



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
FEBRUARY 4, 2025, 5:30 PM**

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Or via Telephone: +1 669 900 6833 Webinar ID: 841 9082 1524 Passcode: 264527

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 54956.95 – Liability Claims: Claimants: Angelica Galvez, Hector Calleja Galvez, Heriverto Calleja Galvez, Jeronimo Calleja Galvez, and Raul Calleja Galvez. Agency claimed against: City of Porterville.
- 2** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Related to potential easement over APN: 255-240-013, near Reid Avenue and N. Main Street.
- 3** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Three cases in which facts are not yet known to potential plaintiff.
- 4** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One Case.

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

Pledge of Allegiance Led by Council Member Rivas
Invocation

PRESENTATIONS

Employee of The Month - Christina Tank
Porterville Fire Department Fire Personnel Recognition

ORAL COMMUNICATIONS

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

REPORTS

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

- I. Staff Informational Reports
 1. Charitable Car Washes Quarterly Report - Calendar Year 2024
 2. Code Enforcement Quarterly Report
 3. Building Permit Activity Quarterly Report FY 2024-2025 (October - December 2024)
 4. Streets Performance Measure Quarterly Report FY 2024-2025 (October - December 2024)
 5. Golf Course Quarterly Report FY 2024-2025 (October - December 2024)
 6. City Commission and Committee Attendance Quarterly Report FY 2024-2025 (October - December 2024)
 7. City Council Member Appointments Attendance Quarterly Report FY 2024-2025 (October - 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. **Authorization to Purchase Chlorine Generation Electrode Assembly**
Re: Consideration to authorize the purchase of a replacement Electrode Assembly from De Nora Water Technologies LLC, in an amount not to exceed \$16,270

2. **Authorization to Purchase Replacement Rotating Pump Assembly for Veterans Park Booster Pump Station**
Re: Consideration to authorize the purchase of a replacement rotating pump assembly from Pump Tech Inc, in an amount not to exceed \$27,038.
3. **Authorization to Repair City Well No. 32**
Re: Consideration of approval for the repair of City Well No. 32, located at 22374 Ave. 128 by Willits Pump, for an amount not to exceed \$32,353.
4. **Authorization for the Renewal of the OverDrive Subscription**
Re: Consideration to approve the annual renewal of the subscription for OverDrive for \$7,000, with the condition that the annual renewal costs do not exceed a 5% increase per year.
5. **Approval of License Agreement with Porterville Unified School District for Use of Vehicle Charging Stations and Bus Wash Facilities**
Re: Consideration to approve a new License Agreement with Porterville Unified School District (PUSD) for the use of the City's vehicle charging stations and bus wash facilities.
6. **Authorize Draft Resolution Approving TCAG-City of Porterville SB 125 Program Supplement To Cooperative Agreement for Design of Zero-Emission Maintenance Facility**
Re: Consideration to approve the draft resolution authorizing the TCAG-City of Porterville SB 125 Program Supplement to the Cooperative Agreement for the design and construction management of the Zero-Emission Maintenance Facility.
7. **Authorization to Negotiate Consultant Contract - Construction Management and Inspection Services for the Community Center & Park Project**
Re: Consideration to authorize staff to negotiate a scope of services contract with 4Creeks, Inc. or QK, Inc. for construction management and inspection services for the Community Center and Park Project located at the southeast corner of Henderson Avenue and Fourth Street along the Santa Fe Byway Trail (formally known as Rails-to-Trails).
8. **Authorization to Conduct a Public Hearing to Consider Adjustments to Lease Rates and Approval of a Draft Master Ground Lease Agreement for the Porterville Municipal Airport**
Re: Consideration to schedule a Public Hearing on February 18, 2025, to receive comments on the adjustments to lease rates for properties at the Porterville Municipal Airport; and consider the approval of the draft Master Ground Lease Agreement, ensuring compliance with FAA regulations and grant assurances.
9. **Second Water Service - 478 S. Doyle St**
Re: Consideration to adopt the draft resolution approving the second water service connection located at 478 S. Doyle Street (APN: 264-050-002) in East Porterville, outside the city limits and within the city's Urban Development Boundary.
10. **Surplus Land and Notice of Availability for APN 260-300-034**

Re: Consideration of a draft resolution declaring the approximately 4.47-acre parcel of City-owned property, APN 260-300-034, as non-exempt surplus property as defined in Government Code Section 54220 et seq.

11. Financial Status Reports

Re: Considering acceptance of the City's Financial Status Reports as presented.

12. Quarterly Investment Portfolio

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

13. Approval for Community Civic Event - Optimist Club/PUSD/BSD - Porterville Celebrates Reading – April 12, 2025

Re: Consideration to approve the Community Civic Event application submitted by Optimist Club of Porterville, Porterville Unified School District and Burton School District to hold the "Porterville Celebrates Reading" event on Saturday, April 12, 2025, from 10:00 AM to 2:00 PM,

14. 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

15. El Malecon Modifications 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 2018-007-C) for a Type 47 On-Sale General alcohol license for El Malecon located at 58 E. Mill Avenue.

SCHEDULED MATTERS

16. Establishment of an Ad Hoc Heritage Committee

Re: Considering the establishment of an Ad Hoc committee to serve in an advisory capacity to the City Council.

17. Establishment of a Downtown Porterville Committee

Re: Considering the establishment of a standing committee to serve in an advisory capacity to the City Council.

18. Establishment of a Charter Review Committee

Re: Considering the establishment of a standing committee to serve in an advisory capacity to the City Council.

19. Consideration of Sponsorship of Porterville Little League

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 Little League.

20. Review of Weed Abatement and Homeless Encampment Abatement

Re: Council to provide direction regarding the city's Weed Abatement Program.

21. Consideration to Rebrand Transit Vehicles

Re: Council to provide direction on the rebranding of the City's transit vehicles to modernize the fleet's appearance while aligning with the City's heritage by incorporating an American Flag theme and the City's motto "In God We Trust."

22. Consideration to Amend FY 2024-25 Transit Division Budget and Program of Projects

Re: Consideration to approve a draft resolution adopting the amended FY 2024-2025 Transit Division Budget and Program of Project increasing the budget from \$21,546,513 to \$22,345,428, which also includes adjustments to operating assistance and the design of the new bus maintenance facility.

23. Council Consideration of Approval to Enter into a Joint Powers Authority Agreement between the City of Porterville and Porterville Irrigation District

Re: Consideration to approve entering into a Joint Powers Authority (JPA) Agreement between the City of Porterville and Porterville Irrigation District.

AB 1234 REPORTS

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

1. Tulare County Economic Development Corp. (TCEDC) - January 22, 2025
2. Cal Cities New Mayors and Council Members Academy - January 22 - 24, 2025
3. Tulare County Association of Governments (TCAG) - January 27, 2025

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 18, 2025, 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 – FEBRUARY 4, 2025

SUBJECT: Charitable Car Washes Quarterly Report - Calendar Year 2024

SOURCE: Finance

COMMENT: In accordance with City Council direction, staff is providing a report on charitable car wash permits issued during the calendar year. Article VI, Section 15-130 of the City Code allows up to four car washes by charitable organizations in a calendar year. For the period of January 1 to December 31, 2024, the following car washes occurred within the city.

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

RECOMMENDATION: Information Only

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

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Jason Ridenour, Interim City Manager

ARTICLE VI. CHARITABLE CAR WASH PERMIT PROCEDURE

SECTION:

15-70: Definitions

15-71: Permit Required For Charitable Car Wash

15-72: Application For Permit

15-73: Issuance And Form Of Permit

15-74: Term Of Permit

15-75: Nontransferability Of Permit

15-76: Manner Of Car Wash

15-77: Fundraising As A Business

15-78: Revocation Of Permit

15-79: Violations

15-80: Car Washing As A Business

15-70: DEFINITIONS:

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

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

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

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

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

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

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

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

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

15-71: PERMIT REQUIRED FOR CHARITABLE CAR WASH:

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

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

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

15-72: APPLICATION FOR PERMIT:

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

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

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

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

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

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

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

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

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

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

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

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

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

15-73: ISSUANCE AND FORM OF PERMIT:

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

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

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

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

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

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

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

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

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

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

15-74: TERM OF PERMIT:

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

15-75: NONTRANSFERABILITY OF PERMIT:

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

15-76: MANNER OF CAR WASH:

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

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

or others.

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

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

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

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

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

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

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

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

15-77: FUNDRAISING AS A BUSINESS:

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

15-78: REVOCATION OF PERMIT:

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

15-79: VIOLATIONS:

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

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

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

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

15-80: CAR WASHING AS A BUSINESS:

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



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Code Enforcement Quarterly Report

SOURCE: Fire

COMMENT: This informational report utilizes data from the “myPorterville” application for tracking code enforcement activity between October 1, 2024, through December 31, 2024. During the 2nd quarter of fiscal year 2024/2025, each department of the City contributed towards recording 933 code enforcement issues. Of these, 744 were corrected, and 189 were continued into the 3rd quarter of 2024/2025 for additional corrective action. The Code Enforcement Division issued 22 Administrative Citations.

At its meeting on July 20, 2021, the City Council reviewed its Ordinance related to the parking and storing of recreational vehicles, boats, and trailers. During the past quarter, Code Enforcement received nine (9) complaints specific to recreational vehicles, boats, and trailers, of which eight (8) had been completed at the time of this report.

RECOMMENDATION: Informational only

ATTACHMENTS: 1. Code Enforcement FY 24-25 Q2

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Fire Chief

Final Approver: Jason Ridenour, Interim City Manager

Code Enforcement Report, Quarter 2, FY 24-25

Q2 Code Enforcement Activity	# Requests	# Completed	% Closed
Abandoned Vehicle (Street)	31	13	41.94%
Animal Control Services	5	1	20.00%
Animals- agricultural animals	2	1	50.00%
Animals- barking dogs	25	10	40.00%
Animals- keeping too many or unauthorized species	7	3	42.86%
Animals- roosters	2	1	50.00%
Building Department/ Permits	14	2	14.29%
Business License Inquiries	2	1	50.00%
CEO, Business License	8	6	75.00%
CEO, Shopping Carts	95	95	100.00%
CEO, Sign Removal	124	124	100.00%
Code Enforcement, General	61	50	81.97%
Community Development, General or MULTIPLE violations	4	0	0.00%
Engineering	4	0	0.00%
Fences and freestanding walls	1	0	0.00%
Fire Hazard	1	0	0.00%
Fireworks	1	1	100.00%
Garbage Collection/Illegal Dumping	20	5	25.00%
Graffiti	22	20	90.91%
Health Hazard	8	1	12.50%
Homeless Encampments	128	109	85.16%
Housing Issue (Structure Related)	6	1	16.67%
Itinerant Vendor, Solicitor, Peddler	9	9	100.00%
Landscaping/trees- private property	11	7	63.64%
Meter Request	129	119	92.25%
Neglected property/trash & debris	1	1	100.00%
Outdoor Storage	2	2	100.00%
Parking Issue	1	0	0.00%
Parks	12	4	33.33%
Police/ Traffic Enforcement	37	18	48.65%
Potholes	8	7	87.50%
Refuse Can Replacement / Repair	13	12	92.31%
Report Leak	42	40	95.24%
Sheds or second units	1	0	0.00%
Sidewalk Condition	8	2	25.00%
Signs- Maintenance Issues	1	1	100.00%
Signs- Temporary	2	0	0.00%
Stop Light Issue	10	8	80.00%
Storm Water	6	5	83.33%

Administrative Citations	Q1	Q2	Q3	Q4	Total
\$100	42	18	0	0	\$6,000
\$200	1	2	0	0	\$600
\$500	11	24	0	0	\$17,500
\$1,000	18	8	0	0	\$26,000
\$2,500	25	0	0	0	\$62,500
FY 24-25 Total Assesment	97	52	0	0	\$112,600

Shopping Carts	Q1	Q2	Q3	Q4	Total
Collected	173	128	0	0	301
Disposed (Lbs.)	0	0	0	0	0

Private Property Vehicle Abatements	Q1	Q2	Q3	Q4	Total
Voluntary Abatement	47	29	0	0	76
Certified Voluntary Abatement	0	0	0	0	0
Towed	7	0	0	0	7
Total Vehicles Abated	54	29	0	0	83

Weed Abatement	Q1	Q2	Q3	Q4	Total
Properties Noticed	78	13	0	0	0
Completed by Owner	53	12	0	0	65
Assigned to Contractor (private)	3	3	0	0	6
Assigned to Contractor (city owned)	0	0	0	0	0
Completed by Contractor	3	4	0	0	7
Admin Citations	42	22	0	0	64

Code Enforcement Report, Quarter 2, FY 24-25

Street Light Issue	1	1	100.00%
Street Sweeping	4	4	100.00%
Vehicles- inoperable vehicles	18	16	88.89%
Vehicles- Parked on lawn	5	5	100.00%
Vehicles- RVs/boats/etc	9	8	88.89%
Water Waste	12	12	100.00%
Water Waste Admin Cite	1	1	100.00%
Water Waste NOV	1	1	100.00%
Weed Abatement	13	12	92.31%
Yard Sales, Frequent	5	5	100.00%
Q2 Total	933	744	79.74%



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Building Permit Activity Quarterly Report FY 2024-2025 (October - December 2024)

SOURCE: Engineering and Project Management

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

2nd Quarter of FY 2024/2025 compared to 2nd Quarter of FY 2023/2024

New residential permits issued during the 2nd quarter of 2024/25 (46) showed a 109% increase from the 2nd quarter of 2023/24 (22). New commercial permits issued during the 2nd quarter of 2024/25 (1) showed a 66.7% decrease from the 2nd quarter of 2023/24 (3).

Year-to-Date (July 2024 to December 2024)

New residential permits issued this fiscal year (92) are up 155.5% compared to the same period last fiscal year (36). The number of commercial permits issued this fiscal year (2) is down 50% from the same period last fiscal year (4).

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Building Permit Activity - October 2024
2. Building Permit Activity - November 2024
3. Building Permit Activity - December 2024

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim City Manager

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2023 - 10/31/2023 AND
7/1/2024 - 10/31/2024

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	OCTOBER 2024	OCTOBER 2023	THIS YEAR TO DATE	LAST YEAR TO DATE	OCTOBER 2024	OCTOBER 2023	THIS YEAR TO DATE	LAST YEAR TO DATE	OCTOBER 2024	OCTOBER 2023	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	15	7	61	21	5,213,067	1,916,212	18,001,185	4,419,933	44,194.91	18,290.70	154,178.27	51,169.50
NEW COMM	0	0	1	1	0	0	162,500	50,000	0.00	0.00	4,856.64	4,073.00
RESID IMPROV	14	15	48	32	181,029	282,526	917,758	542,387	6,109.52	9,108.93	23,405.16	16,011.33
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	36	68	117	190	1,602,372	1,243,375	8,127,624	3,706,224	8,047.35	16,482.75	27,371.40	49,500.30
ELECT	92	50	278	232	2,385,242	870,833	8,451,748	3,870,908	18,905.00	9,867.00	57,203.70	44,865.00
PLUMB	80	39	245	193	250,651	125,053	823,901	635,237	12,325.00	4,843.00	37,929.00	26,248.00
TOTALS	237	179	750	669	9,632,360	4,438,000	36,484,717	13,224,689	89,581.78	58,592.38	304,944.17	191,867.13

	NEW DWELLING UNITS TOTALS			
	OCTOBER 2024	OCTOBER 2023	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	14	7	60	20
MULTI FAMILY	0	0	0	2
TOTAL	14	7	60	22

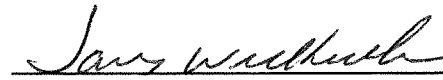


 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2023 - 11/30/2023 AND
7/1/2024 - 11/30/2024

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	NOVEMBER 2024	NOVEMBER 2023	THIS YEAR TO DATE	LAST YEAR TO DATE	NOVEMBER 2024	NOVEMBER 2023	THIS YEAR TO DATE	LAST YEAR TO DATE	NOVEMBER 2024	NOVEMBER 2023	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	19	10	80	31	6,090,775	2,605,294	24,091,959	7,025,227	43,457.16	20,505.35	197,635.43	71,674.85
NEW COMM	1	2	2	3	2,250,000	2,954,000	2,412,500	3,004,000	5,896.06	7,563.42	10,752.70	11,636.42
RESID IMPROV	4	3	52	35	26,340	44,993	944,098	587,380	1,972.42	1,408.35	25,377.58	17,419.68
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	30	27	147	217	487,352	360,790	8,614,977	4,067,015	6,215.00	7,340.10	33,586.40	56,840.40
ELECT	46	44	324	276	720,356	1,277,104	9,172,104	5,148,011	8,498.00	10,583.00	65,701.70	55,448.00
PLUMB	52	29	297	222	453,291	164,629	1,277,192	799,866	7,871.00	3,865.00	45,800.00	30,113.00
TOTALS	152	115	902	784	10,028,114	7,406,810	46,512,830	20,631,498	73,909.64	51,265.22	378,853.81	243,132.35

	NEW DWELLING UNITS TOTALS			
	NOVEMBER 2024	NOVEMBER 2023	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	19	10	79	30
MULTI FAMILY	0	0	0	2
TOTAL	19	10	79	32

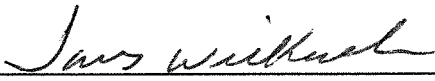


 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2023 - 12/31/2023 AND
7/1/2024 - 12/31/2024

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	DECEMBER 2024	DECEMBER 2023	THIS YEAR TO DATE	LAST YEAR TO DATE	DECEMBER 2024	DECEMBER 2023	THIS YEAR TO DATE	LAST YEAR TO DATE	DECEMBER 2024	DECEMBER 2023	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	12	5	92	36	3,280,033	1,048,985	27,371,992	8,074,212	30,133.19	10,837.34	227,768.62	82,512.19
NEW COMM	0	1	2	4	0	280,000	2,412,500	3,284,000	0.00	4,852.98	10,752.70	16,489.40
RESID IMPROV	5	6	57	41	220,500	108,517	1,164,598	695,897	3,315.96	4,084.68	28,693.54	21,504.36
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	29	20	176	237	340,360	274,648	8,955,336	4,341,662	5,237.00	4,634.35	38,823.40	61,474.75
ELECT	57	23	381	299	1,706,176	666,219	10,878,280	5,814,230	12,130.00	4,606.00	77,831.70	60,054.00
PLUMB	54	22	351	244	237,814	58,486	1,515,006	858,352	7,654.00	2,480.00	53,454.00	32,593.00
TOTALS	157	77	1,059	861	5,784,882	2,436,854	52,297,712	23,068,353	58,470.15	31,495.35	437,323.96	274,627.70

	NEW DWELLING UNITS TOTALS			
	DECEMBER 2024	DECEMBER 2023	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	12	5	91	35
MULTI FAMILY	0	0	0	2
TOTAL	12	5	91	37



 CHIEF BUILDING OFFICIAL



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Streets Performance Measure Quarterly Report FY 2024-2025 (October - December 2024)

SOURCE: Engineering and Project Management

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

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

RECOMMENDATION: Information Only

ATTACHMENTS:

1. 2024-2025 Level of Service Progress Report 2nd quarter
2. 2024-2025 Level of Service Progress Report 1st quarter

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim City Manager

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

2nd QUARTER REPORT - October 1, 2024 - December 31, 2024

[illegible]

2nd QUARTER REPORT - October 1, 2024 - December 31, 2024

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

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

[illegible]

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



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Golf Course Quarterly Report FY 2024-2025 (October - December 2024)

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the Golf Course for informational purposes. The report reflects the 2nd quarter of FY 2024/25.

RECOMMENDATION: Information only

ATTACHMENTS: 1. Golf Course Quarter Two Report

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Jason Ridenour, Interim City Manager

PORTERVILLE GOLF COURSE STATISTICS

	Oct-24	Oct-23	Nov-24	Nov-23	Dec-24	Dec-23
Golfers	1830	1884	1481	2130	1402	946
Repeat 9/Twilight	635	1187	475	874	410	631
Tickets Used	918	859	747	969	710	404
Passes Sold	48	49	37	51	37	27
Carts	825	783	631	837	613	374
Total	\$ 21,929.00	\$ 22,983.00	\$ 17,562.00	\$ 25,723.00	\$17,332.00	\$11,414.00

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

* **Twilight:** Afternoon discount rate

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



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: City Commission and Committee Attendance Quarterly Report FY 2024-2025 (October - December 2024)

SOURCE: Administrative Services

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

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

RECOMMENDATION: Information Only

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Jason Ridenour, Interim City Manager

**Animal Control Commission
Attendance Records**

As of December 31, 2024

	2023 13-Jul	2023 12-Oct	2024 11-Jan	2024 11-Apr	2024 11-Jul	2024 21-Oct	2024	Notes:
Kathy Guinn	P	A	*	P	P	A		
Jerry Hall	P	P	*	P	P	P		
Kat Harris	P	P	*	P	P	P		
Shawn Schwartzenberger	P	A	*	P	P	P		
Lacy Goodlett	P	P	*	A	P	A		

*Meeting cancelled due to lack of quorum.

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

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

*Meeting cancelled due to lack of quorum.

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

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

*Meeting cancelled due to lack of quorum.

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

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

*Meeting cancelled due to lack of quorum.

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

Arts Commission Attendance Records

As of December 31, 2024

	2023 25-Jul	2023 24-Oct	2024 23-Jan	2024 19-Apr	2024 23-Apr	2024 23-Jul	2024 10-Sep	2024 22-Oct	
Kyree Perkins	*	*	P	P	P	*	P	A	
Emily Luna	*	*	P	P	P	*	P	A	
Maria Menga	*	*	A	A	A	*	A	A	
Dawn Bennett									<i>Vacated seat 7/23</i>
Emilie Dummar		*	P	P	P	*	P	A	
Bonnie Boyd							P	P	

* No meeting held due to lack of quorum.

**** No meeting due to scheduling.**

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

* No meeting held due to lack of quorum.

**** No meeting due to scheduling.**

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

* No meeting held due to lack of quorum.

**** No meeting due to scheduling.**

	2020 Dec	2021 Jan	2021 Feb	2021 Mar	2021 Apr	2021 May	2021 June	2021 July	
Vacant	No meetings held due to COVID.							**	
Kyree Perkins					*P	*P	*A	**	
Emily Luna					*P	*P	*A	**	
Diego Monterrubio					*A	*A	*A	**	
Eden Santos					*A	*A	*P	**	
(Student) vacancy								**	

* No meeting held due to lack of quorum.

**** No meeting due to scheduling.**

	2020 April	2020 May	2020 June	2020 July	2020 Aug	2020 Sept	2020 Oct	2020 Nov	
Vacant	No meetings held due to COVID-19.								
Kyree Perkins									
Emily Luna									
Diego Monterrubio									
David Mason									
(Student) vacancy									

LIBRARY & LITERACY COMMISSION - Attendance Record

As of December 31, 2024

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

= Summer Hiatus

** = No meeting held

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

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

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

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

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

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

PARKS & LEISURE SERVICES COMMISSION
ATTENDANCE RECORDS

As of December 31, 2024

Parks & Leisure Services Commissioner's Record of Attendance

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

**No meeting held.

* Due to lack of quorum, an informal discussion only took place.

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

Parks & Leisure Services Commissioner's Record of Attendance

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

**No meeting held.

* Due to lack of quorum, an informal discussion only took place.

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

Parks & Leisure Services Commissioner's Record of Attendance

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

**No meeting held.

* Due to lack of quorum, an informal discussion only took place.

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

Transactions and Use Tax Oversight Committee
Attendance Records

As of December 31, 2024

	2024 28-May	2024 27-Aug	2024 26-Nov					
Margaret Stinson	P	P	*					Apptd 05/21; Term exp 5/2028
John Billiou	P	P	*					Term expires 5/2026
Jerry Hall	P	P	*					Term expires 5/2026
Janice Kovars	P							Term ended
Shawn Byars	P	P	*					Term expires 5/2026
Joshua Sulier	A							Term ended
Angela Dennis	A							Term ended
Rae Dean Strawn	A	P	*					Apptd 07/19; Term exp 5/2026
Robert K. Falls Sr.	P	P	*					Apptd 05/21; Term exp 5/2028

* Meeting cancelled

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

* Meeting cancelled

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

* Meeting cancelled

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

As of December 31, 2024

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

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

* No meeting was held due to COVID.

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



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: City Council Member Appointments Attendance Quarterly Report FY 2024-2025 (October - December 2024)

SOURCE: Administrative Services

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

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. Quarterly Report (October- December 2024)

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

City Council Attendance - FY 2024-2025 Second Quarter Report

October 1, 2024 through December 31, 2024

Committee/Board	Member/Alternate	October	November	December
Ad Hoc Committee- COVID-19	Kellie Carrillo-Member Greg Meister - Member			
Ad Hoc Committee - General Plan	Don Weyhrauch - Member Kellie Carrillo - Member			
Ad Hoc Committee - Proposition 64 Regulation of Marijuana	Don Weyhrauch - Member Raymond Beltran - Member			
Ad Hoc Library Facility Planning Committee	Kellie Carrillo - Member		11/21/2024	
Ad Hoc Committee - Provision of Local Water Services	Kellie Carrillo - Member Raymond Beltran - Member			
Council of Cities	Martha Flores - Member Greg Meister - Member			
Eastern Tule Groundwater Sustainability Agency JPA (ETGSA)	Don Weyhrauch - Member Michael Knight-Alternate	10/3/24 P	11/7/24 P	12/5/24 P
Internal City Audit Committee	Martha Flores - Member Kellie Carrillo - Member			
Joint City/School District Committee	Kellie Carrillo - Member Greg Meister - Member			
Local Initiatives Navigation Center Committee (LINC)	Raymond Beltran - Member Claudia Calderon -Alternate	10/2/24 P		12/4/24 P
Mighty190 Committee	Kellie Carrillo - Member Greg Meister - Member			
Military Banner Committee	Kellie Carrillo - Member	10/9/24 P		
Porterville Area Development Authority (PADA)	Don Weyhrauch - Member Raymond Beltran - Member		11/15/24 P	
PDC Advisory Board	Jason Ridenour - Member Mayor - Alternate			
San Joaquin Valley Special City Selection Committee	Don Weyhrauch - Member Greg Meister - Alternate			
San Joaquin Valley REAP Committee	Martha Flores- Member			
Tulare County Association of Governments/Tulare County Transportation Authority (TCAG/TCTA)	Martha Flores - Member Greg Meister - Alternate			
Tulare County Association of Governments (TCAG) - Sustainable Corridors Committee	Martha Flores - Member Greg Meister - Member	10/21/24 P		12/9/24 P
Tulare County City Selection Committee	Mayor - City Member Designee - Alternate			
Tulare County Economic Development Corporation (TCEDC)	Martha Flores - Member Jason Ridenour - Alternate	10/23/24 P		12/4/24 P
Tulare County Regional Transit Agency (TCRTA)	Don Weyhrauch - Member Raymond Beltran - Alternate			
Tulare County Taskforce on Homelessness	Martha Flores - Member Claudia Calderon - Alternate	10/16/2024	11/20/24 P	
Tule River Improvement JPA	Don Weyhraruch - Member Michael Knight - Alternate			

P = Present A = Absent



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Authorization to Purchase Chlorine Generation Electrode Assembly

SOURCE: Public Works

COMMENT: The City of Porterville's drinking water wells are equipped with on-site sodium hypochlorite chlorine generation systems, which are critical for maintaining water quality. Recently, the chlorine generation system at City Well No. 18, located on the south side of Henderson Avenue just west of Newcomb Street, experienced a failure of its electrode assembly.

City staff conducted troubleshooting and determined that the electrode assembly had completely failed. The local sole-source distributor, De Nora Water Technologies, quoted a replacement electrode assembly at a cost of \$6,710.

Given the extensive lead times for the electrode and its status as a wear item, staff recommends purchasing two (2) replacement assemblies. The total cost for the replacement assemblies, including freight, taxes, and a 10% contingency, shall not exceed \$16,270. The proposed funding source for this expense is the Water Operating Fund.

RECOMMENDATION: That City Council:

1. Direct the Finance Director to initiate a Purchase Order to De Nora Water Technologies LLC, in an amount not to exceed \$16,270 (inclusive of all parts, taxes, shipping and a 10% contingency) for the Electrode Assembly; and
2. Direct the Finance Director to make payment to De Nora Water Technologies LLC, upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS: 1. De Nora Water Technologies

Appropriated/Funded:

Review By:

Department Director:

Item No. 1.

Michael Knight, Assistant City Manager

Final Approver: Jason Ridenour, Interim City Manager

QUOTATION	NUMBER 20043434	DATE 12/12/2024	Page 1 of 2
CUSTOMER REFERENCE			CURRENCY USD



SHIPPING METHOD CUSTOMER CARE	END OF VALIDITY 01/27/2025		
PAYMENT TERMS Net 30 days	SHIPPING POINT ADDRESS DE NORA WATER TECH LLC. 1110 Industrial Boulevard Sugar Land, TX 77478 USA		PACKAGING Included
INCOTERMS EXW - Ex Works			
DE NORA CONTACT Herbert Barbee ph: +12812748464 mail: Herbert.Barbee@denora.com	SOLD TO PARTY 30002204 PORTERVILLE, CITY OF 291 NORTH MAIN STREET PORTERVILLE, CA 93257 USA		
SHIP TO PARTY 30002204			

ITEM / CODE / DESCRIPTION	U.M	QTY	PRICE	CURRENCY	AMOUNT
10 47000322 ELECTRODE ASSEMBLY, CT12, W/O, TUBE, END Legacy Part Number: CT6-0012B3-EL	PC	2	6,710.20	USD	13,420.40
20 40000529 Crate, CT12, Electro Pack Only Legacy Part Number: 5607-157	PC	2	59.15	USD	118.30
We appreciate your consideration of our quotation. Your signature below serves as confirmation of your acceptance of the terms and conditions outlined herein, establishing a contractual agreement for the purchase. Please be aware that any conflicting terms proposed by the buyer are explicitly rejected. In the event of order cancellation or product return, a restocking fee equal to 30% of the total order value will be applied. This fee is designated to cover administrative and handling costs associated with processing returns. Your signature below acknowledges and accepts the imposition of this restocking fee in the case of order cancellation or return. Signature: _____ Date: _____ Please add quote number to PO's Minimum Order \$250.00 Country of Origin: USA Sch B: 8421.99.0040 ECCN: NLR- EAR99 Freight Not Included in Quote Estimated Lead Time: 4-6 Weeks ARO The confirmed lead time will be provided in the order acknowledgment. EXWORKS, our crating company, Houston, TX					
TAX BASE	SALES TAX AMOUNT	TOTAL PRODUCT		TOTAL SALES TAX	TOTAL
13,538.70 USD	1,252.33 USD	13,538.70 USD		1,252.33 USD	14,791.03 USD

QUOTATION	NUMBER 20043434	DATE 12/12/2024	Page 2 of 2
CUSTOMER REFERENCE			CURRENCY USD



To initiate your order, kindly sign the attached quote and provide your billing and shipping addresses. If you issue a Purchase Order (PO) to us, please reference the quote number to expedite the approval process and prevent any delays.

Kindly note that product availability is subject to prior sale, and a minimum order of \$50.00 is mandatory. We will provide standard documentation and packaging, but we regret that we cannot comply with military specifications or provide bar-coding services.

Should you need a Certificate of Conformance or a TMEC, a \$50.00 fee will apply. If the request is made after the order has been shipped, the fee will increase to \$100.00.

We wish to inform you that we reserve the right to assign any order you place to any of our affiliates and will notify you accordingly. Additionally, we may manufacture or commission the manufacture of any products associated with an order under this agreement at any of our affiliated facilities worldwide.

If either party's performance of contractual obligations is obstructed or delayed due to the COVID-19 pandemic or similar pandemics/epidemics, or any government measures related to such events, the affected party will be excused from performance for the duration of the obstruction or interference. Neither party will be liable for any associated costs or damages. Both parties will make reasonable efforts to overcome any obstacles, and the affected party should promptly inform the other party of the obstruction or interference.

For more information, please refer to the attached De Nora Water Technologies Texas LLC Terms and Conditions.

EXW (Ex-Works): Sugar Land, Texas 77478 U.S.A.

Should you have any questions or need assistance, do not hesitate to contact me directly at the following:

Best regards,
Herbert R Barbee
Inside Sales Representative
De Nora Water Technologies Texas LLC
Direct: +1 (281) 274-8464
Fax: +1 (281) 240-6762
Toll-free Product/Tech Support: 1.800-646-9426, option 2
Email: Herbert.Barbee@denora.com
Website: <http://www.denora.com>

De Nora and Customer agree that the General Terms and Conditions of Sale set forth at <https://www.denora.com/info/Sales-Terms---Conditions.html> (the "Terms") shall exclusively govern the transactions described or contemplated in this Purchase Order or Proposal, as applicable, and any other sales or related transaction between the parties herein, and such Terms are expressly incorporated by reference herein and to any related agreements between the parties. Any additional or different terms or conditions which may appear in any communication from Customer, including, without limitation, in any printed form provided, are hereby expressly objected to and rejected in full and shall not be effective or binding in any capacity unless expressly accepted in an authorized writing by De Nora, regardless of, and fully notwithstanding, De Nora's supply of any goods and services or the execution of any document or acceptance by any person other than an officer or authorized agent of De Nora.

TAX BASE	SALES TAX AMOUNT	TOTAL PRODUCT	TOTAL SALES TAX	TOTAL
13,538.70 USD	1,252.33 USD	13,538.70 USD	1,252.33 USD	14,791.03 USD



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Authorization to Purchase Replacement Rotating Pump Assembly for Veterans Park Booster Pump Station

SOURCE: Public Works

COMMENT: The City of Porterville's Veterans Park Booster Pump, located on the east side of Newcomb Street north of Morton Avenue, has experienced an operational failure requiring the replacement of Pump #2's impeller assembly. This booster pump station is vital to the City's Water Distribution System, facilitating water transfer from the West to the Central Pressure Zones during peak demand periods. Maintaining system reliability depends on all three (3) pumps being fully operational; therefore, restoring unrestricted operations at this station is critical.

The Veterans Park Booster Pump Station features three (3) 40-horsepower electric motors, each driving an individual Peerless Centrifugal Split-Case Pump. After consulting the pump manufacturer, staff was directed to their local sole-source distributor, Pump Tech Inc., who provided a replacement impeller assembly cost of \$12,290 (part only).

Due to extensive lead times and the fact that this component is a noticeable wear item, staff recommends purchasing two (2) replacement assemblies. This will ensure a spare is available for future needs. The total cost, including parts, freight, taxes, and a 10% contingency, shall not exceed \$30,089. The proposed funding source for this expense is the Water Operating Fund.

RECOMMENDATION: That City Council:

1. Direct the Finance Director to initiate a Purchase Order to Pump Tech Inc., in an amount not to exceed \$30,089 (inclusive of all parts, taxes, shipping and a 10% contingency) for the Peerless Rotating Pump Assembly; and
2. Direct the Finance Director to make payment to Pump Tech Inc., upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS:

1. Veterans Park Locator Map
2. Pump Tech Inc.

Appropriated/Funded:

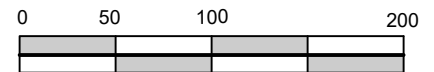
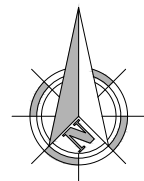
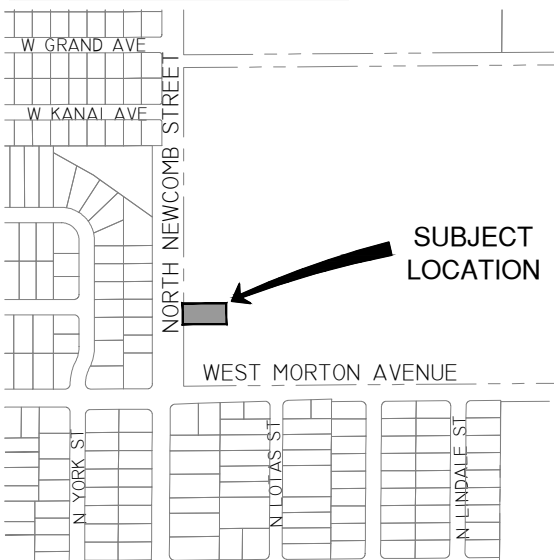
Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Jason Ridenour, Interim City Manager



VICINITY MAP



SCALE: 1"=100'



CITY OF PORTERVILLE
ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7462

**VETERANS PARK BOOSTER PUMP
LOCATOR MAP**

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 100'
DATE	10/1/2019

SHEET
1
OF
1

PumpTech, Inc.

300 Bonita Ave #5014, San Dimas CA 91773 626-622-3762

Page 1 of 2

Proposal No. NK-012425-011

January 24, 2025

Proposal

City of Porterville

Attn: Jonny Pruitt

559-756-3515

jpruitt@ci.porterville.ca.us

Subject: Peerless Pump Rotating Assembly for Model 6AE11

Dear Jonny,

PumpTech is pleased to offer the following proposal for a rotating assembly for the existing Peerless Pumps model 6AE11. Please note the clarifications and comments below. If you decide to proceed with the purchase, please write a PO to PumpTech.

Rotating Assembly from Peerless' shop in Fresno

Qty.	Description
-------------	--------------------

- | | |
|---|---|
| 2 | Complete Rotating Assembly for Peerless Model 6AE11, 1-stage horizontal split case pump with standard bronze impeller, two John Crane mechanical seals with carbon vs. ceramic seal faces, aluminum bronze impeller. The assembly includes impeller with integral wear rings, bronze casing rings, two SS 304 shaft sleeves, lip seals, casing gasket, impeller key, coupling key, casing ring dowel pin, |
|---|---|

Lump sum Price \$12,290.00 each

Freight is additional at \$250.00 each for the rotating assembly. Taxes are not included.

Estimated Lead Time: 10-12 weeks ARO. We will expedite this once enter the order with the factory.

NOT INCLUDED:

- Sales Tax - Provide a resale card if non-taxable.
- Mounting bolts/Anchor bolts
- MCC, VFDs, Junction boxes, main disconnect, meter box, conduits, seal offs, Kellem grips, valves, piping, guide rails, hoses, gauges, warning signs or any ancillary equipment not specifically stated in this proposal.

Page 2 of 2

Proposal No. NK-012425-011

January 24, 2025

- Taped video training presentations
- Field vibration tests, vibration analysis or vibration testing equipment.
- Field sound pressure level testing, noise measurement or noise measurement equipment.
- Pulling out and re-installing pumps, in case of warranty issues
- **Start-Up Supervision Service, Training & Field Tests**
- Freight to the jobsite. (Prices are FOB shop in Fresno)
- Any accessories or services not specifically mentioned in our proposal.

THIS PROPOSAL EXPIRES IN 30 DAYS from the date of this proposal or bid opening date, if applicable.
This proposal reflects prices based solely upon PumpTech's attached Terms of Sales.

Thank you for the opportunity to submit this proposal.

Sincerely,
PumpTech, Inc.

Neil Kulkarni



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Authorization to Repair City Well No. 32

SOURCE: Public Works

COMMENT: City Well No. 32, located at 22374 Avenue 128, has experienced an operational failure of its turbine bowl assembly. Given the critical role this well plays in maintaining the City's water system pressure and production capabilities, it is imperative to restore its functionality promptly. Failure to address this issue could negatively impact the overall performance of the water system.

To secure the necessary supplies for the repair, three (3) bids were requested and received from local pump repair companies:

Willits Pump	\$29,412.48
Carver Pump	\$30,717.13
SA Camp Pump & Drilling Co.	\$40,049.00

Willits Pump has been identified as the company submitting the lowest quote and confirming their immediate availability to provide the replacement parts.

Staff recommends awarding the repair project to Willits Pump for an amount not to exceed \$32,353, which includes parts, labor, taxes, and a ten percent (10%) contingency. Funding for the repair will be through the Water Operating Fund.

RECOMMENDATION: That City Council:

1. Direct the Finance Director to initiate a Purchase Order to Willits Pump for an amount not to exceed \$32,353 (inclusive of all parts, labor, taxes, and a 10% contingency) for the replacement parts for City Well No. 32; and
2. Direct the Finance Director to make payment to Willits Pump upon receipt of the invoice approved by the Public Works Director.

ATTACHMENTS: 1. Willits Pump Quote

2. Carver Pump Quote
3. S. A. Camp Pump and Drilling Company Quote
4. Location Map Well 32

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Jason Ridenour, Interim City Manager

[illegible]

Grand Total

S. A. CAMP PUMP AND DRILLING COMPANY
P.O. BOX 82575 BAKERSFIELD CA 93380-2575
17876 ZERKER RD BAKERSFIELD CA 93308
PHONE (661) 399-2976 FAX (661) 399-8063 CA LIC# 346951
----ESTIMATE----

CUSTOMER: CITY OF PORTERVILLE
ATTN: JOHNNY

DATE: 1/22/25
PHONE: 559-756-3515

QTY	DESCRIPTION	AMOUNT
1	8 STAGE 12" CLC GOULDS BOWLS	
1	ADDER FOR MARINE BEARINGS EVERY OTHER STAGE	
1	CONE STRAINER	
120'	2-1/2" X 1-1/2" TUBE & SHAFT	
1	HEAD SHAFT WITH NUT	
1	HEAD TUBE WITH BUSHING	
1	HEAD NIPPLE	
1	LOT TUBING OIL	
1	MISC. MATERIAL	
1	MACHINIST LABOR	
1	LABOR TO INSTALL 560' OF 8" PUMP	

**TOTAL AMOUNT FOR THE ABOVE WELL INCLUDING
MATERIAL & SALES TAX ...** **40,049.00**

NOTE: S. A. CAMP PUMP & DRILLING CO. DOES NOT AND CANNOT
GUARANTEE WATER QUALITY OR QUANTITY.

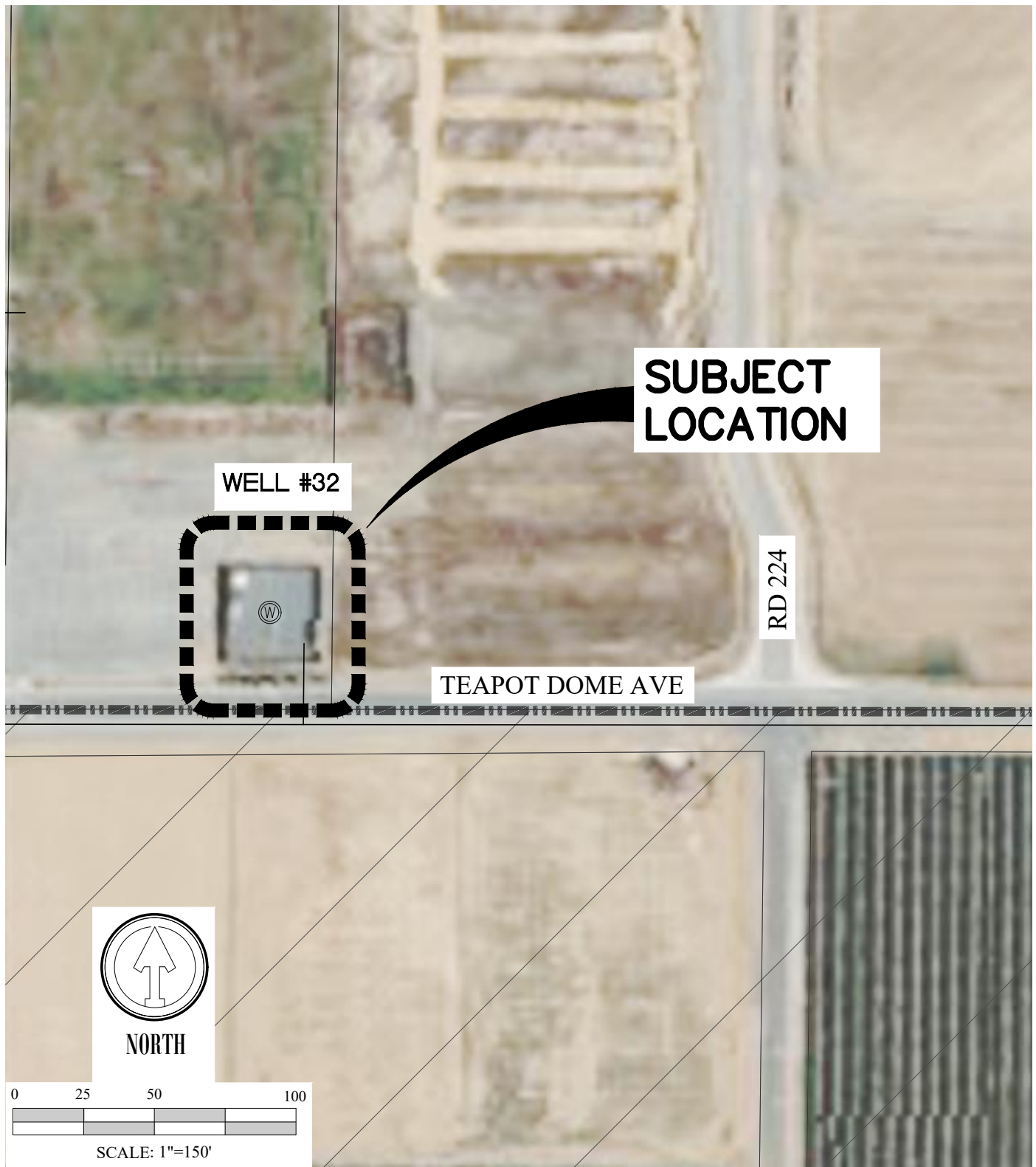
ESTIMATED BOWL PERFORMANCE:

600 GPM @ 520' = 123 MHP = 64.1%
700 GPM @ 485' = 129 MHP = 66.5%
800 GPM @ 450' = 135 MHP = 67.3%
900 GPM @ 420' = 139 MHP = 68.7%
1000 GPM @ 350' = 141 MHP = 62.7%

QUOTED BY: JOSE FELIX

NOTE: ESTIMATE AMOUNT MAY CHANGE DUE TO VENDOR PRICING.

JOSE/jr

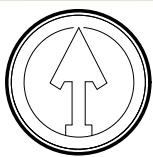


WELL #32

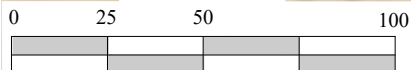
SUBJECT
LOCATION

RD 224

TEAPOT DOME AVE



NORTH



SCALE: 1"=150'

ALL DISTANCES ARE IN
FEET AND DECIMALS THEREOF

CITY OF PORTERVILLE

ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA. 93257
(559) 782-7462

City Well #32 Teapot Dome Ave

OWNER	CITY OF PORTERVILLE
APN	—
AREA	—
ACRES	—
SCALE	1" = 150'
DATE	01/28/25
DRAWN BY	AC
CHECKED BY	—



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Authorization for the Renewal of the OverDrive Subscription

SOURCE: Parks and Leisure Services

COMMENT: OverDrive offers the largest digital content catalog in the world to more than 92,000 libraries and schools in 115 countries. All OverDrive members of every community have access to resources that provide information, education, entertainment and advancement. The OverDrive platform is made available to the City of Porterville by a larger pool of resources which is comprised of 23 public library jurisdictions that commit to the establishment of the Southern California Digital Library. As of January 23, 2025, this platform allows for access to 20,502 unique e-book titles and 34,502 e-book copies; 8,299 unique audiobook titles and 18,481 audiobook copies.

The Library has obtained a subscription to Overdrive since 2016. In July of 2020, the City Council authorized the most recent annual renewal of the subscription for five years. During fiscal year 2023/24, Porterville Library patrons checked out over 4,000 e-books and more than 3,000 audiobooks from OverDrive. The current standard pricing structure for all participating library jurisdictions is \$5,600.00 for content purchase, and \$1,400 for the maintenance fee. Funds to cover the renewal of OverDrive are programmed with Measure H funds in the amount of \$7,000.

RECOMMENDATION: That the City Council authorize the annual renewal of the subscription for OverDrive for the next five years through January 2030, with the condition that the annual renewal costs do not exceed a 5% increase per year.

ATTACHMENTS: 1. OverDrive Invoice

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Item No. 4.

Final Approver: Jason Ridenour, Interim City Manager

Customer ID	Invoice number	Date
1148-0027	H-0110342	January 01, 2025



OverDrive, Inc.
One OverDrive Way
Cleveland, OH 44125
United States
Phone: +1 216 573 6886 Fax: +1 216 672 0087
Email: invoicing@overdrive.com
US Tax ID number: 34-1522786

Bill to:
Porterville Public Library
41 West Thurman Avenue
Porterville, CA 93257

Sold to:
Porterville Public Library
41 West Thurman Avenue
Porterville, CA 93257

Payment terms:
Within 30 days

Pay directly in Marketplace

- Select one or more invoices and click **Pay invoice(s)**.
- Select your payment method, then click **Pay by bank account** (US accounts only) or **Pay by credit card**.
- Enter the required information. Bank account information will be saved automatically for future use, and credit card information can be optionally saved.
- **Note:** *Your saved bank account or credit card information can only be used by you.*
- Click **Confirm payment**.

Other payment options

When you make a payment using one of these methods, you must either include a list of invoice numbers and amounts due, or email the information separately to invoicing@overdrive.com.

Pay by check

Please make checks payable in USD to OverDrive, Inc.
Remittance address:
PO Box 72117
Cleveland, OH 44192-0002
United States

Pay by ACH or wire

Please include remittance details with your payment or send remittance details to invoicing@overdrive.com, including your customer ID number and invoice numbers.

Bank Name & Branch: The Huntington National Bank
7 Easton Oval
17 South High Street
Columbus, Ohio
USA
Account Name: OverDrive, Inc.
Account Number: 01661616573
ACH ABA Routing Number: 041000153
Wire Routing Number: 044000024
Swift Code: HUNTUS33

#	Description	Cost	Unit price	Quantity	Tax rate	Tax amount	Total
1	Library Participation-Maintenance Fee	\$1,400.00 USD	\$1,400.00 USD	1	0.00%	\$0.00 USD	\$1,400.00 USD
2	Library Participation-Future Content Purchases Participation in Southern California Digital Library (CA) For the Twelve Month Period January - December 2025	\$5,600.00 USD	\$5,600.00 USD	1	0.00%	\$0.00 USD	\$5,600.00 USD

Subtotal:	\$7,000.00 USD
Tax amount:	\$0.00 USD
Total:	\$7,000.00 USD

Amount due: \$7,000.00 USD



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Approval of License Agreement with Porterville Unified School District for Use of Vehicle Charging Stations and Bus Wash Facilities

SOURCE: Public Works

COMMENT: In 2021, the City Council approved an agreement with PUSD for the use of the City's vehicle charging stations and bus wash facilities to support PUSD's deployment of six zero-emission battery-electric school buses. The original agreement, which has since expired, allowed PUSD to use these facilities on a cost-recovery basis. That agreement facilitated regional collaboration while reducing operational costs for both parties. With the expiration of the original agreement, it is necessary to establish a new agreement to continue this beneficial partnership.

The new License Agreement updates and formalizes the terms for continued use of the City's infrastructure. Under the agreement, PUSD and its agents will have access to the charging stations at the City Corporation Yard and Downtown Transit Center, as well as the bus wash facility at the Corporation Yard. Charges will continue to be based on actual costs, including electricity, maintenance, and administrative fees, with operational savings passed on through Low Carbon Fuel Standard (LCFS) credits. Updated pricing is detailed in Exhibit 1 of the agreement.

The agreement includes compliance with federal, state, and local regulations, such as Federal Transit Administration (FTA) requirements. It also establishes provisions for dispute resolution, indemnification, insurance, and termination by either party with 90 days' notice. The initial term of the agreement is for three years, which may be extended for up to three additional one-year terms at the City's sole discretion, allowing for operational flexibility and periodic review to meet changing needs.

This renewed partnership will optimize the use of the City's facilities, generate revenue to offset operational costs, and continue to support regional sustainability goals. Staff recommends approval of the new License Agreement to ensure PUSD's uninterrupted use of these facilities.

RECOMMENDATION: That the City Council:

1. Approve the License Agreement with the Porterville Unified School District (PUSD) to allow non-exclusive use of the City's vehicle charging stations and bus wash facilities; and
2. Authorize the City Manager to execute the Agreement.

ATTACHMENTS: 1. Draft Agreement

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Jason Ridenour, Interim City Manager

LICENSE AGREEMENT FOR USE OF VEHICLE CHARGING STATION AND BUS WASH FACILITIES

THIS LICENSE AGREEMENT is entered into this ____ day of _____, 2025 (“Execution Date”), by and between the **CITY OF PORTERVILLE** (hereinafter referred to as “CITY”), a municipal corporation, the **PORTERVILLE UNIFIED SCHOOL DISTRICT** (hereinafter referred to as “PUSD”), a public district, collectively referred to as the “Parties.”

RECITALS

WHEREAS, the City of Porterville and Porterville Unified School District, as public agencies, are authorized by Government Code Section 6500, et seq., to share common powers; and

WHEREAS, CITY constructed vehicle charging station facilities (“Charging Stations”) at its City Corporation Yard and its Downtown Transit Center; and

WHEREAS, CITY constructed a bus wash facility (“Bus Wash”) at its City Corporation Yard; and

WHEREAS, CITY desires to allow PUSD and its agents to use the Charging Stations and Bus Wash and obtain the benefit of the lower Charging and Bus Wash prices paid by CITY.

NOW THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

Subject to the conditions, stipulations and provisions set forth below, CITY hereby grants temporary and revocable non-exclusive permission to PUSD and its agents to enter CITY’s Corporation Yard at 555 N. Prospect Street, Porterville, CA and CITY’s Downtown Transit Center at 61 W. Oak Avenue, Porterville, CA (the “Premises”) to use the Charging Stations and Bus Wash Facilities, store vehicles, and access designated employee breakrooms.

1. Term and Termination:

- a) This Agreement shall commence upon execution by the CITY and PUSD (“Effective Date”) and shall remain in effect for an initial term of three (3) years. Upon the expiration of the initial term, the CITY, at its sole discretion, may extend the Agreement for up to three (3) additional one-year terms.
- b) Termination for Convenience: The CITY may terminate this Agreement for any reason by providing PUSD with ninety (90) days' written notice. However, termination is subject to mutual agreement in cases where alternative arrangements are not feasible to ensure uninterrupted operations.

- c) Termination for Cause: CITY may terminate this Agreement immediately upon written notice if PUSD or its agents breaches any term or condition of this Agreement and fails to cure such breach within 30 days of receiving notice. If the breach is curable but required more than 30 days to remedy, the breaching party must commence and diligently pursue a cure within the notice period, subject to CITY's written approval of an extended cure period.
- d) Amendment and Review: This Agreement may be reviewed and amended at the request of any party to address changes in operational needs, costs, or regulatory requirements. All amendments must be in writing and signed by all parties.

2. Dispute Resolution:

- a) Initial Resolution: Disputes shall first be addressed through written notice and a meeting between representatives of the CITY and PUSD within 15 days of the notice.
- b) Mediation: If the dispute cannot be resolved within 30 days of the meeting, the parties agree to engage in non-binding mediation using a mutually agreed mediator.
- c) Arbitration or Litigation: If mediation does not resolve the dispute, the parties may pursue binding arbitration or litigation in the appropriate court in Tulare County, California. Arbitration shall be binding and conducted in accordance with the rules of the American Arbitration Association. Arbitration or litigation must be initiated within 60 days of the conclusion of mediation to ensure timely resolution and minimize operational impacts.

3. Permitted Uses and Activities:

- a) PUSD and its agents are authorized to use CITY's Charging Stations and Bus Wash facilities. All agents must adhere to the same compliance, training, and access protocols as outlined for PUSD employees.
- b) PUSD and its agents will provide a list of vehicles that will be using the Charging Stations and Bus Wash. CITY will track charging session and bus wash activities by vehicle number and/or fuel card.
- c) PUSD and its agents' employees are granted access to designated breakroom facilities during operational hours as determined by CITY policies and schedules, which may be updated periodically without requiring an amendment to this Agreement.

- d) Unauthorized use of the facilities outside the defined activities will result in immediate revocation of access.
- e) PUSD and its agents are responsible for promptly reporting any misuse or damage to the facilities caused by their employees, vehicles, or operations.
- f) PUSD and its agents shall not be held responsible for damages or misuse caused by third parties or factors beyond their reasonable control.

4. Vehicle Storage:

- a) PUSD and its agents are authorized to store vehicles on the Premises in designated areas identified by the CITY.
- b) Vehicles must be free from excessive debris, mud, or hazardous materials.
- c) Any trash or debris left by PUSD or its agents must be properly removed.
- d) CITY shall not be liable for any loss, damage, theft, or vandalism of vehicles or items stored on the Premises.

5. Training Requirements:

- a) Prior to using the Charging Stations and Bus Wash, each employee who will be engaged in charging and bus wash activities must receive CITY training, estimated to take less than 1 hour. Training must be scheduled during weekdays.

6. Billing, Payment, and Fee Structure:

- a) CITY will bill PUSD or its agents for all charging and bush wash costs on an actual-cost basis, as detailed in Exhibit 1.
- b) Invoices will include electricity costs, maintenance fees, administrative costs, and other associated fees.
- c) All invoices must be paid within 30 days of receipt.

7. Facility Access and Operational Hours:

- a) PUSD and its agents desires to enter upon the Premises solely at its own risk to use CITY's Charging Stations and Bus Wash.

- b) Entry by PUSD and its agents onto the Premises under this Agreement will be deemed an acknowledgment by PUSD and its agents that any dangerous condition or defect upon the Premises, to the extent disclosed by CITY or reasonably discoverable, is known to PUSD and its agents.
- c) Charging sessions and bus washes may be performed seven days a week.
- d) CITY may authorize other public agencies to use the Charging Stations and Bus Wash facilities and will coordinate scheduling to avoid delays.
- e) The CITY facilities described in this Agreement are not open to the general public.
- f) CITY will provide access control. PUSD and its agents must provide an updated list of employees requiring access. Employee access lists must be updated quarterly or when changes occur. Access credentials must be deactivated promptly upon an employee's termination or change in role.

8. Compliance with Laws:

- a) PUSD and its agents must comply with all statutes, ordinances, regulations, rules, guidelines and other laws which apply to its activities under this Agreement. All activities must be conducted in accordance with good and safe business practices so as to minimize interference with the use, enjoyment and conduct of any other activity upon the Premises.
- b) During the term of this Agreement, CITY may make additional Charging Stations available for use by PUSD and its agents. Any such approval will be subject to approval by the Federal Transit Administration of charging vehicles by other public agencies at the location. CITY, in its sole discretion, may provide written notice to PUSD and its agents of the availability of the additional Charging Station. Unless otherwise stated in the written notice, use of the additional Charging Station will be subject to all of the terms and conditions set out in this Agreement. In addition, use of the additional Charging Station may be conditioned on the acceptance of additional terms and conditions, to be set out in the notice, that are applicable. CITY does not warrant or guarantee that the additional Charging Station will be available during the term of this Agreement.
- c) All activities conducted under this Agreement must comply with applicable federal, state, and local laws, but not limited to, Federal Transit Administration (FTA)

regulations, Buy America provisions, and any other regulatory requirements for shared public facilities.

