant shall construct an accessible curb return at the Northeast corner of the property (Southwest corner of Olive Ave and Cobb S). Compliant curb, gutter, and sidewalk must be installed along full property frontage(s).

39. The developer/applicant shall comply with driveway vehicular sight distance requirements per Section 300.16 of the Development Ordinance and driveway separation from property line per City standards.
40. The developer/applicant shall design the parking lot in conformance with Chapter 304 of the Development Ordinance if the project includes establishment, alteration, expansion, or change in any use or structure. Minimum cross slopes within the parking lot shall be 1.5% for asphalt concrete or 1% for concrete paving areas, unless approved otherwise.
41. The developer/applicant shall provide a site plan that illustrates truck-turning movements within the parking lot, where applicable. The site plan shall be approved prior to issuance of a building permit application. (This requirement includes, but is not limited to, refuse trucks.)
42. The developer/applicant shall, under City inspection, remove all existing abandoned and unnecessary items, to the satisfaction of the City Engineer, before the issuance of a certificate of occupancy (for example, foundations, septic tanks, irrigation pipes, etc.).
43. The developer/applicant shall abandon existing wells, if any, after first getting an abandonment permit from the Tulare County Environmental Health Services Division. The developer/applicant is required to provide the City Engineer with proof of compliance with County regulations before performing any grading or issuance of the building permit, whichever comes first.
44. The developer/applicant shall assure compliance with Section 7-8, Work Site Maintenance of the Standard Specifications. Applicable requirements from both San Joaquin Valley Air Pollution Control District Regulation VIII, Fugitive PM10 Prohibitions and the California Green Code Standards must also be met. During grading operations the "Supervising Civil Engineer" shall be responsible for enforcing the dust control provisions of Section 7-8 or the developer/applicant shall pay inspection to compensate the City for dust control inspection; the inspection fees will be calculated based on the Engineer's Estimate of reasonable cost of the grading project.
45. The developer/applicant shall not allow onsite runoff or debris outside of the limits of the property during construction. Applicable best management practices (BMPs) shall be implemented to protect the City's drainage system and inhibit vehicle track-out onto City streets. The improvement plans shall show the location of BMPs and areas designated for erosion and waste control. The developer/applicant shall remove and properly dispose of waste and spills deposited in the project area.
46. The developer/applicant shall construct the pipe connecting to on-site fire hydrants (where necessary) to City water main standards and shall provide backflow prevention

at the property line, unless easements for maintenance to the on-site water mains are provided.

47. The developer/applicant is hereby notified that the installation of an additional water meter, servicing the irrigation system, is required for monitoring actual water usage if the landscape area is 1000 square feet or more. The City will require payment of impact fees based on estimated usage and will monitor actual water usage for one year. The City will bill/credit the owner the difference between the estimated impact fees paid and the actual water usage.
48. The developer/applicant shall design on-site water systems meeting the requirements of the current California Plumbing and Fire Codes. It shall be noted that the City water system complies with Title 22 of the California Administrative Code and any assurance to effectively provide water pressure for multi-story buildings is the sole responsibility of the owner/builder.
49. The developer/applicant is hereby notified that they shall connect the property to the City Sewer system.
50. The developer/applicant shall dedicate right-of-way for a street width that matches the ultimate width in the adopted Land Use and Circulation Element and/or the width established by the City Council, and dedication of required property for accessible ramp(s), sidewalk, etc. The ultimate right of way for Olive Avenue shall be 116' with a curb to curb width of 90' followed by 7.5' of parkway and 8' of sidewalk. The ultimate right of way for Cobb Street shall be 56' with a curb to curb width of 36', followed by 5' of parkway and 5' of sidewalk. Dedication may be required to allow for the proper installation of the accessible curb return at the Southwest corner of Olive Ave and Cobb St. Total area of dedication to be determined by a licensed surveyor.
51. The developer/applicant shall move existing utility structures (i.e., poles, splice boxes, vaults, etc.) to a position that provides a minimum of four feet (4') of clear space in the sidewalk area and a minimum of two feet (2') of clear space from the curb face to the structure, unless the utility structures are below grade (Title 24 DSA).
52. The developer/applicant shall provide one 71W 3000K LED streetlight on Marbelite pole on Olive Avenue following Southern California Edison Company specifications, as approved by the City Engineer. Wood poles are expressly prohibited without prior written approval of the City Engineer.
53. If hazardous materials are to be stored in jurisdictional quantities anywhere on the property, the developer/applicant shall develop and maintain a Hazardous Materials Business Plan Program, follow Chapter 6.95 of the Health and Safety Code, and shall inform the Hazardous Materials Unit of the Tulare County Environmental Health Services Division. The developer/ applicant shall provide proof of compliance with

County requirements before issuance of a certificate of occupancy.

54. If underground storage tank(s) are to be used for storage of hazardous substances, the developer/applicant shall follow California Health and Safety Code, Division 20, Chapter 6.7, Section 25280 through 25299.6, governing the underground storage of hazardous substances.
55. The developer/applicant shall file an "Underground Storage Tank Closure" application and obtain a "Permit to Abandon" from Tulare County Division of Environmental Health Services prior to the excavation and removal of any underground storage tanks. The developer/applicant is required to provide the City Engineer with proof of compliance with County regulations before performing any grading or issuance of the building permit, whichever comes first.
56. If any part of the facility has the potential for emitting hazardous air emissions and the facility is within 1,000 feet of a school, hospital, or long-term care facility, then the developer/applicant shall follow Chapter 6.95, Sections 25502, 25503 & 25531, et seq. of the Health and Safety Code by submitting proof of notification of the Hazardous Materials unit of the Tulare County Environmental Health Services Division before issuance of the building permit. The developer/ applicant shall submit written proof of compliance with County requirements to the City before the City issues the certificate of occupancy.
57. If developer/applicant anticipates that interstate (extra length) trucks will service this property, then the developer/ applicant shall pay the required fee and apply for revision to the STAA Truck Route before issuance of the building permit.

PASSED, APPROVED AND ADOPTED this 19th day of October, 2021.



Adrian Monte Reyes, 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 19th day of October, 2021.

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

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

JOHN D. LOLLIS, City Clerk

By: 
Fernando Gabriel-Moraga, Deputy City Clerk

RESOLUTION NO. ____ - 2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF APPROVAL OF
MODIFICATION NO. 1 OF CONDITIONAL USE PERMIT NO. PRC 2020-027-C TO
UPGRADE FROM A TYPE 20 OFF-SALE ALCOHOL LICENSE TO A TYPE 21 OFF-
SALE ALCOHOL LICENSE FOR EXTRA MILE CHEVRON, LOCATED AT 1043 W.
OLIVE AVENUE**

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of January 21, 2025, conducted a public hearing to consider Modification No. 1 to Conditional Use Permit PRC 2020-027-C (Resolution No. 62-2021) to upgrade from a Type 20 Off-Sale alcohol license to a Type 21 Off-Sale alcohol license for Extra Mile Chevron, located at 1043 W. Olive Avenue; and

WHEREAS: On January 10, 2025, a notice was published in *The Porterville Recorder* setting the date, and place of a public hearing for January 21, 2025, and similar notices were sent to owners of property within 500 feet radius of the site and posted at City Hall and the City's website announcing the same; and

WHEREAS: On October 19, 2021, the City Council of the City of Porterville conducted a public hearing and adopted Resolution No. 62-2021 approving Conditional Use Permit (PRC 2020-027-C), to allow for the development of a Chevron automobile service station including an Extra Mile convenience store with alcohol sales under a Type 20 Off-sale alcohol license and a drive-thru car wash facility; and

WHEREAS: On January 21, 2025, the City Council opened a public hearing to consider Modification No. 1 of Conditional Use Permit PRC 2020-027-C, for Extra Mile Chevron, in response to the applicant's request to upgrade from a Type 20 Off-sale alcohol license to a Type 21 Off-sale in order to allow for the sale of beer, wine, and distilled spirits for the Extra Mile Chevron; and

WHEREAS: On December 18, 2024, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to §15301 Existing Facilities; and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties related to said Modification of Conditional Use Permit (PRC 2020-027-C); and

WHEREAS: Section 301.02 of the Porterville Development Ordinance requires Conditional Use Permit approval for any use involving the sale of alcoholic beverages under an on-sale or off-sale license; and

WHEREAS: The City Council made the following findings:

1. That the applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the Conditional Use Permit as provided in Section 601.10 of the Porterville Development Ordinance.

2. The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for CG (General and Service Commercial).
3. The CG Land Use Designation is intended to provide areas for retail and services uses that meet local and regional demand. The current use of a convenience store with alcohol sales would suit the purpose of the zone designation. The convenience store is a permitted use in the CG Zone District and the sale of alcohol under a Type-21 Off-Sale alcohol license will require the modification to the existing Conditional Use Permit (PRC 2020-027-C).
4. The project is exempt from the California Environmental Quality Act under CEQA Guidelines Section 15301, Existing Facilities.
5. The California Department of Alcoholic Beverage Control (ABC) allows for a specific number of licenses per census tract, based on population. The subject site is located within Census Tract 36.02 and allows for six (6) On-sale and seven (7) Off-sale licenses without being deemed over-concentrated. Census Tract 36.02 currently contains seven (7) On-Sale licenses for alcohol sales and eleven (11) Off-Sale licenses for alcohol sales. Approval of the requested modification to Conditional Use Permit (PRC 2020-027-C) would not change the number of Off-sale licenses within the census tract, as it would be an upgrade from an existing Type 20 Off-Sale alcohol license.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Modification No. 1 to Conditional Use Permit (PRC 2020-027-C), subject to the following conditions:

1. The development shall comply with conditions from Conditional Use Permit (PRC 2020-027-C) as outlined in Resolution No. 62-2021.
2. No advertisement of alcoholic products shall be displayed and/or viewed from the outside of the building.
3. The on-site consumption of alcoholic beverages shall be prohibited.
4. The use shall be conducted in compliance with all applicable local, state and federal regulations.
5. The Modification No. 1 to Conditional Use Permit shall become null and void if not actively and continuously undertaken within one (1) year.
6. Upon approval of the Conditional Use Permit, any future change in operation which substantially alters the conditions or nature of the subject business will require approval by the City Council. Further, any future violations of regulations of the codes relating to the sales or consumption of alcohol, and/or excessive service calls by the Police Department resulting from the sales of alcohol may result in revocation of the Conditional Use Permit.
7. Approval of the Conditional Use Permit Modification No. 1 by the City Council, shall expire two (2) years after the date of approval if the Off-sale alcohol license is not actively pursued. The City Council may approve a one (1) year extension of any permit or approval granted under this ordinance upon receipt of a written application with the required fee before the permit expires, pursuant to Section 601.08 of the Porterville Development Ordinance.

8. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the Conditional Use Permit as provided in Section 601.10 of the Porterville Development Ordinance.
9. Pursuant to Section 601.10(d) the City Council may revoke the permit if it makes any of the following findings:
 - That approval was obtained by means of fraud or misrepresentation of a material fact;
 - That the use in question has ceased to exist or has been suspended for one (1) year or more;
 - That there is or has been a violation of or failure to observe the terms or conditions of the permit or Variance, or the use has been conducted in violation of the provisions of this ordinance, law or regulation; or
 - That the use to which the permit or Variance applies has been conducted in a manner detrimental to the public safety, health and welfare or so as to be a nuisance.
10. The hours of operation during which alcoholic beverages may be sold shall be limited to 6:00 a.m. – 2:00 a.m. Any amendment to business hours that would modify this condition will be subject to a modification of this permit.
11. All activities associated with the proposed use shall be exclusively confined to the interior of the building to the extent permitted by the California Department of Alcohol Beverage Control.

PASSED, APPROVED AND ADOPTED this 21st day of January, 2025.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

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



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Approval of the Analysis of Impediments to Fair Housing Choice and Citizen Participation Plan

SOURCE: Community Development

COMMENT: As a recipient of federal funding, the City of Porterville is required to conduct an Analysis of Impediments (AI) to Fair Housing Choice every five years. The prior AI was adopted in 2020, which covers the period of 2020-2021 through 2024-2025.

The draft AI is an assessment of how laws, governmental policies, real estate practices, and local conditions may affect the location, availability, and accessibility of housing. The analysis of their impact on housing choice can highlight areas where actions might broaden the housing options of persons protected by fair housing laws.

The review and assessment have identified four (4) goals and recommendations to reduce impediments to fair housing choice. The list below represents the new recommendations for the City of Porterville to affirmatively further fair housing and reduce and/or eliminate impediments to Fair Housing Choice. Although many of the goals mentioned below are already addressed in some way by the City, this document identified how those processes can be strengthened and/or new strategies that can be used/implemented to reduce impediments to fair housing choice. Additionally, this document helps in the development of priorities of the Community Development Block Grant 5-year Consolidated Plan.

Goal 1: Provide consistent and even Fair Housing services, outreach, and support to all citizens and program applicants.

Recommendations:

- Translate the City's Community Development Block Grant (CDBG) webpage and vital HUD-funded program documents into Spanish. Make informational pamphlets and Fair Housing brochures available for LEP individuals. Ensure sub-recipients have Spanish-translated documents.
- Continue to provide citizens with consistent Spanish translation services. Continue to utilize a test to certify employees so that

quality translation services are available to limited English proficiency (LEP) individuals.

- Continue to work with Community Partners to promote the County's HUD-funded programs to the Hispanic community. Find new potential partners to provide notice of the availability of language assistance services to external stakeholders through outreach initiatives, social media, and web page presence

Goal 2: Track activities Citywide that provide information and education about fair housing resources and activities. Implement a streamlined process for addressing fair housing complaints and record-keeping.

Recommendations:

- The City of Porterville Staff should track and document all fair housing activities, educational training, and programs that occur in their jurisdiction each program year.
- Centralize the tracking of fair housing complaints to only one or two designated places for efficient record-keeping and follow-up.
- Establish a warm handoff protocol with local Legal Aid and HUD to facilitate the seamless transfer of fair housing complaints.
- Develop a standardized system for recording and monitoring fair housing complaints to ensure thorough documentation and timely resolution.
- Provide training opportunities for employees to create a systematic conduit that functions to funnel these complaints/concerns to the proper channels.
- These documents should be systematically cataloged and stored in a designated place to ensure accessibility and transparency. This designated folder needs to be available to HUD.

Goal 3: Identify areas with zoning restrictions that may hinder affordable housing development.

Recommendations: Research and analyze current zoning requirements and regulations regarding affordable housing development. Work to amend the Zoning Code to facilitate the development of various housing types.

- Propose amendments to zoning regulations to allow for more flexibility in affordable housing development.
- Collaborate with community stakeholders to gather input and support for potential zoning changes.
- Educate city officials and decision-makers about the benefits of modifying zoning requirements to promote affordable housing.
- Explore incentive programs and partnerships to encourage

developers to prioritize affordable housing within existing zoning frameworks.

- Communicate progress and updates to the public to foster transparency and awareness.

Goal 4: To establish an efficient and transparent complaint management system.

Recommendations:

- Provide comprehensive training opportunities for employees to create a systematic conduit for channeling complaints and concerns to the appropriate channels. This includes tracking responses and resolutions to ensure that all complaints are promptly addressed. Implementing this system can improve visibility and transparency in the complaint management process.
- By tracking participants and applicants, the City can assess whether they represent a diverse cross-section of the community, mainly focusing on those in federally protected classes. This can help to ensure that our processes are inclusive and fair to all individuals.

The attached Draft AI is currently under a 30-day comment period, which began on December 20, 2024, and concludes with this public hearing (January 21, 2025), was opened to allow the public to review the AI and provide comments. At the time of the writing of this staff report, no written comments have been received, however if any are received during this public hearing or after the publishing of this staff report, those will be addressed and if appropriate, incorporated into the document. If Council adopts the draft AI, it will then be submitted to the Department of Housing and Urban Development.

Additionally, in preparation for the development of the 2025-2029 Five-Year Consolidated Plan and first year (25/26) Annual Action Plan (AP) to be submitted to the federal Department of Housing and Urban Development (HUD), staff has prepared for the Council's consideration of the Citizen Participation Plan (CPP.)

HUD requires each jurisdiction that receives formula grants through its Community Development Block Grant (CDBG) Program to prepare and adopt a Citizen Participation Plan, which provides guidelines for the participation of residents in determining the use of CDBG funds. This Plan is reviewed annually for necessary revisions prior to City Council's adoption of the CDBG Action Plan. In 2020, the Citizens Participation Plan was developed by The Ramsey Group Consultants and is in compliance with federal regulations. The current CPP is attached reflecting only minor revisions as necessary to update contact

information and dates. Additionally, the tentative Citizens' Advisory and Housing Opportunity Committee Participation Plan Schedule is attached.

RECOMMENDATION: That the City Council:

1. Conduct a Public Hearing on the proposed 2025 Analysis of Impediments to Fair Housing Choice;
2. Adopt the draft Resolution approving the 2025 Analysis of Impediments to Fair Housing Choice;
3. Adopt the draft Citizen Participation Plan; and
3. Authorize the City Manager to execute all necessary documents and further authorize the City Manager to be authorized to make any augmentation, modification, additions or revisions as may be necessary to conform to the requirements of the Department of Housing and Urban Development.

ATTACHMENTS:

1. Draft Resolution
2. Draft 2025 Analysis of Impediments to Fair Housing Choice (Exhibit A to Resolution)
3. Draft Citizen Participation Plan
4. CPP Schedule

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Jason Ridenour, Interim City Manager

RESOLUTION NO. ____-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
ADOPTING THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

WHEREAS, the City Council of the City of Porterville, at its regular scheduled meeting of January 21, 2025, conducted a public hearing to receive comments on the Draft Analysis of Impediments to Fair Housing Choice; and

WHEREAS, the Fair Housing Act of 1968, provides for fair housing throughout the country and prohibits any person from discriminating in the sale, rental, or financing of housing; and

WHEREAS, the City of Porterville receives federal Community Development Block Grant funds from the U.S. Department of Housing and Urban Development; and

WHEREAS, the City has updated an Analysis of Impediments to Fair Housing that outlines the City's strategy to affirmatively promote equal housing opportunity and remove impediments to fair housing choice; and

WHEREAS, the City of Porterville has consistently supported the concept of the provision of fair housing for its residents without regard to race, color, religion, sex, national origin, handicap, or familial status; and

WHEREAS, the purpose of the Analysis of Impediments is to provide essential, specific, and detailed information and data to municipal officials, staff, policy makers, housing developers, lenders, and fair housing advocates, and to help build public support for fair housing efforts; and

WHEREAS, the report represents the City of Porterville's efforts in making an objective assessment of the nature and extent of fair housing concerns in the City as well as the potential impediments to making fair housing choice available to its residents.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve and adopt the Analysis of Impediments to Fair Housing Choice as provided in Exhibit "A."

PASSED, APPROVED AND ADOPTED this 21st day of January, 2025.

Greg Meister, Mayor

ATTEST:

Jason Ridenour, Interim City Clerk

By:

Fernando Gabriel-Moraga, Acting Chief Deputy City Clerk



DRAFT

City of Porterville
Analysis of Impediments to Fair Housing
Choice

2025

TABLE OF CONTENTS

INTRODUCTION AND EXECUTIVE SUMMARY	
Executive Summary	3
Who Conducted	9
Methodology	10
Funding	10
Conclusions	11
JURISDICTIONAL BACKGROUND DATA	14
Demographic Data	15
Employment Data	27
Housing Profile	36
EVALUATION OF CITY OF PORTERVILLE'S CURRENT FAIR HOUSING LEGAL STATUS	45
HUD – Office of Fair Housing and Equal Opportunity (FHEO)	46
A Brief Overview of the Fair Housing Act	47
Reasonable Accommodations and Modifications	54
Fair Housing Assistance Program (FHAP)	57
Fair Housing Initiatives Program (FHIP)	61
City of Porterville Housing Survey	68
Sampling of comments from the Porterville Community Survey	69
IDENTIFICATION OF IMPEDIMENTS TO FAIR HOUSING CHOICE	70
Public Sector	71
Private Sector	74
Public and Private Sector	76
ASSESSMENT OF CURRENT PUBLIC AND PRIVATE FAIR HOUSING PROGRAM	78
HUD Five-Year Consolidated Plan	
CONCLUSIONS AND RECOMMENDATIONS	80
Impediments to Fair Housing Choice and Action Steps	80
SIGNATURE FOR CITY OF PORTERVILLE	81

Introduction and Executive Summary

Executive Summary

The City of Porterville receives an annual allocation from the US Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program. In program year 2024, the City's CDBG entitlement grant was **\$710,793**.

Title VIII of the Civil Rights Act of 1968, known as the **Fair Housing Act**, requires HUD and recipients of federal funds from HUD to affirmatively further the policies and purposes of the Fair Housing Act, also known as "affirmatively further fair housing" or "AFFH." The obligation to affirmatively further fair housing requires recipients of HUD funds to take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics, which are:

- Race
- Color
- National Origin
- Religion
- Sex
- Familial Status
- Disability

Generally, in administering programs and activities relating to housing and community development, the federal government, HUD, and its recipients must:

- Determine who lacks access to opportunity and address any inequity among protected class groups
- Promote integration and reduce segregation
- Transform racially or ethnically concentrated areas of poverty into areas of opportunity

The CDBG program contains a regulatory requirement to affirmatively further fair housing based upon HUD's obligation under Section 808 of the Fair Housing Act.

HUD defines impediments to fair housing choice as:

1. Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices.
2. Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices based on race, color, religion, sex, disability, familial status, or national origin.

The CDBG regulation also reflects the CDBG statutory requirement that grantees certify that they will affirmatively further fair housing. HUD's goal is to expand mobility and widen a person's freedom of choice.

California Fair Housing Laws

The California Department of Fair Employment and Housing (DFEH) was established as an independent department of the State in 1980 that holds responsibility for protecting California residents from discrimination and hate violence in employment and housing and public accommodation. In 2022 DFEH underwent a major transformation changing its name to The California Civil Rights Department (CRD). which more accurately reflects the scope of jurisdiction of CRD's and the Council's regulatory and non-regulatory work. Statutory mandate calls for implementation and enforcement of the following fair housing laws:

California Fair Employment and Housing Act (FEHA): In addition to the protected classes identified under the federal government's Fair Housing Act, FEHA requires that the following classes also be protected from employment discrimination in the State of California "because of:

1. Race
2. Color
3. Religion (includes religious dress and grooming practices)
4. Sex/gender (includes pregnancy, childbirth, breastfeeding, and/ or related medical conditions)
5. Gender identity, gender expression
6. Sexual orientation
7. Marital Status
8. Medical Condition (genetic characteristics, cancer or a record or history of cancer)
9. Military or veteran status
10. National origin (includes language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law)
11. Ancestry
12. Disability (mental and physical, including HIV/AIDS, cancer, and genetic characteristics)
13. Genetic information
14. Request for family care leave
15. Request for leave for an employee's own serious health condition
16. Request for Pregnancy Disability Leave
17. Retaliation for reporting patient abuse in tax-supported institutions
18. Age (over 40)
19. Source of Income
20. Arbitrary Characteristics

State and local fair housing laws

These laws include the following:

- California Fair Employment and Housing Act (FEHA) (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2)
- FEHA Regulations (California Code of Regulations (CCR), title 2, sections 12005-12271)
- Government Code section 65008 covers actions of a city, county, city and county, or other local government agency and makes those actions null and void if the action denies an individual or group of individuals the enjoyment of residence, landownership, tenancy, or other land use in the state because of membership in a protected class, the method of financing, and/or the intended occupancy.
- For example, a violation under Government Code section 65008 may occur if a jurisdiction applied more scrutiny to reviewing and approving an affordable development as compared to market-rate developments, or multifamily housing as compared to single family homes.
- Government Code section 65008, subdivision (e), authorizes preferential treatment of affordable housing.
- Government Code §8899.50 requires all public agencies to administer programs and activities relating to housing and community development in a manner to affirmatively further fair housing and avoid any action that is materially inconsistent with its obligation to affirmatively further fair housing.
- Government Code §11135 et seq. requires full and equal access to all programs and activities operated, administered, or funded with financial assistance from the state, regardless of one's membership or perceived membership in a protected class.
- Density Bonus Law (Gov. Code, §65915.)
- Housing Accountability Act (Gov. Code, § 65589.5.)
- No-Net-Loss Law (Gov. Code, § 65863)
- Least Cost Zoning Law (Gov. Code, § 65913.1)
- Excessive subdivision standards (Gov. Code, § 65913.2.)
- Limits on growth controls (Gov. Code, § 65302.8.)
- Housing Element Law (Gov. Code, § 65583, esp. subds. (c)(5), (c)(10).)

The City of Porterville ensures compliance with these laws through the City's daily operations and HUD program administration. Generally, in administering programs and activities relating to housing and community development, the federal government, HUD, and its recipients must:

- Determine who lacks access to opportunity and address any inequity among protected class groups
- Promote integration and reduce segregation
- Transform racially or ethnically concentrated areas of poverty into areas of opportunity

- **Unruh Civil Rights Act (Unruh Act):** The Unruh Act protects individuals from discrimination in business establishments in California, to include housing and public accommodations on the basis of “sex, race, color, religion, ancestry, national origin, disability, or medical condition.” Specifically, the Unruh Act prohibits arbitrary discrimination associated with personal characteristics or traits in an individual or family’s efforts to obtain housing.
- ***Disabled Persons Act:*** Under California Civil Code §54(a) (1), individuals with disabilities shall be entitled to full and equal access, as other members of the general public, to all housing accommodations offered for rent, lease, or compensation in this state, subject to the conditions and limitations established by law, or state or federal regulation, and applicable alike to all persons.

Ralph Civil Rights Act (Ralph Act): The Ralph Civil Rights Act prohibits hate violence against individuals on the basis of race, ethnicity, religious affiliation, gender, age, disability, sexual orientation, or political affiliation and provides civil and administrative remedies for victims protected under these classes. The Ralph Act is intended to protect individuals from hate and impose criminal penalties on violators.

As discussed below, DFEH is also responsible for administering the Bane Civil Rights Act and three California government code sections aimed at protecting individuals from housing discrimination.

- ***Bane Civil Rights Act (Bane Act):*** The Bane Act prohibits violence or threat of violence against individuals on the basis of “race, color, religion, ancestry, national origin, political affiliation, sex, sexual orientation, age, disability, or position in a labor dispute.” It is intended to ensure that Californians do not experience force or threat of force; protects equal access to housing for residents; and imposes criminal penalties on violators. California Government Code Sections 111135, 65008, and 65589.5 are also intended to protect individuals from discriminatory practices under state-funded programs and activities and land use negotiations

As a result, the City of Porterville is required to:

- Conduct an analysis to identify impediments to fair housing choice within the jurisdiction;
- Take appropriate actions to overcome the effects of any impediments identified through the analysis;
- Maintain records reflecting the analysis and activities taken in this regard.
- Porterville is dedicated to implementing these objectives and will:
- Analyze and work to eliminate housing discrimination in the jurisdiction;
- Form policy to better support fair and equitable housing;
- Promote fair housing for all persons;
- Provide opportunities for inclusive patterns of housing occupancy regardless of race, color, religion, sex, familial status, disability, and national origin;

- Promote housing that is structurally accessible to and usable by all persons, particularly persons with disabilities; and
- Foster compliance with the nondiscrimination provision of the Fair Housing Act.

Although the City's obligation arises in connection with the receipt of Federal funding, ***its fair housing obligation is not restricted to the design and operation of HUD-funded programs at the local level.*** The fair housing obligation extends to all housing and housing-related activities in City of Porterville's jurisdictional area, whether publicly or privately funded.

This report provides the City of Porterville with a roadmap to enable the City to address and remedy any challenges that residents may experience that impact their access to fair and affordable housing.

The goal of the City in conducting the Assessment of Impediment to Fair Housing Choice (AI) is not only to identify and provide solutions to barriers and impediments to fair housing but also to **provide a structure for ongoing dialogue, relationships, and greater housing choice throughout the community.** Open communication and strong relationships are necessary to ensure a continuous exchange of ideas, concerns, analysis, and evaluation.

Public Engagement—In addition to collecting quantitative data for this report, the City actively established relationships with community residents, organizations, agencies, and businesses to gather qualitative input on fair housing issues. To ensure broad citizen representation in the preparation of this Analysis of Impediments to Fair Housing Choice, the City, in collaboration with **The Tulare Region Multi-Jurisdiction Housing Element**, designed and administered a community housing needs survey. The community needs survey was distributed to residents, workers, service providers, and businesses of the City. Much of the survey data helped to inform the 2024 Analysis of Impediments to Fair Housing Choice.

This process involved hosting community forums and conducting small group interviews to understand the concerns and ideas of residents, service providers, and representatives of organizations, agencies, and businesses related to fair housing choices within the City.

Summary of Citizen Participation Process

Community and Stakeholder Forums

The City organized a community workshop on May 23, 2023, as part of its efforts to gather information for the Tulare County Regional Housing Element. An online survey solicited input on housing needs and preferences. The survey was available in English and Spanish on the Housing Element website from February 6 to March 16, 2023, and 129 responses were received (125 in English and four in Spanish). The City also conducted a series of stakeholder interviews with service providers, community organizations, and affordable and market-rate housing developers between May 21 and April 4, 2023.

The City held a community workshop on May 23, 2023. An online survey was available in both English and Spanish on the Housing Element website from February 6 to March 16, 2023. The City also participated in a series of stakeholder interviews with service providers, community organizations, and affordable and market-rate housing developers held between May 21 and April 4, 2023. Porterville utilized the following notification methods during the Housing Element update process to engage a diverse array of community members:

- Posts to the City's Facebook and Instagram accounts and the City's website announcing the housing needs survey.
- Hard copies of the survey were placed in City Hall and the library.
- A press release notifying the community about the Housing Element.
- Emails to community organizations to request assistance with sharing the survey
- Tabling at Pioneer Days, handing out Surveys and housing information.
- The survey is live on the website and available through stakeholders and outreach events.

Community Workshop

Community members and service providers supplied first-hand insight into fair housing issues and concerns. City members found that the following themes emerged as important:

- There is a need for more affordable housing in the city, particularly accessible, affordable housing for residents with disabilities and housing for all income levels.
- Participants also stated there is not enough housing near transit stops and facilities. Households using HCVs have difficulty finding available affordable housing and there are not enough housing opportunities for these households.
- Additionally, participants identified a need for strategic community engagement and outreach programs regarding housing, suggesting the City work with trusted local organizations.

Online Survey Responses

Participants identified the most significant housing barriers are

- Rent affordability and rent increase
- Lack of housing with supportive services, and
- Difficulty buying a home.

Respondents in Porterville identified the most significant barriers to affording desirable housing as

- A lack of available housing that is rent-restricted and
- The low supply of housing.
- The most urgent housing issues are
- Affordability and availability of desired housing,
- Overcrowded housing, and
- Homelessness

Respondents stated home rehabilitation assistance programs, mobile home preservation assistance programs, and higher density zoning would be beneficial in addressing housing issues in the city. Housing needs in the city also include supportive housing programs for individuals experiencing homelessness.

Stakeholder Meetings

Community organizations identified the need for:

- Housing near grocery stores, medical facilities, and public transportation
- Transitional and supportive housing, farmworker housing, and
- Safe parking for homeless individuals living in their vehicles.

Compared to larger cities in the region, smaller, rural areas have vastly fewer amenities and housing resources. According to market-rate housing developers, barriers to developing housing include high construction costs, parking requirements, State housing requirements, and the cost and time demanded by the environmental review process. Affordable housing developers described the need for more affordable housing and supportive housing for previously homeless residents and discrimination based on Housing Choice Voucher (HCV) use.

Who Conducted

Resource Consultants assisted the City of Porterville with preparing this *Analysis of Impediments to Fair Housing Choice (AI)*.

Methodology

HUD's "Fair Housing Planning Guide, Volume 1" was used to direct the AI. The AI is undertaken to determine what types of impediments to fair housing choice may exist within Porterville. The AI provides detailed information for policymakers, administrative staff, housing providers, housing advocates, and civil rights organizations. The AI includes background information, statistical data, and a review of laws, policies, and complaints. It details community perception, identifies available resources, and lists specific impediments to fair housing choice. Also, the AI provides recommendations to address the impediments identified during the AI process. The analysis utilized relevant data from the Tulare County Association of Governments Regional Housing Element and The City of Porterville Analysis of Impediments to Fair Housing Choice 2020. Additionally, information from the Kings and Tulare County Point in Time Report 2023 and the City of Porterville's website were used to guide the AI.

The purpose of this AI is to:

- Review of the City's laws, regulations, administrative policies, procedures, and practices concerning fair housing;

Porterville Analysis of Impediments to Fair Housing Choice 2025

- Assess how laws, regulations, policies, and procedures affect the location, availability, and accessibility of housing; and
- Assess public and private sector conditions affecting fair housing choice.

Funding

The City received funding through the HUD Community Development Block Grant (CDBG) program and utilized CDBG administrative funds to pay staff costs to support the development of the Analysis of Impediments to Fair Housing Choice (AI.)

The City of Porterville utilized a general fund appropriation to pay consultants to assist with the Consolidated Plan and AI. City Staff time is funded through the CDBG administrative funds and general funds.

Conclusions

As a recipient of HUD CDBG Entitlement funds, the City is committed to affirmatively furthering fair housing choices for all residents. Although many issues that affect fair housing choice have been identified, the City is limited in resources and ability to impact all areas. The City of Porterville recognizes the following impediments, which may have a direct and substantial impact on fair housing choice and are within the City's ability to impact. Furthermore, the City has identified action steps to address the areas of impediments.

While not listed as an impediment, the City is encouraged to integrate best practices for fair housing and visibility into the General Plan update. Evaluating the updated Comprehensive Plan through the lens of fair housing will have a lasting impact as the City continues to evolve and meet the needs of residents.

IMPEDIMENT #1: DEVELOP A HUD-APPROVED LANGUAGE ACCESS PLAN

There is a need to improve language access for people with limited English-speaking proficiency who seek information about Fair Housing. Use the Four-Factor Analysis developed by HUD to determine the appropriate language assistance services to ensure that persons with LEP have meaningful access to the HUD programs, services, and activities.

Goal: Provide consistent and even Fair Housing services, outreach, and support to all citizens and program applicants.

Recommended Action Items

- Translate the City's Community Development Block Grant (CDBG) webpage and vital HUD-funded program documents into Spanish. Make informational pamphlets and Fair Housing brochures available for LEP individuals. Ensure sub recipients have Spanish-translated documents.
- Continue to provide citizens with consistent *Spanish translation services*. Continue to utilize a test to certify employees so that quality translation services are available to limited English proficiency (LEP) individuals.
- Continue to work with Community Partners to promote the County's HUD-funded programs to the Hispanic community. Find new potential partners to provide notice of the availability of language assistance services to external stakeholders through outreach initiatives, social media, and web page presence.

IMPEDIMENT #2: LACK OF RECORD MAINTENANCE OF FAIR HOUSING ACTIVITIES

The City of Porterville needs consistent record maintenance of fair housing activities. The City can improve upon record keeping as one way to measure the effectiveness of fair housing programs and needs within the community. By actively monitoring and documenting these initiatives, city officials can gauge the effectiveness of existing programs, identify areas for improvement, and strategize future endeavors to ensure sustained progress toward achieving fair housing objectives.

Goal: Track activities Citywide that provide information and education about fair housing resources and activities. Implement a streamlined process for addressing fair housing complaints and record-keeping.

Recommended Action Items: Record keeping is best when it tracks;

- The City of Porterville Staff should track and document all fair housing activities, educational training, and programs that occur in their jurisdiction each program year.
- Centralize the tracking of fair housing complaints to only one or two designated places for efficient record-keeping and follow-up.

- Establish a warm handoff protocol with local Legal Aid and HUD to facilitate
- the seamless transfer of fair housing complaints.
- Develop a standardized system for recording and monitoring fair housing complaints to ensure thorough documentation and timely resolution.
- Provide training opportunities for employees to create a systematic conduit.
- that functions to funnel these complaints/concerns to the proper channels.
- These documents should be systematically cataloged and stored in a designated
- place to ensure accessibility and transparency. This designated folder needs to
- be available to HUD.

IMPEDIMENT #3: CONCERN WITH ZONING REQUIREMENTS AS THEY PERTAIN TO THE DEVELOPMENT OF AFFORDABLE HOUSING

Goal: Identify areas with zoning restrictions that may hinder affordable housing development.

Recommended Action Items: Research and analyze current zoning requirements and regulations regarding affordable housing development. Work to amend the Zoning Code to facilitate the development of various housing types.

- Propose amendments to zoning regulations to allow for more flexibility in affordable housing development.
- Collaborate with community stakeholders to gather input and support for potential zoning changes.
- Educate city officials and decision-makers about the benefits of modifying zoning requirements to promote affordable housing.
- Explore incentive programs and partnerships to encourage developers to prioritize affordable housing within existing zoning frameworks.
- Communicate progress and updates to the public to foster transparency and awareness.

IMPEDIMENT #4: ENSURE THAT COMPLAINTS ARE PROMPTLY RECEIVED AND ADDRESSED. ENSURE ANY RESOLUTIONS ARE ALSO TRACKED TO IMPROVE VISIBILITY

Goal: To establish an efficient and transparent complaint management system.

Actions:

- Provide comprehensive training opportunities for employees to create a systematic conduit for channeling complaints and concerns to the appropriate channels. This includes tracking responses and resolutions to ensure that all complaints are promptly addressed. Implementing this system can improve visibility and transparency in the complaint management process.
- By tracking participants and applicants, the City can assess whether they represent a diverse cross-section of the community, mainly focusing on those in

federally protected classes. This can help to ensure that our processes are inclusive and fair to all individuals.

Jurisdictional Background Data

The Gold Rush of 1848 brought many travelers to California and the Porterville area. Some of these travelers settled near Porterville to farm the rich lands. In 1860, Royal Porter Putnam, the city's namesake, bought 40 acres of land and built a store and hotel on his property. The city was incorporated in 1902. During the 1930s and 40s, Porterville experienced a large influx of immigrants attracted by agricultural employment opportunities, leading to significant growth in farming and agricultural operations throughout the region. Labor camps for farmworkers were established in the county during this time. Initially, farmworkers primarily came from the Midwest in the 1930s, but Mexican immigrants were later brought in for labor during and after the Second World War. Established in 1934, the Woodville Farm Labor Center, a farm labor camp west of Porterville, is one of the few original farm labor camps that continues to provide affordable housing for agricultural workers and their families. Agricultural workers and their families often have special needs that are not met by traditional housing. To address these needs, the Woodville Farm Labor Center has been developed into a nearly self-contained community that offers more than just housing. Facilities have been improved and expanded, including comprehensive street, water, and sewer systems, as well as classrooms for Head Start programs and daycare facilities for families with children. The complex comprises 178 housing units in various sizes, ranging from two to four bedrooms. Villa Siena is another housing development with 69 total units available for farmworker housing.

The Porterville State Hospital, now known as the Porterville Developmental Center, opened for service in 1953. Porterville is also home to the Sequoia National Forest Headquarters, Sierra View District Medical Center, and Cal Fire Porterville Air Attack Base. The development of the City was primarily shaped by agricultural operations and further bolstered by the Central Valley Water Project. More recently, the City's economy has shifted to include industrial operations in addition to agriculture with the establishment of the Wal-Mart Distribution Center, Foster Farms, Youngs, Inc, Zero Nox and other small companies with industrial facilities in Porterville. Porterville is also home to the corporate headquarters for Bank of the Sierra. In 2016, the City received federal HOME funding, which helped enhance affordable housing initiatives. This funding allowed the City to develop and rehabilitate homes, making safe and stable housing accessible to low-income families. By investing in these projects, the City not only improved living conditions but also stimulated local economic growth through job creation in construction and related sectors.

The City continues to invest in infrastructure within employment zoning districts to support the creation of living wage employment opportunities by attracting new industry and expanding existing businesses to grow the local economy.

The Porterville Recorder. 2001. Labor camps fill a need for families. https://www.recorderonline.com/labor-camps-fill-a-need-for-families/article_fb0e1685-8d73-50e5-8286-5910abd81518.html
TCAC County Housing Element Appendix

Demographic Data

Porterville Analysis of Impediments to Fair Housing Choice 2025

As of July 2023, the estimated population of Porterville is 62,876, with an average increase of approximately 670 people per year, or 1.2 percent since 2010. The population growth rate serves as an indicator of the city's long-term housing demand and provides information to help the city determine the capacity of current resources. The Tulare County Association of Governments (TCAG) estimated that between 2010 and 2020, the city's population would increase by 17 percent, and then continue to grow at that rate until 2030. However, this analysis overestimated the population growth, and in 2019, the population was around 59,040 residents, significantly lower than the projected 2020 population of 63,505 residents.

Year	Population	Growth Rate
1990	29,563	50%
2000	39,615	34%
2010	54,165	37%
2020	63,505	17%
2030	74,455	17%

Source: City of Porterville, *Housing Element*, 2015-2023; Draft TCAG Demographic Forecast, 2013

Based on the table, the total population in Porterville increased by 58 percent between the 2000 and 2020 Census. The largest population growth was seen among Pacific Islanders (364 percent), Hispanic/Latinos (122 percent), and Asians (45.9 percent), indicating a more diverse population in the city. Whites now make up 22 percent of the population compared to 42 percent in 2000. The current population growth among non-Whites is primarily due to natural increases rather than immigration. Due to the higher birth rate among Hispanic/Latino families compared to other ethnic groups, it is expected that this population will continue to grow, while Asian, Black/African American, and White populations are anticipated to stabilize or decrease.

Characteristics

Race/Ethnicity	2000 Population	% of Total	2010 Population	% of Total	2020 Population	% of Total	Growth Rate 2000 - 2020
Asian	1,761	4%	2,349	4%	2,570	4%	46%
American Indian, Alaska Native	378	1%	461	1%	465	1%	23%
Black/African American	406	1%	454	1%	398	1%	-2%
Hispanic/Latinos	19,589	49%	33,549	62%	43,542	69%	123%
White	16,649	42%	16,423	30%	13,902	22%	-17%
Pacific Islander	28	0.1%	49	0.1%	130	.2%	364%
Other*	804	2%	880	2%	1,616	1%	101%
Total	39,615	100%	54,165	100%	62,623	100%	58%

Age

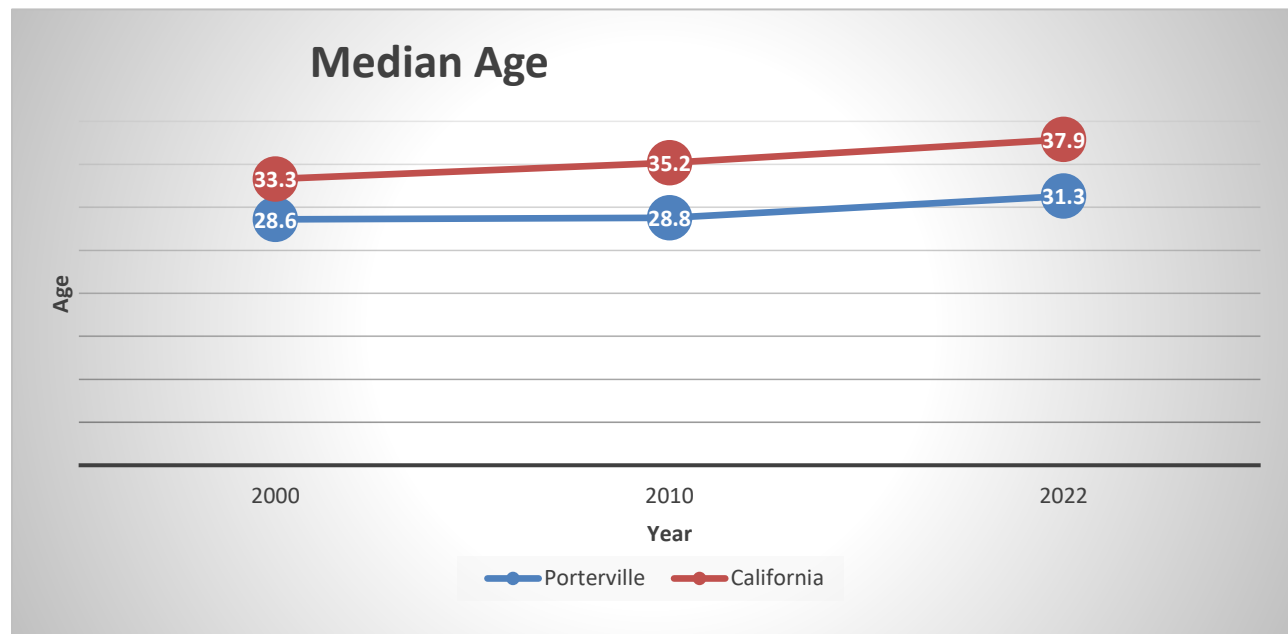
Porterville Analysis of Impediments to Fair Housing Choice 2025

The city's age demographics offer valuable insights into current and future housing demands. Different age groups have varying housing needs and preferences. Table 3 presents key factors related to the distribution and growth of age groups within the city. Notably, the population aged 65 and older is the smallest age group proportionately, but it is growing at a higher rate compared to other age groups, with a 91 percent growth rate.

Age	2000	% of Total	2010	% of Total	2022	% of Total	Growth Rate
Under 20 Years	14,960	38%	20,018	37%	22,120	36%	48%
20-34 Years	8,423	21%	11,727	22%	12,889	21%	53%
35-64 Years	12,494	32%	17,327	32%	20,481	33%	64%
65 and Over	3,738	9%	5,093	9%	7,133	12%	91%

Source: 2000 Census; 2010 Census; 2018-2022 ACS, Note: Growth Rate refers to 2000 population compared to 2022 population

Even with the growing senior population, the City's population remains young overall. As shown in the table below, the median age rose from approximately 28.6 years in 2000 to 31.3 in 2022, and the median age in California rose from approximately 33 years to 37.9 years.



Composition of Households

Porterville Analysis of Impediments to Fair Housing Choice 2025

Of the 17,649 households in Porterville, 8,386 are married-couple households with or without children, and 1,612 are cohabitating couple households with or without children. Nearly half the total households in Porterville are married-couple households, which is similar to the county (52.6 percent) and the state (49.7 percent). As shown below, roughly 77% of the City's households are comprised of family households.

Household Type	Total Households	% of Total
Family Households	14,588	77%
Householder Living Alone	4,367	23%
Household Type	Total Households	% of Total
Household Contains At Least One Person Age 65 or Older	5,120	28%
Households with One or More Children 18 Years Old or Younger	8,971	48%
Total Households	18,925	

Source: 2018-2022 ACS Estimates Note: Totals do not add to 100%, as households may fall into more than one category

Married-Couple Household				Cohabitating Couple Household			Total Households
Jurisdiction	Total	Children	No Children	Total	Children	No Children	
Porterville	8,386	4,267	4,119	1,612	926	686	17,649
Percent	47.5%	24.2%	23.3%	9.1%	5.3%	3.9%	
Tulare County	73,140	35,234	37,906	10,809	6,596	4,213	139,044
Percent	52.6%	25.3%	27.3%	7.8%	4.7%	3.0%	
California	6,510,580	2,784,123	3,726,457	896,192	327,712	568,480	13,103,114
Percent	49.7%	21.2%	28.4%	6.8%	2.5%	4.3%	

Source: U.S. Census Bureau, ACS16-20 (5-year Estimates), Table B11012.

Large Households

The table below provides information on large households by tenure in Porterville. As shown, 20.3 percent of households in Porterville consist of five or more people, which is less than the county average of 21.3 percent and greater than the state average of 13.7 percent. In Porterville, renter-occupied five- person households (5.3 percent of total households), five-person owner-occupied households (5.0 percent), and seven-or-more person households (3.5 percent) make up the largest percentage of large households, while renter-occupied six-person households make up the smallest percentage of large households. Additionally, both Porterville and Tulare County have higher percentages of large households than the state average.