9. Environmental Credits and LCFS Provisions:

- a) The CITY intends to claim title to applicable clean fuels credits, low-carbon fuel standard credits (LCFS credits), renewable fuels credits, emissions reduction units, carbon offsets, allowances, renewable fuel and/or obligation certificates, or similar regulatory compliance instruments, collectively referred to as “Environmental Credits,” generated by CITY Charging Stations under applicable federal and state emissions, low-carbon fuel, and/or renewable fuel compliance programs.
- b) Revenue generated from LCFS credits and other Environmental Credits will be applied to reduce the operational costs of the Charging Stations facilities. The CITY will account for these credits when determining pricing schedules, ensuring that operational savings benefit all users of the facilities.

10. Indemnification:

- a) To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, its officers, employees, agents, and volunteers (“Indemnitees”), from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney’s fees and costs of litigation (“claims”), but only to the extent such claims are caused by the negligence, wrongful acts, or omissions of the indemnifying party, its officers, employees, or agents. The indemnifying party’s obligation does not extend to claims arising from the sole negligence or willful misconduct of the Indemnitees.
- b) The indemnification obligations of PUSD and its agents extend to claims, actions, or damages caused by their subcontractors, agents, or representatives while acting within the scope of their duties under this Agreement. Agents acting under PUSD's authority are explicitly covered by PUSD's indemnification responsibilities. This includes, but is not limited to, damages or liabilities caused by negligence or misconduct directly related to their authorized activities.
- c) Nothing in this section shall limit or qualify the liabilities and obligations otherwise assumed by the parties under this Agreement, including provisions concerning insurance.

11. Insurance Requirements:

- a) Each party represents and warrants that it is either a self-insured public entity or maintains sufficient insurance coverage to fulfill its obligations under this Agreement. Within 30 days of the execution of this Agreement, each party shall provide the other with a letter of self-insurance or a certificate of insurance, as applicable, confirming that its self-insurance program or insurance coverage adequately protects against liabilities and claims arising out of the performance of this Agreement.
- b) Nothing in this Agreement shall be construed to create any rights in or obligations to any third party, including the public or any member thereof, nor shall it establish a standard of care owed to any person not a party to this Agreement. This Agreement is solely for the benefit of the Parties hereto.
- c) Each party's self-insurance program or alternative insurance coverage must provide liability protection of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, property damage, and operational risks directly related to this Agreement. Such coverage shall be maintained throughout the term of this Agreement and any extensions thereof.

12. Force Majeure:

- a) The parties shall not be liable for any failure or delay in performing their obligations under this Agreement due to events beyond their reasonable control, including but not limited to acts of God, natural disasters, pandemics, strikes, government actions, or power outages. If a force majeure event occurs, the affected party must notify the other parties in writing within 10 days of the event and make reasonable efforts to resume performance as soon as possible.

13. Notices and Communications:

- a) All notices and other communications under this Agreement will be in writing and will be deemed to have been duly given on the date of delivery, if delivered personally to the party to whom notice is given, or if made by email directed to the party to whom notice is to be given at the email listed below. Notices and other communications will be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its email, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

CITY: City of Porterville
Attn: Transportation Director
555 N. Prospect St.
Porterville, CA 93257
Phone: (559) 782-7514
Email: rtree@ci.porterville.ca.us

PUSD: Porterville Unified School District
Attn: Assistant Superintendent Business Services
600 W. Grant Ave.
Porterville, CA 93257
Phone: (559) 793-2450
Email: brohrbach@portervilleschools.org

14. General Provisions:

- a) This Agreement is not assignable without CITY's prior written permission, and such written permission may be withheld for any reason.
- b) This Agreement is binding upon, inures to the benefit of, and is enforceable by, the parties hereto and their respective beneficiaries, devisees, legatees, heirs, executors, estates, administrators, employees, officers, directors, shareholders, agents, attorneys, insurers, representatives, successors-in-interest and assigns. Agents must be explicitly authorized by PUSD or CITY to act under this Agreement.
- c) All warranties, indemnities and waivers of rights contained in this Agreement will survive the expiration, termination or cancellation of this Agreement.
- d) This Agreement constitutes the entire agreement between the parties with respect to the matters described herein. This agreement may be modified only in writing, signed by both parties.
- e) This Agreement will be governed by and construed in accordance with the laws of the State of California. This Agreement is entered into to be performed in Tulare County, California. To the fullest extent permitted by law, the parties waive the venue removal provisions set forth in California Code of Civil Procedure Section 394.
- f) All amendments and waivers to this Agreement must be documented in writing and signed by authorized representatives of all parties.

- g) If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove appearing.

CITY OF PORTERVILLE

By: _____
Jason Ridenour
Interim City Manager

PORTERVILLE UNIFIED SCHOOL DISTRICT

By: _____
Dr. Nate Nelson
Superintendent

EXHIBIT 1 PRICING SCHEDULE

- Pricing is based on Southern California Edison’s (SCE) TOU-EV-9 rate plan, with an additional allocation for maintenance costs, including warranty expenses, distributed proportionally across charging and bus wash services. The pricing also accounts for revenue offsets generated through Low Carbon Fuel Standard (LCFS) credits associated with electric vehicle charging activities.
- Changes to pricing will be calculated based on operational cost adjustments, including changes in utility rates, LCFS credit value, or the Consumer Price Index.
- Any changes to pricing under this Agreement shall require CITY to provide a minimum of 30 days prior to written notice to all affected parties.

	Summer (June 1 – September 30) Price per kWh	Winter (October 1 – May 31) Price per kWh
On-peak	\$.25 (from 4 – 9 pm)	
Mid-peak (Weekends & Holidays)	\$.10 (from 4 – 9 pm)	\$.25 (from 4 – 9 pm)
Off-peak	\$.10 (from 4 pm – 8 am)	\$.10 (from 9 pm – 8 am)
Super off-peak		\$.10 (from 8 am – 4 pm)

Price per Bus Wash
\$3.50



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Authorize Draft Resolution Approving TCAG-City of Porterville SB 125 Program Supplement To Cooperative Agreement for Design of Zero-Emission Maintenance Facility

SOURCE: Public Works

COMMENT: In July 2023, the California State Legislature approved SB 125, which amended the Budget Act of 2023 to allocate significant funding to zero-emission and sustainable transit initiatives. SB 125 established the Zero-Emission Transit Capital Program (ZETCP), administered by the California State Transportation Agency (CalSTA), with funds dedicated to advancing sustainable transportation infrastructure.

On November 19, 2024, the City Council approved the SB 125 Cooperative Agreement, authorizing participation in this program. The agreement requires a project-specific Program Supplement to initiate work on individual projects.

Staff has prepared an SB 125 Supplemental Agreement for the design and construction management of the Zero-Emission Maintenance Facility. The supplement allocates \$2,000,000 for architectural and engineering services, which include finalizing designs, ensuring compliance with environmental and zero-emission standards, and preparing construction management documents. This project supports the City's ongoing commitment to transportation and will accommodate the City's Transit fleet.

The funding for this project will be provided by SB 125 program funds, with no impact on the City's General Fund. Approval of the supplemental agreement will allow the City to proceed with design and pre-construction activities, ensuring timely progress toward a move-in-ready facility that meets the needs of the City.

RECOMMENDATION: That the City Council adopt the draft resolution authorizing the Mayor and City Manager to execute TCAG-City of Porterville SB 125 Program Supplement To Cooperative Agreement for the design and construction management of the zero-emission maintenance facility.

ATTACHMENTS:

1. Draft Resolution
2. SB 125 Supplement to Cooperative Agreement_A&E
Zero-Emission Maintenance Facility
3. SB125 Project List
4. Staff Report - November 19, 2024

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Jason Ridenour, Interim City Manager

RESOLUTION NO. _____-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ADOPTING TCAG-CITY OF PORTERVILLE
SB 125 PROGRAM SUPPLEMENTAL AGREEMENT**

WHEREAS, on June 28, 2023, the California State Legislature approved SB 125, which authorized the distribution of \$4 billion in Transit and Intercity Rail Capital Program (TIRCP) and \$1.1 billion in Zero-Emission Transit Capital Program (ZETCP) funds for regional transportation planning agencies according to a population-based formula; and

WHEREAS, TCAG was allocated \$48,671,620 in TIRCP and \$7,372,832 in ZETCP funding; and

WHEREAS, TCAG staff submitted a board-approved program of projects to CalSTA in accordance with program guidelines; and

WHEREAS, CalSTA authorized the disbursement of \$24,305,505 of TIRCP and \$2,748,056 of ZETCP funding to TCAG on August 7, 2024; and

WHEREAS, TCAG has included the City of Porterville's Zero-Emission Maintenance Facility Project in its SB 125 Program including:

1. Architectural and Engineering (A&E) and Construction Management (Phase 1)
- \$2 million
2. Construction (Phase 2) - \$9 million

WHEREAS, the City of Porterville desires to initiate the architectural and engineering (A&E) and construction management phase at a total cost not to exceed \$2 million; and

WHEREAS, it is in the interest of TCAG and member agencies to execute agreements governing the disbursement and utilization of these funds in an expeditious manner; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville adopts the attached "TCAG-City of Porterville SB 125 Program Supplemental Agreement"; and
2. That the Mayor and Interim City Manager is hereby authorized to execute the SB 125 Program Supplemental Agreement.

///

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PASSED, APPROVED AND ADOPTED this 4th day of February 2025.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

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

SB 125 PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

TCAG Agreement No. _____

This Program Supplement ("Program Supplement") is made and entered into on February 4, 2025 by and between the **CITY OF PORTERVILLE** (the "SPONSOR") and the **TULARE COUNTY ASSOCIATION OF GOVERNMENTS**, acting as the Regional Transportation Planning Agency for Tulare County ("TCAG"). The SPONSOR and TCAG are each a "Party" and together are the "Parties" to this Program Supplement.

This Program Supplement hereby incorporates the "SB 125 Cooperative Agreement" for SB 125 Program funding that was entered into between the SPONSOR and TCAG on November 19, 2024, and is subject to all terms and conditions thereof.

This Program Supplement is executed under authority of TCAG Resolution No. 2025-_____, dated _____.

The purpose of this Program Supplement is to document TCAG's approval of funding from the SB 125 Program for SPONSOR'S proposed project identified as Zero-Emission Maintenance Facility (the "Project"). The scope of said Project, including its costs and schedule, are shown on the attached Attachment "A."

Covenants of SPONSOR

- 1.1 By entering into this Program Supplement, SPONSOR agrees that it will only proceed with work authorized for specific phase(s) of the Project with written "Authorization to Proceed" or other TCAG approval and will not proceed with future phase(s) of the Project(s) prior to receiving a written "Authorization to Proceed" or other TCAG approval.
- 1.2 SPONSOR will advertise, award, and administer the Project(s) as necessary and in accordance with SPONSOR standards.
- 1.3 Contract award information, if any, shall be submitted by SPONSOR to TCAG within 60 days after any Project contract award.
- 1.4 Failure to submit contract award information in accordance with section 1.3 will cause a delay (without interest or penalties) in TCAG's processing of invoices for the construction phase of the Project.
- 1.5 If no costs have been invoiced by SPONSOR for the Project for a six-month period, then SPONSOR agrees to submit to TCAG for each Project phase a written explanation of the absence of Project(s) activity along with target billing dates and target billing amounts.

IN WITNESS WHEREOF, the undersigned Parties have executed this Program Supplement on the day and year first written above.

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

By: _____
TCAG Executive Director

Attest: _____
TCAG Finance Director

CITY OF PORTERVILLE

By: _____
Greg Meister, Mayor

Attest: _____
Jason Ridenour, Interim City Manager

Jlk/10-21-2024/20241704/2259208.docx

SB 125 PROGRAM SUPPLEMENT TO
COOPERATIVE AGREEMENT
TCAG Agreement No. _____

Attachment A

Project Name: Zero-Emission Maintenance Facility

Project Scope

The City of Porterville must transition to a fully zero-emission fleet by 2040 in order to meet the California Air Resources Board's (CARB) Innovative Clean Transit Regulation. The Project is located adjacent to the City Corporation Yard, 555 N. Prospect St., Porterville, CA 93257. TKDA to provide Architectural and Engineering (A&E) design services for a Zero-Emission Maintenance Facility, Corporation Yard, and Transit Center. TKDA to also provide construction management services to provide technical support, respond to RFIs, construction submittals, review contractor change orders during the construction phase.

Project Schedule

Issue Request for Proposals:	September 24, 2024
Award Project:	December 3, 2024
Begin Design:	January 24, 2025
Complete Design:	November, 20, 2025
Begin Construction Management:	December 1, 2025
Complete Construction Management:	June 30, 2026

Sources and Use of Funds

Funding Source:	SB 125
Design & Construction Management:	\$2,000,000
Construction:	\$0
 Total Funding:	 \$2,000,000

DRAFT TCAG - SB 125 - Amendment No 1

		Allocation		
	TIRCP	\$ 48,671,620	87%	
	ZETCP	\$ 7,372,833	13%	
		\$ 56,044,453		
			TCAG	\$ 9,743,358
				\$ 46,301,095
Project	Cost			Balance
Lindsay Transfer Center Cost Increase	\$ 2,000,000		VT	\$ 19,311,832 42%
Farmersville Transfer Center Cost Increase	\$ 500,000		TCRTA	\$ 17,989,263 39%
VT - Charging Infrastructure/ On Demand ZE Vans/Sedans	\$ 8,628,262		PT	\$ 9,000,000 19%
TCRTA - Charging Infrastructure (Transit Centers)				\$ 56,044,453
Maintenance Facility Improvements	\$ 9,257,702			\$ - Balance
TCRTA - New Porterville ZE Maintenance Facility	\$ 9,000,000			
TCRTA - On Demand ZE Vans (19)	\$ 2,800,000			
VT - ZE Replacement Buses (5)	\$ 7,372,833			
TCAG Admin (0.5%)	\$ 243,358			
Cross Valley Express Bus Operations - 3 Year Pilot	\$ 7,000,000			
VT - Microtransit Operations - 3 Year Pilot	\$ 3,310,737			
TCRTA - Microtransit Operations - 2 Year Pilot	\$ 5,931,560			
	\$ 56,044,453			
	\$ -			Balance
New Projects				
Adjusted Projects				



CITY COUNCIL AGENDA – NOVEMBER 19, 2024

SUBJECT: Cooperative Agreement with Tulare County Association of Governments (TCAG) for SB 125 Program Funding

SOURCE: Public Works

COMMENT: The California State Budget Act of 2023 established the SB 125 Program, a Formula-Based Transit and Intercity Rail Capital Program aimed at funding zero-emission transit capital projects. The Tulare County Association of Governments (TCAG), as the Regional Transportation Planning Agency for Tulare County, administers the SB 125 Program locally.

The attached Cooperative Agreement between TCAG and the City provides the framework for fund disbursement, project compliance, and reporting, ensuring adherence to the SB 125 Program Guidelines. Key components include:

1. Project Scope and Compliance: The City is responsible for managing project phases, ensuring compliance with SB 125 Program requirements, and submitting progress reports and invoices in accordance with TCAG's schedule.
2. Funding and Reimbursement: TCAG will reimburse the City for eligible project costs upon approval, as long as the project aligns with the established scope and guidelines.
3. Project Amendments: Any project scope changes require TCAG's approval, and the City must comply with TCAG's amendment process for continued funding eligibility.
4. Indemnification and Audit: Both TCAG and the City agree to mutual indemnification clauses, with TCAG retaining audit rights for up to four years post-project completion.

Through this agreement, the City of Porterville will secure its allocation of SB 125 Program funds designated by TCAG to develop transit capital improvements, such as the Zero-Emission Maintenance Facility. TCAG has allocated \$11,000,000 to the City for this project.

RECOMMENDATION: That the City Council:

1. Approve the attached Cooperative Agreement with the Tulare County Association of Governments (TCAG) for SB 125 Program funding; and
2. Authorize the City Manager or designee to execute the agreement on behalf of the City.

- ATTACHMENTS:
1. SB 125 Program Cooperative Agreement Template
 2. SB 125 Supplement to Cooperative Agreement Template
 3. TCAG SB 125 Agenda Item
 4. SB125 Project List

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Authorization to Negotiate Consultant Contract - Construction Management and Inspection Services for the Community Center & Park Project

SOURCE: Engineering and Project Management

COMMENT: At the City Council Meeting of October 15, 2024, the City Council authorized staff to distribute a Request for Qualifications (RFQ) for construction management and inspection services for the Community Center and Park Project. On January 3, 2025, staff received three (3) Statements of Qualifications (SOQs) for construction management and inspection services for the Community Center and Park Project. Staff reviewed and rated the firms in accordance with the "Policy for Selecting Consultants to Provide Architectural, Engineering and Similar Services" to determine if any of the firms should be excluded from the interview selection process and found that all three (3) submitting firms were qualified and should be interviewed.

Consultant interviews were conducted on January 13, 2025, and the firms were ranked based on a combination of the presentations given and the answers provided to a standard set of questions regarding the project. The results of the interviews are as follows (50 total points possible):

1. 4Creeks, Inc. Visalia, CA	46.1 pts
2. QK, Inc Porterville, CA	43.6 pts
3. Vanir Construction Management, Inc. Fresno, CA	39.9 pts

Staff is pleased with the qualifications of the listed consultants and their interest in the project and recommends negotiating a contract with the top-ranked firm. Staff will seek Council approval of the Service Agreement at a later meeting.

RECOMMENDATION: That the City Council:
1. Authorize staff to negotiate a scope of services contract

Item No. 7.

with 4Creeks, Inc.; and

2. Authorize staff to negotiate a scope of services contract with QK, Inc. if staff is unable to negotiate an acceptable contract with 4Creeks, Inc.

ATTACHMENTS:

1. Consultant Interview Rankings
2. Construction Management Interview Questions

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim City Manager

<u>CONSULTANT RATING FORM (Interviews)</u>		FIRM		
Project Name: Fourth St Community Center & Park Construction Management		4Creeks	QK, Inc	Vanir
Date: January 13, 2025				
Project Number: 89-9411				
Evaluation Factor	Rating Factor Numerical Range & Weighting Based on Importance of Factor	Score	Score	Score
Presentation	0-5	4.9	4.2	4.8
Q1	0-5	4.5	4.1	4.1
Q2	0-10	9.2	8.9	7.6
Q3	0-10	9.1	9.0	7.4
Q4	0-10	9.4	8.6	7.8
Q5	0-10	9.0	8.8	8.2
TOTAL SCORE:				
Maximum Points Possible = 50		46.1	43.6	39.9
Total Ranking Value of all Evaluators:		5	10	15
FINAL RANKING:		1	2	3

Community Center & Park Construction Management Interviews

Interview Details

Company Name: _____ Date: _____

Interview Questions

Presentation: (Please introduce your “team” and describe their expertise and experience and how it relates to the needs of this project.) (5 pts)

Notes: _____

Question #1: In some detail, please describe how your firm develops and maintains the project schedule for the length of the project. (5 pts)

Notes: _____

Question #2: The firm selected will be acting as an extension of City staff on this project. Please describe your cost control measures that your firm routinely employs during a construction project to help ensure an effective use of taxpayer dollars. (10 pts)

Notes: _____

Question #3: Describe how your firm handles change order requests? Specifically, how do you arrive at an acceptable cost or fee for work not included in the bid schedule? (10 pts)

Notes: _____

Question #4: The project schedule begins to slip. You meet with the Construction Superintendent and voice your concern. Days later you realize that nothing has been corrected and the schedule continues to slip. Please describe your approach and solution to this dilemma. (10 pts)

Notes: _____

Question #5: You notice that the contractor has opted to begin to construct or install something on this project that does not match the plans and specifications and, when questioned, their response is that they're building it the way they bid it. What is your approach and solution to this dilemma to ensure that the finished project is delivered meeting the plans, specifications, and Code? (10 pts)

Notes:



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Authorization to Conduct a Public Hearing to Consider Adjustments to Lease Rates and Approval of a Draft Master Ground Lease Agreement for the Porterville Municipal Airport

SOURCE: Public Works

COMMENT: The City of Porterville owns and leases various properties at the Porterville Municipal Airport, including aircraft hangars, a restaurant building, aviation-related ground lease parcels, and farmland. Lease rates for these properties have remained unchanged for several years, resulting in rates that are significantly below current market values. To ensure compliance with Federal Aviation Administration (FAA) regulations, particularly Grant Assurance 24: Fee and Rental Structure, the City engaged The Hopper Company to conduct a market rent appraisal, which was completed on November 15, 2024.

The appraisal provides updated market rent recommendations based on a comprehensive analysis of comparable properties and market trends. These updated rates ensure competitiveness and fairness while aligning with FAA requirements for self-sustaining airport operations. The proposed lease rate adjustments are projected to generate an additional \$72,000 annually, which will be reinvested into airport infrastructure improvements, ensuring long-term operational sustainability and compliance with FAA requirements.

Staff recommends scheduling a public hearing on February 18, 2025, to provide tenants and stakeholders with the opportunity to voice their opinions on the proposed lease rate adjustments. Holding a public hearing ensures transparency, allows the City to consider public input before finalizing the rates, and demonstrates the City's commitment to fair and equitable decision-making in compliance with FAA regulations and grant assurances. Public participation is critical in balancing operational sustainability with tenant concerns, reinforcing the City's efforts to maintain a self-sustaining airport.

The following table summarizes the current and recommended lease rates for the various property types:

Property Type	Current Lease Rate	Recommended Lease Rate
Enclosed Hanger	\$.03 per sq. ft./month	\$.20-\$.25 per sq. ft./month

T-Hanger	\$68.60 per unit/month	\$200 per unit/month
Restaurant (Non-Aviation)	\$.45 per sq. ft./month	\$1.25 per sq. ft./month
Small Land Parcels	\$.39 per sq. ft./year	\$.80 per sq. ft./year
Large Land Parcels	\$.30 per sq. ft./year	\$.39 per sq. ft./year
Air Attack Base	Varies	\$5,000 per acre/year
Irrigated Farmland	Varies	\$165 per acre/year
Parachute Landing	\$40 per acre/year	\$40 per acre/year
Dry Farmland	\$35 per acre/year	\$35 per acre/year
Sewer Sludge	\$40 per acre/year	\$40 per acre/year

These rate adjustments are necessary to align with market conditions, ensure compliance with FAA regulations, and maintain the financial sustainability of airport operations. The revenue generated will be dedicated to capital improvement projects and maintenance efforts at the airport.

Draft Master Ground Lease Agreement:

The draft Master Ground Lease Agreement has been prepared to standardize lease terms, improve compliance with FAA regulations, and address obligations outlined in Grant Assurances 22, 23, and 24. Key provisions of the lease include:

- Lease Term: Initial term of five years with options for four successive five-year renewal periods.
- Rent Adjustments: Annual cost-of-living adjustments based on the Consumer Price Index and periodic appraisals to maintain fair market value.
- Lessee Obligations: Maintenance of leased premises, compliance with FAA safety and operational standards, and adherence to environmental requirements.
- FAA Compliance: Incorporates Grant Assurances 22 (Economic Nondiscrimination), 23 (Exclusive Rights), and 24 (Fee and Rental Structure).

RECOMMENDATION:

That the City Council:

1. Authorize staff to schedule a public hearing to be held on February 18, 2025, to consider adjustments to lease rates for properties at the Porterville Municipal Airport based on the findings of the market rent appraisal report;
2. Approve the draft Master Ground Lease Agreement for use with airport lessees, ensuring compliance with FAA regulations and grant assurances, pending final approval by the City Attorney; and
3. Direct staff to publish the necessary public notices in compliance with California Government Code Section 6066 and notify all current tenants of the proposed rate adjustments and the availability of the draft Master Ground

Item No. 8.

Lease Agreement for review.

- ATTACHMENTS:
1. Appraisal - Market Rents at Porterville Muni Airport
 2. Draft Master 2025 Airport Ground Lease Agreement
 3. FAA Airport Sponsor Assurances
 4. FAA Airport Sponsor & Airport User Rights and Responsibilities

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Jason Ridenour, Interim City Manager

APPRAISAL REPORT



PORTERVILLE MUNICIPAL AIRPORT

Market Rent of Airport Properties
1893 South Newcomb Street
Porterville, California

Date of Value:
November 15, 2024

Client:
City of Porterville



HopperCompany
Real Property Valuation



HopperCompany
Real Property Valuation

December 6, 2024

Claudia Calderon, Acting Community Development Director
City of Porterville
291 North Main Street
Porterville, California 93257

RE: *Market rent appraisal of Porterville Municipal Airport properties in Porterville, California.*
Our file no. 24-091.

Dear Ms. Calderon:

We are pleased to transmit the attached appraisal report, which communicates our opinions of rental value for a variety of properties owned by the City of Porterville that are part of the Porterville Municipal Airport. These properties include aircraft hangar buildings, a restaurant café building, sites suitable for aircraft-related uses, and farmland in and around the airport.

The City of Porterville is reviewing their existing leases for these properties as well as marketing available properties to potential tenants, and an appraisal is needed to help determine market rent levels. The client for the assignment is the City of Porterville and they have ordered the attached appraisal.

The purpose of the appraisal is to provide opinions of market rent for the leased fee interest in each of the various airport-related property types that the city owns. Some of the valuations are specific to an individual property, while other valuations relate to a type of property where there are numerous such facilities. The effective date of value is November 15, 2024 and these are current value estimates.

Any reader of the attached report is cautioned to understand the limited purpose for which it has been prepared. Reliance upon the information, data, or conclusions indicated within the report by anyone other than the client, or for any reason other than the intended use that is stated, is inappropriate. This letter simply transmits the attached appraisal report and it should not be considered the report itself.

Thank you for this appraisal assignment. If you have any questions about the valuation or the written appraisal report, please contact us.

Sincerely,

Ross E. Lenz, MAI
CA #AG043508 (expires 1/10/2026)

Keith J. Hopper, MAI, R/W-AC, AI-GRS
CA #AG002559 (expires 10/4/2026)

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INTRODUCTION TO THE APPRAISAL



HopperCompany
Real Property Valuation

THE APPRAISAL PROBLEM

The Porterville Municipal Airport is a general aviation facility encompassing some 940 acres in Porterville, California. It is owned by the City of Porterville and operated as a public-use facility that serves both private and governmental users. A variety of land and building types are available for rental, including aircraft hangar buildings, a restaurant café building, sites suitable for aircraft-related uses, and dry and irrigated farmland.

The City of Porterville is reviewing their existing leases for these properties as well as marketing available properties to potential tenants, and an appraisal is needed to help determine market rent levels. The client for the assignment is the City of Porterville and they have ordered this appraisal. No other intended users or uses of the appraisal have been identified.

The purpose of the appraisal is to provide opinions of market rent for the leased fee interest in each of the various airport-related property types that the city owns. Some of the valuations are specific to an individual property, while other valuations relate to a type of property where there are numerous such facilities. The effective date of value is November 15, 2024, which is when the properties were inspected by the appraisers, and these are current value estimates.

The appraisal has been prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. The results of the appraisal are being communicated in this narrative-style appraisal report that provides a concise presentation of the important facts and information having an impact on the value of the subject properties.

There are several underlying assumptions and conditions that are made throughout this appraisal that affect the value conclusions that are reached. They are detailed later in the *Assumptions and Limiting Conditions* section of this report and should be fully read and understood to have a proper basis on which to consider the value conclusions.

The appraisers who have prepared and signed this appraisal report are competent to value this type of property and are qualified under the competency rule of the USPAP. A detailed list of the appraisers' qualifications is shown in the addenda of this report. No one else provided significant professional assistance to the persons signing this report.

This appraisal report is a copyrighted work and neither all nor any part of this document may be copied, reproduced, transmitted, or incorporated into any information retrieval system in any form or by any means without the express written permission of the authors. The descriptions, data, analyses, opinions, and conclusions contained herein are intended for the exclusive use of the client and are to be used solely for the intended use that is stated. The Hopper Company retains all ownership of this work and the client is simply granted a license to use the work for the intended use. © Copyright 2024 by the Hopper Company. All Rights Reserved.

DEFINITIONS OF TERMS

The following terms are used throughout this appraisal report.

Appraisal: The act or process of developing an opinion of value; an opinion of value (noun). Of or pertaining to appraising and related functions such as appraisal practice or appraisal services (adjective). (*Uniform Standards of Professional Appraisal Practice*, Appraisal Foundation, 2024 edition, pg. 3).

Report: Any communication, written or oral, of an appraisal or appraisal review that is transmitted to the client or a party authorized by the client upon completion of an assignment. Two types of reports may be written under USPAP: Appraisal Report or Restricted Appraisal Report. (*Uniform Standards of Professional Appraisal Practice*, Appraisal Foundation, 2024 edition, pg. 6).

Real Estate or Real Property: Real estate is an identified parcel or tract of land, including improvements, if any. Real property is the interests, benefits, and rights inherent in the ownership of real estate. (*Uniform Standards of Professional Appraisal Practice*, Appraisal Foundation, 2024 edition, pg. 5).

Market Rent: The most probable rent that a property should bring in a competitive and open market under all conditions requisite to a fair lease transaction, the lessee and lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus. Implicit in this definition is the execution of a lease as of a specified date under conditions whereby:

1. Lessee and lessor are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. Payment is made in terms of cash or in terms of financial arrangements comparable thereto; and
4. The rent reflects specified terms and conditions typically found in that market, such as permitted uses, use restrictions, expense obligations, duration, concessions, rental adjustments and revaluations, renewal and purchase options, frequency of payments (annual, monthly, etc.), and tenant improvements (Tis).

(*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 116-117).

Fee Simple Interest: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 73).

Leased Fee Interest: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 105).

Personal Inspection: The appraiser's in-person observation of the subject property performed as part of the scope of work. An appraiser's personal inspection is typically limited to those things readily observable without the use of special testing or equipment. A personal inspection is not the equivalent of an inspection by an inspection professional (e.g., a structural engineer, home inspector, or art conservator). (*Uniform Standards of Professional Appraisal Practice*, Appraisal Foundation, 2024 edition, pg. 5).

SCOPE OF WORK IN THE APPRAISAL

The scope of work undertaken in this appraisal refers to the type and extent of research and analysis that is performed in answering the appraisal problem and completing the assignment. An appropriate scope of work is determined based on input from the client and it leads to credible assignment results as measured within the context of the intended use of the appraisal. The scope of work includes the degree to which the subject properties are identified and inspected, the type of data that is sought and the level of research that is performed, and the type and extent of analyses that are applied to arrive at opinions and conclusions. Credible assignment results require support by relevant evidence and logic. (*Uniform Standards of Professional Appraisal Practice*, Scope of Work Rule, Appraisal Foundation, 2024 edition, pgs. 15-16).

Subject Property Identification & Inspection

In this appraisal, the appraisers have sought to become as knowledgeable about the subject properties and the market within which they operate as typical market participants would be. With this goal in mind, it is important to recognize that the appraisal is performed with a limited amount of data and that various legal, monetary, and time constraints may preclude the appraisers from making exhaustive investigations.

The following tasks and investigations have been performed:

- The assignment was ordered by Claudia Calderon, Acting Community Development Director for the City of Porterville.
- A meeting was held with Richard Tree, Airport Manager, on September 25, 2024 to discuss the appraisal assignment and the statuses of the subject properties. A request was made for certain information that is relevant to the assignment, and Mr. Tree provided a list and maps of the properties to be appraised, details about their sizes, and information about typical lease terms.
- Mr. Tree also gave a tour of the airport on that date. During this inspection, the appraisers viewed the various facilities and took notes and photographs of them.
- Once additional information was provided and the assignment modified, the appraisers visited the airport again on November 15, 2024 to inspect the properties again along with some additional properties.
- Research was performed to determine the property ownerships and an ownership history for each property is researched going back a minimum of three years.
- Investigations were made into the applicable zoning and other land use restrictions impacting the use and development of the properties.

Data Research

To properly understand the market in which the subject properties operate, several additional steps are taken:

- The surrounding neighborhood area has been visually inspected to identify existing land use patterns and trends, property conditions, potential market transactions, and other influences affecting the properties.

- Demographic, regulatory, and economic data on the neighborhood, city, and region of each property are collected from various governmental, Internet, and private sources to help in identifying trends that may be impacting their values.
- Specialized research is made into the unique characteristics of each property's market segment to better understand the forces and factors that influence value and the market conditions affecting supply and demand.
- Discussions are held with various market participants to gain insight into market conditions and transactions, including other local airport managers, farmers, and appraisers.
- Efforts are made to verify the market data with parties who are knowledgeable of the transactions. All the data used in this appraisal is believed to be reliable and correct, and where inconsistencies or conflicting information is provided only the most trustworthy data is used.

Valuation Analysis

Once the necessary background information about the subjects and their market area are gathered, the following analysis is performed.

- Due to the nature of the subject properties, a rental comparison approach to value is performed for each of the property types.
- The results of the appraisal process are then communicated in this narrative-style appraisal report that provides a concise presentation of the important facts and information having an impact on the rental value of the subject properties.

EFFECTIVE DATE OF VALUE AND APPRAISAL REPORT

The effective date of value represents the point in time to which the appraisal analyses and opinions pertain, and in this report the date of value is November 15, 2024. This is when the appraisers made their most recent inspection of the airport properties, and all assumptions and analyses used in the appraisal are based upon valuing the properties as of this point in time. The concluded values are current value estimates because the effective date is concurrent with the date that the appraisal report was prepared.

The date of the appraisal report is December 6, 2024. This is the point in time when the final value conclusions were established and the completed appraisal report was transmitted to the client. This date helps to establish the perspective of the appraisers in relation to the effective date of value.

ASSUMPTIONS AND LIMITING CONDITIONS

The assumptions and limiting conditions listed below are central to this appraisal. The list includes basic assumptions and limiting conditions that are typical of many appraisal assignments as well as any extraordinary assumptions or hypothetical conditions that are specific to the subject properties and this assignment. This appraisal should only be relied upon within the context of these items.

Basic Assumptions

1. The information and data reported in this appraisal has been obtained from sources that are deemed to be reliable. They are believed to be correct, but cannot be guaranteed by the appraisers. Sources such as government agencies, financial institutions, attorneys, accountants, appraisers, brokers, and buyers and sellers are believed to be true and correct unless conflicting information is discovered through another source. In cases of conflicting information, only reasonable and verifiable data is used, however, no responsibility for the accuracy of such information is assumed by the appraisers.
2. It is assumed that all information provided by the property owner and any persons employed by them is accurate and complete. This would include information about the subject properties' physical condition, current and past economic performance, lease agreements, condition of title, and any other items or details that could potentially impact the properties' valuation.
3. The effective date of value that applies to the opinions expressed in this report is set forth in the appraisal report. The appraisers assume no responsibility for events, conditions, or circumstances that may subsequently arise and alter the economic or physical condition of the subject properties and the opinions and conclusions stated herein.
4. No opinion as to title is rendered. Data on ownership and legal descriptions have been obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements, and restrictions except those specifically expressed in the report.

5. It is assumed that the properties are in full compliance with all applicable zoning and use restrictions unless otherwise indicated in the report. It is further assumed that the properties are in complete compliance with all federal, state, and local laws and regulations governing environmental issues, unless otherwise indicated.
6. The properties are appraised assuming them to be under responsible ownership and competent management. It is assumed that all required licenses, consents, and other legislative or administrative authority have been or can be obtained for any use on which the value estimates contained in this report have been based.
7. No encroachment of real property improvements is known to exist, and it is assumed that the utilization of the land and any improvements is within the boundaries of the property lines of the properties described in this report, unless otherwise indicated.
8. It is assumed, unless indicated to the contrary in this report, that there are no hidden or unapparent conditions of the properties, their subsoils, or any structures that would render them more or less valuable. No responsibility is assumed for such conditions, and any reports provided to the appraisers by experts in these matters are accepted as true and correct.
9. No opinion regarding the value of subsurface oil, gas, or mineral rights is expressed. The properties are not believed to be encumbered by easements nor rights to surface entry for the exploration or removal of such materials unless expressly stated.
10. Unless otherwise stated in this report, the existence of hazardous material substances, including without limitation asbestos, polychlorinated biphenyls, urea-formaldehyde, foam insulation, petroleum leakage, agricultural chemicals, or other potentially hazardous materials, which may or may not be present on the subject properties, were not called to the attention of nor did the appraisers become aware of such during the appraisers' inspection. The appraisers have no knowledge of the existence of such materials on or in the properties unless otherwise stated. The appraisers, however, are not qualified to test or detect such substances. The presence of such hazardous substances may affect the value of the properties. Unless otherwise indicated in the report, all values estimated in this appraisal assume that no hazardous substances exist on or in the properties or in such proximity to them that would cause a loss in value. No responsibility is assumed for any hazardous substances or for any expertise or knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
11. This appraisal report should not be considered an inspection report on the physical nature or condition of the properties. The subjects have been inspected on a casual level and no attempt beyond ordinary visual inspection has been made to determine the adequacy or condition of the properties. The appraisers are not construction, engineering, environmental, or legal experts, and any statements given on these matters should be considered preliminary in nature. It is assumed, unless otherwise noted, that all improvements meet applicable building codes.

Limiting Conditions

12. This appraisal is provided only for the purpose of property valuation and the appraisers are neither qualified nor attempting to go beyond that narrow scope. The reader should be aware

that there are inherent limitations to the accuracy of the information and analysis contained in this appraisal.

13. The liability of the appraisers and the Hopper Company is limited solely to the client and only to the amount of the fee actually paid for the appraisal services. Any third parties not identified as intended users who rely upon this appraisal, its facts, or conclusions, do so at their own risk and waive the right to bring any action, directly or indirectly, against the appraisers or firm.
14. The appraisal report is a technical document designed to serve the specific needs of the client and any other intended users that are specifically identified. Other readers are cautioned that the report may not contain all the information known by the appraisers concerning the subject properties or the real estate market. While no factors considered to be significant have been knowingly withheld, there is a potential that information of importance to another reader may not be included in the report.
15. This appraisal is performed with a limited amount of data. These limitations arise from economic, physical, and legal constraints that prohibit the appraisers from making exhaustive investigations about the subject properties, the real estate market, and the comparable data.
16. A reasonable attempt to gather, investigate, and verify the comparable data used in this appraisal is made by the appraisers consistent with the efforts typically made by other real estate professionals operating in the local market. However, the analyses and conclusions used in this appraisal are subject to the accuracy of such data.
17. No opinion is intended to be expressed for legal matters or that which requires specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers.
18. No engineering survey of the properties has been made by the appraisers. Data relative to size, dimensions, and area are derived from sources deemed reliable. Maps, plats, and exhibits included in the report are for illustration only and should not be relied upon for any other purpose.
19. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the authors, particularly as to the valuation conclusions, the identity of the appraisers or firm with which they are connected, or any reference to the Appraisal Institute or to the MAI or AI-GRS designations.
20. Possession of this report or any copy thereof does not carry with it the right of publication, nor may the same be used for any purpose by anyone except the appraisers, without the previous written consent of the appraisers, and in any event, only in its entirety.
21. No right to expert testimony is included with this report and the fee for this appraisal does not include payment for pre-trial conferences, taking of depositions, exhibit preparation, expert witness fees, or other additional work beyond the initial scope of this assignment. If the appraisers are subsequently required to provide any such services, the client or party initiating the demand will be responsible for payment of expert fees associated with the time and effort needed to provide them.

22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of the subject properties to determine whether or not they are in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the properties together with a detailed analysis of the requirements of the ADA could reveal that the properties are not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the properties. Since the appraisers have no direct evidence relating to this issue, possible non-compliance with the requirements of ADA was not considered in estimating the values.
23. The age of any improvements to the subject properties mentioned in this report should be considered an estimate based upon circumstantial, conversational, or documented evidence.
24. No separation of land and any improvement values may be used for any other purpose than that delineated elsewhere in this report.

CERTIFICATION OF THE APPRAISAL

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the properties that are the subjects of this report and no personal interest with respect to the parties involved.
- We have performed no services, as appraisers or in any other capacity, regarding the properties that are the subjects of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the properties that are the subjects of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of predetermined values or a direction in value that favors the cause of the client, the amount of the value opinions, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- We have made a personal inspection of the properties that are the subjects of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, we have completed the continuing education program for Designated Members of the Appraisal Institute.
- We are competent to complete this appraisal assignment. Any steps necessary to achieve competency are disclosed in this report.
- This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.



Ross E. Lenz, MAI
CA #AG043508 (expires 1/10/2026)



Keith J. Hopper, MAI, R/W-AC, AI-GRS
CA #AG002559 (expires 10/4/2026)

REGIONAL AREA AND NEIGHBORHOOD INFORMATION



HopperCompany
Real Property Valuation

REGIONAL AREA INFORMATION

The Porterville Municipal Airport is in the city of Porterville in Tulare County, California. The county is near the center of the state in the heart of the San Joaquin Valley, a vast 450-mile-long region that forms its interior. While the Valley has long been overshadowed by the major metropolitan areas of Southern California and the Bay Area, it is now the fastest growing section of California and is a rich agricultural region that is often referred to as the “bread basket of the world.” The county of Tulare is one of six counties comprising the southern San Joaquin Valley region of California and it is made up of eight incorporated cities and over 40 smaller unincorporated communities.

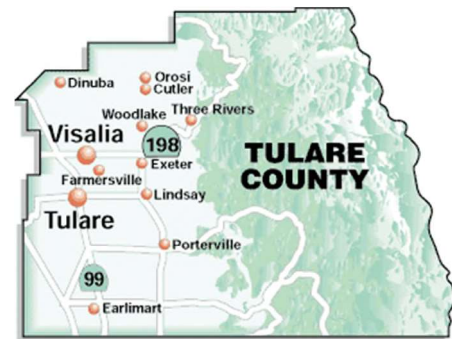


Porterville is in the southern section of Tulare County along the foothills of the Sierra Nevada Mountains. The city is 24 miles southeast of Visalia along State Route 65 and some 51 miles north of Bakersfield, the two largest nearby cities. Porterville is also centrally located within California being 165 miles north of Los Angeles, 171 miles east of the Central Coast, and 253 miles south of San Francisco.

Geography

Tulare County is situated between the Sierra Nevada Mountains to the east and the Coastal Mountains to the west. It covers nearly 4,935 square miles with about one-third of the area on the valley floor. The remaining land area is principally in the eastern section of the county and it consists of foothills, timbered slopes, and high mountains. Elevations vary from 270 feet above sea level on the valley floor to a peak of 14,495 feet at the top of Mount Whitney, the highest point in the continental United States.

The county is an area of superlatives and it serves as home to the nation’s tallest mountain, the world’s largest tree, the world’s biggest dairy herd, and the oldest living thing on earth. The giant Sequoia trees, some of the largest and oldest living things, are found in the Sequoia National Park.¹



Location & Accessibility

Porterville is one of a relatively small number of medium-sized San Joaquin Valley communities that are not situated along State Route 99, the main corridor running through the heart of the state. Instead, Porterville lies some 30 miles to the east of Highway 99 at the intersection of State Routes 65 and 190. This remoteness gives Porterville a unique character.

Both Route 65 and Route 190 connect to Route 99, which makes for relatively good accessibility for both truck and passenger traffic. There are several major truck carriers that provide daily service to the area

¹ Tulare County Economic Development Corporation, www.sequoiavalley.com.

as well as overnight service to the major metropolitan areas of California. The nearest port facilities are the Los Angeles harbor some 168 miles to the south and the Stockton port situated 193 miles northward. General aviation and charter airplane services are available at the Porterville Municipal Airport.

Population Trends

While often viewed as the downtrodden sibling to California's coastal powers, the San Joaquin Valley has emerged as an area on the rise as it has outpaced the Bay Area and Southern California in both population and economic growth. Of the twenty fastest-growing counties in the state, twelve are in the Valley. While many Valley counties have strong birth rates, suggesting residents planting roots in the region are doing so to have children in a place that is far more affordable than the coastal counties, the Valley is also seeing an influx of new residents from other parts of the United States. At the same time, the Bay Area and Southern California are losing tens of thousands of residents to other parts of the state and country.



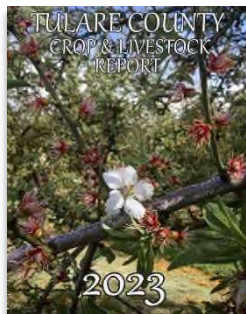
California's Department of Finance placed Tulare County's population at 478,918 people as of January 2024, ranking it 17th in size amongst California's 58 counties. This is an increase of 0.9% or 4,238 people over the previous twelve months, and it distinguishes the area as the 8th fastest growing county in California during 2023.² The state saw a 0.2% increase in population, the first such growth in four years following a period of significant exodus. The southern San Joaquin Valley contributed greatly to the state's gains with all six of its counties showing population increases. Over the past ten years, Tulare County's population has grown by 3.7% or a compounded rate of 0.4% per year, and it has continued to increase every year for more than 50 years.

Porterville registered a population of 62,934 people at the beginning of 2024 for an increase of 426 residents or 0.7% for the year. This ranks Porterville fifth amongst Tulare County cities for the rate of growth last year and establishes it as California's 141st largest city.



Economy & Industry

The primary industry in Tulare County is agriculture and in 2023 the county ranked as the third highest grossing area in the United States with a total commodity value of \$7.867 billion. This is a decline of \$745.7 million or -8.7% from the prior year's production value of \$8.612 billion, which was an historic high, and it represents the fourth highest valuation on record.



Milk remains the county's leading commodity with a value of \$2.039 billion or 26% of the total crop value, and its \$632.1 million reduction in value over the last year contributed greatly to the county's loss. A 3.9% decrease in milk production coupled with a \$7.00 per hundredweight fall in pricing led to the loss. While Tulare County is a leading milk producing area in the U.S., the local dairy industry is struggling under the weight of growing environmental regulations, rising labor

² California Department of Finance, www.dof.ca.gov

costs, and fluctuating milk prices, which have led some operators to relocate to other states or simply close their facilities.

Value declines were also seen for field crops (-26%), nursery products (-5%), and fruit and nuts (-2%), while increases were recorded for vegetables (46%), livestock and poultry (20%), and apiary products (14%). Following milk at number one, other top crops included grapes (\$997 million), cattle and calves (\$911 million), oranges (\$797 million), pistachios (\$506 million), almonds (\$388 million), tangerines (\$366 million), lemons (\$214 million), nectarines (\$206 million), and corn (\$196 million).

Tulare County's crops provide food and fiber to nearly 90 countries throughout the world with the top export countries being China, Korea, Japan, Mexico, Taiwan, and India.³

Labor & Employment

Farm-related employment represents more than one-quarter of all jobs in Tulare County and it is perpetually the largest employment sector. Other sectors that make up the local economy include government, retail trade, manufacturing, educational and health services, leisure and hospitality, professional and business services, and construction.

Tulare County's available labor pool was 212,300 people as of October 2024 with an unemployment rate of 9.8% for the month. This is higher than the 9.3% jobless level of the previous month, but is consistent with the 9.8% rate experienced a year ago. The job market made great strides in recovering from the peak unemployment level of 18.7% that was experienced in April 2020 when awareness of the COVID-19 virus became widespread, dropping to as low as 7.1% in May 2022, but more recently the economy has slowed and the jobless rate has risen again. For the month, Tulare County ranked 57th out of 58 counties in California for unemployment.

Porterville's labor force was 26,500 workers in October 2024 with unemployment of 13.5% for the month. This is similar to the 13.6% jobless level that was reported a month earlier, but is down from the 14.9% experienced a year ago. Some of Porterville's largest employers include the Porterville Developmental Center, Porterville Unified School District, Walmart, and Sierra View Local Health Care District.

Real Estate Market

The local real estate market has generally been on an upward trend for more than a decade with only periodic pauses in property value appreciation before resuming its push higher to historic value levels. The rate of value appreciation has slowed in the past two years due to sharp increases in interest rates and steep inflation, but the market has been resilient and property values been steady to increasing.

Previously, home values in Tulare County peaked in December 2005 with a median house price of \$269,711, and the low point in the market was reached in April 2011 when house prices sat at a median level of just \$111,600. Since the low point of the trough, house values have recovered nicely and in June

³2023 Tulare County Crop and Livestock Report, September 2024, Tulare County Agricultural Commissioner/Sealer.

2020 the median value stood at \$270,000, eclipsing the previous record high for the first time. Since then, existing home prices have continued to rise reaching a new all-time high of \$391,750 in October 2024.⁴

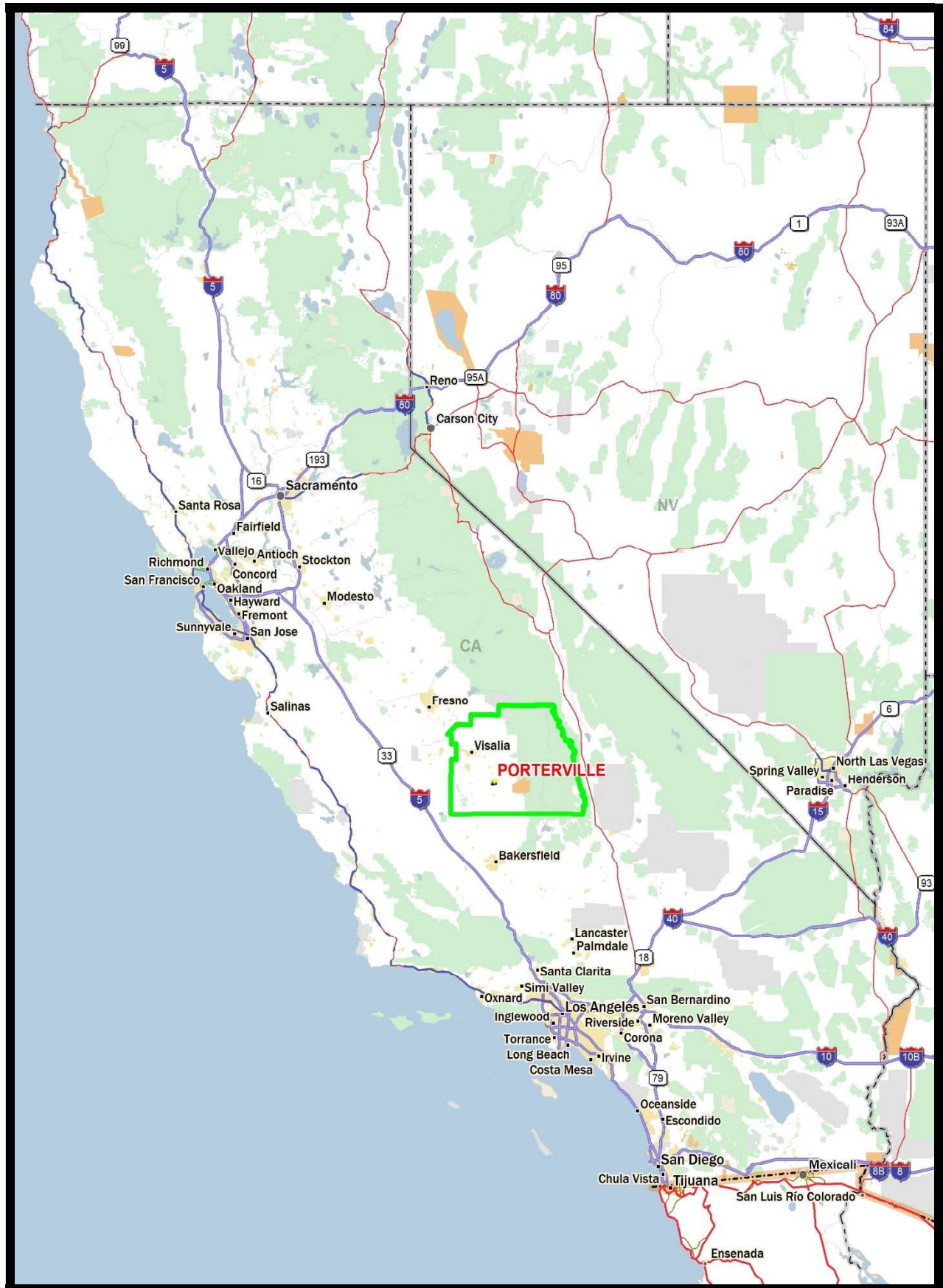
Commercial property values in the local market tend to follow similar trends to those being seen nationally. According to the October 2024 *RCA Commercial Property Price Index*, a published index that tracks price changes by examining re-sales of commercial properties across the United States, the aggregate index for the core property types (office, retail, industrial, and multifamily) in non-major metropolitan areas saw a 0.2% increase in property prices in the last month. Over the prior 12-month period the index is down -0.8%. “Commercial property prices continued to stabilize in October as the U.S. market gradually moves into recovery mode. . . . As the Federal Reserve began to implement rate cuts earlier this year, the uncertainty on inflation and borrowing costs, which had previously depressed transaction activity, started to diminish. Less uncertainty could foster greater alignment between buyers and sellers on asset pricing as we head into the new year.”⁵

Conclusions

In general, Tulare County and the city of Porterville are rural areas located in the center of California’s San Joaquin Valley agricultural region. Both experienced population growth in 2023, with Porterville once again showing gains after seeing losses in the two prior years. Unemployment levels remain some of the highest in California and have been trending higher over the last year as the economy slows. The commercial real estate market continues to show unrest as high interest rates, steep inflation, and the upcoming U.S. Presidential election cause uncertainty.

⁴ *Median Prices of Existing Detached Homes*, California Association of Realtors, www.car.org

⁵ *RCA Commercial Property Price Indices*, October 2024, Real Capital Analytics, www.rcanalytics.com.

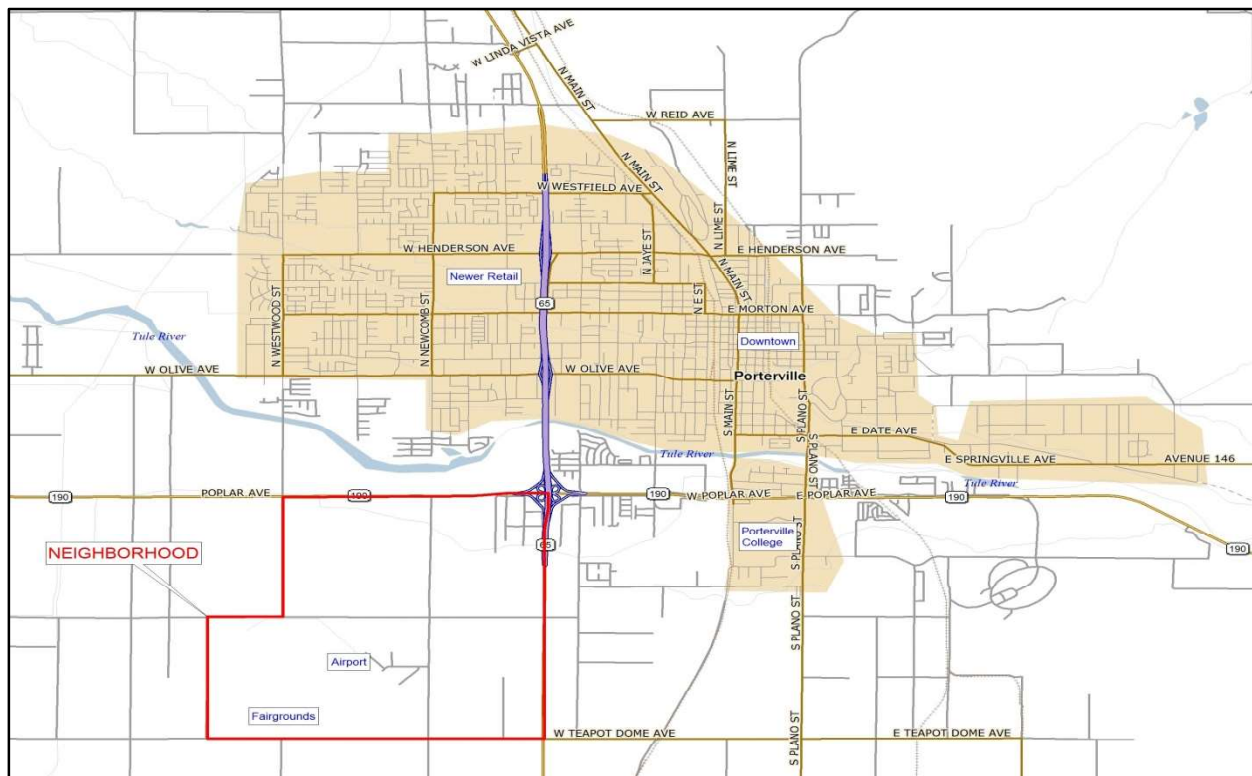
**CITY LOCATION MAP**

NEIGHBORHOOD AREA INFORMATION

The neighborhood area where the subject properties are located is generally referred to as the airport district of Porterville. The Porterville Municipal Airport is an important and vital part of the community and it is the anchor of this neighborhood.

Boundaries & Location

The boundaries that delineate this neighborhood are State Route 190 on the north, Teapot Dome Avenue (Avenue 128) on the south, State Route 65 on the east, and Roads 216 and 224 on the west.



The neighborhood is situated in the southwest quadrant of Porterville's urban area to the southwest of the intersection of State Routes 65 and 190. It is some 1½ miles southwest of the downtown central business district of the city, which is home to City Hall, the financial district, and an older retail and office area of town. The more modern retail district is found two miles to the north along Henderson Avenue. The campus of Porterville College is 1¼ miles to the east.

Access & Linkages

Two of the main entrances to the city are State Routes 65 and 190. These public highways provide important linkages to other nearby communities as well as to major freeways like State Route 99, which runs through the heart of the San Joaquin Valley. State Route 65 helps to connect Porterville with

Bakersfield to the south and Visalia to the north, the two nearest population centers of over 100,000 people each.

Other important streets within the neighborhood include Scranton Avenue (Avenue 136), Westwood Street, Teapot Dome Avenue (Avenue 128), and Newcomb Street (Road 232). These roads carry much of the traffic in and through the neighborhood, and they cross or intersect with the surrounding highways.

Neighborhood History

The Porterville Municipal Airport was originally used as a military facility and aviation training area dating back to the time of World War I. The runway and surrounding land were owned and operated by the federal government. In 1948, the property was deeded to the City of Porterville following passage of the Surplus Property Act of 1944.

The city has continued to own and operate the airport since that time, and it now consists of some 940 acres of land. It is classified as a General Aviation Airport in the *National Plan of Integrated Airport Systems* (NPIAS), which refers to airports that do not receive scheduled commercial service. The airport has a single runway measuring 6,000 feet in length and 150 feet wide along with appropriate taxiways and aprons. Several different types and sizes of hangars are available along with open aircraft tie-downs. Aircraft fueling services and a café also cater to pilots. Plans are now underway to lengthen the runway to 7,800 to accommodate larger aircraft, and in 2022 the city was awarded a \$4.44 million grant from the Federal Aviation Administration to rehabilitate parallel taxiways and reconfigure connecting taxiways.

A variety of general aviation aircraft utilize the facility, including single- and multi-engine propellers, turbojet, and helicopters.⁶ The U.S. Forest Service and the California Department of Forestry and Fire Protection also jointly maintain a base of operations for firefighting in the nearby Sequoia and Kings Canyon National Parks.