Owner-Occupied Large Households					Renter-Occupied Large Households		
Jurisdiction	Total	5-Person	6-Person	7-or-More Person	5-Person	6-Person	7-or-More Person

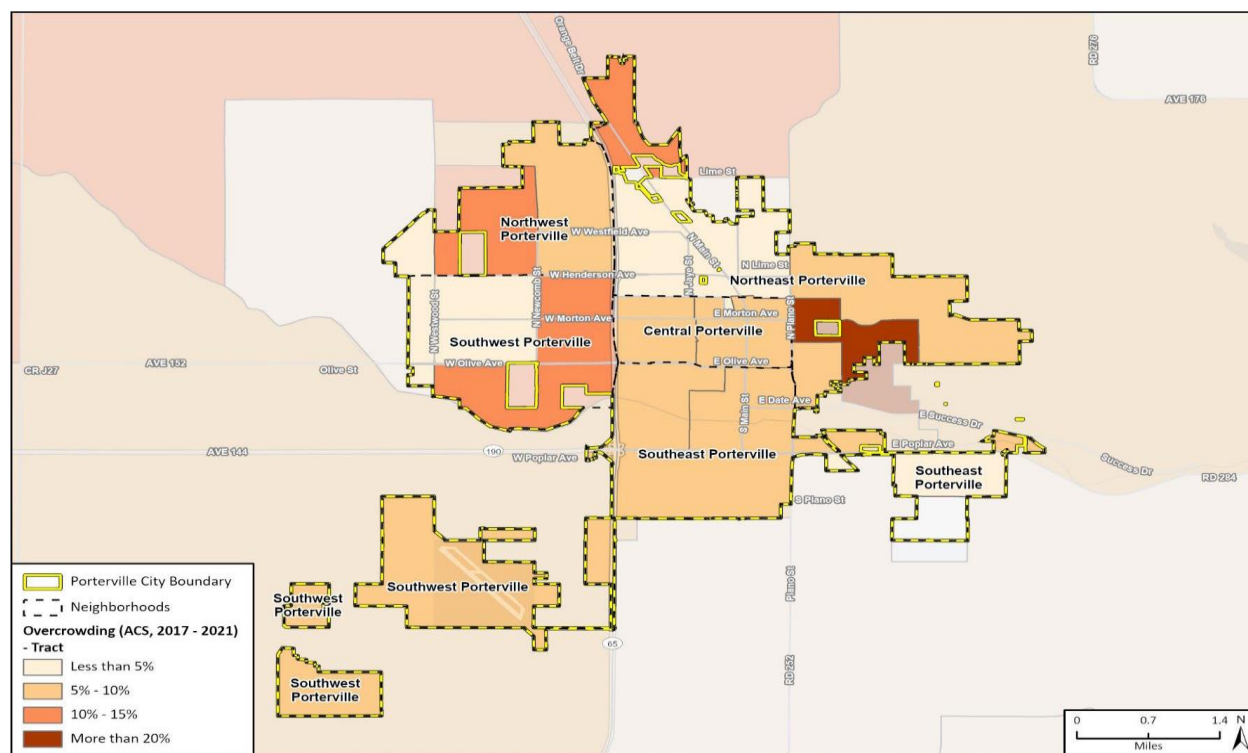
Porterville Analysis of Impediments to Fair Housing Choice 2025

Porterville	3,582	886	390	615	941	365	385
Percent	20.3%	5.0%	2.2%	3.5%	5.3%	2.1%	2.2%
Tulare County	29,599	8,116	4,101	3,237	7,507	3,896	2,742
Percent	21.3%	5.8%	3.0%	2.3%	5.4%	2.8%	2.0%
California	1,809,518	567,528	238,866	195,326	458,328	201,263	148,207
Percent	13.7%	4.3%	1.8%	1.5%	3.5%	1.5%	1.1%

Overcrowding

The table below provides information on overcrowding by tenure in Porterville. There are 1,830 overcrowded households in the city, of which 816 are owner-occupied households and 1,014 are renter-occupied.

Owner-Occupied				Renter-Occupied		
Jurisdiction	Total	1.0 to 1.5 Occupants per Room	More than 1.5 Occupants per Room	Total	1.0 to 1.5 Occupants per Room	More than 1.5 Occupants per Room
Porterville	8,900	608	208	8,749	730	284
Percent	50.4%	6.8%	2.3%	49.6%	8.3%	3.3%



TCAG Housing Element Appendix

Large Households

As shown on the table below, there are 3,582 large households in Porterville, and 52.8 percent of large households are renter-occupied and 47.2 percent are owner-occupied.

Total Occupied Housing Units	Total Large Households	Renter-Occupied Large Households	Units with 4 Bedrooms	Units with 5 or more Bedrooms	Total Units with 4 or More Bedrooms
Porterville	3,582	1,691	2,506	186	2,692

Special-Needs Populations

Certain subpopulations often require special accommodations due to their unique characteristics and needs. These characteristics may include age, family composition, or disability, and can impact their access to suitable and affordable housing. For instance, older individuals frequently rely on a fixed income and face elevated healthcare expenses. Larger households necessitate a greater number of bedrooms. Individuals with disabilities have physical or mental impairments that significantly restrict major life activities and may require accessible housing provisions. The table below presents an overview of various special-needs populations within Porterville.

Population	Total	% of Total
Elderly Households (65+)	7,387	26.7%
Large Households	4,267	22.5%
Disabled Persons	6,718	11%

Source: 2018-2022: ACS five-year estimates

Farmworkers

The U.S. Department of Agriculture (USDA) provides countywide farmworker population data generated by the Census of Agriculture. According to the most recent Census of Agriculture data (2017), there were 23,233 farmworkers in the county. The table below presents ACS data for the total farmworker population in Porterville and Tulare County in 2020. In 2020, Porterville had 3,419 farm workers, accounting for 11.9 percent of the total farmworker population across the county.

Taking into consideration affordable housing units, HCVs, and nearby farmworker housing, there is a resource gap of 1,513 units affordable to farmworkers in Porterville. Furthermore, farmworkers often encounter access barriers to housing and assistance programs due to language differences.

Jurisdiction	Farmworkers
Porterville	3,419
Percent	11.9%
Total Tulare County	28,627

Porterville Analysis of Impediments to Fair Housing Choice 2025

Source: U.S. Census Bureau, ACS16-20 (5-year Estimates), Table C24050.

Source: 2018-2022: ACS five-year estimates

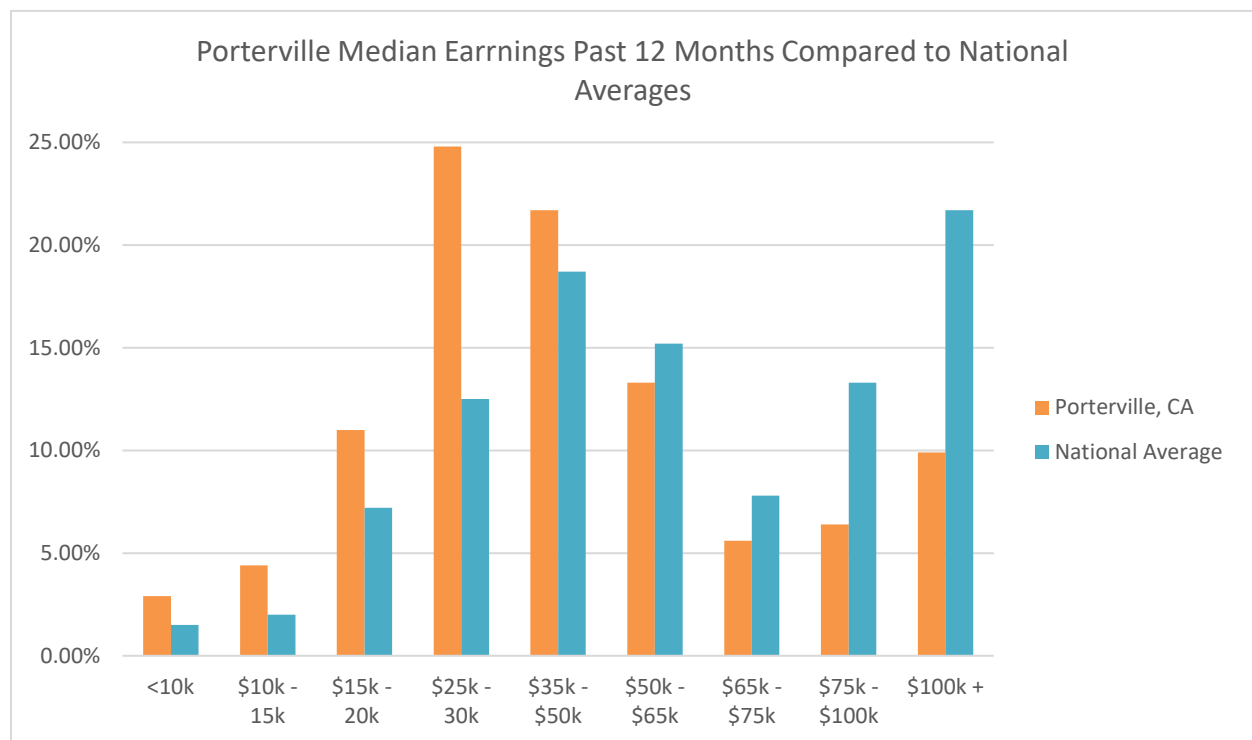
Income

Characteristics

Household income is a strong indicator of socio-economic status and a household's ability to meet the costs of living, such as housing, transportation, and the basic necessities of life. As a determinant of the financial resources available, the median household income of a city plays a significant role in predicting the type of housing households can afford. It is also one of the factors taken into account when households apply for mortgage loans or rental housing.

Median Income

The chart below captures median household income in Porterville compared to national median household income levels. In 2022, the median household income of the 18,925 households in Porterville, was \$55,785. The following chart displays the households in Porterville distributed between a series of income buckets compared to the national averages for each bucket.



Source: 2018-2022 ACS Five Year Estimate

Porterville Analysis of Impediments to Fair Housing Choice 2025

The Table below shows the change in median income for Porterville between 1999, 2012 and 2022.

	1999 Income	2012 Income	2022 Income	% Change
Adjusted Median Income	\$44,163	\$42,628	\$55,785	26%

Source: 2000 Census; 2008-2012 and 2018-2022 ACS Estimates

Income Distribution

The table below shows the distribution of household income in the City. While the total number of households at the lower end of the income spectrum decreased by 19 percent, this group still makes up 31 percent of households. In comparison, those earning over \$150,000 grew by 965% from households in 1999; however, this group only makes up 9 percent of households. Middle-wage earners in the \$35,000-\$75,000 income category also increased (58 percent) but their share of total households remained relatively the same (34 percent compared to 33 percent). So while those earning over \$150,000 have experienced the greatest growth rates over the 19-year time period, in addition to making up a greater percentage of total households, more than half of the City's households still earn less than \$75,000 (65 percent).

Household Income	1999 Households	% of Total	2012 Households	% of Total	2022 Households	% of total	% Change 1999-2022
Less than \$10,000	1,563	13%	1,061	7%	1,089	6%	-31%
\$10,000 to \$14,999	1,170	10%	1,393	9%	722	4%	38%
\$15,000 to \$24,999	2,004	17%	2,361	15%	1,657	9%	18%
\$25,000 to \$34,999	1,659	14%	1,746	11%	2,386	13%	44%
Under \$35,000	6,396	54%	6,561	42%	5,854	31%	-9%
Household Income	1999 Households	% of Total	2012 Households	% of Total	2022 Households	% of total	% Change 1999-2022
\$35,000 to \$49,999	1,860	16%	2,470	16%	2,543	14%	37%
\$50,000 to \$74,999	2,142	18%	2,890	18%	3,759	20%	76%
\$35,000 - \$75,000	4,002	33%	5,360	34%	6,297	34%	58%
\$75,000 to \$99,999	977	8%	1,758	11%	2,218	12%	127%
\$100,000 to \$149,999	430	4%	1,486	9%	2,869	15%	567%
\$75,000 - \$150,000	1,407	12%	3,244	21%	5,087	27%	262%
\$150,000 to \$199,999	82	0.7%	424	3%	1026	6%	1,151%

Porterville Analysis of Impediments to Fair Housing Choice 2025

\$200,000 or More	76	0.6%	188	1%	656	4%	763%
\$150,000+	158	1.3%	612	4%	1,682	9%	965%
Total	11,963	100%	15,777	100%	18,925	100%	58%

Source: 2000 Census; 2008-2012, 2018-2022 ACS Estimate

Note: Totals may not add to 100% due to rounding; * % of change refers to changes in household income between 1999 and 2022.

*From the TCAC Housing Element Appendix

Racially and Ethnically Concentrated Areas of Poverty (R/ECAPs)

TCAC classifies census tracts with both a poverty rate exceeding 30 percent and designation as racially segregated (indicating overrepresentation of people of color relative to the county) as areas of high segregation and poverty.

In Porterville, there exists a single census tract exhibiting high poverty and segregation, encompassing portions of Northeast and Southeast Porterville (Census Tract 06107003901). This census tract is predominantly Hispanic/Latino, with 85 percent of residents identifying as Hispanic/Latino and approximately 42 percent of residents earning an income below the poverty line.

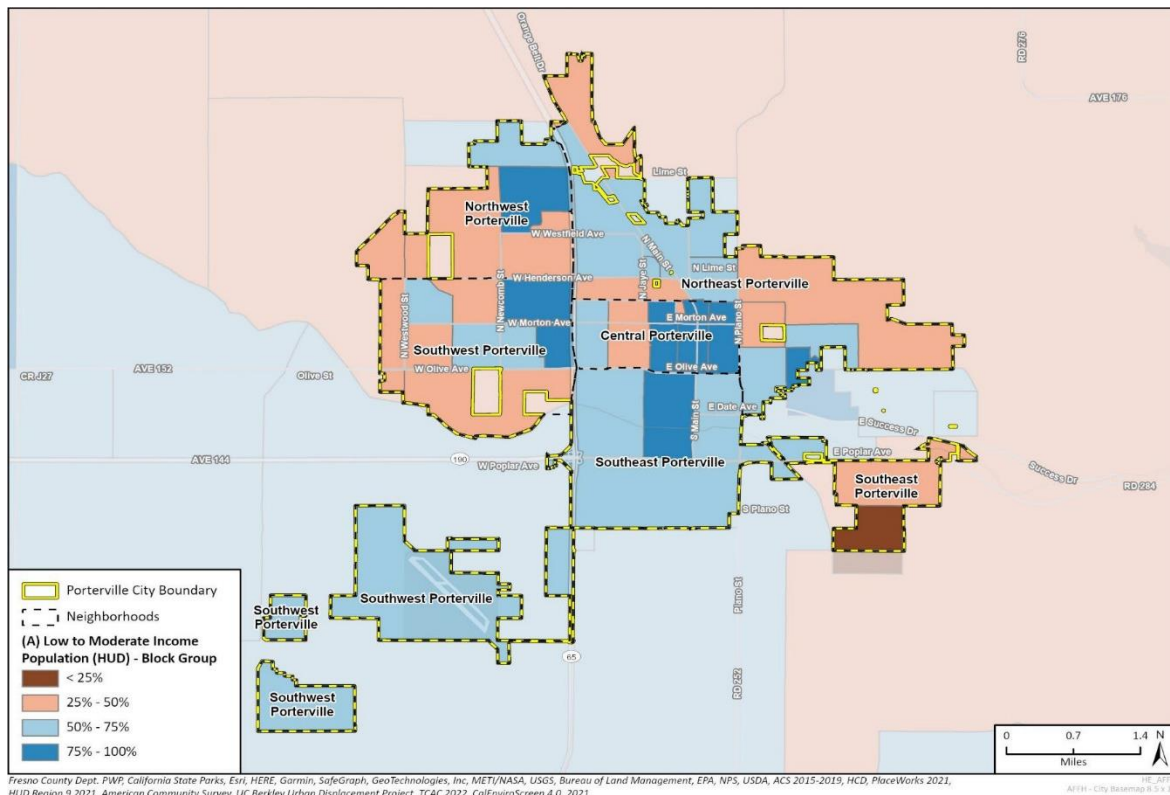
Segregation and Integration Patterns

The city of Porterville exhibits distinct patterns of segregation and integration. Central and Southeast Porterville have a higher concentration of non-white residents, low to moderate income (LMI) residents, individuals living below the poverty line, and residents with disabilities compared to other areas of the city. On the other hand, Northeast Porterville stands out with some of the highest median household incomes in the city, a lower percentage of children living in female, single-parent households, and the lowest percentages of residents living with a disability and below the poverty line.

Several factors contribute to these patterns. Firstly, land use and zoning patterns concentrate medium and high-density residential zones in Central and Southeast Porterville, while low-density residential zoning is prominent in Northeast and Northwest Porterville. Additionally, affordable housing, including subsidized units, is concentrated in Central and Southeast Porterville.

Furthermore, there is a lack of sufficient affordable housing accessible to individuals with disabilities. According to the Consolidated Plan, there are 2,939 households with at least one disabled member on the HCV waiting list in Porterville. Additionally, there are only four accessible units in the city managed by HATC, with 17 households on the waiting list for such units. The Carolita Apartments have added 8 accessible units for households with a family member who has an intellectual or developmental disability.

Porterville Analysis of Impediments to Fair Housing Choice 2025

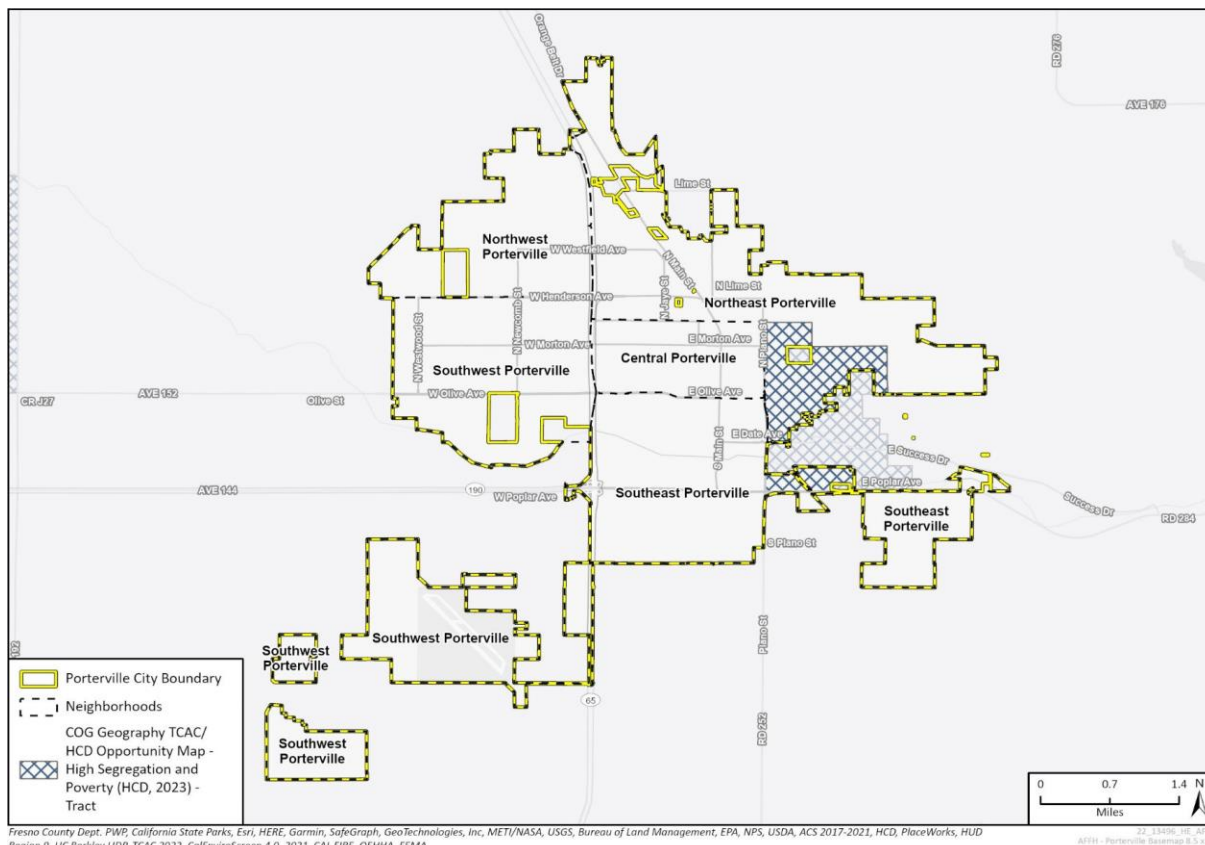


TCAG Housing Element Appendix E

Poverty and Segregation

As shown in the map above, the highest poverty rates in Porterville are found in the Northeast, Central, and Southeast areas. In these neighborhoods, at least 20 percent of the population earns an income below the poverty line. Downtown Porterville, along with small parts of Northeast and Southeast Porterville, has the highest rate of residents earning an income below the poverty line, ranging between 35 and 42 percent. Conversely, the western parts of Southwest and Northwest Porterville have the lowest number of residents earning an income below the poverty line, ranging from 13 to 19 percent.

Porterville Analysis of Impediments to Fair Housing Choice 2025



TCAG Housing Element Appendix E.

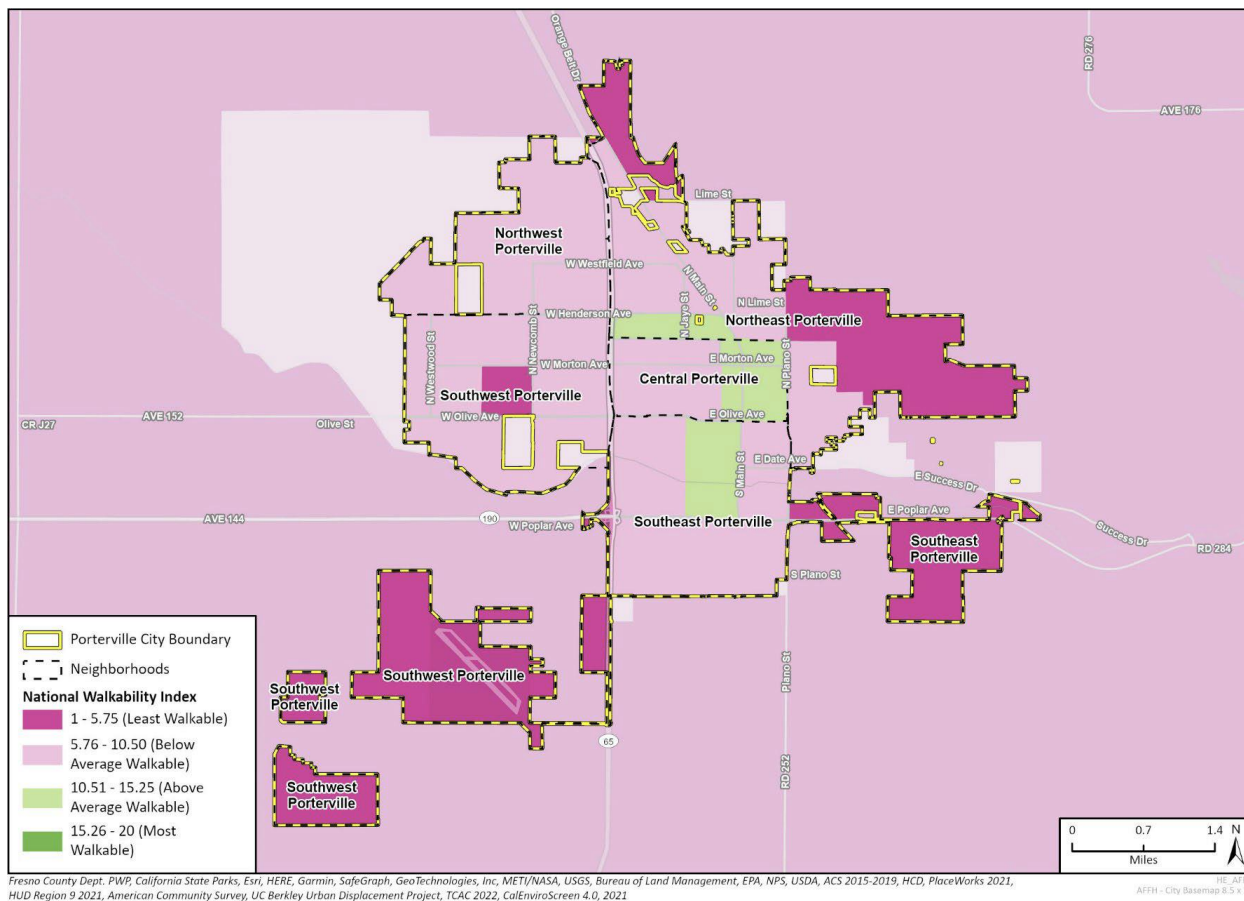
Disparate Access to Opportunities

The City of Porterville's public transportation system, Porterville Transit, provides fixed route buses, ADA complementary paratransit, and On-Demand services to residents in the Porterville Urbanized Area. The city also coordinates regional connectivity with the Tulare County Regional Transit Agency (TCRTA).

Compared to residents in neighboring cities like Visalia and Tulare, Porterville residents have lower access to transit and lower transit ridership. Porterville received an average AllTransit performance score of 4.7, which is based on a combination of a low number of transit trips per week and a low number of jobs accessible by transit. In comparison, Visalia and Tulare received slightly higher performance scores of 6.5 and 5.4, respectively.

According to ACS estimates, 80 percent of commuters in Porterville commute by driving alone, 16 percent carpool, one percent walk, less than one percent use transit, and one percent commute through other means, such as biking. The Walk Score, a private company that offers a walkability index, rated Porterville as "car dependent" with a score of 40 out of 100. The Environmental Protection Agency (EPA) has a walkability index that identifies the most walkable areas in the center of the city, the northern part of Southeast Porterville, and in Central Porterville. Most other areas of the city are not considered to be walkable.

Porterville Analysis of Impediments to Fair Housing Choice 2025



TCAG Housing Element Appendix E.

Employment Data

Workforce Development and Education

Educational attainment measures can reflect the quantity (e.g., *average years of schooling*) or educational attainment quality (e.g., *average SAT score*). Educational attainment likely contributes to firm and regional innovation capacity by providing general and specific knowledge and skills that facilitate the creation, diffusion, and adoption of new technologies and other innovations.

Working-age adults need a minimum of a high school diploma to compete in today's workforce. Without it, they face greater employment challenges and economic hardship than those with a high school diploma or higher. Some argue that lacking a high school diploma bars individuals from entering the middle class. Those without a high school diploma are further limited to strictly low-skill jobs. Economics literature has consistently found about a 10 percent increase in wages/salary with each additional year of education. Therefore, educational attainment is directly linked to income and, therefore, housing opportunities. Studies also reveal that high school dropouts are more likely to engage in criminal activity, use drugs and tobacco, and report poor mental health. The consequences of dropping out of high school do not stop at the individual. Communities and nations suffer from fewer skilled and

productive workers to fuel economic activity and innovation. Higher dropout rates correspond to more crime, as well as public health and other social concerns.

Government resources may need to be redirected from economic activities to support a growing need for government assistance when unemployment levels are high. *"Driving Regional Innovation: The Innovation Index 2.0"*

Education

As shown in the table below, the educational attainment for residents 25 years of age and older is as follows:

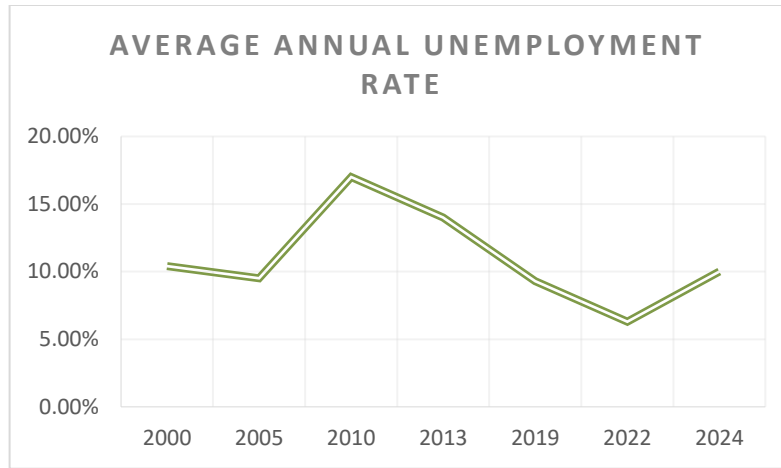
- 31 percent have not graduated high school
- 24 percent have graduated high school (including equivalency), but no further education
- 23 percent have some college but no degree
- 9 percent have an associate's degree
- 9 percent have a bachelor's degree
- 4 percent have a graduate or professional degree

Educational Attainment	Total	% of Total
Less than 9th grade	6,681	18%
9th to 12th grade, No Diploma	4,558	13%
High School Graduate, GED, or Alternative	8,811	24%
Some College, No Degree	8,532	23%
Associate's degree	3,068	9%
Bachelor's Degree	3,398	9%
Graduate or Professional Degree	1,612	4%
High School Graduate or Higher	25,421	69%
Total	36,660	100%

Source: 2018-2022: ACS five-year

Unemployment Rates

The unemployment rates in the Visalia-Porterville Metropolitan Statistical Area (MSA) followed this pattern: they increased by 6.6 percentage points from 2000 to 2010, dropped by 3 percentage points from 2010 to 2013, and then dropped by 5.7 percentage points from 2013 to 2019. However, from 2022 to 2024, the unemployment rates rose again by 3.7 percentage points. This suggests that unemployment rates in the city have reached pre-recession levels. It's worth noting that the unadjusted unemployment rate for California was 5.3 percent during this period, and 4.1 percent for the nation.



Source: California Employment Development Department (EDD) Historical Civilian Labor Force, Visalia-Porterville MSA, 2024

Employment Trends

The table above displays employment rates within the Visalia-Porterville MSA, categorized by major industries. Non-farm jobs make up 83 percent of employment within the MSA (143,300 jobs), while on-farm jobs account for 18 percent (31,100 jobs). Among non-farm jobs, service providing jobs (122,100 jobs) make up the majority of employment opportunities (70 percent), with the highest percentages found in government (20 percent), education & health services (14 percent), and retail trade (9 percent).

From 2013 to 2024, non-farm jobs increased by 26 percent, while on-farm jobs decreased by 10 percent. Within the non-farm category, goods producing jobs increased by 35 percent, and service providing jobs increased by 25 percent. The most significant job growth was observed in the education/health services field (85 percent), followed by transportation, warehousing & utilities (46 percent), leisure and hospitality (44 percent), and professional and business services (24 percent). The largest employment decline was in the information industries (33 percent) and financial activities (8 percent).

Porterville Analysis of Impediments to Fair Housing Choice 2025

California Employment Development Department (EDD) Industry Employment & Labor Force by Annual Average, Visalia-Porterville MSA, 2024

The following table presents employment rates categorized by industry for residents of Porterville city aged 16 and above. In contrast to the preceding table, which illustrates industry employment statistics for the broader Visalia-Porterville Metropolitan area, the subsequent table specifically delineates industry employment data for the city of Porterville.

Jobs by Industry of Employment	2018	
	Number	% of Total
Goods Producing	6,278	25%
Construction	941	4%
Manufacturing	1,216	5%
Agriculture, forestry, fishing and hunting, and mining	4,075	16%
Service Providing	16,500	75%
Educational & Health Services	6,589	26%
Financial Activities	591	2%
Government	1,777	7%
Information	277	1%
Leisure & Hospitality	1,979	8%
Professional & Business Services	1,642	6%
Retail Trade	3,215	12%
Transportation, Warehousing & Utilities	1,252	5%
Wholesale Trade	461	2%
Other Services	1,611	6%
Total Jobs by Industry of Employment	22,778	100%

Source: 2018-2022: ACS five-year estimates

Overall, 69 percent of Porterville residents have at least a high school diploma or higher; however, 13 percent have a bachelor's degree or higher. As a result, about 90 percent of the workforce 25 years of age and older are without an advanced or professional degree, making it more difficult for them to compete for jobs requiring higher education or technical skills.

Porterville has four designated **Opportunity Zones** that will help to have a significant economic impact on the community.

Opportunity Zones, created under the 2017 Tax Cuts and Jobs Act, are a federal economic development tool focused on improving the outcomes of communities across the country, especially in areas that have suffered from disinvestment over many years. Opportunity Zones are designated low-income census tracts where tax incentives are available to groups or individuals who invest in an Opportunity Fund (i.e., an investment vehicle for injecting money in an Opportunity Zone) and hold their capital gains in Opportunity Zone-related assets or property. There are over 8,700 Opportunity Zones (representing 12 percent of all census tracts), with nearly a quarter (just over 23%) in rural areas. By investing in Opportunity Zones, investors stand to gain a temporary deferral on their capital gains taxes if they hold their investments for

at least 5 years, and a permanent exclusion from a tax on capital gains from the Opportunity Zones investments if the investments are held for 10 years.

Within Tulare County, there are 17 designated opportunity zones. 4 of these are located in Porterville. These opportunity zones extend from the center of town southward, including parts of Downtown. Transportation infrastructure, including nearby rail and Highway 190, is readily available. The area includes a diversity of land uses and employment opportunities, including residential, commercial, and industrial.

Census Tract 34 is a Low-Income Community Opportunity Zone in Porterville, California. This 67-square-mile census tract has a population of approximately 6,800 and is one of 17 Opportunity Zones in Tulare County. The median household income in this Opportunity Zone is approximately \$43,000, which is 46% lower than the median household income for the state of California, \$80,000. Additionally, the median home value in this Opportunity Zone is approximately \$150,000, which is 74% lower than the median home value for the state of California, \$570,000.

Census Tract 38.02 is a 0.7-square-mile area with a population of approximately 4,600. The median household income in this opportunity zone is about \$20,000, which is 75% lower than the state's median household income of \$80,000. The percentage of households below the poverty line in this Opportunity Zone is 42%, which is 30% higher than the rate for the state of California, which is 12%.

Census Tract 41.01 is a 1.7 square mile area with a population of approximately 9,400. This Opportunity Zone has a median home value of around \$140,000, which is 75% lower than the median home value for the state of California, which is \$570,000. The median household income for this Opportunity Zone is approximately \$36,000, which is 55% lower than the median household income for the state of California, which is \$80,000.

Census Tract 41.02 covers an area of 1.4 square miles and has a population of around 2,000. The median household income in this Opportunity Zone is approximately \$40,000, which is 50% lower than the median household income for the state of California, which is \$80,000. Additionally, the median home value in this Opportunity Zone is approximately \$180,000, which is 68% lower than the median home value for the state of California, which is \$570,000.



1. *Journal of the American Medical Association*, 1997; 278: 1039-1044.

employment. Services and trainings are available in instructor-led classrooms and online, supplemented by weekly webinars on job leads and virtual recruiting assistance.

Fundamental services provided by CSET encompass veteran's assistance, farm worker services, youth services referrals, and job search assistance for individuals with disabilities. Moreover, the organization's Business Services Professionals extend an array of no-cost services to employers, including recruitment, Human Resource guidance, priority of service for veterans, and a host of business resources and benefits.

CSET offers businesses an array of services, ranging from Fidelity Bonding services to Work Opportunity Tax Credits, Employee Screening and Recruitment, job postings, and workforce pipeline development. The organization also provides custom recruiting at weekly Job Squad workshops, specialized rapid response services for laid-off workers, access to labor market trends, statistics, and economic data, and on-the-job training reimbursement for qualified businesses.

In addition to its commitment to workforce development, CSET actively engages in empowering local youth. The organization's Youth Development Department offers avenues for young individuals to connect with their communities, pursue service-learning projects, engage in mentorships with community leaders, access workforce training, and participate in college campus visits.

The Porterville College Business Innovation Center is committed to instilling entrepreneurial skills and fostering innovation among students, faculty, staff, and community members. Through the Makerspace Lab and comprehensive community education programs, the center provides opportunities for individuals to explore emerging technologies and develop practical skills for small business endeavors. By working in collaboration with community partners such as Employment Connection, Community Services Employment Training CSET, Sequoia Community Corps, SBDC and BizHub, the center ensures that individuals have access to a wide array of services designed to support workforce development and entrepreneurial success. The center offers Small business coaching, Financial Literacy Workshops, job workshops with Community Partners, STEM scholarships, internships, and work experiences.

The Porterville College Business Innovation Center is dedicated to cultivating entrepreneurial skills and promoting innovation among students, faculty, staff, and members of the community. Through the Makerspace Lab and comprehensive community education programs, the center provides avenues for individuals to explore emerging technologies and acquire practical skills for small business ventures.

Valley Community- **Small Business Development Center (SBDC)** at Clovis Community College exists to help businesses in California thrive and grow. The Valley Community SBDC provides local businesses with advisors who will work with companies across multiple disciplines, whether preparing a strategic plan, developing digital marketing strategies, streamlining operations, accessing capital, or launching an innovative

technology start-up. SBDC aids with improving profit, margins, sales, cashflow, management, productivity, and exporting by providing:

- No-cost business coaching
- Business training
- Business resources

Jobs by Industry of Employment	2013		2024		% Change
	Number	% of Total	Number	% of Total	
Goods Producing	15,700	11%	21,200	12%	35%
Construction	4,200	3%	7,400	4%	76%
Manufacturing	11,600	8%	13,800	8%	19%
Service Providing	97,800	66%	120,900	70%	25%
Educational & Health Services	12,600	9%	23,300	14%	85%
Financial Activities	3,800	3%	3,500	2%	-8%
Government	30,000	20%	35,000	20%	17%
Information	900	1%	600	.5%	-33%
Leisure & Hospitality	10,000	7%	14,400	8%	44%
Professional & Business Services	10,500	7%	11,200	6%	7%
Retail Trade	16,600	11%	16,300	9%	-2%
Transportation, Warehousing & Utilities	6,500	4%	9,500	5%	46%
Wholesale Trade	3,800	3%	4,400	2%	16%
Other Services	3,100	2%	3,900	2%	26%
Total Non-farm	113,500	77%	143,300	83%	26%
Total On-Farm	34,200	23%	31,100	18%	-10%
Total Jobs by Industry of Employment	147,700	100%	174,400	100%	18%

The **Work Opportunity Tax Credit (WOTC)** is a federal tax credit available to employers for hiring individuals from certain target groups who have consistently faced significant barriers to employment.

Targeted hiring groups in California:

- Veterans receiving food stamps
- Unemployed veterans
- Disabled veterans
- Long-term Temporary Assistance for Needy Families recipients
- Temporary Assistance for Needy Families recipients
- Food stamp recipients
- Vocational rehabilitation referrals
- Ex-felons
- Supplemental security income recipients (SSI)
- Long-Term unemployment recipients

Porterville is committed to continuing to help ensure all residents have access to living-wage jobs, educational opportunities, and economic vitality.

City Business Incentive Programs

The City of Porterville offers various financing options for businesses within city limits to help promote the economic vitality of our community. Current programs include:

- Microenterprise Forgivable Loan Program
- Revolving Loan Program

The HUBZone program is designed to support economic and workforce development in Porterville. It provides preferential treatment to small businesses located within designated historically underutilized business zones when competing for federal contracts. By supporting businesses in these zones, the program aims to stimulate economic growth, create employment opportunities, and encourage investment in these underdeveloped areas. This program can serve as a catalyst for the advancement of the local workforce and the overall economy in Porterville.

Foreign Trade Zone (FTZ) The establishment of a Foreign Trade Zone (FTZ) in the Central San Joaquin Valley Region, including the City of Porterville, significantly contributes to fostering business development in the community. By allowing merchandise to be imported into the FTZ without being subject to customs duties until the goods are re-exported, businesses within the FTZ are provided with a competitive advantage in international trade. This incentivizes companies to locate or expand their operations within the FTZ, ultimately leading to job creation, increased investment, and economic growth in the community.

Recycling Market Development Zone (RMDZ) In 1990, the City of Porterville was designated as one of California's first Recycling Market Development Zones (RMDZ). The Department of Resources Recycling and Recovery (CalRecycle) administers a Recycling Market Development Zone (RMDZ) Loan Program. This program encourages recycling businesses based in California to establish new manufacturing facilities and expand existing operations within the state. By doing so, the program contributes to the growth of local economies.

Development Fee Payment Plans

The City of Porterville offers the Development Fee Payment Plan program for industrial, commercial, and affordable housing projects within the city limits. This program enables property owners to stagger the payment of development fees over a ten-year period at zero percent interest. The initial payment is due upon permit issuance, with subsequent annual installments throughout the term. The Development Fee Payment Plan program, provided by the City of Porterville, assists in facilitating affordable housing opportunities by allowing property owners to disburse development fees for affordable housing projects over a decade at zero percent interest.

https://www.ci.porterville.ca.us/departments/economic_development/financing_assistance.php
https://www.ci.porterville.ca.us/business/business_incentives.ph

Housing Profile

	Base Year: 2000	2012	2018	Recent Year: 2022	% Change
Median Home Value	\$93,500	\$156,100	\$165,100	\$246,900	164%
Median Gross Rent	\$504	\$745	\$884	\$1,086	115%

Source: 2000 Census, 2008-2012 ACS, 2018-2022 AC

The table above displays the median home value and gross rent for housing units in the city. The data illustrates a 164% increase in median home values and a 115% change in median contract rent from 2000 to 2022. Specifically, from 2018 to 2022, the median home value increased by 58% and the median gross rent increased by 23%. However, during the same time period, the median household income only increased by 26%. This suggests that the median household income is not keeping pace with the rising cost of housing, potentially creating financial challenges for households looking to buy a home. Furthermore, the median rent in 2022 is more than double the 2000 median rent, which demonstrates a significant increase over the years.

Property Type	Number	%
1-Unit Detached Structure	13,058	69%
1-Unit, Attached Structure	308	2%
2-4 Units	1,896	10%
5-9 Units	740	4%
10 or More Units	1,704	9%
Mobile Home	1,219	6%
Total	18,925	100%

Source: 2018-2022: ACS five-year estimates

A diverse and balanced housing stock is essential to provide a wider range and increased flexibility in housing options for households within the City. Presently, approximately 69 percent of the City's housing stock is comprised of single-family detached homes. The subsequent largest category consists of multifamily developments with 2-4 units, constituting 10 percent, followed by developments with 10 or more multifamily units at 9 percent.

The predominance of single-family homes in the housing stock may impede fair housing choices for households seeking affordable housing, as multifamily units are typically more economical to rent or purchase. A diverse and balanced housing stock will offer a broader range and greater flexibility in housing options for households in the City. Approximately 69 percent of the City's housing stock comprises single-family detached homes. The next largest category is multifamily developments with 2-4 units, accounting for 10 percent, followed by developments with 10 or more multifamily units at 9 percent.

A distinct disparity exists between the demand for and the availability of affordable housing in the City for those in the lower income brackets. As evidenced in the table below, 2,320 renter households fall within the 0-30% AMI bracket, while only 510 rental units are affordable to these households (no data is available on owner-household units). Similar disparities are observed for households earning 30-50% AMI, with 3,215 households and only 3,045 affordable units, respectively. Conversely, households earning 50-80% AMI and 80-100% AMI have more accessible units. Despite households earning less than 50% AMI constituting 37 percent of total households, the units affordable to this group only account for 20.8 percent of the total units.

Source: 2016-2020 CHAS

Extremely Low-Income Residents

The table above identifies extremely low-income households by tenure in Porterville. Renter-occupied households make up a larger percentage of total extremely low-income households with 73.6 percent.

There are 3,759 extremely low-income households in Porterville, making up 21.3 percent of the total households in the city.

Units affordable to households earning	Renter	Percentage	Owner	% of
30% AMI	515	6%	No Data	N/A
50% AMI	2,130	24%	915	11%
80% AMI	6,180	70%	2,870	35%
100% AMI	No Data	N/A	4,405	54%
Total	8,820	100%	8,190	100%

Household	Renter	Owner	Total	% of Total
Household Income 0 - 30% AMI	2,320	935	3,255	19%
Household Income 30% - 50% AMI	2,250	965	3,215	18%
Household Income 50% - 80% AMI	1,935	1,540	3,475	20%
Household Income 80% - 100% AMI	740	1,455	2,195	13%
Household Income >100% AMI	1,505	4,000	5,505	31%
Total Households	8,750	8,900	17,650	100%

Source: 2016-2020 CHAS

Income <=30% HAMFI			
Jurisdiction	Owner-Occupied	Renter-Occupied	Total
Porterville	994	2,765	3,759
Percent	5.6%	15.7%	21.3% of total households

The cost burden rate, which means spending more than 30 percent of household income on housing costs, is slightly higher among Porterville residents compared to the county. Both homeowners and renters in Porterville face high housing cost burden, with approximately 42 percent of all households being cost burdened, slightly more than the county and tri-county averages. Renters are more affected, with around 53 percent being cost burdened, while 31 percent of homeowners in Porterville experience this burden. As household income increases, the likelihood of experiencing cost burden decreases.

The following table illustrates the extent of housing cost burden experienced by both renter and owner households within the City.

As per HUD's definition, housing cost burden pertains to households allocating more than 30 percent of their incomes towards housing expenses, including utilities, while severe cost burden refers to those allocating over 50 percent of their income to housing costs. Overall, 40 percent of City households encounter either a cost burden or severe cost burden. Among homeowners, 15 percent experience a cost burden, with 11 percent facing severe cost burden. In comparison, 26 percent of renter households are cost burdened, and 28 percent are severely cost burdened. These statistics reveal that over half (54 percent) of the renter household population in Porterville resides in housing deemed unaffordable, with more than a quarter (28 percent) allocating over half of their income towards housing costs.

Housing Cost Burden	Owner	% Owners	Renter	% Renters	Total	% Total
Cost Burden <=30%	6,525	73%	3,950	45%	10,475	59%
Cost Burden >30% to <=50%	1,345	15%	2,275	26%	3,620	20%
Cost Burden >50%	980	11%	2,474	28%	3,454	20%
Cost Burden not available	45	1%	50	1%	95	1%
Total	8,900	100%	8,750	100%	17,650	100%

The table below shows the housing cost burden distribution by race/ethnicity. Per HUD definitions, a disproportionate housing need exists when any racial/ethnic group experiences a housing need that is 10 percent or greater than the total population.

Housing Cost Burden	<=30%	%	30-50%	%	>50%	%	No / negative income (not computed)	Total
Jurisdiction as a Whole	8,980	59%	3,515	23%	2,665	18%	155	15,160
White	4,455	67%	1,210	18%	1,020	15%	45	6,685
Black / African American	35	35%	30	30%	35	35%	0	100

Porterville Analysis of Impediments to Fair Housing Choice 2025

Asian	380	67%	130	23%	55	10%	0	565
American Indian, Alaska Native	105	85%	19	15%	0	0%	0	124
Pacific Islander*	0	0%	0	0%	55	100%	0	55
Hispanic	3,865	52%	2,070	28%	1,495	20%	85	7,430

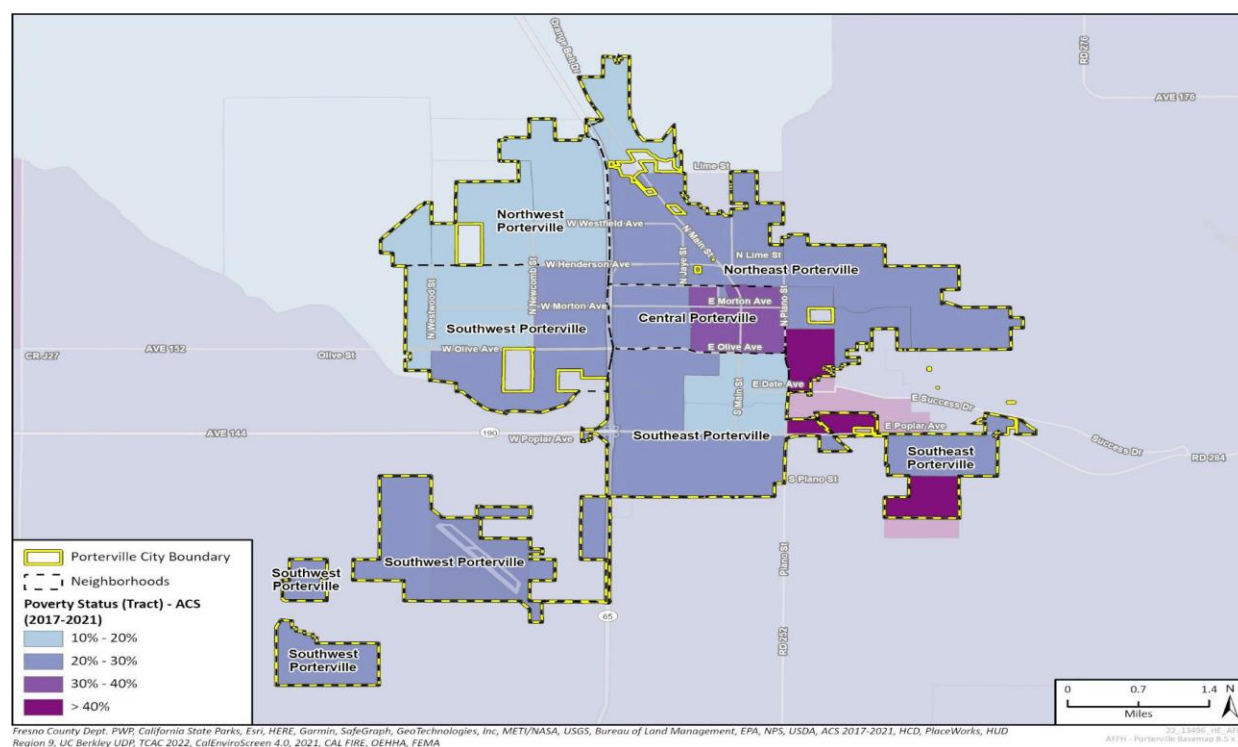
What are the most common housing problems?

Most common housing problems for renters

- 2,275 low- to moderate-income (LMI) renter households with housing cost burden greater than 30%, which accounts for 26% of all households in Porterville.
- 2474, LMI households who are renters with a housing cost burden greater than 50% which accounts for 28% of all households in Porterville.

Most common housing problems for homeowners:

- 1,345 LMI homeowners with a housing cost burden greater than 30% which accounts for 15% of all households in Porterville.
- 980 LMI homeowners with a housing cost burden greater than 50% which accounts for 11% of all households in Porterville



"Worst Case Housing Needs, 2019 Report to Congress" U.S. Department of Housing and Urban Development, Office of Policy Development and Research

WHICH HOUSEHOLDS CAN HAVE WORST-CASE NEEDS?

Renter households with worst-case housing needs are those with very low incomes that do not receive government housing assistance and pay more than one-half of their incomes toward rent, those that live in severely inadequate conditions, or both.

By definition, households that can have worst-case needs are households that—

- Are renters.
- Have *very low incomes*—that is, incomes of no more than 50 percent of the area median income (adjusted for family size).

Do not receive housing assistance. Two types of priority problems determine whether households have worst-case needs:

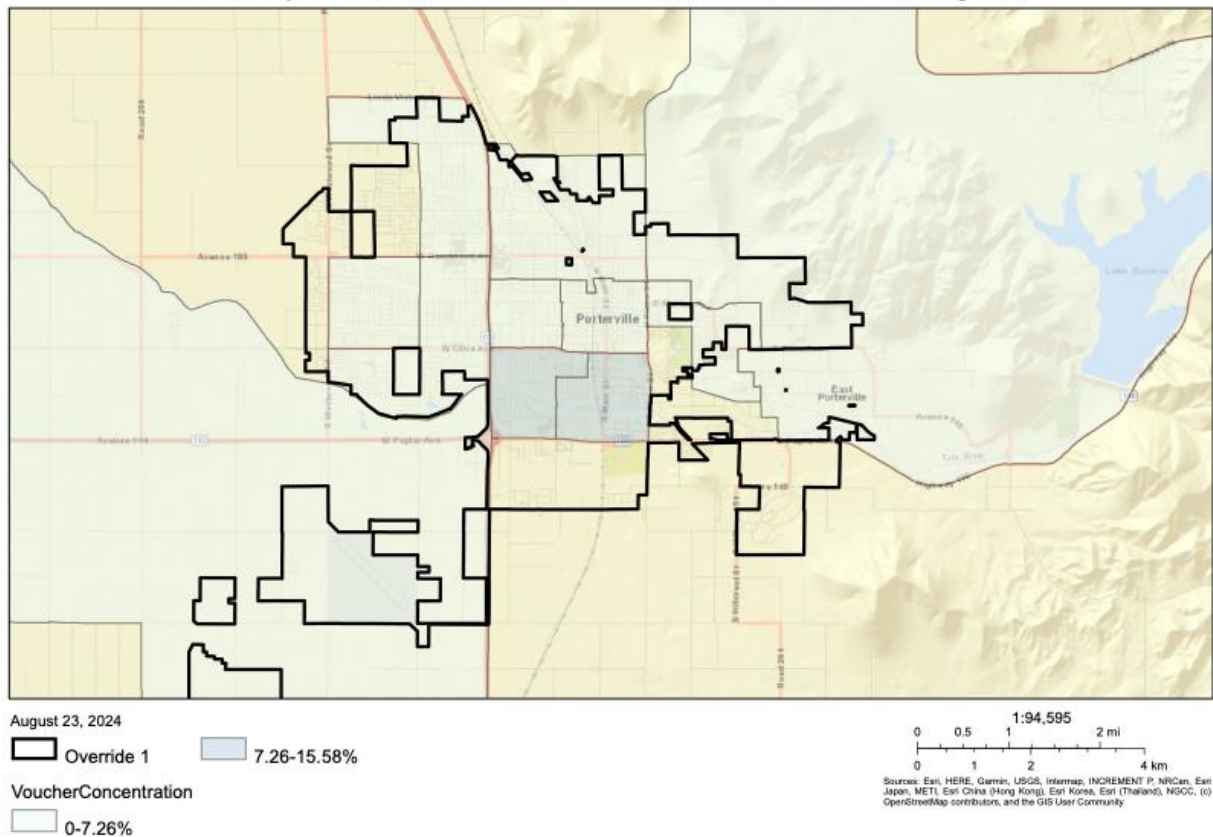
- *Severe rent burden* means that a renter household is paying more than one-half of its income for gross rent (rent and utilities).
- *Severely inadequate housing*, which refers to units having one or more serious physical problems related to heating, plumbing, and electrical systems or maintenance

The Housing Authority of the County of Tulare (HACT) offers rental assistance to low and moderate income (LMI) households throughout the County. HACT is responsible for providing a range of affordable housing options to meet the specific needs of individuals and households in need of rental housing assistance. HACT manages and administers the conventional public housing program for Tulare County, including the Porterville area, farm labor centers, and housing for senior citizens, the homeless, and disabled populations.

Section 8 Housing Programs

Housing Choice Voucher Program (HCV): The Section 8 program is tailored to assist families in securing rental housing within the private market, affording them greater autonomy and selection in their residential choices. Administered by the HACT, this program offers rental aid to families expending over 30 percent of their monthly income on housing. Through the Section 8 program, landlords receive a subsidy to bridge the gap between 30 percent of the voucher recipient's monthly income and the payment standard sanctioned by the federal government. Provided below is a map illustrating the utilization of Section 8 vouchers across the City of Porterville.

CPD Maps - Consolidated Plan and Continuum of Care Planning Tool

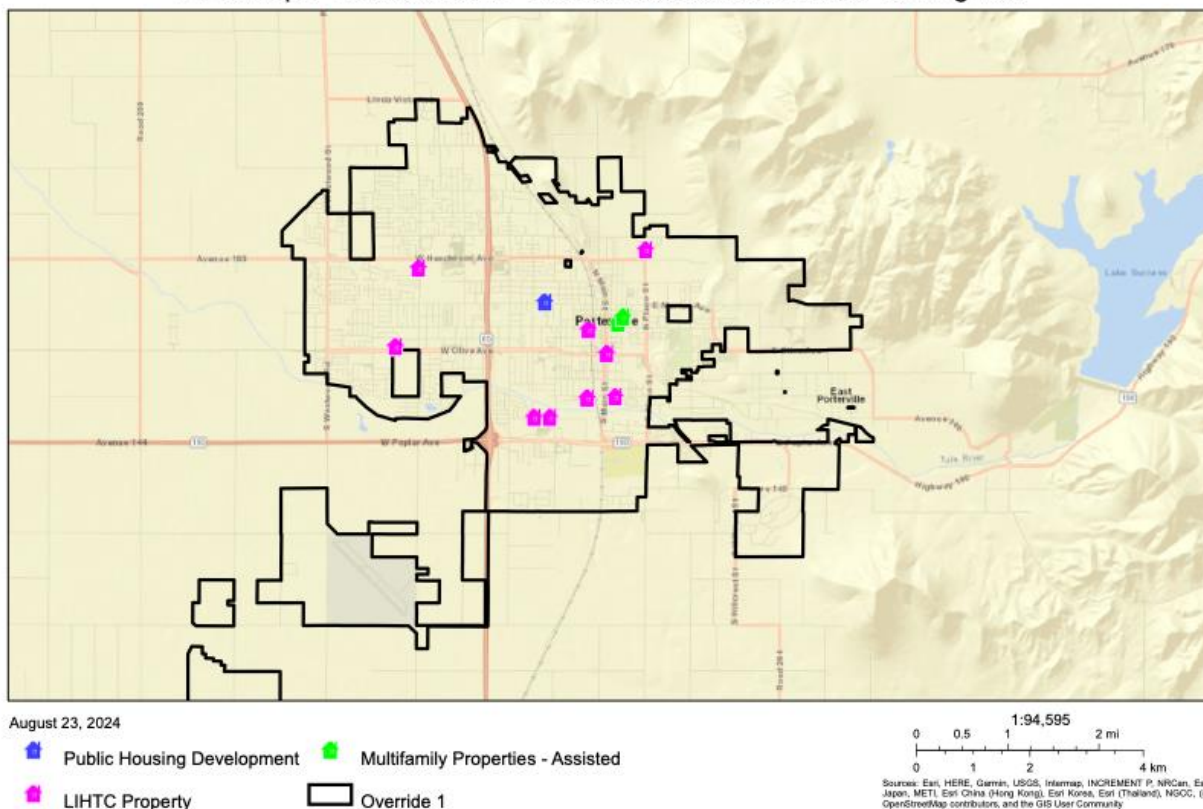


Public Housing Programs

The Housing Authority of the County of Tulare (HACT) offers rental assistance through the Section 8 HCV program. In addition to this, HACT also provides housing subsidies for low and moderate-income (LMI) seniors and manages a total of 105 assisted senior housing units within the City.

Currently, there are 480 housing units in the City that receive rental assistance through Section 8 HCV. Throughout Tulare County, there are a total of 2,664 Section 8 HCVs, with 18 percent of them being used within the City. The Housing Authority of Tulare County (HATC) manages a public housing waiting list, which currently has 4,134 households listed for the City and 10,267 listed countywide for the Section 8 program. The map below illustrates the distribution of public housing units within the City of Porterville.

CPD Maps - Consolidated Plan and Continuum of Care Planning Tool



Persons Experiencing Homelessness

The Kings/Tulare Homeless Alliance (KTHA) represents a collaborative effort among homeless service providers, advocacy groups, government agencies, and individuals experiencing homelessness. Its primary objective is to provide support for the homeless population, prevent and alleviate homelessness, and engage in comprehensive long-term planning for the region. KTHA is actively involved in implementing of diverse programs aimed at providing both temporary and permanent housing, along with essential services for individuals in need. Additionally, Tulare County has instituted a Task Force on Homelessness tasked with the development and execution of innovative strategies to address homelessness within the county. This task force comprises appointed and voluntary representatives from various government agencies, including the municipalities of Porterville, Farmersville, Dinuba, Tulare, and Visalia, as well as community organizations.

According to the 2023 point-in-time (PIT) count in Kings and Tulare County, a total of 1,470 individuals experiencing homelessness were recorded, marking a 16 percent increase from 2022. In Tulare County alone, 1,053 individuals experiencing homelessness were recorded in 2023, compared to 922 in 2022. The rise in homelessness can be attributed to several factors, including changes in the PIT methodology, a potential increase in the number of individuals experiencing homelessness living in their vehicles (which are harder to count), and increased efforts

by some authorities to disperse homeless encampments, making an accurate PIT count more challenging.

State law (Section 65583(a)(7)) requires municipalities to address the special needs of persons experiencing homelessness within their boundaries. “Homelessness,” as defined by HUD, describes the condition of an individual, who is not imprisoned or otherwise detained who:

- Lacks a fixed, regular, and adequate nighttime residence; and
- Has a primary nighttime residence that is: |
- A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); |
- An institution that provides a temporary residence for individuals intended to be institutionalized or |
- A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

	Homeless Population	Total Population
White	71%	58%
Hispanic/Latino	49%	70%
Native American/Alaskan Native	13%	1%
Black/African American	2%	1%
Asian American/Pacific Islander	0%	5%

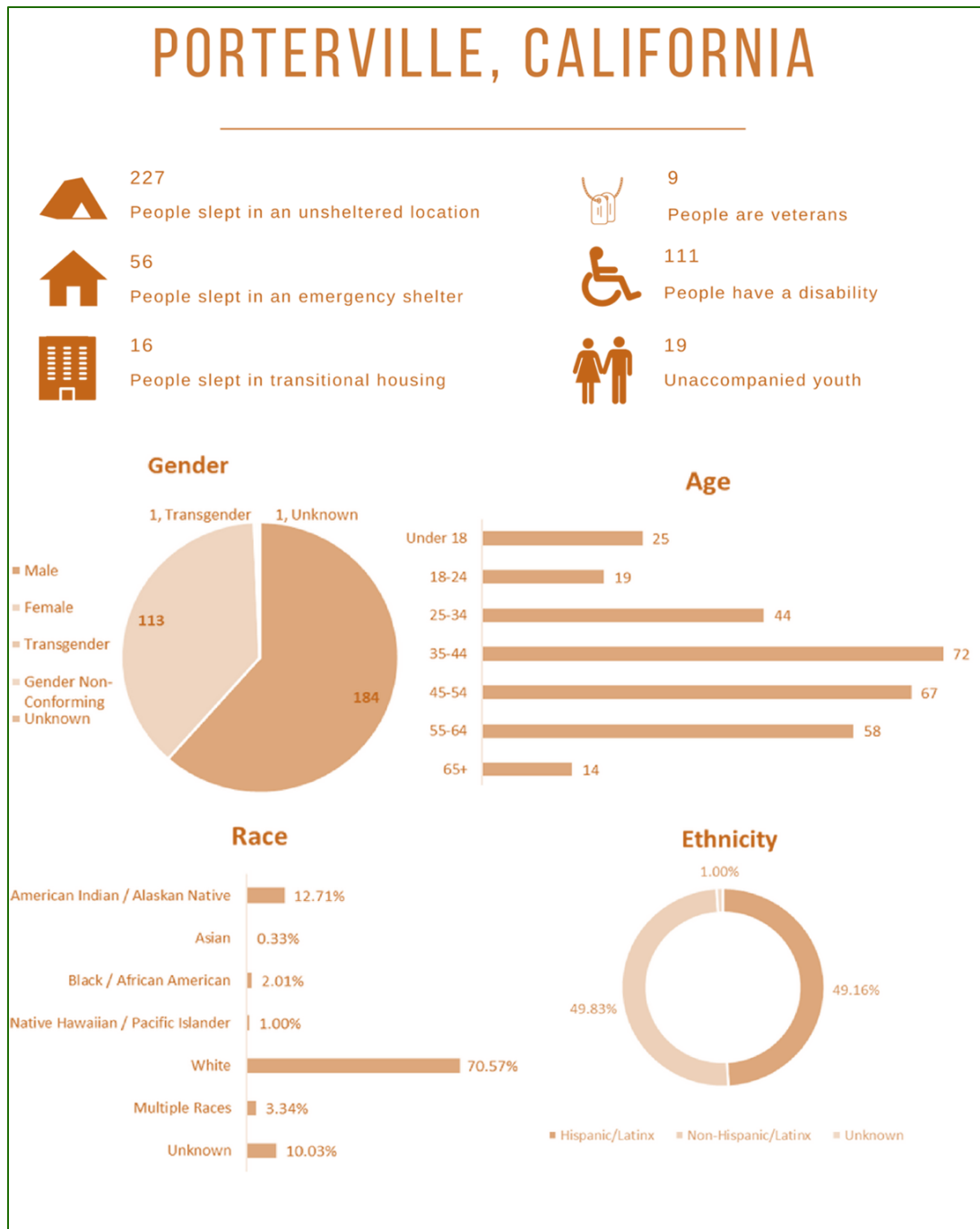
Source: Kings/Tulare Homeless Alliance. Kings and Tulare County Point-In-Time (PIT) Count, 2023

In Tulare County, 74 percent of homeless individuals, totaling 779 persons, were unsheltered. Among those experiencing homelessness, 41 percent were in Visalia, 28 percent in Porterville, and 27 percent in Tulare. This is an overrepresentation, as Visalia is home to 30 percent of the county’s population, Porterville to 13 percent, and Tulare to 15 percent. The 2023 PIT found that 41 percent of homeless individuals in Tulare County had a disability, while only 12 percent of the total population had a disability. The majority of individuals experiencing homelessness identified as white (70 percent), 7 percent as Black/African American, and 9 percent as Native American/Alaskan Native. Additionally, approximately 49 percent of homeless individuals identified as Hispanic/Latino.

Homeless residents surveyed in Porterville reported the following issues as barriers to housing:

- Mental disability (43 percent)
- Substance abuse (40 percent)
- HIV/AIDS (one percent)

The Tulare County Task Force on Homelessness provides advice and assistance to the Tulare County Health and Human Services Agency in addressing homelessness in the community. The Task Force coordinates local services and programs and includes members from various cities and agencies in the region.



Evaluation of City of Porterville's Current Fair Housing Legal Status

It is illegal to discriminate in the sale or rental of housing, including against individuals seeking a mortgage or housing assistance or other housing-related activities. The Fair Housing Act prohibits discrimination because of race, color, national origin, religion, sex, familial status, and disability. A variety of other federal civil rights laws, including Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act, prohibit discrimination in housing and community development programs and activities, particularly those assisted with HUD funding.



These civil rights laws include obligations such as taking reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP) and taking appropriate steps to ensure effective communication with individuals with disabilities through the provision of appropriate auxiliary aids and services. Various federal fair housing and civil rights laws require HUD and its program participants to affirmatively further the purposes of the Fair Housing Act.

Local governments, Public Housing Authorities (PHA), States, and Insular Areas must be involved in fair housing planning to ensure follow through on the obligation to affirmatively further the policies of the Fair Housing Act. These policies include ensuring that persons are not denied equal opportunities in connection with housing because of their race, color, national origin, religion, disability, sex, or familial status. They also include overcoming patterns of segregation and the denial of access to opportunity that is part of this nation's history. To be effective, fair housing planning must tackle tough issues. Fair housing planning affects the community as a whole, so all people in the community must have the opportunity to be at the table and participate in making those decisions.

Fair housing choice is not only about combating discrimination.

Fair housing choice involves individuals and families having the information, opportunity, and options to live where they choose without unlawful discrimination and other barriers related to race, color, religion, sex, familial status, national origin, or disability, and that their choices realistically include housing options in integrated areas with access to opportunity

Fair housing encompasses;

1. **Actual choice**, which means the existence of realistic housing options;
2. **Protected choice**, which means housing that can be accessed without discrimination; and
3. **Enabled choice**, which means realistic access to sufficient information regarding options so that any choice is informed.

The Fair Housing Act covers most housing. In very limited circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family houses sold or rented by the owner without the use of an agent, and housing operated by religious organizations and private clubs that limit occupancy to members.

For persons with disabilities, fair housing choice and access to opportunity include: access to accessible housing; and housing in the most integrated setting appropriate to an individual's need.

HUD – Office of Fair Housing and Equal Opportunity (FHEO)

HUD's Office of Fair Housing and Equal Opportunity (FHEO) works to eliminate housing discrimination, promote economic opportunity, and achieve diverse, inclusive communities. FHEO enforces fair housing laws. One of its roles is to investigate complaints of housing discrimination.

The laws implemented and enforced by FHEO include:

- The Fair Housing Act
- Title VI of the Civil Rights Act of 1964
- Section 109 of the Housing and Community Development Act of 1974
- Section 504 of the Rehabilitation Act of 1973
- Titles II and III of the Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Age Discrimination Act of 1975
- Title IX of the Education Amendments Act of 1972
- Section 3 of the Housing and Urban Development Act of 1968

FHEO investigates complaints, which may be one or both of the following types:

1. Discrimination under the Fair Housing Act (including housing that is privately owned and operated)
2. Discrimination and other civil rights violations in housing and community development programs, including those funded by HUD

A Brief Overview of the Fair Housing Act

The Fair Housing Act protects specified groups from discrimination in obtaining and maintaining housing. The act applies to the rental or sale of dwelling units with exceptions for single-family homes (as long as the owner does not own more than three single-family homes) and dwellings with up to four units where one is owner-occupied.

Discrimination based on the following characteristics is prohibited under the act. The terms race, color, and national origin are not defined in the Fair Housing Act statute.

- Race
- Color
- **Religion**—The statute provides an exemption for religious organizations to rent or sell a property they own or operate to members of the same religion (as long as membership is not restricted based on race, color, or national origin).
- National origin
- **Sex**—In February 2021, HUD released a memo stating that it would begin accepting discrimination complaints based on sexual orientation or gender identity and that FHEO would conduct “all other activities involving the application, interpretation, and enforcement of the Fair Housing Act’s prohibition on sex discrimination to include discrimination because of sexual orientation and gender identity.” HUD issued this guidance in response to the 2020 decision, *Bostock v. Clayton County*. The Supreme Court held that Title VII of the Civil Rights Act of 1964 barred employers from firing an individual for being gay or transgender. HUD’s guidance explains that “the Fair Housing Act’s sex discrimination provisions are comparable to those of Title VII and that they likewise prohibit discrimination because of sexual orientation and gender identity.” Further, courts have found discrimination based on sex to include sexual harassment, and HUD regulations outline quid pro quo and hostile environment sexual harassment that violates the Fair Housing Act. Discrimination based on nonconformity with gender stereotypes may also be unlawful sex-based discrimination under the Fair Housing Act.
- **Familial status**—The statute defines familial status as parents or others having custody of one or more children under age 18. Familial status discrimination does not apply to housing dedicated to older persons in accordance with federal guidelines.
- **Disability**—The statute defines disability as having a physical or mental impairment that substantially limits one or more major life activities, having a record of such impairment, or being regarded as having such an impairment. Regulations provide lists of conditions that may constitute physical or mental impairments.¹⁵ Major life activities means “functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.”

The Fair Housing Act protects individuals in the covered classes from discrimination in various activities involving housing. Some of the specific types of activities that are prohibited include the following:

- Refusing to rent or sell, refusing to negotiate for a rental or sale, or otherwise making a dwelling unavailable based on protected class.
- Discriminating in the terms, conditions, or privileges of sale or rental or in the services and facilities provided in connection with a sale or rental.

- Making, printing, or publishing notices, statements, or advertisements that indicate a preference, limitation, or discrimination in connection with a sale or rental based on a protected class.
- Representing that a dwelling is not available for inspection, sale, or rental based on a protected class.
- Inducing, for-profit, someone to sell or rent based on the representation that members of a protected class are moving to the neighborhood (sometimes referred to as blockbusting).
- Refusing to allow reasonable modifications or reasonable accommodations for persons with a disability. Reasonable modifications involve physical changes to the property, while reasonable accommodations involve changes in rules, policies, practices, or services to accommodate disabilities.
- Discriminating in “residential real estate related transactions,” including the provision of loans and selling, brokering, or appraising property.
- Retaliating (i.e., coercing, intimidating, threatening, or interfering) against anyone attempting to exercise rights under the Fair Housing Act. ²

In the Sale and Rental of Housing:

It is illegal discrimination to take any of the following actions because of race, color, religion, sex, disability, familial status, or national origin:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Otherwise make housing unavailable
- Set different terms, conditions, or privileges for sale or rental of a dwelling
- Provide a person different housing services or facilities
- Falsely deny that housing is available for inspection, sale, or rental
- Make, print, or publish any notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination
- Impose different sales prices or rental charges for the sale or rental of a dwelling
- Use different qualification criteria or applications, or sale or rental standards or procedures, such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures, or other requirements
- Evict a tenant or a tenant’s guest
- Harass a person
- Fail or delay performance of maintenance or repairs
- Limit privileges, services, or facilities of a dwelling
- Discourage the purchase or rental of a dwelling
- Assign a person to a particular building or neighborhood or section of a building or neighborhood

- For profit, persuade, or try to persuade, homeowners to sell their homes by suggesting that people of a particular protected characteristic are about to move into the neighborhood (blockbusting)
- Refuse to provide or discriminate in the terms or conditions of homeowners' insurance because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling
- Deny access to or membership in any multiple listing service or real estate brokers' organization

²“The Fair Housing Act: HUD Oversight, Programs, and Activities” Congressional Research Service, April 7, 2021

Civil Rights Obligations of Public Entities and Recipients of Federal Financial Assistance

Federal laws prohibit discrimination in housing and community development programs and activities because of race, color, religion, sex, national origin, familial status, and disability. These obligations extend to recipients of HUD financial assistance, including subrecipients, as well as the operations of state and local governments and their agencies, and certain private organizations operating housing and community development services, programs, or activities. For example, federal laws prohibit discrimination, including the denial of participation in and benefit of the following examples of programs and activities: homelessness, transitional housing, permanent supportive housing, the operations of social service organizations, public housing, voucher programs, other affordable housing programs, community development funded facilities, etc. Recipients and other covered entities must also take affirmative steps within such programs and activities to provide equal housing opportunities.

Affirmatively Furthering Fair Housing

In its AFFH guidance document published in April 2021, HCD describes the importance of segregation and integration analysis in relation to fair housing: Residential segregation and exclusion, whether by race, ethnicity, disability, or income, is a result of numerous housing policies, practices, and procedures—both public and private—that have had enduring and pervasive negative impacts. Overt and covert housing discrimination through land use policy, shifting housing markets, and patterns of investment and disinvestment, have restricted meaningful fair housing choice and equitable access to opportunity, particularly for communities of color. Historic patterns of segregation persist in California despite the long-standing federal mandate, established by the Fair Housing Act of 1968 (FHA), that federal agencies and federal grantees affirmatively further the purposes of the FHA. Past and present discriminatory policies and practices, including long-term disinvestment, have resulted in neighborhoods with concentrated poverty and poor housing stock, limited access to opportunity, unsafe environmental conditions, underfunded schools, dilapidated infrastructure, and other disproportionately experienced problems. In addition, governmental policies have subsidized the development of segregated, high resourced suburbs in metropolitan areas by constructing new highway systems—often through lower-income communities of color—to ensure access to job opportunities in urban centers. This physical and policy infrastructure supports patterns

of discrimination and high levels of segregation that continue to persist in California and across the country. All of these conditions persist despite the over 50-year-old obligation to prohibit discrimination and affirmatively further fair housing.

Title VIII of the Civil Rights Act of 1968, known as the **Fair Housing Act**, requires HUD and recipients of federal funds from HUD to affirmatively further the policies and purposes of the Fair Housing Act, also known as “affirmatively further fair housing” or “AFFH.” The obligation to affirmatively further fair housing requires recipients of HUD funds to take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics, which are:

- Race
- Color
- National origin
- Religion
- Sex (including sexual orientation and gender identity)
- Familial status
- Disability

California Fair Employment and Housing Act (FEHA): In addition to the protected classes identified under the federal government’s Fair Housing Act, FEHA requires that the following classes also be protected from employment discrimination in the State of California “because of:

Generally, in administering programs and activities relating to housing and community development, the federal government, HUD, and its recipients must:

- Determine who lacks access to opportunity and address any inequity among protected class groups
- Promote integration and reduce segregation
- Transform racially or ethnically concentrated areas of poverty into areas of opportunity

For much of the late 19th and early 20th century, government at all levels throughout the United States, along with private developers and mortgage lending institutions, played an active role in creating segregated living patterns and inequalities of opportunity. The federal government used the power of the military to remove Native Americans from their homelands, restricted federally insured mortgages on the basis of race, and used "slum clearance" and "urban renewal" programs to demolish neighborhoods for infrastructure projects that largely benefitted white Americans at a significant cost to and perpetuated the segregation of Black communities, Indigenous communities, and other communities of color.

Private housing developers also used racially restrictive covenants that perpetuated segregation and restricted access to homeownership and other housing opportunities for communities of color, among many other forms of discrimination.

In 1967, following the “Long, Hot Summer of 1967,” which consisted of over 150 race-related riots, President Lyndon B. Johnson established the National Advisory Commission on Civil Disorders, also known as the Kerner Commission. The Commission was tasked with investigating the causes of the riots that occurred in cities like Los Angeles, Detroit, Chicago, Newark, Milwaukee, and New York City. The final report of the Commission, issued in 1968, pointed to a lack of economic opportunity, failed government programs, police brutality, and racism, among other causes. The Commission’s Report is famously known for its declaration that “Our nation is moving toward two societies, one black, one white—separate and unequal.”

In 1968, when Congress enacted the Fair Housing Act, one of the Act’s co-sponsors, Senator Walter F. Mondale, explained that “...the proposed law was designed to replace the ghettos by ‘truly integrated and balanced living patterns.’” Congress intended that HUD do more than simply not discriminate itself and intended for HUD to use its grant programs to assist in ending discrimination and segregation, to the point where the supply of genuinely open housing increases. As such, since 1968, the federal government recognized its role in creating segregated living patterns that continue to have negative impacts on health, education, and the economy and its responsibility to undo the effects of policies, practices, and procedures that result in a lack of equity.

As recently as 2015, the U.S. Supreme Court reaffirmed one purpose of the Fair Housing Act when it explained that “much progress remains to be made in our Nation’s continuing struggle against racial isolation...The Court acknowledges the Fair Housing Act’s continuing role in Moving the Nation toward a more integrated society.”

HUD and the federal government continue to work toward achieving the integrated and more balanced living patterns envisioned by the Fair Housing Act in 1968. In 2021, the White House issued a Memorandum to the Secretary of Housing and Urban Development, which declared that the affirmatively furthering fair housing provision in the Fair Housing Act, “...is not only a mandate to refrain from discrimination but a mandate to take actions that undo historic patterns of segregation and other types of discrimination and that afford access to long-denied opportunities.” The White House, in 2021, also issued a number of Executive Orders that implicate HUD’s responsibility for implementing the AFFH mandate, including Executive Order 13895, “Advancing Racial Equity for Underserved Communities Through the Federal Government” and Executive Order 13988, “Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation.”

For decades, HUD has required recipients of federal financial assistance such as States, local governments, insular areas, and PHAs (program participants) to engage in fair housing planning. Such planning has previously consisted of the Analysis of Impediments to Fair Housing Choice and the Assessment of Fair Housing and was done in connection with other types of planning required by program requirements, such as the Consolidated Plan, Annual Action Plan, and PHA plan.

HUD implements the AFFH mandate in other ways, such as through its collection of certifications from grantees, provisions regarding program design in its notices of funding opportunity (NOFOs), affirmative fair housing marketing and advertising requirements, and enforcement of site and neighborhood standards.

HUD's 2021 Interim Final Rule (IFR), "**Restoring Affirmatively Furthering Fair Housing Definitions and Certifications**," requires program participants to submit certifications that they will affirmatively further fair housing in connection with their consolidated plans, annual action plans, and PHA plans. In order to support these certifications, the IFR creates a voluntary fair housing planning process for which HUD will provide technical assistance and support.

The IFR also rescinds the 2020 Preserving Communities and Neighborhood Choice rule, which was causing funding recipients to certify "compliance" with a regulatory definition that is not a reasonable construction of the Fair Housing Act's mandate to affirmatively further fair

housing. HUD is putting itself and its program participants back in a position to take meaningful steps towards improved fair housing outcomes.

The IFR does not require program participants to undertake any specific type of fair housing planning to support their certifications and commits HUD to providing technical assistance to those that wish to undertake Assessments of Fair Housing (AFHs), Analyses of Impediments to Fair Housing Choice (AIs), or other forms of fair housing planning. HUD is providing resources to assist program participants.

Disability

Federal nondiscrimination laws provide housing protections for individuals with disabilities. These protections apply in most private housing, state and local government housing, public housing, and other federally-assisted housing programs and activities. The Fair Housing Act prohibits discrimination in housing and housing-related transactions because of disability.

Federal nondiscrimination laws define a person with a disability to include any;

1. Individual with a physical or mental impairment that substantially limits one or more major life activities;
2. Individual with a record of such impairment; or
3. Individual who is regarded as having such an impairment.

In general, a physical or mental impairment includes, but is not limited to, examples of conditions such as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus (HIV), developmental disabilities, mental illness, drug addiction, and alcoholism.

Some impairments are readily observable, while others may be invisible. Observable impairments may include, but are not limited to, blindness or low vision, deafness or being hard of hearing, mobility limitations, and other types of impairments with observable symptoms or effects, such as intellectual impairments (including some types of autism),

neurological impairments (e.g., stroke, Parkinson's disease, cerebral palsy, epilepsy, or brain injury), mental illness, or other diseases or conditions that affect major life activities or bodily functions.

The term "major life activities" includes those activities that are important to daily life. Major life activities include, for example, walking, speaking, hearing, seeing, breathing, working, learning, performing manual tasks, and caring for oneself. There are other major life activities that are not on this list. Major life activities also include the operation of major bodily activities, such as the functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive systems.

Section 504 of the Rehabilitation Act prohibits discrimination on the basis of disability in any program or activity receiving federal financial assistance. Titles II and III of the Americans with Disabilities Act prohibit discrimination on the basis of disability in all programs, services, and activities of public entities and by private entities that own, operate, or lease places of public accommodation.

Section 504 of the Rehabilitation Act provides that no qualified individual with disabilities should, solely by reason of their disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Section 504 covers all programs and activities of recipients of HUD financial assistance, including, for example:

- Outreach and public contact, including contact with program applicants and participants
- Eligibility criteria
- Application process
- Admission to the program
- Tenancy, including eviction
- Service delivery
- Physical accessibility of facilities
- Employment policies and practice

The Americans with Disabilities Act (ADA)

The ADA is a comprehensive civil rights law for persons with disabilities. Title II of the ADA prohibits discrimination on the basis of disability in all programs, services, and activities provided or made available by public entities (state and local governments and special purpose districts). This includes housing when provided or made available by a public entity regardless of whether the entity receives federal financial assistance. For example, housing covered by Title II of the ADA includes housing operated by public housing agencies that meet the ADA's definition of "public entity," and housing operated by States or units of local government, such as housing on a state university campus.

Title III of the ADA prohibits private entities that own, lease (to and from), and operate places of public accommodation from discriminating on the basis of disability and requires places of public accommodation and commercial facilities to be designed, constructed, and altered in compliance with established accessibility standards. Public accommodations at housing developments include public areas open to the general public, such as a rental office. Public accommodations would also include, for example, shelters and social service establishments.

Sexual Harassment

Sexual harassment in housing is a form of sex discrimination prohibited by the Fair Housing Act. Sex discrimination is also prohibited by other federal laws, such as Section 109 of the Housing and Community Development Act of 1974 and Title IX of Education Amendments of 1972.

There are two main types of sexual harassment: (1) quid pro quo sexual harassment; and (2) hostile environment sexual harassment.

Quid Pro Quo

Quid pro quo harassment occurs when a housing provider requires a person to submit to an unwelcome request to engage in sexual conduct as a condition of obtaining or maintaining housing or housing-related services.

Hostile Environment

Hostile environment harassment occurs when a housing provider subjects a person to severe or pervasive unwelcome sexual conduct that interferes with the sale, rental, availability, or terms, conditions, or privileges of housing or housing-related services, including financing.

Reasonable Accommodations and Modifications Rights and Obligations Under Federal Law

Various federal laws require housing providers to make reasonable accommodations and reasonable modifications for individuals with disabilities. Federal nondiscrimination laws that protect against disability discrimination cover not only tenants and home seekers with disabilities, but also buyers and renters without disabilities who live or are associated with individuals with disabilities. These laws also prohibit housing providers from refusing residency to persons with disabilities, or placing conditions on their residency, because they require reasonable accommodations or modifications.

The Fair Housing Act

Under the Fair Housing Act a reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service. The Fair Housing Act makes it unlawful to refuse to make reasonable accommodations to rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling and public and common use areas.

In addition, the Fair Housing Act prohibits a housing provider from refusing to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises.

Section 504

Unlike the Fair Housing Act, Section 504 does not distinguish between reasonable accommodations and reasonable modifications. Instead, both are captured by the term “reasonable accommodations”. Under Section 504, the requirement to make reasonable accommodations applies to any changes that may be necessary to provide equal opportunity to participate in any federally-assisted program or activity. This includes a change, adaptation or modification to a policy, program, service, facility, or workplace which will allow a qualified person with a disability to participate fully in a program, take advantage of a service, live in housing, or perform a job.

Reasonable accommodations also include any structural changes that may be necessary. Reasonable accommodations may include changes which may be necessary in order for the person with a disability to use and enjoy a dwelling, including public and common use spaces, or participate in the federally-assisted program or activity. Under Section 504, reasonable accommodations must be provided and paid for by the housing provider unless providing them would be an undue financial and administrative burden or a fundamental alteration of the program. In such cases, the provider is still required to provide any other reasonable accommodation up to the point that would not result in an undue financial and administrative burden on the particular recipient and/or constitute a fundamental alteration of the program. In addition to the statutory requirement to make reasonable accommodations under Section 504, HUD's Section 504 regulation provides for making "housing adjustments" at 24 C.F.R. § 8.33.

Americans with Disabilities Act (ADA)

Similar to and based upon the Section 504 reasonable accommodation requirement, Titles II and III of the ADA require public entities and public accommodations to make reasonable modifications to policies, practices, or procedures to avoid discrimination. This obligation applies unless the public entity can demonstrate that the modifications would fundamentally alter the nature of its service, program, or activity (Title II), or the public accommodation can demonstrate that making the modifications would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations (Title III).

Reasonable Accommodations

A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, or to fulfill their program obligations. Please note that the ADA often refers to these types of accommodations as “modifications.”

Any change in the way things are customarily done that enables a person with disabilities to enjoy housing opportunities or to meet program requirements is a reasonable accommodation. In other words, reasonable accommodations eliminate barriers that prevent persons with disabilities from fully participating in housing opportunities, including both private housing and in federally-assisted programs or activities. Housing providers may not require persons with disabilities to pay extra fees or deposits or place any other special conditions or requirements as a condition of receiving a reasonable accommodation.

Since rules, policies, practices, and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny persons with disabilities an equal opportunity to enjoy a dwelling or participate in the program. Not all persons with disabilities will have a need to request a reasonable accommodation. However, all persons with disabilities have a right to request or be provided a reasonable accommodation at any time.

Under Section 504 and the ADA, public housing agencies, other federally-assisted housing providers, and state or local government entities are required to provide and pay for structural modifications as reasonable accommodations/modifications.

Reasonable Modifications

Under the Fair Housing Act, a reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises. Reasonable modifications can include structural changes to interiors and exteriors of dwellings and to common and public use areas. Examples include the installation of a ramp into a building, lowering the entry threshold of a unit, or the installation of grab bars in a bathroom. Under the Fair Housing Act, prohibited discrimination includes a refusal to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises.

Under Section 504, a housing provider is required to provide and pay for the structural modification as a reasonable accommodation unless it amounts to an undue financial and administrative burden or a fundamental alteration of the program. If an undue burden or fundamental alteration exists, the recipient is still required to provide any other reasonable accommodation up to the point that would not result in an undue financial and administrative burden on the particular recipient and/or constitute a fundamental alteration of the program. Examples include:

- Assigning an accessible parking space for a person with a mobility impairment
- Permitting a tenant to transfer to a ground-floor unit
- Adjusting a rent payment schedule to accommodate when an individual receives income assistance
- Adding a grab bar to a tenant's bathroom

- Permitting an applicant to submit a housing application via a different means
- Permitting an assistance animal in a "no pets" building for a person who is deaf, blind, has seizures, or has a mental disability.

The requirement to provide reasonable accommodations and modifications applies to, but is not limited to individuals, corporations, associations and others involved in the provision of housing or residential lending, including property owners, housing managers, homeowners and condominium associations, lenders, real estate agents, and brokerage services. This also applies to state and local governments, including in the context of exclusionary zoning or other land- use decisions.

A provider is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation or modification may be necessary because of a disability. If a person's disability is obvious, readily apparent, or otherwise known to the provider, and if the need for the requested accommodation or modification is also readily apparent or known, then the provider may not request any additional information. If the disability and/or the disability- related need for the requested accommodation or modification is not known or obvious, the provider may request only information that is necessary to evaluate the disability and/or disability-related need for the accommodation. This information may be from the requesting individual, medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry and may be inappropriate.

A housing provider can deny a request for a reasonable accommodation or modification if the request was not made by or on behalf of a person with a disability or if there is no disability- related need for the accommodation or modification. In addition, a request for a reasonable accommodation or modification may be denied if providing the accommodation or modification would impose an undue financial and administrative burden on the housing provider or it would fundamentally alter the nature of the housing provider's program. The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors. If an undue burden or fundamental alteration exists, the housing provider is still required to provide any other reasonable accommodation up to the point that would not result in an undue financial and administrative burden on the particular housing provider and/or constitute a fundamental alteration of the program.

When a housing provider denies a requested accommodation or modification, the provider should discuss with the requester whether there is an alternative accommodation or modification that would effectively address the requester's disability-related needs without a fundamental alteration to the provider's operations and without imposing an undue financial and administrative burden. As part of this interactive process, the housing provider should recognize that the individual requesting the accommodation or modification is most familiar with his or her disability and is in the best position to determine what type of aid

or service will be effective to meet a disability-related need. These discussions often result in an effective accommodation or modification for the requester that does not pose an undue financial and administrative burden for the provider.

A provider has an obligation to provide prompt responses to reasonable accommodation requests. An undue delay in responding to a reasonable accommodation request may be deemed to be a failure to provide a reasonable accommodation. A failure to reach an agreement on an accommodation request is in effect a decision by the provider not to grant the requested accommodation.

Limited English Proficiency

For persons who, as a result of national origin, do not speak English as their primary language and who have a limited ability to speak, read, write, or understand English. For purposes of Title VI and the Limited English Proficient (LEP) Guidance, persons may be entitled to language assistance with respect to a particular service, benefit, or encounter.

Title VI of the Civil Rights Act of 1964 is the federal law that protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who are LEP can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

EO 13166, signed on August 11, 2000, directs all federal agencies, including the Department of Housing and Urban Development (HUD), to work to ensure that programs receiving federal financial assistance provide meaningful access to LEP persons. Pursuant to EO 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in the Department of Justice (DOJ) LEP Guidance apply to the programs and activities of federal agencies, including HUD. In addition, EO 13166 requires federal agencies to issue LEP Guidance to assist their federally assisted recipients in providing such meaningful access to their programs. This Guidance must be consistent with the DOJ Guidance. Each federal agency is required to specifically tailor the general standards established in DOJ's Guidance to its federally assisted recipients. On December 19, 2003, HUD published such proposed Guidance.

Federally assisted recipients are required to make reasonable efforts to provide language assistance to ensure meaningful access for LEP persons to the recipient's programs and activities. To do this, the recipient should:

1. conduct the four-factor analysis;
2. develop a Language Access Plan (LAP); and
3. provide appropriate language assistance.

The actions that the recipient may be expected to take to meet its LEP obligations depend upon the results of the four-factor analysis including the services the recipient offers, the community the recipient serves, the resources the recipient possesses, and the costs of various language service options. All organizations would ensure nondiscrimination by taking reasonable steps to ensure meaningful access for persons who are LEP. HUD

recognizes that some projects' budgets and resources are constrained by contracts and agreements with HUD. These constraints may impose a material burden upon the projects. Where a HUD recipient can demonstrate such a material burden, HUD views this as a critical item in the consideration of costs in the four-factor analysis. However, refusing to serve LEP persons or not adequately serving or delaying services to LEP persons would violate Title VI. The agency may, for example, have a contract with another organization to supply an interpreter when needed; use a telephone service line interpreter; or, if it would not impose an undue burden, or delay or deny meaningful access to the client, the agency may seek the assistance of another agency in the same community with bilingual staff to help provide oral interpretation service.

If a person believes that a HUD federally assisted recipient is not taking reasonable steps to ensure meaningful access to LEP persons, that individual may file a complaint with HUD's local Office of Fair Housing and Equal Opportunity (FHEO).

Actions for a Violation

Housing Discrimination Complaints filed with State and Federal Organizations

Formal complaints related to housing discrimination in the State of California are generally filed with HUD's Office of Fair Housing and Equal Opportunity (FHEO), the Housing and Civil Enforcement Section of the United States Department of Justice.

A party who believes they have been a victim of illegal discrimination, based on their membership in one of the federally protected classes, during a housing related transaction, may file a complaint with the Department of Housing and Urban Development (HUD). When a complaint is filed, HUD will investigate the complaint and try to conciliate the matter with both parties. FHEO administers and enforces federal laws and establishes policies that ensure all Americans have equal access to the housing of their choice.

In addition to general fair housing discrimination complaints, HUD accepts specific complaints that violate Section 504 of the Rehabilitation Act of 1973, prohibiting programs or organizations that receive federal funds from discriminating against persons with disabilities. In relation to housing, this means that any housing program that accepts federal funds must promote equal access of units, regardless of disability status. Both mental and physical disability are included in Section 504.

An example of a Section 504 violation is a public housing manager who demands a higher housing deposit to a person in a wheelchair because of the anticipated damage that a wheelchair may cause. This violates Section 504 in that a person cannot be held to different standards or liabilities due to disability.

Complaints that are in violation of Section 504 are filed and processed in the same manner as general fair housing complaints.

The City refers fair housing issues and complaints to CSET, CCLS, FHCC, CRLA, the California Civil Rights Department and the HUD Office of Fair Housing and Equal

Opportunity (FHEO). This information is available on the City's Fair Housing webpage with contact information and links to local fair housing providers and the FHEO website. The California Civil Rights Department maintains a record of housing discrimination complaints filed in local jurisdictions. The main source of housing complaints in Porterville is related to code enforcement. The City has established a complaint system in which community members can anonymously submit any code violation complaint through the online complaint system on the City's website and through the myPorterville Mobile Application. The myPorterville Mobile Application provides an accessible way for residents to submit requests to the City on a number of City services, including code enforcement, housing issues, and transit requests and complaints. Housing complaints submitted through myPorterville are published on the City's website, with a chart documenting the number of complaints received in the last six months

Over the past two years, HUD has received one filing in City of Porterville, and the basis was disability; this filing remains open at this time.

The Housing and Civil Enforcement Section of the Department of Justice works to protect some of the most fundamental rights of individuals, including the right to access housing free from discrimination, the right to access credit on an equal basis, the right to patronize places of business that provide public accommodations, and the right to practice one's faith free from discrimination.

HUD – Multifamily Housing Complaint Line

The Multifamily Housing Complaint Line is a service provided by HUD's Multifamily Housing Clearinghouse (MFHC) that enables residents of HUD-insured and -assisted properties and other community members to report complaints with a property's management concerning matters such as poor maintenance, dangers to health and safety, mismanagement, and fraud. It can be accessed by dialing 1-800-MULTI-70 (1-800-685-8470).

Callers to this line can speak to MFHC information specialists in English and Spanish, who will help them resolve their problem. MFHC staff explain how to report problems to building management more effectively, answer questions about residents' rights, and refer callers to local Public Housing Agencies and other organizations, if needed. If a complaint is serious enough to bring to HUD's attention, MFHC information specialists write up a report on the problem and fax or email it to the appropriate HUD Field Office for action.