In recent years, the city has been acquiring farmland in the immediate area of the airport. The purpose has been to provide land where effluent water from the city's sewer treatment plant can be spread, but they have also made some efforts to encourage development of urban service commercial or industrial facilities that are compatible with the airport itself. While these efforts are bearing some fruit, much of the neighborhood remains rural in character with significant ongoing farming operations.

Urban Land Uses

The entire neighborhood area is now within Porterville's urban area boundary, which is its sphere of influence, although not all properties are inside the urban development boundary that governs where annexations are allowed. With the urban development boundary, the General Plan designates a mix of Industrial, Industrial Park, Public/Institutional, Parks and Recreation, Residential, and Retail Center type uses.

⁶ *Airport Layout Plan Narrative Report*, prepared for the City of Porterville by Aries Consultants Ltd in association with Tartaglia Engineering, April 2006.

Much of the existing urban development is centered around the airport where various aircraft, industrial, and public utility companies have located. Businesses engaged in aircraft maintenance and storage are found in a small business park next to the airport along with other companies doing light manufacturing, construction, or vehicle repair. Other businesses outside of the immediate airport environs include Young's Trucking, Porterville Sheltered Workshop, SoCalGas, and Southern California Edison Company.

Public uses are often recreation oriented. This includes the Porterville Sports Complex, an 83-acre facility that offers soccer fields, baseball and softball diamonds, and an off-highway vehicle park. The Porterville Fairgrounds were also relocated to a 25-acre site in this neighborhood, and now the annual fair and other periodic exhibitions and events are held here. Recently, the County of Tulare completed construction of the South County Detention Facility, a 100,000-square-foot jail that can house 519 inmates that is located along Scranton Avenue, north of the airport.

Airport-related facilities include various airplane repair, maintenance, storage, fuel, and hangar buildings. A restaurant and airplane fueling facilities situated just off the airport runway help to attract travelers, as there are few airports between Los Angeles and Sacramento that offer the convenience of both services.

One major project that opened in 2023 is the Eagle Mountain Casino. The Tule River Indian Tribe relocated its existing casino operations from their reservation about 15 miles away to a 40-acre site west of the airport. The new facility includes 105,000 square feet of casino gaming space along with several restaurants and lounges. Also being planned are a 250-room hotel, a 1,700-seat entertainment center, and a banquet hall and meeting space.

Residential land uses represent a relatively minor part of the neighborhood. They are mostly situated near the northeast corner where a rural subdivision was developed several decades ago. These homes are typically of low to fair quality and are in fair to poor condition. No new urban subdivision development has taken place in the neighborhood in recent years and the General Plan does not envision any expansion of residential uses into the area. While the General Plan does designate some lands along the highways as Retail Centers, no commercial development has yet taken place and none is reasonably expected for many years to come.

Rural Land Uses

Despite the growing impact of urban development on the neighborhood, much of the land area is still devoted to rural uses. Ample acreages of farmland are actively being used in the production of oranges, alfalfa, oat hay, wheat, and olives. Because of the neighborhood's proximity to town, the area is also popular for rural residences and several homesites are scattered through the area, often on large farming properties.

Those lands that have not yet been annexed by the city continue to be controlled by the county, who has zoned them primarily for exclusive agricultural uses with 10 to 20-acre minimum parcel sizes. This zoning is intended to help protect the general welfare of the agricultural community from encroachments of unrelated uses.

Tule Sub-Basin

The entire neighborhood is in the boundaries of the Tule Sub-basin, which was formed in the wake of California's passage of the Sustainable Groundwater Management Act (SGMA) in September 2014. This act understands that local agencies are best positioned to assess the condition of their groundwater basins and take steps to bring them back into balance after chronic long-term overdraft.

The Tule Sub-basin has six groundwater sustainability agencies (GSAs) who are working together to coordinate activities throughout the sub-basin. Three GSAs overlap the neighborhood, with the Eastern Tule GSA (ETGSA) having the largest reach. This GSA is comprised of the City of Porterville, Porterville Irrigation District, Saucelito Irrigation District, Teapot Dome Water District, Vandalia Water District, Terra Bella Irrigation District, Kern-Tulare Water District, and the County of Tulare. In total, ETGSA encompasses 161,174 acres of land area, and more than half of the acreage does not receive surface water as part of an irrigation district or water system.

The Tule Sub-basin's reliance on groundwater has led to overdraft of nearly 115,300 acre-feet per year, with ETGSA accounting for about 61,000 acre-feet or just over one-half of that total. In addressing the situation, ETGSA is establishing water budgets for landowners that will lead toward sustainability. While credits will be given for water banking, penalty fees will be imposed on users who exceed their allotment. Requirements to reduce groundwater pumping begin gradually during the first 10 years and then become more aggressive in the latter half of the transition period.⁷



"Overpumping of groundwater has depleted aquifers, dried up household wells and degraded ecosystems. The land is literally sinking, throttling the Friant-Kern Canal, a major artery that bisects the area on its way to bringing much-needed water south to farms and communities in Kern County." The Friant-Kern Canal passes through the ETGSA, including much of the canal's middle reach where the capacity correction project is planned, so ETGSA is now working to adopt a *Land Subsidence Monitoring and Management Plan*. This plan will implement measures necessary to minimize future non-recoverable land subsidence along the canal in the SGMA transition period from 2020 to 2040, and thereafter preclude subsidence entirely. Despite these efforts, ETGSA still anticipates that another three feet of subsidence to the canal will occur during the transition period, and as a result they have come to an agreement where they will fund up to \$200 million in repairs to the canal.

The land subsidence plan proposes to establish managed areas where groundwater management actions may be different than those specified in ETGSA's groundwater sustainability plan. The managed area will extend two miles east and west of the Friant-Kern Canal from the Tule River south to the southern boundary of the ETGSA, and 96 management zones will be established in this area. The land elevation in each management zone was measured as of January 2020, and as future subsidence occurs increasing limitations will be imposed on groundwater pumping.

⁷ *In the heart of the San Joaquin Valley, two groundwater sustainability agencies try to find their balance*, Water Education Foundation, Gary Pitzer and Douglas E. Beeman, January 29, 2021.

Adjoining Areas

The neighborhoods to the north and east are similar to the subject's rural land uses. They are comprised primarily of scattered rural homesites and production agriculture. Agriculture in the area includes oranges, olives, walnuts, alfalfa, oat hay, table grapes, and lemons. Some new urban residential development is also beginning to occur in this area.

The neighborhoods to the south and west of the subject's neighborhood are outside of the Porterville city limits and urban planning boundary. They too are decidedly agricultural in nature. The Friant-Kern Canal passes through this area on a portion of its 152-mile course taking water from Millerton Lake to the Kern River.

Conclusion

The subject neighborhood is a remote industrial, public, and residential area of Porterville that is on the outskirts of town. For many years, the most prominent use was the Porterville Municipal Airport followed by open space and recreation facilities owned by the City of Porterville. With the Eagle Mountain Casino now open, there is additional interest being shown in the neighborhood and property values have risen in the past two years.

METHOD OF VALUATION



HopperCompany
Real Property Valuation

METHOD OF VALUATION

There are three approaches to value that are often used in appraisals for estimating market value, but market rent is more commonly determined using only a rental comparison approach. This is a derivation of the sales comparison approach, which is based on the principles of supply and demand, substitution, and balance; these principles often lead market participants to value properties based on the prices, or rents, being paid for other similar and competing properties in the local market. On this basis, the rental comparison approach seeks to estimate market rent for the subject properties by comparing them to the rental rates and terms being obtained for other airport-related properties that are either leased or being offered for lease.

Search for Comparable Data

In searching for comparable lease data for each of the subject's different property types, research is done of other airport facilities in the Southern San Joaquin Valley of California. Useful information was obtained from seven public airports, all of which are owned and operated by local cities. These are general aviation facilities that do not offer any commercial passenger flights. The airports from which data is used in this appraisal are summarized below.

Visalia Municipal Airport encompasses 821 acres located near the interchange of State Routes 99 and 99. It features a single runway that is 6,559 feet in length and 150 feet wide along with a 50-foot-wide full-length taxiway. The airport previously had commercial aviation services provided by United Airlines, SkyWest, Great Lakes Airlines, SeaPort Airlines, and Scenic Airlines, but this ended in 2016. Now, the airport is used by freight carriers, private aviation, charter services, and aircraft maintenance and fueling providers. Facilities include a commercial terminal, a business aviation terminal, several public and private aircraft hangars, a fire station, a helicopter pad, and numerous open tie-down aprons for aircraft. The airport does not have an air traffic control tower, but does offer an instrument landing system and modern runway lighting.

Mefford Field Airport in Tulare is situated along State Route 99 highway at the southern end of the city, and it accommodates both local and transient aircraft. The 180-acre airport handles nearly 30,000 annual flight operations on its single runway, which measures 3,901 feet long by 75 feet wide. Other facilities include six hangar buildings, two 10-unit T-hangars, and twelve single-engine individual hangars.

Hanford Municipal Airport is found along State Route 198 highway on the eastern edge of the city, and it is the only publicly-owned airport in Kings County. The airport spans 295 acres and has a single runway that is 5,180 feet long by 75 feet wide; it is designed to accommodate aircraft with wingspans up to 79 feet and speeds up to 121 knots. West of the runway, a parallel taxiway and exit taxiways provide connections to the fixed base operator, aircraft parking and storage areas, and the fueling facility. A fixed base operator building is present along with box, shade, and T-hangars and an aircraft wash rack.

Delano Municipal Airport is a 520-acre facility situated along State Route 99 at the city's southern end. The runway is 5,659 feet long by 75 feet wide and is used on a regular basis by military, air charter, air ambulance, and other flying services. The city has a variety of hangars available for rent as well as land parcels. Aviation fueling is available by card lock system along with a terminal building.

Bakersfield Municipal Airport is one of two publicly-owned aviation facilities in the city. While the larger Meadows Field Airport is the primary commercial airport handling both domestic and international flights, this is a smaller general aviation facility. It is in the central part of the city, some two miles east of State Route 99 highway. The airport grounds cover 253 acres and they accommodate a runway of 4,000 feet in length by 75 feet in width. It is home to more than one hundred aircraft. Facilities consist of 20 T-hangars, a hex hangar building, two box hangars, shade ports, a commercial hangar, a fixed base operator building, an airport office, and a fuel depot.

Reedley Municipal Airport is one of the smallest public airports in Fresno County and it is located four miles north of the city in a rural area. The airport encompasses 138 acres and has a single asphalt-paved runway that is 3,300 feet long and 60 feet wide. Hangars of different sizes are available along with aircraft tie-downs, and a fixed base operator handles fuel sales. The facility is used mostly for general aviation activities and is also home to Reedley College's aviation education program.

Woodlake Airport spans just 87 acres and it is situated on the southern edge of town next to the St. John's River. The airport's single runway measures 3,000 feet in length and is 50 feet wide. Hangars and tie-downs are provided for storing aircraft and fueling is also available. This is also one of the few airports to have a restaurant, and the Runway Café is popular with both aviation enthusiasts and local residents.

AIRCRAFT HANGAR BUILDINGS



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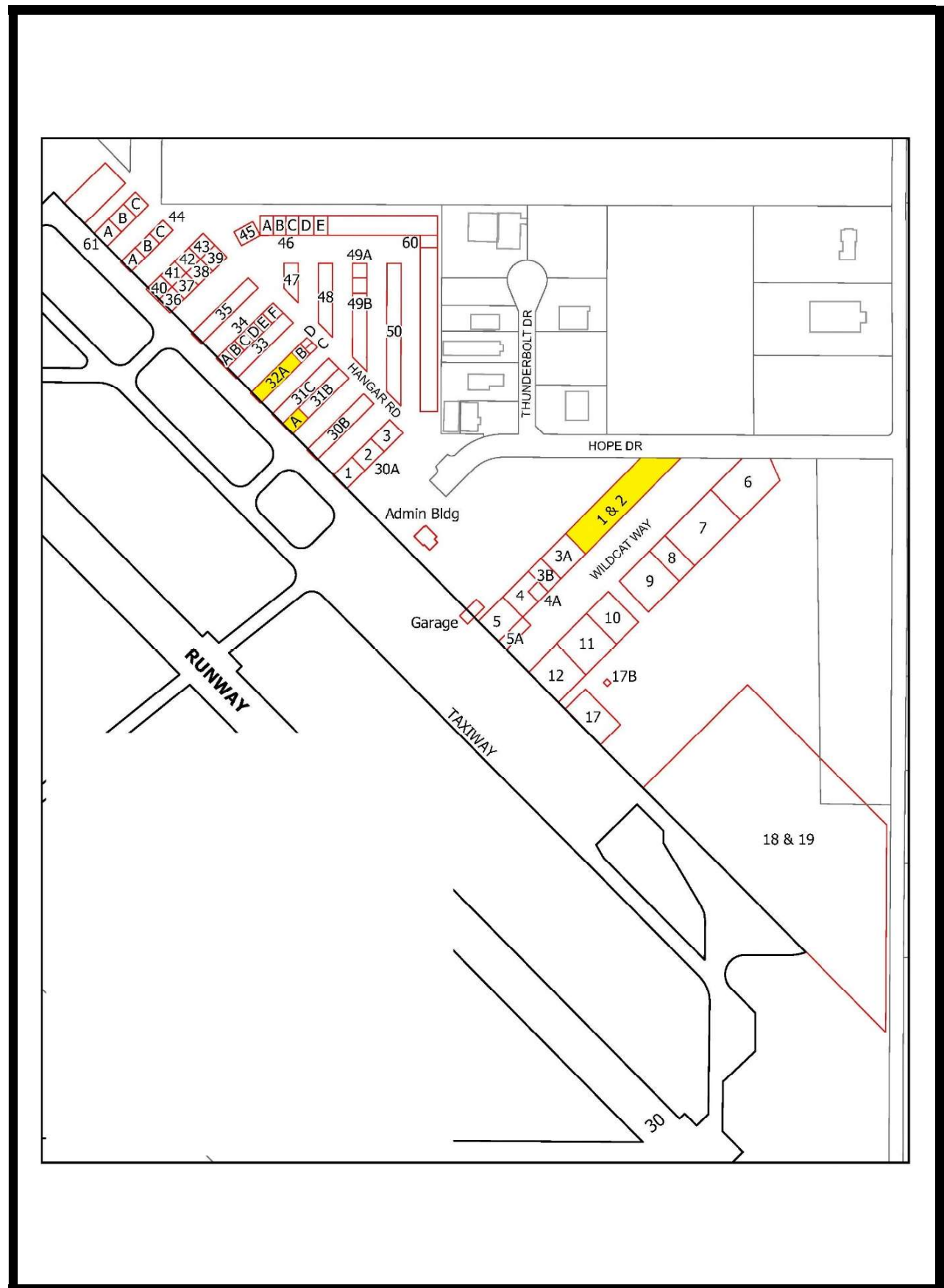
AIRCRAFT HANGAR BUILDINGS

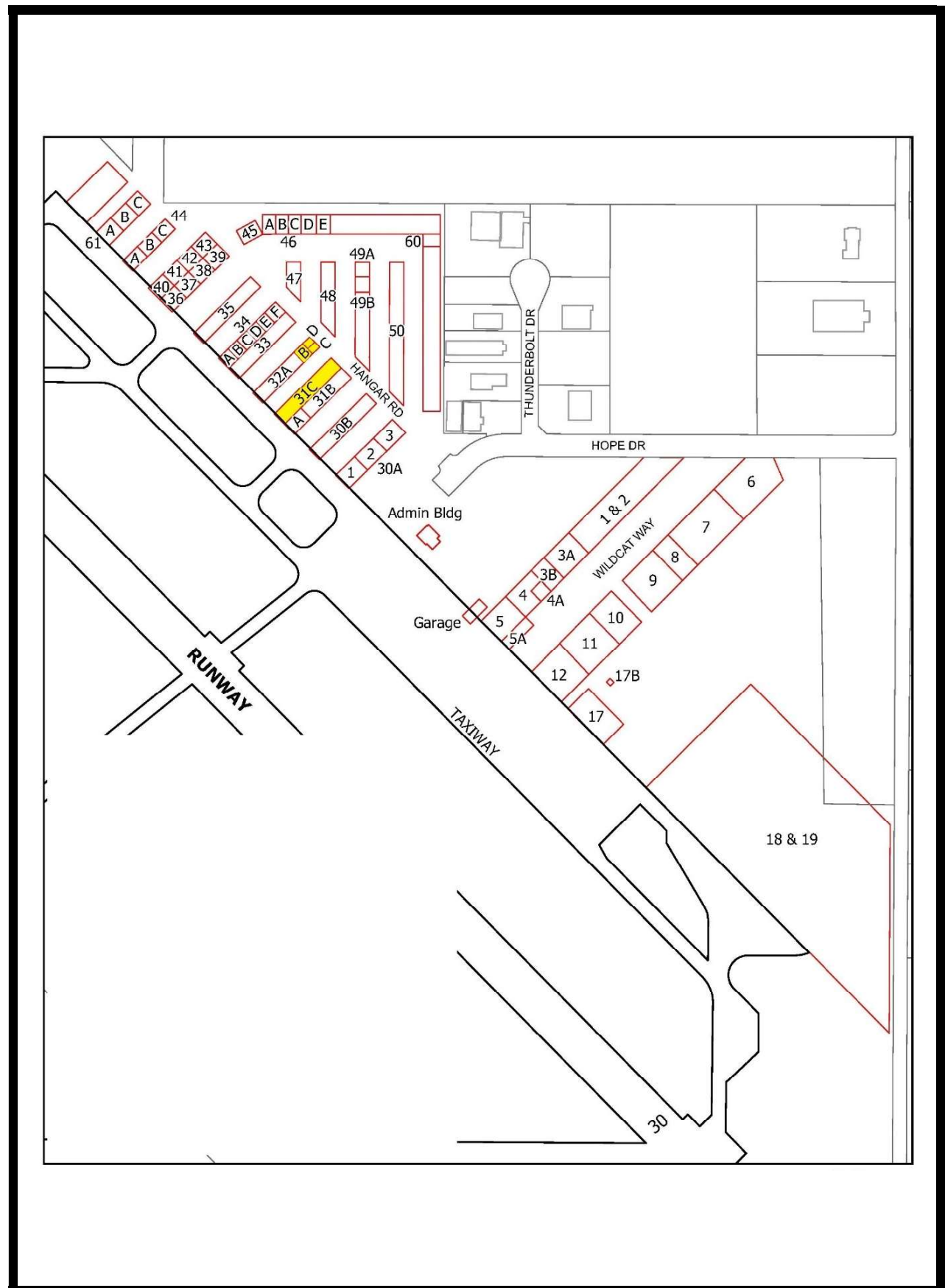
The City of Porterville owns several hangar buildings and T-hangars that are designed to store aircraft. They are summarized in the table below.

<i>CITY-OWNED HANGAR BUILDINGS</i> <i>Porterville Municipal Airport</i>			
Lot No.	Hangar Type	Building Size – SF	Aircraft Capacity
1	Enclosed Hangar	6,300	Multiple aircraft
2	Enclosed Hangar	6,300	Multiple aircraft
31-A	Enclosed Hangar	4,720	Multiple aircraft
32-A	Enclosed Hangar	5,400	Multiple aircraft
31-C	T-Hangar	12,600	6 aircraft
32-B	T-Hangar	2,100	1 aircraft
32-C	T-Hangar	2,100	1 aircraft
32-D	T-Hangar	2,100	1 aircraft

The larger enclosed hangars can hold multiple aircraft, while the T-hangars are designed for a single plane. Each building spans the entire land parcel, which are typically rectangular in shape and have electricity, water, and sewer services available. They are accessed by asphalt drives that extend throughout the airport with electronic access-control gates at the various entrances to the airport grounds.

The buildings are one-story structures that are constructed over concrete slab-on-grade floors. The exterior walls have rigid steel or wood stud framing and they are covered with corrugated metal wall panels. Gable-style roofs cover the hangar buildings and the T-hangars have shed roofs. They are supported on metal or wood trusses and are topped with metal roof panels. The interiors of the buildings are largely unfinished and they have few, if any, partitions. One exception is the building on lot 1 that offers a small finished office area. The buildings differ in age, but they are typically of average quality and have been maintained in fair to average conditions.

**MAP OF HANGAR BUILDINGS**

**MAP OF T-HANGARS**



View of the city-owned hangar buildings on lots 1 and 2.



View of the city-owned hangar building on lot 32-A.



View of city-owned T-hangars.



Exterior view of a typical city-owned T-hangar.

PROPERTY VALUATION

The rental comparison approach is used to value each of the hangar types separately.

Enclosed Hangar Buildings

Four of the surveyed airports reported rental information for enclosed hangar buildings. Additionally, lease information for one of the subject's tenants has been provided. This data is summarized in the table below.

COMPARABLE RENTAL DATA <i>Enclosed Hangar Buildings</i>					
Airport Location	Hangar Size – SF	Monthly Rent	Rent per SF	Rent Increases	Lease Term
Hanford	8,100	\$1,900.00	\$0.23	Annual CPI	Year-Year
Delano	1,380	\$193.70	\$0.14	Annual CPI	1 – 5 years
Visalia	4,375	\$1,750.00	\$0.40	Annual CPI	4 years
Bakersfield	800	\$200.00	\$0.25	Flat	Year-Year
Porterville (31-A)	4,720	\$154.19	\$0.03	Annual CPI	10 years

The information obtained from other airports indicates current rental rates of \$0.14 to \$0.40 per square foot per month, which is much higher than the \$0.03 per square foot per month now being paid for one of the subject's enclosed hangar buildings. Most of the leases specify annual rent increases based on changes in the Consumer Price Index (CPI). The leases tend to be for short periods, like one year, but in some instances tenants will sign for longer terms of 4 to 10 years.

The subject hangar building on lot 1 is a medium-aged structure and it includes some finished office space. This warrants a rental rate near the middle of the surveyed range, so \$0.25 per square foot per month is concluded. A similar building is on lot 2, but it lacks any office space, so a lower rental rate of \$0.23 per square foot per month is determined to be reasonable.

The enclosed hangar buildings on lots 31-A and 32-A are older structures that offer no finished office space. These are some of the oldest buildings at the airport and their conditions are inferior to the other enclosed hangar buildings. This warrants a somewhat lower rental rate of \$0.20 per square foot per month.

Thus, the following market rent conclusions are reached for the subject's enclosed hangar buildings:

Lot 1	6,300 s.f. x \$0.25 =	\$1,575.00 per month
Lot 2	6,300 s.f. x \$0.23 ≈	\$1,450.00 per month
Lot 31-A	4,720 s.f. x \$0.20 ≈	\$945.00 per month
Lot 32-A	5,400 s.f. x \$0.20 =	\$1,080.00 per month

T-Hangar Buildings

T-hangar are popular at many of the airports for storing aircraft out of the elements. Five surveyed airports provided details of their rents for this type of space, as shown below. The table also includes the subject's T-hangars that are currently leased.

COMPARABLE RENTAL DATA <i>T-Hangar Buildings</i>			
Airport Location	Monthly Rent	Rent Increases	Lease Term
Hanford	\$194.00	None	Month-Month
Delano	\$184.22	None	1 – 5 years
Bakersfield	\$180.00	None	Month-Month
Reedley	\$247.00	None	Month-Month
Woodlake	\$200.00	None	Month-Month
Porterville (32-B)	\$68.60	Annual CPI	10 years
Porterville (32-C)	\$68.60	Annual CPI	10 years
Porterville (32-D)	\$68.60	Annual CPI	10 years

The comparable data reflects rents of \$180.00 to \$247.00 per month. Most of these are month-to-month leases without a fixed term, so they do not have any scheduled rent increases.

Three of the subject's T-hangars are leased and they are all paying \$68.60 per month. As before, this is much lower than the comparable airports are bringing. The primary difference is that these are for 10-year terms with annual rental increases based on the CPI index.

In the end, market rent of \$200.00 per month is concluded for the subject's city-owned T-hangars buildings.

RESTAURANT BUILDING



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Real Property Valuation

AIRWAY CAFÉ BUILDING

The Airway Café restaurant is a freestanding building located at the main entrance to the Porterville Municipal Airport. It is owned by the City of Porterville and was previously used as an administrative office for the airport, but it is now entirely used by a restaurant tenant.

Property Description

The café does not occupy its own land parcel, but it utilizes approximately 20,000 square feet of site area and has access to a shared parking lot at the front of the airport grounds. The site is level in topography and receives all public utility services.

The building is a one-story structure containing 3,123 square feet. It is built atop a concrete perimeter foundation with a concrete slab floor. Exterior walls are formed by concrete block, while the roof overhead has both flat and shed-style sections that are finished with composition materials. Glass storefront doors are placed at the entrances and windows provide natural light and views.

The building's interior is divided into an open waiting room/pilots lounge, two dining rooms, a commercial kitchen, two restrooms, and a small office. Floors are covered with luxury vinyl plank and vinyl composition tile, walls are framed with wood studs covered with sheetrock, and the ceilings are also finished with sheetrock. Central heating and cooling are supplied to the building and ceiling fans help to circulate the air.

It is not known when the building was constructed, but it is estimated to have an effective age of 50 years old. The quality of construction is rated as average and the building is in average condition.

Property Valuation

The subject property is currently leased for a 5-year term that will expire on March 31, 2027, and the tenant has one 5-year renewal option. Base rent is currently \$1,403.29 per month or \$0.45 per square foot. No rent increases are specified. The structure of the lease is also not clarified, but it is believed to be modified gross, which requires to the tenant to also pay for utilities and premises maintenance expenses.

A few of the surveyed airports have restaurant facilities, but most of these are ground leases. The only building lease discovered is at the Woodlake Airport. The Runway Café is a 1,200-square-foot restaurant that serves breakfast and lunch. They are now paying rent of \$1,800.00 per month, which is equal to \$1.50 per square foot on a modified gross basis. The rent increases \$50 per month (about 2.78%) each year.

This facility is very similar to the subject property, although it is considerably smaller. While larger buildings tend to command lower rental rates, the subject's current rent of \$0.45 per square foot is below a market level. A market-oriented rental rate of \$1.25 per square foot is concluded, which translates to a rounded rental of \$3,900.00 per month. The lease would be for a term of at least five years with annual rent increases of 2% to 3%. It would be structured on a modified gross basis.



AERIAL PHOTOGRAPH



Front view of the Airway Café building.



Interior view of the restaurant showing one of the dining rooms.

AVIATION-RELATED GROUND LEASES



HopperCompany
Real Property Valuation

AVIATION-RELATED GROUND LEASES

There are several land parcels that are part of the airport facility that are available to be leased for aviation-related uses. These include small pad sites suitable for constructing a hangar building or T-hangar as well as larger parcels that can support larger hangar buildings. The City of Porterville leases the ground and allows the lessee to construct their own improvements.

Small Land Parcels

This appraisal includes the valuation of 30 small land parcels that are summarized in the table below.

<i>SMALL AVIATION-RELATED LAND PARCELS</i> <i>Porterville Municipal Airport</i>			
Lot No.	Land Area – SF	Lot No.	Land Area – SF
34-A	2,350	44-B	4,200
34-B	2,350	44-C	4,200
34-C	2,350	45	5,180
34-D	2,350	46-A	3,220
34-E	2,350	46-B	3,080
34-F	2,350	46-C	3,780
36	4,200	46-D	3,780
37	4,200	46-E	3,220
38	4,200	47	6,271
39	4,200	49-A	2,600
40	4,200	49-B	2,700
41	4,200	60	3,240
42	4,200	61-A	4,320
43	4,200	61-B	3,844
44-A	4,200	61-C	3,844

These parcels are clustered at the northern end of the airport just east of the taxiway. They range in size from 2,350 to 6,271 square feet and can support buildings of equal size. These are finished parcels that have level topographies and are ready for building construction. Utilities are available and asphalt-paved drives lead to them from the security-gated airport entrances.

Large Land Parcels

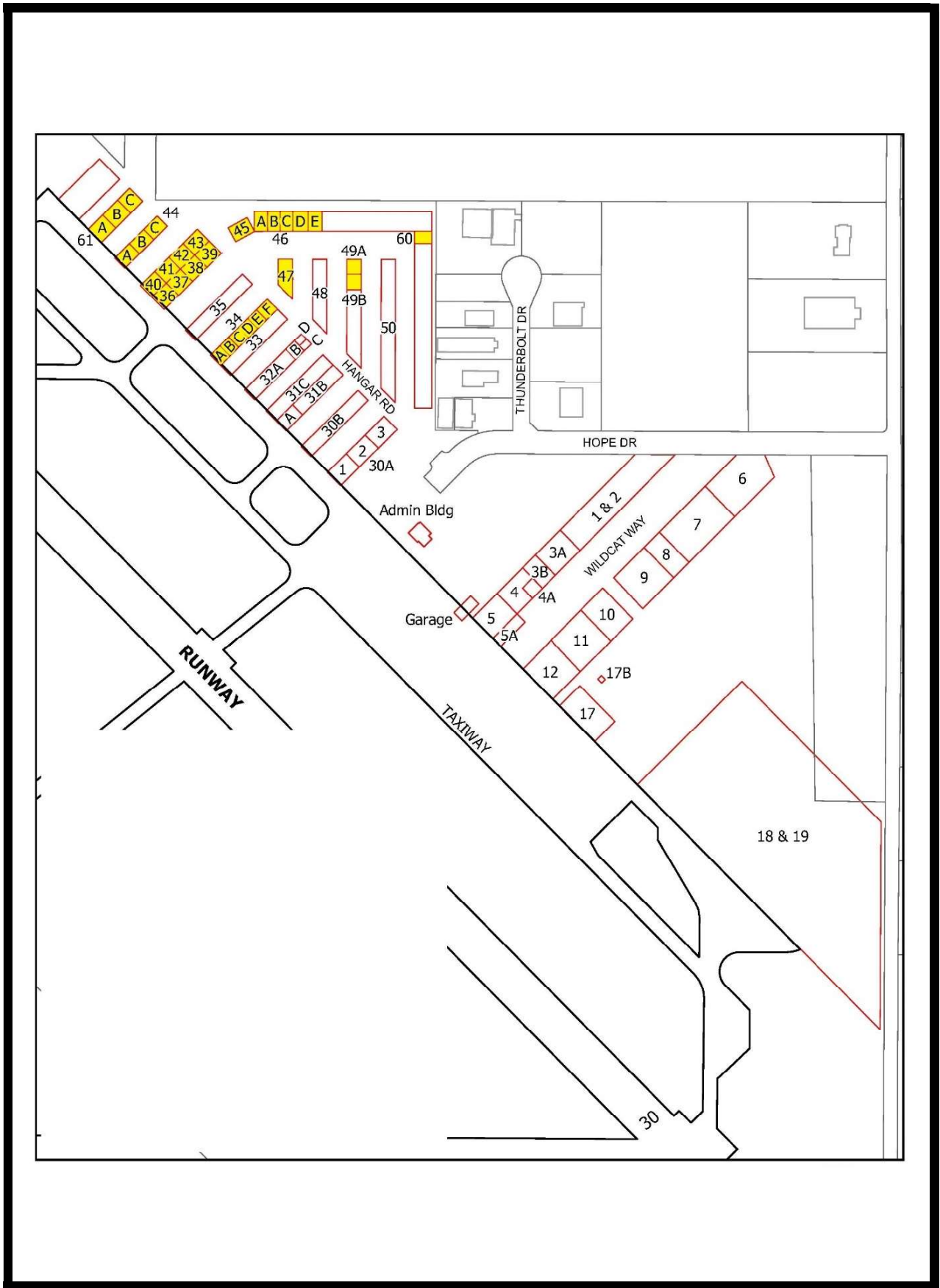
Twelve larger-sized vacant land parcels that can support bigger buildings are also available at the Porterville Municipal Airport. Seven of these parcels are situated near the middle of the airport facility, while the other five are at the northern end amongst the small land parcels. These sites are typically rectangular in shape and they have level topographies. Utilities are readily available and the parcels are ready for building construction. They are accessible by way of the system of asphalt-paved driveways and

aprons that serve the airport. The parcels range in size from 11,400 to 34,202 square feet and they are summarized in the table below.

<i>LARGE AVIATION-RELATED LAND PARCELS</i> <i>Porterville Municipal Airport</i>			
Lot No.	Land Area – SF	Lot No.	Land Area – SF
6	30,000	17	15,422
7	34,202	30-A (1,2,3)	18,760
8	11,400	30-B	14,000
9	18,750	31-B	14,000
10	18,750	33	14,000
12	22,200	35	14,000

Additionally, a 28± acres of land at the southern end of the airport is ground leased to CalFire and the U.S. Forest Service as the site for an air attack base for fighting fires in the nearby southern Sierra Nevada Mountains and national forests. The interagency base has existed for several decades and is improved with several buildings housing offices, a communications center, crew quarters, vehicles, and equipment. The site has extensive paving for a parking lot, taxiways, and helicopter pads.

The site is irregular in shape and has frontage along Newcomb Street. Access is available from Newcomb Street and from within airport by way of taxiways and aprons. The land is level in topography and appears to have stable soils. All public utilities are available and extended to the site.



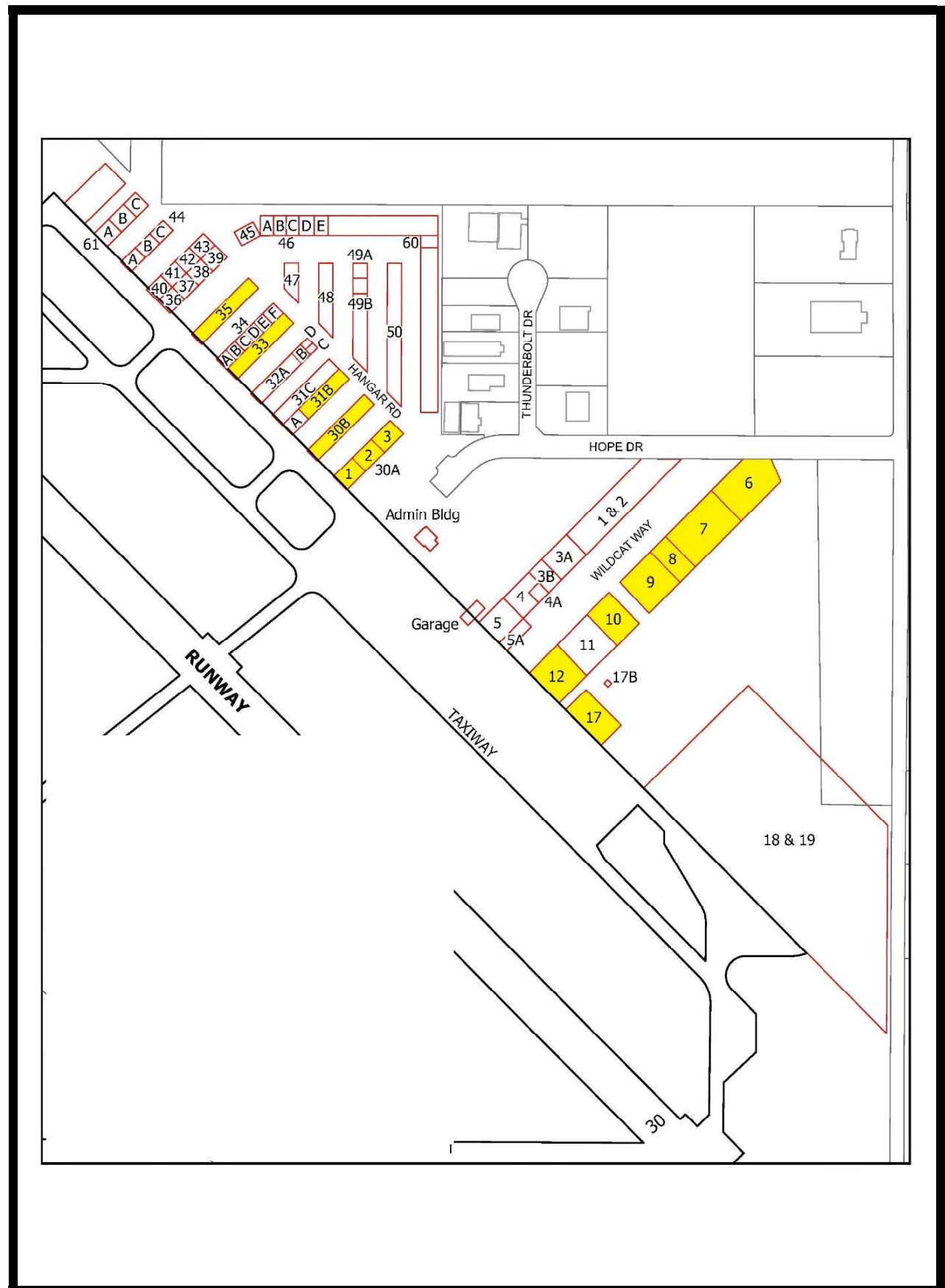
MAP OF SMALL AVIATION LAND PARCELS



Exterior view of some small hangar ground lease parcels that have been improved with private hangars.



View of a vacant small land parcel available for ground lease.

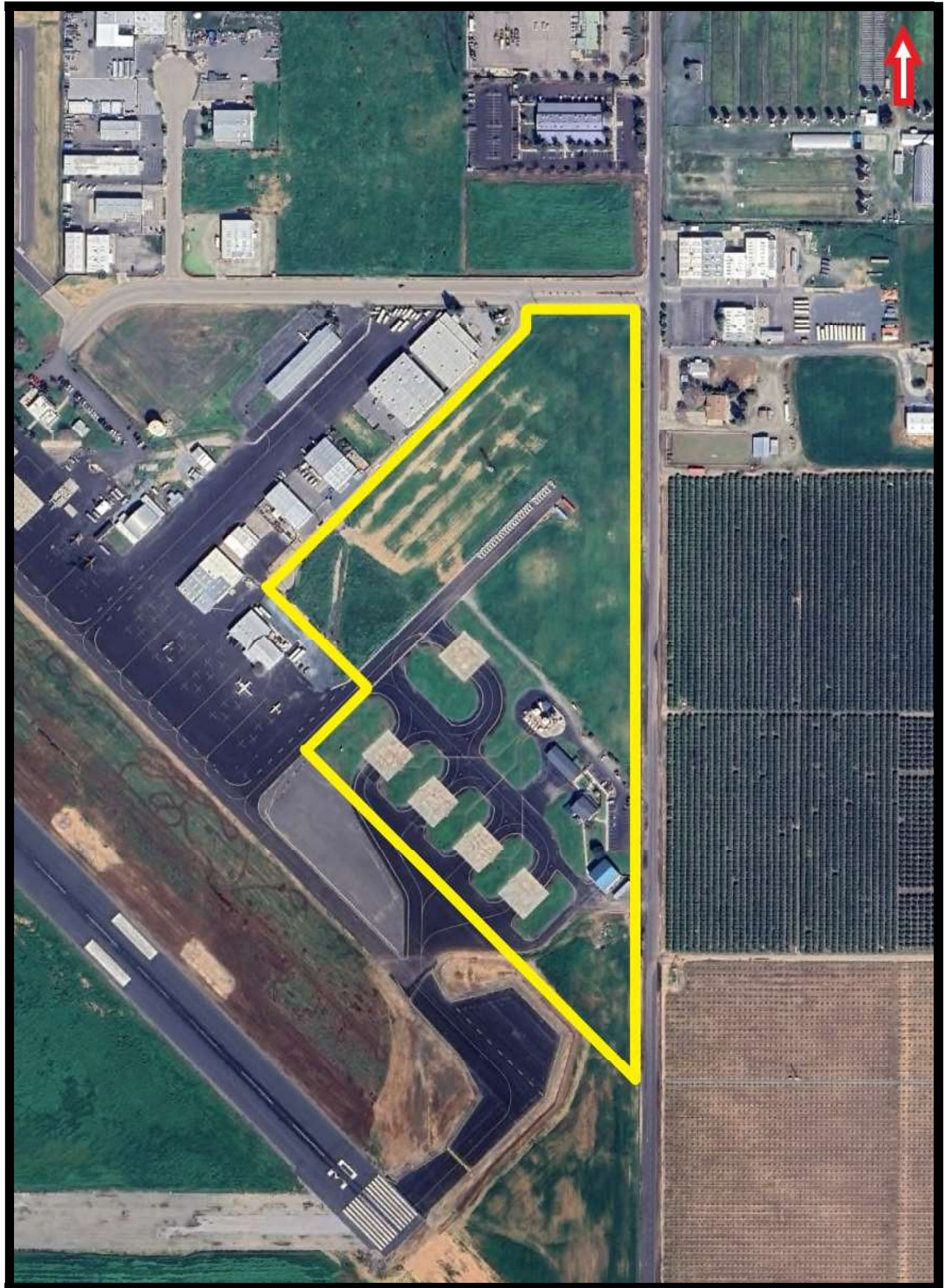
**MAP OF LARGE AVIATION LAND PARCELS**



View of a large land parcel that is ground leased and improved with a private hangar.



View of a ground leased large land parcel that is improved with buildings.



AERIAL OF AIR ATTACK BASE SITE



View of the Air Attack Base site
looking northeast across the parcel.



View of the vacant portion of the Air Attack Base
looking northwest across the site.

PROPERTY VALUATION

Once again, the rental comparison approach is employed to estimate market rent for the subject parcels.

Small Land Parcels

Of the similar airports that have been surveyed for this appraisal, three of them have provided information about ground leases for smaller-sized land parcels. These are shown in the table below.

COMPARABLE RENTAL DATA Small Land Parcels					
Airport Location	Parcel Size – SF	Annual Rent	Rent per SF	Rent Increases	Lease Term
Hanford	1,600 – 5,000	\$850 – \$1,995	\$0.40 - \$0.45	Annual CPI	15 – 25 years
Woodlake	2,000	\$1,380	\$0.69	Annual CPI	20 years
Delano	2,665 – 3,360	\$2,653 – \$2,690	\$0.80 - \$1.00	2% Annual	2 – 5 years
Porterville	2,350 – 6,271	Varies	\$0.39	Annual CPI	5 – 15 years

Many of the subject's small land parcels are also leased. These tenants are all paying \$0.39 per square foot per year with annual increases based on the change in the CPI. These leases are for 5 to 15-year terms with 10 to 15 years being most common; some tenants also have 5-year renewal options available.

The contract rental rate being paid for the subject's small land parcels is below all the other similar airports. There is a wide span of rents being paid elsewhere, ranging from \$0.40 to \$1.00 per square foot per year with a midpoint of around \$0.70 per square foot. The Porterville Municipal Airport compares well with the others, so a rental rate that is somewhat above the survey's midpoint is reasonable and \$0.80 per square foot per year is concluded. The individual market rents are summarized below.

GROUND RENT CONCLUSIONS Small Land Parcels								
Lot No.	Land Area – SF	Annual Rent	Lot No.	Land Area – SF	Annual Rent	Lot No.	Land Area – SF	Annual Rent
34-A	2,350	\$1,880	40	4,200	\$3,360	46-C	3,780	\$3,024
34-B	2,350	\$1,880	41	4,200	\$3,360	46-D	3,780	\$3,024
34-C	2,350	\$1,880	42	4,200	\$3,360	46-E	3,220	\$2,576
34-D	2,350	\$1,880	43	4,200	\$3,360	47	6,271	\$5,017
34-E	2,350	\$1,880	44-A	4,200	\$3,360	49-A	2,600	\$2,080
34-F	2,350	\$1,880	44-B	4,200	\$3,360	49-B	2,700	\$2,160
36	4,200	\$3,360	44-C	4,200	\$3,360	60	3,240	\$2,592
37	4,200	\$3,360	45	5,180	\$4,144	61-A	4,320	\$3,456
38	4,200	\$3,360	46-A	3,220	\$2,576	61-B	3,844	\$3,075
39	4,200	\$3,360	46-B	3,080	\$2,464	61-C	3,844	\$3,075

Large Land Parcels

For the subject's larger-sized land parcels, data has been obtained from four similar airports. Their reported rental rates and terms are shown in the following table.

COMPARABLE RENTAL DATA <i>Large Land Parcels</i>					
Airport Location	Parcel Size – SF	Annual Rent	Rent per SF	Rent Increases	Lease Term
Hanford	Over 5,000	\$2,035	\$0.40	Annual CPI	15 – 25 years
Bakersfield	15,600	\$2,800	\$0.18	Annual CPI	15 years
Reedley	11,250	\$3,600	\$0.32	Annual CPI	30 years
Visalia	43,560 – 65,000	\$11,326 – \$28,080	\$0.26 – \$0.43	Annual CPI	20 – 35 years
Porterville	11,400 – 34,202	\$1,540 – \$13,407	\$0.11 – \$0.39	Annual CPI	10 – 20 years

All but one of the subject's large land parcels are now ground leased. Current contract rents range from \$0.11 to \$0.39 per square foot per year and they average \$0.24 per square foot. There appears to be little correlation between the size of the parcels and the rental rate. Leases tend to be for 10 to 20-year periods, and some tenants have been granted the option to extend for another 10 to 20 years. Rents are to be adjusted annually based on the CPI.

Five of the subject's tenants are paying \$0.39 per square foot per year and these parcels span the full range of sizes from 11,400 to 34,202 square feet of land area. This rate is within the range reported by the other surveyed airports and is determined to be market oriented. As a result, a market level ground lease rate of \$0.39 per square foot is concluded for the subject's large parcels as summarized below.

GROUND RENT CONCLUSIONS <i>Large Land Parcels</i>							
Lot No.	Land Area – SF	Contract Rent	Market Rent	Lot No.	Land Area – SF	Contract Rent	Market Rent
6	30,000	\$3,270	\$11,700	17	15,422	\$6,045	\$6,015
7	34,202	\$13,407	\$13,339	30-A (1,2,3)	18,760	\$7,354	\$7,316
8	11,400	\$4,469	\$4,446	30-B	14,000	\$1,806	\$5,460
9	18,750	\$3,802	\$7,313	31-B	14,000	Vacant	\$5,460
10	18,750	\$2,119	\$7,313	33	14,000	\$1,540	\$5,460
12	22,200	\$2,509	\$8,658	35	14,000	\$5,488	\$5,460

Air Attack Base Site

The Air Attack Base site has substantially more land area than the subject's other large land parcels and a new data set is necessary to estimate market rent for it. The table below details information on existing ground leases and the asking rates for large acreage parcels in the San Joaquin Valley. Four of the data items are at airports, while the data item in Fresno has no airport proximity.

COMPARABLE RENTAL DATA <i>Large Acreage Ground Leases</i>						
Airport Location	Parcel Size – Acres	Annual Rent	Rent per Acre	Rent Increases	Lease Term	Property Use
Visalia	1.21	\$34,376	\$28,410	Annual CPI	50 years	Hotel
Porterville	34.72	\$124,715	\$3,592	Annual CPI	21 years	Solar Farm
Fresno	6.16	\$129,892	\$21,086	+2% per year	5 years	Truck Yard
Delano	28.60	\$143,555	\$5,019	+2% per year	5 years	Yard Space
Visalia	5.00	\$33,977	\$6,795	Annual CPI	25 years	Available

The subject site has approximately 28 acres of land area and benefits from its street frontage and utility availability. The comparable data shows a strong inverse relationship between rental rates and land area, with the data item in Delano being most comparable in size. Considering the scale of the subject property and its physical and locational features, a market-oriented rental rate of \$5,000 per acre is concluded. This is multiplied by the size of the parcel to arrive at the following total rent indication:

$$\text{Land Area} \times \text{Ground Lease Rate} = \text{Total Market Rent}$$

$$28.00 \text{ acres} \times \$5,000 = \$140,000 \text{ per year}$$

FARMLAND LEASES



HopperCompany
Real Property Valuation

FARMLAND LEASES

There are several parcels in and around the Porterville Municipal Airport that can be farmed. Some of these properties are irrigated land, which greatly increases the types of crops that can be grown, while others are dry farmed with no source of irrigation water other than natural rainfall.

Irrigated Farmland Parcels

Two parcels of irrigated farmland are included in this appraisal. Both are adjacent to Porterville Municipal Airport, but they are outside of its secure fenced perimeter.

Scranton & Westwood

The first is a 160.62-acre parcel (APN 302-480-001) located at the northwest corner of Scranton Avenue and Westwood Street, and it is north across the street from the airport. The square-shaped property has one-half mile of frontage along both streets. The land has been leveled for flood irrigation of crops and the site is at-grade to slightly below the height of the fronting streets. Electrical service has been extended to the property.

Water is distributed around the property using an underground pipeline that runs along the east property line as well as by earthen furrows. Water is delivered to the site by a pressurized line from the City of Porterville's sewer treatment facility, and it can only be used for growing crops for non-human consumption. The availability and volume of this effluent water varies from day to day, but the tenant is in control of when and where the water is distributed over the property. The land has historically been used to grow field crops, like alfalfa and silage corn.

Sports Complex Lot

The second property is an irregular-shaped site that is now used as part of the Porterville Sports Complex. It is located at the complex's main entrance along the south side of Scranton Avenue, east of West Street (portions of APNs 302-110-054, 302-110-074, 302-110-076). The property has 35.23 acres of land area.

Access comes from a single drive approach along Scranton Avenue, and curb and gutter off-site improvements are in place along the street frontage. All public utilities are available to service the property. The land is at-grade with the street height and it has a mostly level topography.

A portion of the site is paved with concrete for use as a parking lot by the sports complex, and there are 331 striped parking stalls. Additional parking for the complex comes from a dirt lot with a light decomposed granite topping. Some landscaping is in place, including grass, trees, and shrubs that are irrigated by sprinklers. A decorative monument sign at the entrance identifies the complex. It is assumed in this appraisal that all the improvements are the property of the Porterville Parks and Recreation Department, and the lessees will or can be required to remove these improvements and return the land back to a vacant, level, and environmentally-clean condition once the ground lease ends.

Dry Farmland Parcels

There are several dry farmland parcels that are included in this appraisal, and they are identified as three properties.

Parachute Landing Site

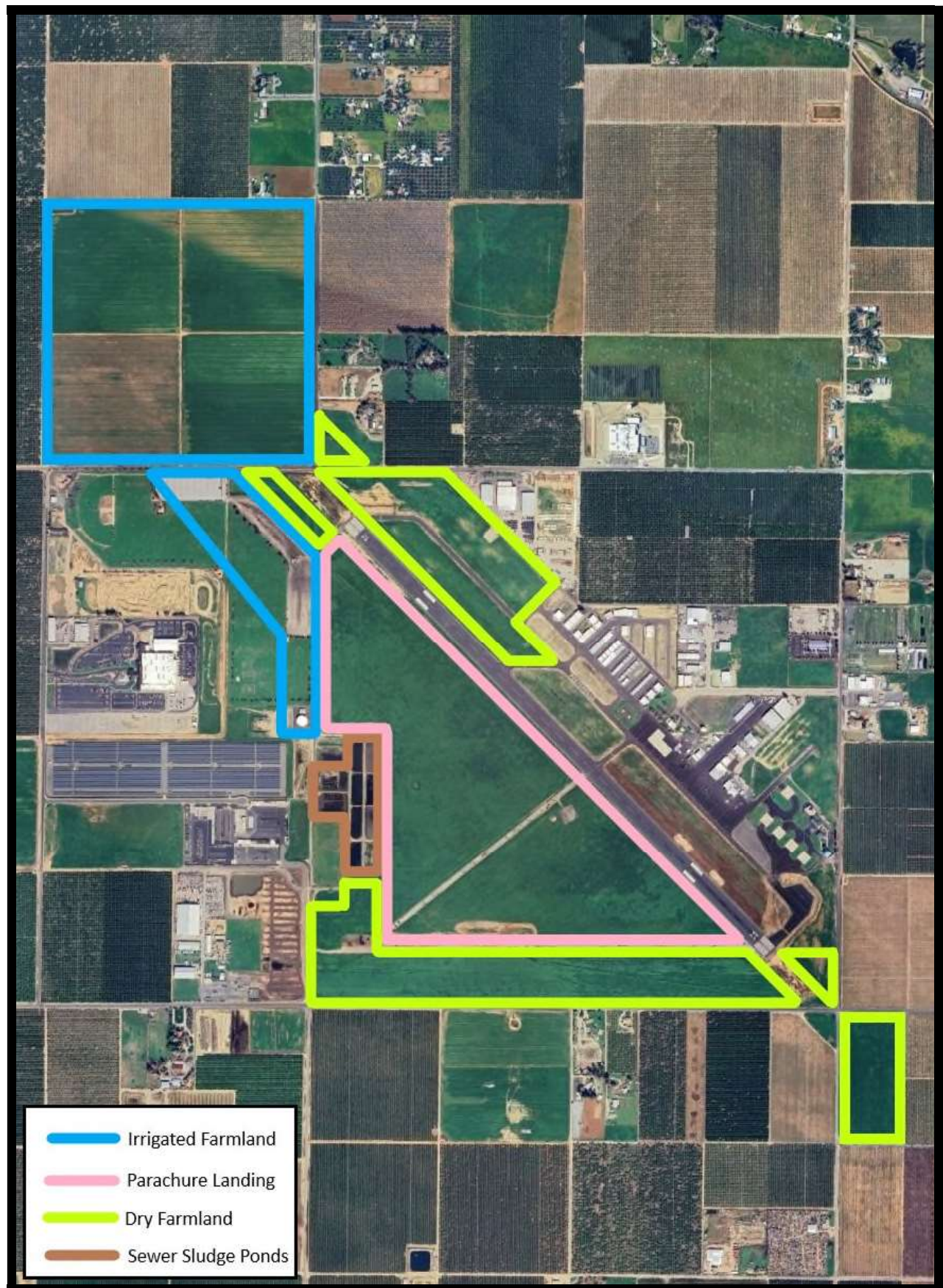
The first property is an irregular-shaped site situated within the airport's fenced perimeter to the west of the runway (portion of APN 302-110-076). This is open vacant land containing 179± acres. It is now leased for use as a parachute landing field, but could be dry farmed. It has a level topography and the soils are suitable for growing field crops, but no source of water for irrigation is provided.

Farmed Airport Land

The next property is comprised of seven noncontiguous parcels situated around the perimeter of the runway, both inside and outside the airport's fence line. These parcels range in size from 3.31 to 65.90 acres and they combine for a total land area of 149.93 acres. While not physically adjoining, these parcels are near each other and are typically farmed together to create a viable property. They are level in topography and have soils that can grow field crops, but no water for irrigation is available. Access is available from Scranton Avenue, Newcomb Street, and Teapot Dome Avenue.

Sewer Sludge Site

The third property is the 16.00-acre site located on the western edge of the airport. Access comes from Road 224 that leads north from Teapot Dome Avenue to a gravel road leading to the site. This property is used as part of Porterville's sewage treatment facility and it has lined beds where treated sewer sludge is piped and then dried out for eventual use as fertilizer. Each of the beds has earthen banks and they are concrete lined to limit percolation of nitrates and other elements into the soil. A monitoring well is in place to help determine if any contamination is present. The site is fenced around its perimeter with chain link and gates provide access.

**AERIAL OF FARMLAND PROPERTIES**



View of the irrigated farmland property
at the northwest corner of Scranton Avenue and Westwood Street.



View of the irrigated farmland parcel
used as parking for the Porterville Sports Complex.



View of the dry farmland parcel used as a parachute landing field on the interior of the airport to the west of the runway.



View of a sewer sludge bed on the dry farmland property situated on the west edge of the airport grounds.



View of dry farmland situated northeast of the runway
on the interior of the airport grounds.



View of dry farmland located at the
southeast corner of Newcomb Street and Teapot Dome Avenue.

PROPERTY VALUATION

Market research is performed to find appropriate data for use in applying the rental comparison approach to the subject farmland properties.

Irrigated Farmland Parcels

Just two of the surveyed airports have irrigated farmland that is leased and this data is summarized in the following table. One of the subject properties is also included in a farmland lease involving additional acreage, and it all receives reclaimed water for irrigation purposes.

COMPARABLE RENTAL DATA <i>Irrigated Farmland Parcels</i>					
Airport Location	Parcel Size – Acres	Annual Rent	Rent per Acre	Rent Increases	Lease Term
Delano	432.00	\$54,913	\$127	+2% per year	5 years
Delano	253.00	\$43,128	\$170	+2% per year	5 years
Visalia	89.00	\$21,054	\$237	Annual CPI	40 years
Porterville	573.36	\$94,604	\$165	Flat over term	5 years

Additionally, consideration is given to a survey published by the California Chapter of the American Society of Farm Managers and Rural Appraisers. This study surveys local appraisers and farm managers about property values and rental rates for various types of agricultural properties. The survey indicates that rental rates for cropland in Tulare County commonly leases in a range of \$200 to \$500 per acre per year cash rent.

The subject's farmland parcels do receive water, but it is reclaimed from the sewer treatment facility and can only be used for crops that will not be consumed by humans. This significantly limits the types of crops that can be grown, so it reduces the desirability of the farmland. The current contract rent being paid is below the published survey, but is within the range seen at the other airports, so it is concluded to be market oriented.

Applying a market-level rent of \$165 per acre to each of the two subject properties results in the following total values:

Scranton & Westwood	160.62 acres x \$165 ≈	\$26,500.00 per year
Sports Complex Lot	35.23 acres x \$165 ≈	\$5,815.00 per year

Dry Farmland Parcels

Leases are in place for two of the subject properties. The parachute landing site is leased to Skydive Elsinore, who uses it as part of the training program. They have a 5-year lease that runs through March 2025 and then they have two 5-year renewal options. The base rent now stands at \$7,234.82 per year or \$40.42 per acre for the 179-acre site. The rent is adjusted annually based on the change in the CPI.

The farmed airport land is leased to Rick Perigo Roadsiding. The agreement is for a 5-year term that ends in December 2024, but the tenant has the option to extend for another five years after that. A base rent of \$35.00 per acre per year cash rent is being paid with no scheduled increases over the term.

None of the other airports that were surveyed report having any dry farmland leases, although one airport indicates that they allow a farmer to use some of the land adjacent to their runway at no cost in exchange for maintaining the land and keeping it free of weeds.

According to the U.S. Department of Agriculture, cash rent for non-irrigated cropland in Tulare County in 2024 averages \$43.50 per acre per year. This is up from an average of \$32 per acre per year in 2021. Conversations with farmers and agricultural appraisers have not produced any specific lease data, but they do confirm these rents levels are common in the Tulare County market.