The Multifamily Housing Complaint Line supports HUD's enforcement efforts by empowering tenants and community residents to act as HUD's eyes and ears to ensure safe, decent, and sanitary housing. Complaints of housing discrimination are handled by the Office of Fair Housing and Equal Opportunity.

Fair Housing Assistance Program (FHAP)

Through the Fair Housing Assistance Program (FHAP), HUD funds state and local agencies that administer fair housing laws that HUD has determined to be substantially equivalent to the Fair Housing Act.

The Fair Housing Act contemplates that, across the country, state and local governments will enact and enforce their own statutes and ordinances that are substantially equivalent to the Fair Housing Act. HUD provides FHAP funding annually on a noncompetitive basis to state and local agencies that administer fair housing laws that provide rights and remedies that are substantially equivalent to those provided by the Fair Housing Act.

A state or local agency may be certified as substantially equivalent after it applies for certification. HUD then determines that the agency administers a law that provides substantive rights, procedures, remedies, and judicial review provisions that are substantially equivalent to the Fair Housing Act. Typically, once certified, HUD will refer complaints of housing discrimination that it receives to the state or local agency for investigation.

FHAP is an intergovernmental enforcement partnership between HUD and the state or local agencies. As in any partnership, both parties must contribute to the success of the program.

While HUD provides significant resources to Substantially Equivalent Agencies in the form of training, technical assistance, and funding. The agencies must demonstrate a commitment to thorough and professional complaint processing. This includes all phases of complaint processing, from accurate identification of issues at intake, through complete and sound investigations, to following through on administrative or judicial enforcement to ensure that victims of unlawful housing discrimination obtain full remedies and the public interest is served. The agencies should also work to develop relationships with public, private, and non-profit organizations in a grassroots approach to making fair and open housing a reality.

The Fair Housing Act covers most housing. In very limited circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family houses sold or rented by the owner without the use of an agent, and housing operated by religious organizations and private clubs that limit occupancy to members.

Fair Housing Initiatives Program (FHIP)

Fair housing organizations and other non-profits that receive funding through the Fair Housing Initiatives Program (FHIP) assist people who believe they have been victims of housing discrimination.

FHIP organizations partner with HUD to help people identify government agencies that handle complaints of housing discrimination. They also conduct preliminary claims

investigations, including sending "testers" to properties suspected of practicing housing discrimination.

In addition to funding organizations that provide direct assistance to individuals who feel they have been discriminated against while attempting to purchase or rent housing, FHIP also has initiatives that promote fair housing laws and equal housing opportunity awareness. Porterville cooperates with federal, state and regional agencies to promote open housing choice and equal opportunity. Depending on the nature of the complaints, Porterville currently refers complaints regarding housing discrimination to

CCLS Central California Legal Services
California Rural Legal Aid
Central California Fair Housing Council
Community Services Employment Training (CSET)
California Civil Rights Department
HUD Office Fair Housing and Equal Opportunity (FHEO)

This information is available on the City's Fair Housing webpage with contact information and links to local fair housing providers and the FHEO website. The California Civil Rights Department maintains a record of housing discrimination complaints filed in local jurisdictions.

The U.S. Department of Housing and Urban Development (HUD) provides Fair Housing Assistance Program (FHAP) funding annually on a noncompetitive basis to state and local agencies that enforce fair housing laws that HUD, CAD determined to be substantially equivalent to the Fair Housing Act. A state or local agency may be certified as substantially equivalent after it applies for certification and HUD determines that the agency administers a law that provides substantive rights, procedures, remedies and judicial review provisions that are substantially equivalent to the Fair Housing Act. Typically, once certified, HUD will refer complaints of housing discrimination that it receives to the state or local agency for investigation.

The California Civil Rights Department, Central California Legal Services, and Rural Legal Aid provide resources and support for fair housing complaints for Porterville residents.

The California Civil Rights Department (CRD) maintains a record of housing discrimination complaints filed in local jurisdictions. Between January 2006 and June 2020, a total of 92 cases were filed with the CRD in Tulare County Disability-related discrimination comprised the largest proportion of cases (61 percent of cases), followed by race (29 percent of cases). Most of the race-based cases were filed by Black/African American residents (78 percent of race-based cases).

Tulare Fair Housing Complaints (2006-2020)

Basis Number

Disability 56

Race/Color 56

Familial Status 9

Sex 5

National Origin 3

Religion 2

Source: Data.gov, Office of Fair Housing and Equal Opportunity Filed Cases, 2020

Community Services Employment Training CSET

108 E Morton Ave,
Porterville, CA 93257
[\(559\) 216-0525](tel:(559)216-0525)

CSET has not conducted specific training for landlords in Porterville; however, they host Fair Housing Resources events and conduct general housing education workshops which are open to landlords as well.

FTHB Workshop - Feb 3, Feb 10, March 23, April 6, May 18, June 1, July 13, August 10, Sep 21, 2024

Fair Housing Event - Jun 27, 2024

In speaking with Raquel Gomez, CSET'S Division Director, Community Initiatives, she identified Porterville, like many cities, faces unique challenges related to fair housing. It is our opinion that some key factors in the community include:

- **Affordable Housing Shortage:** shortage of affordable housing, which disproportionately impacts low-income individuals, families, and minority communities. Rising rent costs and limited availability of affordable housing exacerbate this issue.
- **Agricultural Economy:** Porterville's economy is heavily reliant on agriculture, and many farmworkers are low-income or seasonal workers. Housing discrimination against these populations, particularly undocumented workers, is a concern, with issues such as exploitative rental practices being prevalent and the fear of being reported to the INS.
- **Language Barriers:** Many residents in the region are Spanish-speaking and come from immigrant communities, which can create obstacles in understanding tenant rights or accessing legal resources.
- **Rural Challenges:** As a smaller and more rural "city", Porterville lacks the resources, legal aid services, and housing advocates that larger cities have. This can make it more difficult for residents to report discrimination or access affordable housing programs.

Raquel also identified several emerging trends in discriminatory practices:

- Technological advances that are not inclusive.
- Tenants facing eviction during and after the COVID-19 pandemic, even during the eviction moratorium.
- Housing discrimination against individuals with disabilities remains a significant issue and continues to require awareness efforts.
- The impact of climate change, such as flooding or heatwaves, disproportionately affects vulnerable populations, and the difficulty accessing FEMA and other relief efforts (the documentation required leaves many out).

CSET has not received any complaints regarding housing discrimination within Porterville's jurisdiction in the last five years.

Fair Housing Council of Central California

333 W. Shaw Avenue, Suite 14
Fresno, CA 93704
(559) 244-2950
<https://fhc-cc.org/>

The Fair Housing Council of Central California seeks to serve the racially and ethnically diverse, multi-cultural region of California's great Central Valley. The Fair Housing Council of Central California is a professional, non-profit, civil rights organization dedicated to the elimination of discrimination in housing and the expansion of housing opportunities for all persons. The Fair Housing Council accomplishes its goal through the advocacy of equal housing opportunities, assisting victims of housing discrimination and enforcing compliance with fair housing laws, including the Community Reinvestment Act and the Equal Credit Opportunity Act. It provides a multifaceted program of private enforcement, education and outreach, research and advocacy to affirmatively further the goal of equal housing opportunity. The FHC-CC investigates complaints of housing discrimination and predatory lending. The Fair Housing Council of Central California offers mediation and counseling, advocacy, research, and fair housing training and workshops for consumers and housing providers. We are dedicated to eradicating housing discrimination by ensuring compliance with federal and state housing laws.

There is currently no random fair housing testing currently occurring in Porterville

California Civil Rights Department

1277 E. Alluvial Avenue, Suite 101
Fresno, CA 93720
Phone: (800) 884-1684

The California Civil Rights Department (CRD) is the institutional centerpiece of California's broad policy against discrimination, harassment, and hate violence. Born out of a decades-long struggle to prohibit discrimination in employment, housing, and

business establishments, CRD has been at the forefront of protecting civil rights in California since its inception. CRD operates both virtually and through offices across California in Bakersfield, Elk Grove, Fresno, Los Angeles, Oakland, and Riverside. CRD enforces state fair housing laws that prohibit discrimination or harassment based on protected characteristics including gender, race, national origin, sexual orientation, gender identity, or religion among others. These laws also require reasonable accommodations for disabilities and prohibit retaliation against individuals exercising their rights. The laws apply to various entities involved in housing and housing-related services, such as landlords, tenant screening companies, property management companies, real estate agents, home sellers, builders, mortgage lenders, housing authorities, and others. They cover all aspects of housing including renting, leasing, sales, new construction, mortgage lending, insurance, municipal services, shelters, advertising, and restrictive covenants. In addition, it is illegal for cities, counties, or local government agencies to make zoning, land-use decisions, or policies that discriminate based on a protected characteristic. When someone files a discrimination complaint, the CRD evaluates the facts and decides whether to accept the case for investigation. If the case is accepted, the CRD independently investigates the facts and legal issues. This includes reviewing responses from those accused of discrimination, as well as any other information and evidence submitted by both parties. The CRD aims to resolve the dispute in appropriate cases and may also decide to take legal action.

CRD's mission is to protect the people of California from unlawful discrimination in employment, housing, public accommodations, and state-funded and state-administered programs and activities, and from hate violence and human trafficking. To accomplish this mission, CRD receives, investigates, conciliates, mediates, and prosecutes complaints of alleged violations of the Fair Employment and Housing Act (FEHA), Equal Pay Act, Unruh Civil Rights Act, Disabled Persons Act, Ralph Civil Rights Act, Trafficking Victims Protection Act, and statutes prohibiting discrimination in state-funded and state-administered programs and activities, among other civil rights laws.

More specifically, the state's various civil rights laws empower CRD to:

- Investigate and initiate complaints of individual and group discrimination.
- Facilitate resolution of disputes involving civil rights by providing conciliation and mediation services.
- Enforce the law by prosecuting civil rights violations in civil court.
- Promulgate regulations and issue guidance.
- Collect data on the pay, hours worked, and demographics of California employees working for private employers with 100 or more employees.
- Work with community and government entities to constructively resolve conflict associated with allegations of discrimination and minimize the potential for violence.
- Engage in public outreach and provide training and technical assistance regarding California's civil rights protections

Central California Legal Services

2115 Kern Street, Suite 200

Fresno, California 93721

Phone: 1 (800)675-8001

Service Counties: Fresno, Merced, Tuolumne, Mariposa, Tulare and King

Central California Legal Aid is a private, not-for-profit, public-interest law firm established for the purpose of providing free civil legal assistance to low-income individuals, families, organizations, and communities. These legal needs include access to basic necessities, healthcare, housing, protecting families and seniors from violence and consumer fraud, and helping veterans overcome barriers to employment. CCLA maintains three satellite offices in Fresno, Merced, and Visalia, toll-free legal advice lines, and a website with legal forms and educational content. Additionally, CCLS collaborates with agencies and community organizations to support low-income individuals, families, and communities. CCLA partners with the statewide Health Consumer Alliance (HCA), whose mission is to provide quality civil legal services to low-income and vulnerable Californians.

Every year Central California Legal Aid Services helps thousands of Californians with critical legal problems such as escaping domestic violence and sexual assault, protecting abused and neglected children, preserving housing, helping vulnerable seniors and stopping discrimination.

CCLS has been advocating for low-income individuals in Tulare and other central California counties for over 50 years. CCLS provides high-quality civil legal services.

Central California Legal Aid provides assistance with the housing laws and issues such as:

- Evictions
- Fair Housing Act
- Homeowner rights
- House foreclosure
- Mobile home tenants
- Property taxes
- Rights of tenants
- Safe housing
- Utility bills
- COVID protections
- Section 8
- Discrimination

Central California Legal Aid Services is limited in what types of cases that can be accepted based on program priorities, available staff and funding in each local office. **Housing Legal Advice Line.** If you are a tenant and need help with a legal problem related to your housing (such as evictions, repairs, security deposits, or housing discrimination) or you are a homeowner that needs help with foreclosure prevention, you have a question you

think a lawyer should answer, or you have been sued and don't know where to turn, call our Housing Advice Line. Legal Advice Line (800) 675-8001

California Rural Legal Aid

Tulare Office
195 N K St
Tulare, CA 93274
1(800) 337-0690

California Rural Legal Assistance, Inc. (CRLA) is a nonprofit law firm founded in 1966 to provide free civil legal services to low-income residents of California's rural counties. California Rural Legal Assistance, Inc. (CRLA) is the leading civil legal aid organization serving rural California's diverse low-income communities with seventeen offices spanning the state, from El Centro in the Imperial Valley to Santa Rosa and Marysville in the north, to the Central Valley and Central Coast. Since its founding in 1966, CRLA has committed fifty percent of staff time and resources to direct legal services for low-income clients and fifty percent to impact litigation that addresses root causes of poverty. The organization has a strong history of pivotal civil rights advocacy in housing, employment, K-12 education, healthcare access, community development, and environmental justice. CRLA provides free legal services and education to tens of thousands of low-income residents of California's rural counties and litigates cases that benefit even more people.

CRLA helps with all matters of housing discrimination including finding and staying in safe housing, displacement, discrimination, foreclosures, evictions and lockouts.

City of Porterville & TCAG Housing Survey

The City of Porterville collaborated with TCAG and the other participating jurisdictions on the release of an online survey about housing needs. This section summarizes information collected from survey respondents who noted that they reside in Porterville:

- Respondents selected “quality and size of housing,” “affordability,” and “close to work and/or school” as most important when looking for housing.
- Overall, respondents selected “cost of quality housing” as the largest barrier to affording desirable housing. Respondents also identified the low supply of housing and lack of rent-restricted housing as barriers to affording housing.
- The most selected urgent housing issues are affordability of desired housing, availability of desired housing, and homelessness.
- The housing assistance programs most beneficial to Porterville residents are rental assistance or housing choice vouchers (HCVs), housing assistance for residents with special needs, and housing rehabilitation assistance. Respondents also cited homebuyer

counseling services as beneficial programs to assist with housing needs.

- “Housing with three or more bedrooms” was ranked as most needed followed by “housing with one or two bedrooms.”
- Approximately one-third of respondents were interested in developing accessory dwelling units (ADUs) on their existing or future property. No respondents already had an ADU on their property.
- Respondents from all jurisdictions identified a need for supportive housing programs for individuals experiencing homelessness.
- Respondents across jurisdictions expressed the need for median-income housing, “higher end” housing, and non-low-income housing to keep families in the region.

During community outreach, community members identified the following overarching themes regarding housing in the region:

Need more housing options for both renters and buyers at all income levels.

How addressed: The City will encourage housing development and diversification of the City’s housing stock to create additional housing for households of all income levels.

Need for financial assistance for low-income renters and homeowner households.

How addressed: The City will coordinate with local service providers and agencies that operate assistance programs for low-income households to spread awareness of available financial resources.

other available assistance programs through the City’s website, social media pages, and in-person community events.

Need for housing for people with special needs.

How addressed: The City will coordinate with local service providers and agencies that operate assistance programs for low-income households to spread awareness of available financial resources.

Need for housing close to transportation, jobs, and services.

How addressed: The City will provide infrastructure to create a safe and accessible environment, attract businesses and investments, contribute to economic growth and ensure equal access to essential services. The Site Inventory has identified several opportunity sites for housing less than one mile from the Porterville Transit Center, along Main Street and Henderson Avenue in Northeast Porterville and in Central Porterville, with access to public transit and commercial services.

Community members of the City found that the following themes emerged as important:

- During the workshop, participants expressed the need for more affordable housing in the city, particularly accessible affordable housing for residents with disabilities, as well as housing for all income levels.

- Participants also stated there is not enough housing near transit stops and facilities. Households using HCVs have difficulty finding available affordable housing and there are not enough housing opportunities for these households.
- Additionally, participants identified a need for strategic community engagement and outreach programs regarding housing, suggesting the City work with trusted local organizations.

Respondents stated home rehabilitation assistance programs, mobile home preservation assistance programs, and higher density zoning would be beneficial in addressing housing issues in the city.

Housing needs in the city also include supportive housing programs for individuals experiencing homelessness.

*This section will continue to be updated as more survey results are logged.

Identification of Impediments to Fair Housing Choice

The AI is a comprehensive review of a jurisdiction's laws, regulations, and administrative policies, procedures, and practices affecting the location, availability, and accessibility of housing, as well as an assessment of conditions, both public and private, affecting fair housing choice.

The AI is a review of impediments to fair housing choice in the public and private sector. Impediments to fair housing choice are any actions, omissions, or decisions taken because of Race, Color, Religion, Gender, National Origin, Familial Status (Families with children under 18 years old), Physical and/or Mental Disability, Sexual Orientation, Marital Status, Ancestry, Age, Source of Income, Gender Identity and Gender Expression, Genetic Information or Other Arbitrary Basis that restrict housing choices or the availability of housing choices, or any actions, omissions, or decisions that have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin. Policies, practices, or procedures that appear neutral on their face but operate to deny or adversely affect the housing provision to persons of a particular race, color, religion, sex, disability, familial status, or national origin may constitute such impediments.

Impediments include actions or omissions in the jurisdiction's public or private housing sector that:

- Constitute violations, or potential violations, of the Fair Housing Act
- Are counterproductive to fair housing choice, such as NIMBYism:
- Community resistance when minorities, persons with disabilities, and/or low-income persons first move into White and/or moderate- to high-income areas

- Community resistance to the siting of housing facilities for people with disabilities in residential neighborhoods based on their disabilities
- Have the effect of restricting housing opportunities on the basis of race, color, religion, sex, disability, familial status, or national origin.

Public Sector

Zoning and Site Selection

Local government policies that limit or exclude housing facilities for persons with disabilities or other housing for homeless people from certain residential areas may violate the provisions of the Fair Housing Act. This is because they may indirectly discriminate against persons with disabilities and minorities, many of whom are homeless. Building codes that require certain amenities or setbacks also affect the feasibility of providing low- and moderate-income housing development.

Even where zoning or other government policies are permissive, neighborhood residents often

resist the placement of certain types of housing in their area. The attitude of local government officials, public pronouncements of general policy, and careful planning and implementation of individual housing efforts by providers are key aspects for overcoming resistance of this kind.

Placement of new or rehabilitated housing for lower-income people is one of the most controversial issues communities face. If fair housing objectives are to be achieved, the goal must be to avoid high concentrations of low-income housing.

Whether the persons to be served are families with children, persons with disabilities, homeless persons, or lower-income minorities, many communities feel strongly that housing for these persons should be provided but “not in my back yard” (NIMBY). This attitude seriously affects the availability of housing for people in these groups and is one of the most difficult challenges jurisdictions encounter in promoting fair housing objectives.

HUD has regulations governing the selection of sites for certain HUD-assisted housing programs. These regulations are flexible and express the goal previously stated. Jurisdictions should strive to meet the intent and spirit of these regulations in providing or approving sites for all of the low- and moderate- income housing developed in the community.

Housing Authority of Tulare County (HATC)

Public housing was established to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. Public housing comes in all sizes and types, from scattered single-family houses to high-rise apartments for elderly families.

U.S. Department of Housing and Urban Development (HUD) administers Federal aid to the Housing Authority of Tulare Country (HATC) the City’s Housing Authority, to help manage the housing for low-income residents at rents they can afford.

Public housing is limited to low-income families and individuals. HATC determines eligibility based on:

- 1) annual gross income;
- 2) whether you qualify as elderly, a person with a disability, or as a family; and
- 3) U.S. citizenship or eligible immigration status.

Rent, referred to as the Total Tenant Payment (TTP) in this program, is based on a family's anticipated gross annual income less deductions, if any. HUD regulations allow HATC to exclude from annual income the following allowances: \$480 for each dependent; \$400 for any elderly family or a person with a disability; and some medical deductions for families headed by an elderly person or a person with disabilities. HATC determines if any allowable deductions should be subtracted from the client's annual income based on the application. Annual income is the anticipated total income from all sources received from the family head and spouse, and each additional member of the family 18 years of age or older.

The formula used in determining the TTP is the highest of the following, rounded to the nearest dollar:

- 1) 30 percent of the monthly adjusted income. (Monthly Adjusted Income is annual income less deductions allowed by the regulations);
- 2) 10 percent of monthly income;
- 3) welfare rent, if applicable; or
- 4) a \$25 minimum rent or higher amount (up to \$50) set by a housing authority.

Housing Choice Vouchers

Section 8 vouchers can be an extremely effective tool in reducing concentrations of low-income households. This was the intent of the voucher choice program when it was introduced in 1974. Sometimes voucher holders are discriminated against by landlords who are unwilling to accept Section 8 vouchers. *Source of income is a protected class in California.*

Consequently, voucher holders must be located where rental housing is available. The voucher holder's rental options are limited, in most cases, to rental units priced at or below Fair Market Rent.

The housing choice voucher program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants can find their own housing, including single-family homes, townhouses, and apartments.

The participant is free to choose any housing that meets the program's requirements and is not limited to units located in subsidized housing projects.

Housing choice vouchers are administered locally by public housing agencies (PHAs). The Housing Authority of Tulare County (HATC), the housing authority for the City of Porterville, receives federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program.

A family issued a housing voucher is responsible for finding a suitable housing unit of the family's choice where the owner agrees to rent under the program. This unit may include the family's present residence. Rental units must meet minimum health and safety standards, as determined by the Housing Authority of Tulare County.

A housing subsidy is paid to the landlord directly by the HATC on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program. Under certain circumstances, if authorized by the HATC, a family may use its voucher to purchase a modest home.

Eligibility for a housing voucher is determined based on the total annual gross income and family size. It is limited to US citizens and specified categories of non-citizens who have eligible immigration status. In general, the family's income may not exceed 50% of the median income for the county or metropolitan area in which the family chooses to live. By law, HATC must provide 75 percent of its vouchers to applicants whose incomes do not exceed 30 percent of the area median income. Median income levels are published by HUD and vary by location.

Since the demand for housing assistance often exceeds the limited resources available to HUD and the local housing agencies, long waiting periods are common. A PHA may close its waiting list when it has more families on the list than can be assisted in the near future.

PHAs may establish local preferences for selecting applicants from their waiting list.

The HATC calculates the maximum amount of housing assistance allowable. The maximum housing assistance is generally the lesser of the payment standard minus 30% of the family's monthly adjusted income or the gross rent for the unit minus 30% of the monthly adjusted income.

For example, PHAs may give a preference to a family who is (1) homeless or living in substandard housing, (2) paying more than 50% of its income for rent, or (3) involuntarily displaced. Families who qualify for such local preferences move ahead of other families on the list who do not qualify for any preference. Each PHA has the discretion to establish local preferences to reflect its particular community's housing needs and priorities.

Sale of Subsidized Housing and Possible Displacement

In the sale of subsidized housing, the objective should be to preserve lower-income housing opportunities to the maximum extent feasible. However, suppose any

displacement of a current minority or disabled low-income families occurs. In that case, the objective should be to provide other housing opportunities to displaced households by giving them a real choice to relocate inside and outside minority neighborhoods or in buildings predominantly occupied by minorities or persons with disabilities. Because a relocation plan often places sole reliance on the provision of certificates or vouchers to displaced households, a good program to promote real choice in the use of certificates and vouchers is essential.

Private Sector

Under the broad term “private sector” are many specific aspects of the jurisdiction’s housing market that should be examined to determine whether fair housing objectives are being served. Government policies and procedures that regulate, monitor, or otherwise impact rental, sales, and property insurance practices can play a significant role in promoting fair housing choice.

Lending Policies and Practices

Until very recently, mortgage lending and real estate appraisal policies and practices were openly discriminatory. Decisions regarding property values, lending criteria, and related factors frequently rested on the race or ethnicity of the applicant and the racial or ethnic identity of the neighborhood in which the subject property was located. Lending policies and practices also treated applicants differently based on gender. Because of the close relationship between mortgage lending and appraisal activities, the policies and practices in one area significantly impact those in the other area.

Appraisal and lending criteria that look at age, size, or minimum value of a dwelling in light of “stability” factors—such as whether the neighborhood is homogeneous or changing culturally or socially—may be more recent iterations of previous policies and criteria that referred openly to neighborhood stability or change in terms of racial characteristics. Intentional or inadvertent discrimination may result from applying these criteria or various other factors, some of which may be very difficult or impossible to detect in a fair housing review by a regulatory or other agency.

Lending policies and requirements related to credit history, current credit rating, employment history, and general character of applicants enable lenders to use a great deal of discretion and in the process deny loans even though the prospective borrower would have been an acceptable risk. In October 1992, the Federal Reserve Bank of Boston released a study of 131 Boston area lenders that showed that the subjectivity built into the loan process is a principal cause of discrimination in lending.

The study is based on the review of 3,062 loan applications. The study concluded that, after controlling for all objective indicators of applicant risk, lenders still rejected members of minority groups 56 percent more often than otherwise identical White applicants. For Whites, “compensating factors” are considered that result in loan approval at a much higher rate than for Blacks or Hispanics.

Studies such as this point to the need for affirmative action by lenders themselves to look at their policies and practices and change the manner in which judgments are made by every person who plays a role in the lending process.

Lenders may apply different terms for different applicants or dwellings in different neighborhoods. Frequently, the terms offered to Blacks or other minority borrowers have been less favorable than those offered to nonminority borrowers. Part of this issue is that the less favorable terms have been the only terms available for the dwellings minority borrowers plan to purchase or in the neighborhoods where they reside or the dwellings they plan to purchase. Often, the limited lending options available in such neighborhoods have been offered by lenders who operate only in such areas.

Because some banks or savings and loan institutions in cities will not make loans in minority neighborhoods, minority borrowers cannot benefit from competitive loan offerings available in the larger market.

Home Mortgage Disclosure Act

The Home Mortgage Disclosure Act (HMDA) was enacted by Congress in 1975 and is implemented by the Federal Reserve Board's Regulation C. The Act was implemented in response to mortgage credit shortages in older urban neighborhoods (particularly those with predominantly minority populations).

On July 21, 2011, the rule-writing authority of Regulation C was transferred to the Consumer Financial Protection Bureau (CFPB). This regulation provides the public loan data that can be used to assist:

- in determining whether financial institutions are serving the housing needs of their communities;
- public officials in distributing public-sector investments to attract private investment to areas where it is needed;
- and in identifying possible discriminatory lending patterns.
 - The Fair Housing Act applies to mortgage lending just as it does to other aspects of housing. Lenders may not:
 - Refuse to make a mortgage loan;
 - Refuse to provide information regarding loans;
 - Impose different terms or conditions on a loan (such as different interest rates, points, or fees); or
 - Discriminate in appraising property based on race, color, national origin, religion, sex, familial status, or disability.

Most banks and other lending institutions must report to the Federal Financial Institutions Examination Council (FFIEC) on their lending practices. Information from the Federal Financial Institutions Examination Council (FFIEC) is available to the public as Home Mortgage Disclosure Act data (HMDA).

Information reported about the clients and the properties includes data related to such elements as race, gender, marital status, income level of the mortgagee, location of the dwelling by census tract, type of housing, value of housing, etc. The information required and the manner of reporting has been modified several times since the adoption of the HMDA. Collection information requirements continue to be modified to meet the changing needs of those who utilize this information for the purpose intended by Congress. Additionally, the criteria that determine which institutions must report continue to be modified as well.

HMDA data is filed with the regulatory agency given oversight for the particular financial institution performing the reporting. These agencies include the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, the Office of Thrift Supervision, or the National Credit Union Association. The Federal Financial Institutions Examination Council (FFIEC) is directed to compile annual data by census tract.

The disparities in homeownership across racial and ethnic lines reflect only the symptoms of underlying impediments in the home mortgage application process. The Home Mortgage Disclosure Act (HMDA) data was compiled for City of Porterville to better understand the barriers that members of protected classes face in obtaining mortgages.

Public and Private Sector

Fair Housing Enforcement

Effective fair housing enforcement lies at the heart of a comprehensive program to affirmatively further fair housing. The structure of this program varies among communities based on community size and resources.

To assure good standing for HUD's Community Planning and Development (CPD) programs, the jurisdiction should address any and all concerns expressed by HUD in contract conditions that relate to fair housing and equal opportunity performance as required by the laws and regulations governing these programs. These concerns include any and all court decisions relating to fair housing and other civil rights laws to which the jurisdiction or the PHA is subject.

The City of Porterville can request that all subrecipients who received HUD CDBG funds from the City provide their clients with information on fair housing and the process for filing a complaint. Additionally, the materials should, at a minimum, be available in Spanish.

Informational Programs

Regardless of whether they have completed an AI, all jurisdictions should be conducting fair housing education and outreach activities.

The City of Porterville, through CDBG funding, has an agreement with Community Services and Employment Training (CSET) for the provision of fair housing education for Porterville residents.

CSET develops and presents virtual seminars in English and Spanish on fair housing law and issues that include education about and promotion of available housing vouchers. In addition to more general sessions intended for tenants, brokers, realtors and lenders, workshops focus on landlords and property managers. As part of the Fair Housing Education Services, CSET offers the following services:

- Provides training to City of Porterville staff/electees regarding fair housing issues, reasonable accommodation, fair housing/housing resources, fair housing and current events (annually) virtually or in person.
- Provides City staff with information and analysis of existing and proposed state and federal fair housing legislation, as needed and requested.
- Provides one-to-one fair housing education sessions for Porterville residents for a minimum of six hours/month.
- Develops, produces, and provides fair housing brochures and/or pamphlets regarding fair housing law and regulatory issues for distribution to the public. These materials are available in both English and Spanish.
- Seeks media exposure through print, radio, television, social media, and the internet.
- Participates in community events to distribute fair housing information (minimum of one event annually per year).

The City provides fair housing education through their various housing programs, such as the First Time Homebuyer Education, Homeowner Rehabilitation Loan, and the Exterior Americans with Disabilities Act (ADA) Wheelchair Ramp Programs. The City also conducts and participates in a multitude of outreach events in the community in order to affirmatively further fair housing. Furthermore, the City hosts an annual and free Fair Housing Fair event to help Porterville residents connect to services that assist renters and current and prospective homebuyers. The event typically hosts over 25 different organizations or agencies, and a variety of professionals such as mortgage lenders and realtors. The annual event provides information on tenant rights/legal information, financial management, resources for homeowners, code enforcement, education resources, employment information, resources for veterans, home maintenance, energy efficiency, estate planning and insurance services.

In addition, the City staff attend many other outreach events throughout the year and provide presentations at local non-profit organizations for their clients to learn about the City's programs, including fair housing resources and information.

The City of Porterville also distributes fair housing information through the City website, which has a dedicated Fair Housing page with links to flyers, information, and websites of organizations providing Fair Housing Services. The Fair Housing webpage, as well as

the entire City of Porterville website, has an accessibility function to assist persons with difficulties or disabilities, with adjustment options for contrast, highlight links, bigger text, text spacing, pause animations, hide images, dyslexia friendly, cursor, tool tips, line height, text align, and saturation. The webpage provides textual information to provide context to linked items and lay out fair housing rights and responsibilities.

The City also distributes fair housing materials through lenders, realtors, and many outreach events throughout the year. Monthly, the City hosts an eight-hour First Time Homebuyer Class (alternating in English and Spanish each month). Fair housing information and many other resources are presented during the class. In addition, class participants also receive a bound book consisting of the PowerPoint presentation of the class with links and contact information to obtain the resources. The classes are marketed through the City's social media platforms, website lenders, realtors, CSET and outreach events. Resources are also provided annually through mail to all individuals with an active loan. The packet of resources includes other City programs, fair housing resources, foreclosure prevention and information about the no-cost tax preparation services offered by CSET.

Assessment of Current Public and Private Fair Housing Program

Census data, HMDA data, and state and federal complaints provide a statistical basis for fair housing issues. There also may be situations where discrimination or other unfair housing practices occur but go unreported. To elicit a deeper understanding of fair housing issues within a community, an analysis of the City of Porterville's policies and perspectives can provide a more detailed assessment of the community, extending the analysis beyond just the reported statistics. The key factor in reviewing the City of Porterville's policies is evaluating how the jurisdiction manages the HUD Community Development Block Grant funds and supports fair housing practices.

HUD Five-Year Consolidated Plan

The U.S. Department of Housing and Urban Development (HUD) requires each entitlement jurisdiction to complete a Consolidated Plan and certify compliance with the Consolidated Plan Final Rule.

The Consolidated Plan is intended to:

- Serve as the long-range planning document for affordable housing development and community service funding;
- Provide priorities for funding for HUD programs and strategies for implementing the priorities; and
- Be an accessible tool to measure the effect of the local funding strategies.

The City of Porterville, California, receives an annual entitlement allocation from the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program. The Consolidated Plan provides direction on the investment of CDBG dollars over the next five years, from 2024 – 2029. Additionally, each year, the City will produce an Annual Action Plan that details how the City will carry out the goals and objectives identified in this Plan.

A key feature of these grants is the City's ability to choose how the funds will be used. HUD provides a broad range of eligible activities that can be utilized with CDBG funding. The City must determine which of the eligible activities will best serve the needs of the community. HUD requires grantees to develop a Five-Year Consolidated Plan to determine the most pressing needs and develop effective, place-based market-driven strategies to meet those needs.

When developing a Consolidated Plan, the City must first analyze the needs within City of Porterville and then propose strategies to meet those needs.

Conclusions and Recommendations

The City of Porterville is committed to eliminating racial and ethnic segregation, illegal physical and other barriers to persons with disabilities, and other discriminatory practices in housing.

The City works to:

- Analyze and eliminate housing discrimination
- Promote fair housing choice for all persons
- Provide opportunities for inclusive patterns of housing occupancy regardless of race, color, religion, sex, familial status, disability, and national origin
- Promote housing that is structurally accessible to, and usable by, all persons, particularly persons with disabilities
- Foster compliance with the nondiscrimination provisions of the Fair Housing Act.
 - Impediments to fair housing choice are:
 - Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin that **restrict housing choices** or the **availability of housing choices; and**
 - Any actions, omissions, or decisions that have this effect.

Policies, practices, or procedures that appear neutral on their face but operate to deny or adversely affect the provision of housing to persons of a particular race, color, religion, sex, disability, familial status, or national origin may constitute such impediments.

Impediments include actions or omissions in the jurisdiction's public or private housing sector that:

- Constitute violations, or potential violations, of the Fair Housing Act
- Community resistance when minorities, persons with disabilities, and/ or low-income persons first move into white and/or moderate- to high-income areas
- Community resistance to the siting of housing facilities for people with disabilities in residential neighborhoods
- Have the effect of restricting housing opportunities on the basis of race, color, religion, sex, disability, familial status, or national origin.

Impediments to Fair Housing Choice and Action Steps

As a recipient of HUD CDBG Entitlement funds, the City of Porterville is committed to Affirmatively Further Fair Choices for all residents. Although many issues that affect fair housing choice have been identified, the City is limited in resources and ability to impact all areas. The City of Porterville recognizes the following impediments which may have a direct and substantial impact on fair housing choice and are within the City's ability to impact.

While not listed as an impediment, the City is encouraged to integrate best practices for fair housing and visibility into its Comprehensive Plan update. Evaluating the updated Comprehensive Plan through the lens of fair housing will have a lasting impact as the City continues to evolve and meet the needs of residents.

Signature for City of Porterville

By my signature, I certify that the Analysis of Impediments to Fair Housing Choice for City of Porterville is in compliance with the intent and directives of the regulations of the Community Development Block Grant Program regulations.

Mayor

Date

APPENDIX B - Housing and Related Laws

File a Complaint

HUD, FAIR HOUSING AND EQUAL OPPORTUNITY

Region IX

Arizona, American Samoa, California, Guam, Hawaii, and Nevada

San Francisco Regional Office of FHEO

U.S. Department of Housing and Urban Development

One Sansome Street Suite 1200

San Francisco, CA 94104

(415) 489-6524

(800) 347-3739

Civil Rights Complaints: ComplaintsOffice9@hud.gov <https://www.hud.gov/fairhousing>

FHEO Intake Specialist 1-800-669-9777 or 1-800-877-8339

Information About Filing a Complaint

If you believe your rights may have been violated, you are encouraged to submit a complaint. Because there are time limits on when a complaint can be filed with HUD after an alleged violation, you should submit a complaint as soon as possible.

When submitting a complaint, please provide as much information as possible, including:

- Your name and address;
- The name and address of the person(s) or organization your complaint is against;
- The address or other identification of the housing or program involved;
- A short description of the event(s) that cause you to believe your rights were violated; and
- The date(s) of the alleged violation.

Privacy Statement: The information submitted to HUD may be used to investigate and process claims of housing and other types of discrimination. It may be disclosed for lawful investigatory purposes, including to the U.S. Department of Justice for its use in the filing of pattern and practice suits of housing discrimination or the prosecution of the person(s) who committed the discrimination where violence is involved; the public, where appropriate; and to State or local fair housing agencies that administer substantially equivalent fair housing laws for complain processing. Though disclosure of the information is voluntary, failure to provide some or all of the requested information may result in the delay or denial of help with your housing discrimination complaint.

Retaliation Is Illegal

It is illegal to retaliate against any person for making a complaint, testifying, assisting, or participating in any manner in a proceeding under HUD's complaint process at any time, even after the investigation has been completed. The Fair Housing Act also makes it

illegal to retaliate against any person because that person reported a discriminatory practice to a housing provider or other authority. If you believe you have experienced retaliation, you can file a complaint.

Assistance for Persons with Disabilities

HUD provides a toll-free teletypewriter (TTY) line: 1-800-877-8339. You can also ask for disability-related assistance when you contact FHEO, including reasonable accommodations and auxiliary aids and services.

Assistance for Persons with Limited English Proficiency

You can file a complaint in any language. For persons with limited English proficiency, HUD provides interpreters. HUD also provides a Spanish language version of the online housing complaint form. You can find descriptions of your fair housing rights in several languages other than English at <https://www.hud.gov/fairhousing>.

California Civil Rights Department

1277 E. Alluvial Avenue, Suite 101

Fresno, CA 93720

Monday to Friday: 8am to 5pm

Phone: (800) 884-1684

contact.center@calcivilrights.ca.gov

The California Civil Rights Department (CRD) is the institutional centerpiece of California's broad policy against discrimination, harassment, and hate violence. Born out of a decades-long struggle to prohibit discrimination in employment, housing, and business establishments, CRD has been at the forefront of protecting civil rights in California since its inception. CRD operates both virtually and through offices across California in Bakersfield, Elk Grove, Fresno, Los Angeles, Oakland, and Riverside. CRD enforces state fair housing laws that prohibit discrimination or harassment based on protected characteristics including gender, race, national origin, sexual orientation, gender identity, or religion among others. These laws also require reasonable accommodations for disabilities and prohibit retaliation against individuals exercising their rights. The laws apply to various entities involved in housing and housing-related services, such as landlords, tenant screening companies, property management companies, real estate agents, home sellers, builders, mortgage lenders, housing authorities, and others. They cover all aspects of housing including renting, leasing, sales, new construction, mortgage lending, insurance, municipal services, shelters, advertising, and restrictive covenants. In addition, it is illegal for cities, counties, or local government agencies to make zoning, land-use decisions, or policies that discriminate based on a protected characteristic. When someone files a discrimination complaint, the CRD evaluates the facts and decides whether to accept the case for investigation. If the case is accepted, the CRD independently investigates the facts and legal issues. This includes reviewing responses from those accused of discrimination, as well as any other information and evidence submitted by both parties. The CRD aims to resolve the dispute in appropriate cases and may also decide to take legal action.

CRD's mission is to protect the people of California from unlawful discrimination in employment, housing, public accommodations, and state-funded and state-administered programs and activities, and from hate violence and human trafficking. To accomplish this mission, CRD receives, investigates, conciliates, mediates, and prosecutes complaints of alleged violations of the Fair Employment and Housing Act (FEHA), Equal Pay Act, Unruh Civil Rights Act, Disabled Persons Act, Ralph Civil Rights Act, Trafficking Victims

Protection Act, and statutes prohibiting discrimination in state-funded and state-administered programs and activities, among other civil rights laws.

More specifically, the state's various civil rights laws empower CRD to:

- Investigate and initiate complaints of individual and group discrimination.
- Facilitate resolution of disputes involving civil rights by providing conciliation and mediation services.
- Enforce the law by prosecuting civil rights violations in civil court.
- Promulgate regulations and issue guidance.
- Collect data on the pay, hours worked, and demographics of California employees working for private employers with 100 or more employees.
- Work with community and government entities to constructively resolve conflict associated with allegations of discrimination and minimize the potential for violence.
- Engage in public outreach and provide training and technical assistance regarding California's civil rights protections.

Central California Legal Aid Services, Inc.

Fresno Office

2115 Kern Street, Suite 200,

Fresno, CA 93721

Phone: 1 (800) 884-1684

Tulare, Kings, Merced, Tuolumne, Mariposa, senior citizens in Madera County

Central California Legal Aid is a private, not-for-profit, public interest law firm established for the purpose of providing free civil legal assistance to low-income individuals, families, organizations, and communities. CCLA maintains three satellite offices located in Fresno, Merced, and Visalia, toll-free legal advice lines, and a website with legal forms and educational content. CCLA is in partnership with the statewide Health Consumer Alliance (HCA), CCLS also addresses specific health care access concerns for residents in the counties of San Luis Obispo, Stanislaus, Madera, Monterey and San Benito. Their mission is to provide quality civil legal services to low-income and vulnerable Californians.

Every year California Legal Aid Services helps thousands of Californians with critical legal problems such as escaping domestic violence and sexual assault, protecting abused and neglected children, preserving housing, helping vulnerable seniors and stopping discrimination. Our Indian Law Unit provides legal help focused on California's Indian Reservations. The Migrant Farmworker Law Unit provides services tailored to the needs of California's migrant population.

California Legal Aid provides assistance with the housing laws and issues such as:

- Evictions
- Fair Housing Act
- Homeowner rights
- House foreclosure
- Mobile home tenants
- Property taxes
- Rights of tenants
- Safe housing
- Utility bills
- COVID protections
- Section 8
- Discrimination

California Legal Aid Services is limited in what types of cases that can be accepted based on program priorities, available staff and funding in each local office.

Housing Legal Advice Line. If you are a tenant and need help with a legal problem related to your housing (such as evictions, repairs, security deposits, or housing discrimination) or you are a homeowner that needs help with foreclosure prevention, you have a question you think a lawyer should answer, or you have been sued and don't know where to turn, call our Housing Advice Line.

Legal Advice Line (800) 675-8001

Statutes

Fair Housing Act

42 U.S.C. §§ 3601-19

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, because of race, color, religion, sex, familial status, national origin, and disability. It also requires that all federal programs relating to housing and urban development be administered in a manner that affirmatively furthers fair housing.

Title VI of the Civil Rights Act of 1964

42 U.S.C. § 2000d-1

Title VI prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973

29 U.S.C. § 794

Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

Section 508 of the Rehabilitation Act of 1973

29 U.S.C. § 794d

Section 508 requires federal agencies to ensure that the electronic and information technology they develop, procure, or use allows individuals with disabilities to have ready access to and use of the information and data that is comparable to that of individuals without disabilities.

Title II of the Americans with Disabilities Act of 1990

42 U.S.C. §§ 12131 – 12165

Title II of the ADA prohibits discrimination based on disability in programs and activities provided or made available by public entities. HUD enforces Title II with respect to housing- related programs and activities of public entities, including public housing, housing assistance and housing referrals.

Title III of the Americans with Disabilities Act of 1990

42 U.S.C. § 12181 – 12189

Title III of the ADA prohibits discrimination based on disability in the goods, services, facilities, privileges, advantages, and accommodations of places of public accommodations owned, leased, or operated by private entities. The Department of Justice enforces Title III of the ADA, but certain HUD recipients and private entities operating housing and community development programs are covered by Title III of the ADA.

Architectural Barriers Act of 1968

42 U.S.C. § 4151 et seq.

The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by persons with disabilities.

Section 109 of Title I of the Housing and Community Development Act of 1974

42 U.S.C. § 5309

Section 109 prohibits discrimination on the basis of race, color, national origin, sex, and religion in any program or activity funded in whole or in part under Title I of the Community Development Act of 1974, which includes Community Development Block Grants.

Title IX of the Education Amendments Act of 1972

20 U.S.C. §§ 1681-83, 1685-88

Title IX prohibits discrimination on the basis of sex in any education programs and activities that receive federal financial assistance. HUD enforces Title IX when it relates to housing affiliated with an educational institution.

Violence Against Women Act

42 U.S.C. § 14043e-11

VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault, and stalking in many of HUD's housing programs. VAWA also requires the establishment of emergency transfer plans for facilitating the emergency relocation of certain tenants who are victims of domestic violence, dating violence, sexual assault, or stalking.

Age Discrimination Act

42 U.S.C. §§ 6101 – 6107

The Age Discrimination Act of 1975 prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

Executive Orders

Executive Order 11063

Equal Opportunity in Housing

Executive Order 11063, issued on November 20, 1962, prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

Executive Order 12892

Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing

Executive Order 12892, issued on January 17, 1994, requires federal agencies to affirmatively further fair housing in their programs and activities, and provides that the Secretary of HUD will be responsible for coordinating the effort.

Executive Order 12898

Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations

Executive Order 12898, issued on February 11, 1994, requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude or otherwise subject persons to discrimination based on race, color, or national origin.

Executive Order 13166

Improving Access to Services for Persons With Limited English Proficiency

Executive Order 13166, issued on August 11, 2000, requires each federal agency to take steps to ensure that eligible persons with limited English proficiency are provided meaningful access to all federally-assisted and federally-conducted programs and activities.

Executive Order 13217

Community Based Alternatives for Individuals With Disabilities

Executive Order 13217, issued on June 18, 2001, requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.

Regulations

Accessibility Standards for Design, Construction, and Alteration of Publicly Owned Residential Structures

24 C.F.R. part 40

Affirmative Fair Housing Marketing

24 C.F.R. part 108

24 C.F.R. part 110

24 C.F.R. part 200, subpart M 24 C.F.R. § 203.12(b)(3)

Affirmatively Furthering Fair Housing

24 C.F.R. §§ 5.150 – 5.168

Certification and Funding of State and Local Fair Housing Enforcement Agencies 24 C.F.R. part 115

Collection of Data

24 C.F.R. part 121

Discriminatory Conduct Under the Fair Housing Act

24 C.F.R. part 100

Equal Access Rule

24 C.F.R. § 5.105

24 C.F.R. § 5.106

Fair Housing Act Complaint Processing

24 C.F.R. part 103

Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063 24 C.F.R. part 107

Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development

24 C.F.R. part 8

Nondiscrimination in Federally-Assisted Programs of the Department of Housing and Urban Development – Effectuation of Title VI of the Civil Rights Act of 1964

24 C.F.R. part 1

Nondiscrimination in Programs and Activities Receiving Assistance under Title I of the Housing and Community Development Act of 1974

24 C.F.R. part 6

Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance

24 C.F.R. part 146

Nondiscrimination on the Basis of Disability in State and Local Government Services

28 C.F.R. part 35

Fair Housing Poster

24 C.F.R. part 110

Fair Housing Initiatives Program

24 C.F.R. part Information and Communication Technology Standards and Guidelines 36 C.F.R. part 1194

Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance

24 C.F.R. part 3

Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

24 C.F.R. §§ 5.2001 – 5.2011

CITY OF PORTERVILLE CITIZENS' ADVISORY AND HOUSING OPPORTUNITY COMMITTEE CITIZEN PARTICIPATION PLAN

Citizen Participation Plan

Revised December 2024

Introduction

The City of Porterville (City) is a federal entitlement jurisdiction that receives federal grant funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) program.

As an entitlement jurisdiction, the City is required to prepare:

- A Five-Year Consolidated Plan (Consolidated Plan) that includes a Citizen Participation Plan (CPP)
- An annual Action Plan (Action Plan)
- An annual Consolidated Annual Performance Evaluation Report (CAPER)

Under HUD's Code of Final Regulations for the Consolidated Plan (24 CFR Part 91 Sec. 91.105), the City must adopt a Citizen Participation Plan that sets forth the City's policies and procedures for citizen participation in the planning, execution, and evaluation of the Consolidated Plan, Action Plans, and CAPER. This CPP provides guidelines for the City to provide and encourage public participation by residents, community stakeholders, and grant beneficiaries in the process of drafting, implementing, and evaluating the Consolidated Plan and related documents. The citizen participation process includes outreach, public hearings, community forums, and opportunities for comment.

Definitions

- **Action Plan (Action Plan):** The Action Plan summarizes the activities that will be undertaken in the upcoming Fiscal Year (FY) to meet the goals outlined in the Consolidated Plan. The Action Plan also identifies the federal and non-federal resources that will be used to meet the goals of the approved Consolidated Plan.
- **Citizen Participation Plan (CPP):** The CPP provides guidelines by which the City will promote engagement in the planning, implementation, and evaluation of the distribution of federal funds as outlined in the Consolidated Plan, Action Plan, and CAPERs.
- **Community Development Block Grant (CDBG):** HUD's CDBG program provides communities with resources to address a wide range of housing and community development needs that benefit very low and low income persons and areas.
- **Consolidated Annual Performance Evaluation Report (CAPER):** The CAPER assesses the City's annual achievements relative to the goals in the Consolidated

Plan and proposed activities in the Action Plan. HUD requires the City to prepare a CAPER at the end of each fiscal year.

- **Department of Housing and Urban Development (HUD):** HUD is the federal government agency that creates and manages programs pertaining to federal home ownership, affordable housing, fair housing, homelessness, and community and housing development.
- **Displacement:** Displacement refers to the involuntary relocation of individuals from their residences due to housing development and rehabilitation activities paid for by federal funds.
- **Eligible Activity:** Activities that are allowable uses of the CDBG funds covered by the CPP as defined in the Code of Federal Regulations Title 24 for HUD.
- **Entitlement Jurisdiction:** A city with a population of at least 50,000, a central city of a metropolitan area, or a qualified urban county with a population of at least 200,000 that receives grant funding from HUD.
- **Five-Year Consolidated Plan (Consolidated Plan):** HUD requires entitlement jurisdictions to prepare a Consolidated Plan every five years. The Consolidated Plan is a strategic plan that identifies housing, economic, and community development needs and prioritizes funding to address those needs over a five-year period.
- **Low and Moderate Income (LMI):** As defined annually by HUD, Low and Moderate Income (LMI) is 0-80 percent of area median family income (AMI) for a jurisdiction, with adjustments for smaller or larger families. This includes those individuals presumed by HUD to be principally LMI (abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers). HUD utilizes three income levels to define LMI households:
 - Extremely low income: Households earning 30 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
 - Very low income: Households earning 50 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
 - Low and moderate income: Households earning 80 percent or less than the AMI
(subject to adjustments for areas with unusually high or low incomes or housing costs)

- **Public Hearing:** Public hearings are designed to provide the public the opportunity to make public testimony and comment. Public hearings related to the Consolidated Plan are to be advertised in local newspapers and made accessible to non-English speakers and individuals with disabilities.
- **Substantial Amendments:** Amendments are considered “Substantial” whenever one of the following is proposed:
 - A change in the allocation priorities or a change in the method of fund distribution
 - A substantial change which increases or decreases the amount allocated to a category of funding within the City’s entitlement grant programs by 25 percent
 - To implement an activity using CDBG funds for new programs that were not described in the Consolidated Plan
 - To change the purpose or intended beneficiaries of an activity approved for CDBG funding, e.g., instead of primarily benefitting lower income households the activity instead proposes to benefit mostly moderate income households

Roles, Responsibilities, and Contact Information

The City is a federal entitlement jurisdiction and is a recipient of grant funding from the federal government.

The City’s Charter established a council and manager form of government. Porterville’s City Council is the elected legislative body of the City and is responsible for approving its Consolidated Plan, Action Plans, Substantial Amendments, and CAPERs prior to their submission to HUD.

It is the intent of the City to provide for and encourage citizen participation, with particular emphasis on participation by lower income persons who are beneficiaries of, or impacted by, entitlement- funded activities. The City encourages participation in all stages of the Consolidated Planning process by all residents, including minorities and non-English speaking persons, as well as persons with mobility, visual or hearing impairments, residents of assisted housing developments, and recipients of tenant-based assistance.

In general, hearings will be held at City Hall due to its central location, convenient access, and disability accessibility. Translation services will be provided when there is an

indication that non-English speaking persons will be attending. Other reasonable accommodations will be provided on a case-by-case basis.

The General Contact Information for the City's HUD Entitlement Programs is:

Claudia Calderon
Community Development Director
ccalderon@ci.porterville.ca.us
291 N. Main Street
Porterville, CA 93257

Citizen Participation Policies

Public Hearings

The City will hold public hearings for Consolidated Plans, Annual Action Plans, CAPERs, amendments made to the CPP, and Substantial Amendments.

The Consolidated Plans, Annual Action Plans, CPP amendments, and Substantial Amendments require two public hearings. One required hearing is a City-staffed community meeting and one required hearing is before City Council for document adoption. The CAPER requires one hearing before City Council for document adoption.

Community hearings will be held in a community space with consideration for the convenience to beneficiaries of the entitlement program resources.

The City Council public hearings will be held at City Hall Council Chambers located at 291 N. Main Street, Porterville, CA 93257. Listening devices, interpretation services, and other assistance to disabled persons or those with limited English proficiency will be provided upon request, ranging up to five business days prior notification to the City Clerk. Requests for disability-related modifications or accommodations required to facilitate meeting participation, including requests for auxiliary aids, services or interpreters, require different lead times, ranging up to five business days. For this reason, it is important to provide as much advance notice as possible to ensure availability. Assistive Listening Devices (ALDs) are available upon request.

Waivers and Flexibility in Response to Pandemic (if applicable)

Legislation aimed at providing relief for individuals and businesses that have been negatively impacted by a pandemic outbreak or public health crisis, such as the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136), can provide CDBG Entitlement Jurisdictions with flexibilities that make it easier to use CDBG grants by authorizing HUD to grant waivers and alternative public hearing requirements with virtual public hearings if: 1) national/local health authorities recommend

social distancing and limiting public gatherings for public health reasons; and 2) virtual hearings provide reasonable notification and access for citizens in accordance with the City's certifications, timely responses from local officials to all citizen questions and issues, and public access to all questions and responses. For any CDBG funds that are used in order to prevent, prepare for, and respond to a pandemic or public health crisis, expedited procedures could be implemented which include notice and reasonable opportunity to comment of no less than five (5) days. The five (5) day period can run concurrently for comments on the action plan amendment and, amended citizen participation plans.

Additionally, CDBG funds that are used in order to prevent, prepare for and respond to a pandemic like the Coronavirus, covered by laws such as CARES Act referenced above, the draft and final documents may only be available online at the City's website. At the discretion of the City Manager, City Staff will recommend program activities, funding and program modifications for submittal to the City Council without consultation of the Citizens' Advisory and Housing Opportunity Committee. In this case, the City Manager would have deemed the expeditious completion of these tasks as essential to public safety, health or economy, to prevent, prepare for or respond to the Coronavirus.

Waivers may be granted to CPD Grantees, such as the City of Porterville, with regards to its regulatory Citizen Participation Plan (CPP) requirements specifically required under Citation 24 CFR 91.105(c)(2) and (k) and could consist of: 1) an immediate reduction in the required 30-day comment period to no less than five (5) days, with the requirement to provide reasonable notice and opportunity for citizens to comment on substantial amendments concerning the proposed uses of CDBG funds; and 2) a waiver regarding "reasonable notice and opportunity to comment" requirements of the CPP, to allow a grantee to determine what constitutes reasonable notice and opportunity to comment.

Should waivers and flexibilities be granted by legislation as described above, the City of Porterville intends to implement said waivers and flexibilities as it pertains to this CPP.

Accordingly, the City of Porterville plans to vary from its Adopted CPP and will instead follow the below reasonable notice and public comment procedures:

- Public notices will be published in the "Public Notices" sections of the *Porterville Recorder* and in Spanish in the *Noticiero Semanal* publications approximately 5 days before a scheduled meeting to decide on any required actions related to the City's HUD Plans.
- The Public notices will note the specific comment period and the meeting date on which the item(s) will be reviewed and action taken.
- Proposed amendments to Plans will be made available for viewing from our website: <http://www.ci.porterville.ca.us/>

- Members of the public may submit comments during the five-day comment period specified in the section above via: 1) by email to housing@ci.porterville.ca.us or, 2) by calling (559) 782-7460.
- Comments received may be read or received at the scheduled City Council meeting.
- The virtual meetings, if held during a scheduled City Council meeting, will be streamed via **the City's YouTube channel** <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA> and available for participation via a Zoom link to be provided on the posted agenda. Otherwise, the links to access the virtual public hearings outside a regularly scheduled City Council meeting will be available on the City's website.

Notice of Hearings and Review Periods

To allow the public time to provide comments prior to the submission of approved documents to HUD, the City will hold a minimum 30-day public review and comment period for the Consolidated Plan, Action Plan, and Substantial Amendment. The City will establish a public review period of at least 15 days for each CAPER and amendments to the CPP. Copies of the draft plans will be available to the public at the Community Development Department, 291 N. Main Street, Porterville, CA 93257.

The City will place public notices at City Hall (291 N. Main Street) and online through the City's website (www.ci.porterville.ca.us), and through advertisement in a local newspaper of general circulation in advance of a public review and comment period.

To ensure that the public, including minorities, persons with limited English proficiency, persons with disabilities, residents of public housing, and LMI residents are able to participate in the public review process, the City will provide residents, public agencies, and other stakeholders with notices on applicable public review periods and public hearings that adhere to the following:

- The notices will be published prior to the start of the public comment period and at least fifteen (15) days before the final public hearing and will include information regarding how to request accommodation and services available for persons with disabilities who wish to attend the public hearings.
- The notices will be distributed to persons and agencies on the contact list maintained by the City for those parties expressing interest in receiving information and updates related to the City's Consolidated Plan, Action Plan, CAPER, Substantial Amendments and CPP. Interested parties may request to be added to this contact list by sending an email to housing@ci.porterville.ca.us, by calling (559) 782-7460 or by writing to the Community Development Department, 291 N. Main Street, Porterville, CA 93257.

- The notices will be distributed through a variety of methods, including e-mail, newspaper publications and the City's website at www.ci.porterville.ca.us. The notices will include information on how to obtain a copy of the draft documents and scheduled hearing dates, times, and locations.
- As directed by HUD through written guidelines, and deemed necessary due to the risk of the safety, health or economy of the city, expedited procedures will be implemented which include notice and reasonable opportunity to comment of no less than five (5) days. The five (5) day period can run concurrently for comments on the action plan amendment and, amended citizen participation plans.

The public may file comments on draft plans in writing to the Community Development Department, 291 N. Main Street, Porterville, CA 93257; via email to Claudia Calderon at ccalderon@ci.porterville.ca.us; or by phone at (559) 782-7460. Comments may also be submitted in person at the Community Development Department, 291 N. Main Street, Porterville, CA 93257, Monday through Friday during business hours, and during the Council adoption hearing.

When necessary or applicable, the City may combine notices complying with several individual requirements into one comprehensive notice for dissemination and publication.

Comments/Complaints on Adopted Plans

Comments or complaints from residents, public agencies, and other stakeholders regarding the adopted Consolidated Plan or related amendments and performance reports may be submitted in writing or verbally to the General Contact at the Community Development Department, 291 N. Main Street, Porterville, CA 93257. Written comments or complaints will be referred to appropriate City staff for consideration and response. The City will attempt to respond to all comments or complaints within fifteen (15) business days and maintain a correspondence file for this purpose.

Availability of Draft and Approved Documents

The draft and final versions of the Consolidated Plan, Action Plan, CAPER, all related amendments, records, and regulations will be available online at the City's website: www.ci.porterville.ca.us. Hard copies of all documents will be available at the Community Development Department, 291 N. Main Street, Porterville, CA 93257 and upon written request. If the City is unable to provide immediate access to the documents requested, it will make every effort to provide the documents and reports within 15 business days from the receipt of the request.

During the public review and comment period, copies of the document will be available to the public for review at City Hall (291 N. Main Street) and through the City's website at www.ci.porterville.ca.us.

In the event of a public health crisis, the aforementioned documents will only be available online at the City's website.

Displacement Policy

As part of the CPP, the City must maintain a displacement policy. Displacement refers to the involuntary relocation of individuals from their residence due to housing development and rehabilitation paid for with federal funds. The City will continue to use existing federal and state relocation guidelines, as applicable, to minimize displacement and to alleviate the problems caused by displacement. Both the federal government and the State of California have specific requirements dictating the amount of benefits and assistance that must be provided to lower income persons and households relocated from their homes as a result of displacement. Depending on the funding source, displaced persons may be offered one or more of the following:

- A rent subsidy for another unit
- A cash payment to be used for rent or a down payment on the purchase of a dwelling unit
- Moving and related expenses

The City's rehabilitation programs may also incur relocation issues when they provide minor additions to existing dwellings in order to address overcrowding. Any temporary relocation costs are included in the rehabilitation loan package offered to clients.

Technical Assistance

The City will, to the extent feasible, respond to requests for technical assistance from entities representing LMI groups who are seeking federal entitlement funding in accordance with grant procedures. This may include, but is not limited to, providing information regarding how to fill out applications, other potential funding sources, and referrals to appropriate agencies within and outside the City. "Technical assistance," as used here, does not include the provision of funds to the entities requesting such assistance. Assistance will also be provided by Community Development Department staff to interested individuals and resident groups who need further explanation on the background and intent of the Housing and Community Development Act, interpretation of specific HUD regulations, and project eligibility criteria for federal grants.

This plan describes how the City of Porterville will involve citizens in the planning, implementation, and assessment of the Community Development Block Grant (CDBG) and Home Investment Partnership Act (HOME) Programs. The funds must be used for

projects which benefit low- and moderate-income persons and/or aid in the elimination or prevention of slum and blight. These programs are intended to assist cities in undertaking neighborhood improvement, economic development, and homeowner assistance programs. Program regulations give ultimate responsibility for the design and implementation of the program to local elected officials, and also require that citizens be given an opportunity to serve in a key advisory role to these elected officials.

ADVISORY COMMITTEE

To ensure that Porterville residents are given a full opportunity to participate in the Program, a Citizens' Advisory Committee was established in 1981 to function in an advisory capacity to the Mayor and Council regarding program design, implementation, and assessment. This Committee consists of seven (7) residents of the City, appointed annually by the City Council. Citizens and civic organizations have been urged to make recommendations on allocation of the City's multi-purpose Community Development Block Grant since 1981/82. The Committee has provided direction in establishing the Housing Rehabilitation Loan Program (HRLP), and other worthwhile projects under CDBG Entitlement Cities and Home Programs which have benefitted low- and moderate-income households within the city of Porterville. In addition to the HRLP, the Committee has recommended the establishment of several revolving loan funds since 1982, including the Sewer and Water Connection Fund, the Public Utilities Revolving Loan Fund (merged in 2012 with HRLP), the First Time Low-Income Homebuyer Program and the Business Assistance Program. The Committee has also recommended the allocation of funds toward remodeling the Santa Fe Plaza Senior Citizens Center, and inventory of Industrial Land Resources, the Low-Income Residential Smoke Detector Installation Program, and the Porterville Enterprise Zone Area Infrastructure Improvement Program, the rehabilitation of the Porterville and Glenwood Hotels, the opening of the Porterville Youth Center, and four targeted Curb, Gutter Sidewalk, and Street Light, Neighborhood Improvement Projects, Lime Street Park Improvement Project, and Santa Fe Facility Improvement Project. In addition, the Committee has supported the establishment of economic development programs and public improvement activities such as the completion of the Heritage Center with Section 108 Loan Guarantee funds. Several years ago, the Committee recommended the establishment of the Homebuyer Education Program and the Murry Park Improvement Project. An expansion to the Park Improvement Program was approved in 2010 to include the Lime Street Neighborhood Park and in 2013, the Extension of Murry Park was included and is currently underway. In 2021, the Committee recommended the allocation of funds toward a Fair Housing education program and the development of a multi-sport fields.

The City has taken steps to secure the services of concerned individuals to form the Advisory Committee for the purposes of program model design, implementation, assessment, and development of the Community Development Block Grant Program under the Entitlement Cities criteria. The City places particular emphasis on obtaining representation of low- and moderate-income persons residing in slum and blight areas, members of minority groups, the elderly and persons with disabilities, and residents of areas where use of funds are proposed. In continuing its efforts to serve the needs of the

public, the City Council has expanded the role of the Committee to incorporate efforts to expand housing opportunities, thereby changing the name to the Citizens' Advisory and Housing Opportunity Committee.

At the discretion of the City Manager, City Staff will recommend program activities, funding and program modifications for submittal to the council without consultation of the Advisory Committee. In this case, the City Manager would have deemed the expeditious completion of these tasks as essential to public safety, health or economy.

SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the Community Development Block Grant Program, including the development of the consolidated plan, inclusive of the annual action plan, substantial amendments to the plan, program implementation, assessment of performance, and design of the citizen participation plan. Mechanisms for the citizen involvement include: The Citizens' Advisory and Housing Opportunity Committee, public hearings and ad hoc community meetings, individual citizen efforts in the form of comments, complaints, or inquiries submitted directly to Greg Meister, Porterville Mayor and/or Community Development Department, located in City Hall, 291 N. Main Street, or by telephone, (559) 782-7460.

Public Hearings

At least two (2) public hearings, open to the entire community, will be held annually. The hearings will provide an opportunity for citizens to identify community development needs, propose projects, and assist in the development of an overall strategy for Porterville. The hearings will also be used to solicit comments on the citizen participation plan more sensitive to local needs and realign the plan with changes in Federal regulations, and to review the HUD annual community assessment, if available. The hearings are typically held in February or March and April or May of each program year.

Consolidated Plan

Participation in the development of the consolidated plan, inclusive of the annual action plan, will occur as follows: at least one (1) public hearing will be held before the proposed consolidated plan is published for comment. Before the City adopts a consolidated plan, the City will make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the jurisdiction expects to receive and the range of activities that may be undertaken, including the amount that will benefit persons of very low and low income.

The City will ensure that plans will be available to minimize the displacement of persons and to assist any persons displaced according to Federal regulation standards.

A summary of the proposed use of CDBG funds and, will be made available in Spanish, the predominate non-English language spoken in Porterville, at all public hearings.

Advisory Committee proposals and comments, with regard to development of the consolidated plan, will be obtained at Committee meetings or hearings scheduled either at the request of Committee members or program officials. The public is invited to attend these meetings.

The public will be notified of the period, not less than thirty (30) days (or five (5) days as applicable), in which to receive comments from citizens on the consolidated plan. Any comments or views of citizens received in writing or orally at the public meetings will be considered. A summary of these comments or views, and a summary of any comments or views not accepted, and the reasons therefore, will be attached to the final consolidated plan.

Amendments

In the case of proposed substantial amendments to the consolidated plan, the City shall provide reasonable notice and an opportunity to comment on substantial amendments. The public will be notified of the period, not less than thirty (30) days (or five (5) days as applicable), in which to receive comments on the substantial amendments before the amendment is implemented. The meetings regarding the proposed amendments are not required to be public hearings, but will be open to the public to attend. The City will consider any comments or views of citizens received in writing, or orally, at public hearings, if any, in preparing the substantial amendment of the consolidated plan. A summary of these comments or views, and a summary of any comments or views not accepted, and the reasons therefore, will be attached to the substantial amendment of the consolidated plan.

Amendments to the plan will be necessary whenever one of the following decisions is made:

- 1) To make a substantial change in the allocation priorities or a substantial change in the method of distribution of funds;
- 2) To carry out an activity using funds from any program covered by the consolidated plan (including program income) not previously described in the consolidated plan;
or
- 3) To substantially change the purpose, scope, location, or beneficiaries of an activity.

Performance Report

Reasonable notice and an opportunity to comment on performance reports will be given to the public. The public will be notified of the period, not less than fifteen (15) days, in which to receive comments from citizens on the performance report that is to be submitted to HUD before its submission. Any comments or views of citizens received in writing or orally at public meetings will be considered, and a summary of the comments and views will be attached to the performance report.

Citizen Participation Plan

The Annual Action Plan includes noticing and public hearings. All meetings and hearings are publicized in accordance with applicable HUD, state and local regulations. Specifically, the Action Plan includes community meetings, public noticing for 30 days (or 5 days as applicable), and a public hearing. The City will provide citizens a reasonable opportunity to comment on amendments or revisions to the citizen participation plan and will make the plan public.

Other Method of Participation

Informal, individual contact with citizens, initiated either by citizens or program officials, will also provide input to the consolidated plan. For example, an individual may contact the Community Development Department at (559) 782-7460 to request consideration of a special project; or program officials may seek the opinion of local business persons as to the need for commercial revitalization.

Program officials will also be available to advise citizens of the procedures for filing objections to the consolidated plan with the U.S. Department of Housing and Urban Development Area Office. Citizen participation in program implementation will occur primarily through consultation with the Citizens' Advisory and Housing Opportunity Committee. Citizens will be asked to review and comment on specific strategies for approved projects. They will also meet to review any substantial program amendments. All such changes will be discussed with the committee and their comments considered prior to the City taking final action. These meetings will be held on an as-needed basis.

Program assessment activities by citizens will occur in a variety of ways. Citizens will have the opportunity to comment on the City's performance for the prior program year during the public hearings for the consolidated and action plan adoption. The public will also be notified of the public comment period for the annual performance report before its submission to HUD.

The Citizens' Advisory and Housing Opportunity Committee shall function as a forum for public participation in the City's efforts to affirmatively further fair housing. Prior to the submission of the consolidated plan, the Committee shall discuss and recommend for Council adoption suggested methods of furthering fair housing. As part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of the program performance throughout the program year.

Public comments or complaints regarding the consolidated plan, substantial amendments to the Plan, the Performance Report, or the Citizen Participation Plan should be submitted in writing to the Community Development Director, City of Porterville, 291 N. Main Street, Porterville CA 93257. If a public hearing is held, comments should be submitted within fifteen (15) working days from the date of the public hearing. A timely, substantive written response will be provided by the City within fifteen (15) working days. If the response is unsatisfactory, correspondence may then be addressed directly to: Greg Meister, Mayor, City of Porterville, 291 N. Main Street, Porterville, CA 93257. Mr. Meister shall respond

within fifteen (15) working days. If the citizen is still dissatisfied, he/she should write to the U.S. Department of Housing and Urban Development Area Office, 1 Sansome Street, Suite 1200, San Francisco, CA 94104, requesting an investigation of the issue. Program staff will also be available during normal business hours to respond to citizen inquiries.

TECHNICAL ASSISTANCE

Citizen organizations, non-profit organizations, and groups of low/moderate income persons or target area residents may propose their own specific program(s). The proposal for a specific program should include the program's design, its budget, and the scope of proposed activities. Also, the proposal should identify the specific individuals anticipated to carry out activities and provide a summary of their experience and training.

Technical assistance which may be provided by City staff is limited to proposals that are considered eligible uses of CDBG funds, and not intended to assist citizen organizations, non-profit organizations, and groups of low/moderate income persons or target area residents applying for funding from other grant sources. The Citizens' Advisory and Housing Opportunity Committee may direct staff to provide technical assistance that may consist of staff or local expert presentations, informational handouts, research of a specific issue, or other short-term efforts.

PUBLIC INFORMATION

The City will also undertake the following public information efforts to promote citizen participation:

- The public noticing pertaining to the community meetings, Council work session and public hearing are published in both English and Spanish. Public notices of all public hearings will be published in the *Porterville Recorder* and *Noticiero Semanal* at least ten (10) days before the scheduled hearing and fifteen (15) days prior to the final public hearing. These notices will indicate the date, time, location, and topics to be considered. Upon notification, arrangements will be made by the City to accommodate persons with disabilities. The public notices also will be made available in the form of press releases and as a public service announcement to local radio stations. Public hearing notices will indicate that summary statements of projected use of CDBG and/or HOME funds will be available in Spanish, the predominant non-English language spoke within the city. Additionally, efforts will be made by providing notices to our local non-profit partners to share and publish for public viewing, and publishing on the City website which includes the Agenda and meeting minutes.
- Notices will also be published in the *Porterville Recorder* to notify the public of the period, not less than thirty (30) days (or 5 days as applicable) for the consolidated plan or substantial amendments to the plan, or fifteen (15) days (or 5 days as applicable) for the performance report, in which to receive comments from citizens before submission of the plan or report to HUD. All notices will include information that complete copies of the proposed plan or report will be available for public

review at City Hall (291 N. Main Street). A reasonable number of free copies of the plan or report will be provided to citizens and groups that request it.

- Orientation information will be provided at the first public hearing conducted by the Citizens' Advisory and Housing Opportunity Committee. City staff will make a presentation which covers: the total amount of funds available and the basis for award; the range of eligible activities and those previously funded in the community; the planning process and the schedule of meetings and hearings, the role of citizens in the program, a summary of other important program requirements, such as: environmental policies, fair housing provisions, and contracting procedures. Some of these topics will be covered in written materials.
- A public file containing program documentation for the preceding five (5) years will be available for review at City Hall during normal business hours. Included will be copies of the Consolidated Plan, Environmental Review Record, the Citizen Participation Plan, and the Consolidated Annual Performance Evaluation Report. Other program documents are also available for citizen review on request at City Hall, consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality. Upon request, materials will be made available in a form accessible to persons with disabilities.

**CITIZENS' ADVISORY AND HOUSING
OPPORTUNITY COMMITTEE PARTICIPATION PLAN
SCHEDULE 2025**

Advisory Committee Meetings	February 11, 2025* Annually, or as deemed necessary by Committee
Public Hearings (2)	February 11, 2025* April 15, 2025*
Publication of Draft Consolidated Plan and 1 st year Action Plan	March 14, 2025*-April 15, 2025
Adoption of Consolidated Plan and Action Plan	April 15, 2025*
Submission of Consolidated Plan and Action Plan	May 2025* (or when determined by HUD)

*Dates are subject to change and will be posted at: www.ci.porterville.ca.us

City Council hearings, unless otherwise specified, will be held in the City Hall Council Chambers at 6:30 p.m. and livestreamed on YouTube at <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>.

Citizens' Advisory Committee meetings and/or hearings, unless specified otherwise, will be held in the Coleman Conference Room in City Hall at 5:30 p.m.



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Consideration of the Adoption of Updated Parks Impact Fees

SOURCE: Engineering and Project Management

COMMENT: At its meeting on November 5, 2024, the City Council adopted the Parks Master Plan, which provides guidance and direction for the future design and development of park facilities to meet the needs of the City's current and future residents over the next ten to fifteen (10-15) years. 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. 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.

The Mitigation Fee Act and Quimby Act, in addition to Assembly Bill 1600 and its amendments, require that before a city may establish or increase a Development Impact Fee, it must:

- 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 that there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed
- 5) Base the impact fee on the square footage of the new buildings being constructed

The Parks Impact Fee was first adopted by resolution on January 5, 1999, under the Mitigation Fee Act and was charged based on the number of residential units. The Parks and Leisure Master Plan Impact Fee Study meets all of the requirements above and, in it, prescribes an update to the existing Parks Impact Fee amounts and proposes to divide the fee into two categories; the Development Impact Fee and the Quimby Act Fee. When implemented together, these two fees would

work to achieve the City's goal of 4.45 acres of parks per 1,000 persons as established in the Parks Master Plan. The proposed fee amounts are based on updated cost estimates for the construction of new parkland and/or parks and recreation facilities. It is important to note that neither of the two fees can be utilized to replace existing parks/facilities or for the operation and maintenance of parks; they may only be utilized to construct new or expand the acreage of existing parkland and/or parks and recreation facilities. The Development Impact Fee would require developers to pay a per-square-foot fee for the City to use to construct new neighborhood parks. The Quimby Act Fee would require developers of new subdivisions to set aside acreage within the subdivision and to improve said acreage as a new park (Government Code Section 660029c)(7)).

The Parks and Leisure Master Plan Impact Fee Study proposes the maximum allowable Quimby Act Assessment and Development Impact Fees to provide for new parkland to be as follows:

- Single-Family developments to incorporate and develop 0.0032 acres of miniparks per dwelling unit within the new subdivision and require a Development Impact Fee of \$3.563 per square foot for the City to use to construct new neighborhood parks.
- Multi-Family developments to incorporate and develop 0.0022 acres of miniparks per dwelling unit within the new development and require a Development Impact Fee of \$4.720 per square foot for the City to use to construct new neighborhood parks.

The City's current Parks Impact Fee and the updated proposed fees detailed above only take into account residential development. The Parks and Leisure Master Plan Impact Fee Study did evaluate the impact fees in relation to non-residential development and found that it could be reasonable that non-residential uses have staff that utilize Parks, thus impacting them. Requiring non-residential developments to pay a Development Impact Fee will not necessarily generate more money in fees, but it will reduce the impact fee for residential developments (non-residential developments would not be required to dedicate and develop parkland within their development). City Council can choose to adopt the impact fees with or without the inclusion of non-residential development. Including non-residential developments in the Development Impact Fees would update the fees as follows:

- Single-Family developments to incorporate and develop 0.0032 acres of miniparks per dwelling unit within the new subdivision and require a Development Impact Fee of \$3.175 per square foot for the City to use to construct new neighborhood parks.
- Multi-Family developments to incorporate and develop 0.0022 acres of miniparks per dwelling unit within the new development and require a Development Impact Fee of \$4.206 per square foot for the City to use to construct new neighborhood parks.

- Commercial uses would require a Development Impact Fee of \$0.200 per square foot for the City to use to construct new neighborhood parks.
- Professional Office uses would require a Development Impact Fee of \$0.355 per square foot for the City to use to construct new neighborhood parks.
- Industrial uses would require a Development Impact Fee of \$0.100 per square foot for the City to use to construct new neighborhood parks.

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 November 4, 2024. The notices also included a link and QR Code for them to provide comments on the Parks and Leisure Master Plan Impact Fee Study and updated fees.

If approved, the updated fees will take effect on February 20, 2025, and the Development Impact Fee would be reviewed for adjustments annually based on the published Engineering News-Record (ENR) 20-City Construction Cost Index. The City Council has the authority to adopt up to the maximum fee amounts stated above per the Parks and Leisure Master Plan Impact Fee Study or they may reduce the amounts as they see fit.

RECOMMENDATION: That the City Council:

1. Conduct the Public Hearing and consider all public testimony; and
2. Adopt and Implement the Parks Development Impact Fee and Quimby Act Fee for residential development; or
3. Adopt and Implement the Parks Development Impact Fee and Quimby Act fee for both residential and non-residential development.

ATTACHMENTS:

1. Parks and Leisure Master Plan Impact Fee Study
2. Current Park Impact Fees
3. Draft Resolution - Residential only
4. Draft Resolution - Residential & Non-Residential
5. Reso 02-1999

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim 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

Table of Contents

<i>SECTION 1 - Executive Summary.....</i>	<i>1</i>
<i>SECTION 2 - Inventory and Needs Assessment.....</i>	<i>4</i>
<i>SECTION 3 - Quimby Act.....</i>	<i>7</i>
<i>SECTION 4 - Development Impact Fee.....</i>	<i>9</i>
<i>SECTION 5 - Residential Feasibility Analysis.....</i>	<i>12</i>

List of Tables

Table 2-1 Park Inventory.....	4
Table 2-2 Park Classification by Fee Type.....	5
Table 2-3 Proposed Park Cost Estimates.....	5
Table 2-4 New Park Acreage Distribution.....	6
Table 3-1 Quimby Act Population Growth.....	7
Table 3-2 Persons per Household.....	7
Table 3-3 Park Acreage per Housing Unit (Single-family).....	8
Table 3-4 Park Acreage per Housing Unit (Multi-family).....	8
Table 4-1 Park Acreage and Population Growth Matrix.....	9
Table 4-2 Estimated Growth in Population and Dwellings by Housing Type.....	9
Table 4-3 Impact Fee Calculation.....	10
Table 4-4 Alternative Residential Impact Fee Calculation.....	11
Table 4-5 Alternative Non-Residential Impact Fee Calculation.....	11
Table 5-1 Effect of Impact Fees on Estimated Return on Investment.....	13

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 4.45 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 2-4).

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 2-4) 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.

EXHIBIT 'A'

PARK IMPACT FEES ◇

	Effective Date <u>07/01/22</u>	Effective Date <u>07/01/23*</u>
1. Single Family (RS-1 & RS-2) Δ	\$960	\$988
2. Multiple Family Per Unit Δ	\$745	\$767
3. Mobile Homes Δ	\$538	\$555

To be increased annually by the Engineering News Record Construction Cost Index.

*MO #11-062023 – Based on ENR Index = 13176.3

Δ Resolution #2-99 (Establishing ENR Annual Adjustment)

◇ Fees Covered by the Mitigation Fee Act

RESOLUTION NO. ____ - 2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
UPDATING THE PARK IMPACT FEE FOR ALL NEW RESIDENTIAL
DEVELOPMENTS WITHIN THE CITY OF PORTERVILLE**

WHEREAS; The City Council of the City of Porterville has adopted Ordinance No. 1567 creating and establishing the authority for imposing and charging park impact fees; and

WHEREAS; The Parks Master Plan, adopted by the City Council on November 5, 2024, and the Parks and Leisure Master Plan Impact Fee Study identified the impacts of new development within the General Plan boundaries on existing or planned park facilities, along with which an analysis of the need for new and expanded park facilities and improvements required by new development was conducted and said study set forth the relationship between new development, the needed facilities, and the estimated costs of those improvements; and

WHEREAS; the City Council finds as follows:

- A. The purpose of this fee is to assist in financing new and expanded park facilities and accommodate increased demand brought about by new development within the City General Plan boundaries, excluding the expansion of existing development;
- B. The fees collected pursuant to the resolution shall be used to finance only park facilities described in the City's Parks Master Plan;
- C. There is a need identified in the City's Parks Master Plan for facilities which have not been constructed or are in need of expansion due to new development. These facilities are directly related to new development and, therefore, new development shall contribute its fair share towards the cost of the facilities. Said facilities have been called for in the City's Parks Master Plan;
- D. The facts and evidence presented establish that there is a reasonable relationship between the need for the described park and recreation facilities and the impacts of the types of development prescribed in Item 2, below, for which the corresponding fee is charged, and also, there is a relationship between the use of the fee and the type of development for which the fee is charged, as these reasonable relationships are in more detail described in the study referred to above;
- E. The cost estimates set forth in the Parks Master Plan are reasonable cost estimates for construction of these facilities, and the fees in attached

Exhibit "A", expected to be generated by new development, will not exceed the total of these costs.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby affirm;

1. The minimum level of service for the purpose of updating and implementing a Parks and Recreation Impact fees shall be set as the fee in attached Exhibit "A".
2. "New Development" shall be defined as new construction of residential improvements (both single and multi-family and mobiles homes).
3. Parks impact fees shall be paid prior to the issuance of certificate of occupancy by all new development in the boundaries of the City.
4. For new development, the fees shall be as established in the adopted fee schedule, by resolution of the City Council, attached hereto as Exhibit "A", and incorporated herein by this reference as if set forth in full herein, which schedule shall be further adjusted annually by the Director of Engineering and Project Management in accordance with the "Engineering News Record Construction Cost Index" publication.
5. The use of the impact fee for park facilities shall be in conformance with those projects specifically identified in the most recently adopted Parks Master Plan. The fee shall be solely used to pay; acquisition of land and development or expansion of public park facilities.
6. Fee Review. Commencing in fiscal year 2029, and at least once every five years thereafter, the Director of Parks & Leisure Services shall review the estimated cost of the described capital improvements, the continued need for those improvements and the reasonable relationship between such need and the impacts of the various types of development pending or anticipated and for which this fee is charged. The Director of Park and Leisure Services shall report their findings to the City Council at a noticed public hearing and recommend any adjustment to this fee or other action as may be needed.

PASSED, APPROVED and ADOPTED this 2nd day of January 2025.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

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

EXHIBIT 'A'

PARK IMPACT FEES ◇

<u>Developer Impact Fee</u>	<u>Effective Date</u> <u>02/20/25</u>
1. Single Family (RS-1 & RS-2) – Per Square Foot Δ	\$3.563
2. Multiple Family - Per Square Foot Δ	\$4.720

To be increased annually by the Engineering News Record Construction Cost Index.

<u>Quimby Act (Dedication & Improvement Calculation)</u>	<u>Effective Date</u> <u>02/20/25</u>
1. Single Family (RS-1 & RS-2) – Per Unit Δ	0.0032 acres
2. Multiple Family - Per Unit Δ	0.0022 acres

Cost Per Acre for credits and charges for over-dedication and improvement or under-dedication and improvement are based on \$833,167 per acre cost. At the discretion of the Community Development Director, tentative maps with less than 50 lots or a multi-family development with less than 50 units may pay an in-lieu fee instead of the Quimby Act parkland dedication and development based on the above-mentioned Cost Per Acre price (this would be in addition to the Developer Impact Fees due for the development).

*MO #XX-XXXX – Based on ENR Index =

Δ Resolution #XX-2025 (Establishing ENR Annual Adjustment)

◇ Fees Covered by the Mitigation Fee Act

RESOLUTION NO. ____ - 2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
UPDATING THE PARK IMPACT FEE FOR ALL NEW RESIDENTIAL AND NON-
RESIDENTIAL DEVELOPMENTS WITHIN THE CITY OF PORTERVILLE**

WHEREAS; The City Council of the City of Porterville has adopted Ordinance No. 1567 creating and establishing the authority for imposing and charging park impact fees; and

WHEREAS; The Parks Master Plan, adopted by the City Council on November 5, 2024, and the Parks and Leisure Master Plan Impact Fee Study identified the impacts of new development within the General Plan boundaries on existing or planned park facilities, along with which an analysis of the need for new and expanded park facilities and improvements required by new development was conducted and said study set forth the relationship between new development, the needed facilities, and the estimated costs of those improvements; and

WHEREAS; the City Council finds as follows:

- A. The purpose of this fee is to assist in financing new and expanded park facilities and accommodate increased demand brought about by new development within the City General Plan boundaries, excluding the expansion of existing development;
- B. The fees collected pursuant to the resolution shall be used to finance only park facilities described in the City's Parks Master Plan;
- C. There is a need identified in the City's Parks Master Plan for facilities which have not been constructed or are in need of expansion due to new development. These facilities are directly related to new development and, therefore, new development shall contribute its fair share towards the cost of the facilities. Said facilities have been called for in the City's Parks Master Plan;
- D. The facts and evidence presented establish that there is a reasonable relationship between the need for the described park and recreation facilities and the impacts of the types of development prescribed in Item 2, below, for which the corresponding fee is charged, and also, there is a relationship between the use of the fee and the type of development for which the fee is charged, as these reasonable relationships are in more detail described in the study referred to above;
- E. The cost estimates set forth in the Parks Master Plan are reasonable cost estimates for construction of these facilities, and the fees in attached

Exhibit "A", expected to be generated by new development, will not exceed the total of these costs.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby affirm;

1. The minimum level of service for the purpose of updating and implementing a Parks and Recreation Impact fees shall be set as the fee in attached Exhibit "A".
2. "New Development" shall be defined as new construction of residential and non-residential improvements (both single and multi-family, mobiles homes, commercial, professional office, and industrial uses).
3. Parks impact fees shall be paid prior to the issuance of certificate of occupancy by all new development in the boundaries of the City.
4. For new development, the fees shall be as established in the adopted fee schedule, by resolution of the City Council, attached hereto as Exhibit "A", and incorporated herein by this reference as if set forth in full herein, which schedule shall be further adjusted annually by the Director of Engineering and Project Management in accordance with the "Engineering News Record Construction Cost Index" publication.
5. The use of the impact fee for park facilities shall be in conformance with those projects specifically identified in the most recently adopted Parks Master Plan. The fee shall be solely used to pay; acquisition of land and development or expansion of public park facilities.
6. Fee Review. Commencing in fiscal year 2029, and at least once every five years thereafter, the Director of Parks & Leisure Services shall review the estimated cost of the described capital improvements, the continued need for those improvements and the reasonable relationship between such need and the impacts of the various types of development pending or anticipated and for which this fee is charged. The Director of Park and Leisure Services shall report their findings to the City Council at a noticed public hearing and recommend any adjustment to this fee or other action as may be needed.

PASSED, APPROVED and ADOPTED this 21st day of January 2025.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

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

EXHIBIT 'A'

PARK IMPACT FEES ◇

<u>Developer Impact Fee</u>	<u>Effective Date</u> <u>02/20/25</u>
1. Single Family (RS-1 & RS-2) – Per Square Foot Δ	\$3.175
2. Multiple Family - Per Square Foot Δ	\$4.206
3. Commercial – Per Square Foot Δ	\$0.200
4. Profession Office – Per Square Foot Δ	\$0.355
5. Industrial – Per Square Foot Δ	\$0.100

To be increased annually by the Engineering News Record Construction Cost Index.

<u>Quimby Act (Dedication & Improvement Calculation)</u>	<u>Effective Date</u> <u>02/20/25</u>
1. Single Family (RS-1 & RS-2) – Per Unit Δ	0.0032 acres
2. Multiple Family - Per Unit Δ	0.0022 acres

Cost Per Acre for credits and charges for over-dedication and improvement or under-dedication and improvement are based on \$833,167 per acre cost. At the discretion of the Community Development Director, tentative maps with less than 50 lots or a multi-family development with less than 50 units may pay an in-lieu fee instead of the Quimby Act parkland dedication and development based on the above-mentioned Cost Per Acre price (this would be in addition to the Developer Impact Fees due for the development).

*MO #XX-XXXX – Based on ENR Index =

Δ Resolution #XX-2025 (Establishing ENR Annual Adjustment)

◇ Fees Covered by the Mitigation Fee Act

RESOLUTION NO. 2-99

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE SETTING A
PARK IMPACT FEE FOR ALL NEW RESIDENTIAL
DEVELOPMENTS WITHIN THE CITY OF PORTERVILLE**

WHEREAS, the City Council of the City of Porterville has adopted Ordinance No. 1567 creating and establishing the authority for imposing and charging a park impact fee; and

WHEREAS, 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 which an analysis of the need for a new and expanded park facilities and improvements required by new development was conducted and said study set forth the relationship between new development, the needed facilities, and the estimated costs of those improvements; and

WHEREAS, the City Council finds as follows:

- A. The purpose of this fee is to assist in financing new park facilities and accommodate increased demand brought about by new development within the City boundaries, excluding expansion of existing development;
- B. The fees collected pursuant to this resolution shall be used to finance only park facilities described in the City's Park and Recreation Element;
- C. There is a need identified by the City Parks and Recreation Element for facilities which have not been constructed or are in need of expansion due to new development. These facilities are directly related to new development and, therefore, new development shall contribute its fair share towards the cost of these facilities. Said facilities have been called for in, or are consistent with, the City's Parks and Recreation Element of the General Plan.

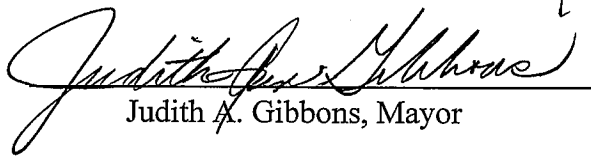
- D. The facts and evidence presented establish that there is a reasonable relationship between the need for the described park and recreation facilities and the impacts of the types of development described in Paragraph 4, below, for which the corresponding fee is charged, and also, there is a reasonable relationship between the use of the fee and the type of development for which the fee is charged, as these reasonable relationships are in more detail described in the study referred to above;
- E. The costs estimates set forth in the Porterville Parks and Recreation Element are reasonable cost estimates for construction of these facilities, and the fees in attached Exhibit "A", expected to be generated by new development, will not exceed the total of these costs.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Porterville that:

- 1. The minimum Level of Service for the purpose of establishing and implementing a Parks and Recreation impact fee shall be set as the fees in attached Exhibit "A".
- 2. "New Development" shall be defined as new construction of residential improvements (both single, multi-family and mobile home).
- 3. A Parks impact fee shall be paid prior to the issuance of a building permit by all new development in the boundaries of the City. The Director of Parks and Leisure Services shall determine the type of development and the corresponding fee to be charged in accordance with this resolution.
- 4. For new development, the fees shall be as established in the adopted fee schedule, by resolution of the City Council, attached hereto as Exhibit "A", and incorporated herein by this reference as if set forth in full herein, which schedule shall be further adjusted annually by the Director of Community Development and Services Department in accordance with the "ENGINEERING NEWS RECORD CONSTRUCTION COST INDEX" publication.
- 5. The use of the impact fee for park facilities shall be in conformance with those projects specifically identified in the most recently adopted Porterville Parks and Recreation Element. The fee shall be solely used to pay: acquisition of land and development of public park facilities.
- 6. Fee Review. Commencing in fiscal year 2003, and at least once every five years thereafter, the Director of Parks & Leisure Services shall review the estimated cost of the described capital improvements, the continued need for those improvements and the reasonable relationship between such need and the impacts of the various types of development pending or anticipated and for which this fee is charged. The Director of Parks and Leisure Services shall report his findings to the City Council

at a noticed public hearing and recommend any adjustment to this fee or other action
as may be needed.

PASSED AND ADOPTED this 5th day of January, 1999.


Judith A. Gibbons, Mayor

ATTEST:


C. G. Huffaker, City Clerk

EXHIBIT "A"

EFFECTIVE DATE
03-01-99

1.	Single Family (R-1) per unit	\$441
2.	Multiple Family (per unit)	\$342
3.	Mobile Homes	\$247

To be increased annually by the Engineering News Record Construction Cost Index.

STATE OF CALIFORNIA)
(SS
COUNTY OF TULARE)

I, C. G. HUFFAKER, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council regularly called and held on the 5th day of January, 1999.

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

Councilmen:	IRISH	GURROLA	LEAVITT	CHOATE	GIBBONS
AYES:	X	X	X		X
NOES:					
ABSENT:					
ABSTAIN:				X	

C. G. HUFFAKER, City Clerk

By Georgia Hawley
Georgia Hawley, Deputy City Clerk



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Second Reading - Ordinance No. 1909, Amending Series 200, Series 300, and Series 700 of the Porterville Development Ordinance

SOURCE: City Attorney

COMMENT: Ordinance No. 1909, an Ordinance of the City Council of the City of Porterville Amending Series 200, Series 300, and Series 700 of the Porterville Development Ordinance to ease regulations and provide consistency with State Laws regarding housing and planning regulations, was given first reading on December 17, 2024, and has been printed.

RECOMMENDATION: That the City Council give Second Reading to Ordinance No. 1909, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance No. 1909

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Jason Ridenour, Interim City Manager

ORDINANCE NO. 1909

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING SERIES 200, SERIES 300, AND SERIES 700 OF THE PORTERVILLE DEVELOPMENT ORDINANCE

WHEREAS: On December 17, 2024 the City Council at its regularly scheduled meeting held a public hearing to consider amendments to the Porterville Development Ordinance; and

WHEREAS: Said amendments are intended to implement Programs 4, 5, and 6 of the City of Porterville 5th-Cycle Housing Element; and

WHEREAS: The Environmental Coordinator made a determination on the basis of substantial evidence that, since the amendments would not result in a new type of permitted use or in uses containing a greater floor area than already permissible, it can be shown with certainty that there is no possibility that the proposed amendments would have a significant effect on the environment.

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

SECTION 1: The proposed amendments to Series 200, 300, and 700 of the Porterville Development Ordinance are exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3).