Based on this evidence, a market rent of \$40 per acre per year is concluded for the parachute landing site and the sewer sludge site. A somewhat lower rental rate of \$35 per acre per year is estimated for the farmed airport land because it consists of multiple, noncontiguous parcels that are very irregular in shape. This makes farming the land more difficult. Thus, the following values are concluded:

Parachute Landing Site	179.00 acres x \$40 =	\$7,160.00 per year
Farmed Airport Land	149.93 acres x \$35 ≈	\$5,250 per year
Sewer Sludge Site	16.00 acres x \$40 =	\$640.00 per year

ADDENDA



HopperCompany
Real Property Valuation



QUALIFICATIONS OF ROSS E. LENZ

MAI

Professional Designation & Certification

- MAI designation – Member of the Appraisal Institute
- California Certified General Real Estate Appraiser: Certificate No. AG043508

Education

- California State University, Fresno: 2006 Graduate, B.S. Degree, Business Administration - Entrepreneurship
- Appraisal Institute:
 - Basic Appraisal Principles
 - Basic Appraisal Procedures
 - Real Estate Finance, Statistics, and Valuation Modeling
 - General Appraiser Market Analysis and Highest & Best Use
 - General Appraiser Sales Comparison Approach
 - General Appraiser Site Valuation and Cost Approach
 - General Appraiser Income Approach, Part 1
 - General Appraiser Income Approach, Part 2
 - General Appraiser Report Writing and Case Studies
 - Advanced Income Capitalization
 - Advanced Market Analysis and Highest & Best Use
 - Advanced Concepts and Case Studies
 - Quantitative Analysis
 - National Uniform Standards of Professional Appraisal Practice (USPAP)
 - 7-Hour USPAP Update
 - Business Practices & Ethics
- International Right of Way Association:
 - Appraisal of Partial Acquisitions

Appraisal Experience

Actively engaged in real estate appraisal in the Central Valley since 2006. Has appraised or assisted in appraising many types of commercial, office, industrial, land, and special purpose type properties. A partial list of clients for whom work has been completed includes:

- Government: U.S. Postal Service, County of Tulare, City of Visalia, City of Tulare, City of Porterville, City of Woodlake, City of Lindsay
- Schools: Visalia Unified, Exeter Public Schools, College of the Sequoias, San Joaquin Valley College, Tulare Joint Union High School District
- Lenders: Bank of the Sierra, Central Valley Community Bank, Mission Bank, Bank of the West, Tri Counties Bank, Citizens Business Bank, Wells Fargo Bank, Suncrest Bank, Comerica Bank, Farm Credit West, Heritage Bank of Commerce, Central State Bank, Pacific Alliance Bank, Valley Republic Bank, Fresno First Bank, United Midwest Savings Bank, Pinnacle Capital

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- Corporations: Southern California Edison Company, Nationwide Mutual Insurance Company, Lyles Diversified, Mid Valley Disposal, OSAT Inc., Owens Valley Career Development Center, Self-Help Enterprises, California Water Service Co., Visalia Senior Housing, Young's Commercial Transfer
 - Attorneys: Peltzer & Richardson, Herr Pedersen & Berglund, Betts & Wright, Reynolds Jensen & Swan, Preston Law Office, Gromis & Aguirre, McCormick Kabot Jenner & Lew, Sullivan McGregor & Doerr, Lozano Smith
 - Health Care: Kaweah Health, Tulare Regional Medical Center, Sierra View Local Health Care District, Family HealthCare Network, Tulare Community Health Clinic, Visalia Medical Clinic
 - Churches: Baptist, Praise Center, Calvary Chapel, New Hope, Nazarene, Grace Community, Living Christ, Radiant, Living Word Fellowship, Landmark Christian Center, Abounding Grace
 - Right-of-Way Firms: Universal Field Services, Hamner Jewell & Associates, Overland Pacific & Cutler
 - Other: Visalia Rescue Mission, International Agri-Center, YMCA, Exeter Masonic Temple Association, Valley Oak SPCA



QUALIFICATIONS OF KEITH J. HOPPER
MAI, R/W-AC, AI-GRS

Professional Designations & Licenses

- MAI designation – Member of the Appraisal Institute
- R/W-AC designation – Appraisal Certification of the International Right of Way Association
- AI-GRS designation – General Review Specialist of the Appraisal Institute
- California Certified General Real Estate Appraiser: Certificate No. AG002559
- California Real Estate Broker's License: License No. 01105905

Education

- California State University, Fresno: B.S. Degree, Business Admin. - Real Estate and Urban Land Economics
- Appraisal Institute:
 - Real Estate Appraisal Principles & Basic Valuation Procedures
 - Capitalization Theory & Techniques
 - Case Studies in Real Estate Valuation
 - Report Writing and Valuation Analysis
 - Standards of Professional Practice, National USPAP Update, & California Laws and Regulations
 - Advanced Sales Comparison and Cost Approaches
 - Land Valuation Assignments and Adjustment Procedures & Subdivision Valuation
 - General Appraiser Market Analysis and Highest & Best Use
 - Real Estate Finance, Statistics, and Valuation Modeling
 - Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)
 - Litigation Professional Development Program:
 - Litigation Valuation Overview
 - Litigation Appraising – Specialized Topics and Applications
 - Condemnation Appraising
 - Advanced Condemnation Appraising
 - Review Theory – General
 - IRS, Loss, Gift & Estate Valuations
- International Right of Way Association:
 - Ethics and the Right of Way Profession & Standards of Practice for the Right of Way Profession
 - Principles of Real Estate Appraisal
 - Appraisal of Partial Acquisitions
 - Easement Valuation & Legal Aspects of Easements
 - Reviewing Appraisals in Eminent Domain
 - Problems in the Valuation of Partial Acquisitions
 - Corridor Valuation
- American Society of Farm Managers and Rural Appraisers:
 - Integrated Approaches to Value
 - Best Practices for Rural Property Appraisals
 - Highest and Best Use
 - Valuation of Permanent Plantings in Changing Markets

Appraisal Experience

Actively engaged in appraisal in the Central Valley since 1989. Appraised many types of commercial, industrial, residential, apartment, subdivision, land, agricultural, and special purpose properties. Clients include:

- Government: U.S. Postal Service, U.S. Navy, U.S. Marshall's Office, Calif. Dept. of Forestry, Calif. Dept. of Transportation, Resolution Trust Corp., Federal Deposit Insurance Corp., County of Tulare, County of Kings, Administrative Office of the Courts
- Cities: Visalia, Tulare, Porterville, Dinuba, Exeter, Woodlake, Lindsay, Farmersville, Hanford, Kingsburg, Bakersfield, Reedley
- Schools: Visalia Unified, Hanford Elementary, Central Valley Christian, College of the Sequoias, Tulare City Schools, Tulare High School District, Liberty Elementary, Porterville Unified, Burton School District, Alta Vista School District, Tulare County Office of Education
- Lenders: Wells Fargo, Union Bank, J.P. Morgan, Bank of the Sierra, Comerica Bank, Westamerica Bank, Key Bank, Rabobank, Housing Capital Co., Citizens Business Bank, Premier Valley Bank, RBC Builder Finance, Farm Credit West, Kingsburg Land Bank, Bank of the West, Suncrest Bank, Central Valley Community Bank, Evangelical Christian Credit Union, United Security Bank, Mission Bank, Tri Counties Bank, Fresno First Bank
- Corporations: Kraft General Foods, Chevron USA, McDonald's Corp., Wal-Mart Stores, Campbell Soup Co., Pepsi Cola Co., Southern Pacific Railroad, Jostens, Payless Cashways, Frito Lay, Southland Corp., RR Donnelley, Leprino Foods, California Dairies, Sun Maid
- Insurance Companies: Nationwide Mutual Insurance Co., Chicago Title Insurance Co., Ticor Title Insurance Co., Fidelity National Title Co., Westchester Casualty
- Attorneys: McGregor Dahl Sullivan & Klug, Navy Exchange Service Command, Johnson & Black, Hurley & Laird, Williams Jordan & Broderson, Paul Hastings Janofsky & Walker, Houk & Hornburg, Baker Manock & Jensen, Griswold LaSalle Cobb Dowd & Gin, Dowling Aaron & Keeler, Herr Pedersen & Berglund, Peltzer & Richardson, Hooper Lundy & Bookman, McCormick Barstow, Kahn Soares & Conway, Ruddell Stanton & Bixler, Sullivan McGregor & Doerr, Lozano Smith
- Utilities: Southern California Edison, California Water Service Co., Southern California Gas
- Right-of-Way Firms: Universal Field Services, Bender Rosenthal, Paragon Partners, Tarvin & Associates, Hamner Jewell & Associates, Overland Pacific & Cutler, Monument
- Churches: Methodist, Baptist, Calvary Chapel, Nazarene, Mennonite, Catholic, Lutheran, Grace Community, Living Christ, Bethel Assembly, New Hope, Praise Center
- Health Care: Kaweah Health, Tulare Regional MC, Sierra View District Local HCD, Tulare Community Health Clinic, Visalia Medical Clinic, Family Health Care Network
- Other: YMCA, Farm Bureau, Housing Authority, Tulare Irrigation District, International Agri-Center, Visalia Rescue Mission, Owens Valley CDC

Litigation Experience

Appraised properties on behalf of private and public agency clients for eminent domain, bankruptcy, divorce, and other matters involving litigation. Have given depositions, appeared at mediation and arbitration hearings, and qualified as an expert witness in Tulare County, Kings County, and Kern County Superior Courts; Kings County Board of Equalization; and Federal Bankruptcy Court.

Condemnation Experience

Appraised hundreds of properties involved in full or partial takings on behalf of public agencies, right-of-way firms, law firms, and private property owners. Projects have included road widenings, bridges, overcrossings and undercrossings, utility installations, permanent and temporary easements, railroad corridors, lake expansions, and others.

MASTER GROUND LEASE – PORTERVILLE MUNICIPAL AIRPORT (draft rev 012725)

This **AIRPORT GROUND LEASE** (this "Lease") is entered into as of this ____ day of _____, 20____, by and between the City of Porterville ("City"), and _____, ("Lessee").

RECITALS

WHEREAS, City owns and operates a federally funded and obligated airport within the jurisdictional boundaries of City, commonly known as the _____(the "Airport"); and

WHEREAS, Lessee desires to lease a portion of the Airport for the purpose of operating and maintaining an aircraft storage hangar constructed before; and

WHEREAS, City desires to lease such portion of the Airport to Lessee under the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, incorporating the foregoing Recitals herein, it is mutually agreed as follows:

Name of Lessee: _____

____ Individual

____ Business Entity

Type of Entity and State of Organization: _____

Address:	
City/State/Zip:	
Phone Number:	
Alternate Number:	
Email:	
A/R Account Number:	

1. Term. The term of this Lease shall be for a period not to exceed five (5) years, commencing on _____(the "Commencement Date"), and ending on _____(the "Expiration Date"), unless sooner terminated as provided in this Lease (the "Initial Term").

Lessee shall have the right to renew this Lease for four (4) successive five (5) year periods (each a "Renewal Term") provided that the Renewal Conditions, as defined herein

MASTER GROUND LEASE – PORTERVILLE MUNICIPAL AIRPORT

below, are met for each such Renewal Term.

“Renewal Conditions” as used herein shall mean the following:

- (a) An inspection of the Premises is conducted by the City;
- (b) Lessee is not then in Default (as defined in Section 20 herein) of this Lease;
- (c) No more than two (2) events of Default (as defined in Section 20 herein) shall have occurred during the five (5) year period prior to the date of expiration of the then-current Initial Term or Renewal Term;
- (d) The Hangar is in good and operable repair, in accordance with California Department of Industrial Safety and Fire Codes, which may apply to aircraft hangar storage and other applicable federal, state and local laws and ordinances, including exterior painting, wiring and structural repairs made as necessary;
- (e) City has not elected to use the Premises for any purpose other than construction, installation, maintenance and repair of an aircraft storage hangar;
- (f) In addition to annual Consumer Price Index adjustments, in order to keep lease rates in line with fair market values throughout the life of the lease; base rent adjustments, if necessary, will be made with adjustments to be determined by an appraisal of real property, with the increase being no more than eight percent (8%) in any given year or twenty percent (20%) in any given five year period; and
- (g) At the commencement of the first Renewal Term and the renewals permitted by this Lease, all material modifications to City’s standard ground lease offered to private hangar owners at the Airport, with the exception of provisions affecting the length of the Lease term, if any, shall be incorporated into the renewed Lease as an amendment executed by City and Lessee.

In the event the Renewal Conditions are not met or, in City’s determination, are not likely to be met, City shall give written notice to Lessee at least sixty (60) days prior to expiration of the then-current Initial Term or Renewal Term. Such notice shall include any amendment required by subsection (e) above, if applicable. If any Renewal Condition remains unmet, and City has not provided a written waiver of such unmet Renewal Condition prior to the expiration of the then-current Initial Term or Renewal Term, this Lease shall automatically terminate, and the provisions of Section 6.d(1) herein shall apply.

Lessee shall exercise its option to renew by timely delivering its annual rental payment for the first year of each Renewal Term, along with the executed Lease amendment. In the event Lessee does not exercise any option to renew as provided herein, this Lease shall automatically terminate, and the provisions of Section 6.d(1) herein shall apply.

- 2. Premises.** This Lease shall be issued only in connection with premises upon which a privately owned hangar was constructed prior to May 1, 2018. City hereby leases to Lessee, and Lessee hereby hires from City, upon the terms and conditions herein set forth, that certain portion of land located at the Airport (the “Premises”), comprising of (_____) square feet, upon which a privately owned hangar now sits, which is more particularly identified as **Lot # _____**, as outlined in Exhibit “A” attached hereto and made a part hereof by

MASTER GROUND LEASE – PORTERVILLE MUNICIPAL AIRPORT

this reference. All oil, gas and mineral rights are expressly reserved from this Lease.

3. Utilities. During the term of this Lease, Lessee agrees to pay all charges and expenses in connection with any utility services furnished to the Premises. If utilities are provided to the Premises and not separately metered, Lessee shall arrange for separate meters at Lessee's expense and Lessee shall contract directly with utility providers. If separate meters are not possible, Lessee shall reimburse City for Lessee's pro rata share, as reasonably determined by City, of all shared utilities within ten (10) days after billing by City.

Lessee acknowledges that City has no obligation to provide any utilities to the Premises. City shall not be liable to Lessee under any circumstances for damages or loss to Lessee's property, injury to person or property, or consequential damages, however occurring, through, in connection with, or incidental to the failure to furnish or interruption of any utilities at the Premises.

Lessee shall comply with all rules and regulations which City, any governmental agencies or authorities, or any utility company may establish for the use, proper functioning and protection of any utility.

4. Rent

4a. Base Rent. On the Commencement Date, Lessee shall pay City an annual base rent in the amount of _____ (\$_____) per year ("Base Rent") calculated at (\$0.____) x _____ (_____) square feet as further set forth in Exhibit "C" attached hereto. Rent is to be paid in full on the Commencement Date and thereafter on each yearly anniversary of the Commencement Date. The Base Rent amount is subject to an annual cost of living adjustment as explained in Section 4b below.

4b. Annual Rent Increase. On the first anniversary of the Commencement Date, and each anniversary thereafter, the Base Rent shall be increased by the current City Adjustment Factor. This will determine the new "Base Rent" for the new year. The City "Adjustment Factor" shall be a percentage calculated as follows: Beginning January 1, 2025, and every year thereafter, the annual rent increase shall be determined by calculating the annual average of the San Francisco and Los Angeles California Consumer Price Indexes for all urban consumers as reported by the State of California, Department of Industrial Relations ("CPI"), as published for October of the prior year.

4d. Late Fee; Fees for Denied Payment. Lessee is responsible for timely payment of annual rent and all additional charges, without notice or demand and without deduction, diminution, abatement, counter claim or setoff of any amount for any reason whatsoever, to City.

In the event any payment is not received by City by noon on the fifteenth (15th) day after it is due, Lessee shall, without notice, pay late charges in the amount of standard City late/processing fee as may be periodically adjusted (currently \$36.00)

MASTER GROUND LEASE – PORTERVILLE MUNICIPAL AIRPORT

each month that the annual payment remains unpaid. If payment remitted by check or other negotiable instrument is presented for payment to the appropriate institution and denied for insufficient funds, such payment shall be subject to a City's standard processing/late fee.

5. Obligations of Lessee. Lessee acknowledges that the principal use of the Airport consists of the operation of a public airport and that all other operations and businesses which are now or thereafter permitted by City, including the use hereunder, must at all times be compatible with such principal use, as City shall, in its sole discretion, determine.

5a. Storage and Use of Premises. The Premises shall be used only for the construction, installation, maintenance and repair of an aircraft storage hangar (the "Hangar"), storage of the aircraft of record identified in Exhibit "B" attached hereto and incorporated herein (the "Aircraft"), and otherwise primarily for aeronautical uses. No residential, commercial or business activity of any kind whatsoever shall be conducted or allowed by Lessee in, from or around the Premises. Subleasing of Aircraft storage space, in and of itself, shall not constitute commercial activity for purposes of this paragraph. The Hangar shall not be removed from the Premises by Lessee except as otherwise provided in this Lease.

Lessee shall have and maintain a controlling ownership interest in the Hangar. Any aircraft parked or stored on the Premises for more than five (5) days, which need not be consecutive, in any twelve (12) month period shall be deemed Aircraft subject to this Lease. Lessee shall have and maintain a controlling ownership interest in at least one Aircraft, and Lessee, or a sub-lessee of Lessee, shall have and maintain a controlling ownership interest in each other Aircraft, as evidenced by FAA Aircraft Registration Certificates. "Controlling ownership interest", as used herein, shall mean legal ownership of more than fifty percent (50%); the right to otherwise control the leasing, sale, and management of the subject property, or, in the case of a leased Aircraft, the lessor of the Aircraft or the owner of a controlling ownership interest in the business entity that leases the Aircraft.

In the event additional or substitute Aircraft are to be stored on the Premises, Lessee shall give prior written notice to City which notice shall include identification of the subject Aircraft, a copy of the FAA Aircraft Registration Certificate for the Aircraft, and copies of the insurance certificates required pursuant to Section 12 of this Lease for the Aircraft. Exhibit "B" to this Lease shall then be amended to reflect such additions or substitutions.

5b. Maintenance of Premises. Lessee shall maintain the areas surrounding the Hangar consisting of five (5) feet in the front, rear, and sides of the Hangar in a neat and orderly condition. This includes trash disposal, landscaping, and weed removal. Lessee shall keep such area around the Hangar clean and clear of debris, oil, grease and/or toxic chemicals. Lessee agrees to maintain the Hangar in a clean and orderly condition, and in good and operable repair, at all times, and in accordance with California Department of Industrial Safety and Fire Codes which may apply to aircraft hangar storage and other applicable federal, state and local laws and ordinances. This includes

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exterior painting, wiring and structural repairs, as necessary. Lessee shall be responsible for clean-up and maintenance due to fuel or oil spills. Lessee shall take steps to ensure that the performance of any maintenance work conducted on the Premises shall not damage the Premises. Lessee shall become familiar with and shall at all times abide by all of City's rules and regulations related to use of the Hangar and the Premises and the use of any of City's other Airport facilities, whether promulgated before or after the execution of this Lease, and in particular Lessee shall abide by the following regulations (please initial next to each line):

_____A. There shall be no priming or painting in the Hangar except for touching up minor chips. Except for the foregoing, Lessee shall request in writing permission from City prior to conducting any painting activities on the Premises or at the Airport.

_____B. Paints, solvents, thinners, and other flammable liquids or materials shall be used only when the Hangar door is completely open to provide ventilation.

_____C. Combustible materials must be stored in NFPA-approved containers and closed when not in use.

_____D. Lessee shall not permit any accumulation of oily rags, paper, rubbish, or other debris, nor overload electrical circuits, which could increase the risk of fire.

_____E. No hazardous or flammable materials shall be stored within or about the Hangar and Premises unless stored within an Environmental Protection Agency or local Fire Marshall approved container/cabinet.

_____F. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted to accumulate within or about the Premises.

5c. Damage to Premises. Lessee shall control the conduct and demeanor of its invitees, agents, and sub-lessees, and their invitees and agents, in and around the Premises and shall take all steps necessary to remove persons whom City may for good and sufficient cause deem objectionable. Lessee shall be responsible for all damage to the Premises caused by the acts, omissions, negligence, or willful misconduct of Lessee, Lessee's invitees and sub-lessees, and their invitees, not to exclude repair of apron in front of the Hangar due to fuel spillage. In the event Lessee does not promptly repair any damage to the Premises or property for which Lessee is responsible, City reserves the right, in addition to any other rights or remedies available to City, to make such repairs, at Lessee's expense, the cost of which shall become due and payable within ten (10) days of billing from City.

5d. Licenses, Permits, Authorizations. Lessee shall, at its own cost and

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expense, obtain and maintain all licenses, permits, certificates, or other authorizations of any governmental authority having jurisdiction thereover, including but not limited to, the FAA, which may be necessary for the conduct in the Premises of its business operations and resolutions, codes, rules, orders, directions, ordinances, and regulations of any department, bureau or agency or any governmental authority having jurisdiction over the operations, occupancy, maintenance and use of the Premises for the purpose demised hereunder, except for those requiring major Alterations to the Premises as distinguished from those relating to furniture, fixtures or equipment of Lessee therein. Tenant shall indemnify and save City harmless from an against any claims, penalties, losses, damage or expense imposed by reason of Lessee's violation of any applicable law or the rules and regulations of governmental authorities having jurisdiction thereof.

5e. No Waste/Nuisance. Lessee shall not use or permit the use of the Premises in any manner that will a) tend to create or permit any waste or nuisance, b) tend to disturb other tenants or users of the Airport, c) invalidate or cause cancellation or be in conflict with fire or other hazard insurance policies covering the Airport, or d) increase the rate of fire insurance for the Airport or of property located therein, over that rate in effect on the Commencement Date hereof. Lessee, at its expense, shall comply with all rules, order, regulations, or requirements of the State and City Fire Code.

5f. Termination and Expiration of This Lease.

(1) Termination. Within ninety (90) days of the termination of this Lease, Lessee shall remove, at Lessee's sole expense, the Hangar, the Aircraft, and all of Lessee's personal property from the Premises, and surrender the Premises to City in good and clean condition and repair.

Lessee shall be liable for any and all damage to the Premises caused by Lessee's use including, but not limited to, damage to the apron immediately adjacent to the Premises due to fuel or oil spillage, or contamination from hazardous materials.

In the event Lessee does not remove Lessee's property, including the Hangar and/or the Aircraft, from the Premises within ninety (90) days of the termination of this Lease, City may elect with regard to all or any such property, in City's sole discretion and without further notice to Lessee, to do any of the following: (i) remove such property from the Premises and dispose of it, in which case Lessee shall reimburse City upon demand for all costs of removal and disposal; (ii) take full possession and ownership of such property, in which case Lessee shall not be responsible for removal or disposal cost, nor entitled to any proceeds of any sale or rental by the City of such property; or (iii) in the case of personal property (including the Aircraft, but not including the Hangar), to deem such property abandoned personal property and proceed with notice and foreclosure sale according to and in compliance with the terms of California Civil Code Section 1993, et seq.

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(2) Expiration of Renewal Period. If this Lease has not been terminated prior to the expiration of the fourth (4th) Renewal Term as provided in Section 1 herein, and upon the expiration of the fourth (4th) Renewal Term of this Lease, provided that the Renewal Conditions (as defined in Section 1 herein) are met or waived by City in writing and neither party has informed the other in writing of its intent not to renew at least sixty (60) days prior to such expiration, this Lease shall automatically renew for successive one (1) month; provided, however, that either party hereto shall have the right during any of the foregoing one-month Terms to terminate this Lease for any reason at any time upon thirty (30) days prior written notice to the other party, in which case the provisions of Section 5.f(1) herein shall apply.

(3) Termination in Accord with Porterville Charter. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described prior to the expiration of any initial lease term or term of renewal, upon three (3) months' notice thereof and upon payint 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 City Council, and a lessee appraiser appointed by Lessee. The parties will follow Charter Section 68 concerning the determination of the value of the improvements.

6. Compliance with Laws and Regulations. In utilizing the Premises during the term of this Lease, Lessee agrees to comply with the following:

6a. Porterville City Code, Title 2 – Chapter 1. – Airports (Exhibit D)

6b. Porterville City Code, Title 3 – Chapter 6. – Airports and Aircraft (Exhibit E)

6c. FAA Assurances – Airport Sponsors (Exhibit F)

6d. City of Porterville Airport Leasing Policy (Exhibit G)

6e. All applicable ordinances, rules and regulations, and policies established by any federal, state or local government agency exercising jurisdiction over the Premises, as the same may be amended from time to time.

6f. Any incidental non-aeronautical use of the Premises shall not interfere with the primary aeronautical uses of the Premises.

6g. All security measures that may be imposed from time to time by City or any other applicable governmental agency. If gate codes are used, Lessee shall not be authorized to distribute gate codes to any persons. If Lessee provides any gate code to unauthorized individuals, it shall be considered a material breach of this Lease.

6h. Lessee agrees that City is not responsible for the security of the Aircraft, or any property located on the Premises. It is expressly understood that no storage of airplanes, boats, cars, trucks, trailers or mobile homes is permitted outside of the Hangar or anywhere on City's property except designated parking areas for such

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vehicles or aircraft.

7. Safe Use of Premises. Lessee agrees to make no unlawful, offensive or noxious use of the Premises or the Airport. In addition, no explosives, firearms, volatile or flammable chemicals or other property which would materially increase the hazard of fires shall be stored at the Premises; provided, however, that up to 20 gallons of aircraft fuel may be stored within the Hangar in compliance with Section 6b(E) herein, on a temporary basis in connection with self-service maintenance activities. No aircraft shall be refueled while said aircraft is within the Hangar or otherwise on the Premises. Any refueling shall occur outside the Premises and fuels shall not be stored at the Premises, other than in the fuel tanks internal to the stored Aircraft. If any Aircraft requires a special grade/type of fuel not provided by City and/or the Fixed Based Operator ("FBO"), if any, all rules and regulations governing the private, non-commercial self-fueling of aircraft shall be followed.

8. Airport Use. In connection with the ownership and use of the Airport by City, Lessee agrees as follows:

- (a) City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance. If the foregoing development or improvement shall have a material adverse effect on Lessee's use of the Premises, the parties hereto shall meet and confer prior to the commencement of such development or improvement.
- (b) City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport to standard established by City in City's sole discretion, together with the right to direct and control all activities of Lessee in this regard.
- (c) This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between City and agencies of the United States relative to the development, operation or maintenance of the Airport.
- (d) In the event any future structure or building is planned for the Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises, Lessee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations, as well as all applicable federal, state, and local laws, regulations and permitting requirements.
- (e) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958 (49 USC Section 1349).
- (f) There is hereby reserved for the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in

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the airspace above the surface of the Premises. The public right of flight shall include the right to cause within the said airspace any noise inherent in the operation of any aircraft used for navigation of flight through the said airspace or landing at, taking off from or operating on the Airport.

- (g) Lessee, by accepting this Lease, expressly grants for itself, its successors and assigns that it will not permit any natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Part 77 of the Federal Aviation Regulations. Lessee shall also not erect or permit the erection of any structure or building on the land leased hereunder above a height of thirty five (35) feet, as required by City Fire Code. In the event the aforesaid covenants are breached, City reserves the right to remove the offending structure or object, all of which shall be at the expense of Lessee.
- (h) Lessee shall not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport, or which might otherwise constitute a hazard. In the event the aforesaid covenant is breached, City reserves the right to enter upon the Premises and cause the abatement of such interference, at the expense of Lessee.
- (i) This Lease and all of the provisions hereof shall be subject to whatever right of the United States Government now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport, or the exclusive or nonexclusive use of the Airport, by the United States during the time of war or national emergency or otherwise.
- (j) Lessee shall conform to the Airport Rules and Regulations and FAA safety and security rules and regulations regarding the use of the Airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass an airfield safe driving instruction program when offered or required by the Airport, and will be subject to penalties as prescribed by the Airport for violations of the Airport safety and security requirements.

9. Airport Security. Lessee is responsible for maintaining security in and around the Premises or any other area adjacent to or upon the Airport which Lessee has an exclusive right to use or which Lessee otherwise controls. Lessee is further responsible for maintaining security with respect to access to an entry upon Airport operations areas, or other areas of the Airport designated by City from time to time as security areas, by employees, subtenants, contractors, invitees or customers of Lessee or any other person who enters the Airport operations areas at Lessee's invitation, direction or authority, whether through or from the Premises or otherwise.

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10. Assignment and Sublease. Neither this Lease nor any interest herein shall be assigned, either voluntarily or involuntarily, by Lessee, or by operation of law or otherwise, nor shall the Premises or the Hangar, or any part thereof, be sublet or sold by Lessee without the prior written consent of City. Consent to any such assignment, transfer, sale, or sublease shall not be unreasonably withheld by City provided (a) City receives FAA Certificates of Ownership for all Aircraft contemplated for storage on the Premises, together with copies of the insurance certificates for each Aircraft as required herein, and (b) in the case of an approved assignment and Hangar sale or transfer, the transferee of the Hangar shall execute a new Ground Lease under terms and conditions then being offered by City but with a term ending no later than the expiration date of the then-current Initial Term or Renewal Term, with the same automatic renewal periods as set forth herein, if any remain (and this Ground Lease shall terminate), or, in the case of a sublease, the sub-lessee executes a sublease containing an agreement to be bound by the provisions of this Lease. Any such assignment, transfer, sublease or sale without such prior written consent of City shall be void and City shall have the right to terminate this Lease upon such unapproved assignment, transfer, sublease or sale at its sole discretion.

City shall have the right to assign or transfer City's interest in this Lease or any rights or obligations in or to it. In the event of any such assignment or transfer, Lessee shall look solely to the assignee or transferee for performance of City's obligations under this Lease.

The parking or storing of any aircraft in which Lessee does not have a controlling ownership interest on the Premises for more than five (5) days, which need not be consecutive, in any twelve (12) month period shall require a sublease.

No sublease of this Lease shall be valid unless the sublease is reduced to writing, and executed by Lessee, City, and the sub-lessee. Copies of all subleases shall be kept on record at the Airport Director's Office.

11. Ownership of Improvements; City's Right to Purchase.

11a. During Lease Term. It is mutually agreed that the Hangar and any other improvements placed upon the Premises shall remain the property of Lessee throughout the term of this Lease. Lessee covenants and agrees not to make material alterations, additions or improvements to the Premises without a) the prior written approval of City, of which approval shall not be unreasonably withheld, b) acquisition by Lessee of the required building and use permits, and c) Lessee's compliance with all applicable law, regulations and building/development standards .

11b. Third Party Offer. If, during the term of this Lease, Lessee should receive a bona fide written offer from a third party to purchase the Hangar, which offer Lessee is inclined to accept, Lessee shall give written notice to City. City shall have the first right of refusal to purchase the Hangar on the same terms and conditions as set forth in such offer. City shall exercise its right to purchase by delivering written notice of intent to purchase to Lessee within thirty (30) days of receipt of Lessee's notice, and City shall

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complete the purchase within sixty (60) days of City's notice of intent to purchase. The closing of such purchase shall effect an automatic termination of this Lease, and Lessee shall have no further obligation to pay rent.

Notwithstanding the foregoing, this section shall not apply to any offer from, or the sale or transfer of the Hangar to, (i) any immediate family member of Lessee, if Lessee is an individual, (ii) any immediate family member of an individual who holds a controlling interest in Lessee, if Lessee is a business entity, or (iii) any business entity in which any such immediate family member holds a controlling interest. As used herein, "immediate family member" shall mean a child, grandchild, parent, or sibling.

12. Construction of Improvements. The following provisions of this Section 11 are applicable only in the event the Hangar has not yet been erected on the Premises as of the Commencement Date.

12a. Construction. Lessee shall apply for a building permit within six (6) months of the Commencement Date, and shall complete construction, at Lessee's sole cost and expense, of the Hangar, as approved by City, on the Premises within twelve (12) months of the Commencement Date. Lessee shall provide all information required by City for the permit process in a timely manner. If Lessee seeks to have utilities on the Premises, they shall be provided and paid for by Lessee. Evidence of completion shall be the issuance of a Certificate of Occupancy from City. Prior to occupancy, Lessee shall present the Airport Director with a copy of the validly issued Certificate of Occupancy. Lessee shall be responsible for obtaining, at Lessee's sole cost and expense, all permits of any kind required by law, including payment of utility and applicable development fees. City shall have the right to control the type of construction, architectural style, size and color of any improvements to the Premises. Prior to developing final working plans, Lessee shall submit preliminary plans to the Porterville City Building Department for review and comment. City shall review said plans and advise Lessee of any deficiencies. Lessee shall then make the necessary changes, if any, required for City's approval. After those conditions have been satisfied, City shall notify Lessee in writing that Lessee may proceed with construction.

12b. Surety for Performance and Payment. Before any major work of construction, alteration or repair is commenced on the Premises, Lessee shall furnish City adequate surety for performance and payment in a form acceptable to the City Risk Manager, in an amount not less than the cost of the improvements to be constructed, and which shall remain in effect until the entire cost of the work has been paid in full and the new improvements have been insured as provided in this Lease. City may, but shall not unreasonably, disapprove the surety. The surety shall be deemed approved unless notice of disapproval is given within thirty (30) days after receipt of the proposed surety.

13. Insurance.

13a. Insurance Coverages. Lessee shall obtain and maintain at all times during the term of this Lease, from one or more financially solvent insurance carriers

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authorized to conduct business in the State of California, general liability insurance, inclusive of aircraft liability and premises liability, with a single limit for bodily injury and property damage of \$_____ per occurrence with the exception of per aircraft passenger sub-limits of \$_____, insuring Lessee's liability against death and bodily injury to persons, including invitees and passengers, and damage to property.

13b. Certificate of Insurance. City shall be named as an additional insured under the applicable insurance policies as of the Commencement Date, and shall be furnished duly executed certificates of all required insurance, together with satisfactory evidence of the payment of the premiums therefore, prior to the Commencement Date, upon renewals of such policies, no less than thirty (30) days prior to the expiration of the term of such coverage. The insurance policies of Lessee shall further provide at least thirty (30) days advance written notice to City and Lessee of any material change, cancellation, non-renewal or changes adverse to the interest of City or Lessee. It is expressly understood by Lessee that the receipt of any required insurance certificates by City hereunder does not constitute agreement that the insurance requirements of this Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Lease. Further, the failure of City to obtain certificates or other evidence of insurance from Lessee shall not be deemed a waiver by City. Nonconforming insurance shall not relieve Lessee of its obligation to provide the insurance specified herein.

It is Lessee's responsibility to provide the certificates of insurance with additional insured endorsement on or before the expiration date of Lessee's existing insurance policy. A processing fee as may be set and periodically adjusted by the City (currently \$36.00) will be charged if the certificate of insurance is not received by City on or before the renewal date.

13c. Waiver of Subrogation. All policies shall expressly waive the underwriter's and insurance carrier's right of subrogation against City and/or its insurance carriers.

13d. Primary Insurance. Lessee's insurance policies shall respond on a primary basis, with any insurance carried by City to be construed as secondary or excess insurance.

13e. Lessee's Liability Not Limited. NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 12, FOR PURPOSES OF THIS LEASE, LESSEE ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS OR TO THE LIMITS REQUIRED HEREIN.

14. Casualty. In the event that the Premises, or the means of access thereto, is damaged by fire or any other cause, the rent payable hereunder shall not abate. In the event of loss of or material damage to the Hangar, Lessee shall repair or replace the Hangar within twenty-one (21) days following written notice to Lessee or, provided that Lessee has in good faith commenced such repair or replacement within such 21-day

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period, in a reasonable time thereafter. In the event such repair or replacement has not been timely completed as provided in this Section 13, City shall have the rights of entry and repair or replacement granted to it pursuant to Section 17 herein.

15. Liabilities, Indemnities and Force Majeure. Lessee shall defend, indemnify and hold harmless City (inclusive of its subsidiaries, affiliates, as now or hereafter constituted) and its officers, directors, agents, employees, and contractors, from and against any and all cost, liability, fine, penalty, damage or injury, including cost of suit and expenses of legal services, claimed or recovered by any person or entity, arising out of or relating to use of the Premises, or any activity, work, or other things done, permitted or suffered by Lessee in, on, or about the Premises by Lessee, its invitees, agents, or sub-lessees, or their invitees or agents, or any breach or default by Lessee in the performance of any obligation of Lessee set forth in this Lease ("Contract Damages"), except in the event that such damages arise from City's sole negligence or willful misconduct.

Further, Lessee shall indemnify City and pay any taxes or penalties imposed by any proper governing authority based upon Lessee's failure to comply with or violation of any local, state or federal rule resulting from the improper utilization of the Premises.

Any such sum shall be paid within ten (10) days of written demand by City.

Neither party shall be liable for its failure to perform this Lease or for any loss, injury, damage or delay of any nature whatsoever resulting from or caused by an act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, law, regulation, or any other cause beyond such party's control; provided, however, that Lessee shall not be excused for any such reason from its obligation to pay rent in a timely manner as provided herein.

16. Risk of Loss. Lessee bears all risk of loss or damage to the Hangar and any property stored within the Hangar, whether caused by fire, water, earthquake, theft, terrorism, or any other risk. City shall not provide insurance for the Hangar or any property stored therein. Lessee acknowledges that insurance is available from independent insurance companies to protect Lessee in the event of damage or loss.

17. Environmental Responsibilities of Lessee.

17a. Environmental Removal and Disposal. Lessee shall be responsible for the proper removal and disposal of all Hazardous Materials and Toxic Substances, as defined herein, generated by Lessee as a result of Lessee's activities in, on and from the Premises or the Airport, whether during the term or following expiration or termination of this Lease. Lessee shall ensure that removal of such materials and substances from the Hangar and the Airport is accomplished in accordance with Airport, local, state and federal guidelines. Additionally, environmental contamination caused or permitted by Lessee, which impacts the Premises or the Airport as a result of Lessee's improper handling, disposal, release or leakage of any Hazardous Materials and Toxic Substances while utilizing the Premises or Airport shall be the sole responsibility of

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Lessee. For purposes of this Section 16, "Hazardous Materials and Toxic Substances" shall mean any hazardous or toxic substances, materials, wastes, pollutants or contaminants, as defined, listed or regulated now or in the future by any federal, state or local law, rule, regulation, ordinance, statute or order or by common law decision, including, without limitation, petroleum products or byproducts.

17b. Environmental Indemnification. Lessee shall indemnify, defend and hold harmless City (inclusive of its subsidiaries, affiliates, as now or hereafter constituted) and its officers, directors, agents, employees, and contractors, from and against any and all claims (including, without limitation, third party claims from bodily injury or real or personal property damage), actions, administrative proceedings (including information proceedings), judgments, damages, punitive damages, penalties, fines, taxes and assessments, liabilities (including sums paid in settlement of claims), interest, impairments, losses, fees and expenses (including attorney's fees and expenses incurred in enforcing this provision or collecting any sums due hereunder), consultant and expert fees, together with all other costs and expenses of any kind or nature, including any and all expenses of cleaning up or disposing of any such Hazardous Materials and Toxic Substances arising from or caused by Lessee's use of the Premises or the Airport or Lessee's failure to perform the covenants of this Section 16 ("Environmental Damages"). Lessee shall have no responsibility for any Environmental Damages which preceded the Commencement Date of this Lease. The obligations, covenants and agreements of Lessee contained in this Section 16 shall survive expiration or termination of this Lease for any reason.

18. Entry to Hangar; City Repairs. Lessee consents to City's entry onto the Premises and the Hangar, without notice to Lessee, in the case of an emergency which, in City's reasonable determination, poses an imminent health or safety threat to any person or property. Lessee further consents to City's entry onto the Premises and the Hangar if, within twenty-one (21) days following written notice to Lessee of any breach of Section 13 of this Lease relating to casualty, such breach has not been remedied by Lessee. In such event, City shall be entitled to repair, replace, or otherwise remedy any such breach, the cost for which shall be paid by Lessee within ten (10) days of written notice thereof. Under all other circumstances, including inspection to ensure compliance with the terms and provisions of this Lease, Lessee further consents to City's entry onto the Premises and the Hangar with twenty-four (24) hours advance notice by email, or, in the event email notification is unavailable, by mail or by telephone, as provided in Section 25 herein. The cost of such inspections shall be paid by City unless such inspection reveals the presence of hazardous materials or toxic substances are the result of Lessee's operations on the Premises.

19. Subordination. This Lease is subject and subordinate to the following:

19a. City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance by or on behalf of Lessee, provided Lessee is not deprived of the use or access to the Premises or any of Lessee's rights under this Lease.

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19b. City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

19c. City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

19d. This Lease is and shall be subordinate to the provisions of existing and future agreements and assurances between City and the United States, the Federal Aviation Administration, or the State of California relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of federal funds, state funds, services, or property for the benefit of the Airport.

19e. During national emergency, City shall have the right to lease all or any part of the landing area or the Airport to the United States or the State of California for military use, and if any such lease is executed, the provisions of this Lease insofar as they may be inconsistent with the provisions of such lease to the government, shall be suspended, but such suspension shall not extend the term of this Lease. Abatement of rentals shall be reasonably determined by the City in proportion to the degree of interference with Lessee's use of the Premises.

19f. Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Lease shall grant to Lessee any rights whatsoever in the airspace above the Premises other than those reasonably necessary to Lessee's enjoyment of the Premises and which are consistent with Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

19g. This Lease is subject and subordinate to any and all mortgages which may now or hereafter encumber the City's fee simple interest in the Airport real property, and to all renewals, modifications and extensions thereof; provided that with respect to any future mortgage, the subordination described above shall be subject to the following: in the event that any proceedings are brought by the mortgagee (a) to foreclose the mortgage or any renewal, modification, consolidation, replacement or extension thereof, for any reason whatsoever, or (b) to succeed to the interest of City by foreclosure, deed in lieu thereof or otherwise, and provided no uncured event of default under this Lease shall have occurred and be continuing, Lessee's possession of the Premises and Lessee's rights and privileges under this Lease and any extension or extensions thereof shall not be diminished, interfered with or disturbed by the mortgagee. Lessee shall, within seven (7) days after required of City, execute any subordination documents which City or any mortgagee of the Premises may reasonably request, but no such document shall be required to effectuate said subordination. Any such subordination documents shall, as to any future mortgage, comply with the terms of this paragraph.

19h. Lessee understands and accepts City's delegation of the prohibition against exclusive rights in accordance with the obligation set forth in the Federal Aviation Act of

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1958, Section 308(a), which states “there shall be no exclusive right for the use of any landing area or air navigation facility upon which federal funds have been expended” and as set forth in 49 United States Codes Section 40107(a)(4) and U.S.C. Section 40103(e). Lessee may not exercise any of its rights or privileges under the Lease in any manner which results in and subjects the public Airport users or tenants to unjust discrimination.

19i. Lessee for himself/herself/itself, and its or their personal representatives, administrators, successors in interest, and assignees, as part of the consideration hereof, does hereby covenant and agree that: (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities, in the construction of any improvements on, over, or under Airport land, or in the furnishing of services thereon; and (b) use the Premises shall be in compliance with all other requirements imposed by or pursuant to *Title 49 Code of Federal Regulations Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation* and as outlined in FAA AC 150/5100-15A *Civil Rights Requirements for the Airport Improvement Program* and as said regulations may be amended.

19j. Lessee acknowledges that the City is subject to Federal Grant Agreement obligations as set forth on Exhibit “F” attached hereto and made a part hereof, and Lessee shall act in compliance therewith.

20. Disclaimer of Liability: CITY HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES CITY FROM, ANY AND ALL LIABILITY WHETHER IN CONTRACT OR TORT (EXCEPT AS PROVIDED HEREIN) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, OR ITS EMPLOYEES, AGENTS OR INVITEES, DURING THE TERM OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO THE AIRCRAFT OR OTHER PROPERTY OF LESSEE THAT MAY BE LOCATED OR STORED ON OR IN THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY CITY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL CITY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT.

21. Default. Lessee shall be considered in breach and default of this Lease in the event (each, a “Default”) (a) Lessee defaults in its obligation to pay rent and such default continues for fifteen (15) days after written notice thereof from City; (b) Lessee defaults in the performance of any other obligation or violates any other term or provision herein and such default or violation continues for twenty-one (21) days, or is repeated, after written notice thereof from City; (c) Lessee is a corporation, limited liability company, or other business entity and ceases to lawfully exist under the laws of the State of California or the state of its organization; (d) a petition is filed by or against Lessee under any state or federal bankruptcy laws (including a petition for reorganization); or (e) Lessee assigns its property for the benefit of creditors.

In the event that Lessee is in Default of this Lease, then City may, at its option,

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terminate this Lease upon written notice to Lessee, in which event the provisions of Section 6(d)(1) herein shall apply.

22. Governing Law. This Lease shall be construed in accordance with the laws of the State of California. Venue shall be in the appropriate court in and for Porterville City.

23. Relationship of Parties. The relationship between City and Lessee shall always and only be that of lessor and lessee, or landlord and tenant. Lessee shall never at any time during the term of this Lease become the agent of City, and City shall not be responsible for the acts or omissions of Lessee, its employees or agents.

24. Remedies Cumulative. The rights and remedies with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies available to either party in law or equity.

25. Notices. All notices to be given hereunder shall be in writing and shall be sent by certified mail postage prepaid, addressed as follows:

NOTICE TO CITY:

Email Address:

Address:

NOTICE TO LESSEE:

Email Address: _____

Telephone: _____

Name: _____

Address: _____

City/State/ZIP: _____

Any notices permitted or required to be given by the terms of this Lease shall be effective three (3) business days after mailing, or the next business day after emailing.

26. Integration. This Lease constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, between the parties. Any change or modification hereof must be in writing signed by both parties.

27. Waiver. The waiver by either party of any covenant or condition of this Lease shall not thereafter preclude such party from demanding performance in accordance with the terms thereof. No failure of City to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by City of full or partial rent during the continuance of any such breach or application of the security deposit in light of any breach, shall constitute a waiver of any such breach or of any such

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term, covenant, agreement, provision, condition, limitation, right or remedy. No term, covenant, agreement, provision, condition or limitation of this Lease to be kept, observed or performed by City or by Lessee, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by City or by Lessee, as the case may be. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant, agreement, provision, condition and limitation of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

28. Successors Bound. This Lease shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

29. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties and subject matter of this Lease, the entire Lease shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

30. Time is of the Essence. Time is of the essence in the performance of all of Lessee's obligations under this Lease.

31. Taxes, Assessments and Fees. Lessee shall pay, without abatement, deduction or offset all real and personal property taxes, general and special assessments, and other charges of every description levied on or assessed against the Leased Premises, improvements located on the Leased Premises, person property locate on or in the land or improvements, the leasehold estate, or any subleasehold estate, to the full extent of installments falling due during the term, whether belonging to or chargeable against City or Lessee. Lessee shall make all such payments directly to the charging authority at least fifteen (15) days before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for nonpayment. If, however, the law permits the payment of nay or all of the above items in installments (whether or not interest accrues on the unpaid balance), Lessee may, at Lessee's election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency. Lessee shall pay any charge or levy only upon the rent payable by the Lessee under the Lease to City, and any tax in lieu of property tax, but shall not be required to pay any franchise, state inheritance, succession, capital levy or transfer tax of the City, or any income, excess profits or revenue tax, or any other tax, assessments or charge attributable to City. In addition, City shall be solely responsible for any income taxes assessed against City arising out of its operation of the Airport or related to the rents received from Lessee.

If at any time during the term of the Lease any tax, however described, is levied or assessed against City as a substitute, in whole or in part, for any real property taxes, or in addition to such real property taxes, Lessee shall pay before delinquency the substitute of additional tax or excise. Such substitutes include, but are not limited to, any possessory interest tax imposed on Lessee by California Revenue and Taxation Code Sections 103 and 107.

Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxes pursuant to Revenue and Taxation Code

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Section 107.6 and that, if a possessory interest is created, Lessee shall, in accordance with this Section 5, be responsible for payment of property taxes levied against such possessory interest. Any documentary transfer tax assessed upon creation of a leasehold interest in the Premises under this lease shall be paid by Lessee. Lessee hereby expressly acknowledges that City has given Lessee notice that Lessee's possessory interest in the demised premises may be taxed.

Lessee's initials

32. Financing Agreements. In order to obtain financing or refinancing for the construction, improvement, repair or sale of the Hangar, which may require encumbrance of the Hangar and/or Lessee's leasehold interest in the Premises, City shall cooperate with Lessee and any lender in the execution of an amendment to this Lease setting forth such lender's financing terms and conditions, and City shall not unreasonably withhold its consent to such financing terms and conditions.

33. City's Proprietary Capacity. Lessee acknowledges that City is entering into this Lease in its proprietary capacity and not in its regulatory or governmental capacity. Nothing in this Lease shall be construed as restraining, impairing, or restricting the City in its regulatory or governmental capacity, or granting any rights upon Lessee with respect to the use, occupancy, development, or operation of the Premises in a manner inconsistent with any laws or applicable requirements.

34. Approval of any Future Development. Nothing in this Lease is intended to commit the Lessee to completing a particular project or to commit City to granting any approval for such proposed use. The City's approval of this Lease does not constitute approval by the City of any proposed development on the Premises or of other activity on the Premises that would have a direct or reasonably foreseeable indirect environmental impact pursuant to the California Environmental Quality Act ("CEQA"). Nothing in this Lease, nor any action by Lessee with reference to this Lease or any related documents shall be deemed to constitute issuance or waiver of any required City approval regarding the Premises, or waiver or exercise of any legislative discretion of the City regarding any application, approval or other matter relating to Lessee's intended use of the Premises.

35. Net Lease. This lease shall be a triple net Lease and Base Rent shall be paid to City absolutely net of all costs and expenses, except as specifically provided to the contrary in this Lease. It is understood that City will receive the rent set forth in this Lease free and clear of any and all other impositions, taxes, liens, charges, or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition to the rent required by this Lease, and to the other amounts payable by Lessee pursuant to this Lease, Lessee shall pay to the parties respectively entitled thereto all other impositions, operating charges, maintenance charges, construction costs and any other charges, costs, and expenses which arise or may be contemplated under any provision of this Lease during the term hereof. All of such charges, costs and expenses shall constitute additional rent,

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and upon the failure of Lessee to pay any of such costs, charges or expenses, City shall have the same rights and remedies as otherwise provided in this Lease for the failure of Lessee to pay rent. It is the intention of the parties hereto that this Lease shall not be terminable for any reason by Lessee, and that Lessee shall in no event be entitled to any abatement or reduction in rent payable under this Lease, except as herein expressly provided. Any present or future law to the contrary shall not alter this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written. Executed in Porterville, California, on the date and year first above written.

LESSEE

LESSOR: CITY OF PORTERVILLE

By: _____
(Name of Lessee)

By: _____,
_____, Mayor

ATTEST

City Clerk

By: _____
Deputy



FAA Airports

ASSURANCES AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



Federal Aviation
Administration

AIRPORT SPONSOR & AIRPORT USER RIGHTS AND RESPONSIBILITIES



AIRPORT SPONSOR & AIRPORT USER RIGHTS AND RESPONSIBILITIES

The rights and responsibilities of the sponsors and users of federally obligated public-use airports are based on Federal law. In exchange for Federal airport development assistance (including the transfer of Federal property for airport purposes), airport sponsors make binding commitments to assure that the public's interest in civil aviation will be served. An airport sponsor's responsibilities are commonly referred to as its Federal grant obligations or grant assurances.

The Federal Aviation Administration (FAA) has a statutory mandate to ensure that airport owners comply with their grant obligations. [FAA Order 5190.6B, *Airport Compliance Manual*](#), issued September 30, 2009, generally provides the policies and procedures to be followed by the FAA in carrying out this duty. The Order is not regulatory and is not controlling with regard to airport sponsor conduct; rather it establishes the policies and procedures to be followed by FAA personnel in carrying out the FAA's responsibilities for ensuring airport compliance.

The FAA Airport Compliance Program is designed to ensure the availability of a national system of safe, properly-maintained, public-use airports operated in a manner consistent with the airport owners' Federal obligations and the public's investment in civil aviation. The Airport Compliance Program does not control or direct the operation of airports; rather, it monitors the administration of the valuable rights pledged by airport sponsors to the people of the United States in exchange for monetary grants and donations of Federal property to ensure that the public interest is being served. More information about the [FAA's Airport Compliance Program](#) is available.

From time to time, individual airport users and airport sponsors may view these grant obligations differently. In most cases, airport users and airport sponsors are able to work together to identify a solution which is consistent with the airport sponsor's obligations and acceptable to both parties. However, when the two parties cannot come to an agreement, they may ask the FAA to help them interpret how the airport sponsor's obligations apply. The following discussion will serve as a guide to current FAA policy interpretation of the applicable laws and those sponsor assurances which commonly affect aeronautical users' rights at federally obligated public-use airports nationwide. The complete list of [sponsor assurances](#) is available.

Airport Owner Rights and Powers

Grant Assurance 5, *Preserving Rights and Powers*, requires, in pertinent part, that the sponsor of a federally obligated airport:

“...will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor.”



Put simply, an airport sponsor is prohibited from taking any action which could preclude it from complying with its grant obligations. For example, an airport sponsor may not enter into a management agreement which would result in exclusive use or discrimination at the airport. Airport sponsors are strongly encouraged to use strong subordination clauses to ensure their ability to comply with Grant Assurance 5.

In addition to obligating the airport sponsor to preserve its rights and powers to carry out all grant agreement requirements, this assurance also places certain limitations on the sponsor's use of airport land. Most real estate transactions require prior FAA approval, and airport sponsors are prohibited from encumbering airport property.



Use on Reasonable and Not Unjustly Discriminatory Terms

Grant Assurance 22, Economic Nondiscrimination, requires, in pertinent part, that the sponsor of a federally obligated airport:

“...will make its airport available as an airport for public use on reasonable terms, and without unjust discrimination, to all types, kinds, and classes of aeronautical uses.” Assurance 22(a)

“...may establish such equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.” Assurance 22(h)

“...may...limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or...to serve the civil aviation needs of the public.” Assurance 22(i)

Subsection (h) qualifies subsection (a) and subsection (i) represents an exception to subsection (a) to permit the sponsor to exercise control of the airport sufficient to preclude unsafe and efficient use of navigable airspace which would be detrimental to the civil aviation needs of the public. However, any airport sponsor restrictions on aeronautical activities based upon safety and efficiency under Assurance 22(i) must be adequately justified and supported, and they must be approved in advance by the FAA. In all cases, the FAA is the final arbiter regarding aviation safety and will make the determination regarding the reasonableness of any proposed measure to restrict, limit, or deny aeronautical access to the airport. The FAA considers it inappropriate to provide federal assistance for improvements to airports where the benefits of such improvements will not be fully realized due to inherent restrictions on aeronautical activities.

Federally obligated airport sponsors are required to operate airports for the use and benefit of aeronautical users and to make those airports available to all types, kinds, and classes of aeronautical activities on fair and reasonable terms, and without unjust discrimination. However, airport sponsors may adopt reasonable commercial minimum standards and/or airport rules and regulations.

Airport sponsors have an obligation to treat in a uniform manner those users making the same or similar use of the airport. However, an airport sponsor may treat similarly situated airport users differently, including rental rates, lease terms, etc., as long as those differences are not unjust. Typically, in order to sustain an allegation of unjust economic discrimination, a complainant must establish they requested similar terms and conditions as another similarly situated user, but was denied those terms for unjust reasons.

Restrictions on Self-servicing of Aircraft

Grant Assurance 22(f) provides that an airport sponsor:



“...will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance, repair, and fueling) that it may choose to perform.”

The FAA considers the right to self-service as prohibiting the establishment of any unreasonable restriction on the owners or operators of aircraft regarding the servicing of their own aircraft and equipment. When airport users and airport sponsors disagree about whether or not a restriction is reasonable and a formal complaint is filed, the FAA becomes the final arbiter in the matter.

Aircraft owners must be permitted to fuel, wash, repair, and otherwise take care of their own aircraft with their own personnel, equipment, and supplies. The airport sponsor, however, is obligated to operate the airport in a safe and efficient manner. The establishment of fair and reasonable rules, applied in a not unjustly discriminatory manner, governing the introduction of equipment, personnel, or practices which would be unsafe, unsightly, detrimental to the public welfare, or which would affect the efficient use of airport facilities by others, is not unreasonable.

The Prohibition Against Exclusive Rights

Grant Assurance 23, Exclusive Rights, provides, in pertinent part, that the sponsor of a federally obligated airport:

“...will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public...”

The fact that an aeronautical activity is provided by only one entity does not necessarily establish an exclusive rights violation. An exclusive rights violation is the denial by an airport sponsor to afford other qualified parties an opportunity to be an on-airport aeronautical service provider.

Although federally obligated airports may impose qualifications and minimum standards upon those who engage in aeronautical activities, the FAA has taken the position that the application of any unreasonable requirement or standard that is applied in an unjustly discriminatory manner may constitute a constructive grant of an exclusive right. When airport users and airport sponsors disagree about whether or not a requirement is reasonable and a formal complaint is filed, the FAA becomes the final arbiter in the matter.

Grant Assurance 23 provides for two limited exceptions. An airport sponsor may choose to offer some or all aeronautical services itself and exclude other entities from competing with these services. This is referred to as the airport sponsor's proprietary exclusive right. If an airport sponsor chooses to exercise its proprietary exclusive right to offer aeronautical services, it must do so with its own resources and its own employees; airport sponsors may not contract out their proprietary exclusive right. The second exception applies when the airport sponsor faces unreasonably costly, burdensome, or impractical challenges in accommodating more than one fixed-base operator to provide a service and adding a second fixed-base operator would result in a reduction in space leased to and actively used by the existing fixed-base operator.

Airport Rates and Charges

Grant Assurance 24, Fee and Rental Structure, provides, in pertinent part, that the sponsor of a federally obligated airport:

“...maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at that particular airport, taking into account such factors as the volume of traffic and economy of collection.”

The airport sponsor's obligation to make an airport available for public use does not preclude the owner or sponsor from recovering the cost of providing the facility. The owner or sponsor is expected to recover its costs through the establishment of fair and reasonable fees, rentals, or other user charges that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

The [FAA's Policy Regarding Airport Rates and Charges](#) (61 Fed. Reg. 31994; June 21, 1996 as amended) provides comprehensive guidance on the legal requirement that airport fees be fair, reasonable, and not unjustly discriminatory. Federal law does not prescribe a single approach to rate-setting; airports may utilize their preferred methodology as long as that methodology is applied consistently to similarly-situated aeronautical users and conforms to other requirements outlined in the FAA's Rates and Charges Policy. Ordinarily, the FAA will not investigate the reasonableness of a general aviation airport's fees absent evidence of a progressive accumulation of surplus aeronautical revenues.



The Use of Airport Revenue

Grant Assurance 25, Airport Revenues, provides, in pertinent part, that:

“All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport...” Assurance 25(a)

Revenue generated by the airport includes aeronautical and nonaeronautical rents, fees, charges, and other payments received by the airport sponsor. Airport revenue must be used for the operational and capital costs of the airport, the local airport system, or other facilities owned or operated by the airport owner or operator and directly and substantially related to the air transportation of passengers or property. Certain airports are exempted from this requirement because the law grandfathers certain financial arrangements that existed prior to September 3, 1982.

The FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 Fed. Reg. 7696; February 16, 1999) provides several examples of unlawful revenue diversion. Some of these examples include:

- Paying in excess of the value of goods or services the airport receives;
- Improper cost allocations;
- Charging less than fair market value rental rates to nonaeronautical users, including the sponsor itself;
- Directly subsidizing air carriers;
- Using airport revenue for general economic development activities;
- Paying for marketing and promotions not related to the airport;
- Loaning money to other entities at less than prevailing rates; and
- Using airport revenue to participate in some types of community events.