SECTION 2: Table 200.02, Land Use Regulations – Agriculture/Rural/Conservation Districts, of Section 200.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

TABLE 200.02: LAND USE REGULATIONS—AGRICULTURE/RURAL/CONSERVATION DISTRICTS			
<i>Use Classification</i>	<i>AC</i>	<i>RR</i>	<i>Additional Regulations</i>
Residential Uses			
Single Family Dwelling	See sub-classifications below		
<i>Detached</i>	P	P	
Family Day Care Home	See sub-classifications below		
<i>Small</i>	P	P	
<i>Large</i>	P	P	Section 301.07 Family Day Care Home, Large
Group Residential	-	P(1)	
Residential Care Facilities	See sub-classifications below		

TABLE 200.02: LAND USE REGULATIONS—AGRICULTURE/RURAL/CONSERVATION DISTRICTS			
<i>Use Classification</i>	<i>AC</i>	<i>RR</i>	<i>Additional Regulations</i>
<i>Residential Care Facilities, Limited</i>	P	P	
<u>Large</u>	<u>C</u>	<u>C</u>	
<i>Employee Housing</i>	<i>P</i>	<i>P</i>	
Public and Semi-Public Uses			
Religious Facilities	-	C	
<i>Social Service Facilities</i>	<i>C</i>	<i>C</i>	<i>Section 301.19, “Social Service Facilities”</i>
Commercial Uses			
Animal Care, Sales and Services	See sub-classifications below		
Kennels	M	M	
Veterinary Services, Large	C	C	
Transportation, Communication, and Utilities Uses			
Communication Facilities	See sub-classifications below		
<i>Antenna and Transmission Towers, camouflage facilities</i>	P	P	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	M	M	Section 301.20 Telecommunication Facilities
Utilities, Minor	P	P	
Agricultural and Extractive Uses			
Animal Raising	P	P(2)	
Crop Cultivation, Commercial	P	P	Section 301.06 Crop Cultivation
Crop Cultivation, Non-commercial	P	P	
Mining and Quarrying	C(3)	-	
Agriculture Employee Housing	<i>P</i>	<i>P</i>	
Other Applicable Types			
Accessory Uses and Structures	P	P	Section 301.01 Accessory Uses and Structures
Animal Keeping	P	P	Section 301.03 Animal Keeping
Caretaker Unit	P(4)	-	
Home Occupations	P	P	Section 301.09 Home Occupations
Second Dwelling Unit	P	P	Section 301.16 Second Dwelling Units
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots		
Temporary Use	Section 301.21 Temporary Uses		

TABLE 200.02: LAND USE REGULATIONS—AGRICULTURE/RURAL/CONSERVATION DISTRICTS

<i>Use Classification</i>	<i>AC</i>	<i>RR</i>	<i>Additional Regulations</i>
Specific Limitations:			
- 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. - Limited to 4-H and FFA projects, recognized youth organizations, school projects, and other similar projects when conducted in compliance with the public health and animal laws of the City and to the keeping of bovine animals, horses and other equine animals, sheep and goats on lots 20,000 sq ft or more. The shelter for such animals shall not be closer than 50 feet to any residences. - In areas designated as Mineral Resource Zones in the General Plan. - For agricultural employees, when located on farms or ranches containing more than 10 acres. Such dwellings shall be a permanent structure.			

SECTION 3: 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 (5)	P (5)	P	
<i>Detached</i>	P	P	P (5)	P (5)	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	
Mobile Home Parks	-	-	C(2)	C(2)	C(2)	Section 301.10 Manufactured Homes; Section 301.11 Mobile Home Parks
Residential Care Facilities	See sub-classifications below					
Residential Care Facilities, Limited	P	P	P	P	P	
Large	C	C	C	C	C	
Employee Housing	P	P	P	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>
<i>Single room occupancy hotels</i>	-	-	C	C	C	Section 301.18, “Single Room Occupancy Hotels
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</i>
Social Service Facilities	C	C	C	C	C P	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
Crop Cultivation, Non-Commercial	P	P	P	P	P	
<i>Agriculture Employee Housing</i>	P	P	P	P	P	

TABLE 201.02: LAND USE REGULATIONS—RESIDENTIAL DISTRICTS						
Use Classification	RS-1	RS-2	RM-1	RM-2	RM-3	Additional Regulations
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 and Institutional Use. 5. Limited to small-lot subdivisions. Standalone single-family dwellings are not permitted.						

SECTION 4: Table 202.02, Land Use Regulations – Downtown Districts, of Section 202.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Residential Use Classifications										
Single Family Dwelling	See sub-classifications below									
<i>Attached</i>	P(1)	-	-	-	P	P	-	-	-	
Multi-family Residential	P(1)	P(2)	-	P	P	P	P(1)	-	-	Section 201.04(b)
Family Day Care Home	See sub-classifications below									
<i>Small</i>	P	P	-	P	P	P	P	-	-	
<i>Large</i>	-	-	-	P	P	P	-	-	-	Section 301.07 Family Day Care Home, Large
Group Residential	-	-	-	P(3)	P	P	-	-	-	
Mixed Use Development				C						Section 203.04 Supplemental Regulations
Residential Care Facilities	<i>See sub-classifications below</i>									
Residential Care Facilities, Limited	P	P	-	P	P	P	P	-	-	
Large	C	C	-	C	C	C	C	-	-	
Single Room Occupancy Hotels	C	C	-	C(1)	C	C	C	-	-	Section 301.18 Single Room Occupancy Hotels
Employee Housing	P(1)	P(2)	-	P	P	P	P(1)	-	-	
Public and Semi-Public Use Classifications										
Clubs and Lodges	C(4)	P	P	P	-	-	P(5)	P	-	Section 301.02 Alcoholic Beverage Sales

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Colleges and Trade Schools, Public or Private	C(5)	C	C	C	-	-	C	C	P	
Community Center	-	-	-	C	-	-	-	-	P	
Cultural Institutions	C(5)	C	C	C	-	-	P	C	P	
Day Care Centers	C	C	C	C	C	C	P	-	C	
Elderly and Long Term Care	-	-	-	-	P	P	P	-	-	
Government Offices	P	P	P	-	-	-	P	-	P	
Instructional Services	P(5)	P	P	P	-	-	P	P	P	
Park and Recreation Facilities, Public	P	P	P	P	P	P	P	P	P	
Religious Facilities	-	-	-	C	C	C	-	-	-	
Residential Care Facilities, General	-	-	-	-	C	C	-	-	-	Section 301.15 Residential Care Facilities, General
Schools, Public or Private	P(4)	P	P	P	-	-	-	-	P	
Social Service Facilities	C	C	-	GP	GP	GP	C	-	-	Section 301.19 Social Service Facilities
Commercial Use Classifications										
Animal Care, Sales, and Services	See sub-classifications below									
<i>Kennels</i>	-	-	C	-	-	-	-	C	-	
<i>Pet Stores</i>	M(6)	P(6)	P(6)	M(6)	-	-	-	P(6)	-	
<i>Veterinary Services, Small</i>	-	-	C	-	-	-	-	P(6)	-	

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Artists' Studios	P	P	P	P	-	-	-	P	-	
Automobile/Vehicle Sales and Services	See sub-classifications below									
<i>Automobile/Vehicle Rentals.</i>	-	-	-	-	-	-	-	P	-	
<i>Automobile/Vehicle Sales and Leasing.</i>	-	C	C(7)	-	-	-	-	P	-	
<i>Automobile/Vehicle Service and Repair, Major.</i>	-	P	C	-	-	-	-	C	-	Section 301.04 Automobile/Vehicle Service and Repair, Major and Minor
<i>Automobile/Vehicle Service and Repair, Minor.</i>	-	P	C(7)	-	-	-	-	P	-	Section 301.04 Automobile/Vehicle Service and Repair, Major and Minor
<i>Automobile/Vehicle Service and Repair, Washing.</i>	-	P	-	-	-	-	-	C	-	Section 301.05 Auto Service Stations and Car Washing
<i>Service Station</i>	-	-	-	-	-	-	-	C	-	Section 301.05 Auto Service Stations and Car Washing
Banks and Financial Institutions	See sub-classifications below									
<i>Banks and Credit Unions</i>	P(8)	P(8)	P	P(8)	-	-	P(8)	P	-	
Building Materials and Services	-	-	-	-	-	-	-	P(9)	-	
Business Services	P(10)	P(10)	P(10)	P(10)	-	-	P	P	-	
Cannabis Dispensary	P	P	P	P	-	-	-	P	-	Municipal Code Chapter 15, Article VII

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Commercial Entertainment and Recreation	See sub-classifications below									
<i>Cinema/Theaters</i>	C	C	C	C	-	-	-	C	-	Section 301.02 Alcoholic Beverage Sales
<i>Downtown Entertainment</i>	-	-	C	C	-	-	-	C	C	Section 301.02 Alcoholic Beverage Sales
<i>Small-scale</i>	C	C	C	C	-	-	-	C	-	Section 301.02 Alcoholic Beverage Sales
Eating, Drinking, and Smoking Establishments	See sub-classifications below									
<i>Bars/Night Clubs/Lounges</i>	C	C	C	C	-	-	-	C	-	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Coffee Shops/Cafes</i>	P(8)	P(8)	P(8)	P(8)	-	-	P(8)	P(8)	P(8, 13)	Section 300.08 Outdoor Seating
<i>Restaurants</i>	P(8)	P(8)	P(8)	P(8)	-	-	P(8)	P(8)	P(8, 13)	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Tobacco Bars</i>	C	C	C	C	-	-	-	C	-	
Food and Beverage Retail Sales, less than 5,000 square feet	P	P	P	P	-	-	P(11)	P	P(11)	Section 301.02 Alcoholic Beverage Sales
Food and Beverage Retail Sales, more than 5,000 to 50,000 square feet	P	P	P	P	-	-	-	-	-	Section 301.02 Alcoholic Beverage Sales
Hotels and Motels	C	C	C	C	-	-	-	C	-	
Bed and Breakfasts	-	-	-	P(3)	-	P(3)	P(3)	-	-	

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Maintenance and Repair Services less than 1,500 square feet	-	-	-	-	-	-	-	P(12)	-	
Medical Facilities	See sub-classifications below									
<i>Medical Clinic</i>	-	P	P	P	-	-	P	P	P	
<i>Professional/Medical</i>	P(13)	P	P	P	-	-	P	P	P	
Mixed Use Development				C						Section 203.04 Supplemental Regulations
Nurseries and Garden Centers	-	C	C	C	-	-	-	P	-	
Offices	See sub-classifications below									
General Offices	P(13)	P	P	P	-	-	P	P	P	
Walk-In Clientele	P	P	P	P	-	-	P	P	P	
Parking, Public or Private	P	P	P	P	P	P	P	P	P	
Personal Services	P	P	P	P	-	-	P	P	-	
Retail Sales, less than 50,000 square feet	P	P	P	P	-	-	P(11)	P	-	
Retail Sales, more than 50,000 square feet	C	C	C	C	-	-	-	C	-	
Industrial Use Classifications										
Handicraft/Custom Manufacturing	-	-	-	-	-	-	-	P	-	
Industry, Limited	-	-	-	-	-	-	-	C	-	
Recycling Facilities	See sub-classifications below									

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
<i>Reverse Vending Machine</i>	-	P	P	P	-	-	-	P	P	Section 301.14 Recycling Facilities
<i>Recycling Collection Facility</i>	-	C	-	-	-	-	-	C	C	Section 301.14 Recycling Facilities
Transportation, Communication, and Utilities Use Classifications										
Communication Facilities	See sub-classifications below									
<i>Antenna and Transmission Towers, camouflage facilities</i>	P(14)	P(14)	P(14)	P(14)	-	-	P(14)	P(14)	P(14)	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	C(14)	C(14)	C(14)	C(14)	-	-	C(14)	C(14)	C(14)	Section 301.20 Telecommunication Facilities
<i>Broadcasting Facility</i>	-	M	M	M	-	-	-	M	-	Section 301.20 Telecommunication Facilities
<i>Call Center</i>	-	-	-	-	-	-	P(5)	P(5)	P	
<i>Recording Studio</i>	-	-	P(6)	P(6)	-	-	-	P(6)	-	
Transportation Passenger Terminals	P(15)	P(15)	P(15)	-	-	-	-	-	-	
Utilities, Minor	P	P	P	P	P	P	P	P	P	
Other Applicable Types										
Accessory Uses and Structures	P	P	P	P	P	P	P	P	P	Section 301.01 Accessory Uses and Structures
Home Occupations	P	P	P	P	P	P	-	-	-	Section 301.09 Home Occupations

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS

<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Second Dwelling Unit	-	-	-	-	P	P	-	-	-	Section 301.16 Second Dwelling Unit
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots									
Temporary Use	Section 301.21 Temporary Uses									

Specific Limitations:

1. Residential units allowed only on upper floors unless approved with a Conditional Use Permit. Common ancillary areas are allowed on the ground floor except on Main Street.
2. On Main Street, residential units are allowed only on upper floors unless approved with a Conditional Use Permit.
3. 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.
4. Allowed only on upper floors and limited to 5,000 square feet in size.
5. Limited to 5,000 square feet in size.
6. Provided that such use shall be completely enclosed in a building of soundproof construction.
7. Limited to uses conducted wholly within a building enclosed on all sides including the display, storage, repair, and reconditioning of vehicles.
8. Drive-through facilities are prohibited.
9. Bulk storage of sand, gravel, or cement is not allowed.
10. Wholesale services are not allowed.
11. Permitted only as accessory to a primary use.
12. No outdoor operations or outdoor storage are allowed.
13. Limited to 25 percent of ground floor area unless additional floor area is approved with a Conditional Use Permit. No square footage limitation on upper floors.
14. Shall not be located within 300 feet of any R district except as detailed in 301.20e.
15. Not allowed on Main Street. No repair or storage of vehicles is allowed.

SECTION 5: Table 202.03, Development Standards – Downtown Districts, of Section 202.03 of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

TABLE 202.03: DEVELOPMENT STANDARDS – DOWNTOWN DISTRICTS										
Standard	DR-N	DR-S	DR-D	D-MX	DRM-2	DRM-3	D-PO	D-GC	D-PS	Additional Standards
Lot, Density, and Block Standards										
Minimum Lot Area (sq ft)	-	-	-	-	6,000	6,000	6,000	6,000	6,000	
Minimum Lot Width (ft)	-	-	-	-	60	60	60	60	60	
Minimum Lot Depth (ft)	-	-	-	-	75	75	75	75	75	
Minimum Density (dwelling units/acre)	-	-	-	15	-	-	-	-	-	
Maximum Density (dwelling units/net acre)	No max, FAR applies to combined Residential and Non-residential		-	41.0	16.5	33.0	-	-	-	
Maximum Block Dimension (ft)	Dimension: 500; 600 with mid-block pedestrian way									Section 202.04(b) Maximum Block Length
Building Form, Location, and Street Design										
Maximum Height (ft)	50 on corner lots and lots over 2 acres; 40 on all other lots			40; 50 with CUP	35	40, 50 on corner lots	30; 40 with CUP	• 50 on corner lots and lots over 2 acres; • 40 on interior lots		Section 300.06 Heights and Height Exceptions
Minimum Height (ft)	Main St: 28	-	-	-	-	-	-	-	-	
Minimum Yards (ft)	See sub-classifications below									

TABLE 202.03: DEVELOPMENT STANDARDS – DOWNTOWN DISTRICTS

<i>Standard</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Standards</i>
<i>Front (Main Street frontage is always considered the front of the lot)</i>	0 min; 10 max Shall be paved on Main St with tile, stone, brick, concrete, or comparable material.	Commercial: 15 for buildings, 10 for parking. Main St and Olive St: 10 min, 20 max Residential: 15	10 min; 20 max D St: 15	0; 10 on Main St or ground floor residential	20	15	15 min; 25 max	10	20	- Section 202.04(i) Building Projections; - Unless otherwise stated, shall be landscaped in accord with Chapter 303 Landscaping.
<i>Interior Side</i>	- Commercial: 0 - Residential: Where residential is allowed, every unit shall have at least one window with a minimum of 15 ft of clear separation from another building or wall				1-2 stories: 5 3 or more stories: 10		5	0	20	Section 202.04(i) Building Projections
<i>Street Side or Rear on a Street Frontage</i>	East of 2nd St: 10; Otherwise: 0 min; 10 max	10	10	0; 10 if on Main St and for ground floor residential	10	10	15	10	20	- Section 202.04(i) Building Projections; and - Unless otherwise stated, shall be landscaped in accord with Chapter 303 Landscaping
<i>Transitional – Street side</i>	5	15	15				15	15	15	Section 202.03(c) Transitional Standards
<i>Rear, not on a Street Frontage</i>	- Commercial: 0 - Residential: Where residential is allowed, every unit shall have at least one window with a minimum of 15 ft of clear separation from another building or wall				10	10	0, 5 from alley	0	20	Section 202.04(i) Building Projections
Maximum Floor Area Ratio, all uses	3.0	3.0	3.0	3.0	-	-	.50	1.0	.25(a)	

TABLE 202.03: DEVELOPMENT STANDARDS – DOWNTOWN DISTRICTS

<i>Standard</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Standards</i>
Maximum Building Coverage (% of lot)	-	-	-	-	50	60	-	-	50	
Minimum Percent of Building at Setback Line	-	50 (b)	50 (b)	50 (b)	-	-	-	-	-	
Parking										
Maximum Curb Cut per Lot or Street Frontage	One, none on Main Street	One, unless more are required by the City for public services					One	One, unless more are required by the City for public services		Section 202.04(d) Parking
Maximum Curb Cut Width (ft)	20	20	20	20	20	20	10	20	20	
Landscaped Setback between Parking and Street (ft)	5	5; 10 on Main, Orange, and C Streets	5, 10 on D St	5, 10 on Main St	10	10	10	5	10	Chapter 303 Landscaping
Setback of Parking from Buildings	5	5	5	5	10, 5 may be occupied by a pedestrian walkway paved with tile, stone, brick, concrete, or comparable material.		5, may be occupied by a pedestrian walkway with tile, stone, brick, concrete, or comparable material.	5	10	
Parking Lot Location Standards Apply	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Section 202.04(d) Parking

TABLE 202.03: DEVELOPMENT STANDARDS – DOWNTOWN DISTRICTS										
<i>Standard</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Standards</i>
Open Space and Landscaping										
Usable Open Space (sq ft per residential unit)	75	75	-	100	150, 50 of which shall be private	-	-	-	-	Section 202.04(e) Open Space
Additional Standards										
Supplemental Regulations Apply	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Section 202.04 Supplemental Regulations

SECTION 6: Table 203.02, Land Use Regulations – Commercial Districts, of Section 203.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS					
<i>Use Classifications</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Regulations</i>
Residential Uses					
Multi-Family Residential	-	-	-	P(1)	Section 201.04
Family Day Care Home	See sub-classifications below				
<i>Small</i>	-	-	-	P	
<i>Large</i>	-	-	-	P	Section 301.07 Family Day Care Home, Large
Group Residential	-	-	-	P(2)	
Residential Care Facilities	See sub-classifications below				
Residential Care Facilities, Limited	-	-	-	P	
<i>Large</i>	-	-	-	P	
Single Room Occupancy Hotels	-	-	-	C	Section 301.18 Single Room Occupancy Hotels
Employee Housing	-	-	-	P(1)	
Public and Semi-Public Uses					
Clubs and Lodges	C	-	P	P	Section 301.02 Alcoholic Beverage Sales
Colleges and Trade Schools, Public or Private	-	C	C	C	
Community Centers	P	-	-	C	
Cultural Institutions	C	-	C	C	
Day Care Centers	C	-	-	C	
Instructional Services	P	-	P	P	
Park and Recreation Facilities, Public	P	-	P	P	
Religious Facilities	C	C	C	C	
Residential Care Facilities, General	-	-	-	C	Section 301.15 Residential Care Facilities, General
Social Service Facilities	-	P	P	CP	Section 301.19 Social Service Facilities
Commercial Uses					
Animal Care, Sales and Services	See sub-classifications below				

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS					
<i>Use Classifications</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Regulations</i>
<i>Kennels</i>	M(4)	-	M(4)	-	
<i>Pet Stores</i>	M(4)	M(4)	P(4)	-	
<i>Veterinary Services, Small</i>	-	-	P(4)	-	
<i>Artists' Studios</i>	P	-	P	P	
<i>Automobile/Vehicle Sales and Services</i>	See sub-classifications below				
<i>Automobile/Vehicle Rentals.</i>	-	P	P	-	
<i>Automobile/Vehicle Sales and Leasing.</i>	-	C	P	-	
<i>Automobile/Vehicle Repair, Major.</i>	-	-	P	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Automobile/Vehicle Service and Repair, Minor.</i>	-	P	P	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Automobile/Vehicle Washing.</i>	-	C	P	-	Section 301.05 Auto Service Stations and Car Washing
<i>Large Vehicle and Equipment Sales, Service and Rental.</i>	-	-	C	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Service Station.</i>	C(3)	C	C	C	Section 301.05 Auto Service Stations and Car Washing
<i>Banks and Financial Institutions</i>	See sub-classifications below				
<i>Banks and Credit Unions</i>	P(5)	P	P	P	
<i>Check Cashing Businesses</i>	-	P	P	P	
<i>Building Materials and Services</i>	-	P(6)	P(6)	-	
<i>Business Services</i>	P(3,7)	P	P	P	
<i>Commercial Entertainment and Recreation</i>	See sub-classifications below				
<i>Cinema/Theaters</i>	-	P	P	C	Section 301.02 Alcoholic Beverage Sales
<i>Large-scale</i>	-	-	C(8)	-	Section 301.02 Alcoholic Beverage Sales
<i>Small-scale</i>	-	P(19)	P(19)	C	Section 301.02 Alcoholic Beverage Sales
<i>Eating, Drinking, and Smoking Establishments</i>	See sub-classifications below				

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS					
<i>Use Classifications</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Regulations</i>
<i>Bars/Night Clubs/Lounges</i>	-	C	C	C	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Coffee Shops/Cafes</i>	P(5)	P	P	P	Section 300.08 Outdoor Seating
<i>Restaurants, less than 3,000 square feet</i>	P(5)	P	P	P	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Restaurants, greater than 3,000 square feet</i>	C(5)	P	P	P	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Tobacco Bars</i>	-	M	M	M	
Food and Beverage Retail Sales	P(9)	P	P	P(9)	Section 301.02 Alcoholic Beverage Sales
Funeral Parlors and Mortuaries	-	C	P	-	
Hotels and Motels	-	C	C	C	
Light Fleet Based Services	-	-	P	-	
Maintenance and Repair Services	P(10)	P(10)	P	P(10)	
Medical Facilities	See sub-classifications below				
<i>Medical Clinic</i>	-	P(12)	P	P(12)	
<i>Professional/Medical</i>	-	P(12)	P	P(12)	
Mixed Use Development				C	Section 203.04 Supplemental Regulations
Nurseries and Garden Centers	-	P	P	P	
Offices	See sub-classifications below				
<i>General Offices</i>	P(11)	P(12)	P	P	
<i>Walk-In Clientele</i>	P(13)	P(12)	P	P(13)	
Parking, Public or Private	P(14)	P	P	P(14)	
Personal Services	P	P	P	P	
Retail Sales	See sub-classifications below				
<i>Less than 50,000 square feet</i>	P	P	P	P	
<i>50,000 square feet or more</i>	-	C	C	-	
<i>Swap Meet</i>	-	C	C	-	
Wholesaling and Distribution	-	-	P	-	

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS					
<i>Use Classifications</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Regulations</i>
Industrial Uses					
Construction and Material Yards	-	-	C	-	Section 300.09 Outdoor Storage
Handicraft/Custom Manufacturing	-	P(15)	P	-	
Industry, Limited	-	-	P	-	
Recycling Facilities	See sub-classifications below				
<i>Reverse Vending Machine</i>	P	P	P	P	Section 301.14 Recycling Facilities
<i>Recycling Collection Facility</i>	-	C	P	-	Section 301.14 Recycling Facilities
<i>Recycling Processing Facility</i>	-	-	C	-	Section 301.14 Recycling Facilities
Warehousing and Storage	See sub-classifications below				
<i>Chemical, Mineral, and Explosives Storage</i>	-		C	-	
<i>Indoor Warehousing and Storage</i>	-	-	P	-	
<i>Personal Storage</i>	-	C	P	C	Section 301.13 Personal Storage Facilities
Transportation, Communication, and Utilities Uses					
Communication Facilities	See sub-classifications below				
<i>Antenna and Transmission Towers, camouflage facilities</i>	P(16)	P(16)	P(16)	P(16)	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	M(16)	M(16)	M(16)	M(16)	Section 301.20 Telecommunication Facilities
<i>Broadcasting Facility</i>	-	M	M		Section 301.20 Telecommunication Facilities
<i>Call Center</i>	-	P(3)	P	-	
<i>Recording Studio</i>	-	P(4)	P(4)	-	
Freight/Truck Terminals and Warehouses	-	-	C	-	
Transportation Passenger Terminals	-	P	P	-	
Utilities, Minor	P	P	P	P	

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS					
Use Classifications	CN	CR	CG	CMX	Additional Regulations
Agricultural and Extractive Uses					
Crop Cultivation, Commercial	M	M	M	M	Section 301.06 Crop Cultivation
Agriculture Employee Housing	M	M	M	M	
Other Applicable Types					
Accessory Uses and Structures	P	P	P	P	Section 301.01 Accessory Uses and Structures
Animal Keeping	-	-	-	P	Section 301.03 Animal Keeping
Caretaker Unit	-	P(18)	P(18)	P(18)	
Home Occupations	-	-	-	P	Section 301.09 Home Occupations
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots				
Temporary Use	Section 301.21 Temporary Uses				
Specific Limitations:					
1. Multi-family Residential are permitted in conjunction with allowable non-residential uses.					
2. 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.					
3. Limited to establishments with a gross floor area of 5,000 square feet or less.					
4. Provided that such use shall be completely enclosed in a building of soundproof construction.					
5. Drive-through facilities are prohibited.					
6. Bulk storage of sand, gravel or cement is not allowed.					
7. Wholesale services are not allowed.					
8. Campgrounds are prohibited.					
9. Limited to establishments with a gross floor area less than 50,000 square feet.					
10. Outdoor work and outdoor storage is prohibited.					
11. General offices shall not be located on the ground floor.					
12. Minor Conditional Use Permit approval is required for office, business, or professional uses greater than 5,000 square feet in size per lot or integrated commercial development.					
13. Limited to establishments with a gross floor area less than 1,500 square feet.					
14. Limited to parking areas for exclusive use of occupants, employees and patrons of the uses, buildings, stores, and businesses located in that zone.					
15. Limited to establishments with a gross floor area less than 2,000 square feet.					
16. Prohibited within 300 feet of any R district except as detailed in 301.20e.					
17. Limited to radio or television studios.					
18. Limited to one dwelling for a caretaker or watchman and his immediate family, necessary and incidental to a use located in such zone. Such dwellings shall be a permanent structure.					
19. Minor Conditional Use Permit approval is required for indoor shooting ranges.					

SECTION 7: Table 204.02, Land Use Regulations – Employment Districts, of Section 204.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
Public and Semi-Public Uses					
Colleges and Trade Schools, Public or Private	C	P	-	-	
Correctional Facility	-	P	P	-	
Cultural Institutions	P	-	-	-	
Day Care Centers	P	P(1)	-	-	
Elderly and Long-term Care	P	-	-	-	
Instructional Services	P	P	-	P	
Residential Care Facilities, General	C	-	-	-	Section 301.15 Residential Care Facilities, General
Schools, Public or Private	P	-	-	-	
Commercial Uses					
Aircraft Sales, Services, and Storage	-	-	-	P	
Animal Care, Sales and Services	See sub-classifications below				
<i>Kennels</i>	-	M	M	-	
<i>Veterinary Services</i>	-	P	P	-	
Automobile/Vehicle Sales and Services	See sub-classifications below				
<i>Automobile/Vehicle Repair, Major.</i>	-	P	P	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Automobile/Vehicle Service and Repair, Minor.</i>	-	P	P	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Automobile/Vehicle Washing.</i>	-	P	P	-	Section 301.05 Auto Service Stations and Car Washing
<i>Large Vehicle and Equipment Sales, Service, and Rental</i>	-	C	P	-	

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
<i>Service Station</i>	-	C	C	-	Section 301.05 Auto Service Stations and Car Washing
<i>Towing and Impound.</i>	-	C	P	-	Section 300.09 Outdoor Storage
Banks and Financial Institutions	See sub-classifications below				
<i>Banks and Credit Unions</i>	P	P(1)	P(1)	P(1)	
<i>Check Cashing Businesses</i>	P	-	-	-	
Building Materials and Services	-	P	P	-	
Business Services	P	P(1)	P(1)	-	
Cannabis Dispensary	-	-	-	P	Municipal Code Chapter 15, Article VII
Commercial Entertainment & Recreation	See sub-classifications below				
<i>Large-Scale</i>	-	C	C	C	Section 301.02 Alcoholic Beverage Sales
<i>Small Scale</i>	-	C	-	-	Section 301.02 Alcoholic Beverage Sales
Eating, Drinking, and Smoking Establishments	See sub-classifications below				
<i>Coffee Shops/Cafes</i>	P(2)	P(1)	P(1)	P	Section 300.08 Outdoor Seating
<i>Restaurants</i>	P(2)	P(1)	P(1)	P	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
Food and Beverage Retail Sales	P(2)	P(1)	P(1)	-	Section 301.02 Alcoholic Beverage Sales
Funeral Parlors and Mortuaries	-	P	P	-	
Hotels and Motels	-	C	C	-	
Bed and Breakfasts	P(10)	-	-	-	
Light Fleet Based Services	-	P	P	-	
Maintenance and Repair Services	-	P	P	-	
Medical Facilities	See sub-classifications below				
<i>Hospital</i>	P	-	-	-	
<i>Medical Clinic</i>	P	-	-	-	

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
<i>Professional/Medical</i>	P	-	-	-	
Offices	See sub-classifications below				
<i>General Offices</i>	P	P	P	P	
<i>Walk-In Clientele</i>	P	-	-	-	
Parking, Public or Private	P(3)	P	P	-	
Personal Services	P(2)	P(1)	-	-	
Retail Sales	P(2)	P(2)	P(2)	-	
Salvage and Wrecking	-	C	C	C	Section 300.09 Outdoor Storage
<i>Salvage and Wrecking conducted wholly within a building</i>	-	P	P	P	Section 300.09 Outdoor Storage
Sexually Oriented Business	-	P	P	-	Section 301.17 Sexually Oriented Businesses
Wholesaling and Distribution	-	P	P	P	
Industrial Uses					
Construction and Material Yards	-	P	P	-	Section 300.09 Outdoor Storage
Handicraft/Custom Manufacturing	-	P	P	P	
Industry, General	-	P	P	P	
<i>Alcohol Manufacture</i>	-	C(4)	C	-	
<i>Hazardous Waste Management Facilities</i>	-	C(6)	C	-	
<i>Manufacture, processing, or treatment of materials which may be obnoxious, offensive or hazardous to health and safety of persons and property</i>	-	-	C	-	
Industry, Limited	-	P	P	P	
Recycling Facilities	See sub-classifications below				
<i>Recycling Collection Facility</i>	-	-	P	-	Section 301.14 Recycling Facilities
<i>Recycling Processing Facility</i>	-	-	P	-	Section 301.14 Recycling Facilities
Warehousing and Storage	See sub-classifications below				

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
<i>Chemical, Mineral, and Explosives Storage</i>	-	C	C	C	
<i>Indoor Warehousing and Storage</i>	-	P	P	P	
<i>Personal Storage</i>	-	P	P	P	Section 301.13 Personal Storage
Transportation, Communication, and Utilities Uses					
Communication Facilities	See sub-classifications below				
<i>Antenna and Transmission Towers, camouflage facilities</i>	P(7)	P(7)	P(7)	P(7)	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	M(7)	M(7)	M(7)	M(7)	Section 301.20 Telecommunication Facilities
<i>Broadcasting Facility</i>	-	P	P	P	Section 301.20 Telecommunication Facility
<i>Call Center</i>	P(2)	P	P	-	
Freight/Truck Terminals and Warehouses	-	P	P	P	
Heliports	-	C	C	C	
Transportation Passenger Terminals	-	P	P	P	
Utilities, Major	-	P	P	P	
<i>Renewable Energy Facility</i>		C	C	C	
<i>Solid Waste Collection, Treatment, and Disposal</i>	-	-	P	C	
Utilities, Minor	P	P	P	P	
Agriculture and Extractive Uses					
Crop Cultivation, Commercial	M	P	P	M	Section 301.06 Crop Cultivation
Crop Cultivation, Non-commercial	-	P	P	-	
Mining & Quarrying	-	-	C(6)	-	
<i>Agricultural Employee Housing</i>	<i>M</i>	<i>P</i>	<i>P</i>	<i>M</i>	
Other Applicable Types					
Accessory Uses and Structures	P	P	P	P	Section 301.01 Accessory Uses and Structures

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
Use Classification	PO	IP	IG	IA	Additional Regulations
Additional Uses	-	-	-	P(9)	
Caretaker Unit	-	P(8)	P(8)	-	
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots				
Temporary Use	Section 301.21 Temporary Uses				
Specific Limitations:					
1. Permitted only as an accessory use that supports industrial uses, business and office parks, and corporate offices. 2. Permitted only as an accessory to a primary office and limited to establishments with a gross floor area less than 5,000 square feet in size. 3. Limited to parking areas for exclusive use of occupants, employees and patrons of the uses, buildings, stores, and businesses located in that zone. 4. Alcohol manufacture must be located more than 500 feet from the nearest residential, or commercial zoning designation as shown on the Official Zoning Map. 5. On-site hazardous waste management facilities must be accessory and incidental to a primary use. 6. In areas designated as Mineral Resource Zones in the General Plan 7. Prohibited within 300 feet of any R district except as detailed in 301.20e. 8. For agricultural employees, when located on farms or ranches containing more than 10 acres. Such dwellings shall be a permanent structure. 9. Additional uses may be allowed with City Council approval of a Conditional Use Permit. 10. Limited to no more than two rooms in a dwelling rented to not more than four persons. Meals may not be provided to more than four boarders.					

SECTION 8: Table 205.02, Land Use Regulations – Public and Open Space Districts, of Section 205.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

TABLE 205.02: LAND USE REGULATIONS—PUBLIC AND OPEN SPACE DISTRICTS				
<i>Use Classification</i>	<i>PS</i>	<i>REC</i>	<i>PK</i>	<i>Additional Regulations</i>
Public and Semi-Public Use Classifications				
Airport	P	-	-	
Cemeteries	C	-	-	
Clubs and Lodges	-	P(1)	P(1)	
College and Trade Schools, Public or Private	P	-	-	
Community Center	P	-	P	
Correctional Facility	P	-	-	
Cultural Institutions	P	-	P	
Government Offices	P	-	-	

TABLE 205.02: LAND USE REGULATIONS—PUBLIC AND OPEN SPACE DISTRICTS				
<i>Use Classification</i>	<i>PS</i>	<i>REC</i>	<i>PK</i>	<i>Additional Regulations</i>
Instructional Services	P	-	-	
Park and Recreation Facilities, Public	P	P	P	
Public Safety Facilities	P	-	-	
Religious Facilities	C			
Schools, Public or Private	P	-	-	
Commercial Use Classifications				
Aircraft Sales, Services, and Storage	P(2)	-	-	
Commercial Entertainment and Recreation	See sub-classifications below			
<i>Large-scale</i>	P	C	P	Section 301.02 Alcoholic Beverage Sales
<i>Small-scale</i>	P(6)	P(6)	P(6)	Section 301.02 Alcoholic Beverage Sales
Eating, Drinking, and Smoking Establishments	See sub-classifications below			
<i>Coffee Shops/Cafes</i>	P(3)	P(1)	P(1)	Section 300.08 Outdoor Seating
<i>Restaurants</i>	P(3)	-	-	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
Medical Facilities	See sub-classification below			
<i>Hospital</i>	P	-	-	
Recycling Facilities	See sub-classifications below			
<i>Recycling Collection Facility</i>	P	-	-	
<i>Recycling Processing Facility</i>	P	-	-	
Retail Sales	See sub-classification below			
<i>Swap Meet</i>	C	-	-	
Transportation, Communication, and Utilities Use Classifications				
Telecommunication Facilities	See sub-classifications below			
<i>Antenna and Transmission Towers, camouflage facilities</i>	P(4)	P(4)	P(4)	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	M(4)	M(4)	M(4)	Section 301.20 Telecommunication Facilities

TABLE 205.02: LAND USE REGULATIONS—PUBLIC AND OPEN SPACE DISTRICTS				
Use Classification	PS	REC	PK	Additional Regulations
Heliports	P(5)	-	-	
Utilities, Major	C	-	-	
Solid Waste Collection, Treatment, and Disposal	P	-	-	
Utilities, Minor	P	P	P	
Agricultural and Extractive Uses				
Crop Cultivation, Commercial	M	M	M	Section 301.06 Crop Cultivation
Agricultural Employee Housing	M	M	M	
Other Applicable Types				
Accessory Uses and Structures	P	P	P	Section 301.01 Accessory Uses and Structures
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots			
Temporary Use	Section 301.21 Temporary Uses			
Specific Limitations:				
1. Limited to facilities associated with park and recreational facilities.				
2. Limited to facilities associated with an airport.				
3. Limited to cafes and restaurants accessory to cultural institutions.				
4. Prohibited within 300 feet of any R district except as detailed in 301.20e.				
5. Permitted only as accessory to a hospital or public airport.				
6. Minor Conditional Use Permit approval is required for indoor shooting ranges.				

SECTION 9: Section 301.19 of Series 300 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

Social Service Facilities shall be located, developed, and operated in compliance with the following standards:

A. Location. Social Service Facilities are not allowed on Main Street.

~~B. Minimum Standards. All Social Services Facilities shall provide: adequate and accessible sanitary facilities, including lavatories, rest rooms and refuse containers; sufficient patron seating facilities for dining, whether indoor or outdoor; effective screening devices such as landscaping and masonry fences in conjunction with outdoor activity areas; a plan of operation, including but not limited to, patron access requirements, hours of operation, security measures, litter control, and noise attenuation. Evidence of compliance with all Building and Fire Safety regulations and any other measures determined by the City Council to be necessary and appropriate to ensure compatibility of the proposed use or uses with the surrounding area shall be~~

~~provided with permit applications.~~ **Social service facilities shall only be subject to the following written, objective standards:**

- 1. Waiting and Client Intake Areas.** *Outdoor waiting areas may not be located in the public right-of-way, must be physically separated from the public right-of-way, and must be large enough to accommodate the expected number of clients. An indoor waiting area must be provided.*
- 2. Separation Requirements.** *Emergency shelters shall be located no closer than 300 feet from another emergency shelter.*
- 3. On-Site Management.** *Continuous on-site supervision during hours of operation shall be provided. Specifically, there shall be a minimum of one staff person per eight clients during daytime hours, 7:00 a.m. to 9:00 p.m., and a minimum of two (2) staff people at the facility during nighttime hours, 9:00 p.m. to 7:00 a.m.*
- 4. Maximum Length of Stay.** *Occupancy for an individual in an emergency shelter is limited to no more than six (6) months. The operator of the emergency shelter shall maintain adequate documentation to demonstrate compliance with this provision.*
- 5. Security.** *The facility shall have on-site security personnel during all hours when the shelter is in operation, and at all times when shelter clients are present on site.*

SECTION 10: Section 300.04 of Series 300 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

300.04 RESERVED REPLACEMENT HOUSING ON NONVACANT SITES:

Redevelopment of nonvacant sites that contain residential dwellings shall replace said dwellings. Replacement requirements shall be consistent with those set forth in Government Code Section 65915, subdivision (c), paragraph (3).

SECTION 11: Section 301.01 of Series 300 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

An accessory use shall be secondary to a primary use and shall be allowed only in conjunction with a principal use or building to which it relates under the same regulations as the main use in any zoning district. Accessory uses and structures are also subject to the development and site regulations found in Chapter 300, General Site Regulations. Accessory structures shall be designed to be of similar/compatible architecture and materials as the main buildings, and in addition shall be located, developed, and operated in compliance with the following standards in the agricultural and residential zone districts as follows:

A. Agricultural Accessory Structures. In the AC and RR districts, agricultural accessory uses and structures are allowed subject to the provisions of this section. Agricultural accessory uses and structures include any uses that are customarily related to an

agricultural use including stables, barns, pens and sheds or other structures for the housing of such animals, feed, equipment, and tools.

1. **Size.** The maximum lot coverage allowed by the development standards shall not be exceeded.

2. **Height.** The agricultural accessory structure shall not exceed thirty-five (35) feet in height unless approved by the Zoning Administrator.

3. **Building Separation.** Agricultural accessory structures shall be separated from any main building by a minimum of six (6) feet.

4. **Setbacks.** Agricultural accessory structures shall meet all setback requirements of the main building.

B. Residential Accessory Structures. Residential accessory structures include any uses that are customarily related to a residence, including garages, greenhouses, storage sheds, studios, workshops, detached covered decks (i.e. a patio structure), detached uncovered decks and patios two and one-half (2.5) feet in height or greater, and similar structures. Uncovered decks under two and one-half (2.5) feet in height, and fences are not subject to the regulations in this section. ~~Additional~~Separate regulations for residential second units are located in Section 301.16, ~~Second~~Accessory Dwelling Units.

1. **Attached Structures.** An attached structure is not, by definition, an accessory structure. A structure shall be considered attached to a main structure if it is architecturally compatible with and made structurally a part of the main structure, including sharing a common wall or roof-line with the main structure. A structure attached with a breezeway connecting a door of the residence to a door of the detached structure, with a roof that is a minimum of eight (8) feet in width and fifteen (15) feet in length, will be considered a part of the main structure for purposes of this Ordinance. An attached structure shall comply with all requirements of this Ordinance applicable to the main structure, including, but not limited to setback requirements and height limits.

2. **Number of Structures.** The number of detached accessory structures shall be limited to two (2) unless approved by the Zoning Administrator.

3. **Size.** The floor area of detached accessory structures shall not exceed a cumulative floor area of one thousand two-hundred (1,200) square feet unless approved by the Zoning Administrator. In reviewing a request for additional size, the Zoning Administrator may consider neighborhood compatibility, overall lot coverage, relationship of the accessory structure to the main structure and use, and any circumstances unique to the neighborhood. In no case shall the accessory building exceed the ground floor area of the main building and in no case shall the maximum lot coverage allowed by the development standards be exceeded.

4. **Height.** The maximum height shall not exceed eighteen (18) feet. The Zoning Administrator may consider buildings exceeding eighteen (18) feet in height that are stepped back one (1) foot from the required side and rear setback lines for every foot of height above eighteen (18) feet up to twenty-four (24) feet

5. **Building Separation.** Detached accessory structures requiring a building permit, with the exception of shade structures, shall be separated from any main building by a minimum of six (6) feet. 6. **Setbacks.** When located in the rear one-third of a lot, detached accessory buildings shall not be located closer than four (4)

feet to any rear property line. In instances where the rear property line is coterminous with an alley right-of-way, the accessory building shall not be closer than one (1) foot to such rear property line. Detached accessory buildings shall meet all other setback requirements of the main building.

SECTION 12: Section 301.16 of Series 300 of Chapter 21 of the Porterville Municipal Code is hereby repealed and replaced as follows:

301.16 ACCESSORY DWELLING UNITS

The following standards shall apply to detached accessory dwelling units, attached accessory dwelling units, conversion accessory dwelling units, and junior accessory dwelling units.

A. Development Standards

- 1. Foundation. A permanent foundation shall be required for all accessory dwelling units.***
- 2. Passageway. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.***
- 3. Access. Every accessory dwelling unit shall have direct exterior access independent of the exterior access of the primary dwelling.***
- 4. Design. Accessory dwelling units shall be compatible with the architectural style of the primary dwelling. No bare metal, unpainted or unfinished structures are allowed. To determine architectural compatibility, the accessory dwelling unit structure must possess at least three of the following traits in common with the primary dwelling on-site:***
 - a. Wall covering materials.***
 - b. Wall color.***
 - c. Roofing material.***
 - d. Roofing pitch.***
 - e. Structural eaves.***
 - f. Mass and scale of structure relative to structural height.***
 - g. Window characteristics (window shape, operational style, grids, sills, trim).***
- 5. Manufactured Homes. A manufactured home may be used as an accessory dwelling unit provided it meets the standards for new detached accessory dwelling units in this Section.***
- 6. Fire Sprinklers. Fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary dwelling(s). The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in an existing single-family or multifamily dwelling.***
- 7. Utility Connection. All accessory dwelling units shall be connected to public utilities or their equivalent, including water, electric, and sewer services. a. No separate connection between the accessory***

dwelling unit and the utility shall be required for units created within a single-family dwelling, unless the accessory dwelling unit is being constructed in connection with a new single-family dwelling.

8. Garage conversion. When a garage or other accessory structure providing off-street parking is converted to an accessory dwelling unit, the City shall not mandate removal of the existing driveway and related approach.

B. Occupancy and Conveyance Requirements

1. Long-Term Rentals Only. Rental of the accessory dwelling unit created pursuant to this section shall be for a term longer than thirty (30) days.

2. Sale and Conveyance. An accessory dwelling unit may be sold or conveyed separately from the primary residence to a qualified buyer if all the requirements of Government Code section 66431 are met.

C. Detached Accessory Dwelling Units

1. Location. Detached accessory dwelling units must be accompanied by a proposed or existing single-family or multifamily dwelling. An existing dwelling on-site may be classified as the detached accessory dwelling unit upon construction and occupation of a proposed dwelling on-site. Detached accessory dwelling units may be located in an existing accessory structure.

2. Maximum Number of Detached Accessory Dwelling Units a. When accompanied by a proposed or existing single-family dwelling, the maximum number of detached accessory dwelling units shall be one. The detached accessory dwelling unit may be in addition to an existing or proposed attached accessory dwelling unit and an existing or proposed junior accessory dwelling unit. b. When accompanied by a proposed multi-family dwelling, the maximum number of detached accessory dwelling units shall be two (2) per lot. c. When accompanied by an existing multi-family dwelling, the maximum number of detached accessory dwelling units shall be eight (8) per lot. d. In no case shall the total number of primary dwelling and accessory dwelling units exceed four on any given lot zoned for single-family residential uses.

3. Floor Area a. The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater. b. When accompanied by an existing or proposed single-family dwelling, the maximum floor area shall be no more than 1,200 square feet. c. When an existing accessory structure is converted to a detached accessory dwelling unit, the maximum square feet may exceed 1,200 square feet to an amount equal to the square footage of the existing accessory structure to be converted.

4. Minimum Setbacks. The minimum side, street side, and rear yard setback shall be four (4) feet, except when converting or replacing an

existing accessory structure that is less than four (4) feet from the side, street side, or rear yard. Detached accessory dwelling units are not required to be detached from each other but must be detached from the multifamily dwelling.

5. Maximum Height. The maximum height of detached accessory dwelling units shall be as follows:

a. For one-story detached accessory dwelling units, the maximum height shall be sixteen (16) feet. Where the detached accessory dwelling unit is located within one-half (1/2) mile walking distance of a major transit stop or a high-quality transit corridor, as defined in Section 21155 of the California Public Resources Code, or with an existing or proposed multifamily dwelling of more than one-story, the maximum height shall be eighteen (18) feet.

b. For two-story detached accessory dwelling units, the maximum height shall be twenty-five (25) feet.

c. Height Exceptions.

1) An additional two (2) feet in height shall be allowed to accommodate a roof pitch on an accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.

2) When an existing accessory structure is converted to a detached accessory dwelling unit, the maximum height may exceed the limits of Section 9.195.050, subsection (E)(1) to an amount equal to the height of the existing accessory structure to be converted.

6. Parking. One (1) parking space shall be required for use by the detached accessory dwelling unit in addition to the minimum parking required for the primary single-family or multifamily dwelling(s). The surface of the parking space shall be improved and may be covered or uncovered. No parking shall be required in any of the following circumstances:

a. The detached accessory dwelling unit is located within one-half (1/2) mile walking distance of public transit.

b. The detached accessory dwelling unit is located within an architecturally and historically significant historic district.

c. The detached accessory dwelling unit is converting an existing accessory structure.

d. On-street parking permits are required but not offered to the occupant of the detached accessory dwelling unit.

e. There is a car share vehicle located within one block of the detached accessory dwelling unit.

7. Occupancy. If permitted after January 1, 2025, owner-occupancy shall be required in the primary dwelling or the newly created detached accessory dwelling unit. Owner-occupancy shall not be

required if the owner is another governmental agency, land trust, or housing organization.

8. Development Standards. *Detached accessory dwelling units shall comply with all applicable base zone district development standards, including lot coverage, floor area ratio, open space, front setbacks, and minimum lot size, unless application of any one or more of these standards precludes construction of at least an 800 square foot detached accessory dwelling unit.*

D. Attached Accessory Dwelling Units

1. Location. *Attached accessory dwelling units must be accompanied by a proposed or existing single-family or multifamily dwelling.*

2. Maximum Number of Detached Accessory Dwelling Units

a. *When accompanied by a proposed or existing single-family dwelling, the maximum number of attached accessory dwelling units shall be one (1). The attached accessory dwelling unit may be in addition to an existing or proposed detached accessory dwelling unit and an existing or proposed junior accessory dwelling unit.*

b. *In no case shall the total number of primary dwelling and accessory dwelling units exceed four (4) on any given lot zoned for single-family residential uses.*

3. Floor Area

a. *The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater.*

b. *The maximum floor area shall be fifty percent (50%) of the primary dwelling unit floor area, or 1,200 square feet, whichever is greater.*

4. Minimum Setbacks. *The minimum side, street side, and rear yard setback shall be four (4) feet, except when converting or replacing an existing accessory structure that is less than four (4) feet from the side, street side, or rear yard.*

5. Maximum Height. *The maximum height of attached accessory dwelling units shall be two stories and twenty-five (25) feet or the maximum height specified by the base zone district, whichever is lower.*

6. Parking. *No parking shall be required for the attached accessory dwelling unit.*

7. Occupancy. *If permitted after January 1, 2025, owner-occupancy shall be required in either the remaining portion of the primary dwelling or the newly created attached accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.*

8. Development Standards. *Attached accessory dwelling units shall comply with all applicable base zone district development standards, including lot coverage, floor area ratio, open space, front setbacks, and minimum lot size, unless application of any one or more of these*

standards precludes construction of at least an 800 square foot attached accessory dwelling unit.

E. Conversion Accessory Dwelling Units

1. Location. Conversion accessory dwelling units are permitted within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

2. Maximum Number of Conversion Accessory Dwelling Units. The maximum number of conversion accessory dwelling units allowed shall be no more than twenty-five percent (25%) of the number of existing or proposed multifamily units. However, in no case shall less than one conversion accessory dwelling unit be allowed.

3. Floor Area

a. The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater.

b. The maximum floor area shall be fifty percent (50%) of the primary dwelling unit floor area, or 1,200 square feet, whichever is greater.

4. Minimum Setbacks. The minimum side, street side, and rear yard setback shall be four (4) feet, except when converting or replacing an existing accessory structure that is less than four (4) feet from the side, street side, or rear yard.

5. Parking. No additional parking shall be required.

F. Junior Accessory Dwelling Units

1. Location. Junior accessory dwelling units must be accompanied by a proposed or existing single-family dwelling on a lot zoned for single-family use. A junior accessory dwelling unit must be located within the walls of the primary single-family dwelling, including but not limited to, an attached garage.

2. Maximum Number of Junior Accessory Dwelling Units

a. When accompanied by a proposed or existing single-family dwelling, the maximum number of junior accessory dwelling units shall be one. The junior accessory dwelling unit may be in addition to an existing or proposed detached accessory dwelling unit and an existing or proposed attached accessory dwelling unit.

b. In no case shall the total number of primary dwelling and accessory dwelling units exceed four on any given lot zoned for single-family residential uses.

3. Floor Area

a. The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater.

b. The maximum floor area shall be 500 square feet.

4. Parking. *No parking shall be required for the junior accessory dwelling unit.*

5. Exterior Access. *Access shall be provided to the junior accessory dwelling unit independent from the primary dwelling.*

6. Sanitation Facilities. *Sanitation facilities may be separate or shared with the primary dwelling. If shared with the primary dwelling, the junior accessory dwelling unit shall provide an interior entry to the living area of the primary dwelling, separate from the exterior access required to the junior accessory dwelling unit.*

7. Kitchen Features. *An efficiency kitchen shall be provided, including the following minimum features:*

a. A cooktop, refrigerator, and compact sink. A removable hot plate may be considered a cooktop for purposes of this requirement. Appliances shall require no more than a 120-volt electrical connection.

b. Food preparation counter space of a minimum twenty-four (24) inches in width and a minimum of one (1) food storage cabinet of a minimum twenty-four (24) inches in width.

8. Occupancy. *Owner-occupancy shall be required in either the remaining portion of the primary dwelling or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.*

9. Deed Restriction. *A deed restriction shall be recorded on the property which shall run with the land, and a copy of which shall be provided to the planning department. The deed restriction shall include both of the following:*

a. A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family dwelling, including a statement that the deed restriction may be enforced against future purchasers.

b. A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.

SECTION 13: *Section 302.03 of Series 300 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:*

A. Minimum Density Bonus and Composition of Qualifying Projects. *Pursuant to Government Code Section 65915, the City shall grant a density bonus in the following amounts over the otherwise allowable maximum residential density permitted by this Ordinance and the General Plan, and one (1) or more additional concessions or incentives, consistent with Government Code Section 65915 and this section, if the applicant applies for and proposes to construct any one (1) of the following:*

1. Lower Income Units. A density bonus of twenty (20) percent if ten (10) percent of the total units of a housing development are affordable to lower income households, as defined in Health and Safety Code Section 50079.5.
2. Very Low Income Units. A density bonus of twenty (20) percent if five (5) percent of the total units of a housing development are affordable to very low income households, as defined in Health and Safety Code Section 50105.
3. Senior Citizen Housing Development. A density bonus of twenty (20) percent if a housing development qualifies as a Senior Citizen Housing Development, as defined in Civil Code Section 51.3.
4. Moderate Income Units in Condominium and Planned Use Developments. A density bonus of five (5) percent if ten (10) percent of the total dwelling units in a condominium project, as defined in Subdivision (f) of, or in a Planned Development, as defined in Subdivision (k) of Civil Code Section 1351, are affordable to persons and families of moderate income, as defined in Health and Safety Code Section 50093.

B. Additional Sliding Scale Density Bonus. As provided for in Government Code Section 65915(g) the number of units to which the applicant is entitled may exceed the percentage specified in Subsection (a) under the following provisions:

1. Lower Income Dwellings. For each additional one (1) percent increase above ten (10) percent units affordable to lower income households, the density bonus shall be increased by one and one-half (1.5) percent up to a maximum density bonus of thirty-five (35) percent of the maximum allowable residential density for the site.
2. Very Low Income Dwellings. For each additional one (1) percent increase above five (5) percent in the proportion of units affordable to very low income households, the density bonus shall be increased by two (2) and one-half (2.5) percent, up to a maximum of thirty-five (35) percent of the maximum allowable residential density for the site.
3. Condominium and Planned Development Units. For each additional one (1) percent increase above ten (10) percent units affordable to moderate income households, the density bonus shall be increased by one (1) percent, up to a maximum of thirty-five (35) percent of the maximum allowable residential density for the site.

C. Extra Density Bonus. Provided a resulting housing development would not restrict more than 50 percent of the total units to moderate income, lower income, or very low income households, an additional density bonus calculated pursuant to Table 302.03-A or Table 302.03-B shall be granted when an applicant proposes to construct a housing development that conforms to the requirements of Subsections (a) and (b), agrees to include additional rental or for-sale units affordable to very low income households or moderate income households, and meets any of the following requirements:

- 1. The housing development conforms to the requirements of Subsections (a) and (b) and provides 24 percent of the total units to lower income households.**

2. The housing development conforms to the requirements of Subsections (a) and (b) and provides 15 percent of the total units to very low income households.

3. The housing development conforms to the requirements of Subsections (a) and (b) and provides 44 percent of the total units to moderate-income households.

4. An additional density bonus for a housing development that meets the requirements of paragraph (1), calculated as follows. These increases shall be in addition to any increase in density granted by Subsections (a) and (b) and shall be calculated using the number of units excluding any density bonus awarded by this section.

TABLE 302.03-A: EXTRA DENSITY BONUS FOR PROJECTS WITH VERY LOW INCOME UNITS	
Percentage Very Low Income Units	Percentage Density Bonus
5	20
6	23.75
7	27.5
8	31.25
9	38.75
10	38.75

TABLE 302.03-B: EXTRA DENSITY BONUS FOR PROJECTS WITH MODERATE INCOME UNITS	
Percentage Moderate-Income Units	Percentage Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35
12	38.75
13	42.5
14	46.25
15	50

CD. Qualifying Projects-Number of Units. The bonuses under Subsections (a), ~~and (b),~~ **and (c)** are applicable to residential projects of five (5) or more units, and senior housing projects of more than thirty-five (35) units.

DE. Calculation of Density Bonus Units. When calculating the number of permitted density bonus units, all fractional units shall be rounded to the next higher whole number. The applicant who requests a density bonus for a project that meets two (2) or more of the eligibility requirements shall specify whether the bonus shall be awarded on the basis of paragraphs (1), (2), (3), or (4) of Section 302.03.(a), Minimum Density Bonus and

Composition of Qualifying Projects. The density bonus shall not be included when determining the number of target units to be provided in a development project.

EF. Optional Density Bonus. The City may grant a proportionally lower density bonus and/or provide concessions and/or incentives set forth in Section 302.05, Affordable Housing Concessions and Incentives, if an applicant agrees to construct a development containing less than the percentage of housing for lower or very low income households than provided in Subsection (a) of this section.

SECTION 14: Section 302.05 of Series 300 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

A. Number of Incentives or Concessions. Pursuant to Government Code Section 65915, an applicant is entitled to receive incentives and/or concessions as follows:

1. One (1) incentive or concession for projects that include at least ten (10) percent of the total units for lower income households, at least five (5) percent for very low income households, or at least ten (10) percent for persons and families of moderate income in a condominium or planned development; or

2. One (1) incentive or concession for senior citizen housing developments; or

3. Two (2) incentives or concessions for projects that include at least twenty (20) percent of the total units for lower income households, at least ten (10) percent for very low income households, or at least twenty (20) percent for persons and families of moderate income in a condominium or planned development; or

4. Three (3) incentives or concessions for projects that include at least thirty (30) percent of the total units for lower income households, at least fifteen (15) percent for very low income households, or at least thirty (30) percent for persons and families of moderate income in a condominium or planned development.

5. Four (4) incentives or concessions for projects that include at least sixteen (16) percent of the units for very low income households or at least forty-five (45) percent for persons and families of moderate income in a development in which the units are for sale.

6. Five (5) incentives or concessions for one hundred percent affordable developments, including total units and density bonus units, but exclusive of a manager's unit or units, that are for lower income households, except that up to 20 percent of the units in the development, including total units and density bonus units, may be for moderate-income households.

57. The applicant who requests incentives or concessions for a mixed-income project shall specify whether the incentives or concessions shall be awarded on the basis of paragraph one (1), two (2), three (3), ~~or four (4)~~, **five (5), or six (6)** of this section.

SECTION 15: Table 304.04(A) required Parking Spaces of Series 300 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

TABLE 304.04(A): REQUIRED ON-SITE PARKING SPACES	
<i>Land Use Classification</i>	<i>Required Parking Spaces</i>
Residential Use Classifications	
Single-family, Detached Single-family, Attached	2 covered parking for each dwelling unit.
Second Unit	See Section 301.16, Second Dwelling Units.
Multi-family Residential	1 per studio unit. 1.5 per one-bedroom unit. 2 per 2-bedroom or 3-bedroom unit. Additional bedrooms above 3: 0.5 space/bedroom. One space for each unit shall be designated for the unit and covered. One additional guest parking space shall be provided for every 5 units.
Small Family Day Care Home	None, beyond what is required for the residential use.
Large Family Day Care Home	1 per non-resident employee. 1 passenger loading space, on or off-site. (Required spaces are in addition to those required for the primary residential use).
Group Residential	1 per bed, bedroom, or dwelling unit, whichever is greatest, plus 1 guest parking space per 3 units.
Manufactured Home Park	2 on-site spaces for each dwelling unit. At least one required space shall be covered. Tandem parking allowed
Residential Care, Limited	None, beyond what is required for the residential use.
Public and Semi-Public Use Classifications	
Cemetery	To be determined by the Zoning Administrator.
Clubs and Lodges	1 for each 3 permanent seats in main assembly area, or 1 for every 50 sq. ft. of assembly area where temporary or moveable seats are provided.
Colleges and Trade Schools, Public or Private	To be determined by the Zoning Administrator based on parking demand study.
Community Center	To be determined by the Zoning Administrator.
Cultural Institutions	For theaters and auditoriums: 1 for each 3 permanent seats in main assembly area, or 1 for every 50 sq. ft. of assembly area where temporary or moveable seats are provided. Galleries and Museums: 1 for every 400 sq. ft. of floor area. Other establishments: determined by the Zoning Administrator.
Day Care Center	1 per first 5 clients, plus 1 for each additional 10 clients.
Elderly and Long Term Care	For first 10 beds: 1 per 2 beds. Additional beds: 1 additional space for each 4 beds.
Government Offices	1 per 300 sq. ft. of floor area.
Instructional Services	1 per 300 sq. ft. of floor area.
Park and Recreation Facilities, Public	To be determined by the Zoning Administrator.
Public Safety Facilities	To be determined by the Zoning Administrator.

TABLE 304.04(A): REQUIRED ON-SITE PARKING SPACES	
<i>Land Use Classification</i>	<i>Required Parking Spaces</i>
Religious Facilities	1 for each 3 permanent seats in main assembly area, or 1 for every 50 sq. ft. of assembly area where temporary or moveable seats are provided.
Residential Care, General	For first 10 beds: 1 per 2 beds. Additional beds: 1 additional space for each 4 beds.
Schools, Public or Private	Elementary and Middle Schools: 1 per classroom, plus 1 per 250 sq. ft. of office area. High Schools: .35 per student
Social Service Facilities	1 per 2300 sq. ft. of floor area.
Commercial Use Classifications	
Aircraft Sales, Services, and Storage	To be determined by the Zoning Administrator.
Animal Care, Sales and Services	
<i>Kennels</i>	1 per 1,000 sq. ft. of floor area.
<i>Pet Store</i>	1 per 250 sq. ft. of floor area.
<i>Veterinary Services</i>	1 per 250 sq. ft. of floor area.
<i>Artists' Studios</i>	1 per 1,000 sq. ft. of floor area.
Automobile/Vehicle Sales and Services	
<i>Automobile/Vehicle Rentals</i>	1 per 250 sq. ft. of office area in addition to spaces for all vehicles for rent.
<i>Automobile/Vehicle Sales and Leasing</i>	1 per 250 sq. ft. of office area, plus 1 space per 1,000 sq. ft. of indoor or outdoor sales display area. Any accessory auto repair: 2 spaces per service bay. Minimum 5 spaces per dealership.
<i>Automobile/Vehicle Repair, Major or Minor</i>	2 per service bay.
<i>Automobile/Vehicle Washing</i>	Minimum 1 space for automatic facilities, minimum 3 spaces for other facilities, plus 1 space per 250 sq. ft. of any indoor sales, office, or lounge areas.
<i>Large Vehicle and Equipment Sales, Service and Rental</i>	1 per 250 sq. ft. of office area plus 1 per 2,500 sq. ft. of sales display area.
<i>Service Station</i>	2 per service bay, if service bays are included on site. 1 per 200 sq. ft. of any convenience store on site.
<i>Towing and Impound</i>	1 per 500 sq. ft. of building area plus 1 per 0.5 acre of gross outdoor use area.
Banks and Financial Institutions (All subclassifications)	1 per 300 sq. ft. of floor area.
Building Materials Services	1 per 400 sq. ft. of floor area; 1 per 600 sq. ft. of outdoor display area.

TABLE 304.04(A): REQUIRED ON-SITE PARKING SPACES	
<i>Land Use Classification</i>	<i>Required Parking Spaces</i>
Business Services	1 per 300 sq. ft. of floor area.
Commercial Entertainment and Recreation	Establishments with seating: 1 for each 3 permanent seats in main assembly area, or 1 for every 50 sq. ft. of assembly area where temporary or moveable seats are provided. Bowling alleys: 3 per lane. Other Commercial Entertainment and Recreation uses: to be determined by Zoning Administrator.
Eating, Drinking, and Smoking Establishments	
<i>Bars/Night Clubs/Lounges</i>	Minimum 2 spaces. 1 per 75 sq. ft. of customer seating area.
<i>Coffee Shops/Cafes</i>	Minimum 2 spaces. 1 per 100 sq. ft. of customer seating area.
<i>Restaurants</i>	Minimum 2 spaces. 1 per 75 sq. ft. of customer seating area; no parking is required for outdoor seating when seats provided equal 50 percent or less of total indoor seating.
<i>Tobacco Bars</i>	Minimum 2 spaces. 1 per 75 sq. ft. of customer seating area.
Food and Beverage Retail Sales	1 per 250 sq. ft. of floor area.
Funeral Parlors and Mortuaries	1 for each 4 permanent seats in assembly areas, plus 1 per 250 sq. ft. of office area.
Hotels and Motels	1 per each living or sleeping unit, plus 2 spaces adjacent to registration office. Additional parking required for ancillary uses, such as restaurants, according to the parking requirements for the ancillary use.
Light Fleet-based services	1 per 250 sq. ft. of office floor area, plus one space for each fleet vehicle.
Maintenance and Repair Services	1 per 350 sq. ft. of building floor area, plus one space for each fleet vehicle.
Medical Facilities	
<i>Hospital</i>	1 per bed; plus 1 per 250 sq. ft. of area used for office, clinics, testing, research, administration, and similar activities associated with the principal use.
<i>Medical Clinic</i>	1 per 200 square feet
<i>Single Physician Office</i>	1 per 175 square feet
Nurseries and Garden Centers	1 per 250 sq. ft. of floor area, plus 1 per 500 sq. ft. of outside display or greenhouse area.
Offices (All Subclassifications)	1 per 250 sq. ft. of floor area.
Parking, Public or Private	1 per attendant station (in addition to the spaces that are available to public).
Personal Services	1 per 200 sq. ft. of floor area.

TABLE 304.04(A): REQUIRED ON-SITE PARKING SPACES	
<i>Land Use Classification</i>	<i>Required Parking Spaces</i>
Retail Sales	
<i>Less than 50,000 square feet</i>	1 per 250 sq. ft. of floor area.
<i>50,000 square feet or more</i>	1 per 300 sq. ft. of floor area.
Salvage and Wrecking	1 per 500 sq. ft. of building area plus 1 per 0.5 acre of gross outdoor use area.
Sexually Oriented Business	As determined by the Zoning Administrator based upon requirements for the most similar comparable use
Wholesaling and Distribution	1 per 2,000 sq. ft. of floor area.
Industrial Use Classifications	
Construction and Materials Yards	To be determined by Zoning Administrator.
Handicraft/Custom Manufacturing	1 per 2,000 sq. ft. of floor area.
Industry, General	1 per 1,000 sq. ft. of floor area.
Industry, Limited	1 per 1,000 sq. ft. of floor area.
Recycling Collection Facilities	
<i>Recycling Collection Point</i>	Minimum 1 space. Number of additional spaces to be determined by the Zoning Administrator.
<i>Recycling Processing Facility</i>	1 for each 2 employees on the maximum work shift, or 1 per 1,000 sq. ft. of floor area, whichever is greater.
Warehousing and Storage	
<i>Chemical, Mineral, and Explosives Storage</i>	1 per 2 employees or 1 per 200 sq. ft. of office area, whichever is greater.
<i>Indoor Commercial Storage</i>	1 per 1,000 sq. ft. of floor area.
<i>Outdoor Storage</i>	1 per 2 employees or 1 per 200 sq. ft. of office area, whichever is greater.
<i>Personal Storage</i>	1 space per 75 storage units, plus 1 space per 300 square feet of office area. A minimum of 5 spaces shall be provided.
Transportation, Communication, and Utilities Use Classifications	
Airports and Heliports	To be determined by the Zoning Administrator.
Communication Facilities	
<i>Antennae and Transmission Towers</i>	Minimum 1 space for maintenance and servicing. Additional spaces to be determined by the Zoning Administrator.
<i>Facilities within Buildings</i>	To be determined by the Zoning Administrator.
Freight/Truck Terminals and Warehouses	1 for each 2 employees on the maximum work shift, or 1 for each 3,000 sq. ft. of floor area, whichever is greater.
Transportation Passenger Terminals	To be determined by the Zoning Administrator.
Utilities, Major	To be determined by the Zoning Administrator.

TABLE 304.04(A): REQUIRED ON-SITE PARKING SPACES	
<i>Land Use Classification</i>	<i>Required Parking Spaces</i>
Utilities, Minor	None.
Agriculture and Extractive Use Classifications	
Crop and Animal Raising	1 for every 2 employees on the maximum shift.
Mining and Quarrying	1 for every 2 employees on the maximum shift.

SECTION 16: Section 701.02 of Series 700 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

Social Service Facilities. Any noncommercial facility, such as homeless shelters, and emergency shelters, that may also provide meals, showers, and/or laundry facilities. Specialized programs and services related to the needs of the residents may also be provided. This classification excludes transitional housing facilities that provide living accommodations for a longer term. ***This classification includes interim housing options such as navigation centers, bridge housing, and respite and recuperative care.***

This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, APPROVED, AND ADOPTED this 21st day of January, 2025.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

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



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Consideration of the Establishment of a Charter Review Committee

SOURCE: City Manager's Office

COMMENT: At its meeting on December 10, 2024, the City Council approved Mayor Meister's request to consider the formation of a Charter Review Committee to undertake an update to the City Charter, as a Scheduled Matter at its meeting on January 21, 2025.

The most recent updates to the City Charter include an amendment to designate "In God We Trust" as the City's Official Motto in 2008, as well as a comprehensive update in 2014.

The establishment of a Charter Review Committee requires considerations to be made, including the committee's charge and scope, as well as the composition and appointment method of committee members. At the Council's discretion, the charge and scope of the committee could be as narrow or broad as it deems appropriate. The City Council could direct the Committee to only review those items identified by the Council, or it could allow for a broader scope of review and recommendation by the Committee.

Council has discretion in determining the composition of the Committee. There are a variety of options the Council can consider concerning the number of members and criteria for eligibility. In the most recent comprehensive update conducted in 2014, the City Council established a nine-member Charter Review Committee, with eligibility criteria requiring that the committee members be a registered voter within the City of Porterville. When determining the size of the committee, the number of members has varied over the years.

The Council also has the ability to set the appointment method for the Charter Review Committee. The appointment method utilized by the City Council previously, provided each Council Member the ability to appoint one member, with the remaining four members being selected by a majority of the City Council. Alternatively, the Council could utilize the current process in filling other City commission/committee vacancies, with a Council majority selecting all of the members.

In order to place the amendments on the November 3, 2026 ballot,
Item No. 24.

Elections Code requires that the election be called no later than 88 days prior to the election, or August 7, 2026. Based on that deadline, staff has prepared a proposed timeline for Council's consideration. Please note, time buffers are built into the proposed timeline to accommodate unanticipated delays. Should the City Council wish to proceed with the establishment of a Charter Review Committee, staff will bring a draft resolution forward representative of the direction at a future City Council meeting for Council's consideration.

RECOMMENDATION: That the City Council:

1. Provide direction on the establishment of a Charter Review Committee, including the committee's charge and scope;
2. Provide direction on the committee's composition and appointment method; and
3. Provide direction on the proposed ballot measure timeline.

ATTACHMENTS:

1. City Charter
2. Draft Charter Review Committee Timeline

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

CITY CHARTER

Sec. 1. Name Of City; Perpetual Succession.

The municipal corporation now existing and known as the "City Of Porterville" shall remain and continue a body politic and corporate, as at present, in fact and in law, by the name of the "City Of Porterville," and by such name shall have perpetual succession.

Sec. 1.1. City Motto.

"In God We Trust" shall be designated as the official motto of the city of Porterville. (6-24-2008)

Sec. 2. Boundaries.

The boundaries of the city of Porterville shall continue as now established until changed in some manner authorized by law.

Sec. 3. Rights And Liabilities Of Cities; Prior Contracts, Liabilities, Etc., Continued In Effect.

The city of Porterville shall remain vested with and continue to have, hold, and enjoy, all property, rights of property, and rights of action of every nature and description, now pertaining to said municipality, and is hereby declared to be the successor of the same. No right, liability, pending suit or prosecution on behalf of, or against, the city shall be affected by the adoption of this charter. All contracts entered into by the city prior to the taking effect of this charter shall continue in full force and effect.

Sec. 4. General Powers Of City; Official Seal.

The city of Porterville, by and through its council and other officials, shall have and may exercise all powers necessary or appropriate to a municipal corporation and the general welfare of its inhabitants, which are not prohibited by the constitution, and which it would be competent for this charter to set forth particularly or specifically; and the specifications herein of any particular powers shall not be held to be exclusive or any limitation upon this general grant of power. General powers of the city include, but are not limited to, the powers necessary or appropriate to promote the health, welfare and education of its inhabitants. The city shall have and use a common seal and the official seal hereinbefore adopted and now in use by said city shall continue to be the official seal of said city. (3-4-2003)

Sec. 4.1. Intergovernmental Powers.

The city may exercise and perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by agreement or otherwise, with any one or more states or any agency of California, or any governmental jurisdiction or nonprofit corporation thereof, or the United States or any of its agencies or instrumentalities. (3-4-2003)

Sec. 4.2. Liberal Interpretation.

The powers of the city under this charter shall be construed liberally in favor of the city, and the specific mention of particular powers in the charter shall not be construed as limiting in any way any of the powers granted by this charter. (3-4-2003)

Sec. 5. When Elections To Be Held; Special Elections; Procedure For Elections For Local Improvements Or Levies Of Assessment Or Bonded Indebtedness.

General municipal elections shall be held in said city at the same time as the general election for federal offices in the state of California under and pursuant to the general laws of the state of California governing elections in charter cities, so far as the same may be applicable, and except as herein otherwise provided. All other municipal elections that may be held by authority of this charter or of general law shall be known as special municipal elections, and shall be held, substantially as in this charter provided for general municipal elections; providing, however, that special elections to authorize any municipal or local public improvement, or the levy of assessment therefor, or to create a municipal bonded indebtedness, shall be held in conformity with any general law of the state relative thereto under which any such proceeding is instituted by the council, in case such general law provides for the procedure and manner of holding elections thereunder. (4-6-1971; 4-5-1977; 3-4-2003; 7-1-2014)

Sec. 6. Initiative, Referendum And Recall.

Ordinances may be initiated, or the referendum exercised on ordinances passed by the council, under and in accordance with the constitution and general laws of the state. Any elective officer may be recalled from office under and pursuant to the provisions of the constitution and general laws, provided that a special election shall be held at the same time as the recall election, in accordance with the constitution and general laws of the state, for the purpose of electing officers to fill the place or places of the officers sought to be recalled. (4-6-1971; 3-4-2003)

Sec. 7. Elective Officers To Be Residents.

In order to be eligible to hold any elective office in the city of Porterville, a person must be a resident and elector therein, and shall have resided in said city for at least thirty days next preceding the filing of their nominating papers, or equivalent declaration or candidacy, and be an elector at the time of said filing. (4-6-1971; 4-5-1977; 3-4-2003)

Sec. 8. Elective Officers.

The elective officers of the city of Porterville shall be five councilmen, who shall be elected from the city at large at a general

municipal election therein.

Sec. 9. Legislative Body; Composition; Election; Term; Compensation; Ineligibility For Other City Office; President Of Council; Vice-President; Installation Of Newly Elected Officers; Powers To Be Exercised By Council.

The legislative body of the city shall consist of five persons elected at large, which body shall be known as the council.

The members of the council shall be elected by the qualified voters of the city at a general municipal election to be held in the said city at the same time as the general election for federal offices for the state of California. They shall hold office for the period of four (4) years from and after the Monday next succeeding the day of their election and until their successors are elected, and qualified; provided the respective terms of any council member presently serving or elected at the time of the adoption of this amendment shall be extended one additional year to the even-numbered year following the expiration of their respective terms. (3-4-2003; 7-1-2014)

The members of the council shall each receive the sum of twenty dollars (\$20.00) for each council meeting actually attended; the mayor shall receive the sum of twenty- five dollars (\$25.00) for each meeting of the council actually attended, provided, however, that the members of the council shall not receive compensation for more than seven meetings in any one calendar month. In addition, the council shall be reimbursed for necessary expenses incurred for authorized city business. (4-6-1971)

The members of the council shall not be eligible to any other office or employment with the city.

The council shall reorganize at its next meeting following each municipal election and shall choose one of their number to serve as president of the council to be known as mayor. At this time the council shall also choose one of their number to serve as vice-president, and he/she shall act as mayor pro tempore in case of the absence, sickness or other disability of the mayor. The mayor and mayor pro tempore shall serve a two year term, but either may be removed at any time by a majority vote of the council. If the council removes the mayor prior to the expiration of his/her term pursuant to this provision, the council shall choose one of their number to serve as mayor until the next organizational meeting. (3-4-2003)

The council shall meet at its usual meeting place on the first Monday after any municipal election, duly canvass the returns and declare the result thereof, and install the newly elected officers, if any.

All powers granted to and vested in the city of Porterville by law or by the provisions of this charter, shall, except as herein otherwise provided, be exercised by the council to be designated the "Council Of The City Of Porterville." The council shall be the governing body of the city and subject to the express limitations of this charter shall be vested with all the powers necessary or convenient for a complete and adequate system of municipal government, consistent with the constitution of the state. (4-6-1937)

Amendment note - The third paragraph of § 9 was amended April 6, 1971. Formerly said section allowed each council member the sum of \$5.00 for each meeting actually attended, for not more than two meetings in any one month.

Sec. 9.1. Public Participation.

The council shall continue to encourage the organization of and communication with representative neighborhood groups throughout the city to encourage citizen participation, to seek advice and input and to provide information to the public relative to city matters and affairs. (3-4-2003)

Sec. 10. Time And Place Of Council Meetings; Meetings To Be Open To Public; Council To Adopt Rules For Conduct Of Its Own Proceedings.

The council shall provide by ordinance for the time and place of holding its meetings. Special meetings shall be called in accordance with the provisions of general law. There shall be at least one (1) regular meeting in each month. Any regular meeting may be adjourned to a date and hour certain, and such adjourned meeting shall be a regular meeting for all purposes. (4-6-1971)

Except for special meetings with the legislative bodies of other political subdivisions, or informational meetings held within a community in accordance with the Brown act where no action is to be taken, all meetings of the council shall be held at or on publicly-owned facilities, unless by reason of fire, flood, or other disaster, or lack of seating capacity, the public-owned facilities cannot be used for that purpose, and all meetings shall be open to the public. The council shall adopt rules for conducting its proceedings and may punish its members or other persons present at any meeting for disorderly conduct. (4-2-1963; 3-4-2003; 7-1-2014)

Amendment note - The first paragraph of § 10 was amended April 6, 1971, by changing the manner of calling special meetings. Formerly the council provided by ordinance "the manner in which its special meetings may be called." The second paragraph of § 10 was amended March 4, 2003 to allow meeting outside city hall.

Sec. 11. Quorum; Compelling Attendance At Meetings.

A majority of the council shall constitute a quorum for the transaction of business, but a less number may adjourn from time to time and postpone the consideration of or action upon, pending business in like manner. Attendance at meetings of absent members of the council may be compelled in such manner and under such penalties as may be prescribed by ordinance.

Sec. 12. How Council Acts On Legislative Matters; Resolutions; Records Of Votes; Requirement That All Members Vote; How Ordinances Headed; Ordaining Clause; Ordaining Clause Of Ordinances Passed By Initiative; When

Ordinances To Be Passed; Publication; Effective Date Of Ordinances; Certain Matters Required To Be Passed By Ordinance; Repeal Of Ordinances; Revision Of Ordinances; Ordinances To Be Signed By Mayor And Attested By Clerk.

The council shall act in legislative matters by ordinance or resolution only. Other action of the council, unless herein otherwise provided, may be taken by resolution, motion, or order.

The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the record of the proceedings of the council. Upon the request of any member of the council, the ayes and noes shall be taken and recorded upon any vote. All members present at any meeting must vote; provided that no such member of the council shall cast a vote when to do so would be contrary to the applicable provisions of state law, including the laws pertaining to conflict of interest. (3-4-2003)

No ordinance or resolution shall be passed without receiving the affirmative votes of at least three members of the council.

Each ordinance shall be headed by a brief title which shall indicate the purport thereof.

The ordaining clause of all ordinances adopted by the council shall be, "The Council of the City of Porterville do ordain as follows:"

The ordaining clause of all ordinances passed by the vote of the electors of the city, through the exercise of the initiative shall be, "The People of the City of Porterville do ordain as follows:"

No ordinance shall be passed by the council at any time other than at a regular meeting, and until its publication, in a manner and for a time period as determined and set forth by ordinance. (7-1-2014)

Except an ordinance calling or otherwise relating to an election, no ordinance passed by the council of the city of Porterville, except when otherwise specially required by the laws of the state, and except an ordinance for the immediate preservation of the public peace, health or safety, which contains a declaration of, and the facts constituting its urgency and is passed by a four-fifths ($\frac{4}{5}$) vote of the council, and no ordinance granting a franchise, shall go into effect before thirty (30) days from its final passage.

Except as otherwise provided by general law, or this charter, no action providing for the granting of any franchise, or for the establishing or changing fire zones, or for the imposing of any penalty, shall be taken except by ordinance. (3-8-1983)

No ordinance, or portion thereof, shall be repealed except by ordinance. No ordinance shall be revised, reenacted or amended by reference to its title only; but the ordinance to be revised or reenacted, or the section or sections thereof to be amended, or the new section or sections to be added thereto shall be set forth and adopted according to the method provided in this section for the enactment of ordinances, and such revision, re-enactment, amendment, or addition, shall be made by ordinance only.

All ordinances shall be signed by the mayor and attested by the city clerk.

Sec. 13. Legislative Officers; Administrative Officers; Other Officers And Commissions; Consolidation Of Offices.

The legislative officers of the city of Porterville shall consist of five (5) members of the council, one of whom shall act as mayor. In addition, there shall be the following administrative officers who shall be appointed by the council: a city manager, a city attorney and a city clerk.

The council may, by ordinance provide for such other officers as deemed necessary and the council may further establish by ordinance commissions deemed by it to be necessary or proper to aid in the orderly administration of the city of Porterville.

All members of commissions and legislative committees shall be appointed by the council. The council may appoint members to other boards or committees. Administrative officers may appoint members to temporary administrative committees. (3-4-2003)

The council may, at any time, when in its judgment, the interest of the city so demands, by a four-fifths ($\frac{4}{5}$) vote thereof, consolidate by ordinance two or more city administrative offices and place the same in charge of one such officer. (4-2-1963; 4-6-1971; 3-8-1983)

Sec. 14. Official Bonds; Where Filed.

When in this charter not otherwise prescribed, the council shall determine which officers shall give bonds for the faithful performance of their official duties, and shall fix the amount of said bonds. Such officers before entering upon their official duties, shall execute a bond to the city in the penal sum required, which bond shall include any other office of which they may be ex-officio incumbent. Said bonds shall be approved by the council, filed with the city clerk, and paid for by the city; provided, however, that the bond of the city clerk when approved as aforesaid shall be filed with the city treasurer. Nothing in this section shall prevent the authorization or furnishing of a blanket bond to assure the honesty or faithful performance of any of its officers or employees. (3-4-2003)

Sec. 15. Oath Of Office.

Every officer and employee of the city, before entering upon the duties of his/her office shall take and subscribe the oath of offices as provided for in the constitution of the state, and shall file the same forthwith with the city clerk. (4-6-1971; 3-4-2003)

Sec. 16. Vacancies In Office; When Offices Declared Vacant.

A vacancy in any legislative office, from whatever cause arising excluding any vacancy created due to a successful recall election, shall be filled by appointment by the council, such appointee to hold office until the next general municipal election, when a successor shall be chosen by the electors for the unexpired term; provided, that if the council fails to agree or for any other reason does not fill such vacancy within thirty days after the same occurs, then such vacancy shall be filled by the mayor; provided, however, that if for any reason the seats of a majority of the council shall become vacant, then the city clerk shall call a special election at once to fill the vacancies for the unexpired terms, and the same shall be conducted substantially in the manner provided for general municipal elections. (3-4-2003)

If, without permission from the city council, any legislative officer of the city shall remove from the city or absent himself/herself therefrom for more than forty-five (45) days consecutively, or shall fail to attend five (5) consecutive regular city council meetings unless prevented from attending by sickness (but in no case for a period exceeding ninety (90) days), his/her officer shall thereupon become vacant. If for said forty-five (45) day period any legislative officer shall willfully fail or refuse to perform the duties of his office, though able to do so, or shall fail to qualify, or shall resign, or be convicted of a felony or a crime of moral turpitude, or be adjudged mentally incompetent, his/her office shall thereupon become vacant. (3-4-2003; 7-1-2014)

Sec. 17. Appointment And Removal Of Officers And Employees; Grounds Of Removal; Hearing Prior To Removal.

Except as may be otherwise in this charter provided, the affirmative vote of three (3) members of the council shall be required for the appointment of or the removal of any administrative officer for cause. "For cause" includes, but is not limited to, refusal to perform the duties of his/her office, being adjudged mentally incompetent, or being convicted of a felony or crime of moral turpitude. The administrative officer is entitled to a hearing before the council on the validity of the grounds providing the basis for removal for cause. (3-8-1983; 3-4-2003)

The council may remove any of its administrative officers at its pleasure, without cause stated or at hearing had, by the affirmative vote of four members cast in favor of such removal, and the determination of the council in such matters shall be final and conclusive. (3-8-1983)

Editor's note - Prior to its complete restatement by an amendment adopted March 8, 1983, § 17 had been amended February 5, 1935, and April 6, 1971.

Sec. 17-A. Retirement Age For City Employees.

Repealed March 8, 1983.

Sec. 17A. Retirement Age For City Employees Effective April 2, 1975.

Repealed March 8, 1983.

Sec. 18. Compensation Of Appointive Officers And Employees; Limitation As To Least Amount Of Compensation; Fees Abolished.

The council shall fix the compensation of all appointees and employees except officials and members of boards, commissions and committees serving gratuitously. Said compensation shall be fixed, increased or changed by resolution, adopted by a three-fifths ($\frac{3}{5}$) vote of the council. (4-6-1971; 3-4-2003)

The duties or the minimum compensation of any appointive official shall not be so established by the council as to in effect abolish the office.

The salary of any appointive official or employee of the city shall cease forthwith with his/her removal or resignation from office or employment, provided, however, that the city manager may be entitled, if authorized by the city council, to severance pay in an amount not to exceed the equivalent of 12 months' salary, subject to any other restrictions set forth by state law. (3-4-2003; 7-1-2014)

No officer or employee shall be allowed any fee, perquisite, emolument, or stipend, in addition to, or save as embraced in the salary or compensation fixed for such office by the council, if a council appointee, or the manager if a manager appointee, and all fees received by such officers or employees in connection with his/her official duties shall be paid by him/her into the city treasury, and a written report made of same, provided, however, that rewards which have been publicly offered for the apprehension of criminals may be received by the officer or officers making the apprehension, after deducting therefrom any expense that the city may have sustained in the matter. (2-5-1935; 4-6-1971; 3-4-2003)

Amendment note - The first and fifth (now fourth) paragraphs of § 18 were amended April 6, 1971. Formerly compensation was fixed, increased or changed by ordinance. The former second paragraph of § 18, which authorized the city manager to fix the compensation of his appointees, was repealed.

Sec. 19. Duties Of The Mayor Generally.

The mayor shall be the executive head of the city. In case of riot, insurrection, extraordinary emergency, or other disaster, he/she shall be responsible for making a public declaration of a state of emergency and shall assume all other responsibilities required of him/her pursuant to the city's disaster plan. (3-4-2003)

In the name and on behalf of the city, he/she shall sign all contracts, deeds, bonds and other legal instruments in which the city is a party. (3-4-2003)

He/she shall represent the city at all ceremonial functions of a social or patriotic character when it is desirable or appropriate to have the city represented officially thereat. (2-5-1935; 3-4-2003)

In the absence of the mayor, for whatever reason, the vice president of the council shall assume the duties as mayor pro tempore. (3-4-2003)

Sec. 20. City Attorney; Qualification; Duties; Assistant Attorney.

The city attorney shall be an attorney-at-law, admitted to practice as such before the supreme court of the state, and who has been in actual practice therein for at least three years next preceding his/her appointment. All other things being equal, an attorney who has had special training or experience in municipal corporation law shall be appointed to this office if practicable. The city attorney shall be legal advisor of the council, and all other city officials. He/she shall prosecute all violations of city ordinances and shall draft all contracts and other legal documents and instruments, required by the council or the city manager. He/she shall perform such other legal services as the council may direct and shall attend all meetings of the council unless excused therefrom by three members thereof or by the mayor.

When from any cause the city attorney is unable to perform the duties of his/her office, he/she may, with the consent of the council, appoint some other qualified attorney to temporarily act in his/her place and whenever in the judgment of the council, the interests of the city require it, it may employ assistant counsel.

The city attorney shall deliver all books, records, papers, documents and personal property of every description, owned by the city, to his/her successor in office, and the city shall provide a means of safe-guarding the same.

He/she shall possess such other powers, and perform such additional duties, not in conflict with this charter as may be prescribed by ordinance. (3-4-2003)

Sec. 21. City Manager; To Become Resident; Powers And Duties; Bond.

The city manager shall be the administrative head of the city government. The city manager shall establish residency in the city of Porterville within a reasonable period of time within the discretion of the council. His/her powers and duties shall be as follows:

- (a) To see that all ordinances are enforced.
- (b) To appoint except as otherwise provided in this charter, all heads of departments, subordinate officials and employees, and remove the same, except as otherwise herein provided, and have general supervision and control over the same.
- (c) Repealed. (4-6-1971)
- (d) To see that all the provisions of all franchises, permits, and privileges granted by the city are fully observed, and report to the council any violation thereof.
- (e) To act, as purchasing agent for the city, should he/she be so appointed by the council.
- (f) To attend all meetings of the council unless excused therefrom by the council or mayor.
- (g) To examine or cause to be examined, without notice, the conduct of any officer or employee of the city.
- (h) To keep the council advised as to the needs of the city.
- (i) To devote his/her entire time to the interests of the city.
- (j), (k) Repealed. (4-6-1971)
- (l) Repealed. (3-4-2003)
- (m) To possess such other powers and perform such additional duties as are prescribed by this charter, or may be prescribed by ordinance. (2-5-1935)
- (n) Repealed. (4-6-1971)

Sec. 22. City Manager Pro Tem.

In case of an illness, scheduled vacation or scheduled absence from the city of the city manager, for a period of up to thirty (30) days, the individual designated as the deputy city manager shall serve as city manager pro tem. In the event that a deputy city manager has not been designated or the deputy city manager is otherwise unable to serve, the city manager shall appoint one of the existing directors of the city departments to serve as city manager pro tem. (3-4-2003)

In the case of any other absence, excluding a vacancy of the city manager position, from the city of the city manager, or his/her temporary disability to act as such, the council shall appoint a city manager pro tem, who shall possess the powers and discharge the duties of the city manager during such absence or disability only; provided, however, that a city manager pro tem shall have no authority to appoint or remove any city department director except with the unanimous formal approval of all of the members of the council. In the event that the city manager position is vacant, the council shall appoint a city manager or acting/interim city manager in accordance with sections 13 and 17 of this charter. (3-4-2003)

Sec. 23. City Clerk; To Be Clerk Of The Council When So Appointed; Duties; To Keep Corporate Seal.

The city clerk shall be clerk of the council when so appointed by the council. (3-4-2003)

It shall be the duty of the city clerk to attend all sessions of the council and keep a full and correct record of the proceedings of each of said bodies. The proceedings of the council shall be kept in a book marked "Minutes of the Council." He/she shall keep a book marked "Ordinances" into which he/she shall copy all city ordinances certifying that each such copy is a full and correct copy of the original ordinance, and stating that the same has been published as required by law. Said record copy, so certified, shall be prima facie evidence of the contents of the ordinance, and of its passage and publication and shall be admissible as such evidence in any court or proceedings. Such record shall not be filed but shall be returned to the custody of the city clerk. He/she shall also keep a book marked "Resolutions," into which he/she shall copy all resolutions passed by the council. Both the books containing ordinances and resolutions, shall be adequately and comprehensively indexed. He/she shall conduct promptly, and keep a systematic record of all correspondence between the council and third parties relating to city business.

He/she shall be the keeper of the corporate seal of the city, and shall affix the same to instruments or writings requiring authentication. He/she shall safely keep all records, documents, ordinances, resolutions, books and such other papers and matters, as may be regularly delivered into his/her custody or required by law or ordinance to be filed with him/her. (4-2-1963; 4-6-1971; 3-4-2003)

Amendment note - The first paragraph of § 23 was amended April 6, 1971 by the addition of the words "when so appointed by the council." The former fourth paragraph of § 23 relating to the clerk's duties as assessor, was repealed April 6, 1971.

Sec. 24. Director Of Finance; Payment Of Demands; To Check Annual Tax Roll.

The city manager shall appoint the director of finance of the city, who shall serve as the general accountant of the city. He/she shall receive and preserve in his office all accounts, books, vouchers, documents and papers relating to the accounts of the city, its debts, revenues and other financial affairs. He/she shall keep an account of all moneys paid into and out of the treasury; and keep informed as to the exact condition of the treasury at all times. (4-6-1971)

Every demand upon the treasury, before its approval by the council, must be presented to the director of finance, who shall satisfy himself/herself whether the money is legally due, and its payment authorized by law. If satisfactory, he/she shall draw a warrant upon the treasury for the payment thereof. Every demand approved by the director of finance shall specify on its face the several items composing it, with the amounts and dates thereof. The approval of the council shall not be necessary to draw warrants for the payment of regular salaries of officials and employees of the city, or for payment of any obligation previously authorized by law, or by resolution or order of the council. (4-6-1971)

He/she shall render each month a statement to the council showing the financial condition of the city, and annually a like statement covering all of the financial transactions of the city during the year previous.

After the annual tax roll has been completed, and before it is deposited with the collector, the director of finance shall make a check of the roll correcting any errors that may be found and endorse same with his/her approval. (4-6-1971; 3-4-2003)

Amendment note - The first, second and fourth paragraphs of § 24 were amended April 6, 1971. Formerly the auditor was the general accountant of the city who performed the duties set out in the section.

Sec. 25. City Treasurer; Appointment; Duties; Bond.

Repealed April 6, 1971.

Sec. 26. Repealed April 2, 1963.

Sec. 27. Chief Of Police; Duties; Appointment And Removal Of Subordinates; To Make Rules And Regulations.

Repealed April 6, 1971.

Sec. 28. Fire Chief; Appointment; Duties And Powers.

Repealed April 6, 1971.

Sec. 29. Collector; Duties.

Repealed April 6, 1971.

Sec. 30. City Engineer; Powers And Duties.

Repealed April 6, 1971.

Sec. 31. Office Of Purchasing Agent Authorized; Duties Of Heads Of Offices To Submit Estimates To Agent; Duties Generally; Competitive Bidding; Preference To Local Merchants.

Repealed April 6, 1971.

Sec. 32. Street Superintendent.

Repealed April 6, 1971.

Sec. 33. Qualifications Of Health Officer; Duties.

Repealed April 6, 1971.

Sec. 34. Vacations.

Repealed April 6, 1971.

Sec. 35. Additional Duties Of Officers.

Besides the duties herein specified, all officers and boards shall perform such other appropriate duties as may be prescribed by ordinance or the general laws.

Sec. 36. Officers And Employees To Continue In Office Until Successor Elected Or Qualified.