COMPLAINT RESOLUTION

The FAA's role in adjudicating disputes between airport users and airport sponsor's is to ensure the sponsor's compliance with its Federal obligations. When allegations made in a complaint are verified, the FAA works with the airport sponsor to develop a corrective action plan to address the findings of noncompliance. **Please note that the FAA does not have the legal authority to award monetary judgments or order payment for damages.**

Informal Complaint Process

Under 14 Code of Federal Regulations § 13.1, any person who knows of a violation of Federal aviation laws, regulations, rules, policies, or orders may report the violation to the FAA informally as a “report of violation.” Airport users may report allegations of grant assurance violations to the FAA under Section 13.1. This is commonly referred to as an “informal complaint.”

The FAA strongly encourages individuals seeking to file informal complaints under 14 CFR, § 13.1, to do so in writing. A telephone conversation may not capture all the details of the alleged violations while the written submission is able to emphasize all the issues and concerns.

Informal complaints of alleged violations are primarily addressed through the FAA's review of written submissions. Therefore reports must:

1. Clearly state each alleged violation;
2. Identify the specific grant assurance(s) alleged to have been violated;
3. Provide a comprehensive, detailed description of the alleged violation, including the actions and/or inactions taken by the airport sponsor which result in the alleged violation;
4. Provide issue-by-issue supporting arguments, information and documentation; and
5. Include a summary of the actions you have taken to bring the perceived violation(s) to the attention of the airport sponsor and any efforts to resolve the issues directly with the airport sponsor.

Factually accurate supporting detail is essential for us to effectively evaluate each allegation and to establish a basis for determining the validity of each allegation. **Please be advised that information and documents provided to the FAA are not considered confidential and are subject to public release under the Freedom of Information Act.**



The FAA's local Airports District Office or Regional Airports Division investigates informal complaints. Allegations which do not fall within the scope of FAA jurisdiction or which lack sufficient clarity to permit evaluation will not be reviewed further. The remaining allegations will be investigated to determine whether further FAA action is warranted. The investigative process requires the FAA to contact the airport sponsor.

A list of [FAA Airports District and Regional Offices](#) is available.

There are no regulatory time frames associated with the Part 13.1 process. The FAA strives to investigate and conclude informal complaints within 120 days from receipt of the complaint. However, extenuating factors such as time required to obtain additional factual information, the complexity of the allegations, the need to coordinate with other offices within the FAA, and office workload requirements, etc. may preclude the investigating office from meeting this target deadline.

Upon completion of the investigation, a preliminary determination setting forth the Region's position on the allegations is sent to both the complainant and the airport sponsor. This preliminary determination is not a final agency decision subject to judicial review.

Formal Complaint Process

[FAA Rules of Practice for Federally-Assisted Airport Proceedings, 14 Code of Federal Regulations § 16](#) is the process available to substantially affected complainants seeking a final agency decision. The FAA's Office of Airport Compliance conducts FAA investigations under Part 16. These enforcement procedures were published in the Federal Register ([61 Fed. Reg. 53998, October 16, 1996](#)) and became effective on December 16, 1996.

In order to file a formal complaint under 14 CFR, Part 16, the complainant must be “directly and substantially affected” by any alleged noncompliance of a federally obligated airport. Prior to filing a complaint, the parties are required to initiate and engage in good faith efforts to resolve the disputed matter informally. A complaint will not be considered unless the person or authorized representative filing the complaint certifies that substantial and reasonable good faith efforts to resolve the issue have been made and that there is no prospect for a timely resolution.

Formal complaints are filed with the FAA Part 16 Airport Proceedings Docket in the Office of the Chief Counsel. Documents filed with the FAA must be typewritten or legibly printed. The mailing address should read:

FAA Part 16 Airport Proceedings Docket
AGC-610
Federal Aviation Administration
800 Independence Ave., SW
Washington, DC 20591

The complaint should:

1. State the name and address of each person who is the subject of the complaint and, with respect to each person, the specific provisions of each law, grant assurance, and/or surplus property agreement that the complainant believes were violated;
2. Provide a concise but complete statement of the facts relied upon to substantiate each allegation;
3. Describe how the complainant was directly and substantially affected by the things done or omitted to be done by the respondent(s); and
4. Provide a summary of the actions taken to bring the perceived violation(s) to the attention of the airport sponsor and any efforts to resolve the issues directly with the airport sponsor.

The original and three copies of each document should be filed with the FAA Part 16 Airport Proceedings Docket. The original should be signed by the person filing it or the person's duly authorized representative.

A certificate of service should accompany all documents when they are filed. The certificate must certify concurrent service on the FAA and all parties named in the complaint as persons responsible for the alleged action(s) or omission(s) upon which the complaint is based.

The certificate of service should be in substantially the following form:

I hereby certify that I have this day served the foregoing [name of document] on the following persons at the following addresses and facsimile numbers (if also served by facsimile) by [specify method of service]:

[list person, addresses, facsimile numbers]

Dated this _____ day of _____, 20__.

[signature], for [party]

After a formal complaint is received, the FAA has 20 days to either docket or dismiss the complaint. Formal complaints are dismissed when the complainant lacks standing, does not follow the correct procedures to file the complaint, or fails to document good faith efforts to resolve the matter informally.

Once a formal complaint is docketed, the airport sponsor has 20 days to file its answer. The complainant may file its reply within 10 days of the date of service of the answer. The airport sponsor may file a rebuttal within 10 days of the date of service of the complainant's reply. The FAA has 120 days, from the date of the last pleading submitted, to conduct its investigation and issue a Director's Determination.

Any party adversely affected by the Director's Determination may appeal the initial determination to the Associate Administrator for Airports within 30 days after the date of service of the initial determination. The Associate Administrator will render a Final Agency Decision which may be appealed to the U.S. Court of Appeals.

Prior to filing a formal complaint, please review the [Frequently Asked Questions about Part 16](#).

The [Part 16 Decision Database](#) contains copies of all Director's Determinations and Final Agency Decisions issued. Oftentimes, complaints focus on similar issues, so understanding how the FAA has decided a case in the past may be helpful.



RESOURCES AND REFERENCES

Airport Compliance Program

http://www.faa.gov/airports/airport_compliance/

FAA Order 5190.6B, Airport Compliance Manual

http://www.faa.gov/airports/resources/publications/orders/compliance_5190_6/

Sponsor Assurances

http://www.faa.gov/airports/aip/grant_assurances/media/airport_sponsor_assurances_2012.pdf

FAA's Policy Regarding Airport Rates and Charges

http://www.faa.gov/airports/airport_compliance/media/airports_rates_charges_policy_with_amendments.pdf

FAA's Policy and Procedures Concerning the Use of Airport Revenue

http://www.faa.gov/airports/resources/publications/federal_register_notices/media/obligation_final99.pdf

FAA's Advisory Circular on Exclusive Rights at Federally Obligated Airports

http://www.faa.gov/documentLibrary/media/advisory_circular/150-5190-6/150_5190_6.pdf

FAA's Advisory Circular on Minimum Standards for Commercial Aeronautical Activities

http://www.faa.gov/documentLibrary/media/advisory_circular/150-5190-7/150_5190_7.pdf

14 Code of Federal Regulations § 13.1

<http://www.gpo.gov/fdsys/pkg/CFR-2011-title14-vol1/xml/CFR-2011-title14-vol1-part13.xml#seqnum13.1>

14 Code of Federal Regulations § 16

<http://www.gpo.gov/fdsys/pkg/CFR-2011-title14-vol1/xml/CFR-2011-title14-vol1-part16.xml>

Frequently Asked Questions about Part 16

<http://part16.airports.faa.gov/index.cfm?page=FAQ>

Part 16 Decision Database

<http://part16.airports.faa.gov/index.cfm?page=CaseFileSearch>



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Second Water Service - 478 S. Doyle St

SOURCE: Community Development

COMMENT: Staff received a request for a will-serve letter to provide a second water connection service to an existing property located at 478 S. Doyle Street for the development of an SB9 unit under Gov. Code Section 65852.21, et seq.

BACKGROUND: The property at 478 S. Doyle St. (APN 264-050-002) is located in East Porterville, outside the city limits and within the City's Urban Development Boundary. It is developed with a single-family residence, with a proposed SB9 primary unit under consideration by the County of Tulare. The existing residence currently receives water via an Extraterritorial Service Agreement (ESA) as an emergency water service connection through the Department of Water Resources (DWR) Emergency Connection Project for East Porterville, under which the subject property qualified as part of the East Porterville Feasibility Study Project Area. The ESA was approved on August 28, 2016. The ESA included an Irrevocable Agreement for Annexation (IAA #70-02) and a Deed Restriction for future development, which was recorded at the Tulare County Recorder's office as Record Number 2017-0061795 on October 6, 2017. The deed restriction provided that "no expansion or modification of this use, including conversion of structures or addition of habitable structures, may be permitted without approval of the City Council of the City of Porterville."

ANALYSIS: Pursuant to Gov. Code Section 65852.21, et seq., Tulare County is required to ministerially approve a proposed SB9 primary unit without discretionary review or a hearing if it meets the required findings. Correspondingly, the City of Porterville is required to approve a water service for the proposed SB9 primary unit, if requested.

ENVIRONMENTAL REVIEW: On January 15, 2025, the Environmental Coordinator made a determination that the project is exempt from CEQA as a ministerial project as it consists solely of the approval of an individual utility service connection (CEQA Guidelines Section 15268(b)(4)).

RECOMMENDATION: That the City Council adopt the draft resolution approving

the second water service connection at 478 S. Doyle Street.

ATTACHMENTS:

1. Locator Map
2. Site Plan
3. Irrevocable Agreement for Annex. to City of Porterville
Recorded 70-02
4. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Jason Ridenour, Interim City Manager

Locator Map 478 S Doyle St



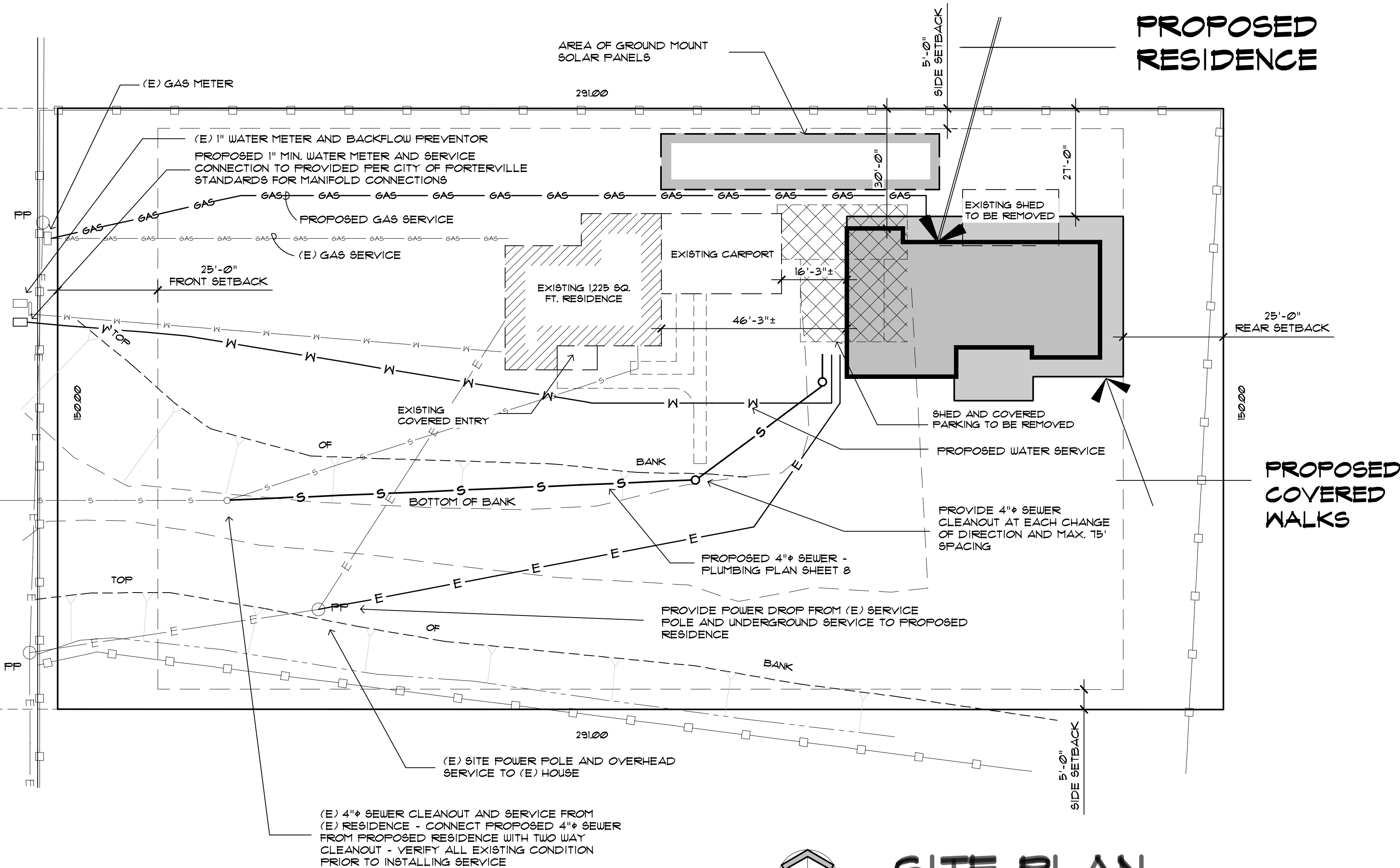
-  Project Location
-  City Limits

1 in = 2,000 feet



Date Printed: 1/27/2025 by the Community Development Department

S DOYLE ST



SITE PLAN

SCALE : 1" = 20'-0"

TITLE 24 ENERGY

ALL LUMINAIRES MUST BE HIGH EFFICACY (150.0(K)1A)

LUMINARIES RECESSED IN INSULATED CEILINGS MUST MEET FIVE REQUIREMENTS (150.0(K)1C):

- THEY MUST BE RATED FOR DIRECT INSULATION CONTACT (1C).
- THEY MUST BE CERTIFIED AS AIRTIGHT (AT) CONSTRUCTION.
- THEY MUST HAVE A SEALED GASKET OR CAULKING BETWEEN THE HOUSING AND CEILING TO PREVENT FLOW OF HEATED OR COOLED AIR OUT OF LIVING AREAS AND INTO THE CEILING CAVITY.
- HARDWIRED BALLASTS OR DRIVERS, ALLOW BALLAST OR DRIVER MAINTENANCE AND REPLACEMENT TO BE READILY ACCESSIBLE FROM BELOW THE CEILING WITHOUT REQUIRING CUTTING HOLES IN CEILING.
- THEY MAY NOT CONTAIN A SCREW BASE SOCKETS

IN BATHROOMS, GARAGES, LAUNDRY ROOMS, AND UTILITY ROOMS, AT LEAST ONE LUMINAIRE IN EACH OF THESE SPACES SHALL BE CONTROLLED BY A VACANCY SENSOR OR OCCUPANT SENSOR PROVIDED THE OCCUPANT SENSOR IS INITIALLY PROGRAMMED LIKE A VACANCY SENSOR (MANUAL-ON OPERATION). (150.0(K)2)

JOINT APPENDIX A (JAB) CERTIFIED LAMPS SHALL BE CONSIDERED HIGH EFFICACY. JAB COMPLIANT LIGHT SOURCES SHALL BE CONTROLLED BY A VACANCY SENSOR OR DIMMER. (EXCEPTION: TOSF CLOSETS AND HALLWAY) (150.0(K)2K)

UNDER-CABINET LIGHTING SHALL BE SWITCHED SEPARATELY FROM OTHER LIGHTING SYSTEMS. (150.0(K)2L)

ALL EXTERIOR LIGHTING SHALL BE HIGH EFFICACY, BE CONTROLLED BY A MANUAL ON/OFF SWITCH AND HAVE ONE OF THE FOLLOWING CONTROLS (THE MANUAL SWITCH SHALL NOT OVERRIDE THE AUTOMATIC CONTROL DEVICE). (150.0(K)3A)

- PHOTO-CONTROL AND MOTION SENSOR
- PHOTO-CONTROL AND AUTOMATIC TIME SWITCH CONTROL
- ASTRONOMICAL TIME CLOCK CONTROL TURNING LIGHTS OFF DURING THE DAY

ALL HIGH EFFICACY LIGHT FIXTURES SHALL BE CERTIFIED AS "HIGH-EFFICACY" LIGHT FIXTURES BY THE CALIFORNIA ENERGY COMMISSION.

CONTRACTOR SHALL PROVIDE THE HOMEOWNER WITH A LUMINAIRE SCHEDULE GIVING THE LAMPS USED IN THE LUMINARIES INSTALLED. (10-103(B))

THE NUMBER OF BLANK ELECTRICAL BOXES MORE THAN 5 FEET ABOVE THE FINISHED FLOOR SHALL NOT BE GREATER THAN THE NUMBER OF BEDROOMS. THESE ELECTRICAL BOXES MUST BE SERVED BY A DIMMER, VACANCY SENSOR, OR FAN SPEED CONTROL. (150(K)1B)

PROVIDE A GASKET/ INSULATION ON ALL INTERIOR ATTIC/UNDER-FLOOR ACCESSES. (110.7)

PROVIDE VERIFICATION ON THE PLANS HOW THE BUILDING WILL MEET THE MINIMUM VENTILATION AND ACCEPTABLE INDOOR AIR QUALITY REQUIREMENTS PER ASHRAE STANDARD 62.2. WINDOW OPERATION IS NOT A PERMISSIBLE METHOD OF PROVIDING THE WHOLE BUILDING VENTILATION AIRFLOW REQUIRED. THIS IS SUBJECT TO HERS TESTING. THE FOLLOWING LABEL MUST BE ATTACHED TO THE FAN SWITCH: "TO MAINTAIN MINIMUM LEVELS OF OUTSIDE AIR VENTILATION REQUIRED FOR GOOD HEALTH, THE FAN CONTROL SHOULD BE ON AT ALL TIMES WHEN THE BUILDING IS OCCUPIED, UNLESS THERE IS SEVERE OUTDOOR AIR CONTAMINATION." (CALIFORNIA ENERGY CODE 150.0(O)) A MINIMUM 100 CFM INDOOR AIR QUALITY FAN IS REQUIRED IN THE KITCHEN AND SHALL BE HERS VERIFIED.

GENERAL

PROVIDE EACH BEDROOM, BASEMENT, AND HABITABLE ATTICS WITH A MINIMUM OF ONE EXTERIOR WINDOW WITH A 44" MAXIMUM CLEAR OPENING HEIGHT, 5.7 SQ. FT. MINIMUM CLEAR OPENABLE AREA (MINIMUM 5.0 SQ.FT. AT GRADE FLOOR OPENINGS), 24" MINIMUM CLEAR OPENABLE HEIGHT AND 20" MINIMUM CLEAR WIDTH, OR AN OPENABLE EXTERIOR EXIT DOOR. (CRC R310.2.1 AND CRC R310.2.2) WINDOW WELLS, LADDERS, AND STEPS SHALL COMPLY WITH CRC R310.2.3. BARS, GRILLS, COVERS, AND SCREENS SHALL BE REMOVABLE OR REMOVABLE FROM THE INSIDE WITHOUT THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE, OR FORCE GREATER THAN 15 LBS TO OPERATE THE EMERGENCY ESCAPE AND RESCUE OPENINGS. (CRC R310.4) PHOTOVOLTAIC PANELS & MODULES SHALL NOT BE BELOW AN EMERGENCY ESCAPE AND RESCUE OPENING WITHIN 36". (CRC 324.6.2.2)

EACH BATHROOM CONTAINING A BATHTUB, SHOWER OR TUB/SHOWER COMBINATION SHALL BE MECHANICALLY VENTILATED WITH ENERGY STAR APPROVED EQUIPMENT (MINIMUM 50 CFM) WITH AN INTEGRAL HUMIDISTAT INSTALLED. (CRC R303.3.1)

ENCLOSED RAFTER SPACES SHALL HAVE A 1-INCH CLEAR GROSS VENTILATION. (PROPERLY SIZED RAFTERS FOR INSULATION) (CRC R806.3)

PROVIDE LANDINGS AND A PORCH LIGHT AT ALL EXTERIOR DOORS. LANDINGS ARE TO BE MINIMUM 3 FT DEEP X WIDTH OF DOOR. LANDINGS AT REQUIRED EGRESS DOORS MAY STEP DOWN A MAXIMUM OF 7.75 INCHES WHEN THE DOOR DOES NOT SWING OVER THE LANDING AND 1.5 INCHES WHEN DOOR SWINGS ONTO THE LANDING. OTHER THAN REQUIRED EXTERIOR EXIT DOORS MAY HAVE A THRESHOLD OF 7.75 INCHES MAXIMUM; A LANDING IS NOT REQUIRED IF A STAIR WITH TWO OR FEWER RISERS IS LOCATED ON THE EXTERIOR SIDE AND THE DOOR DOES NOT SWING OVER THE STAIRWAY. (CRC R311.3-R311.3.2)

THE FOLLOWING WINDOWS SHALL BE FULLY TEMPERED. (CRC R308.4)

- SLIDING/SWINGING GLASS DOORS

- GLAZING IN WALLS AND ENCLOSURES FACING HOT TUBS, SPAS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, BATHTUBS, SHOWERS AND SWIMMING POOLS WHERE THE GLAZING IS LESS THAN 60 INCHES ABOVE THE STANDING SURFACE WITHIN THE COMPARTMENT AND WITHIN 60 INCHES HORIZON- TALLY OF THE WATER'S EDGE (CRC R308.4.5)

- GLAZING WITHIN A 24" ARC OF A DOOR THAT IS LESS THAN 60 INCHES ABOVE THE FLOOR. SAFETY GLAZING REQUIRED ON A WALL LESS THAN 180 DEGREES FROM THE PLANE OF THE DOOR IN A CLOSED POSITION AND WITHIN 24" OF HINGE SIDE OF AN IN-SWING DOOR. (R308.4.2)

-GLAZING WHERE THE EXPOSED AREA IS GREATER THAN 45Q.FT, BOTTOM IS LESS THAN 18 IN. AND AT LEAST 36 IN. ABOVE THE FLOOR, AND ADJACENT TO A WALKING SURFACE

-WITHIN 60IN. OF THE BOTTOM TREAD OF A STAIRWAY AND LESS THAN 36IN. ABOVE THE LANDING

-GLAZING IN GUARDS AND RAILINGS

-GLAZING ADJACENT TO STAIRWAYS, LANDINGS, AND RAMPS WITHIN 36IN. HORIZONTALLY OF THE WALKING SURFACE LESS THAN 36IN. ABOVE THE WALKING SURFACE

PROVIDE FALL PROTECTION IN ACCORDANCE WITH C.R.C. SECTION R312.1 FOR THE OPERABLE WINDOWS WITH SILLS LOCATED LESS THAN 24 INCHES ABOVE FINISHED FLOOR AND GREATER THAN 72 INCHES ABOVE THE FINISHED GRADE, OR SURFACE ON THE OUTSIDE OF THE BUILDING. C.R.C. SECTION R312.2

SCOPE OF WORK:

PROPOSED 3 BEDROOM SINGLE FAMILY RESIDENCE

LOT DESCRIPTION:

LOT 1 OF PARCEL MAP 236 RM. 3-36 LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 28 EAST, MOUNT DIABLO BASE AND MERIDIAN, COUNTY OF TULARE, STATE OF CALIFORNIA

ADDRESS: 485 S DOYLE ST
PORTERVILLE, CA 93257
APN: 264-050-002

LOT AREA: 43,560 SQ. FT.
1.00 ACRES

BUILDING AREA:

PROPOSED RESIDENCE	1,960 SQ. FT.
PROPOSED COVERED PORCH/PATIO	1,225 SQ. FT.
EXISTING RESIDENCE	1,225 SQ. FT.
EXISTING COVERED CARPORT	600 SQ. FT.
EXISTING SHED TO BE REMOVED	- 336 SQ. FT.
EXISTING SHED TO BE REMOVED	- 60 SQ. FT.
TOTAL:	4,321 SQ. FT.

LOT COVERAGE:

4,321 / 43,560 = 9.9%

ZONING:

RURAL RESIDENTIAL R-A-M

TYPE OF CONSTRUCTION:

WOOD FRAME TYPE V
RESIDENCE TO BE EQUIPPED WITH FIRE SPRINKLERS

OCCUPANCY TYPE:

PROPOSED RESIDENCE GROUP R-3
EXISTING RESIDENCE GROUP R-3

FLOOD ZONE INFORMATION:

PROPERTY LOCATED IN FLOOD ZONE 'X' PER FEMA FIRM PANEL 06101C1662E DATED 6/16/2009

UTILITIES:

WATER SERVICE CITY OF PORTERVILLE
SEWER SERVICE PORTER VISTA PUBLIC UTILITIES DISTRICT

INDEX OF SHEETS

1	SITE PLAN / NOTES
2	FLOOR PLANS / NOTES
3	EXTERIOR ELEVATIONS / NOTES
4	FOUNDATION PLAN / NOTES
5	ROOF FRAMING PLAN / NOTES
6	ELECTRICAL PLAN / NOTES
7	MECHANICAL PLAN / NOTES
8	PLUMBING PLAN / NOTES
9	SECTION A / DETAILS
10	DETAILS
11	DETAILS
T-1	TITLE 24 ENERGY COMPLIANCE DOCUMENTATION
T-2	TITLE 24 ENERGY COMPLIANCE DOCUMENTATION
T-3	TITLE 24 ENERGY COMPLIANCE DOCUMENTATION

SITE PLAN NOTES:

PROVIDE GUTTERS AND DOWNSPOUTS THROUGHOUT W/ 12"x12" CONCRETE SPLASH BLOCKS. DIRECT DRAINAGE TO DRIVEWAYS OR SWALES

FINISH GRADE @ 2% MIN. AWAY FROM FOUNDATION FOR 10 L.F. MIN.

CONTRACTOR SHALL LOCATE ALL UTILITIES AND VERIFY EXISTING CONDITIONS PRIOR TO THE START OF CONSTRUCTION.

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN COMPLIANCE WITH THE FOLLOWING LATEST APPROVED CODES AS AMENDED AND ADOPTED BY THE INSPECTION AUTHORITY. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES OR OTHERS APPLICABLE TO THIS PROJECT.

- A) 2022 CALIFORNIA BUILDING CODE
- B) 2022 CALIFORNIA MECHANICAL CODE
- C) 2022 CALIFORNIA PLUMBING CODE
- D) 2022 CALIFORNIA ELECTRICAL CODE
- E) STATE OF CALIFORNIA ENERGY CONSERVATION REGULATIONS
- F) NATIONAL FIRE PROTECTION ASSOCIATION
- G) OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)
- H) ALL OTHER APPLICABLE STATE AND LOCAL CODES AND ORDINANCES



Know what's below.
Call before you dig.



Design by Kelsie

DESIGN BY KELSIE

designbykelsie@gmail.com

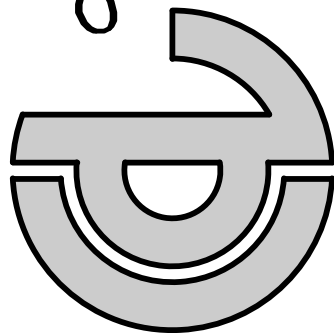
centralvalleydrafting.com

REVISIONS	BY



CAL DRAFTING SERVICES

CHRIS A. LEON
1452 N. CHERYLL AVE.
PORTERVILLE, CA 93257
(559) 361-9981
caldrafting@yahoo.com



PROPOSED RESIDENCE FOR
ARTURO GARCIA

AT:
485 S DOYLE ST
PORTERVILLE, CA 93257

SITE PLAN

DRAWN
K.R.S.
CHECKED
C.A.L.
DATE
JUNE 2024
SCALE
AS SHOWN
JOB NO.
2024-022
SHEET

1



2017-0061795

Recording Requested by and
Upon Recordation return to:

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

Recorded	REC FEE	0.00
Official Records		
County of		
Tulare		
ROLAND P. HILL		
Clerk Recorder		
	LC	
08:20AM 06-Oct-2017	Page 1 of 4	

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

IAA# 70-02

Irrevocable Agreement for annexation to the City of Porterville

This agreement is made this 28th day of August, 2016, between Laine Garcia Lemus hereinafter referred to as "Owner", and the City of Porterville, hereinafter referred to as "City".

Whereas, Owner is the owner of the real property consisting of approximately 1.02 gross acres located at 478 S DOYLE ST, Porterville, California, and is further described as follows: See attached deed restriction being further described as Assessor's Parcel Number 264050002.

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

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

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

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

Now, therefore, Owner does agree as follows:

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

3. Concurrent with connection to utilities, the State of California, on Owner's behalf, agrees to pay a fair share of annexation fees and other costs related to infrastructure as would ordinarily be charged on the annexation of property to the City, and as outlined in the fee schedule adopted by the City.
4. In addition to fees described above, the State of California, on Owner's behalf, shall pay all fees and charges and make all deposits required by City to connect to and use the Water. Those fees shall include, but not be limited to, the following:
 - LAFCo fee: (\$121 per phase, paid separately)
 - Extraterritorial Service Agreement fee (\$150 + \$0.0136 per s.f.) = \$ 754.26Said fees shall be valid for a period of one year from the date of execution of this Agreement and shall be paid prior to the issuance of a Water connection permit. Fees paid after one year of the date of execution of this Agreement shall be subject to the fee amount in effect at that time. Owner agrees to be bound by all City ordinances, rules, and regulations respecting the Water system.
5. This agreement shall be recorded.
6. Owner executes this agreement on behalf of itself, its successors and assigns, and said Agreement shall be irrevocable without the prior written consent of both parties hereto.

Executed this 28th day of August, 2016

Owner: LEMUS JAMIE GARCIA
478 DOYLE ST
PORTERVILLE CA 93257

By: Jamie Garcia Lemus

City: Julie Phillips
Julie Phillips, Community Development Manager

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

[Signature]
City Manager of the City of Porterville

[Signature]
Mayor of the City of Porterville

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of TULARE)

On Aug. 24, 2016 before me, TERESA ORTEGA, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared JAIMIE MARIN LOMUE
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Teresa Ortega
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Deed Restriction for IAA # 70-02

478 S DOYLE ST, Porterville CA 93257

APN 264050002 (as of April 29, 2016), as further identified by the legal description recorded in

Grant Deed: 2012-0018091 on, 3/27/2012.

The property is currently developed with residential structures, including 1 habitable units.

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

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

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

RESOLUTION NO. ____-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING A SECOND SERVICE FOR MUNICIPAL WATER FOR PROPERTY
LOCATED AT 478 S. DOYLE STREET**

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

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

WHEREAS: The property located at 478 S. Doyle Street (APN 264-050-002) qualified under the East Porterville Feasibility Study Project Area and an Extraterritorial Service Agreement (ESA) was processed on August 28, 2016; and

WHEREAS: The ESA included an Irrevocable Agreement for Annexation, IAA # 70-02, and a Deed Restriction, which document was recorded at the Tulare County Recorder's on October 6, 2017 as Record Number 2017-0061795; and

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

WHEREAS: The approval of an SB9 unit is a ministerial action pursuant to Gov. Code Section 65852.21, et seq.; and

WHEREAS: As the purveyor of domestic water in the area, the City of Porterville is obligated to provide a water service to said SB9 unit if requested; and

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

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

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

PASSED, APPROVED AND ADOPTED this 4th day of February, 2025.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

BY _____
Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Surplus Land and Notice of Availability for APN 260-300-034

SOURCE: Community Development

COMMENT: The City has received inquiries regarding the City-owned property located at Springville and Jaye Street (APN 260-300-034). The property, which is approximately 4.47 acres, and zoned CR (Retail Centers) is undeveloped vacant land and there are currently no plans for its development. Under Government Code Section 54220 *et seq.*, in order to make this property available for sale, the Surplus Land Act (SLA) requires all public agencies to declare said property as "surplus land," which is defined as land owned by a local agency that is determined to be no longer necessary for the agency's use and to prioritize affordable housing as well as parks and open space when disposing of surplus land. As the City has not currently identified a project that is deemed necessary for the City's use and wishes to see the property developed, it is appropriate to surplus the land.

The Subject Property does not qualify as exempt under the SLA. The Subject Property is, therefore, considered to be non-exempt surplus land, as defined by the Government Code Section 54220 *et seq.* and it is recommended that the City Council, as the legislative body of the City, adopt a Resolution making this finding. Upon determination that the Subject Property is non-exempt surplus land, the procedures set forth in the SLA must be followed. Procedures applicable to surplus land require the City to issue a written notice of availability of the Subject Property to the California Department of Housing and Community Development (HCD) and certain entities, for a period of 60 days, as follows:

- For the purposes of developing low- and moderate-income housing, a written notice of availability of surplus land must be sent to any "local public entity" as defined in Health and Safety Code Section 50079 within whose jurisdiction the surplus land is located, such as the Housing Authority of Tulare County and to "Housing Sponsors" that have notified HCD of their interest in surplus land.
- For open space purposes, a written notice of availability of surplus land must be sent to any park or recreation department of any city and county within which the surplus land is located, such as the Tulare County Park & Recreation Department, any

regional park authority having jurisdiction within the area in which the surplus land is located, and to the Natural Resources Agency or any agency that may succeed to its powers.

- For the purpose of use by a school district for school facilities construction or open space purposes, a written notice of availability of the surplus land must be sent to any school district that has jurisdiction where the surplus land is located, such as the Porterville Unified and Burton School Districts.

If the City receives a letter of interest from any of the above entities, the City will enter into concurrent good-faith negotiations with all such entities for a period of 90 days. If terms cannot be agreed upon after 90 days (or if no entity gives notice of interest), the City may proceed with the disposition of the Subject Property. However, any residential development on the Subject Property that contains 10 or more units must restrict 15 percent of the units for affordable housing. Any agreement for the sale of the Subject Property would be brought before the City Council for consideration.

RECOMMENDATION:

That the City Council:

1. Adopt a draft resolution declaring the approximately 4.47 acre parcel of City-owned property, APN 260-300-034, as non-exempt surplus property as defined in Government Code Section 54220 et seq.; and
2. Authorize the City Manager or designee to take any actions and execute any documents necessary to ensure compliance with the Surplus Land Act and State regulations relating thereto.

ATTACHMENTS:

1. Draft Resolution
2. Description of Property (Exhibit A to Resolution)
3. Draft Notice of Availability (Exhibit B to Resolution)
4. Locator Map 260-300-034

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 DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT REAL PROPERTY APN 260-300-034 OWNED BY THE CITY IS SURPLUS LAND AND NOT NECESSARY FOR THE CITY'S USE, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TAKING RELATED ACTIONS

WHEREAS, the City of Porterville ("City") is the owner in fee simple of that certain real property APN 260-300-034 and described in Exhibit "A," attached hereto and made a part hereof ("Property"); and

WHEREAS, under the Surplus Property Land Act, Government Code Sections 54220-54233 ("Act"), surplus land is land owned in fee simple by the City for which the City Council takes formal action in a regular public meeting declaring the land is surplus and not necessary for the City's use. The land must be declared either surplus land or exempt surplus land; and

WHEREAS, under the Act, land is necessary for the City's use if the land is being used, or is planned to be used pursuant to a written plan adopted by the City Council, for City work or operations; and

WHEREAS, the Property is approximately 4.47 acres in size, located on the south side of Springville Drive, east of Jaye Street and is currently vacant and not being used by the City; and

WHEREAS, City staff has evaluated the Property for its potential to be used for City work or operations; and

WHEREAS, City staff has determined that the Property is not suitable for the City's use; and

WHEREAS, the City Council desires to declare that the Property is surplus land and not necessary for the City's use; and

WHEREAS, the Act requires that before the City Council disposes of the Property or engages in negotiations to dispose of the Property, the City shall send a written notice of availability of the Property to certain designated entities.

NOW, THEREFORE, the City Council hereby resolves as follows:

SECTION 1. The above recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. The City Council hereby declares that the Property is surplus land and not necessary for the City's use. The basis for this declaration is that the property is vacant and in a Commercial Retail (CR) zone, which is not conducive to City operations, and is not currently identified in any Capital Project Improvement Plans.

SECTION 3. The City Clerk is hereby directed to send a notice of availability, substantially in the form attached hereto as Exhibit "B" and made a part of hereof, to the entities designated in Government Code Section 54222 ("Designated Entities") by electronic mail or by certified mail.

SECTION 4. The officers and staff of the City are hereby authorized, jointly and severally, to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed. Such actions include negotiating in good faith in accordance with the requirements of the Act with any of the Designated Entities that submit a written notice of interest to purchase or lease the Property in compliance with the Act.

PASSED, APPROVED AND ADOPTED this 4th day of February, 2025.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

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

EXHIBIT "A"
DESCRIPTION OF PROPERTY

The land in the City of Porterville, County of Tulare, State of California, and is described as follows:

APN: 260-300-034

Parcel 2 and Parcel 4 of Parcel Map No. 4996, in the City of Porterville, County of Tulare, recorded in Book 51 of Parcel Maps at Page 2, Tulare County Records, according to the map thereof.

EXCEPTING THEREFROM the South 66.00 feet of the East 76.00 feet of said Parcel 4;

Containing 194,874 square feet, more or less.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO RESOLUTION NO. 635, LOT LINE ADJUSTMENT 2022-005, RECORDED MARCH 20, 2023 AS DOCUMENT NUMBER 2023-0012684 OF OFFICIAL RECORDS.

EXHIBIT "B"
NOTICE OF AVAILABILITY

EXHIBIT "A"
DESCRIPTION OF PROPERTY

The land in the City of Porterville, County of Tulare, State of California, and is described as follows:
APN: 260-300-034

Parcel 2 and Parcel 4 of Parcel Map No. 4996, in the City of Porterville, County of Tulare, recorded in Book 51 of Parcel Maps at Page 2, Tulare County Records, according to the map thereof.

EXCEPTING THEREFROM the South 66.00 feet of the East 76.00 feet of said Parcel 4;

Containing 194,874 square feet, more or less.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO RESOLUTION NO. 635, LOT LINE ADJUSTMENT 2022-005, RECORDED MARCH 20, 2023 AS DOCUMENT NUMBER 2023-0012684 OF OFFICIAL RECORDS.

February 5, 2025

To All Interested Parties:

RE: Notice of Availability/Offer to Sell Surplus Property

As required by Government Code Section 54220 of the State of California, the City of Porterville is providing notification that the City intends to **sell** the surplus property listed in the accompanying table.

In accordance with Government Code Section 54222, you have sixty (60) days from the date this offer was sent via certified mail or electronic mail to notify the City of your interest in acquiring the property. However, this offer shall not obligate the City to sell the property to you. Instead, the City would enter into at least ninety (90) days of negotiations with you pursuant to Government Code Section 54223. If no agreement is reached on sales price and terms, or lease terms, the City may market the property to the general public.

As required by Government Code Section 54227, if the City receives more than one letter of interest during this 60 day period, it will give first priority to entities proposing to develop housing where at least 25 percent of the units will be affordable to lower income households. If more than one such proposal is received, priority will be given to the proposal with the greatest number of affordable units. If more than one proposal specifies the same number of affordable units, priority will be given to the proposal that has the lowest average affordability level.

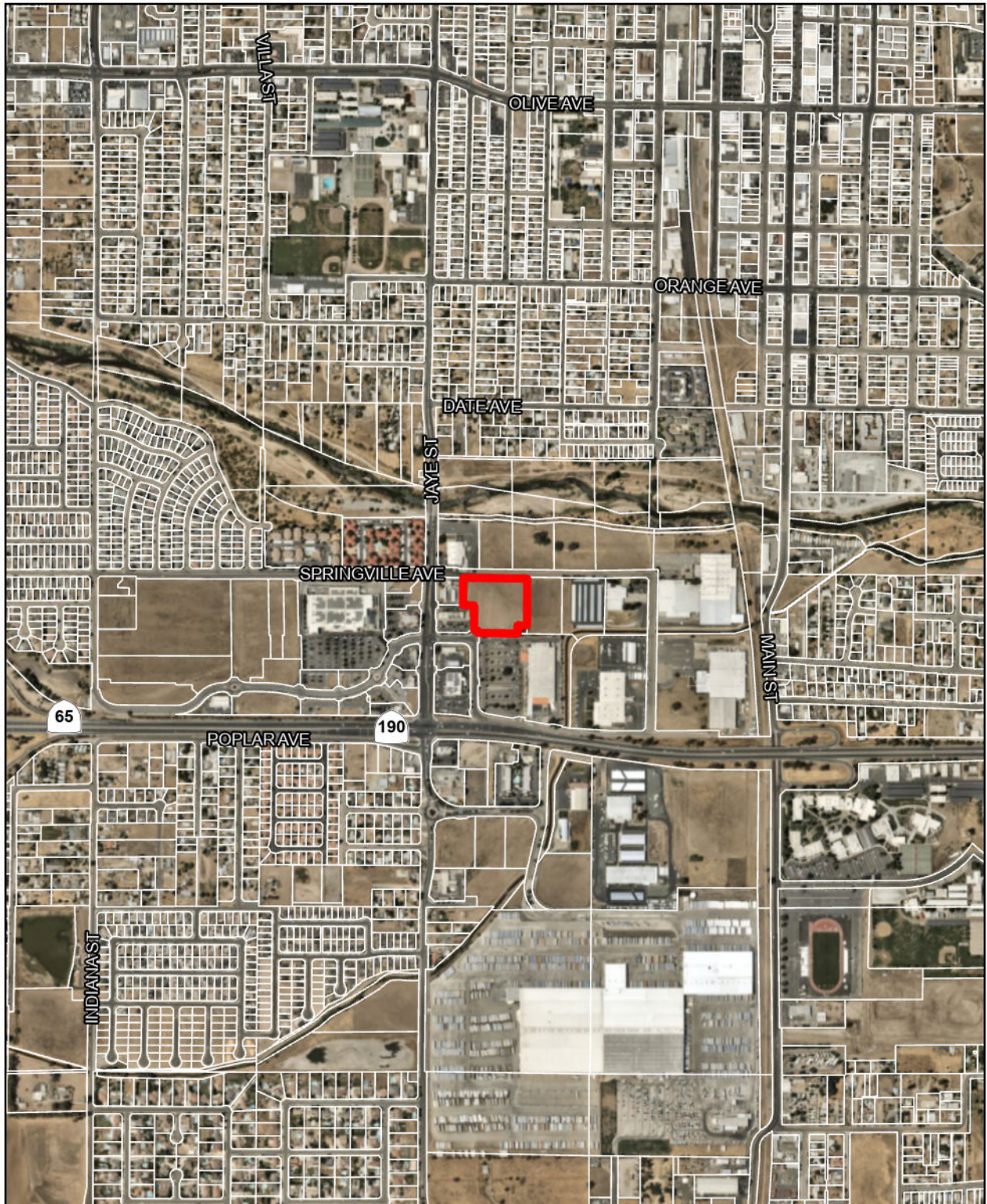
In the event your agency or company is interested in purchasing the property, you must notify the City in writing within sixty (60) days of the date this notice was sent via certified mail or electronic mail. Notice of your interest in acquiring the property shall be delivered to Claudia Calderon, Community Development Director, at 291 North Main Street, Porterville CA 93257. You may also direct your questions to ccalderon@ci.porterville.ca.us or by calling (559)782-7460.

Entities proposing to submit a letter of interest are advised to review the requirements set forth in the Surplus Land Act (Government Code Section 54220-54234).

[illegible]

Locator Map

APN 260-300-034



 Subject Property

1 in = 1,200 feet



Date Printed: 1/24/2025 by the Community Development Department



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Financial Status Reports

SOURCE: Finance

COMMENT: The City Charter requires financial reports to be provided to the City Council on a monthly basis. Council Minute Order No. 10-011607 approved the recommended change in the submittal of the interim financial status reports and established the requirements and parameters in the presentation of the reports.

In accordance with Council Minute Order No. 10-011607, the financial status reports for the quarter ending December 31, 2024, are submitted.

RECOMMENDATION: That the City Council accept the Financial Status Reports as presented.

ATTACHMENTS: 1. Quarterly Financial Status Reports - December 31, 2024

Appropriated/Funded:

Review By:

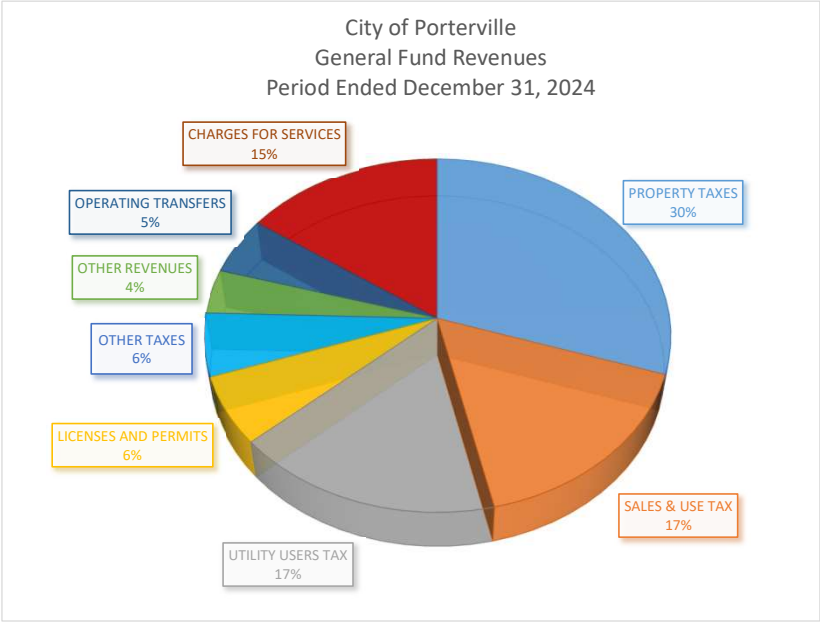
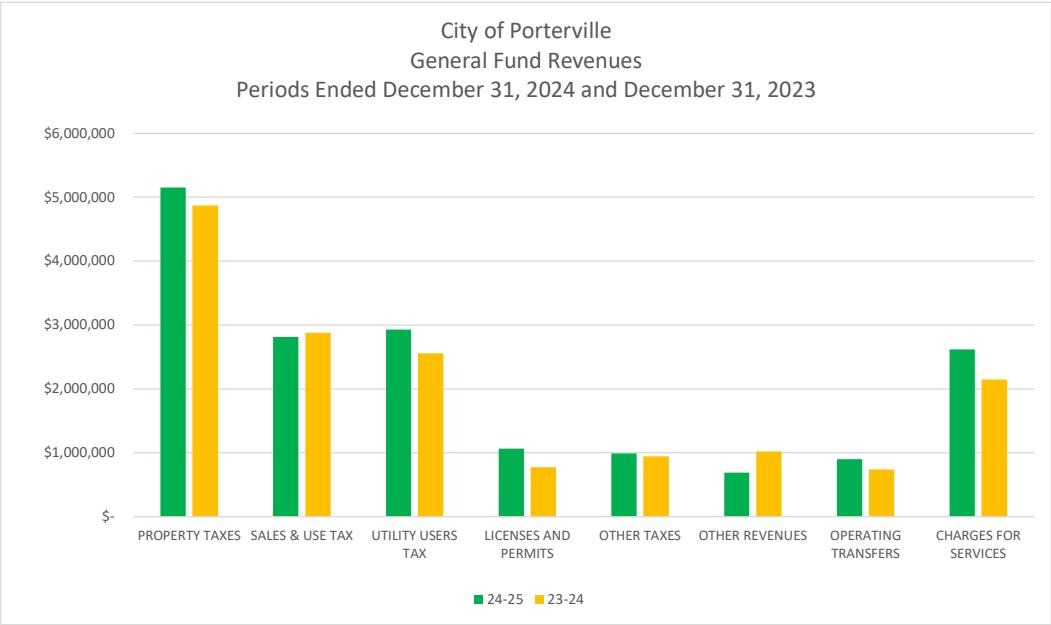
Department Director:
Janie Rodriguez, Finance Director

Final Approver: Jason Ridenour, Interim City Manager

CITY OF PORTERVILLE

**REVENUE STATUS REPORT - GENERAL FUND
FOR THE PERIODS ENDED
DECEMBER 31, 2024 AND DECEMBER 31, 2023**

REVENUE SOURCE	2024-2025 ESTIMATED REVENUE	2024-2025 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2023-2024 ESTIMATED REVENUE	2023-2024 YEAR-TO-DATE REVENUE	% OF ESTIMATE
PROPERTY TAXES	\$ 9,395,000	\$ 5,152,942	54.85%	\$ 8,970,000	\$ 4,873,529	54.33%
OTHER TAXES:						
SALES AND USE TAX	8,301,435	2,642,175	31.83%	8,390,000	2,709,741	32.30%
UTILITY USERS TAX	5,250,000	2,929,648	55.80%	5,700,000	2,558,711	44.89%
TRANSIENT OCCUPANCY TAX	800,000	217,255	27.16%	785,000	210,133	26.77%
PROPERTY TRANSFER TAX	100,000	65,814	65.81%	100,000	35,728	35.73%
FRANCHISE TAX	1,861,134	537,373	28.87%	1,841,134	544,863	29.59%
SALES TAX - PUBLIC SAFETY	400,000	168,425	42.11%	400,000	170,910	42.73%
PAYMENT IN LIEU OF TAXES	676,084	169,021	25.00%	676,084	156,513	23.15%
LICENSES AND PERMITS:						
BUSINESS AND OTHER LICENSES	1,071,000	579,235	54.08%	1,055,000	432,851	41.03%
CONSTRUCTION PERMITS	665,000	488,698	73.49%	655,000	344,455	52.59%
REVENUE FROM AGENCIES-TAXES:						
VEHICLE LICENSE FEES	77,000	-	-	65,000	-	-
OTHER TAXES	21,000	-	-	21,000	-	-
REVENUE FROM AGENCIES-GRANTS	14,796,307	67,133	0.45%	13,646,311	44,825	0.33%
USE OF MONEY AND PROPERTY	850,065	520,485	61.23%	622,920	568,062	91.19%
FINES AND FORFEITURES	22,000	10,280	46.73%	24,500	9,037	36.89%
CHARGES FOR SERVICES:						
PLANNING AND ENGINEERING	122,000	105,429	86.42%	123,000	47,642	38.73%
POLICE	578,500	290,252	50.17%	505,000	253,779	50.25%
FIRE	117,000	136,803	116.93%	66,500	134,483	202.23%
LIBRARY	18,000	7,825	43.47%	12,000	9,619	80.16%
RECREATIONAL	317,900	145,956	45.91%	300,521	273,766	91.10%
INTERDEPARTMENTAL	2,800,000	1,886,596	67.38%	2,500,000	1,391,341	55.65%
OTHER	79,454	44,227	55.66%	77,454	37,262	48.11%
OTHER REVENUES	164,000	91,713	55.92%	153,000	395,797	258.69%
SUBTOTALS	\$ 48,482,879	\$ 16,257,285	33.53%	\$ 46,689,424	\$ 15,203,048	32.56%
OPERATING TRANSFERS	1,424,948	638,854	44.83%	1,404,053	638,677	45.49%
DEBT SERVICE TRANSFERS	195,500	129,197	66.09%	195,300	99,026	50.70%
TOTALS	\$ 50,103,327	\$ 17,025,336	33.98%	\$ 48,288,777	\$ 15,940,750	33.01%

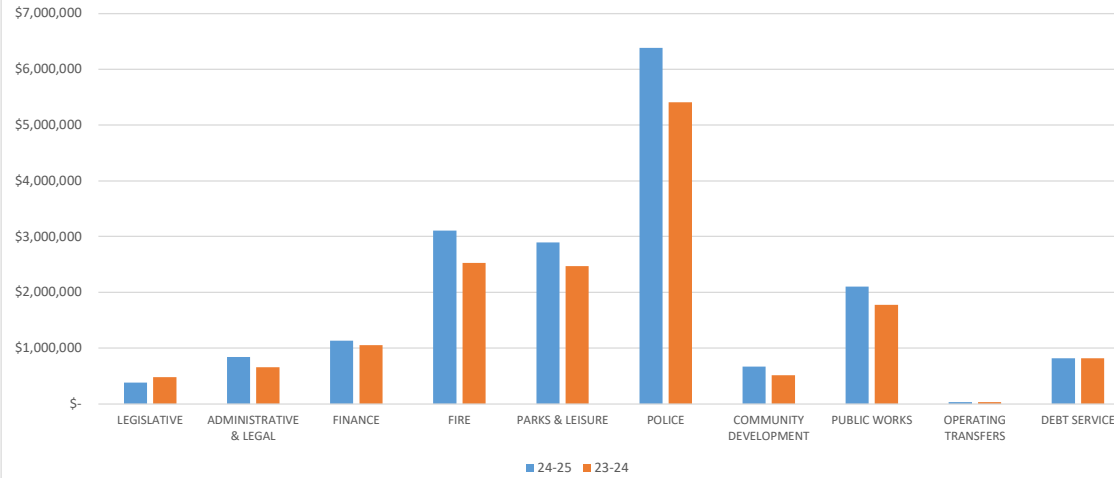


CITY OF PORTERVILLE

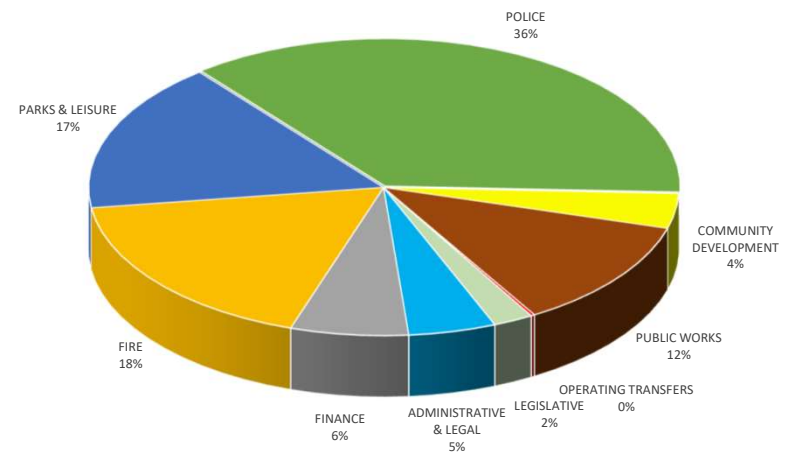
**EXPENDITURE STATUS REPORT - GENERAL FUND
FOR THE PERIODS ENDED
December 31, 2024 AND December 31, 2023**

	2024-2025 AMENDED APPROP	2024-2025 YEAR-TO-DATE EXPEND	% OF APPROP	2023-2024 AMENDED APPROP	2023-2024 YEAR-TO-DATE EXPEND	% OF APPROP
LEGISLATIVE:						
CITY COUNCIL	\$ 264,700	\$ 37,284	14.1%	\$ 288,950	\$ 55,156	19.1%
COMMUNITY PROMOTION	385,202	124,991	32.4%	344,333	192,360	55.9%
EMERGENCY - LIBRARY	208,900	88,191	42.2%	633,283	83,877	13.2%
EMERGENCY - STORMS	311,000	133,840	43.0%	135,700	147,992	109.1%
ADMINISTRATIVE & LEGAL:						
CITY MANAGER	634,447	299,568	47.2%	487,770	256,114	52.5%
CITY CLERK	372,377	216,055	58.0%	328,130	157,316	47.9%
HUMAN RESOURCES	588,147	287,480	48.9%	458,284	207,987	45.4%
CITY ATTORNEY	200,000	36,658	18.3%	200,000	33,552	16.8%
FINANCE:						
FINANCE & ACCOUNTING	1,500,148	646,639	43.1%	1,340,386	588,246	43.9%
INFORMATION SERVICES	737,576	343,409	46.6%	678,928	294,203	43.3%
ADMINISTRATIVE SERVICES	378,608	142,350	37.6%	376,694	170,921	45.4%
POLICE PROTECTION	12,721,613	6,385,864	50.2%	12,166,426	5,405,411	44.4%
FIRE PROTECTION	5,826,797	3,107,283	53.3%	5,035,134	2,523,963	50.1%
COMMUNITY DEVELOPMENT:						
PLANNING & ZONING	893,020	387,783	43.4%	808,063	307,118	38.0%
ECONOMIC DEVELOPMENT	538,550	282,808	52.5%	528,208	208,151	39.4%
PUBLIC WORKS:						
ENGINEERING & BUILDING	2,089,961	1,276,016	61.1%	1,985,770	982,530	49.5%
STREET MAINTENANCE	681,093	311,129	45.7%	665,102	305,708	46.0%
SIGNALS, SIGNING & STRIPING	417,045	186,789	44.8%	391,661	122,017	31.2%
STREET LIGHTING	663,055	295,230	44.5%	637,951	292,827	45.9%
STORM DRAINS	-	-	-	95,474	41,341	43.3%
PARKING LOTS	88,955	37,955	42.7%	86,951	33,124	38.1%
PARKS & LEISURE:						
PARK MAINTENANCE & OPERATION	2,899,133	1,580,071	54.5%	2,789,869	1,359,717	48.7%
STREET TREES & PARKWAYS	261,903	157,952	60.3%	304,479	97,752	32.1%
LEISURE SERVICES	447,120	221,534	49.5%	440,937	183,171	41.5%
LEISURE SERVICES - SPECIAL PROG	468,168	267,893	57.2%	449,336	340,470	75.8%
SWIMMING POOL	264,132	138,229	52.3%	258,832	140,795	54.4%
LIBRARY OPERATIONS	877,962	356,931	40.7%	873,445	338,297	38.7%
HOMELESS ENCAMPMENTS	304,664	148,164	48.6%	-	-	-
SPECIAL PROJECTS	55,570	20,708	37.3%	37,955	9,780	25.8%
SUB TOTALS	35,079,846	17,518,805	49.9%	32,828,051	14,879,896	45.3%
OPERATING TRANSFERS	200,000	34,500	17.3%	79,000	34,500	43.7%
DEBT SERVICE	1,629,657	816,899	50.1%	1,626,622	817,314	50.2%
	<u>\$ 36,909,503</u>	<u>\$ 18,370,204</u>	49.8%	<u>\$ 34,533,673</u>	<u>\$ 15,731,710</u>	45.6%

City of Porterville
General Fund Expenditures
Periods Ended December 31, 2024 and December 31, 2023