Until the election or appointment and induction into office of the officers and employees in this charter provided for, the present officers and employees shall without interruption, continue to perform the duties of their respective offices and employments for the compensation provided by existing ordinance or laws.

Sec. 37. Resignations From Office; Candidates For Office Not Required To Resign From Other Office Prior To Appointment Or Qualification; When Resignation Effective.

Repealed April 6, 1971.

Sec. 38. Officers And Boards Having Power To Administer Oaths And Issue Subpoenas; Contempt Proceedings.

Repealed March 8, 1983.

Sec. 39. Fiscal Year.

The fiscal year of the city shall commence on the first day of July of each year, or at such other time as may be fixed by ordinance. (3-4-2003)

Sec. 40. Taxation To Conform To General Laws Of The State.

Except as otherwise herein provided the council shall, by ordinance, provide a system for the assessment, equalization, levy, and collection of taxes, which, as nearly as may be, shall conform to the system provided by the general laws of the state; provided, that all sales for delinquent taxes shall be made to the city of Porterville. Should the council fail to fix the tax rate within the time prescribed, then the tax rate of the previous year shall constitute the rate for the current year.

Sec. 41. Board Of Equalization.

Repealed March 4, 2003.

Sec. 42. Annual Tax Levy To Be Affixed.

The council, not later than its second regular meeting in August, shall fix a rate of taxation sufficient to raise the amounts established by council action pursuant to section 44. The council shall notify the county assessor who shall thereupon compute and carry out the amount of tax so levied on each parcel of property contained in the assessment roll for the city. (4-6-1971; 3-4-2003)

Amendment note - On April 6, 1971, § 42 was amended by changing the meeting date from the first regular meeting in September to the second regular meeting in August.

Sec. 43. Limitation On Tax Levy.

Repealed March 4, 2003.

Sec. 44. Limitation On Special Tax Levies; Enumeration Of Purposes For Which Special Taxes May Be Levied.

The council shall have the power to levy and collect taxes, in addition to the taxes herein or by general law authorized to be levied and collected, sufficient to pay and maintain the sinking fund of the bonded indebtedness of the city; and for the following purposes: (4-6-1971)

(a) For the support and maintenance of the fire department, for fire protection purposes, at the rate of not more than three mills on each dollar of the assessed valuation of the real and personal property within the city; (4-6-1971)

(b) For the acquisition, construction and maintenance, as the case may be, of permanent public improvements, of real property, of public buildings and structures, and of public offices, including equipping and furnishing the same, at the rate of not more than two mills on each dollar thereof;

(c) For the maintenance and support of free public libraries and reading rooms in said city, at the rate of not more than two mills on each dollar thereof.

(d) For the maintenance and support of free public parks and playgrounds in said city, at the rate of not more than two mills on each dollar thereof;

(e) For music, entertainment, and promotion, at the rate of not more than one mill on each dollar thereof. (2-5-1935; 4-5-1949)

Amendment note - The first paragraph and subsection (a) of § 44 were amended April 6, 1971. In the first paragraph the words "at not to exceed the following rates" was deleted. In subsection (a), the rate was changed from five mills to three mills and the firemen's relief fund was eliminated as a purpose.

Sec. 45. Taxes And Assessments To Constitute A Lien; Foreclosure.

All taxes and assessments levied, together with any percentages imposed for delinquency and cost of collection, shall constitute liens on the property assessed; every tax upon the personal property shall be a lien upon the real property of the owner thereof. The liens provided for in this section shall attach as of the first Monday in March each year and may be enforced by actions to foreclose such liens in any court of competent jurisdiction, or by a sale of the property affected and the execution and delivery of all necessary certificates and deeds therefor, under such regulations as may be prescribed by ordinance; provided that when real estate is offered for sale for city taxes due thereon the same shall be sold to the city in like case and manner, and with like effect and right of redemption as it may be struck off and sold to the state when offered for sale for county taxes; and the council shall have power to provide by ordinance for the procedure to be followed in such sales to the city and redemption thereafter.

Sec. 46. Disposition Of City Money.

All moneys collected for the city by any officer or department thereof shall be paid into the treasury daily if possible, and at least once each week.

Sec. 47. Application Of Surplus Bond Money.

All moneys derived from the sale of bonds, including premiums and accrued interest, shall be applied to the purposes for which the bonds were voted. After such purposes have been fully completed and paid for, any remaining surplus shall be transferred to the bond and interest redemption fund.

Sec. 48. Payment Of City Money; Expenditures And Indebtedness; Presentation Of Demands; Warrants On Treasury.

No money shall be expended on behalf of the city, for any purpose, unless and until the same shall have been authorized by a majority vote of the council; provided that following every council election, the city council may, by a majority vote, adjust the amount of money that may be expended on behalf of the city, without prior specific council authorization. (3-4-2003; 7-1-2014)

The city council, by resolution by a majority vote of the council, shall establish the maximum amount of money to be expended on behalf of the city without first requiring specific council authorization, except as otherwise provided for in this charter; provided further that said maximum amount once established by resolution shall not be adjusted until after each general council election. (7-1-2014)

No indebtedness shall be incurred on behalf of the city, for any purpose, unless and until the same shall have been authorized by resolution by a four-fifths ($\frac{4}{5}$) vote of the council; provided that following every council election, the city council may, by a four-fifths majority vote, adjust the amount of indebtedness that may be incurred, on behalf of the city, without prior specific council authorization. (7-1-2014)

The city council, by resolution approved by a four-fifths vote of the council, shall establish the maximum amount of indebtedness to be incurred on behalf of the city without first requiring specific council authorization, except as otherwise provided for in this charter; provided further that said maximum amount once established shall not be adjusted until after each general council election, and then only by resolution by a four-fifths majority vote. (3-4-2003; 7-1-2014)

Indebtedness evidenced by general obligation bonds shall be incurred by the city only if approved by the city council and authorized by the voters as required by the constitution and general laws of the state. (7-1-2014)

All demands against the city shall, before being paid, be presented to and approved by the proper board, commission or officer, as herein provided. Demands for which no appropriation has been made shall be presented to the city manager, provided, that any person dissatisfied with the refusal of the city manager to approve any demand, in whole or in part, may present the same to the council, and the approval of such demand by the council shall have the same effect as its approval by the city manager; and provided further, that if the council shall provide for other boards or commissions, it may make provision for the presentation to and approval by any such board or commission of demands for liabilities incurred by them. (7-1-2014)

The council may provide for a revolving cash fund as authorized by ordinance by four-fifths majority vote of the council; provided that effective January 1, 2004, and following every council election thereafter, the city council may, by a four-fifths majority vote, adjust the revolving cash fund. The amount shall be paid to the city manager, and used by him/her for the payment in cash, of expenditures provided for in the budgets that cannot conveniently be paid otherwise. He or she shall account to the council for all payments by him or her out of said fund when making demand for the replenishment of the same, and at such other times as the council may require, and they shall thereupon be charged against the proper appropriations. (3-4-2003; 7-1-2014)

All demands approved by the proper board, commission or officer shall be presented to the director of finance, who shall examine the same, and if the amount thereof is legally due and there remains on his books an unexhausted balance or an appropriation against which the same may be charged, he/she shall approve such demand and draw and sign his warrant on the treasurer therefor, payable out of the proper fund. Objections of the director of finance to any demand may be overruled by the council, and the director of finance shall thereupon draw his warrant as directed by the council. Such warrants, when presented to the treasurer, shall be paid by him/her out of the fund therein designated, if there be sufficient money in such fund for that purpose. A warrant not paid for lack of funds shall be registered, and all registered warrants shall be paid in the order of registration when funds are available therefor; all such registered warrants shall bear interest at the rate of six

percent (6%) per annum. The director of finance shall draw his/her warrants for payment of municipal or other bonds payable out of the funds in the treasury upon presentation and surrender of the proper bonds or coupons without approval of anybody or officer. The council may make further regulations by ordinance regarding the presentation, approval and payment of demands against the city. (3-4-2003; 7-1-2014)

Sec. 49. Monthly Financial Reports Required.

All officers required by this charter or by ordinance to submit monthly financial reports to the council, shall submit the same in duplicate, and upon their approval by the council, one of each of such duplicate reports shall be posted forthwith in the office of the city clerk in such manner as to be readily accessible to the public, and shall remain so posted until the approval by the council of the next succeeding financial report when the same procedure shall be followed in relation thereto. The council, in addition to such posting, may, in its discretion, cause any of such reports to be published at any time.

Sec. 50. Approving Illegal Claims To Forfeit Office.

Every officer who shall wilfully approve, allow or pay, any demand on the treasury not authorized by law, shall be liable to the city individually and on his/her official bond for the amount of the demand so approved, allowed, or paid, and shall forfeit his/her office and be forever disbarred from holding any position in the service of the city.

Sec. 51. Annual Budget Contents; Publication.

Not later than thirty days before the end of the city's fiscal year, the city manager shall submit to the council an estimate of the expenditures and revenues of the city departments for the ensuing year. This estimate shall be compiled from detailed information obtained from the several departments on uniform blanks to be furnished by the manager. (4-6-1971; 3-4-2003)

Sufficient copies of such estimate shall be prepared and submitted that there may be copies on file in the office of the council for inspection by the public, unless the council shall publish the same in a newspaper.

After duly considering the estimate and making such corrections or modifications thereto as shall seem advisable to it, the council shall by resolution adopt a general budget and such resolution shall operate as an appropriation of funds to the amounts and for the purposes set forth in the budget so adopted. At any meeting after the adoption of the budget, the council, by a vote of three (3) members, may amend or supplement so as to authorize the transfer of unused balances for one purpose to another purpose or to appropriate available revenues not included in the budget. (3-4-2003)

Amendment note - On April 6, 1971, the first paragraph of § 51, was amended by deleting the second sentence relating to classification of the estimated expenditures.

Sec. 51A. General Reserve Fund; Purposes.

Repealed April 6, 1971.

Sec. 52. Uniform Accounts And Reports.

Repealed April 6, 1971.

Sec. 53. Written Investment Policy.

The city manager shall recommend and the city council by resolution shall adopt a policy to govern the investment of all city monies, which policy shall be consistent with applicable state law and shall, at a minimum, provide for the investment of all monies in such a manner as to assure the preservation and safety of principal and the integrity of record keeping; identify the types of allowable investments; and provide for the safekeeping of securities. (3-4-2003)

Sec. 54. Applicability Of General Laws.

All general laws of the state applicable to municipal corporations now or hereafter enacted, and which are not in conflict with the provisions of this charter or the ordinance of the city hereafter enacted shall be applicable to the city. The council may adopt and enforce ordinances which in relation to municipal affairs, shall control as against general laws of the state.

Sec. 55. Repealed April 2, 1963.

Sec. 56. Public Library.

The free public library of the city of Porterville shall be established, conducted, carried on, managed and operated in accordance with rules, regulations and ordinances passed and adopted by the council of the city of Porterville. (4-7-1959)

Sec. 57. Park Commission; Composition; Term; Powers And Duties; Authority To Accept Donations, Legacies Or Bequests.

Repealed April 6, 1971.

Sec. 58. Pensions.

The council shall have and is hereby granted full power and authority to establish, regulate, maintain, revise and amend, a retirement, disability, death benefit and pension system, or either or any of them, for its elective and appointive officers and employees of the city of Porterville and their dependents. Authority and power is hereby vested in the city of Porterville, its council, its officers, agents and employees to do and perform any act or exercise any authority granted, permitted or required whereby the city of Porterville may fully participate in a retirement, disability, death benefit and pension system for

its employees.

A system for retirement, disability, death benefit and pension rights for employees and their dependents authorized by this section when established by the council, shall not be terminated without securing the approval of a majority of the electors of the city of Porterville at an election held therefor, except as may be permitted by applicable state law. (4-6-1971; 7-1-2014)

The city shall levy and collect taxes sufficient to pay all costs and expenses required to be paid by the city of Porterville to enable the city of Porterville to participate in any such retirement, disability, death benefit or pension system established, set up or maintained by, for or on behalf of the city of Porterville and the limitations of section forty-three of the charter of the city of Porterville, with respect to levying and collecting of municipal taxes, shall not apply to any tax authorized by this article. (4-9-1951; 4-10-1961)

Amendment note - The second paragraph of § 58 was amended April 6, 1971, by eliminating the former first sentence pertaining to employees of the Porterville Public Library.

This section shall be construed in accordance with the California constitution and shall be deemed to allow the city to create, eliminate, or modify its pension and retiree healthcare benefits to the fullest extent permitted by the California constitution and applicable law. (7-1-2014)

Sec. 59. Employment Of Certified Public Accountant To Audit City Books.

The city council shall employ a certified public accountant annually to investigate the accounts and transactions of all city officers and employees having the collection, custody or distribution of public money or property, or the power to approve, allow or audit demands on the city treasury. (2-5-1935; 4-2-1963; 4-6-1971)

Amendment note - On April 6, 1971, § 59 was amended by the addition of the word "council" following the second word of the section.

Sec. 60. Financial Interests Prohibited.

City officers and employees are prohibited from having a financial interest in any contract, sales or purchases in accordance with applicable state law. (3-4-2003)

Sec. 61. Competitive Bidding For Contract Work For Erection, Improvement And Repair Of Public Buildings, Etc., Where The Amount Is In Excess Of Five Thousand Dollars.

When a required expenditure exceeds five thousand dollars, it shall be contracted for and let to the lowest responsible bidder after notice. (4-6-1971)

As used in this section public project means a project for the erection, improvement and repair of public buildings and works; work in or about streams, embankments, or other work for protection against overflow; street sewer work except maintenance or repair; furnishing supplies or materials for any such project, including maintenance or repair of streets, sewers or water lines.

The council may reject any or all bids presented and may, at its discretion, readvertise for other bids, or, the council may, after rejecting bids, determine and declare by a four-fifths ($\frac{4}{5}$) vote of all of its members that the work in question may be more economically or satisfactorily performed by day labor, or the labor or materials purchased at a lower price in the open market and after the adoption of a resolution to this effect it may proceed to have the same done in the manner stated without further observance of the foregoing provisions of this section.

The notice inviting sealed bids shall set a date for the opening of bids; the first publication shall be at least ten (10) days before the date of the opening of the bids; shall be published at least twice not less than five (5) days apart in the official newspaper selected by the council.

In case of a great public calamity, such as an extraordinary fire, flood, storm, epidemic or other disaster, the council may, by resolution passed by a vote of four-fifths ($\frac{4}{5}$) of its members, determine and declare that the public interest or necessity demands the immediate expenditure of public money to safeguard life, health, or property, and thereupon they may proceed without advertising for bids or receiving the same, to expend, or enter into a contract involving the expenditure of any money required in such emergency, on hand in the city treasury and available for such purpose. (4-10-1961)

Amendment note - The first paragraph of § 61 was amended April 6, 1971 by increasing the amount from \$2,500.00 to \$5,000.00.

Sec. 62. Public Improvements.

The improvement widening and opening of streets, the planting, care, and maintenance of trees, and the making of any other public improvement may be done and assessments therefor may be levied in conformity with and under the authority conferred by general laws; provided, however, that the council may by ordinance adopt a procedure for the improvement and repair of streets, alleys or other public places, the laying of pipes, or conduits or for the planting, care or maintenance of trees, or for the removal of dirt, rubbish, weeds and other rank growth and materials which may injure or endanger neighboring property or the health or the welfare of inhabitants of the vicinity, from buildings, lots and grounds and the sidewalks opposite thereto and for making and enforcing assessments against property benefitted or affected thereby, or from which such removal is made, for the cost of such improvements or removal and may make such assessments a lien on such property superior to all other claims or liens thereon, except state, county and municipal taxes, but no such ordinance

shall prevent the council from proceeding under general laws for said purposes.

Sec. 63. Franchises; Limitation On Renewals.

Every franchise or privilege to construct, maintain, or operate, any means or method of transportation in or over any street, lane, alley or other public place within the city or to lay pipes or conduits, or erect poles or wires or other structures in or across any such public way or place, for the transmission of gas, electricity, or other commodity, or for the use of public property or places now or hereafter owned by the city, shall be granted under and in pursuance of the general franchises; provided, no new franchise or the renewal of any existing franchises shall be granted except upon the condition that at least two percent of the gross annual receipts derived from the use of such franchise shall be paid to the city. In all cases the applicant for a franchise shall advance the cost of advertising the same.

Every such franchise shall require the grantee thereof to agree to a joint use of its property with others, wherever practicable, and nothing herein shall be construed as prohibiting the council from requiring other conditions in granting the same not inconsistent with the constitution and general laws. No franchise or privilege so granted shall be sold, leased, assigned or otherwise alienated, without the express consent of the council given by ordinance and subject to referendum.

Sec. 64. When Franchise Required.

No person, firm, or corporation shall exercise any franchise or privilege, except to the extent he or it may be entitled to do so by the constitution of the state, or of the United States, in, upon, under, over, or along any street, public way, or public place in the city without having first obtained a grant therefor as provided in this charter and by general law.

Sec. 65. Newspaper Advertising And Printing.

The council shall advertise annually for the submission of sealed proposals or bids from newspapers of general circulation in the city, for the publication of all ordinances and other legal notices required to be published. The newspaper to whom such contract is awarded shall be known and designated as the official newspaper. The rates for publishing public notices shall not exceed the customary rates charged for publishing legal notices of a private character. (3-4-2003)

Contracts for legal advertising shall be awarded to the lowest responsible bidder, provided no contract for legal advertising shall be awarded to any newspaper except a daily newspaper of general circulation, as defined by the Government Code. (4-6-1971)

Amendment note - The first paragraph of § 65 was amended April 6, 1971 by inserting the word "legal" before the word, "advertising"; by substituting "Government Code" in lieu of "Section 4460, of the Political Code." The former third paragraph reading, "Required printed office supplies may be purchased either through bids and contract, or by purchase in the open market," was repealed April 6, 1971.

Sec. 66. Public Records; Delivery And Safekeeping Of Documents.

The public shall have access to public records kept and maintained by the city in accordance with the law. (3-4-2003)

Sec. 67. Interference With Performance Of Duties Of City Manager; Interference By City Manager In Elections.

No member of the council shall in any manner attempt to influence or coerce the city manager in the making of any appointment or the purchase of supplies in accordance with applicable state and federal law. (3-4-2003; 7-1-2014)

The council shall deal with the administrative functions of the city through the city manager. The council shall only have direct contact with the directors of the city's departments for the purpose of asking questions. (3-4-2003; 7-1-2014)

Any city council member violating the provisions of this section, or voting for a resolution or ordinance in violation of this section shall be guilty of a misdemeanor and, upon conviction, shall cease to be a council member. Additionally, any city council member violating this section may be subject to civil remedies as specified in section 74. (7-1-2014)

Section 67.1. Political Activities By Legislative And Administrative Officers, Employees.

Political activities of and campaign contributions by the city's legislative officers, administrative officers, and employees shall be governed in accordance with applicable state and federal law. All legislative and administrative officers and all city employees are prohibited from engaging in political activities during working hours. City officers and employees are prohibited from engaging in political activities at their work place. (3-4-2003; 7-1-2014)

Furthermore, city officers and employees are prohibited from engaging in political activities on city properties, provided this prohibition does not pertain to property that is otherwise open to the public for the purpose of engaging in political activities. (3-4-2003; 7-1-2014)

Sec. 68. Leases Of City Property.

In every lease of city property the basic amount of rental shall be fixed by the council.

All indentures of lease shall provide that the council may terminate the same at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee appraiser appointed by the lessee.

In the event of their failure to agree upon the market value of the improvements within thirty days from and after their

appointment, said two appraisers may appoint a third appraiser as a member of said board, and the determination of the majority of said board of appraisers, as to the market value of the improvements, shall be final and conclusive and binding on all concerned. Should the two appraisers appointed by the council and the lessee respectively, fail for forty days from and after their appointment to agree upon the market value of the improvements or to appoint a third appraiser, then upon the petition in writing of either party to any such lease, a judge of the superior court of Tulare County is hereby empowered to appoint the third appraiser upon such board; provided, however, that the council shall not terminate any such lease or repossess any such premises except for a public use and purpose; provided, further, that no lease of city property shall be made for a maximum term of more than fifty years. (4-2-1963; 4-6-1971)

Amendment note - The second paragraph of § 68 was amended April 6, 1971, by substituting "maximum term" in lieu of "term" in the last proviso clause.

Sec. 69. Inventory Of City Property.

At the time for preparing and submitting the budget, as prescribed by this charter, a complete inventory of all personal property belonging to the city shall be prepared and filed with the city clerk, and such inventory shall be submitted to the council by the city manager at the time of the submission of the annual budget. Such inventory shall be prepared under the direction of the city manager, and all chief officials and department heads of the city shall be responsible for making and transmitting to the city manager a full and correct inventory of all city personal property in their possession or under their control.

Sec. 70. Equipment.

Repealed April 6, 1971.

Sec. 71. Zoning Authorized.

The council of the city of Porterville shall have the power to establish such zoning systems within the city as may in its judgment be most beneficial, and in such zoning systems may prohibit the erection or maintenance of any class or classes of buildings within certain areas, and may classify, and reclassify the zones established. The council may also prescribe the character of materials and methods of construction of buildings erected within any zone area, and may establish setback lines as it may consider necessary and proper. (4-6-1971)

Sec. 72. Suspension Of Employees From Office And Fines.

Repealed March 8, 1983.

Sec. 73. Natural Or Other Disasters.

The city shall have in place a disaster plan, consistent with county, state and federal policies, to be implemented in the event of an emergency or disaster.

Sec. 74. Violations.

This section shall apply only if a penalty/violation is not otherwise explicitly provided for in the charter. A violation of any provision of this charter shall be a misdemeanor with maximum fines and imprisonment as allowed by law, except that such violation may be prosecuted as an infraction, at the discretion of the city attorney. (7-1-2014)

Any violation of this charter may be prosecuted in the name of the people of the state of California or may be redressed by the city through any legal or equitable remedies; including but not limited to civil action and/or injunction, or administrative citation in accordance with adopted city ordinances. To the fullest extent allowed by law, civil remedies may be utilized in addition to or as an alternative to criminal enforcement. (7-1-2014)

The city shall be authorized to recover its full costs, including reasonable attorneys' fees, for the enforcement of any violation of this charter or municipal code. The city council is authorized to adopt any necessary or appropriate ordinances to implement this section of the charter. (7-1-2014)



**CHARTER AMENDMENT DRAFT TIMELINE
FOR
NOVEMBER 3, 2026 ELECTION**

DATE	ACTION
January 21, 2025	City Council provides direction on the establishment of a Charter Review Committee and approves proposed timeline.
February 4, 2025	City Council affirms Committee composition, charge and scope
April 15, 2025	City Council appoints members to the Committee
May 1, 2025 through January 12, 2026	Committee meets and undertakes comprehensive review of Charter and prepares recommendations.
January 12, 2026	Committee submits written recommendation to City Manager for presentation to City Council.
February 17, 2026	City Council review and consider Charter Review Committee recommendations.
April 21, 2026	City Council makes determination and provides direction to staff to draft ballot measure language.
May 19, 2026	Council considers resolution for Calling Election for Ballot Measure
August 7, 2026	Last Day to Call Election for Ballot Measure (<i>Election minus 88 days; last two Council Meeting dates are July 21st and August 4th</i>)
November 3, 2026	Election Day



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Consideration of the Establishment of an Ad Hoc Heritage Committee

SOURCE: City Manager's Office

COMMENT: At its meeting on December 10, 2024, the City Council approved Mayor Meister's request to consider the establishment of a Heritage Committee as a Scheduled Matter at its meeting on January 21, 2025. Mayor Meister expressed that the intent of the committee is to assist the City Council with the planning of celebrations and signage commemorating the 250th anniversary of the signing of the Declaration of Independence and the 100-year anniversary of the filing of the City of Porterville City Charter.

An advisory ad hoc committee created to address a specific issue or task, with a limited time frame, comprised solely of less than a quorum of the City Council is exempt from the Brown Act. Ad hoc committee meetings can, but are not required to be open to the public. Should the Council wish to include one or more public members to the proposed committee, the committee would be governed by the Brown Act and would be required to follow all of the open meeting requirements of the Brown Act. As an advisory committee, any and all recommendations developed by the ad hoc committee would require City Council consideration/action prior to implementation. Should the Council wish to proceed with the establishment of a Heritage Committee, staff will bring a draft resolution forward at a future City Council meeting for the Council's consideration.

RECOMMENDATION: That the City Council provide direction concerning the establishment of a Heritage Committee, including the scope and composition of the committee.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Item No. 25.

Final Approver: Jason Ridenour, Interim City Manager



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Consideration of the Establishment of a Downtown Porterville Committee

SOURCE: City Manager's Office

COMMENT: At its meeting on December 10, 2024, the City Council approved Mayor Meister's request to consider the establishment of a Downtown Porterville Committee as a Scheduled Matter at its meeting on January 21, 2025. During discussion of the request, it was expressed that the intent of the committee is to be comprised of City Council Members and public members to serve in an advisory capacity to the City Council in matters pertaining to Downtown Porterville. This committee would be considered a standing committee.

The Council has discretion in the establishment of the scope, composition and appointments of members of standing committees. The composition of the committee establishes the size and makeup of the committee. As a standing committee, the Downtown Porterville Committee would be governed by the Brown Act, requiring a quorum of members in attendance to be able to take action during the meeting. Previously established City commissions and standing committees are comprised of five to ten members. The current process established for filling City commission and committee vacancies is through an application process, in which the Council establishes desired qualifications to be a member, such as professional experience, and a Council majority selects the members from applications received. Should the City Council wish to proceed with the establishment of a Downtown Committee, staff will bring a draft resolution forward representative of the scope and composition of the proposed committee at a future City Council meeting for Council's consideration.

RECOMMENDATION: That the City Council provide direction concerning the establishment of a Downtown Committee, including the scope and composition of the committee.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Consideration of Sponsorship of Porterville Girls Fastpitch

SOURCE: City Manager's Office

COMMENT: At its meeting on December 17, 2024, the City Council approved Mayor Meister's request for an item to be added to the January 21, 2025, agenda to consider allocating funds from the City Council Special Purposes Reserve funds to sponsor Porterville Girls Fastpitch.

It is proposed that the City Council would sponsor the Porterville Girls Fastpitch in the amount of \$2,500, with a banner including the City of Porterville seal and motto of "In God We Trust" on the banner to be placed on the fences in center field at Hayes Field.

The source of funds for the proposed sponsorship is the Council's Special Purposes Reserve Fund for the current year, from which there is currently an available budget of \$98,750.16. A draft resolution authorizing the appropriations of funds from the City Special Purposes Reserve Fund is provided for Council's consideration.

RECOMMENDATION: That the City Council consider approving the draft resolution authorizing an allocation of \$2,500 from the City's Special Purposes Reserve Fund for FY 2024/2025 to Sponsor Porterville Girls Fastpitch.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

RESOLUTION ____-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS
FROM THE SPECIAL PURPOSES RESERVE FUND FOR SPONSORSHIP OF
PORTERVILLE GIRLS FASTPITCH**

WHEREAS, there is interest in allocating funds to be used in connection with Porterville Girls Fastpitch for the benefit of youth softball in Porterville; and

WHEREAS, the City of Porterville Municipal Code Section 2-31.6 established the Special Purposes Reserve Fund for the purpose of providing funds to support one-time city special events, projects, and/or purposes that benefit the community; and

WHEREAS, the City believes that use of the City's Special Purposes Reserve Funds is appropriate to fund youth softball in connection with Porterville Girls Fastpitch;

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

1. The City Council finds that supporting Porterville Girls Fastpitch for the benefit of youth softball is within the intent and purpose of the Special Purposes Reserve Fund; and
2. The City Council does hereby approve and authorize the appropriation of \$2,500 from the City's Special Purposes Reserve Fund for funding a sponsorship of Porterville Girls Fastpitch.

PASSED, APPROVED, AND ADOPTED this 21st day of January, 2025.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

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



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Consideration to Amend Athletic Field Use Policy

SOURCE: City Manager's Office

COMMENT: At its meeting on December 17, 2024, the City Council approved Mayor Meister's request to consider amending the Athletic Field Use Policy and Sports Field Usage Fees as a scheduled matter at its meeting on January 21, 2025.

The Athletic Field Use Policy is intended to facilitate the use of available City athletic fields and facilities. Leagues or teams interested in reserving a City athletic field for a game or practice must complete an Athletic Facility Request Form as defined in the City's Athletic Field Use Policy. If a reservation is not made, fields can be used on a first-come, first-served basis. Reservations are encouraged to avoid disputes among user groups over field usage, as the demand exceeds the ability to permit unlimited and/or unscheduled use by all participants. The City's reservable athletic fields include the Sports Complex, Hayes Field, Burton Ballfields, and Zalud Park. The City's Athletic Field Use Policy outlines when leagues are to reserve fields and when payment is due for their field usage. The Athletic Field Use Policy also requires that leagues submit proof of insurance, a list of the league's Board of Directors, and league schedules. Leagues are required to pay 100% of the season's total usage fee prior to the first day of games. Payment for non-league field usage must be made at the time of reservation.

The current athletic field usage fee for both youth and adults is \$15 per field per day. Light fees are \$10 per hour for youth and \$14 per hour for adults. The field usage fee has been in effect since 2009, and the light fee has been in place since 2016. Below are the City's yearly revenue estimates for athletic fields and light usage by local youth leagues.

LEAGUE NAME	LIGHT USAGE FEE/ SEASON	FIELD USAGE FEE/ SEASON
Porterville Fastpitch Hayes Field	\$4,100	\$4,320
Porterville Little League Burton Ballfields	\$4,500	\$2,600
Porterville Soccer League Sports Complex	\$0 (Fields do not have lights)	\$6,400 (includes Spring & Fall Seasons)

Should the City Council consider waiving fees for youth leagues playing at a City facility, it should be noted that multi-year facility use agreements have been established with some leagues. Direction will be needed as to the duration fees are desired to be waived, as well as if the waiving of fees are to only be for a leagues

main spring season, or also summer and fall ball. It should also be noted that the above data does not include individual travel teams, which at times utilize City fields to practice and play games.

RECOMMENDATION: That City Council provide direction to staff regarding amending the sports field use policy regarding fees.

ATTACHMENTS:

1. Athletic Field Use Policy
2. Resolution No. 129-2006 - Youth Field Rental Fees
3. Resolution No. 11-2014 - Athletic Field Lighting Fees

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Jason Ridenour, Interim City Manager

1. SCOPE AND PURPOSE

- 1.1.** This document sets forth the policy for the City of Porterville to facilitate allocation of all available fields and facilities under its ownership and/or allocation control in an equitable and fair manner. This Athletic Field Use Policies & Procedures document is designed to advance the following public purposes:
- 1.1.1.** To develop a procedure for user groups to secure fields for games, practices and other events.
 - 1.1.2.** To avoid disputes among user groups over field usage, as the demand exceeds the ability to permit unlimited and/or unscheduled use by all participants.
 - 1.1.3.** To ensure that City residents have priority usage and access to City facilities, since City residents shoulder the primary financial burden of the cost of constructing and maintaining City facilities.
 - 1.1.4.** To ensure that maintenance and renovation can be scheduled and implemented properly to maintain quality facilities for use by the public.

2. APPLICATION PROCESS FOR FIELD USE

- 2.1.** Fulfillment of the requirements listed below will be considered a complete league application package and must be submitted each season by all organizations prior to the Parks and Leisure Services office granting usage approval. The application must be submitted by **February 1** for the Spring season and **July 1** for the Fall season:
- Completed Athletic Facility Request form
 - Proof of insurance
 - Current list of Board of Directors
 - Proof of state or national sports affiliation (if applicable)
 - Proposed field diagram with dimensions for each field (Sports Complex users only)
 - Game schedules (must be submitted prior to first game)
 - Team rosters (must be submitted by the third week of games)
- 2.2.** Partial paperwork will not begin the approval process. Submission of an application package does not constitute approval. The applying organization will receive a receipt declaring approval after City staff reviews all submitted documents and all fees due are paid. Every effort will be made to accommodate the user group's reservation request.
- 2.3.** Organizations anticipating a split to form a new organization, or individuals planning to organize a new sports program must be approved by the Parks and Leisure Services Commission at least six months prior to the estimated starting date of the new or expanded league. The City reserves the right to deny the use of any City facility to any organization or group if the City determines that a new or expanded program shall negatively impact the allocation of any City facility.

- 2.4. Lights must be scheduled three days in advance and paid for at time of scheduling.

3. RESERVATION TERMS AND CONDITIONS

- 3.1. Damage to Facility(s) and any Other Unforeseen City Expenses-** Users are responsible for any and all damage to facilities and/or unforeseen staff costs that occur in association with their event(s).
- 3.2. No Driving of Vehicles On Agency Property-** It is unlawful to park any vehicle anywhere except in areas specifically designated as parking areas. City Code 17-10.13 states "No person shall operate, drive, stop, park or leave standing any motor vehicle, other than on paved roadways or paved areas, in any city park, except when in possession of a permit issued by the Director of Parks and Leisure Services.
- 3.3. Rejection/Revocation of Use Approval-** Should an organization violate any of these procedures and/or rules as well as any rules and/or procedures as set forth in the City of Porterville Municipal Code, said organization will be subjected to revocation and/or denial of application approval.
- 3.4. Three Strikes Policy-** The purpose of this policy is to implement a systematic method of enforcing the Athletic Facility Use Policy. The City reserves the right to cancel or suspend field/facility reservations for games, practices, and other usages based upon users violating the established Facility Allocation Policy. Notwithstanding this Policy of Three Strikes, the City reserves the right to revoke any user group's right to use any City facility for any single serious violation which causes damage to property or injury to person.
- 3.4.1. Strike One** consists of a documented direct violation of the Guidelines for Use of City Athletic Facilities.
- Penalty:** A letter summarizing the incident shall be written to the user organization's representative. If the representative is not the president, the president shall be cc'd. A copy of the letter shall be placed in the organization's file.
- 3.4.2. Strike Two** occurs if there is an additional documented violation within one calendar year from Strike One.
- Penalty:** Revocation of the organization's next related reservation, effective immediately, for one day and one use.
- 3.4.3. Strike Three** occurs after a second documented violation within one calendar year from Strike Two.
- Penalty:** Organization loses City field usage privileges for one calendar year and may re-apply to the Commission when the term expires.
- 3.5. Reservation Cancellations**
- 3.5.1.** Reservations canceled by the City may be re-scheduled as available or fees paid will be credited to the organization's account or refunded in full.
- 3.5.2.** If the City determines a City field must be closed due to inclement weather, the organization is responsible for re-scheduling the use by the end of the next business day. If the City determines there are no fields

available to re-schedule, a refund or credit may be issued at the City's discretion.

3.5.3. When canceling or re-scheduling reservations, all requests must be made in writing, by fax, email or in person. Verbal cancellations will not be effective.

3.5.4. Grievances arising from facility scheduling may be taken to the Commission for a ruling.

3.5.5. If fields are not used as requested, reservations may be rescinded at any time.

4. PAYMENT PROCEDURE

4.1. Organizations will be required to pay 100% of the season's total usage fee prior to the first day of games.

4.2. Sports Complex Player Participant Fee – All player participant fees are due by the third week of games. The fee is \$1.50 per player per game (\$1.50 x 300 players in a league x 10 game season = \$4,500).

4.3. An organization requesting additional time to pay must take their request to the Parks and Leisure Services Commission.

4.4. Payment for non-league use must be paid at time of reservation.

4.5. Law enforcement may be called upon to handle organizations using City facilities with outstanding balances that are affecting current and future field use allocation.

5. REFUNDS

5.1. In order to obtain a refund you must first fill out a request form and submit it to Parks and Leisure Services. Refunds will be granted as follows: no show – no refund; more than (2) business days cancellation notice – 100% of fee returned; less than (2) business days cancellation notice – 90% of fee returned with a 10% penalty.

6. ANNUAL REVIEW

6.1. The Commission may annually review organization affiliate status for any user group.

6.2. The City Council may periodically review actions of the Commission relating to requests for affiliated status.

7. ALLOCATION MEETINGS

7.1. Each organization will be required to send one and no more than two representatives to allocation meetings. City staff will notify organizations of the meetings at least one week in advance.

7.2. These meetings are mandatory. Non-attendance places an organization at a disadvantage in receiving accurate information therefore jeopardizing the use of facilities.

7.3. All organizations that have timely filed a completed league application package shall be notified of the allocation meetings.

8. MAINTENANCE

- 8.1.** The City reserves the right to shutdown fields for maintenance.
- 8.2.** The City does not permit lining of City fields with chalk or paint without written permission.
- 8.3.** Burning lines on any City park and/or field is not permitted.
- 8.4.** Any user failing to comply with these maintenance guidelines are subject to the following: payment for all damages occurring to the facility; termination of any/all field use approvals for one year.
- 8.5.** Any long-term storage is not permitted unless approved in writing by the City.
- 8.6.** Any request to modify, repair, or alter to improve any City facility must be submitted in writing to the Parks Superintendent at least two weeks in advance. City staff shall review the request and make a determination at its earliest convenience.
- 8.7.** User groups are not allowed to alter or change locks on any City facilities.
- 8.8.** City issued keys must not be duplicated.
- 8.9.** No permanent structures or equipment shall be erected on City facilities unless approved in writing by the City.

9. PORTABLE SOCCER GOAL POLICY

- 9.1.** All soccer groups intending to use portable soccer goals must have them approved prior to use.
- 9.2.** Approved portable soccer goals must be taken down by groups within 45 days of the conclusion of each season.
- 9.3.** Portable soccer goals not approved by Parks and Leisure Services may be taken out of play by the Parks Division.

10. BANNERS

- 10.1.** Signs or banners can not be displayed at the Sports Complex per City Code.
- 10.2.** Organizations wishing to hold sign-ups at the Sports Complex must receive permission prior to holding registration.

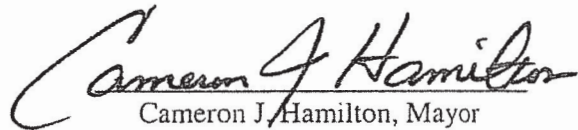
RESOLUTION NO. 129 -2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING AN ADJUSTMENT TO YOUTH GROUP
FIELD RENTAL FEES

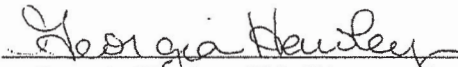
BE IT HEREBY RESOLVED, by the City Council of the City of Porterville, that
the Youth Group Field Rental Fees be adjusted as follows:

Effective October 4, 2006	no fee
Effective June 1, 2007	\$ 5.00 per day per facility
Effective June 1, 2008	\$10.00 per day per facility
Effective June 1, 2009	\$15.00 per day per facility

Dated this 3rd day of October, 2006


Cameron J. Hamilton, Mayor

ATTEST:
John Longley, City Clerk

By: 
Georgia Hawley, Chief Deputy City Clerk

RESOLUTION NO. 11 -2014

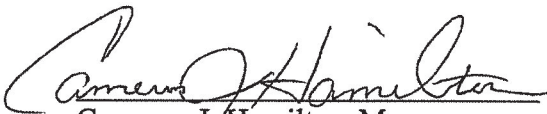
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING AN ADJUSTMENT TO ATHLETIC FIELDS LIGHTING FEES**

WHEREAS, the City Council held a public hearing on January 21, 2014, to consider adjusting the athletic fields lighting fee of \$15 per night set in 1994.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville approve the adjustment to the athletic fields lighting fees set forth below. Said fee schedule shall be effective February 5, 2014.

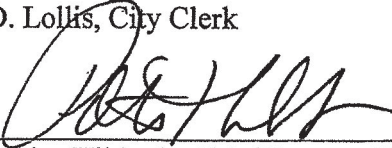
Effective February 5, 2014	\$6.00 per hour youth, \$10.00 per hour adult
Effective February 5, 2015	\$8.00 per hour youth, \$12.00 per hour adult
Effective February 5, 2016	\$10.00 per hour youth, \$14.00 per hour adult

PASSED, APPROVED AND ADOPTED this 4th day of February, 2014


Cameron J. Hamilton, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JANUARY 21, 2025

SUBJECT: Consideration of Employment Agreement Between the City of Porterville and Jason Ridenour

SOURCE: City Attorney

COMMENT: The City Council appointed Jason Ridenour to the position of Interim City Manager (effective December 31, 2024) at the regular City Council Meeting on December 17, 2024. This office was directed to bring the attached Agreement for consideration by the City Council addressing compensation and terms and conditions of employment.

As directed by the City Council, the term of the proposed Agreement runs from December 31, 2024, through June 30, 2025, or until a non-interim City Manager is appointed, whichever occurs sooner. As directed, the proposed salary is based on the amount that had been set for the former City Manager - \$16,700.00 per month which equals \$200,400 per year. It also contains many of the same terms and conditions as were established in that Agreement, except for modifications made to account for the interim position. Those include a right to return to the Deputy City Manager position at the end of the term or in the event of removal from the position unless the termination is due to misconduct or abuse of the position, and the removal of the severance pay benefit.

RECOMMENDATION: That the City Council consider for approval the Employment Agreement Between the City of Porterville and Jason Ridenour.

ATTACHMENTS: 1. Employment Agreement - Ridenour

Appropriated/Funded:

Review By:

Department Director:

Final Approver: Julia Lew, City Attorney

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND JASON RIDENOUR

WHEREAS, the City of Porterville, hereafter referred to as “City,” desires to hire JASON RIDENOUR, as its Interim City Manager;

WHEREAS, JASON RIDENOUR, desires to be employed as the Interim City Manager of the City of Porterville;

WHEREAS it is the desire and intent of the parties to create an employment agreement;

WHEREAS, the City desires to employ the services of Mr. Ridenour, as Interim City Manager of the City as provided by Section 17 of the Charter of the City of Porterville, as of December 31, 2024, and to serve as such until June 30, 2025, or until a City Manager appointment is made, whichever occurs first;

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of the Interim City Manager; and

WHEREAS, it is the desire of the City Council to:

- (1) Secure and retain the services of the Interim City Manager and provide inducement for him to remain in such employment;
- (2) To make possible full work productivity by assuring the Interim City Manager's morale and peace of mind with respect to future security; and
- (3) To provide a just means for terminating the Interim City Manager's services at such time as he may be unable to

discharge his duties or when the City may desire to otherwise terminate his employ.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to enter into this Employment Agreement, as follows:

Section 1. Compensation

Commencing December 31, 2024, and thereafter, City agrees to employ and pay the Interim City Manager at the rate of the sum of \$16,700.00 per month as compensation for the retention of the above-mentioned services, and such compensation thereafter as the City Council may, from time to time, determine. Said compensation shall be paid at the same times and in the same manner as other employees of the City are paid.

Section 2. Term of Service

The Interim City Manager's term of employment shall be from December 31, 2024, through June 30, 2025, or until a (non-interim) City Manager appointment is made, whichever occurs sooner. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Interim City Manager at any time, provided that such termination shall be subject to the provisions of Section 3 herein below. The Interim City Manager may be removed by a four fifths (4/5) vote of the total City Council members. Before voluntarily resigning his position, the Interim City Manager agrees to give the City Council at least thirty (30) days' notice in writing of his intention to resign stating the reasons therefore. It is specifically noted and agreed that Interim City Manager's employment with the City is in an "at will" capacity and as such, he may be terminated at any time, with or without cause. Any termination of Interim City Manager shall be made by giving him written notice thirty (30) days in advance. Upon receipt of such notice, Interim City Manager shall have the right to request the reasons for such termination be specified in writing and shall further have the right, if he so requests, to address the City Council, in a

closed session, regarding his termination. Any such written explanation of the reasons provided for termination shall be a confidential communication between employer and employee and shall not be disclosed to third parties.

Section 3. Right to Return to Deputy City Manager Position

At the end of the term of this Agreement as defined, or in the event of involuntary separation of the Interim City Manager, he shall have the option and right to return to the Deputy City Manager position with the City, unless any involuntary separation is due to misconduct or an abuse of his office or position. In the event he opts to separate from employment with the City, he shall be paid any other amounts that would be due to a City employee upon termination of employment with the City.

In the event of termination of employment with the City, any cash settlement provided by the City related to termination of the Interim City Manager shall be fully reimbursed to the City if the Interim City Manager is convicted of a crime involving an abuse of her office or position, as defined by California Government Code Sec. 53243.4. To the extent this Agreement allows for paid leave salary pending any investigation, and/or the payment of a legal criminal defense of Interim City Manager, any funds expended by the City for these purposes shall be fully reimbursed to the City if Interim City Manager is convicted of a crime involving an abuse of his office or position. Said reimbursements are required if such payments are made, even if the payments were made by the City in the absence of any contractual requirement to do so.

Section 4. Dues, Travel and Conferences

The City hereby agrees to annually budget and allocate sufficient funds to pay for the dues and expenses of the Interim City Manager's necessary travel and living while representing the City at the Annual International City/County Management Association Conference, the Annual League of California Cities ("CalCities") Conference, conferences of the City Manager's Department of the League of California Cities and

conferences or meetings of state committees or commissions upon which the Interim City Manager serves as a member, said membership on said committees or commissions being subject to the approval of the Council, and for such other official conferences, meetings and/or travel as are reasonably necessary for the Interim City Manager to carry out his professional responsibilities as the appointed executive of the City.

Section 5. Regular Benefits

All provisions of the City Charter, Municipal Code, and Employee Rules and Regulations of the City relating to vacation, sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended shall apply to the Interim City Manager as they would to other management employees of the City, in addition to any other benefits enumerated herein specifically for the benefit of the Interim City Manager, except as otherwise provided in this Agreement.

Section 6. Supplemental Benefits

In addition to the regular benefit provided for in Section 5 herein above, the Interim City Manager shall be entitled to the following supplemental benefits:

- a. He shall be enrolled in the PERS retirement system, and the City shall pay the employer's required contribution, and he shall pay the employee's required contributions to said Program;
- b. He shall be provided a stipend for cellular telephone service, in the amount approved for all management employees; provided that he shall be available and accessible to City Council members by means of these communication devices seven (7) days a week, twenty-four (24) hours a day, unless he has first otherwise notified the Council of his unavailability for an approved reason or basis;
- c. The Interim City Manager shall be entitled to receive a laptop

computer for City use. The costs for the laptops will be amortized over the remaining term of his contract. If he resigns, leaves or is otherwise removed from employment/office, for any reason, and wishes to retain the laptop, he will be responsible for paying the balance owed for the remainder of his contract/term.

Section 7. General Expenses

The City recognizes that the Interim City Manager will incur certain expenses of a non-personal and job-related nature while engaged in City business. Such expenses include, but are not limited to, meals with potential tenants, developers, representatives of businesses interested in locating in the City, or already located in the City, and other federal, state, and local agency officials. City agrees to reimburse or to pay said general expenses to the extent that such expenses are permitted by law to be reimbursed, and the Finance Director is hereby authorized to disperse such money upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits. Such receipts and supporting documentation shall be made available to the Mayor and City Council, and the City Council may designate one of its members or another individual to audit the Interim City Manager's expenses.

Section 8. Other Terms and Conditions of Employment

The parties shall, by amendment to this Agreement, fix such other terms and conditions of employment from time to time as may be determined relating to the performance of the Interim City Manager of the City, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement or City Charter.

Section 9. Annual Evaluation

Should the City Council and Interim City Manager agree to be considered and be approved for any extension of this Agreement due to unforeseen circumstances or delays in the recruitment of any successor, the Interim City Manager's performance and

compensation may be evaluated on an annual basis on or about the month of December by the City Council. Said evaluation process shall include written goals and objectives for the Interim City Manager being set for the next year by the City Council.

Section 10. General Provisions

If a provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed to be severable, shall not be affected and shall remain in full force and effect.

DATED this 21st day of January 2025.

"CITY"

"INTERIM CITY MANAGER"

Greg Meister
Mayor of the City of Porterville

Jason Ridenour, Interim City Manager

ATTEST: _____
Chief Deputy City Clerk and Clerk of the
Council of the City of Porterville

APPROVED AS TO FORM:

Julia M. Lew
City Attorney