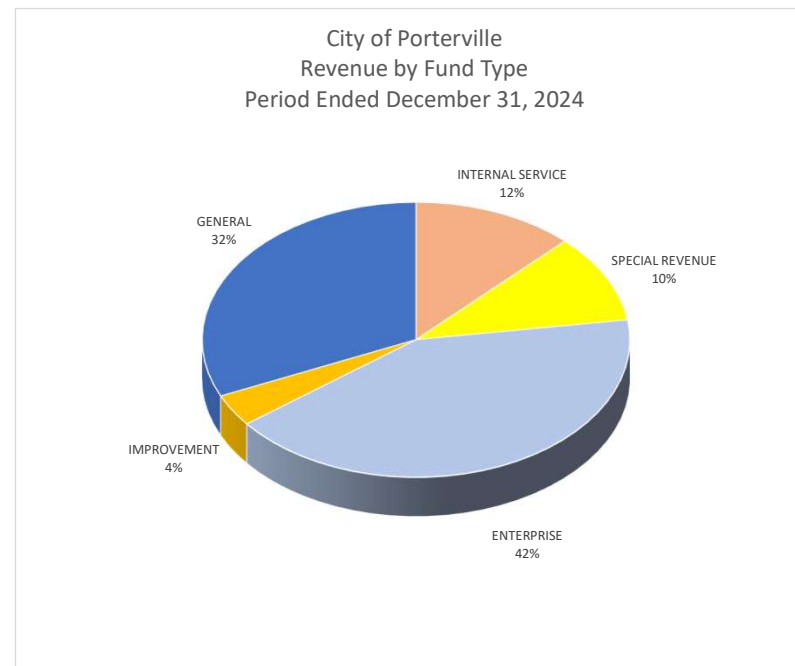
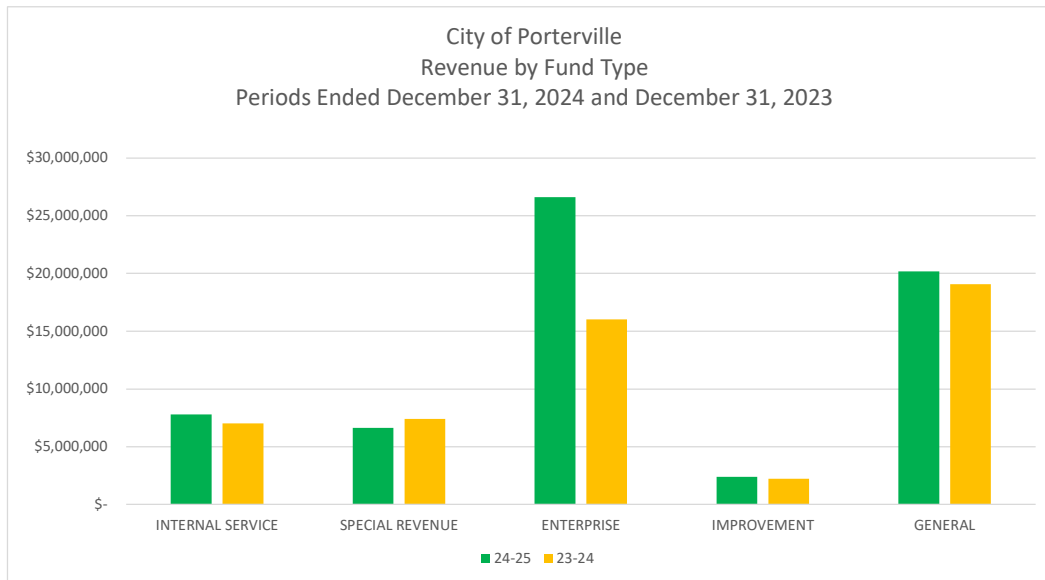
City of Porterville
General Fund Expenditures
Period Ended December 31, 2024



CITY OF PORTERVILLE

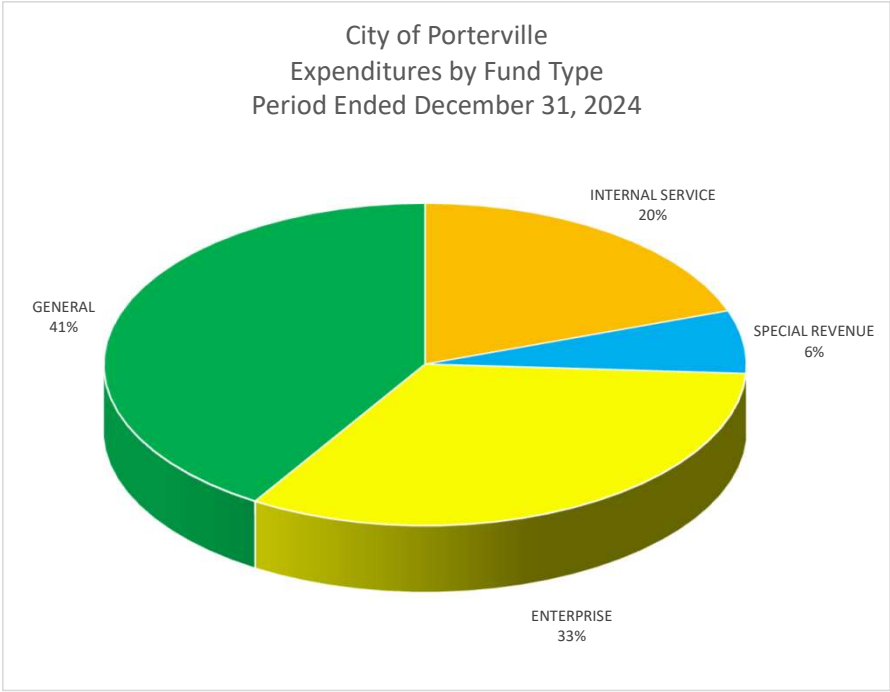
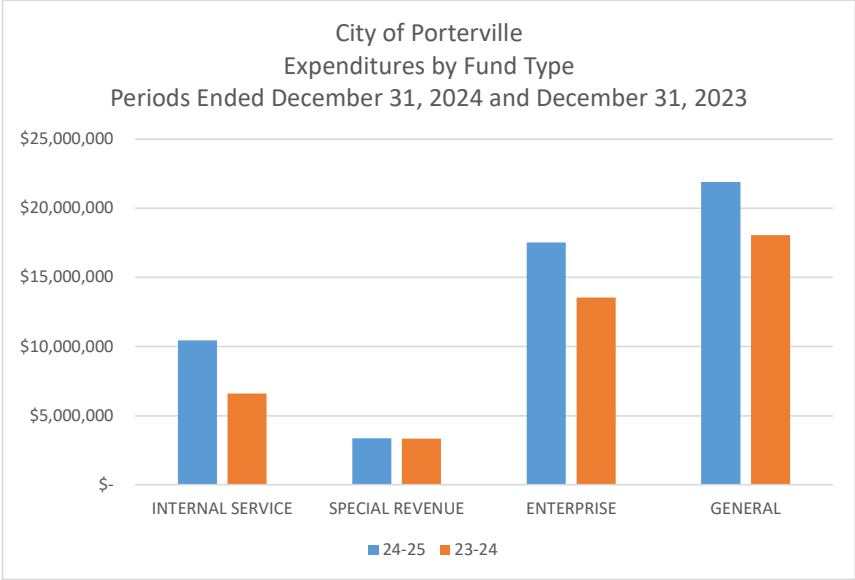
**REVENUE STATUS REPORT - ALL OTHER FUNDS
FOR THE PERIODS ENDED
DECEMBER 31, 2024 AND DECEMBER 31, 2023**

REVENUE SOURCE	2024-2025 ESTIMATED REVENUE	2024-2025 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2023-2024 ESTIMATED REVENUE	2023-2024 YEAR-TO-DATE REVENUE	% OF ESTIMATE
MEASURE H SALES TAX	\$ 5,625,683	\$ 1,941,313	34.5%	\$ 5,485,500	\$ 1,896,308	34.6%
MEASURE I SALES TAX	11,387,913	3,936,458	34.6%	10,974,000	3,870,701	35.3%
AMERICAN RESCUE PLAN ACT	8,457,167	680,768	8.0%	8,308,913	1,519,433	18.3%
SPECIAL GAS TAX	5,298,534	2,005,224	37.8%	4,704,338	2,173,320	46.2%
LOCAL TRANSPORTATION FUNDS (LTF)	49,641,951	778,174	1.6%	27,290,500	901,904	3.3%
TRAFFIC SAFETY FUND	80,800	32,494	40.2%	101,000	40,143	39.7%
ZALUD ESTATE	6,600	3,047	46.2%	6,800	1,751	25.8%
COMMUNITY DEVELOPMENT BLOCK GRANT	3,559,140	85,063	2.4%	3,170,500	61,287	1.9%
TRANSIT	12,538,184	4,599,523	36.7%	-	-	-
SPECIAL SAFETY GRANTS	906,138	571,072	63.0%	906,071	395,786	43.7%
SEWER OPERATING	8,447,800	6,396,806	75.7%	7,444,900	3,861,457	51.9%
REFUSE REMOVAL	9,296,448	5,513,115	59.3%	6,991,600	3,504,904	50.1%
AIRPORT OPERATIONS	1,747,174	1,947,074	111.4%	1,708,810	964,380	56.4%
GOLF COURSE	295,600	118,237	40.0%	250,600	169,500	67.6%
WATER OPERATING	13,539,500	8,039,124	59.4%	13,645,000	7,516,750	55.1%
RISK MANAGEMENT	9,450,200	4,828,311	51.1%	9,159,250	4,517,487	49.3%
EQUIPMENT MAINTENANCE	4,765,000	2,983,270	62.6%	4,739,200	2,490,977	52.6%
LANDSCAPE MAINTENANCE DISTRICT	186,000	95,578	51.4%	177,000	94,794	53.6%
WATER REPLACEMENT	4,245,000	752,144	17.7%	4,012,000	767,733	19.1%
SOLID WASTE RESERVE	985,000	611,014	62.0%	961,168	521,113	54.2%
SEWER REVOLVING	584,000	297,328	50.9%	433,000	313,047	72.3%
TRANSPORTATION DEVELOPMENT	170,000	205,853	121.1%	210,000	105,999	50.5%
PARK DEVELOPMENT	50,100	55,460	110.7%	50,100	25,093	50.1%
TREATMENT PLANT RESERVE	980,000	738,368	75.3%	1,010,870	613,965	60.7%
STORM DRAIN DEVELOPMENT	240,000	181,298	75.5%	230,000	179,864	78.2%
BUILDING CONSTRUCTION	2,500	2,731	109.2%	2,000	2,467	123.4%
TOTALS	\$ 152,486,432	\$ 47,398,847	31.1%	\$ 111,973,120	\$ 36,510,163	32.6%



CITY OF PORTERVILLE
EXPENDITURE STATUS REPORT - ALL OTHER FUNDS
FOR THE PERIODS ENDED
December 31, 2024 AND December 31, 2023

	2024-2025 AMENDED APPROP	2024-2025 YEAR-TO-DATE EXPEND	% OF APPROP	2023-2024 AMENDED APPROP	2023-2024 YEAR-TO-DATE EXPEND	% OF ACTUAL
MEASURE H SALES TAX	\$ 5,423,690	\$ 2,607,646	48.1%	\$ 4,972,164	\$ 2,304,124	46.3%
MEASURE I SALES TAX	9,853,312	4,388,465	44.5%	8,353,246	3,175,236	38.0%
AMERICAN RESCUE PLAN ACT	737,167	63,563	8.6%	996,454	371,573	37.3%
ZALUD ESTATE	41,598	22,699	54.6%	39,480	18,748	47.5%
COMMUNITY DEVELOPMENT BLOCK GRANT	171,600	55,691	32.5%	451,464	81,669	18.1%
TRANSIT	6,360,432	3,308,728	52.0%	-	-	-
SPECIAL SAFETY GRANTS	940,418	526,077	55.9%	1,039,625	491,097	47.2%
SEWER OPERATING	6,675,085	3,389,855	50.8%	6,299,829	3,138,747	49.8%
REFUSE REMOVAL	7,980,817	4,129,426	51.7%	7,427,270	3,488,662	47.0%
AIRPORT	1,744,414	1,372,406	78.7%	1,604,969	775,824	48.3%
GOLF COURSE	579,801	311,515	53.7%	562,003	303,017	53.9%
WATER OPERATING	11,235,872	4,996,877	44.5%	12,284,741	5,817,683	47.4%
RISK MANAGEMENT	10,661,884	8,125,014	76.2%	9,665,230	4,503,034	46.6%
EQUIPMENT MAINTENANCE	4,825,530	2,319,954	48.1%	4,751,272	2,094,473	44.1%
LANDSCAPE MAINTENANCE DISTRICT	235,903	109,705	46.5%	239,870	94,712	39.5%
TOTALS	\$ <u>67,467,523</u>	\$ <u>35,727,621</u>	53.0%	\$ <u>58,687,617</u>	\$ <u>26,658,599</u>	45.4%



CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE H
For the Periods Ended December 31, 2024 and December 31, 2023

	<u>FY 2024-25</u>	<u>FY 2023-24</u>
REVENUES		
Sales Tax - Measure H	\$ 1,794,543	1,770,620
Interest	68,522	56,971
Police Services	1,983	1,672
Police Cost Recoveries	76,265	67,045
TOTAL REVENUES	<u>1,941,313</u>	<u>1,896,308</u>
EXPENDITURES		
Police Department	1,022,448	913,212
Fire Department	1,192,725	996,271
Public Safety Station	124,219	120,525
Library & Literacy	260,758	274,116
TOTAL EXPENDITURES	<u>2,600,150</u>	<u>2,304,124</u>
CAPITAL PROJECTS		
Fire Department Classroom/Training	<u>51,082</u>	<u>110,168</u>
TOTAL CAPITAL PROJECTS	<u>51,082</u>	<u>110,168</u>
REVENUE OVER/(UNDER) EXPENDITURES	\$ <u><u>(709,919)</u></u>	\$ <u><u>(517,984)</u></u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE I
For the Periods Ended December 31, 2024 and December 31, 2023

	<u>FY 2024-25</u>	<u>FY 2023-24</u>
REVENUES		
Sales Tax - Measure I	\$ 3,600,232	\$ 3,543,960
Sales Tax - Measure R	5,185	57,204
Interest	253,903	268,744
Police Services	3,545	793
Police Cost Recoveries	73,593	-
TOTAL REVENUES	<u>3,936,458</u>	<u>3,870,701</u>
EXPENDITURES		
Police Department	2,917,745	1,990,521
Fire Department	1,381,071	1,123,326
Streets Program	42,121	40,022
Litter Abatement Program	47,528	21,367
TOTAL EXPENDITURES	<u>4,388,465</u>	<u>3,175,236</u>
CAPITAL PROJECTS		
AC Pavement Repair/Overlay	986	185,549
Fire Dept Training Grounds Dev	-	414,530
Fire Station Remodel/Additions	-	131,601
Morton Ave Reconstruction	28,850	44,822
Villa St Reconstruction - Olive to Henderson	3,373,206	17,990
TOTAL CAPITAL PROJECTS	<u>3,403,042</u>	<u>794,492</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ (3,855,049)</u>	<u>\$ (99,027)</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS
For the Periods Ended December 31, 2024 and December 31, 2023

<u>FUND</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>12/31/2024 NET OPERATING PROFIT (LOSS)</u>	<u>12/31/2023 NET OPERATING PROFIT (LOSS)</u>
Zalud Estate	\$ 3,047	\$ (22,699)	\$ (19,652)	\$ (7,800)
Transit	\$ 4,599,523	\$ (3,314,377)	\$ 1,285,146	\$ -
Sewer Operating	\$ 6,396,806	\$ (3,389,855)	\$ 3,006,951	\$ 722,711
Solid Waste	\$ 5,513,115	\$ (4,129,426)	\$ 1,383,688	\$ 16,242
Airport	\$ 1,947,074	\$ (1,372,406)	\$ 574,668	\$ 188,556
Golf	\$ 118,237	\$ (311,515)	\$ (193,278)	\$ (133,517)
Water Operating	\$ 8,039,124	\$ (4,996,877)	\$ 3,042,247	\$ 1,699,067



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Quarterly Investment Portfolio

SOURCE: Finance

COMMENT: This report reflects the investment portfolio of the City as of December 31, 2024, and is in compliance with California Government Section 27000, etc., Section 53600, etc. and the City of Porterville's Statement of Investment Policy. Investments are selected based on the statutory objectives of safety, liquidity, and yield.

Items identified in the summary include portfolio composition, weighted average rate of earnings, weighted average days to maturity, and the percentage of liquid holdings.

RECOMMENDATION: That the City Council accept the Quarterly Investment Portfolio Summary Report.

ATTACHMENTS: 1. Investment Portfolio Summary - December 31, 2024

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Jason Ridenour, Interim City Manager

CITY OF PORTERVILLE
PORTFOLIO SUMMARY AS OF DECEMBER 31, 2024

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1006	LOCAL AGENCY INVESTMENT FUND \$	9,519,515	\$ 9,484,446	4.620%	DAILY	DAILY	1
1104	CSJVRMA INVESTMENT FUND	7,598,213	7,669,922	2.140%	DAILY	DAILY	30
866	TULARE COUNTY INVESTMENT POOL	10,346,120	10,346,120	3.770%	DAILY	DAILY	30
CA-01-0026	CALIFORNIA CLASS	15,395,312	15,395,312	4.533%	DAILY	DAILY	1
	CORNERSTONE MAIN PARTNERS, L.P.	2,778,511	2,778,511	2.400%	12/12/2018	11/30/2038	5,082
3130AQRM7	FEDERAL HOME LOAN BANKS	1,000,000	995,770	1.550%	2/25/2022	2/25/2025	56
3130ARQ95	FEDERAL HOME LOAN BANKS	1,000,000	995,740	3.030%	4/29/2022	4/28/2025	118
3130AS2Q1	FEDERAL HOME LOAN BANKS	1,000,000	995,410	3.150%	5/23/2022	5/23/2025	143
3134GXUC6	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	995,840	3.400%	5/27/2022	5/23/2025	143
3134GXF66	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	998,290	4.000%	8/1/2022	8/1/2025	213
3130ASU98	FEDERAL HOME LOAN BANKS, STEP-UF	1,000,000	997,750	4.000%	8/25/2022	8/25/2025	237
3130AQJJ3	FEDERAL HOME LOAN BANKS	1,000,000	973,830	1.250%	1/26/2022	1/26/2026	391
3130AKXB7	FEDERAL HOME LOAN BANKS	2,000,000	1,920,120	0.580%	3/18/2021	2/11/2026	407
3130ALGJ7	FEDERAL HOME LOAN BANKS	975,000	936,302	1.000%	3/23/2021	3/23/2026	447
3133EMUK6	FEDERAL FARM CREDIT BANKS	1,000,000	958,500	1.050%	3/25/2021	3/25/2026	449
3130ALS62	FEDERAL HOME LOAN BANKS, STEPUP	1,000,000	967,430	0.750%	3/30/2021	3/30/2026	454
3130AM3R1	FEDERAL HOME LOAN BANKS	1,000,000	957,650	1.000%	4/29/2021	4/29/2026	484
3134GXXF6	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	985,460	3.500%	6/28/2022	6/26/2026	542
3130ASD71	FEDERAL HOME LOAN BANKS	1,000,000	984,320	3.200%	6/29/2022	6/29/2026	545
3130ANM64	FEDERAL HOME LOAN BANKS	1,000,000	947,720	1.000%	8/26/2021	8/26/2026	603
3130ANUN8	FEDERAL HOME LOAN BANKS	2,000,000	1,892,260	1.040%	9/21/2021	9/21/2026	629
3130ANUX6	FEDERAL HOME LOAN BANKS	1,000,000	946,550	1.100%	9/28/2021	9/28/2026	636
3130APCH6	FEDERAL HOME LOAN BANKS	1,000,000	946,880	1.125%	9/29/2021	9/29/2026	637
3130APDK8	FEDERAL HOME LOAN BANKS	1,000,000	946,410	1.100%	9/30/2021	9/30/2026	638
3130B2VY8	FEDERAL HOME LOAN BANKS	1,000,000	996,150	4.270%	9/25/2024	10/1/2026	639
3134HAUD3	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	998,120	4.600%	10/24/2024	10/23/2026	661
3130APCX1	FEDERAL HOME LOAN BANKS	1,000,000	946,580	1.250%	10/26/2021	10/26/2026	664
3130APDQ5	FEDERAL HOME LOAN BANKS	1,000,000	946,400	1.250%	10/28/2021	10/28/2026	666
3130APG82	FEDERAL HOME LOAN BANKS	1,000,000	958,410	0.850%	11/2/2021	10/28/2026	666
3130APTJ4	FEDERAL HOME LOAN BANKS	1,000,000	942,740	1.250%	11/24/2021	11/24/2026	693
3130APU37	FEDERAL HOME LOAN BANKS	1,000,000	944,660	1.300%	11/24/2021	11/24/2026	693
3130AQ7F4	FEDERAL HOME LOAN BANKS	1,500,000	1,421,295	1.600%	12/30/2021	12/30/2026	729
3130AQ5Q2	FEDERAL HOME LOAN BANKS	2,000,000	1,891,280	1.500%	12/30/2021	12/30/2026	729
3133ENNG1	FEDERAL FARM CREDIT BANKS	2,000,000	1,902,400	1.860%	2/8/2022	2/8/2027	769
3130AQRH8	FEDERAL HOME LOAN BANKS	1,000,000	952,300	2.000%	2/25/2022	2/25/2027	786
3130ARA76	FEDERAL HOME LOAN BANKS	2,000,000	1,907,860	2.250%	3/30/2022	3/30/2027	819
3130ARU74	FEDERAL HOME LOAN BANKS	1,000,000	976,460	3.375%	5/17/2022	5/17/2027	867
3130ARUX7	FEDERAL HOME LOAN BANKS	1,000,000	985,090	3.750%	5/19/2022	5/19/2027	869
3130ASD63	FEDERAL HOME LOAN BANKS	1,000,000	974,960	3.250%	6/28/2022	6/28/2027	909
3130ASFQ7	FEDERAL HOME LOAN BANKS	1,000,000	988,740	4.000%	6/29/2022	6/29/2027	910
3130ASPE3	FEDERAL HOME LOAN BANKS	1,000,000	995,910	4.300%	7/28/2022	7/28/2027	939
3133ENL32	FEDERAL FARM CREDIT BANKS	1,000,000	993,450	4.230%	9/8/2022	9/8/2027	981
3133ERSM4	FEDERAL FARM CREDIT BANKS	1,000,000	995,970	4.330%	9/10/2024	9/10/2027	983
3130B2WF8	FEDERAL HOME LOAN BANKS	1,000,000	999,090	4.650%	9/27/2024	9/16/2027	989
3134HAPM9	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	978,620	3.600%	9/30/2024	9/30/2027	1,003
3130B36T5	FEDERAL HOME LOAN BANKS	1,000,000	999,200	5.000%	10/8/2024	10/8/2027	1,011
3133ERXY2	FEDERAL FARM CREDIT BANKS	1,000,000	988,480	4.000%	10/21/2024	10/21/2027	1,024
3130B4D40	FEDERAL HOME LOAN BANKS	1,010,000	1,009,020	4.800%	12/19/2024	12/20/2027	1,084
3130B3ZD8	FEDERAL HOME LOAN BANKS	1,000,000	996,900	4.750%	12/5/2024	6/9/2028	1,256
3134HAGR8	FEDERAL HOME LOAN MORTGAGE COF	500,000	491,075	4.000%	8/28/2024	8/28/2028	1,336
3130B2WE1	FEDERAL HOME LOAN BANKS	1,000,000	997,400	4.750%	9/27/2024	9/18/2028	1,357
3133ERXC0	FEDERAL FARM CREDIT BANKS	3,000,000	2,985,210	4.625%	10/10/2024	10/10/2028	1,379
3130B35V1	FEDERAL HOME LOAN BANKS	1,245,000	1,245,349	5.250%	10/8/2024	10/18/2029	1,752
3130B3YZ0	FEDERAL HOME LOAN BANKS	1,000,000	1,000,000	4.750%	12/5/2024	12/10/2029	1,805
912797LR6	US TREASURY BILL	999,317	1,010,000	4.593%	10/9/2024	1/2/2025	2
912797KJ5	US TREASURY BILL	1,008,953	1,020,802	4.352%	9/25/2024	3/20/2025	79
13605WWW7	CANADIAN IMPERIAL BANK	1,000,000	991,330	2.500%	4/28/2020	4/10/2025	100
89236TKC8	TOYOTA MOTOR CRD CORP	1,000,000	996,600	3.950%	9/8/2022	6/30/2025	181
17298CK64	CITIGROUP INC	1,000,000	970,790	1.000%	8/28/2020	8/28/2025	240
06748XQR5	BARCLAYS BANK	1,000,000	990,180	4.500%	9/12/2022	3/12/2026	436
89114TK84	TORONTO DOMINION BANK	2,000,000	1,894,360	1.050%	6/16/2021	3/16/2026	440
06368EWM0	BANK OF MONTREAL	2,000,000	1,903,980	1.220%	3/17/2021	3/17/2026	441
06048WV56	BANK OF AMERICA	1,000,000	985,980	4.000%	5/5/2022	5/5/2026	490
17290A3E8	CITIGROUP INC	1,000,000	940,440	1.250%	7/1/2021	7/1/2026	547
38150AHV0	GOLDMAN SACHS GROUP INC	1,000,000	938,300	1.400%	9/30/2021	9/30/2026	638

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
48135NNN2	JP MORGAN CHASE FINL CO	2,000,000	2,000,520	5.100%	7/31/2024	7/30/2027	941
06048WZ29	BANK OF AMERICA CORP	1,000,000	993,790	6.000%	10/20/2022	10/20/2027	1,023
78014RKF6	ROYAL BANK OF CANADA	1,000,000	975,020	5.450%	1/18/2023	1/18/2028	1,113
61766YMT5	MORGAN STANLEY FIN	1,000,000	977,550	5.150%	1/20/2023	1/20/2028	1,115
25161FUC0	DEUTSCHE BANK	1,000,000	982,660	5.150%	2/13/2024	2/13/2029	1,505
91159XAM7	U S BANCORP	1,000,000	983,460	5.050%	11/5/2024	11/5/2029	1,770
12547CAK4	CERTIFICATE OF DEPOSIT	250,000	249,972	4.600%	2/24/2023	2/24/2025	55
654062LB2	CERTIFICATE OF DEPOSIT	250,000	249,850	4.100%	9/28/2022	3/28/2025	87
02589AC34	CERTIFICATE OF DEPOSIT	250,000	248,837	2.550%	4/17/2022	4/7/2025	97
32022RRW9	CERTIFICATE OF DEPOSIT	250,000	248,422	3.050%	7/25/2022	7/25/2025	206
06740KQZ3	CERTIFICATE OF DEPOSIT	250,000	248,715	3.300%	7/27/2022	7/28/2025	209
20825WAZ3	CERTIFICATE OF DEPOSIT	249,000	247,865	3.400%	8/15/2022	8/15/2025	227
795451CD3	CERTIFICATE OF DEPOSIT	240,000	238,704	3.350%	8/24/2022	8/25/2025	237
33847GUJ7	CERTIFICATE OF DEPOSIT	243,000	244,677	5.150%	9/11/2024	9/11/2025	254
06168LAB4	CERTIFICATE OF DEPOSIT	244,000	244,054	4.150%	10/12/2022	10/14/2025	287
693963AB6	CERTIFICATE OF DEPOSIT	249,000	249,110	4.200%	10/14/2022	10/14/2025	287
178180GQ2	CERTIFICATE OF DEPOSIT	244,000	245,564	4.850%	11/9/2022	11/10/2025	314
05580AM92	CERTIFICATE OF DEPOSIT	248,000	243,767	2.750%	4/22/2022	4/22/2026	477
60425SKA6	CERTIFICATE OF DEPOSIT	249,000	249,974	4.400%	4/24/2023	4/24/2026	479
86158RBA6	CERTIFICATE OF DEPOSIT	249,000	251,261	4.700%	6/30/2023	6/30/2026	546
02007GWJ8	CERTIFICATE OF DEPOSIT	246,000	242,563	3.150%	7/21/2022	7/21/2026	567
682325DH5	CERTIFICATE OF DEPOSIT	250,000	253,210	4.800%	4/6/2023	10/6/2026	644
65504UAF4	CERTIFICATE OF DEPOSIT	248,000	248,030	4.500%	10/25/2024	11/9/2026	678
87165FE42	CERTIFICATE OF DEPOSIT	249,000	236,010	1.100%	11/12/2021	11/12/2026	681
07181JAU8	CERTIFICATE OF DEPOSIT	249,000	253,430	5.000%	11/22/2022	11/23/2026	692
14042TEH6	CERTIFICATE OF DEPOSIT	249,000	236,224	1.250%	12/8/2021	12/8/2026	707
89235MMH1	CERTIFICATE OF DEPOSIT	249,000	236,206	1.250%	12/9/2021	12/9/2026	708
052392CH8	CERTIFICATE OF DEPOSIT	248,000	252,335	4.950%	12/16/2022	12/16/2026	715
25844MAN8	CERTIFICATE OF DEPOSIT	247,000	248,820	4.400%	1/18/2023	1/19/2027	749
856285F63	CERTIFICATE OF DEPOSIT	246,000	235,193	1.800%	1/31/2022	2/1/2027	762
70962LBE1	CERTIFICATE OF DEPOSIT	249,000	237,240	1.700%	2/18/2022	2/18/2027	779
011852AD2	CERTIFICATE OF DEPOSIT	248,000	251,544	4.700%	3/8/2027	3/8/2027	797
02589ABQ4	CERTIFICATE OF DEPOSIT	245,000	234,756	2.000%	3/9/2022	3/9/2027	798
39573LDA3	CERTIFICATE OF DEPOSIT	245,000	235,122	2.100%	3/15/2022	3/15/2027	804
58404DNW7	CERTIFICATE OF DEPOSIT	248,000	241,321	2.800%	4/29/2022	4/29/2027	849
254673D94	CERTIFICATE OF DEPOSIT	246,000	241,510	3.200%	5/18/2022	5/19/2027	869
07371C6Y0	CERTIFICATE OF DEPOSIT	246,000	240,278	3.000%	6/15/2022	6/9/2027	890
38150VCG2	CERTIFICATE OF DEPOSIT	246,000	240,204	3.000%	6/15/2022	6/15/2027	896
50625LBN2	CERTIFICATE OF DEPOSIT	249,000	244,570	3.250%	6/15/2022	6/15/2027	896
472312AA5	CERTIFICATE OF DEPOSIT	249,000	253,064	4.700%	6/29/2023	6/29/2027	910
88413QDN5	CERTIFICATE OF DEPOSIT	245,000	240,619	3.300%	8/19/2022	8/19/2027	961
89789AAG2	CERTIFICATE OF DEPOSIT	248,000	252,370	4.700%	3/10/2023	9/10/2027	983
32022RSY4	CERTIFICATE OF DEPOSIT	249,000	245,128	3.400%	9/14/2022	9/14/2027	987
52470QBV5	CERTIFICATE OF DEPOSIT	249,000	245,738	3.500%	9/23/2022	9/23/2027	996
530520AB1	CERTIFICATE OF DEPOSIT	249,000	251,836	4.400%	1/17/2023	1/17/2028	1,112
30191MAJ6	CERTIFICATE OF DEPOSIT	249,000	251,239	4.300%	3/27/2024	3/27/2028	1,182
61690U4M9	CERTIFICATE OF DEPOSIT	250,000	252,995	4.400%	4/20/2023	4/20/2028	1,206
00224TAP1	CERTIFICATE OF DEPOSIT	249,000	253,228	4.550%	4/28/2023	4/28/2028	1,214
67054NB11	CERTIFICATE OF DEPOSIT	249,000	254,580	4.700%	5/30/2023	5/30/2028	1,246
29669XAT5	CERTIFICATE OF DEPOSIT	248,000	256,529	5.000%	9/20/2023	9/20/2028	1,359
00782JAC6	CERTIFICATE OF DEPOSIT	248,000	256,571	5.000%	9/27/2023	9/27/2028	1,366
1204	CERTIFICATE OF DEPOSIT	249,000	249,000	4.000%	4/24/2023	4/24/2025	114
1282	CERTIFICATE OF DEPOSIT	250,000	250,000	4.760%	6/21/2023	6/21/2025	172
1285	CERTIFICATE OF DEPOSIT	250,000	250,000	3.900%	4/29/2023	4/29/2028	1,215
1286	CERTIFICATE OF DEPOSIT	250,000	250,000	4.950%	6/25/2023	6/25/2025	176
1309	CERTIFICATE OF DEPOSIT	249,000	249,000	1.800%	2/14/2022	2/14/2027	775
1311	CERTIFICATE OF DEPOSIT	250,000	250,000	3.200%	6/23/2022	6/23/2027	904
1317	CERTIFICATE OF DEPOSIT	249,000	249,000	4.500%	12/13/2022	12/13/2027	1,077
1324	CERTIFICATE OF DEPOSIT	249,000	249,000	4.250%	1/11/2024	1/11/2029	1,472
1328	CERTIFICATE OF DEPOSIT	249,000	249,000	4.365%	3/25/2024	3/25/2029	1,545
1332	CERTIFICATE OF DEPOSIT	249,000	249,000	4.160%	6/12/2024	6/12/2027	893
1334	CERTIFICATE OF DEPOSIT	250,000	250,000	5.000%	7/31/2024	7/31/2029	1,673
1336	CERTIFICATE OF DEPOSIT	249,000	249,000	3.750%	9/17/2024	9/17/2029	1,721
1339	CERTIFICATE OF DEPOSIT	275,607	275,607	3.300%	12/27/2024	12/27/2029	1,822
1340	CERTIFICATE OF DEPOSIT	249,000	249,000	3.450%	12/4/2024	12/4/2029	1,799
1341	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/8/2020	1/8/2025	8
1342	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/17/2020	1/17/2025	17
1343	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/24/2020	1/24/2025	24
1345	CERTIFICATE OF DEPOSIT	265,081	265,081	3.150%	6/9/2022	6/9/2027	890

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1346	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	6/21/2022	6/21/2027	902
1347	CERTIFICATE OF DEPOSIT	249,000	249,000	3.320%	7/21/2022	7/21/2027	932
1348	CERTIFICATE OF DEPOSIT	249,000	249,000	3.200%	7/20/2022	7/20/2027	931
1349	CERTIFICATE OF DEPOSIT	249,000	249,000	3.100%	8/30/2022	3/1/2026	425
1350	CERTIFICATE OF DEPOSIT	249,000	249,000	3.800%	10/28/2022	10/28/2025	301
1351	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	11/30/2024	11/30/2026	699
1352	CERTIFICATE OF DEPOSIT	249,000	249,000	4.450%	11/28/2024	11/28/2025	332
1353	CERTIFICATE OF DEPOSIT	249,000	249,000	5.150%	12/12/2022	12/12/2027	1,076
1354	CERTIFICATE OF DEPOSIT	249,000	249,000	4.000%	12/22/2022	12/22/2025	356
1355	CERTIFICATE OF DEPOSIT	249,000	249,000	4.850%	2/2/2024	2/2/2025	33
1356	CERTIFICATE OF DEPOSIT	249,000	249,000	4.700%	4/3/2023	4/3/2026	458
1357	CERTIFICATE OF DEPOSIT	249,000	249,000	4.200%	4/12/2023	4/12/2028	1,198
1358	CERTIFICATE OF DEPOSIT	249,000	249,000	4.140%	4/25/2023	4/25/2027	845
1359	CERTIFICATE OF DEPOSIT	249,000	249,000	5.000%	6/16/2023	6/16/2025	167
1360	CERTIFICATE OF DEPOSIT	249,000	249,000	4.400%	6/2/2023	6/1/2028	1,248
1361	CERTIFICATE OF DEPOSIT	249,000	249,000	4.950%	9/13/2023	4/13/2025	103
1362	CERTIFICATE OF DEPOSIT	249,000	249,000	4.750%	2/13/2024	2/13/2029	1,505
1363	CERTIFICATE OF DEPOSIT	249,000	249,000	4.000%	3/1/2024	3/1/2028	1,156
1364	CERTIFICATE OF DEPOSIT	249,000	249,000	4.450%	5/8/2024	5/8/2029	1,589
1365	CERTIFICATE OF DEPOSIT	249,000	249,000	4.300%	6/14/2024	6/14/2028	1,261
1366	CERTIFICATE OF DEPOSIT	249,000	249,000	4.170%	7/9/2024	7/9/2027	920
1367	CERTIFICATE OF DEPOSIT	249,000	249,000	4.000%	9/27/2024	9/27/2029	1,731
TOTALS		\$ 143,033,629	\$ 141,072,347				
WEIGHTED AVERAGE RATE OF EARNINGS				% OF LIQUID		WEIGHTED	
ONE YEAR HISTORY				CURRENT	PORTFOLIO	AVERAGE	
12/31/2023	3/31/2024	6/30/2024	9/30/2024	12/31/2024	HOLDINGS	DAYS TO	
3.480%	3.430%	3.475%	3.328%	3.353%	29.964%	MATURITY	
							609

Comments:

Portfolio holdings as of December 31, 2024, are in compliance with the current Investment Policy. With 29.964% of the portfolio being held in liquid instruments, the cash needs of the City will be met. The next portfolio report will be calculated for the first calendar quarter ending March 31, 2025, and will be presented during the May 6, 2025 Council meeting.



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Approval for Community Civic Event - Optimist Club/PUSD/BSD - Porterville Celebrates Reading – April 12, 2025

SOURCE: Finance

COMMENT: The Optimist Club of Porterville, Porterville Unified School District, and Burton School District are requesting approval to hold the "Porterville Celebrates Reading" event on Saturday, April 12, 2025, from 10:00 AM to 2:00 PM at Veterans Park. This event is a literacy fair for children ages pre-school and up. Local schools and community organizations will have booths with literacy activities. An outside amplifier permit has been approved from 10:00 AM to 2:00 PM. The sponsor is requesting the use of Veterans Park from 8:00 AM to 4:00 PM for set-up before and cleaning after the event.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the Ordinance regulations and reviewed by all City Departments involved. The requirements and restrictions are contained in the attached copy of the Application and Agreement, Exhibit A and Exhibit B.

RECOMMENDATION: That the City Council approve the Community Civic Event Application from the Optimist Club of Porterville, Porterville Unified School District and Burton School District to hold the "Porterville Celebrates Reading" event on Saturday, April 12, 2025, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS:

1. Community Civic Event Application and Agreement, Exhibit A, Exhibit B, Map, Outside Amplifier Permit and Certificate of Liability Insurance.

Appropriated/Funded:

Review By:

Department Director:

Item No. 13.

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 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 14 JAN. 2025 Event date: 12 APR. 2025
Event time: 10AM - 2PM (SET UP: 8AM - 4P.)
Name of Event: PORTERVILLE CELEBRATES READING

Sponsoring organization: OPTIMIST/PUSD/BSD Phone # 559-784-4934
Address: 472 W. PUTNAM AVE
Authorized representative: PATIENCE CHRISTENSON Phone # 559-361-7942
Address: 1515 W. WESTFIELD AVE., PORTERVILLE
Event chairperson: PATIENCE CHRISTENSON Phone # 559-361-7942
patience.christenson@burtonschoools.org
Location of event VETERANS PARK

(Location map must be attached)

Description of event: LITERACY FAIR FOR CHILDREN AGES PRE-SCHOOL AND
UP. SCHOOLS AND COMMUNITY ORGANIZATIONS HAVE BOOTHS WITH LITERACY ACTIVITIES
Purpose of event: PROMOTE READING/LITERACY AND HOME LIBRARIES
Non-profit organization status: 94-2676266 OPTIMIST BL ²⁶¹⁸ 03069
(IRS Determination) 00359

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): _____ Street sweeping Yes _____ No X
Police protection Yes _____ No X Refuse pickup Yes _____ No X
Other: _____

Parks facility application required: Yes X No _____ Attached _____
Assembly permit required: Yes _____ No X Attached _____

STAFF COMMENTS (list special requirements or conditions for event):

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Risk Manager	_____

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted **NO LESS THAN 30 DAYS PRIOR** to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/gov/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with the application. The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars (\$2,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)

PC Authorized Representative Initial

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant to the permit. Claims-made policies are not acceptable.

NA 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.tularahhsa.org.

NA 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.

PC Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

NA Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

OPTIMIST / PUSD / BSD
(Name of Organization)

Patricia Christensen
(Signature)

14 JAN 2025
(Date)

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Location: VETERANS PARK

Event date: 12 APR 2025 Event time: 10 AM - 2 PM

[illegible]

3 of 4

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

Sponsoring organization: OPTIMIST / PLSD / BSD

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

4 of 4

Requirements for Community Civic Event
Optimist International, Porterville Unified School District, Burton School District
Porterville Celebrates Reading
April 12, 2025

Public Works Director: <i>M. Knight</i>	No comments.
Fire Marshal: <i>C. Dignam</i>	Ensure proper spacing of tents and canopies, no more than 400 square feet with sides, or 700 square feet without sides, must have a minimum of 12 feet between any combination of tents or canopies meeting the sizes listed. All canopies and tents shall have an affixed label showing compliance with the flame resistance requirements of the State of California.
Parks and Leisure Services Director: <i>D. Moore</i>	Parks will provide its usual logistical support. Vehicles to park in designated parking area.
Police Lieutenant: <i>M. Azevedo</i>	Please see Exhibit B.
Deputy City Manager: <i>Y. Andrade</i>	Risk Management requires \$1M in commercial general liability coverage, evidenced by a Certificate of Insurance naming the City of Porterville as an additional insured, as long as booth participants are passive. The certificate of insurance must be accompanied by the endorsement page.
Field Services Superintendent-Refuse: <i>B. Spry</i>	No comments.
Field Services Superintendent--Streets: <i>J. Baeza</i>	No comments.

Requirements for Community Civic Event

Sponsor: Optimist/PUSD/BSD
Event: Porterville Celebrates Reading
Event Chairman: Patience Christenson
Location: Veterans Park, Porterville, California
Date of Event: April 12, 2025 (10:00 a.m.- 2:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

That the Optimist/PUSD/BSD provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

- A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

**CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application**

**Porterville Celebrates Reading
April 12, 2025 / 10:00AM-2:00PM
Veterans Park**

Proposed Conditions/Requirements:

- Food vendors, if any, should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure the park is promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to others.

Mark Azevedo, Lieutenant
Porterville Police Department

Exhibit B

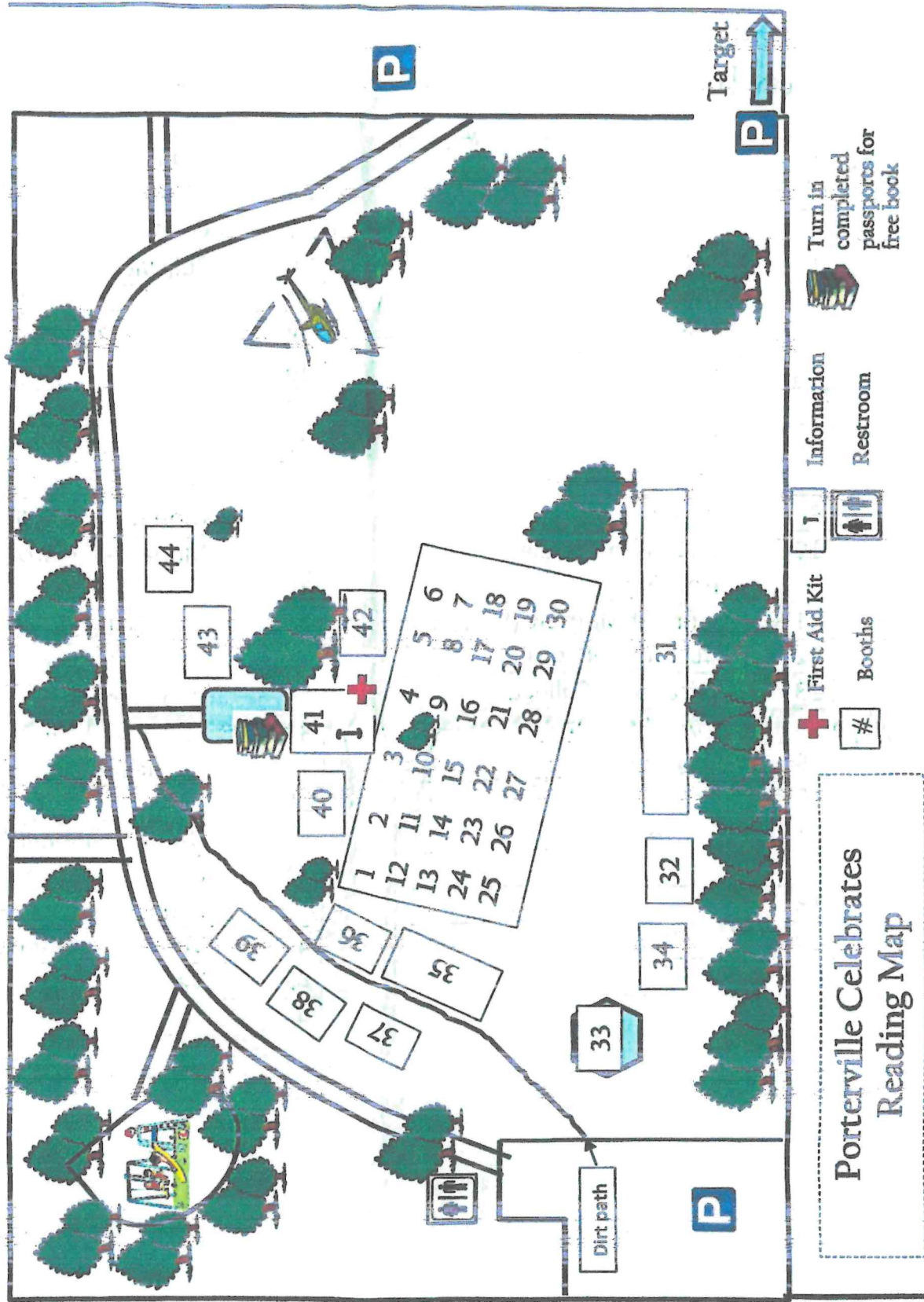
Monache H.S.

DR



Henderson Ave.

Newcomb St.



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: PATIENCE CHRISTENSEN
1515 W. WELFIELD AVE, PORTERVILLE
- 2 Address where amplification equipment is to be used: 1501 W. HENDERSON AVE, PORTERVILLE
- 3 Names and addresses of all persons who will use or operate the amplification equipment: PORTERVILLE H.S.
465 W. OLIVE AVE / MONACHE H.S.: 960 N. NEWCOMB ST / VANDALIA ELEMENTARY: 271 E. COLLEGE AVE
- 4 Type of event for which amplification equipment will be used: LITERACY FAIR
- 5 Dates and hours of operation of amplification equipment: 10 AM - 2 PM 04/12/25
- 6 A general description of the sound amplifying equipment to be used: SMALL SPEAKER

Section 18-9

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

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

(Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or 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 416 (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.

Patience Christensen
Signature of Applicant

14 JAN 2025
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 Abaworo
City of Porterville, Chief of Police/Designee

01/16/2025
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AMBA In CA dba Assn Member Benefits & Insurance Agency PO Box 14542 Des Moines, IA 50306	CONTACT NAME:	
	PHONE (A/C No. Ext): 800-603-9227	FAX (A/C No.): 515-365-3005
	EMAIL ADDRESS: Sr. Vice President CA License #0607163	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Insurance Co	23841
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			PHPK2679423	05/01/2024	05/01/2025	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE ☒ OCCUR	☒					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC							
A	AUTOMOBILE LIABILITY			PHPK2679423	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ONLY	☒					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	OTHER							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 04/12/2025 include City of Porterville as additional insured: Certificate Holder (CG2011) but only with respects to the named insured's negligence with regards to the Porterville Celebrates Reading event to be held at Veteran's Park 1501 West Henderson Ave Porterville CA 92357 on 04/12/2025 .

CERTIFICATE HOLDER	CANCELLATION
City of Porterville 219 North Main Street Porterville CA 93257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Stephen Miller</i>

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AMBA In CA dba Assn Member Benefits & Insurance Agency PO Box 14542 Des Moines, IA 50306	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-603-9227	FAX (A/C, No): 515-365-3005
	EMAIL ADDRESS: Sr. Vice President CA License #0607163	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Insurance Co	23841
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
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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 GENL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	☒	☐	PHPK2679423	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	☐	☐	PHPK2679423	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	☐	☐				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 04/12/2025 include Porterville Unified School District as additional insured: Certificate Holder (CG2011) but only with respects to the named Insured's negligence with regards to the Porterville Celebrates Reading event to be held at Veteran's Park 1501 West Henderson Ave Porterville CA 92357 on 04/12/2025.

CERTIFICATE HOLDER	CANCELLATION
Porterville Unified School District 600 West Grand Avenue 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>Stephen Miller</i>

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2024

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PRODUCER AMBA In CA dba Assn Member Benefits & Insurance Agency PO Box 14542 Des Moines, IA 50306	CONTACT NAME: PHONE: 800-503-9227 FAX: /A/C. No.: 515-365-3085 EMAIL: Sr. Vice President CA License #0607163 ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Optimist International Optimist Club of Porterville c/o Richard Christenson 472 West Putnam Ave Porterville CA 92357		NAIC # 23841

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	☒	☐	PHPK2679423	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☐	☐	PHPK2679423	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☐	☐				EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐	N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
	OTHER						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 04/12/2025 include Burton School District as additional insured: Certificate Holder (CG2011) but only with respects to the named insured's negligence with regards to the Porterville Celebrates Reading event to be held at Veteran's Park 1501 West Henderson Ave Porterville CA 92357 on 04/12/2025.

CERTIFICATE HOLDER

CANCELLATION

Burton School District
264 North Westwood St
Porterville CA 93257

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephen Miller

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

City of Porterville

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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.

ONE BALA PLAZA, SUITE 100
Bala Cynwyd, PA 19004

☒ Philadelphia Indemnity Insurance Company (A capital stock company)

COMMERCIAL GENERAL LIABILITY
CONFIRMATION OF COVERAGE

This CONFIRMATION OF COVERAGE is attached to and made part of MASTER POLICY NUMBER: PHPK2679423 CLUB NUMBER: 14678 CLUB NAME: PORTERVILLE, CA CLUB ADDRESS: 472 West Putnam Avenue Porterville, CA, 93257	AMBA, Association Member Benefits Advisors 4050 114th St URBANDALE, IA 50322 1-800-503-9227																								
EXTENDED NAMED INSURED: <u>Optimist International</u> MAILING ADDRESS: <u>4494 Lindell Boulevard</u> <u>St. Louis, MO 63108-2404</u> POLICY PERIOD: FROM <u>May 1, 2024</u> TO <u>May 1, 2025</u> AT 12:01 A.M. IN THE TIME ZONE FOR YOUR CLUB MAILING ADDRESS SHOWN ABOVE																									
LIMITS OF INSURANCE																									
<table><tr><td>EACH OCCURRENCE LIMIT</td><td>\$</td><td><u>1,000,000</u></td><td></td></tr><tr><td>DAMAGE TO PREMISES RENTED TO YOU LIMIT</td><td>\$</td><td><u>100,000</u></td><td>Any one premises</td></tr><tr><td>MEDICAL EXPENSE LIMIT</td><td>\$</td><td><u>EXCLUDED</u></td><td>Any one person</td></tr><tr><td>PERSONAL & ADVERTISING INJURY LIMIT</td><td>\$</td><td><u>1,000,000</u></td><td>Any one person or organization</td></tr><tr><td>GENERAL AGGREGATE LIMIT</td><td>\$</td><td><u>2,000,000</u></td><td></td></tr><tr><td>PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT</td><td>\$</td><td><u>2,000,000</u></td><td></td></tr></table>		EACH OCCURRENCE LIMIT	\$	<u>1,000,000</u>		DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$	<u>100,000</u>	Any one premises	MEDICAL EXPENSE LIMIT	\$	<u>EXCLUDED</u>	Any one person	PERSONAL & ADVERTISING INJURY LIMIT	\$	<u>1,000,000</u>	Any one person or organization	GENERAL AGGREGATE LIMIT	\$	<u>2,000,000</u>		PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$	<u>2,000,000</u>	
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PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$	<u>2,000,000</u>																							



CITY COUNCIL AGENDA – FEBRUARY 4, 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 January 21, 2025, 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. 14.

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

Item No. 14.

Americans with Disabilities Act (ADA). At its meeting on May 2, 2023, the Council approved two additional emergency expenditures that exceeded \$5,000 in their acquisition, which included a trailer-mounted 6" dewatering and sewage pump (\$77,396.67), and local trucking services of riprap material (\$5,436.00), both for the Public Works Department.

In support of two private personnel providing nightly security at the Armory as it continues to function as a temporary evacuation point and shelter, City staff has secured TopKnotch Security, Inc. as the security services provider. TopKnotch provided an agreement for security services for approximately \$18,000 per month (2 personnel at \$25/hour for 12 hours per day for 30 days per month), which the Council approved at its meeting on June 6, 2023. Due to violations by TopKnotch Security of its agreement with the City for security services, City staff terminated the agreement effective immediately on Friday, July 14, 2023, causing the Police Department to provide security services at the Armory on Friday, July 14 through Sunday, July 16, 2023. Beginning on Monday, July 17, 2023, Good Guard Security, Inc. began providing security services, which at its meeting on July 18, 2023, the Council approved an agreement for security services for approximately \$21,000 per month (2 personnel at \$28.95/hour for 12 hours per day for 30 days per month).

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

ATTACHMENTS:

1. Declaration of Local Emergency - March 13, 2023
2. Resolution No. 11-2023
3. Rio Vista Avenue Mandatory Evacuation Order - March 16, 2023
4. Tule River Banks Mandatory Evacuation Order - March 19, 2023
5. Governor Newsom Executive Order N-6-23
6. Governor Newsom Executive Order N-7-23
7. Governor Newsom Executive Order N-10-23
8. Federal Disaster Declaration Fact Sheet - April 3, 2023
9. License to Use State Military Property - April 14, 2023
10. City and County Memorandum of Understanding for Shelter Support
11. County of Tulare CalOES Shelter Support Request Letter - April 14, 2023
12. License to Use State Military Property - May 16, 2023
13. Federal Disaster Declaration Notice - July 14, 2023
14. Resolution No. 15-2023
15. Rescue Source & Rescue 3 Invoice: Water Rescue

- Equipment
16. Royal Restrooms Invoice: Mobile Shower-Restroom Units
 17. Rain for Rent Pump Invoice
 18. Mike Clark Trucking Invoice
 19. TopKnotch Security, Inc. Agreement
 20. Good Guard Security, Inc. Agreement
 21. Municipal Code Chapter 9 - Civil Defense and Disaster
 22. California Government Code 8558
 23. Armory Census 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: _____

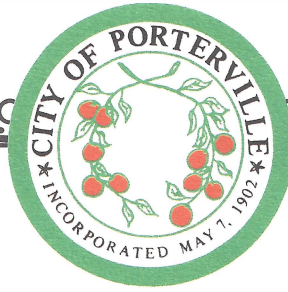
Fernando Gabriel-Moraga, Deputy City Clerk

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.

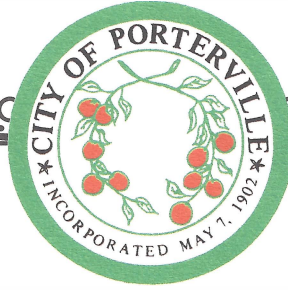
Jake Castellow
Chief of Police

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.

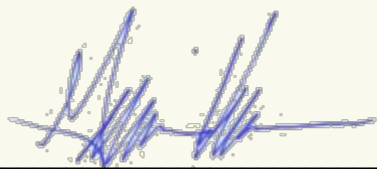
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

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).

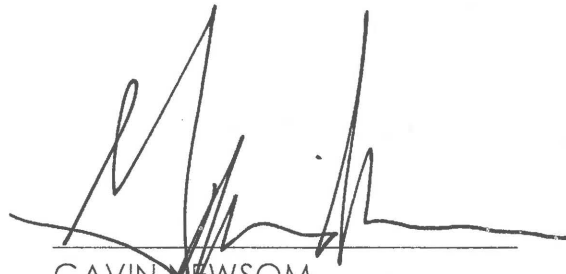
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation 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.

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LICENSE NUMBER	1221
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below.

3. PREMISES will not be available during the following drill periods: n/a
4. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
5. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
6. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
7. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
8. STATE shall supply PREMISES with utilities, the nominal cost of which is included in the use fee. Section VI (FEES), item #5 addresses extraordinary utility use and payment.
9. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
10. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
11. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
12. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
13. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
14. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
15. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. LICENSEE is authorized to use PREMISES to provide temporary shelter and/or health and medical services to homeless citizens of the community.
2. LICENSEE may provide on-site program management through either LICENSEE employees, agents or volunteers or through contracted services.
3. LICENSEE agrees to clean PREMISES removing all litter, trash, cans, bottles, etc. from PREMISES after each use period, but not less than once per day.
4. LICENSEE shall provide janitorial services, whether from a licensed contractor or qualified civil service employee(s), to clean and sanitize the armory, including restrooms, showers, and drill floor, according to standards set forth in **Exhibit "F"**, made a part hereof by this reference. If civil service employees will not fulfill janitorial services, LICENSEE shall provide STATE a copy of the janitorial contract before commencement of licensed use.
5. The armory facility will be available twenty-four (24) hours each day unless otherwise approved by the STATE for extended periods during inclement weather conditions.
6. LICENSEE shall provide on PREMISES one hour before shelter opening until one hour after lights-out in the evening no less than one (1) appropriately licensed (guard card) and easily identifiable uniformed security officer. The security officer shall have access to a telephone, provided by LICENSEE, for contacting the appropriate law enforcement agency, should it become necessary. LICENSEE is responsible for protecting patrons, agents and invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
7. Uniformed security personnel will check (search) each client for weapons and drug paraphernalia before any client may enter, or reenter the armory. On-site supervising soldiers are not security personnel and WILL NOT assist with weapon checks or other security-related actions; however, they will observe security inspections.
8. Security personnel will notify the military site supervisor or, if one is not available, the Area Coordinator or the STATE Program Manager before leaving PREMISES. A copy of the security contract will be due to the STATE before the license term begins.
9. Consistent with GC 15301.3(e), LICENSEE shall provide STATE a schedule of nightly shelter visits by law enforcement officers of the local jurisdiction within which the armory is located.
10. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
11. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written

consent of STATE'S Area Coordinator.

12. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES shelter use. If significant plumbing issues occur due to repeated latrine clogging by clients, the LICENSEE will provide, at its sole cost or expense, portable latrines for the duration of the contract.
13. LICENSEE shall take all necessary steps to ensure shelter clients do not constitute a nuisance in the immediate vicinity of PREMISES during hours of shelter operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
14. LICENSEE is solely responsible for supplying consumables including, but limited to cleaning or sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. LICENSEE affirms the County Health Department shall provide regular health screenings and consultation on sanitation issues as required or as otherwise requested.
15. The ONLY animals allowed inside PREMISES are service animals as defined in Section XIV below. Client pets or any other animal not meeting the definition of service animal must remain outside PREMISES at all times.
16. LICENSEE shall conform to the guidance and recommendations for tuberculosis prevention outlined in "*Preventing Tuberculosis (TB) in Homeless Shelters: A Guide for Preventing and Controlling TB and other Aerosol Transmissible Diseases in Los Angeles County Facilities*", included as **Exhibit "C"** herein and by this reference made a part hereof.
17. LICENSEE shall at all times conform to local or state (Governor's) orders for preventing COVID-19 infection by mandating mask wearing and organizing the site to conform to physical distancing requirements.
18. Before clients may park their vehicle in PREMISES parking area, LICENSEE shall ensure each has a valid vehicle registration and current insurance coverage.
19. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:

SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the

PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Extraordinary utility costs are waived during the term of this license.
3. Emergency 24 hour use of the facility is authorized through the request from the local Office of Emergency Services.

VII. TERM

License shall take effect no earlier than April 11, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) August 31, 2023.

VIII. AMENDMENT AND TERMINATION

AGEEMENT amendment or modification must be in writing and duly executed by the parties.

Either party may terminate AGEEMENT with 30 days written notification to the other at the addresses previously given. Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX. ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X. DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI. RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII. ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under

LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability:**

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, they are not considered service animals under the ADA. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

INSTALLATION COMMANDER

DATE: _____

FOR THE ADJUTANT GENERAL

DATE: _____



CITY OF PORTERVILLE

DATE: 04/21/2023

**MEMORANDUM OF UNDERSTANDING FOR SHELTER SUPPORT
BETWEEN COUNTY OF TULARE AND CITY OF PORTERVILLE**

This Agreement, is effective as of April 11, 2023, (the "Agreement"), and is between The City of Porterville ("CITY"), a California municipal corporation, and the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), who agree as follows:

WHEREAS, CITY has entered into an arrangement with the California National Guard for use of the Armory space, with address of 29 N Plano St., Porterville, CA 93257 (the "Premises") for emergency shelter purposes; and

WHEREAS, COUNTY, along with its Health and Human Services Agency, desires to provide disaster relief support, including logistical support, shelter staffing, and meal support, solely for the purpose of the Premises being used as an emergency shelter in response to the March 2023 atmospheric river storms; and

WHEREAS, in order to provide said support, COUNTY is fully dependent upon the California Department of Social Services ("CDSS") fulfilling COUNTY'S request for logistical and funding support, of which COUNTY, upon receipt, will convey to CITY; and

WHEREAS, in the event that CDSS is unable to provide support, and/or CDSS or the American Red Cross is unable to provide operational support, COUNTY is unable to continue services alone and shall immediately terminate this Agreement; and

WHEREAS, COUNTY seeks to clarify the scope of services to be provided and set reasonable limits on the term of those services; and

WHEREAS, COUNTY agrees to provide, and CITY agrees to receive said services; and

WHEREAS, CITY opened the shelter on the Premises on April 11, 2023, and COUNTY began providing services as of April 11, 2023, and now seek to memorialize this exchange in writing;

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties agree as follows:

1. **SERVICES.** COUNTY agrees to provide at its own expense, and CITY agrees to receive services at the Premises pursuant to this Agreement. COUNTY shall provide 24 hour, or agreed operational period staffing at the Premises, in which COUNTY will provide logistical support, shelter staffing, and meal support in conjunction with the California Department of Social Services and/or the American Red Cross. COUNTY will additionally provide social assistance via case management services Monday through Friday, 8 AM to 5 PM. COUNTY shall also provide 24 hour security at the site (Collectively, the "Services"). The parties may agree in writing to a shorter operational period.

CITY shall provide animal care and shelter for residents of the Premises, including kennels and food. CITY shall be providing laundry, bathroom, and shower services for the residents of the Premises. Except for as otherwise specified in Section 8.c., CITY shall provide janitorial services for the Premises, which shall be regularly available daily, and shall be available upon an immediate needs basis. CITY shall keep on-call maintenance technician that is able to respond to immediate maintenance needs.

Services will be performed to the satisfaction of COUNTY for purposes of reimbursement of COUNTY by the State or Federal government.

2. **TERM.** The Services contemplated in Section 1 shall be from April 11, 2023, to May 5, 2023.

The County's provision of staffing and support services shall end at 12:00 noon, and the County's provision of security services shall end at 5:00 p.m., on Friday, May 5, 2023.

Additionally, the Parties agree that this Agreement will terminate pursuant to Section 19 of this Agreement upon the exit of the California Department of Social Services' support of staffing of the Services.

3. **CONSIDERATION.** CITY and COUNTY agree that the services provided to the public are adequate and good consideration for this Agreement, and no monetary compensation is required for this Agreement.

4. **USE.** Upon commencement of the term, COUNTY staff shall be entitled entry onto the Premises to provide the Services.

5. **AGREEMENT TO USE FACILITIES.** The use of the Premises is defined as follows:

- a. Use of the Premises 24 hours a day for sheltering evacuees and animals; and
- b. Any other use to which the parties mutually agree.

6. **ACCEPTANCE.** On the date that the COUNTY begins providing services at the Premises, the Premises shall be in good condition. COUNTY commencing services on the Premises on the effective date shall constitute COUNTY's acknowledgment that, to the best of their knowledge, the Premises is in good condition.

7. **USE.** COUNTY shall use the Premises and shall not use it in any manner that will constitute waste or nuisance.

8. **MAINTENANCE.**

- a. CITY will provide, at CITY's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto.

b. CITY will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the term of the AGREEMENT, at no cost to COUNTY, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire suppression equipment and related signage.

c. CITY will be responsible for cleaning the restrooms. COUNTY will be responsible for any cleaning or sanitization of rooms used, waiting rooms, and door handles.

d. In case of emergency the parties will take immediate steps to protect persons and property, consistent with their respective roles and responsibilities under this AGREEMENT. The CITY maintains responsibility to provide COUNTY with a facility that is fit for the purpose and intent of the AGREEMENT. If necessary repairs are brought to the CITY's attention by COUNTY, CITY will make repairs within the next ten (10) days. If the CITY does not take the necessary steps, COUNTY will have the right to repair and to be reimbursed by CITY.

9. **ALTERATIONS.** COUNTY shall not make any structural or exterior alterations to the Premises without CITY's or the California National Guard's consent; however, COUNTY shall have the right without cost to the CITY to make, with CITY's prior written consent, nonstructural alterations to the interior of the Premises that COUNTY requires in order to conduct its operations on the Premises, so long as those alterations are not prohibited by the terms and conditions of the CITY'S License Agreement with the California Military Department.

Upon termination of the AGREEMENT, if COUNTY is not then in default of any of the provisions of this AGREEMENT, COUNTY shall have the right to remove from the Premises immediately before the termination of the AGREEMENT, or within ten (10) days thereafter, any alterations COUNTY has made to the Premises, as long as the removal will not cause any structural

damage to the Premises, and COUNTY at its cost promptly restores any damage caused by the removal.

10. **UTILITIES.** CITY, in conjunction with the California National Guard, shall make all arrangements for, and pay for, all utilities and services furnished or to be used by COUNTY, including, without limitation, gas, electricity, water, sewer, trash, and for all connection charges, therefore. CITY and the California National Guard shall provide all fire extinguishers and related signs.

11. **INDEMNITY.** To the fullest extent permitted by law, CITY will hold harmless, defend and indemnify COUNTY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by CITY, or under other applicable statute or ordinance; or resulting from CITY's or CITY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with respect to the Premises. CITY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

To the fullest extent permitted by law, COUNTY will hold harmless, defend and indemnify CITY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by COUNTY, or under other applicable statute or ordinance; or resulting from COUNTY's or COUNTY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with

respect to the Premises. COUNTY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

12. **INSURANCE.** CITY acknowledges and agrees that COUNTY is a self-insured entity and waives any requirement that COUNTY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. COUNTY acknowledges and agrees that CITY is a self-insured entity and waives any requirement that CITY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance.

13. **DESTRUCTION.** In the event the Premises, or the building in which the Premises is located, is totally or partially destroyed by fire, earthquake, flood, or other casualty so as to render such property unfit for occupancy, in whole or in part, and that if it should reasonably appear that CITY cannot or will not restore or repair the Premises within ten (10) days from the date of such damage, either party shall be entitled to terminate the Agreement by giving the other party notice in writing of intention to so terminate ten (5) days before the proposed date of termination.

14. **CONDEMNATION.** If, during the AGREEMENT Term, there is any taking by condemnation of all or part of the building, other improvements, or land of which the Premises are a part, or any interest in the AGREEMENT, the rights and obligations of the parties shall be determined as follows:

a. If the Premises are totally taken by condemnation, the AGREEMENT shall terminate on the date of the taking;

b. If any portion of the Premises is taken by condemnation the AGREEMENT shall remain in effect, except that COUNTY may elect to terminate the AGREEMENT by giving notice of same within five (5) days of the date of the taking.

15. **ASSIGNMENT.** COUNTY shall not assign or encumber its interest in the AGREEMENT, all or any part of the Premises, without the consent of CITY, which consent may be withheld at CITY's absolute discretion.

16. **SIGNS.** COUNTY may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the Premises.

17. **PARTIES'S ENTRY ON PREMISES.** The parties and their authorized representatives shall have the right to enter the Premises at all reasonable times.

18. **REMOVAL OF PERSONAL PROPERTY.** On expiration or other termination of the AGREEMENT, COUNTY shall remove all its personal property and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

19. **TERMINATION.** Either party may terminate this Agreement for cause upon fifteen (15) days' prior written notice to the other party. For purposes of this section, "cause" shall be defined as the failure of either party to remedy any material breach of the AGREEMENT within three (3) days' written notice of the breach. No material breach will be found for issues that this contract already provides a remedy for, so long as those remedies are timely undertaken.

COUNTY, may immediately terminate this Agreement upon written notice should the expenses associated with the Services be deemed to be non-reimbursable by the Federal Government or California State Government, as COUNTY will not be able to fund the scope of the Services considered in this Agreement without Federal or State reimbursement. Written notice of such determination of non-reimbursability shall be communicated by COUNTY to CITY as soon as possible.

COUNTY may immediately terminate this Agreement upon written notice should operational support from CDSS or the American Red Cross ceases, as COUNTY will not be able to provide such support on its own. This written notice shall be communicated by COUNTY to CITY as soon as possible.

COUNTY, as required by the Federal Emergency Management Agency ("FEMA") contract provisions, may terminate this Agreement without cause and shall provide CITY with seven (7) days written notice of the termination of this Agreement without cause.

20. **SUCCESSORS.** This Agreement shall be binding on, and inure to, the benefit of the parties, their successors and assigns, except as otherwise limited by this Agreement.

21. **NOTICE.** Any notice, demand, request, consent, approval or other communication required or permitted under this Agreement shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the follow addresses:

COUNTY: Board of Supervisors
County of Tulare Administration Building
2800 W. Burrel
Visalia, CA 93291
w/Copy to: Tulare County Office of Emergency Services
Attn: Andrew Lockman
5957 S. Mooney Blvd.
Visalia, CA 93277

CITY: John Lollis
291 N Main St,
Porterville, CA 93257

Notice shall be deemed communicated four (4) days from the time of mailing as provided in this section.

22. **ACCESS TO RECORDS.** The following access to records requirements apply to this AGREEMENT: a. The parties agree to provide each other, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to

any books, documents, papers, and records of the CITY and COUNTY which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The CITY agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The CITY agrees to provide the FEMA Administrator, or their authorized representatives, access to the Premises or other sites pertaining the scope of this AGREEMENT.

d. In compliance with the Disaster Recovery Act of 2018, the COUNTY and the CITY acknowledge and agree that no language in this AGREEMENT is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. DEBARMENT AND SUSPENSION. CITY certifies, by entering into this AGREEMENT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this AGREEMENT by any federal agency or by any department, agency or political subdivision of the State of California. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of CITY. The CITY also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this AGREEMENT and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

24. CHANGES. CITY and COUNTY, together the "Parties" agree that any changes made to this AGREEMENT must be formal written Agreement in the form of a Change Order to this AGREEMENT. Any Change Order must be submitted by the requesting party by at least seven

(7) days written notice to the other Party. Both the CITY and COUNTY must agree, in writing, to any changes to this AGREEMENT.

25. DEPARTMENT OF HOMELAND SECURITY SEALS/LOGOS. The CITY shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

26. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the AGREEMENT. CITY shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

27. NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to this AGREEMENT and is not subject to any obligation or liabilities to the COUNTY, CITY, or any other party pertaining to any matter resulting from this AGREEMENT.

28. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. CITY acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statement) applies to the CITY's actions pertaining to this AGREEMENT.

29. DISASTER SERVICE WORKERS. Emergency management personnel provided under this AGREEMENT are public employees, who during disaster situations, are declared under California Government Code section 3100, to be Disaster Service Workers. Work-related injuries will be handled by providing agency/jurisdiction under Worker's Compensation. Emergency management personnel must immediately report any injury suffered while deployed, to their assigned supervisor and home agency. Further, emergency management personnel provided by the CITY under this Agreement are Disaster Service Workers and employees of the CITY, and as such are provided the immunities, protections, and benefits of Disaster Service Workers, as provided in the California Emergency Services Act and other applicable law. Each

party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, or volunteers.

30. **WAIVER.** The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

31. **INTEGRATION.** This instrument contains all the Agreements of the parties relating to the Premises and cannot be modified or amended except by a subsequent Agreement in writing.

32. **NO THIRD-PARTY BENEFICIARIES.** Unless specifically set forth, the parties to this Agreement do not intend to provide any third-party benefit or enforceable legal or equitable right or remedy.

33. **GOVERNING LAW.** This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.

34. **HEADINGS.** Paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

35. **INTERPRETATION.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

36. CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect.

37. AUTHORITY. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

38. COUNTERPARTS. This Parties to this AGREEMENT may sign this AGREEMENT in counterparts, each of which is an original and all of which taken together form one single document. The counterparts of this AGREEMENT may be executed and delivered by facsimile or other electronic signature (including portable document format) by the Parties and the receiving Party may rely on the receipt of such document so executed and delivered

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electronically or by facsimile as if the original had been received.

THE PARTIES, having read and considered the above provisions, indicate their Agreement by their authorized signatures below.

Date: _____

CITY OF PORTERVILLE

By: _____

John Lollis

City Manager

Approved as to form:

City Attorney

By: _____

**COUNTY
COUNTY OF TULARE**

By: _____

Jason T. Britt

Tulare County Emergency Services Director

Approved as to form:

County Counsel

By: A. Zahseen

Matter No. 2023359



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

April 14, 2023

Ms. Nancy Ward
Director, Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Dear Director Ward,

Tulare County appreciates the Office of Emergency Services' tireless work to support the response to and recovery from DR-4699 in our County and the surrounding region. Specifically, your negotiation of an ongoing incident period and the expeditious approval of individual assistance programs have been particularly valuable to the affected communities as we continue to recover from storm damages, repair distressed and weakened waterways, and prepare for the impending historic snowmelt runoff.

As current snow moisture content in local watersheds is estimated at over 300% of the historical average, total inflows to local reservoirs through April and July are expected to exceed three times the reservoir capacity. Local reservoir and waterway operators continue to aggressively release water at or near full capacity to make space for the anticipated inflows and prevent a return to spillway flows, while balancing needs of downstream operators to conduct emergency repairs. As a result, a number of homes, agricultural properties, and public spaces remain inundated with floodwater, and more homes may be affected because of the new snowmelt conditions. Specifically, we anticipate similar or worse conditions as a result of the snowmelt.

Tulare County is concerned that current sheltering for individuals affected by inundation and/or evacuation orders, including previously displaced individuals who remain under an evacuation order, may be limited in duration, especially during the current intervening period between storm and snowmelt-induced flooding incidents within the disaster.

Tulare County has entered into an agreement with the City of Porterville to maintain the last remaining emergency evacuation shelter site in the County. The California Department of Social Services and Volunteer Emergency Services Team have pledged support to provide staff and services for only two weeks at this shelter. Forty Tulare County residents who have been displaced due to flood activities are staying at this site. Because the support from CDSS and VEST is limited, the County is concerned that it may not be able to continually fund and staff the ongoing shelter projects. Our concern is the ongoing financial and logistical burden to the County and the incorporated cities therein.

As we are sure that you are aware, emergency protective measures, flood control activities, and damage assessments are being conducted because of the flood conditions in Tulare County. These efforts go hand-in-hand with ensuring that County residents are safe,



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

fed, and warm. The State's cooperation in keeping funding and support from the Department of Social Services and VEST beyond the initial two weeks available for emergency sheltering of Tulare County Residents is vital. Your support in ensuring ongoing funding and logistical support for these critical emergency protective measures is greatly appreciated.

Sincerely,

A handwritten signature in black ink, reading "Andrew Lockman", with a stylized flourish at the end.

Andrew Lockman
Office of Emergency Services Manager



LICENSE NUMBER	1221
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below in Section III; "Notification".

3. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
4. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
5. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
6. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
7. STATE infrastructure shall supply PREMISES with utilities, but LICENSEE will transfer utility accounts into its name for payment: electric, sewer, water, refuse collection.
8. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
9. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
10. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
11. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
12. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
13. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
14. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. In order to provide a variety of health, medical or other services to homeless citizens, LICENSEE may provide on-site program management through either LICENSEE employees, agents, volunteers or contracted services.
2. The armory facility will be available twenty-four (24) hours each day unless otherwise amended in writing by the STATE.
3. LICENSEE is solely responsible for protecting employees, patrons, agents, clients, or invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
4. LICENSEE agrees to maintain PREMISES in a clean and habitable condition, which includes exterior landscape maintenance and removal of all litter, trash, cans, bottles, etc. from the site not less than once per day.
5. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
6. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator.
7. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES use.
8. If significant plumbing issues occur due to continued actions of clients, LICENSEE will provide portable latrines, at its sole cost and expense, for the duration of the contract.
9. LICENSEE shall take all necessary steps to ensure clients do not constitute a nuisance in the immediate vicinity of the facility during hours of operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
10. LICENSEE shall supply consumable sanitary items and paper products, which include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. If requested (necessary), the County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation
11. Pets of clients occupying PREMISES or participating in provided services are prohibited inside the PREMISES, with the exception of those meeting the definition of "service animal" in Section XV below.
12. LICENSEE shall ensure clients provide valid vehicle registration and insurance BEFORE parking their vehicle in PREMISES parking area.
13. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:

SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the

part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Utility accounts will be transferred to LICENSEE, which will directly pay utility costs on an as-incurred basis.

VII.

TERM

License shall take effect no earlier than May 5, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) May 4, 2024.

VIII.

AMENDMENT AND TERMINATION

AGREEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGREEMENT may be terminated by either party upon 30 days' written notification to the other party at the addresses previously given in Section III; "Notification". Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX.

ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X.

DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI.

RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII.

ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental

provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability**:

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under the ADA**. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

FOR THE ADJUTANT GENERAL



CITY OF PORTERVILLE

DATE: _____

DATE: 05/17/2023



FEMA

4699-DR-CA Amendment 006



English

Notice Date	July 10, 2023
--------------------	---------------

Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4699-DR]

[Docket ID FEMA-2023-0001]

California; Amendment No. 6 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of California (FEMA-4699-DR), dated April 3, 2023, and related determinations.

DATE: This amendment was issued July 14, 2023.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: Notice is hereby given that the incident period for this disaster is closed effective July 10, 2023.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Deanne Criswell,

Administrator,

Federal Emergency Management Agency.

Last updated July 14, 2023

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**National
Terrorism
Advisory
System**

RESOLUTION NO. 15 -2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE
CATASTROPHIC / EMERGENCY RESERVE FOR THE COSTS ASSOCIATED
WITH THE RESPONSE TO THE LOCAL FLOOD EMERGENCY**

WHEREAS: Pursuant to Chapter 9 of the Porterville Municipal Code, Mayor Martha A. Flores declared the existence of a local emergency within the City of Porterville on March 13, 2023 due to the threat to life and property caused by a series of storms impacting Success Lake significantly increasing the Tule River flows; and

WHEREAS: Flood water and water from Success Lake had caused evacuation warnings and mandatory evacuation orders in the month of March for some local residents; and

WHEREAS: Historic water levels and flows of the Tule River have caused erosion to the river banks, prompting City staff to take extraordinary measures to protect the riverbanks and avoid potentially catastrophic flooding;

WHEREAS: The significant threat of local flooding emergency continues to exist with the estimated snow pack in the Sierra Nevada mountains of more than three hundred percent (300%) of normal and the potential for a warm storm or heat wave this Spring; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.2, established the Catastrophic / Emergency Reserve Fund for the purpose of providing funds to mitigate costs associated with unforeseen emergencies, including natural disasters or catastrophic events;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the local flood emergency is an unforeseen and unavoidable event that require the expenditure of City resources beyond those provided for in the annual budget; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of funds from the Catastrophic / Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services, and other necessary expenditures; and
3. That the City Council authorize the replacement of funds from any grant funds that may be used to reimburse said costs.

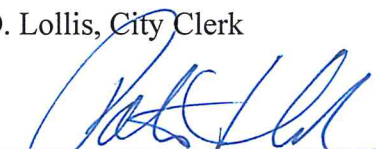
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 4th day of April, 2023.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

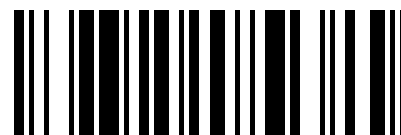
By: 
Fernando Gabriel-Moraga, Deputy City Clerk

Invoice

Calwen Inc. dba Rescue Source & Rescue 3 Intl

Calwen Inc. dba Rescue Source & Rescue 3
P.O. Box 1050
Wilton, CA 95693
Phone: 916-687-6556
Fax: 916-687-6717
Email: info@rescuesource.com

Order #	Date
131282	03/20/2023



Bill To:	Ship To:
PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257 Phone: 559-782-7526 Email: jrodriguez@ci.porterville.ca.us	PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257
Customer: PORTERVILLE FIRE DEPARTMENT	Contact: JANIE RODRIGUEZ PO Number: 23-22733

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
MELISSA	NET 30	Origin	UPS Next Day Air		03/20/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Kit	KT2210	PFD TYPE V PACKAGE	\$250.00	20 ea	\$ 5,000.00
2	Sale	PF4026R	NRS 2022 RAPID RESCUER RED	\$0.00	20 ea	\$ 0.00
3	Sale	KN2556OR	NRS PILOT KNIFE ORANGE	\$0.00	20 ea	\$ 0.00
4	Sale	WH7905	WHISTLE-RESCUE 3 LOGO WITH COIL	\$0.00	20 ea	\$ 0.00
5	Sale	HL7050HVL/XL	RQ3 STORM PRO HELMET HI VIS LARGE/XLARGE	\$32.00	20 ea	\$ 640.00
6	Shipping	Freight	Freight Out	\$256.00	1 ea	\$ 256.00
7	Sale	Tax Expense	Tax Expense	\$521.70	1 ea	\$ 521.70

Subtotal:	\$6,417.70
Sales Tax:	\$0.00
Total:	\$6,417.70

Thank you for your order.
If you have any questions please call 800-457-3728
or e-mail info@rescuesource.com.

Royal Restrooms

A Regal Portable Restroom Experience

1452 N. Vasco Road #101
Livermore, Ca 94551
Phone: 877.922.9980
Fax:(925) 337-8878

Cage Code 5HJ93

DATE:
INVOICE # 04-12-2023
FOR:
BILL TO: Portable Restrooms
Donnie Moore
dmoore@ci.porterville.ca.us
(559) 782-7539

DESCRIPTION	T	AMOUNT
1 Single ADA Shower/Restroom Combo	t	\$4,250.00
1 Three Stall Shower/Restroom Combo	t	\$4,850.00
Delivery	t	\$100.00
Installation and Removal		\$2,500.00
Before/After Hours or Same Day Services		\$600.00

Due upon receipt-----For Royal Restrooms of California [W9 Click here.](#)

Make all checks payable to Royal Restrooms of California. If payment is not received per terms of agreement signed, applicable late fees will be applied.If you have any questions concerning this invoice, call Us at 877-922-9980 california@royalrestroomsca.com

THANK YOU FOR YOUR BUSINESS!

TAXABLE SUBTOTAL	\$9,200.00
TAX RATE	9.250%
SALES TAX	\$851.00
NON TAXABLE SUBTOTAL	\$3,100.00
TOTAL	\$13,151.00



INVOICE

24/7 Emergency 800-742-7246
www.rainforrent.com

Rain For Rent
Bakersfield
4001 State Rd
Bakersfield CA 93308
United States
661-399-1724

Your sales person	REMIT PAYMENTS TO:
JESSE PINTOR	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1169502 CUSTOMER CITY OF PORTERVILLE CUSTOMER # 112354 NAME CITY OF PORTERVILLE ADDRESS 291 N MAIN ST PORTERVILLE CA 93257 PHONE	INVOICE# 1854595	INVOICE DATE 3/30/2023	PO or JOB# 23-22734	PAYMENT DUE 4/29/2023
PLEASE PAY				\$77,396.67
SHIPPED TO JOBSITE:				
NAME CITY OF PORTERVILLE ADDRESS Corporation Yard 555 N Prospect St Porterville CA 93257 PHONE				

Notes:

Requested by: Michael Knight
PO Number: 23-22734

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Pump BA150E D285 Tlr Mt Diesel Eng Hatz 4H50TIC	1022734		SALES		0.00	\$65,685.06	\$65,685.06	Y
1.00	EA	Shipping/Handling Freight	M240			SERVICES	0.00	\$5,158.57	\$5,158.57	Y

TOTAL SALES:	\$65,685.06
TOTAL RENTALS:	\$0.00
TOTAL SERVICES:	\$5,158.57
TOTAL OTHER:	\$0.00
SUBTOTAL:	\$70,843.63
TAX:	\$6,553.04

TOTAL:	\$77,396.67
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FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept
all terms, conditions and provisions hereof upon execution of this agreement;
ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____

Mike Clark Trucking
19385 Avenue 144
Porterville, CA 93257 US
+1 5597845486
mct3desk1@yahoo.com



INVOICE

BILL TO

City of Porterville
Street Superintendent, Field
Service Div.
555 N. Prospect
Porterville, Ca 93257

INVOICE # 2637**DATE** 03/23/2023**DUE DATE** 04/25/2023**TERMS** Net 30

DATE	FREIGHT	ACTIVITY	FREIGHT BILL	RATE	AMOUNT
03/23/2023	8.80	Super 10	7383117 - Luque	120.00	1,056.00
03/23/2023	9.70	Super 10	7383219 - Luque	120.00	1,164.00
03/23/2023	9.70	Super 10	7383046 - Luque	120.00	1,164.00
03/23/2023	9.80	Super 10	8432857 - Luque	120.00	1,176.00
03/23/2023	7.30	Super 10	9281272 - Luque	120.00	876.00

Thank you for your business!

SUBTOTAL	5,436.00
TAX	0.00
TOTAL	5,436.00
BALANCE DUE	\$5,436.00

A finance charge of 1.5% monthly/18% annually will be charged on accounts over 30 days past due. In the event a suit is brought to enforce collection, the customer shall be liable for responsible attorneys fees and costs of the suit.



Name of person in charge: Amy Greybehl

Event Date: Start 5/5/23 month to month Price Per Guard: _____

Event Time: 8pm-8am How many guests: open

(Overtime is billed at \$35 per hour) _____ Invite Only: Y/N

Event Location: 29 ~~44~~ Plano St

City: Porterville State: CA

Zip: 93257 Special Instructions/ Directions for Event:

2 guards, check-in Guest by 8pm, lock gates, lights off by 10pm.

Balance Due for guaranteed hours \$: 18,000 - updated

Third Party Information- Please Print Clearly

Financially Responsible Party (Client):

City of Porterville - Army National Guard

Clients Contact Phone

Number: 559-782-7521

Client Email

Address: agreybehl@ci.porterville.ca.us

Clients Home

Address: City

City: Porterville State: CA Zip: 93257

Wedding/Prom/ Anniversary? Other: _____

Payment Information:

The parties have read all pages of this Agreement & the attached Terms and Conditions, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement and Terms & Conditions. Each person signing as the Client below shall be responsible for ensuring that full payment is made as stated in this document. Client agrees that a 30% non-refundable retainer will be due immediately to reserve date and time as listed on contract.

Venmo: _____ @Chris-Morton-80 Zelle: _____ (559)756-4570

Cashapp: _____ \$maddym90 Check: X* Cash: _____

*Payment to be issued upon completion of a City of Porterville Business License Application

Client Initials: AG

Date: 5/5/23

You are a valued customer of Topknotch Security INC, and we want you to enjoy our guards' services. To ensure that the integrity of our officers is maintained for you and all of our customers, the following Terms & Conditions apply to all services provided by Topknotch Security INC, under all circumstances and without exception.

The purchaser (client) on the front of this contract is 100% responsible for his or her guests.

Topknotch Security INC will strictly enforce State and Federal Laws and will maintain a zero-tolerance compliance policy that no alcoholic beverages can be consumed or used by any person not of legal drinking age. All U.S. law enforcement agencies have absolute power to stop any event for administrative search. If contraband is found, even in negligible quantities without the officers knowledge, they can seize and forfeit the contraband to a local government agency. All law enforcement agencies are aggressively enforcing this policy.

Topknotch Security INC will not be responsible for injuries that may occur due to fighting while the event is ongoing. Topknotch Security INC will do their best to defuse any situation verbally, if Topknotch Security INC feels as if our officers cannot control the situation, we will be forced to contact the local law enforcement.

At the officer's discretion, the Client agrees to be fully liable for any damages / charges that may be incurred.

The Client accepts full responsibility for any and all damage, and for any loss of income due to negligence or carelessness caused by any member of the client's group at any time during the event. The Client authorizes Topknotch Security INC to charge for the expenses regardless of and in addition to any prior agreements or understandings. These charges are necessary due to the high cost of insurance, health insurance, uniforms, and due to the revenue and time lost during the time that the officer cannot work.

Please initial here to acknowledge the charges should any damages occur. AG

- Topknotch Security INC recommends that all and any personal valuables be removed from the vehicle when unattended. We will not be held responsible for any lost, stolen, or damaged articles.

- Topknotch Security INC reserves the right to terminate this or any other contract for noncompliance of the above requests, especially if responsible party does not follow Topknotch Security INC, requests to obey the rules in this contract.

Any deposits (cash, checks or course of payment) will be non-refundable for any reason, if any cancellation occurs from the responsible party's side. If for any reason the local law enforcements shuts the event down for any reasons, payment is non-refundable. The open balance is due immediately the day before the agreed job. The renter authorizes the immediate 30% non-refundable retainer & the final payment, states that she/he is the authorized purchaser for this rental contract, the authorized party for the given payment, responsible and liable for payment of the total amount, per cash or other payments. As with all contracts, the rental contract between the mentioned person as renter (Client) and Topknotch Security INC is made with the information and the terms given to us. I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract.

Client Initials: AG Date 5/5/23

All of the given information from the Client is binding and cannot be changed without Topknotch Security INC acceptance. If the contract is cancelled after it is signed, Topknotch Security INC is still authorized to collect the remaining balance in full, if the officers does not go out again on the cancelled date for the same or higher amount. We will reserve the set date upon the approval of the purchaser's preferred payment as per telephone conversation. The responsible party gives authorization to use the payment information over the phone / fax / Internet in combination with a signed contract. It is agreed that it is not necessary to obtain a signed slip, as the reservation is made over the phone / fax / Internet. Proof of identity of the purchaser using said credit card must be supported by the signed contract or in person. At time of event we need the full payment, state identification of the purchaser that authorizes the transaction for the signed contract. If the purchaser cannot provide all of the above items at the time of event, Topknotch Security INC will not start the job, as we have no proof of the legal possession of payment. Therefore the risk of not getting paid will give us the right to cancel. The purchaser is still fully responsible to pay the total amount as he failed to provide the above requirements.

Topknotch Security INC cannot guarantee the availability of overtime. It is of particular importance that the purchaser makes allowances for anticipated delays and adheres to the agreed time schedule. In the event that the purchaser wants to change the time of the itinerary, they may do so, only if Topknotch Security INC can accommodate other clients that booked with Topknotch Security INC prior to or after the said time. The purchaser further agrees to pay additional charges incurred such as overtime and or more officers. The overtime will be billed by hourly rate at \$35.00 per hour, unless negotiated otherwise. If customer fails to cancel at the last minute, the full amount of contracted time will be charged.

The purchaser authorizes Topknotch Security INC to charge any additional charges after they have rendered services to the purchasers' as supplemental charge. If cash payment is selected, the payment is due no later than the close of the next business day in full. Customer agrees to have Topknotch Security INC get an authorization for the above course of payment and amount, for the event stated above.

If any payment due hereunder is unpaid (10) ten days after the due date, hereon Topknotch Security INC will have the right to add and collect late charges with interest at the maximum rate allowed by law. All such sums are due and owing with any other expenses, (filing fees, court cost, and reasonable attorney fees, etc.)

I fully understand and agree to everything stated in the contract and the Terms & Conditions. If, for any reasons, I am not fully satisfied with the services I receive, I have 24 hours after the completion of the job to file a complaint in writing. If Topknotch Security INC, does not receive my written complaint in the above stated timeframe, I agree that there is no valid complaint, and I am fully satisfied with the services I received. Filing a written complaint insures both parties that it is fully understood what the problem was and will help Topknotch Security INC to assist the responsible parties in any kind of resolution to the complaint. The purchaser will be contacted within a week of the complaint to settle the matter. I understand that this is a separate case from the main contract and therefore have no dispute in general against Topknotch Security INC and the payment I authorized.

Since Topknotch Security INC offers high-tech-equipment, sometimes heat and excessive use of all power-operated equipment might be subject to having more breaks for our officers. This will, of course, not interfere with the safety of the party itself and therefore will have no effect on continuing or paying of the contracted event. Topknotch Security INC guarantees that all our officers are constantly trained to keep the highest possible standards and eliminate such failures as much as possible. We have the right to add more officers in case of emergency or the event is getting bigger than contracted. As stated, this will only happen in emergencies, and to upgrade, never downgrade. If the upgrade is needed, Topknotch Security INC gives the customer the right to downsize the event and receive additional charges. Additional charges will occur on the customer's side if an upgrade is made. Topknotch Security INC will notify the responsible party if more officers and hours are needed, as well as how much more the cost will be.

If any of our above guarantees or contracted terms cannot be met due to conditions outside of our control, including weather, accidents, and any other acts of incidents, we will use our best efforts to notify the customer of these conditions and resulting delays or changes.

I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract and the Terms & Conditions.

Client Signature Amy Graybehl Date 5/5/23
Topknotch Security Representative Signature Madeline M. Foster Date 5/3/25

ADDITIONAL REMARKS:

- 1 officer roaming & 1 officer checking in guest
- Roaming grounds and making sure lights out at 10 pm
- Making sure no guest leave after 8pm
- Roaming the whole grounds and the animals



SECURITY SERVICES AGREEMENT

AGREEMENT PREPARED FOR: **City of Porterville: Shelter**
July 15, 2023



Good Guard Security, Inc.

21622 Plummer St, Suite 200, Chatsworth, CA 91311

1-800-651-0491 ext 1061

info@goodguardsecurity.com

www.GoodGuardSecurity.com

SERVICE DETAILS

Client Service Address:	29 N Plano St, Porterville, CA 93257
Client Billing Address:	29 N Plano St, Porterville, CA 93257
Service Hours:	7 Day(s) / 07:30 PM - 08:30 AM / 13 Hours / Monday - Sunday
Location Contact & Telephone Number:	Amy Graybehl 559-782-7521
Email:	agraybehl@ci.porterville.ca.us
Rate (U.S. Dollars):	\$28.95 (Per Hour Per Guard)
Holiday Rate	\$43.45 (Per Hour Per Guard)
Service Commencement Date:	07/17/2023 @ 07:30 PM
Payment Terms:	Bi-weekly
Permanent/Temporary:	Permanent 3 Month Minimum (30 Day Cancellation Notice)
Uniform:	Professional Security Uniform
Additional Charges:	N/a
Security Service Description:	2 Professional Unarmed Guard(s) 1 Guard will be intaking clients and the other guard will be patrolling the facility. Note: Providing a visual deterrent to any outside danger. Security officers will make sure there isn't anyone vandalizing the premises, or trying to break into the property. Loss prevention.

This SECURITY SERVICES AGREEMENT ("Agreement") is entered into upon mutual execution hereof by and between GOOD GUARD SECURITY, a California corporation, Private Patrol Operator (PPO) License #120362 (hereinafter, "Company") and **City of Porterville** (hereinafter, "Client"), with respect to the following:

- RATES:** Service Rates are subject to adjustment for any change in any law, causing a change in work hours, wage rates, working conditions or other costs to Company.
- PAYMENT:** Invoices will be submitted either bi-weekly or monthly, upon mutual agreement between Company and Client, and are payable on receipt at the address on the invoice. A late charge of 1 ½ % per month will be added to balances not paid within seven days.
- EMPLOYEES:** (a) Personnel supplied by Company are its employees and not Client's. Company is solely responsible for social security, unemployment and similar taxes applicable to its employees.
(b) Company is a Federal Government Contractor and complies with Executive Order 11246, as amended: Section 503 of the Rehabilitation Act of 1973, as amended: Section 402 of Vietnam era Veterans' Readjustment Assistance Act of 1974 and related regulations. Company's employees will be assigned without regard to race, color, creed, sex, and national origin, handicap conditions that do not impair job performance or veteran status.
(c) Client may reasonably remove any employee assigned provided such removal is not in violation of law. In the event any employee is removed at Client's request, Client agrees to indemnify and hold Company harmless from any claims, demands, liabilities, judgments, losses, suits, damages, fines, penalties, and expenses including reasonable attorney's fees and defense costs (hereinafter collectively "Claim(s)") that may arise there from.
- OVERTIME:** Overtime rates shall apply to work on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas; work on any additional holidays listed and any extra hours exceeding 8-hours a day or 40-hours per week. Coverage for labor disputes, civil disorders or natural disaster, or special assignment or agreement is not included except as described in the Service Rate Classification. Additional overtime rates shall not apply to situations where an employee of Company already on-duty covers hours for a "called-off" employee and thus works over 8-hours in his/her shift.
- PROPERTY/EQUIPMENT:** All property and equipment furnished by Company for performance of its services under this Agreement, regardless of whether portable or stationary, shall be considered the personal property of Company, and shall remain the personal property of Company after termination of this Agreement. Upon the termination of this Agreement, the Company shall have reasonable access and time to remove its property from Client's property. Client shall not be responsible for any of Company's personal property which is stolen, damaged or missing from the property in the absence of Company's supervision.
- KEYS/ACCESS:** Company shall not be provided a master key (or its equivalent) to the property or any portion thereof, except for such location(s) that are to be exclusively used by Company's guards or other personnel. Notwithstanding anything to the contrary in this Agreement, Company shall not be responsible for any damages including, without limitation, any costs incurred in re-keying or changing locks caused by the loss or theft of such key(s).
- NON-COMPETITION:** Client, its affiliates, agents, and other related persons or entities hereby agree not to hire any Company staff, employees, or personnel for a period of at least one (1) year after such person has terminated his/her employment with Company. Client further agrees not to prepare to engage in competition with Company, solicit,

divert, poach, or encourage any of the Company staff, employees, or personnel to stop working with Company, or to solicit, divert, poach, encourage, or facilitate them to work with Client, any affiliate of Client, or any related person or entity of Client. Client recognizes that Company has a significant investment in the recruitment and training of its employees and guards to be providing services under this Agreement, and that these personnel are a valuable asset to Company. As it is impractical and extremely difficult to fix the actual damages which may result from the loss of such employees and guards, Client agrees that if Client (or its affiliates, agents, and other related persons or entities) is in breach of this section of the Agreement, then Client shall be required to pay to Company for each such employee (or former employee employed by Company) the sum of \$7,500.00. Such fee is expressly agreed to be considered liquidated damages, and not a penalty.

8. **LIABILITY AND INDEMNITIES:** (a) Client agrees that Company is not an insurer and that the amounts payable hereunder are based upon the value of service offered and not the value of Client's interests being protected or the property of Client or others located on Client's premises. Accordingly, Company undertakes no liability to Client and makes no representation, express or implied, that its service will prevent occurrences or their consequences, which result in loss or damage. (b) Client agrees that Company shall not be liable for any claims incurred or asserted by Client, irrespective of origin, to persons or property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this agreement or by negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (c) The services provided under this Agreement are solely for the benefit of Client and neither this Agreement nor any services rendered hereunder confer any rights on any other party as a third-party beneficiary or otherwise and Client agrees to indemnify and hold Company harmless from and against any claims made by a third party(s), including, but not limited to, injury, death or damage or loss of property, arising from the negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (d) If, at Client's request, Company employees undertake duties or are requested to use equipment or vehicles other than as agreed to in writing by Company, Client shall be solely responsible for and shall indemnify and hold Company harmless from and against any claims arising there from, including, but not limited to, claims arising from the negligent acts or omissions including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (e) Client hereby waives any and all rights of subrogation that any insurer of Client may have against Company. (f) Where Company is entitled to indemnification, Company shall have the right to tender defense of the claim to Client.
9. **FORCE MAJEURE:** The obligations of Company hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, or events beyond Company's reasonable economic control.
10. **HAZARDOUS OR DEFECTIVE CONDITIONS/MATERIALS:** (a) Client agrees that it will comply with OSHA Hazard Communication Standards and will indemnify and hold Company harmless from all claims, including injuries to Company's employees arising out of a condition existing at Client's premises or Client's violation of any safety or health related law or regulation. (b) Client further agrees to: (1) make available to Company the Material Safety Data Sheet for each hazardous chemical to which Company's employees may be exposed at Client's premises; (2) inform company of (A) precautionary measures that need to be taken to protect Company's employees and (B) Client's hazardous material labeling system.
11. **INSURANCE:** Client agrees to assume all risk of loss or damage to its premises, business and property of others on Client's premises occurring as a result of fire, theft or other casualty and Client agrees that it will maintain insurance to fully protect Client against such loss or damage. Accordingly, Client waives its right of recovery against Company of any such loss or damage, however caused.
12. **TERMINATION OF SERVICES:** Except as otherwise provided in this Agreement, this Agreement may be terminated for non-performance by either party, provided that such party has given the others reasonable time to correct any instances of such non- performance. If either party fails to correct such non-performance, the Agreement may be terminated, provided that such party has given the others at least thirty (30) days advance written notice of such intention. Notwithstanding the foregoing and for all other intentions, termination of services by Client must be preceded by at least thirty (30) days advance written notice of such intention to terminate services. Minimum 3-Month Service Agreement from start date.
13. **ENTIRE AGREEMENT AND INTERPRETATION:** This Agreement constitutes the entire agreement and understanding between the parties, and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect. This Agreement shall be governed under the law of the State of its performance and if any provision shall conflict therewith, such provision shall be interpreted to remove such conflict, so that this Agreement and all its other provisions shall remain in full force and effect.
14. **DEFAULT:** Company may terminate this Agreement immediately and exercise such other rights and remedies as permitted by law, if Client fails to pay any amount when due or if any proceeding is commenced or threatened by or against Client under the Bankruptcy Code or any other Debtor's law, or if Client makes or threatens to make an assignment for the benefit of creditors.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed this Agreement as of the date first above written:

By GOOD GUARD SECURITY:

Brady Osorto

(Authorized Representative Signature)

Brady Osorto / Business Development Manager

(Print Name & Title)

By CLIENT:

(Authorized Representative Signature)

(Print Name & Title)

CHAPTER 9

CIVIL DEFENSE AND DISASTER

SECTION:

9-1: Purpose Of Chapter

9-2: Definitions

9-3: Emergency Council

9-4: Officers Of Emergency Council

9-5: Emergency Council Meetings

9-6: Duties Of Emergency Council

9-7: Powers Of Chairman Of Emergency Council

9-8: Exercises Or Drills

9-9: Acts Authorized Under Certain Conditions

9-10: Emergency Services Coordinator

9-11: Powers And Duties Of Coordinator

9-12: Emergency Powers Of Coordinator

9-13: Emergency Services Organization

9-14: Functions And Duties Of Emergency Service Organization

9-15: Acts Unlawful During Disasters

9-16: Penalty For Violation Of Chapter

9-1: PURPOSE OF CHAPTER:

The purposes of this chapter are to provide for the preparation and carrying out of plans for disaster and emergency services, the protection of persons and property within the city of Porterville in the event of a disaster, and to provide for the coordination of the disaster and emergency functions of the city with all other affected persons and agencies, both public and private. Any expenditures made in connection with such disaster or emergency services, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property in the city. (Ord. 987 § A, 10-6-1970)

9-2: DEFINITIONS:

Except where the context otherwise requires, the following definitions shall govern the construction of this chapter:

DISASTER: Actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic, riot, earthquake or other public calamity. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES: The preparation for carrying out disaster functions, other than functions for which military forces are primarily responsible, and to prevent, minimize and repair injury and damage resulting from disasters. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES OFFICE: The physical facilities constituting the Tulare operational area's primary emergency operating center, and the necessary staff and personnel to operate such facilities on a day to day or disaster emergency basis.

TULARE OPERATIONAL AREA: The unincorporated area of the county, and the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake. (Ord. 987 § A, 10-6-1970)

9-3: EMERGENCY COUNCIL:

The emergency council of the Tulare operational area is hereby created and shall consist of the following members:

A. The chairman of the board of supervisors of the county. Said board of supervisors shall appoint an additional member of said board to serve as an alternate member of the emergency council when the chairman is absent from the county or is not immediately available to perform his duties.

B. The mayors of the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake, or alternates appointed by the respective city councils.

C. Two (2) persons residing in the unincorporated area of the county who shall be appointed by the other members of the emergency council.

D. The emergency services coordinator of the county, who shall be an ex officio member and who shall not be entitled to a vote at the meetings of the emergency council. (Ord. 987 § A, 10-6-1970)

9-4: OFFICERS OF EMERGENCY COUNCIL:

The officers of the emergency council shall be a chairman, and such other officers as the council may deem necessary. The chairman of the board of supervisors shall serve as chairman of the council. When he is absent from the county or is not immediately available to perform his duties, the other member of the board of supervisors who is a member of the council shall serve as chairman. (Ord. 987 § A, 10-6-1970)

9-5: EMERGENCY COUNCIL MEETINGS:

The emergency council may hold regular meetings at a time and place established by the council. Special meetings of the council shall be called in accordance with section 54950 et seq., of the Government Code of the state of California. Special meetings may be called by the chairman or the alternate chairman designated pursuant to section 9-4 of this chapter. The council shall meet at least four (4) times each year. The council shall have the power to adopt rules and regulations governing the conduct of its meetings. (Ord. 987 § A, 10-6-1970)

9-6: DUTIES OF EMERGENCY COUNCIL:

It shall be the duty of the emergency council to review and recommend for adoption by the board of supervisors and the respective city councils, disaster and mutual aid plans and agreements, and such ordinances, resolutions, rules, regulations and budgets as are necessary to implement such plans and agreements. (Ord. 987 § A, 10-6-1970)

9-7: POWERS OF CHAIRMAN OF EMERGENCY COUNCIL:

The chairman of the emergency council is hereby empowered to perform the following acts:

A. Serve as the emergency services director of the Tulare operational area.

B. Request the city council of the city of Porterville to proclaim the existence or threatened existence of a local emergency and the termination thereof, if the city council is in session, or to issue such a proclamation if the city council is not in session, subject to confirmation by the city council at the earliest practicable time.

C. Request the mayor to request the governor to proclaim a state of disaster when in the opinion of the chairman the resources of the area are inadequate to cope with the disaster on a local basis. (Ord. 987 § A, 10-6-1970)

9-8: EXERCISES OR DRILLS:

The chairman of the emergency council shall order an exercise or drill of the entire emergency services organization at least once each year, and a minimum of two (2) exercises or drills for selected portions of the emergency operating center staff each year. Participation in required state or federal exercises, special drills for communications, radiological, fire, law enforcement or other specific services shall be in addition to the exercises or drills required hereinabove. (Ord. 987 § A, 10-6-1970)

9-9: ACTS AUTHORIZED UNDER CERTAIN CONDITIONS:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor or the director of the California disaster office, or in the event of a war caused state of

extreme emergency, the chairman, as the emergency services director of the Tulare operational area, is hereby empowered to perform the following acts:

A. Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster; provided, however, that such rules and regulations must be confirmed at the earliest practicable time by the emergency council.

B. Subject to the approval of the city council, to obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property of the people, and to bind the city for the fair value thereof and, if required, to commandeer the same immediately for public use.

C. Require emergency services of any city officer or employee, and in the event of the proclamation of a state of disaster or extreme emergency by the governor in the region in which the city is located, to commandeer the aid of as many citizens as he thinks necessary in the execution of his duties. Such persons shall be entitled to all privileges, benefits and immunities which are provided by state law for registered civil defense and disaster volunteer workers.

D. Requisition any necessary equipment or materials from any city department or agency.

E. Execute all of the special powers conferred upon him by this chapter or by resolution adopted pursuant thereto, all powers conferred upon him by any statute, by any agreement approved by city council, or by any other lawful authority. (Ord. 987 § A, 10-6-1970)

9-10: EMERGENCY SERVICES COORDINATOR:

There is hereby created the position of emergency services coordinator of the Tulare operational area who may be referred to as the coordinator. He shall serve as the executive officer of the Tulare operational area and his staff shall serve as the staff of the emergency services office. The board of supervisors of the county of Tulare shall consider the recommendations of the emergency council in the appointment or dismissal of the coordinator. (Ord. 987 § A, 10-6-1970)

9-11: POWERS AND DUTIES OF COORDINATOR:

The coordinator shall have the following general powers and duties:

A. Represent the emergency council and its chairman as their executive officer for the purpose of coordinating all efforts within the Tulare operational area for the accomplishment of the purposes of this chapter.

B. Identify and define questions of authority and responsibility that may arise between persons and agencies referred to in section 9-13 of this chapter and submit recommendations for resolving such matters to the chairman.

C. Represent the Tulare operational area in all dealings with public or private agencies pertaining to disaster or civil defense, when authorized by the chairman.

D. Prepare an operational plan with necessary service annexes and standing operating procedures to provide administrative guides for the Tulare operational area.

E. Plan and conduct exercises and drills, as ordered by the chairman, for the emergency services organization or for the emergency operating center staff. (Ord. 987 § A, 10-6-1970)

9-12: EMERGENCY POWERS OF COORDINATOR:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor, or in the event of a war caused state of extreme emergency, the coordinator is hereby empowered to perform the following acts:

A. Activate the emergency operating center including calling in, as necessary, service chiefs, standby staff and service dispatchers.

B. Cause the dissemination of appropriate warning signals and issue suitable advisory information to the emergency council, the emergency services organization and the public.

C. Advise the California disaster office of the local situation.

D. Request mutual aid through the California disaster office if local deficiencies of personnel and/or equipment are indicated by the service chiefs.

E. Order the provision of security for the emergency operating center and communications staff. (Ord. 987 § A, 10-6-1970)

9-13: EMERGENCY SERVICES ORGANIZATION:

All officers and employees of the county and the cities included in the Tulare operational area, together with those volunteer forces enrolled to aid them during a disaster and all groups, organizations and persons, including persons commandeered under the provision of subsection 9-9C of this chapter who by operation of law or agreement may be charged with duties incident to the protection of life and property in the city during such disaster, shall constitute the emergency service organization of the Tulare operational area. (Ord. 987 § A, 10-6-1970)

9-14: FUNCTIONS AND DUTIES OF EMERGENCY SERVICE ORGANIZATION:

The functions and duties of the emergency services organization shall be distributed among such divisions, services and special staff as the emergency council shall prescribe by resolution, subject to the approval of the board of supervisors of the county and the respective city councils. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the federal government and the California disaster office. (Ord. 987 § A, 10-6-1970)

9-15: ACTS UNLAWFUL DURING DISASTERS:

It shall be unlawful for any person to perform any of the following acts during a disaster:

A. Wilfully obstruct, hinder or delay any member of the emergency services organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed upon him by virtue of this chapter.

B. To do any act forbidden by any lawful rules or regulations issued pursuant to this chapter, if such act is of such a nature as to give, or be likely to give, assistance to the enemy, or to imperil the lives or property of inhabitants of the city, or to prevent or delay the defense or protection thereof.

C. To wear, carry or display, without authority, any means of identification specified by the civil defense and disaster agency of the federal government or the state of California. (Ord. 987 § A, 10-6-1970)

9-16: PENALTY FOR VIOLATION OF CHAPTER:

Any person violating any of the provisions of this chapter which are declared to be unlawful shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment in the Tulare County jail for not more than six (6) months, or by both such fine and imprisonment. (Ord. 987 § A, 10-6-1970)

State of California

GOVERNMENT CODE

Section 8558

8558. Three conditions or degrees of emergency are established by this chapter:

(a) “State of war emergency” means the condition that exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that an enemy attack is probable or imminent.

(b) “State of emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, electromagnetic pulse attack, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a “state of war emergency,” which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

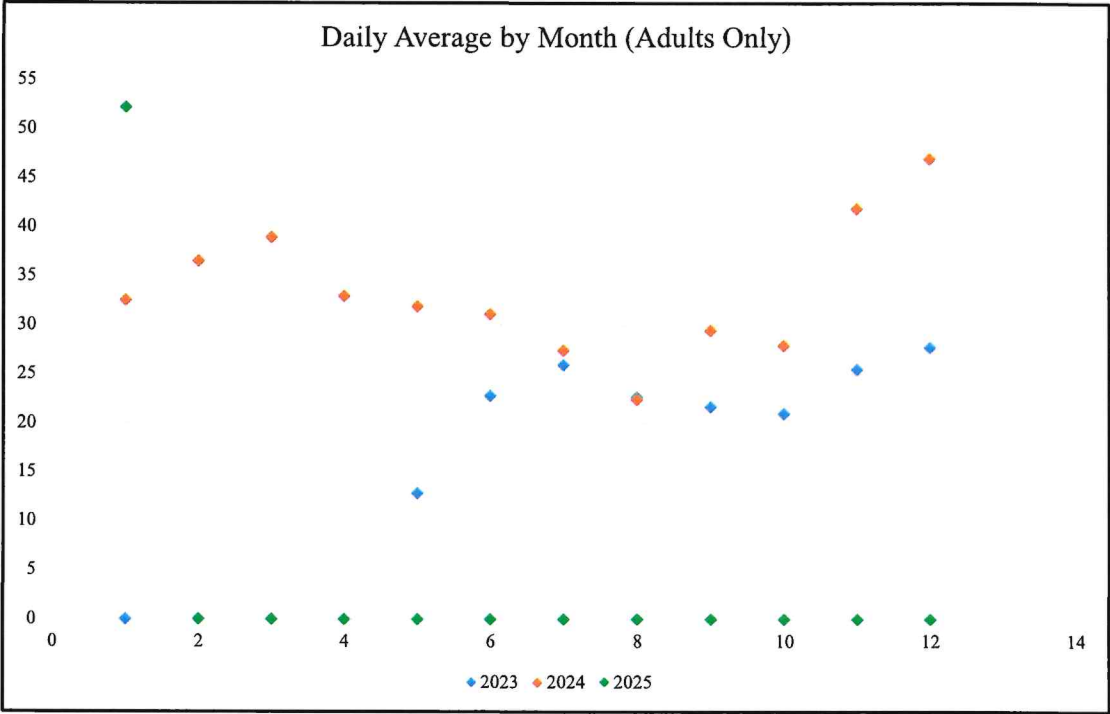
(c) (1) “Local emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, deenergization event, electromagnetic pulse attack, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage or deenergization event that requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(2) A local emergency proclaimed as the result of a deenergization event does not trigger the electric utility obligations set forth in Public Utilities Commission Decision 19-07-015 or its successor decisions as related to deenergization events. A local emergency proclaimed as the result of a deenergization event does not alter the electric

utilities' Public Utilities Commission-approved cost-recovery mechanisms for their own costs associated with deenergization events.

(Amended by Stats. 2022, Ch. 537, Sec. 1. (SB 468) Effective January 1, 2023.)

Daily Average by Month (Adults Only)			
	2023	2024	2025
January	-	32.55	52.19
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
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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
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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
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Tuesday, October 3, 2023	18	2	4
Wednesday, October 4, 2023	22	2	4
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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
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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
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Saturday, November 4, 2023	22	1	3
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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
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Monday, November 13, 2023	27	1	3
Tuesday, November 14, 2023	24	1	3
Wednesday, November 15, 2023	29	1	3
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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
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Thursday, November 30, 2023	27	0	3
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Wednesday, December 6, 2023	30	0	3
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Friday, December 8, 2023	29	0	3
Saturday, December 9, 2023	25	0	3
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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
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Monday, January 22, 2024	36	1	4
Tuesday, January 23, 2024	34	1	4
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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
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Friday, February 2, 2024	36	1	5
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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
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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
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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
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Thursday, March 7, 2024	36	0	9
Friday, March 8, 2024	37	0	9
Saturday, March 9, 2024	37	0	9
Sunday, March 10, 2024	41	0	9
Monday, March 11, 2024	41	0	9
Tuesday, March 12, 2024	42	0	9
Wednesday, March 13, 2024	40	0	9

Thursday, March 14, 2024	40	0	9
Friday, March 15, 2024	42	0	9
Saturday, March 16, 2024	39	0	9
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Monday, March 18, 2024	40	0	9
Tuesday, March 19, 2024	42	0	9
Wednesday, March 20, 2024	38	0	9
Thursday, March 21, 2024	35	0	9
Friday, March 22, 2024	37	0	9
Saturday, March 23, 2024	42	0	9
Sunday, March 24, 2024	42	0	9
Monday, March 25, 2024	41	0	9
Tuesday, March 26, 2024	41	0	9
Wednesday, March 27, 2024	44	0	9
Thursday, March 28, 2024	40	0	9
Friday, March 29, 2024	45	0	9
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Thursday, April 4, 2024	38	0	9
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
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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
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Tuesday, April 30, 2024	28	0	8
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Thursday, May 2, 2024	26	0	9
Friday, May 3, 2024	29	0	9
Saturday, May 4, 2024	29	0	9
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Monday, May 6, 2024	30	0	9
Tuesday, May 7, 2024	30	0	9
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Friday, May 10, 2024	32	0	9

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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
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Sunday, June 2, 2024	34	0	10
Monday, June 3, 2024	33	0	9
Tuesday, June 4, 2024	27	0	8
Wednesday, June 5, 2024	32	0	9
Thursday, June 6, 2024	31	0	9
Friday, June 7, 2024	30	0	8
Saturday, June 8, 2024	33	0	9

Sunday, June 9, 2024	36	0	9
Monday, June 10, 2024	35	0	9
Tuesday, June 11, 2024	34	0	8
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
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Tuesday, July 2, 2024	35	0	11
Wednesday, July 3, 2024	27	0	9
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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
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Friday, July 19, 2024	20	0	7
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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
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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
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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
Wednesday, January 15, 2025	55	0	5
Thursday, January 16, 2025	59	0	4
Friday, January 17, 2025	53	0	5
Saturday, January 18, 2025	51	0	5
Sunday, January 19, 2025	57	0	6
Monday, January 20, 2025	55	0	6
Tuesday, January 21, 2025	58	0	6
Wednesday, January 22, 2025	54	0	5
Thursday, January 23, 2025	57	0	6
Friday, January 24, 2025	56	0	6
Saturday, January 25, 2025	54	0	5
Sunday, January 26, 2025	54	0	5

Monday, January 27, 2025

55

0

6



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: El Malecon Modifications of Conditional Use Permit (CUP)

SOURCE: Community Development

COMMENT: At its meeting on March 6, 2018, the City Council approved Conditional Use Permit No. PRC 2018-007-C (Resolution No. 09-2018) to allow for the sale of alcohol under a Type 41 On-Sale Beer and Wine license for Mariscos El 30, located at 58 E. Mill Ave.

In 2020, there was a change of ownership, and the business was renamed to El Malecon. There has been no substantial change to the operation, building, or land use since the change in name and ownership.

The current owner has requested the modification of CUP PRC 2018-007-C to change from a Type 41 On-Sale-Beer and Wine alcohol license to a Type 47 On-Sale General-Eating Place alcohol license to allow for the sale of beer, wine, and distilled spirits. The project is located in the DR-N (Downtown Retail-North of Olive Avenue) Zone District and has a General Plan Land Use designation of Downtown Retail. This business is located in the Downtown Overlay. It qualifies as a bona-fide public eating place for the purposes of ABC licensing.

Section 301.02 of the Porterville Development Ordinance requires approval of a Conditional Use Permit for any use involving the sale of alcoholic beverages. Any changes to the operation of the business, including a change in ABC license would require a modification to the original Conditional Use Permit.

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 38.02 and allows for three (3) On-Sale and four (4) Off-Sale alcohol licenses, without being deemed over-concentrated. Census Tract 38.02 currently contains fifteen (15) On-Sale licenses for alcohol sales and seven (7) Off-Sale licenses for alcohol sales. Whenever the ratio of On-Sale alcohol licenses to population in a census tract exceeds the average ratio for the county, an “undue concentration” of licenses is determined to exist. Approval of the requested modification to Conditional Use Permit No. PRC 2018-007-C would not change the number of On-Sale licenses within the census tract, as it would be a

change from an existing Type 41 On-Sale alcohol license to a Type 47 On-Sale-General alcohol license. The current hours of operation are 10 a.m. to 10 p.m. and no changes to the hours of operations have been requested. Other conditions of the original permit include no live entertainment and no advertising of alcohol products on the exterior of this building. Any substantial change to the business or its operation would require the modification of this conditional use permit.

BACKGROUND:

ANALYSIS: Porterville Development Ordinance Section 604.04 requires that the Council makes the following findings prior to approving a CUP:

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.

The project will further the following General Plan policies:

- ED-G-2: Retain, improve, and promote existing businesses in Porterville.
 - ED-G-5: Retain existing local businesses and foster local start-ups.
 - ED-G-7: Create an image for Porterville that will attract and retain economic activity.
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.

There is no change to the size or design of the building. The change of the alcohol license to a Type 47 On-Sale General is allowed within the DR-N Zone District, the implementing zone for the Downtown Retail General Plan Land Use designation and is not a substantial change from the original Type 41 On-Sale-Beer and Wine; therefore, the project is consistent with the General Plan.

Staff recommends the approval of Modification No. 1 to Conditional Use Permit (PRC 2018-007-C) for El Malecon to change from a Type 41 On-Sale-Beer and Wine alcohol license to a Type 47 On-Sale General license.

ENVIRONMENTAL On January 23, 2025, the Environmental Coordinator made a
REVIEW: preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to Section 15301,

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 15301 (Existing Facilities) of the California Code of Regulations; and
3. Adopt the draft resolution approving Modification No. 1 to Conditional Use Permit (PRC 2018-007-C) for a Type 47 On-Sale General alcohol license.

ATTACHMENTS:

1. Locator Map
2. ABC Licenses Map
3. Reso 09-2018
4. Draft Resolution

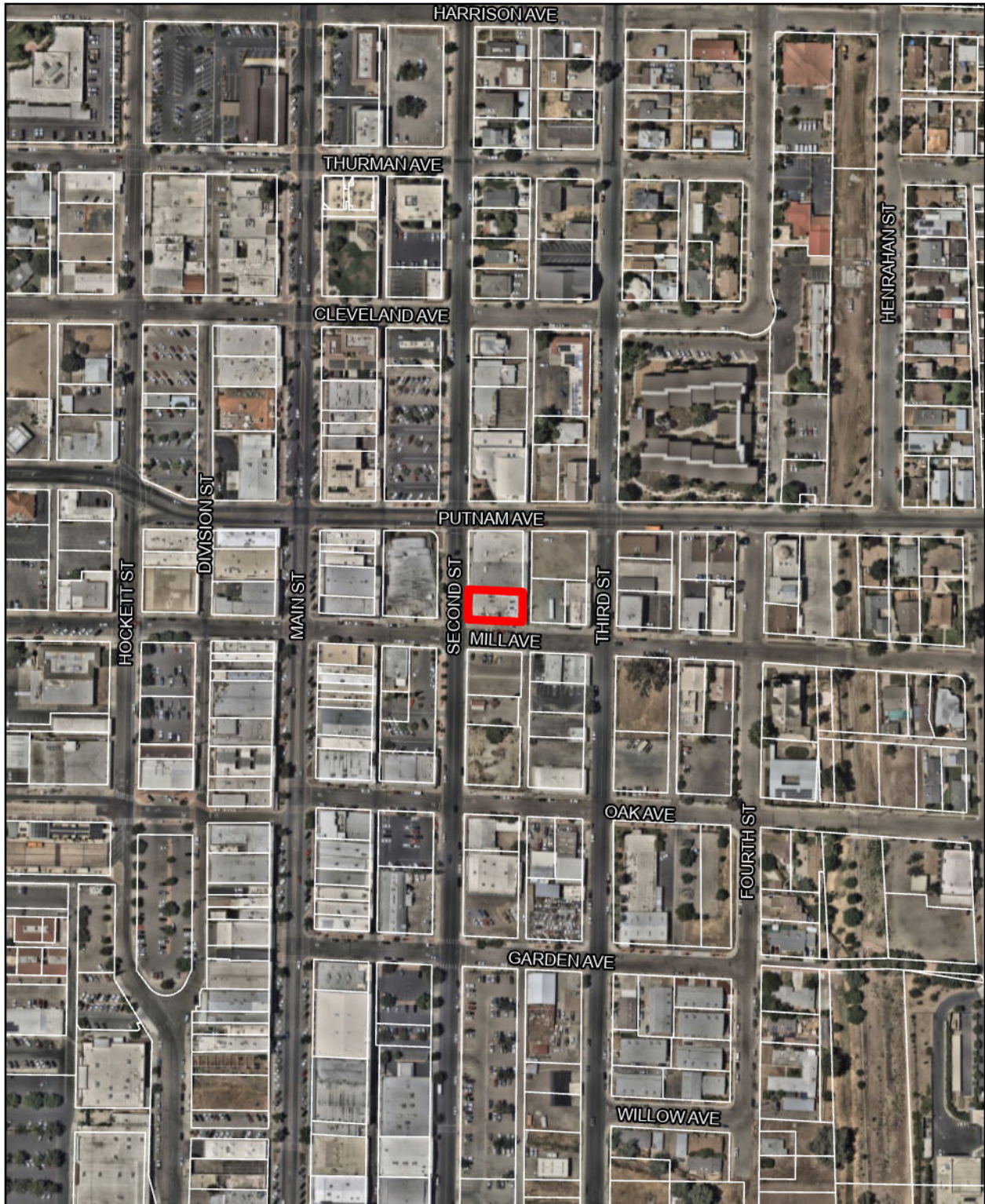
Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Jason Ridenour, Interim City Manager

Locator Map PRC 2024-037



**Malecon CUP
Modification
@58 E. Mill Ave**

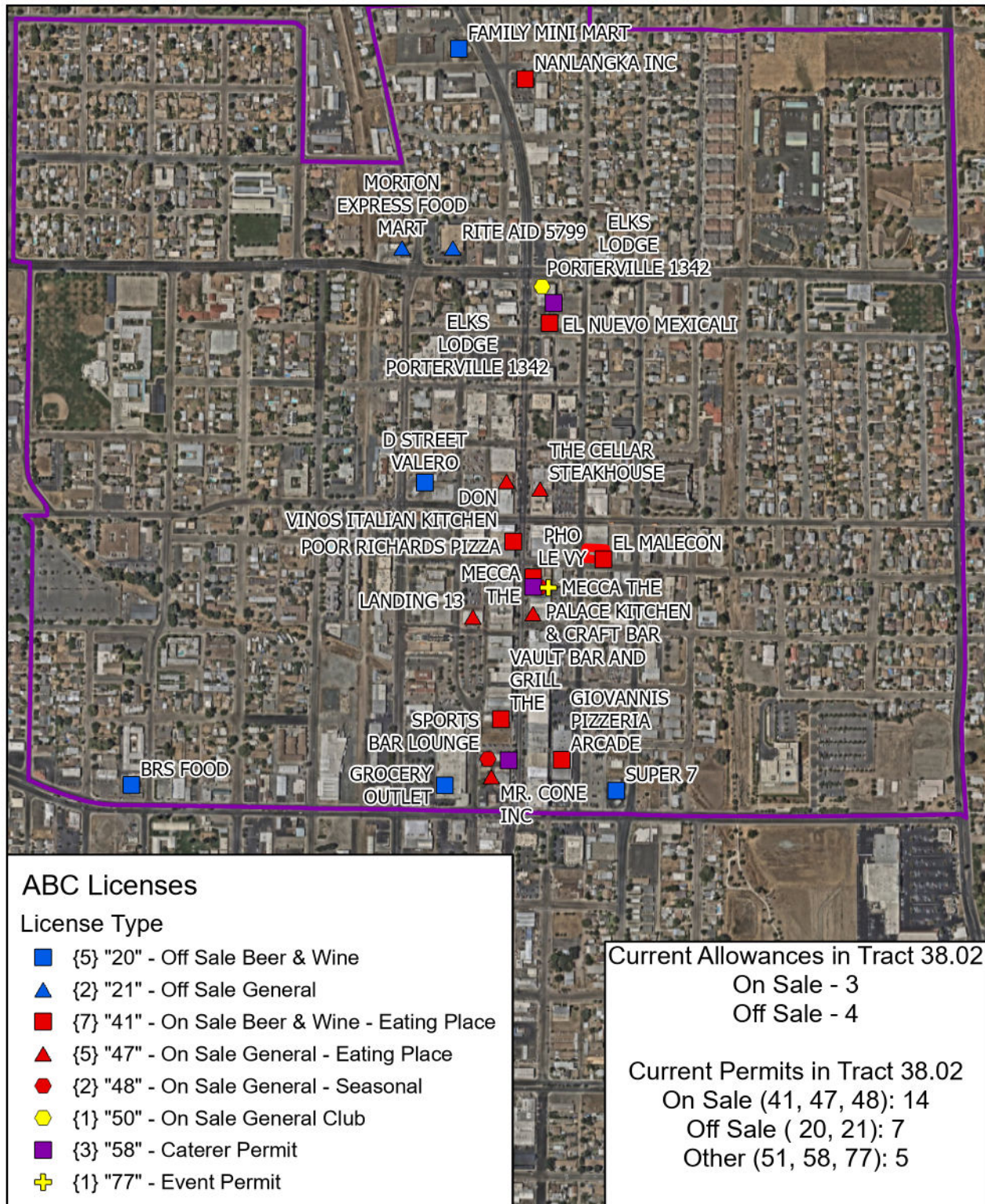
 Project Location

1 in = 300 feet



Date Printed: 11/26/2024 by the Community Development Department

ABC Map PRC 2024-000



Name of PRC
Address of PRC

■ Project Location
■ Census Tract 38.02

1 in = 800 feet



RESOLUTION NO. 09-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF CONDITIONAL USE
PERMIT (PRC 2018-007-C) TO ALLOW FOR THE SALE OF ALCOHOL UNDER A TYPE
41 ON-SALE (BEER AND WINE) ALCOHOL LICENSE FOR MARISCOS EL 30, A BONA-
FIDE PUBLIC EATING PLACE LOCATED AT 58 E. MILL AVENUE

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of March 6, 2018, conducted a public hearing to consider Conditional Use Permit (PRC 2018-007-C) to allow for the sale of alcohol under a Type 41 (Beer and Wine) alcohol license for a restaurant located at 58 E. Mill Avenue; and

WHEREAS: On February 22, 2018, the Environmental Coordinator made a preliminary determination that the project is exempt from California Environmental Quality Act pursuant to the "General Rule" exemption §15061(b)(3), that CEQA applies only to projects which have the potential for causing a significant effect on the environment; 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 Census Tract 38.02; 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. That 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 subject site is consistent with the General Plan Land Use Designation and Zoning Standards for DR-N (Downtown Retail - North of Olive Avenue). The DR-N designation is intended to maintain the pedestrian-and transit-oriented environment of retail, restaurants, services and government offices with active commercial uses on the ground floor in the heart of Porterville's Downtown. The proposed restaurant with alcohol sales would suit the purpose of the zone designation. The restaurant is a permitted use in the DR-N Zone, and alcohol sales may be permitted in that zone with the requested Conditional Use Permit.

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, 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 consumption of alcohol on premises, in association with the Type 41 on-sale license shall be exclusively confined to the interior of the building.

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 this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit.

3. This project is exempt from CEQA pursuant to §15061(b)(3) that CEQA only applies to projects which have the potential for causing a significant effect on the environment.
4. The California Department of Alcoholic Beverage Control (ABC) allows for a specific number of licenses per census tract, based on population. Whenever the ratio of licenses to population in a census tract exceeds the average ratio for the county, and “undue concentration” of licenses is determined to exist. The subject site is located within Census Tract 38.02; this tract contains 19 license for alcohol sales: twelve on-sale and seven off-sale. In Census Tract 38.02, three on-sale and three off-sale are permitted without being deemed over-concentrated. Due to the over concentration of on-sale licenses a Letter of Public Convenience and Necessity is required.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2018-007-C) subject to the following conditions:

1. No advertising of alcohol products shall be displayed and/or viewed from the outside of the building.
2. Live entertainment or dancing is not permitted; if in the future the license holder seeks to pursue such associated activities, a modification to this permit would be considered by the City Council.
3. Hours of operation are limited to 10:00 am to 10:00 pm, seven days per week.

PASSED, APPROVED AND ADOPTED this 6th day of March, 2018.



Brian E. Ward, Mayor Pro Tem

ATTEST:
John D. Lollis, City Clerk

By 
Patrice Hildreth, Chief Deputy City Clerk

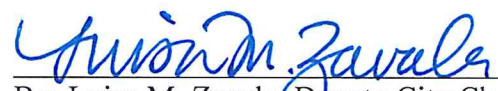
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

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 6th day of March, 2018.

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, 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 2018-007-C TO
UPGRADE FROM A TYPE 41 ON-SALE - BEER AND WINE ALCOHOL LICENSE TO
A TYPE 47- ON SALE GENERAL – EATING PLACE ALCOHOL LICENSE FOR EL
MALECON, A BONA-FIDE PUBLIC EATING PLACE LOCATED AT 58 E. MILL
AVENUE**

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of February 4, 2025, conducted a public hearing to consider Modification No. 1 to Conditional Use Permit (PRC 2018-007-C) to upgrade from a Type 41 On-Sale-Beer and Wine alcohol license to a Type 47 On-Sale General-Eating Place alcohol license for El Malecon restaurant located at 58 E. Mill Avenue; and

WHEREAS: On January 24, 2025, a notice was published in the Porterville Recorder setting the date, and place of public hearing for February 4, 2025, and similar notices were sent to owners of property located within 500 feet radius of the site and posted at City Hall and the City's website announcing the same; and

WHEREAS: On March 6, 2018, the City Council of the City of Porterville conducted a public hearing and adopted Resolution No. 09-2018 approving Conditional Use Permit (PRC 2018-007-C), to allow for the sale of alcohol under a Type 41 On-Sale-Beer and Wine alcohol license for Mariscos el 30 located at 58 E. Mill Ave.

WHEREAS: The Conditional Use Permit (PRC 2018-007-C) was approved for Mariscos El 30, owned by Jose Rene Lopez.

WHEREAS: In 2020, there was a change in ownership from Jose Rene Lopez to Juan Carlos Morales Dias.

WHEREAS: In 2020, there was a change in name from Mariscos El 30 to El Malecon.

WHEREAS: On February 4, 2025, the City Council opened a public hearing to consider Modification No. 1 of Conditional Use Permit PRC 2018-007-C, for El Malecon, in response to the applicant's request to upgrade from a Type 41 On-Sale-Beer and Wine alcohol license to a Type 47 On-Sale General Eating Place alcohol license to allow for the sale of beer, wine, and distilled spirits in conjunction with El Malecon, a bona-fide public eating place, located at 58 E. Mill Ave.

WHEREAS: On January 23, 2025, the Environmental Coordinator made a preliminary determination that the project is exempt from 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 2018-007-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 alcohol license; 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. 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 of Downtown Retail and Zoning Standards for DR-N (Downtown Retail - North of Olive Avenue).
3. The Downtown Retail designation is intended to maintain the pedestrian-and transit-oriented environment of retail, restaurants, services and government offices with active commercial uses on the ground floor in the heart of Porterville's Downtown. The proposed restaurant with alcohol sales would suit the purpose of the zone district. The restaurant is a permitted use in the DR-N Zone, and the sale of alcohol under a Type 47 On-Sale General – Eating Place alcohol license would also be allowed with the modification of the existing CUP (PRC 2018-007-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 38.02 and allows for three (3) On-Sale and four (4) Off-Sale alcohol licenses, without being deemed over-concentrated. Census Tract 38.02 currently contains fifteen (15) On-Sale licenses for alcohol sales and seven (7) Off-Sale licenses for alcohol sales.

Whenever the ratio of On-Sale alcohol licenses to population in a census tract exceeds the average ratio for the county, an “undue concentration” of licenses is determined to exist. Approval of the requested modification to Conditional Use Permit No. PRC 2018-007-C would not change the number of On-Sale licenses

within the census tract, as it would be a change from an existing Type 41 On-Sale-Beer and Wine alcohol license to a Type 47 On-Sale-General-Eating Place alcohol license.

6. 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, welfare, or materially injurious to properties or improvements in the vicinity.

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 2018-007-C) subject to following conditions:

1. The development shall comply with conditions from Conditional Use Permit (PRC 2018-007-C) as outlined in Resolution No. 09-2018.
2. Approval of Modification No. 1 to Conditional Use Permit (PRC 2018-007-C) by the City Council, shall expire two (2) years after the date of approval if the Type 47 On-Sale General – Eating Place alcohol license is not undertaken, actively and continuously pursued within two (2) years. 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.
3. 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.
4. 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.
5. 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 (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 applies has been conducted in a manner detrimental to the public safety, health and welfare or so as to be a nuisance.
- The hours of operation during which alcoholic beverages may be sold shall be limited to 10:00 am to 10:00 pm. Any amendment to business hours that would modify this condition will be subject to a modification of this permit.
- All activities associated with the proposed use shall be exclusively confined to the interior of the building to the extent the permitted by the California Department of Alcohol Beverage Control.

PASSED, APPROVED AND ADOPTED this 4th day of February, 2025.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

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



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Establishment of an Ad Hoc Heritage Committee

SOURCE: City Manager's Office

COMMENT: At its meeting on January 21, 2025, the City Council provided direction to staff to bring an item forth to establish an Ad Hoc Heritage Committee comprised of two Council Members. The scope 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. The Council took action to appoint Mayor Meister and Vice Mayor McKervey to the proposed ad hoc committee.

Pursuant to that direction, a draft resolution has been prepared for Council consideration. It is proposed that the Committee be staffed at the discretion of the City Manager.

RECOMMENDATION: That the City Council consider approving the draft resolution establishing an Ad Hoc Heritage Committee.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

RESOLUTION NO. ____-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE ESTABLISHING
AN AD HOC HERITAGE COMMITTEE**

WHEREAS, on July 4, 2026, the United States of America will commemorate and celebrate the 250th anniversary of the signing of the Declaration of Independence; and

WHEREAS, on July 31, 2026 the City of Porterville will commemorate and celebrate the 100th anniversary of the filing of the original City Charter; and

WHEREAS, an ad hoc committee is temporary, time-specific and/or task-oriented bodies, and the City Council desires to have an advisory committee comprised of two City Council Members to advise the City Council on the planning of celebrations and signage commemorating 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.

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

1. An ad hoc Heritage Committee is hereby established, comprised of two City Council Members and supported by staff as determined by the City Manager.
2. Said Committee will meet on an as-needed basis to review matters related to 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, and to then make recommendations to the City Council.

PASSED, APPROVED, AND ADOPTED this 4th day of February, 2025.

Greg Meister, Mayor

ATTEST:

Jason Ridenour, Interim City Clerk

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



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Establishment of a Downtown Porterville Committee

SOURCE: City Manager's Office

COMMENT: At its meeting of January 21, 2025, the City Council provided direction to staff to bring a Resolution forth to establish a standing Downtown Porterville Committee comprised of seven members, including two City Council Members and five public members. The Council provided direction that public membership is to be comprised of owners of businesses in Downtown Porterville and the Porterville Chamber of Commerce. The scope of the committee is to be advisory to the City Council on matters pertaining to Downtown Porterville.

Pursuant to that direction, a draft resolution has been prepared for Council consideration. It is proposed that the Committee be staffed at the discretion of the City Manager.

RECOMMENDATION: That the City Council adopt the draft Resolution establishing the Downtown Porterville Committee and consider appointment of two City Council Members to serve on the Downtown Porterville Committee.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

RESOLUTION NO. -2025

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE ESTABLISHING A STANDING
DOWNTOWN PORTERVILLE COMMITTEE**

WHEREAS, since the City of Porterville's incorporation in 1902, Downtown Porterville has been the "heart of the City; and

WHEREAS, Main Street supports significant cultural and governmental buildings as well as specialty retail stores and restaurants; and

WHEREAS, the City of Porterville General Plan Land Use Guiding Policy 2 is to maintain a well-defined, compact urban form with Downtown as the "heart of the City"; and

WHEREAS, it is a priority to continue to revitalize Downtown, attracting and retaining specialty retail and restaurant business that enhance Porterville's unique character that reflects local history and culture;

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

1. A Standing Downtown Porterville Committee is hereby established.
2. The Committee shall have seven total members, including two City Council Members, and five members of the public comprised of Downtown business owners and Porterville Chamber of Commerce, supported by staff as determined by the City Manager.
3. Said Committee will meet on an as-needed basis to review matters pertaining to Downtown Porterville and to then make recommendations to the City Council.

PASSED, APPROVED, AND ADOPTED this 4th day of February, 2025.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

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



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Establishment of a Charter Review Committee

SOURCE: City Manager's Office

COMMENT: On January 21, 2025, the City Council provided direction on the establishment of a Charter Review Committee to undertake a review of the City Charter to make recommendations regarding potential amendments to be placed on the ballot in 2026.

The City Council directed staff to bring forth a draft resolution establishing a nine-member Charter Review Committee and determined that each Council Member would select one committee member from their respective district, with the remaining four committee members being selected by a majority of the City Council. Additionally, the Council established committee eligibility criteria, requiring Charter Review Committee members to be registered voters who reside within the city limits of Porterville. The committee will undertake a comprehensive review of the City Charter and make recommendations to the City Council. In accordance with the attached timeline, if the draft Resolution is adopted, staff will publicize the newly established committee and solicit requests for appointment from interested individuals.

RECOMMENDATION: That the City Council consider adoption of the draft Resolution and direct staff to advertise for the Charter Review Committee membership.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

RESOLUTION NO. ____-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE ESTABLISHING A CHARTER REVIEW COMMITTEE**

WHEREAS, the City of Porterville filed a City Charter and became a Charter City in 1926; and

WHEREAS, the City Charter is able to be amended by a vote of the citizens in an election; and

WHEREAS, the City Council of the City of Porterville desires to establish a nine-member Charter Review Committee, comprised of Porterville citizens who are registered to vote, to undertake a comprehensive review of the City Charter and make recommendations to the City Council; and

WHEREAS, the City Council desires to have the Mayor, Vice Mayor, and City Council members each appoint one Charter Review Committee Member from their district, and to have four additional members be appointed by a majority vote of the City Council;

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

1. A Charter Review Committee is hereby established, to be comprised of nine Porterville citizens registered to vote.
2. The Mayor, Vice Mayor, and City Council members shall each appoint a committee member, and four additional committee members shall be appointed by a majority vote of the City Council.
3. Said Committee will meet on an as-needed basis to review matters pertaining to the review of the Porterville City Charter and to then make recommendations to the City Council.

PASSED, APPROVED, AND ADOPTED this 4th day of February, 2025.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

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



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Consideration of Sponsorship of Porterville Little League

SOURCE: City Manager's Office

COMMENT: At its meeting on January 21, 2025, the City Council approved Mayor Meister's request for an item to be added to the February 4, 2025, agenda to consider allocating funds from the City Council Special Purposes Reserve funds to sponsor Porterville Little League.

It is proposed that the City Council would sponsor the Porterville Little League 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 fence in center field at the Burton Ballfields.

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 \$96,250.16. 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 Little League.

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 LITTLE LEAGUE**

WHEREAS, there is interest in allocating funds to be used in connection with Porterville Little League for the benefit of youth baseball 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 baseball in connection with Porterville Little League;

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

1. The City Council finds that supporting Porterville Little League for the benefit of youth baseball 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 Little League.

PASSED, APPROVED, AND ADOPTED this 4th day of February, 2025.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

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



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Review of Weed Abatement and Homeless Encampment Abatement

SOURCE: Parks and Leisure Services

COMMENT: At its meeting on January 21, 2025, the City Council approved Vice Mayor McKervey's request for an item to be added to the February 4, 2025, agenda to review weed abatement and homeless encampment abatement efforts. The City, under the Parks and Leisure Services Department, currently manages its own weed abatement and encampment abatement operations through two respective crews, a weed abatement crew and an encampment abatement crew. The City's Parks and Leisure Services Department has administered the City's weed abatement program since 2021. Prior to that, the City contracted out weed abatement services which were managed by the City's Code Enforcement Division. The primary focus of the weed abatement crew is clearing areas that could pose fire hazards due to overgrown vegetation. This is done by clearing weeds, brush and combustible debris from designated areas like roadsides, rights-of-way, and properties considered fire hazards. These duties are performed using hand tools, power equipment, heavy equipment and herbicides. The City's weed abatement staffing consists of two full-time and eight part-time personnel. Weed Abatement Parks Maintenance Worker II salary range is \$3,504-\$4,276, and part-time Weed Abatement Workers rate is \$16.50 per hour. The weed abatement crew performs various other duties throughout the year in the rare times they are not performing weed abatement including tree maintenance and other special projects.

The weed abatement team and Fire Department are currently planning for the impending weed abatement season. This year the city has received 52 percent of average rainfall for this time of year, and it is expected to be a challenging weed abatement season. Staff is expecting to receive an updated fire hazard map from the California Department of Forestry and Fire Protection, which is anticipated to demonstrate reclassification of fire hazard threat zones within the city. This is reflective in the weed abatement budget, which is trending higher than anticipated.

The City initiated an encampment abatement program, under the Parks and Leisure Services Department, in July 2024. This program is responsible for encampment cleanups on City property, as well as those on private property that do not get cleaned up in a timely manner by the

property owner. Staffing for the encampment abatement program consists of one full-time and up to four part-time personnel. The full-time Encampment Maintenance Worker salary range is \$3,683-\$4,494, and part-time Encampment Maintenance Workers rate is \$17.50 per hour. To date the team has abated 275 encampments. The encampment abatement process is initiated by community complaints, referrals from City Departments, and the Police Department's active engagement. The Police Department seeks compliance and abatement of the encampment by the individuals contacted. A majority of the encampments are removed with the initial Police Department contact and are not required to be processed through the formal encampment abatement process. The goal of the encampment abatement team is to cleanup the noticed encampment the day stated on the legal notice. The team has been successful in meeting this goal for 93 percent of the cases since inception and have met the goal for 96 percent of the cases in the last 90 days.

Large encampment enforcement efforts are made throughout the city, including along the Tule River and the Porter Slough. The Police Department, Fire Department, Public Works Department, and Parks and Leisure Services Department all play integral roles in these large-scale projects. Coordination between multi-department personnel, equipment, enabling water levels, and timing all have to happen and must coincide with legal notices posted notifying the individuals of the impending cleanup of unattended areas.

In this first fiscal year of the encampment abatement program, due to more encampments needing to be cleaned up than predicted, this program budget is trending over its original budget estimate. The encampment crew has been able to keep up with the daily work orders submitted and coinciding 72-hour notices distributed by the Police Department. The efficiency of these programs along with accompanying budgets will continue to be evaluated by staff on an annual basis.

Staff has evaluated the reclassification of the weed abatement personnel to align with the classification and salary range of the homeless encampment abatement personnel. The estimated budgetary impact for this adjustment would equate to an increase of approximately \$29,344 annually. Should the City Council desire to change the salary range prior to the end of the fiscal year, the impact would be proportionally estimated at \$12,227. The City will begin negotiations with all represented bargaining groups this spring with the goal of entering into a new agreement prior to July 1, 2025. The proposed adjustment is able to be included in the negotiation process to be considered by the City Council. These proposed changes along with any additional considerations that arise from labor negotiations will be evaluated and considered with the development of the 2025/26 budget.

RECOMMENDATION: That the City Council provide direction to staff regarding the weed abatement program.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Jason Ridenour, Interim City Manager



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Consideration to Rebrand Transit Vehicles

SOURCE: Public Works

COMMENT: At its meeting on January 21, 2025, the City Council approved Vice Mayor McKervery's request for an item to be added to the February 4, 2025, agenda to explore options for rebranding the City's transit vehicles. The current transit vehicle branding has been in place since 2019. The request aims to modernize the fleet's appearance while aligning with the City's heritage by incorporating an American Flag theme and the City's motto "In God We Trust."

The Transit Division currently operates a fleet consisting of 16 transit buses, 14 shuttle vans, and 8 minivans. Over the last 17 years, the branding of the fleet has changed multiple times:

- 2007-2010: Green and White wave design
- 2013: Orange and Green wave design
- 2019-2020: transPORT branding for battery-electric vans and minivans
- 2021: American Flag design on three battery-electric buses

The attached Existing Transit Vehicle Branding document provides a visual reference for those different branding iterations.

Rebranding the transit vehicles presents an opportunity to: 1) enhance public perception of the City's transit services, 2) improve brand consistency across all vehicles, 3) increase public awareness of transit availability and reliability, and 4) promote civic identity through design elements that reflect the City's culture and vision.

To assist in exploring design options, staff worked with Transit Media, Inc. to develop the attached conceptual designs, estimate, and timeline based on the American Flag theme and the City's motto "In God We Trust." The estimated timeline for completion is 130 days, targeting completion by the end of June 2025. The total estimated cost for rebranding is \$285,116.64.

The cost to rebrand each vehicle type varies depending on existing

Item No. 21.

branding and paintwork. Below is a breakdown of estimated costs:

Vehicle Type	Number of Vehicles	Cost per Vehicle	Total Cost
Mini Vans	8	\$2,651.84	\$21,214.71
Shuttle Vans (GP)	3	\$3,786.64	\$11,359.92
Shuttle Vans (Ford)	12	\$5,825.60	\$69,907.20
Transit Buses (2007)*	4	\$14,014.00	\$56,056.00
Transit Buses (2010)*	5	\$14,014.00	\$70,070.00
Transit Buses (2013-2015)*	4	\$14,014.00	\$56,056.00
Transit Buses (2022)	3	\$150.94	\$452.81
Total Estimated Cost			\$285,116.64

If the Council chooses not to wrap the 11 vehicles scheduled for replacement (9 transit buses and 2 shuttle vans), the total project cost could be reduced by \$131,429.68.

Funding for the rebranding initiative can be sourced from the Transit Division's operating budget, with financial assistance provided by the Federal Transit Administration (FTA) covering up to 50% of the cost. The remaining 50% would be covered by Local Transportation Funds (LTF) as the local match.

RECOMMENDATION: That the City Council provide direction regarding the rebranding of the City's transit vehicles, including modifying the design approach or branding elements and the number of vehicles based on Council preferences.

ATTACHMENTS:

1. Existing Transit Vehicle Branding
2. Conceptual Design
3. Estimate

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Jason Ridenour, Interim City Manager

Existing Transit Vehicle Branding

American Flag Theme – Transit Bus



Orange & Green Theme



Original Green & White Theme



transPORT Theme – Shuttle Van



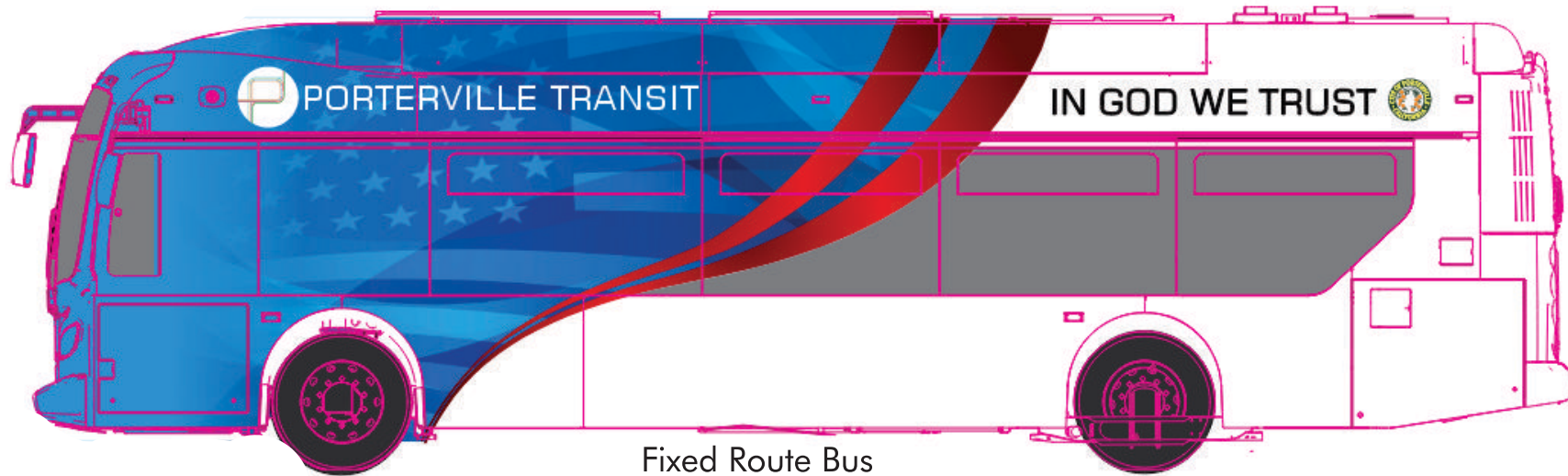


transPORT Theme – Minivan



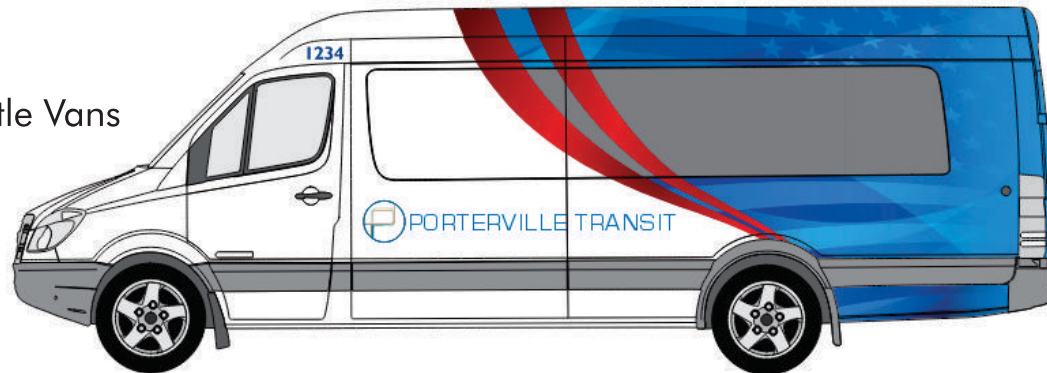
design concept [PT]

fleet refresh

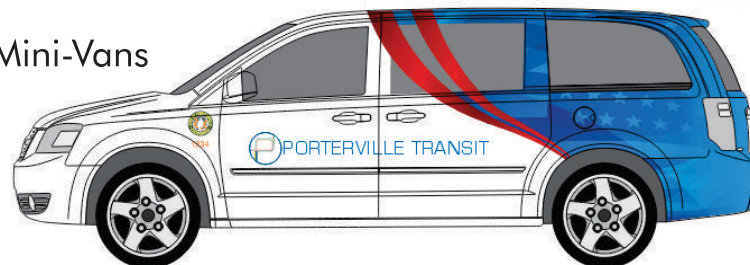


Fixed Route Bus

Mid-Size Shuttle Vans



Mini-Vans



estimate [PT]

fleet refresh

note

This is an estimate only based on the current design on the New Flyer buses.

These numbers reflect a full color change on Ford eTransit vans and El Dorado buses (all models).

Actual cost may vary depending on final design selected.

Model	Veh No.	Print	Inst	Subtotal	TAX 9.25%	TOTAL			
Braun Entrvn	8103	1,614.47	888.03	2,502.50	149.34	2,651.84			
Braun Entrvn	8105	1,614.47	888.03	2,502.50	149.34	2,651.84			
Braun Entrvn	8106	1,614.47	888.03	2,502.50	149.34	2,651.84			
Braun Entrvn	8107	1,614.47	888.03	2,502.50	149.34	2,651.84			
Braun Entrvn	8108	1,614.47	888.03	2,502.50	149.34	2,651.84			
Braun Entrvn	8109	1,614.47	888.03	2,502.50	149.34	2,651.84			
Braun Entrvn	8110	1,614.47	888.03	2,502.50	149.34	2,651.84			
Braun Entrvn	8111	1,614.47	888.03	2,502.50	149.34	2,651.84			
GP Mo Ev Star	8124	2,288.00	1,287.00	3,575.00	211.64	3,786.64			
GP Mo Ev Star	8125	2,288.00	1,287.00	3,575.00	211.64	3,786.64			
GP Mo Ev Star	8126	2,288.00	1,287.00	3,575.00	211.64	3,786.64			
Ford eTransit	8112	3,520.00	1,980.00	5,500.00	325.60	5,825.60			
Ford eTransit	8113	3,520.00	1,980.00	5,500.00	325.60	5,825.60			
Ford eTransit	8114	3,520.00	1,980.00	5,500.00	325.60	5,825.60			
Ford eTransit	8115	3,520.00	1,980.00	5,500.00	325.60	5,825.60			
Ford eTransit	8116	3,520.00	1,980.00	5,500.00	325.60	5,825.60			
Ford eTransit	8117	3,520.00	1,980.00	5,500.00	325.60	5,825.60			
Ford eTransit	8118	3,520.00	1,980.00	5,500.00	325.60	5,825.60			
Ford eTransit	8119	3,520.00	1,980.00	5,500.00	325.60	5,825.60			
Ford eTransit	8120	3,520.00	1,980.00	5,500.00	325.60	5,825.60			
Ford eTransit	8121	3,520.00	1,980.00	5,500.00	325.60	5,825.60			
Ford eTransit	8122	3,520.00	1,980.00	5,500.00	325.60	5,825.60			
Ford eTransit	8123	3,520.00	1,980.00	5,500.00	325.60	5,825.60			
2007 El Dorado	8168	8,800.00	4,400.00	13,200.00	814.00	14,014.00			
2007 El Dorado	8169	8,800.00	4,400.00	13,200.00	814.00	14,014.00			
2007 El Dorado	8170	8,800.00	4,400.00	13,200.00	814.00	14,014.00			
2007 El Dorado	8171	8,800.00	4,400.00	13,200.00	814.00	14,014.00			
2010 El Dorado	8175	8,800.00	4,400.00	13,200.00	814.00	14,014.00			
2010 El Dorado	8176	8,800.00	4,400.00	13,200.00	814.00	14,014.00			
2010 El Dorado	8177	8,800.00	4,400.00	13,200.00	814.00	14,014.00			
2010 El Dorado	8178	8,800.00	4,400.00	13,200.00	814.00	14,014.00			
2010 El Dorado	8179	8,800.00	4,400.00	13,200.00	814.00	14,014.00			
2013 El Dorado	8190	8,800.00	4,400.00	13,200.00	814.00	14,014.00			
2013 El Dorado	8191	8,800.00	4,400.00	13,200.00	814.00	14,014.00			
2015 El Dorado	8192	8,800.00	4,400.00	13,200.00	814.00	14,014.00			
2015 El Dorado	8193	8,800.00	4,400.00	13,200.00	814.00	14,014.00			
2022 New Flyer	8210	85.80	57.20	143.00	7.94	150.94			
2022 New Flyer	8211	85.80	57.20	143.00	7.94	150.94			
2022 New Flyer	8212	85.80	57.20	143.00	7.94	150.94			

		Braun Entervan		# Days to	Est. Total
# Vehicles	Subtotal	Install (ea)		Days	
8	21,214.71	2		16	

		Make/Model		# Days to	Est. Total
# Vehicles	Subtotal	Install (ea)		Days	
3	11,359.92	2		6	

		Ford eTransit		# Days to	Est. Total
# Vehicles	Subtotal	Install (ea)		Days	
12	69,907.20	3.5		42	

		2007 El Dorado		# Days to	Est. Total
# Vehicles	Subtotal	Install (ea)		Days	
4	56,056.00	5		20	

		2010 El Dorado		# Days to	Est. Total
# Vehicles	Subtotal	Install (ea)		Days	
5	70,070.00	5		25	

		2013/15 El Dorado		# Days to	Est. Total
# Vehicles	Subtotal	Install (ea)		Days	
4	56,056.00	5		20	

		New Flyer Subtotal		# Days to	Est. Total
# Vehicles	Subtotal	Install (ea)		Days	
3	452.81	0.1		0.3	

TOTAL

Print	Inst	Subtotal	TAX	TOTAL	Estimated total days to complete project:
176,677.16	92,096.84	268,774.00	16,342.64	285,116.64	129.3



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Consideration to Amend FY 2024-25 Transit Division Budget and Program of Projects

SOURCE: Public Works

COMMENT: At the City Council meeting held on June 18, 2024, the Council adopted the FY 2024-25 Transit Operating and Capital Improvement Program (Program of Projects). The Program of Projects was subsequently forwarded to the Tulare County Association of Governments (TCAG) for inclusion in the statewide Federal Transportation Improvement Program (FTIP). This inclusion allows the City to submit Federal Transit Administration (FTA) grant applications, including Section 5307 and 5339 funding.

On August 6, 2024, the Council adopted Resolution 57-2024 amending the FY 2024-25 Transit Division Budget and Program of Projects to address departmental needs and allocate federal funding. This amendment increased the total financial assistance from \$9,458,400 to \$15,567,225 and raised the local match requirement from \$2,497,284 to \$5,979,288.

Due to final reconciliation with the Tulare County Regional Transit Agency (TCRTA) and the allocation of new SB 125 funding, it is necessary to amend the FY 2024-25 budget again. The proposed amendment increases federal and state capital financial assistance from \$15,567,225 to \$16,409,654 while reducing the local match funding requirement from \$5,979,288 to \$5,935,774. Total budget increases from \$21,546,513 to \$22,345,428.

The attached FY 2024-2025 Program of Projects provides a complete list of operating and capital improvement projects, including the integration of new SB 125 funding to design the new maintenance facility and updates to project cost estimates to critical facility and infrastructure improvements.

RECOMMENDATION: That the City Council:
1. Approve the draft resolution adopting the amended FY 2024-2025 Transit Division Budget and Program of

Projects;

2. Authorize staff to submit necessary updates to TCAG and the FTA; and

3. Direct staff to report back on the status of key projects during the next quarterly update.

ATTACHMENTS:

1. Draft Resolution
2. Program of Projects_1.21.25
3. Staff Report - 8-6-2024
4. Resolution 57-2024 - 8-6-2024

Appropriated/Funded:

Review By:

Department Director:

Richard Tree, Director of Transportation

Final Approver: Jason Ridenour, Interim City Manager

RESOLUTION NO. _____-2025

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF PORTERVILLE
RESCINDING RESOLUTION NO. 57-2024 AND ADOPTING THE AMENDED
TRANSIT BUDGET AND PROGRAM OF PROJECTS FOR
FISCAL YEAR 2024-2025**

WHEREAS: The City Council previously adopted Resolution No. 57-2024 on August 6, 2024, approving the Transit Operating and Capital Improvement Budget for Fiscal Year 2024-25; and

WHEREAS: After further review and adjustments, the City Council has determined that updates to the Transit Budget are necessary to better address the fiscal and operational requirements of the Transit Division for Fiscal Year 2024-25; and

WHEREAS: The amended budget has been prepared and presented by the City Manager for City Council consideration, including revised allocations and expenditures (Attachment A); and

WHEREAS: The City Council after thorough review, has determined said amended budget, as modified and corrected, is in all respects suitable and adequate for the purposes of said budget and covers the necessary expenditures of the Transit Division of the City of Porterville for the 2024-2025 Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED:

1. Rescission of Prior Resolution: Resolution No. 57-2024 is hereby rescinded in its entirety.
2. Adoption of Updated Budget: The City of Porterville Transit Budget for 2024-2025 fiscal year is adopted in the following amounts:

Operating Budget	\$5,956,402
Capital Projects	<u>\$16,389,026</u>
Total	<u>\$22,345,428</u>
3. Staff will update Council on the condition of the budget and ongoing validity of assumptions utilized to create it during the months of November, February and May of the fiscal year, or at any time information becomes available that would alter the viability of this budget.
4. Increased service levels that require additional appropriations shall not be implemented without prior City Council approval.

PASSED, APPROVED AND ADOPTED this 4th day of February 2025.

Greg Meister, Mayor

ATTEST:

Jason Ridenour, Interim City Clerk

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

**ATTACHMENT A
CITY OF PORTERVILLE
ANNUAL BUDGET
2024 – 2025
AMENDED**

TRANSIT FUND

The Transit Fund was established in fiscal year 1982-83 to account for the income and expenses of the Demand Response and Fixed Route transit programs which are operated by a private contractor. Prior to 1982-83, this fund was combined with the Special Gas Tax Fund.

Revenue sources include Local Transportation Fund (LTF) derived from the ¼ -cent general sales tax and the State Transit Assistance Fund (STAF) derived from sales tax on diesel fuel. Other revenue sources include fare box revenues and federal and state grants.

The capital expenditures proposed for fiscal year 2024-25 include the following:

	<u>Appropriation</u>
Preventative Maintenance	\$1,500,000
Transit Center Improvements	\$142,000
Fuel System Upgrades	\$365,000
Bus Garage Fencing	\$150,000
Charging Station Improvements	\$1,885,000
Facility Improvements	\$500,000
Bus Stop Improvements	\$1,000,000
Non-Revenue Vehicles – Support	\$121,930
Non-Revenue Vehicles – Maintenance	\$425,000
Revenue Fleet Replacement – Demand Response	\$248,915
Revenue Fleet Replacement – Fixed Route	\$7,490,000
Fare Collection System Upgrades	\$200,000
Helping Obtain Prosperity for Everyone	\$161,181
Short Range Transit Plan	\$200,000
Bus Maintenance Facility (Design)	\$2,000,000
Total	<u>\$16,389,026</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024 – 2025
AMENDED**

TRANSIT FUND

	2023-2024 Revised Estimate	2024-2025	
		Original Estimate	Revised Estimate
Available balance, beginning of year	\$ 1,073,716	\$ 1,020,248	\$ 1,020,248
Add:			
Revenues from:			
LTF	-	1,497,284	4,330,926
STAF	-	1,000,000	1,022,348
Sales tax, Measure R	-	170,000	170,000
TCRTA Reimbursements	1,272,876	-	-
Farebox	-	400,000	400,000
Grants	-	9,458,400	16,409,654
Other income	19,385	12,500	12,500
Reimbursements	-	-	-
Total	\$ 1,292,261	\$ 12,538,184	\$ 22,345,428
Less:			
Appropriations for:			
Capital Outlay	-	7,198,000	16,389,026
Operations	1,345,729	6,360,432	5,956,402
Total	\$ 1,345,729	\$ 13,558,432	\$ 22,345,428
Available balance, end of year	\$ 1,020,248	\$ -	\$ -

FY 2024-25
Program of Projects

PROGRAM OF PROJECTS								
		Total Project	Federal	Federal	Federal	Federal	State	Local
			5307 New	5307 Old	5339	DOE		
	<u>Transit FTA Projects</u>							
OPERATING & MAINTENANCE								
NEW FTA	24/25 Operating	\$ 5,750,000	\$ 2,875,000	\$ -	\$ -	\$ -	\$ -	\$ 2,875,000
NEW FTA	24/25 Preventative Maintenance	\$ 1,500,000	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000
FACILITY IMPROVEMENTS								
NEW SGR	Transit Center Improvements	\$ 142,000	\$ -	\$ -	\$ -	\$ -	\$ 113,600	\$ 28,400
NEW FTA	Fuel System Upgrades	\$ 365,000	\$ 292,000	\$ -	\$ -	\$ -	\$ -	\$ 73,000
NEW FTA	Bus Garage Fencing	\$ 150,000	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000
CA-2019-080	Charging Station Infrastructure	\$ 585,000	\$ -	\$ 467,625	\$ -	\$ -	\$ -	\$ 117,375
NEW FTA	Charging Station Improvements	\$ 1,300,000	\$ 1,040,000	\$ -	\$ -	\$ -	\$ -	\$ 260,000
NEW FTA	Facility Improvements (Gates, Lobby, Furniture, Etc)	\$ 500,000	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
BUS STOP IMPROVEMENTS								
NEW FTA	Bus Stop Shelters	\$ 644,000	\$ 515,200	\$ -	\$ -	\$ -	\$ -	\$ 128,800
NEW FTA	Bus Stop Signs	\$ 100,000	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000
NEW FTA	Bus Stop Trash Receptacles	\$ 256,000	\$ 204,800	\$ -	\$ -	\$ -	\$ -	\$ 51,200
FLEET								
NEW DOE	Non-Revenue Vehicles - Support (Tesla)	\$ 121,930	\$ -	\$ -	\$ -	\$ 121,930	\$ -	\$ -
NEW FTA	Non-Revenue Vehicles - Maintenance (Side Loader)	\$ 425,000	\$ 340,000	\$ -	\$ -	\$ -	\$ -	\$ 85,000
NEW FTA (5339)	Revenue Fleet Replacement Vehicles - DR (Vans)	\$ 248,915	\$ -	\$ -	\$ 207,429	\$ -	\$ -	\$ 41,486
CA-2023-206 (5339)	Revenue Fleet Replacement Vehicle - FR (Buses)	\$ 690,000	\$ -	\$ -	\$ 552,000	\$ -	\$ -	\$ 138,000
NEW FTA	Revenue Fleet Replacement Vehicle - FR (Buses)	\$ 6,800,000	\$ 5,440,000	\$ -	\$ -	\$ -	\$ -	\$ 1,360,000
MISCELLANEOUS								
NEW FTA	Fare Collection System Upgrades	\$ 200,000	\$ 160,000	\$ -	\$ -	\$ -	\$ -	\$ 40,000
PLANNING & DESIGN								
CA-81-2006	Helping Obtain Prosperity for Everyone	\$ 161,181	\$ -	\$ 120,070	\$ -	\$ -	\$ -	\$ 41,111
NEW State	Short Range Transit Plan	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 160,000	\$ 40,000
NEW STATE (SB 125)	Bus Maintenance Facility (Design & Const. Mgmt)	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -
TOTAL		\$ 22,139,026	\$ 12,667,000	\$ 587,695	\$ 759,429	\$ 121,930	\$ 2,273,600	\$ 5,729,372

FEDERAL 5307	\$	12,667,000
FEDERAL 5307 OLD	\$	587,695
FEDERAL 5339	\$	759,429
FEDERAL DOE	\$	121,930
STATE REVENUES	\$	2,273,600
LOCAL REVENUES	\$	5,729,372
TOTAL REVENUES	\$	22,139,026



CITY COUNCIL AGENDA – AUGUST 6, 2024

SUBJECT: Approval of Amended FY 2024-25 Transit Division Budget, Program Of Projects, and TDA Claim

SOURCE: Public Works

COMMENT: On June 18, 2024, the City Council adopted the fiscal year (FY) 2024-25 Transit Operating and Capital Improvement Program, commonly referred to as the Program of Projects. The Program of Projects is then forwarded to the Tulare County Association of Governments (TCAG) for concurrence and to be included in the statewide Federal Transportation Improvement Program (FTIP). Once the projects have been included in the FTIP, the City may submit Federal Transit Administration (FTA) 49 U.S.C. grant applications, which includes Section 5307, 5339, and other grant funds.

On July 16, 2024, the City Council adopted Resolution 40-2024 authorizing an allocation request for FY 2024-2025 Transportation Development Act Claim in the amounts of \$1,022,347.91 in State Transit Assistance (STA) and \$1,497,284 in Local Transportation Funds (LTF). These funds serve as local match funding for federal and state operating and capital financial assistance.

Since FY 2000, the City of Porterville has been the sole transit operator within the Porterville Urbanized Area (Porterville UZA), except for FY 2022-2023 and FY 2023-24, when the Tulare County Regional Transit Agency (TCRTA) operated on behalf of the City of Porterville. As of FY 2024-2025, the City of Porterville is the sole transit operator within the Porterville UZA.

As of the FY 2024, the Porterville UZA's FTA Section 5307 fund balance is approximately \$13,694,960, of which, \$7,198,000 was programmed by the City in its adopted FY 2024-25 budget, leaving an unallocated amount of \$6,496,960.

It is staff's recommendation to amend the Transit Division's FY 2024-2025 Operating and Capital Improvement Project Budget to include a revised list of program of projects to better address the needs of the department and to allocate the majority of the funding. As presented, the total amount of operating and capital federal and state financial assistance would increase from \$9,458,400 to \$15,567,225. Local match funding for operating and capital projects would increase from \$2,497,284 to \$5,476,788. The summary of changes includes the following:

Local Transportation Funds (LTF): Increasing LTF funding from \$1,497,284 to \$4,454,440 as local match funding for the updated program of projects.

Item No. 25.

State Transit Assistance (STAF): Increasing STAF funding from \$1,000,000 to \$1,022,348 based on the updated estimates provided by TCAG.

Operating Assistance: Increasing operating assistance from \$5,000,000 to \$6,000,000 to match planned expenditures.

Preventative Maintenance: No Change.

Facility Improvements (Transit Center): Increase project funding from \$75,000 to \$142,000 and funding this project with State of Good Repair (SGR) rather than 5307.

Non-Revenue Vehicles: New project, which includes the purchase of support vehicles for staff and bus stop maintenance. The total project cost is \$521,930 and is funded in part by the Department of Energy and the FTA.

Revenue Vehicles (Demand Response): New project, which includes the purchase of replacement revenue vehicles for demand response services. The total project cost is \$430,000 and is funded by FTA Section 5339.

Revenue Vehicles (Fixed Route): Increasing project funding from \$3,488,000 to \$8,690,000 for the purchase of replacement revenue vehicles for fixed route services. Funded in part by FTA Section 5307 and 5339.

Charging Station Improvements: Formally scheduled for renewable energy (solar) improvement projects and now changed to charging station improvement projects. This project includes \$585,000 from a previously approved FTA grant and the remaining \$1,000,000 is allocated in the FY 2024-2025 budget. The total project increased from \$1,000,000 to \$1,585,000 due to remaining grant balances.

Bus Stop Improvements: Increases project funding from \$200,000 to \$1,000,000 for various bus stop amenities including bus stop shelters, signs, benches, trash receptacles, etc.

Fare Collection System Upgrades: New project, which includes the purchase of software and hardware equipment required to collect passenger revenues across fixed route and demand response services. The total project cost is \$800,000 and is funded by FTA Section 5307.

Removed Projects: Removed projects include signal preemption (\$250,000), designing a new bus maintenance facility (\$1,500,000), multi-modal corridor improvements (\$60,000), and bus maintenance facility improvements (\$300,000).

RECOMMENDATION: That the City Council:
1. Rescind Resolution 40-2024 for the FY 2024 TDA claim;

Item No. 25.

2. Approve the draft resolution adopting the amended FY 2024-25 Transit Division Budget and Program of Projects; and
3. Approve the draft resolution for the FY 2024 TDA claim.

ATTACHMENTS:

1. Fiscal Year 2024-2025 Transit Budget
2. Fiscal Year 2024-2025 Amended Transit Budget
3. Draft Resolution - Amended Transit Budget
4. Draft Resolution - 2024 TDA
5. Resolution 40-2024
6. FTA Program of Projects

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. 57 -2024

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF PORTERVILLE
ADOPTING THE AMENDED TRANSIT BUDGET AND PROGRAM OF PROJECTS
FOR FISCAL YEAR 2024-2025**

WHEREAS: The City Manager, under provisions of the City Charter of the City of Porterville, has presented to the City Council for its consideration, a proposed Amended Transit Operating and Capital Improvement Budget for the period beginning July 1, 2024 and ending June 30, 2025 (Attachment A); and

WHEREAS: The City Council after thorough review, has determined said amended budget, as modified and corrected, is in all respects suitable and adequate for the purposes of said budget and covers the necessary expenditures of the Transit Division of the City of Porterville for the 2024-2025 Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Porterville Transit Budget for 2024-2025 fiscal year is adopted in the following amounts:

Operating Budget	\$5,956,513
Capital Projects	<u>\$15,590,111</u>
Total	<u>\$21,546,513</u>

2. Staff will update Council on the condition of the budget and ongoing validity of assumptions utilized to create it during the months of November, February and May of the fiscal year, or at any time information becomes available that would alter the viability of this budget.
3. Increased service levels that require additional appropriations shall not be implemented without prior City Council approval.

PASSED, APPROVED AND ADOPTED this 6th day of August 2024.



Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, City Clerk

By: 

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

**ATTACHMENT A
CITY OF PORTERVILLE
ANNUAL BUDGET
2024 – 2025
AMENDED**

TRANSIT FUND

The Transit Fund was established in fiscal year 1982-83 to account for the income and expenses of the Demand Response and Fixed Route transit programs which are operated by a private contractor. Prior to 1982-83, this fund was combined with the Special Gas Tax Fund.

Revenue sources include Local Transportation Fund (LTF) derived from the ¼ -cent general sales tax and the State Transit Assistance Fund (STAF) derived from sales tax on diesel fuel. Other revenue sources include fare box revenues and federal and state grants.

The amended capital expenditures proposed for fiscal year 2024-25 include the following:

	<u>Appropriation</u>
Preventative Maintenance	\$1,500,000
Fuel System Upgrades	\$300,000
Bus Garage Fencing	\$260,000
Non-Revenue Vehicles – Support	\$121,930
Non-Revenue Vehicles – Maintenance	\$400,000
Revenue Fleet Replacement – Demand Response	\$430,000
Revenue Fleet Replacement – Fixed Route	\$8,690,000
Transit Center Improvements	\$142,000
Charging Station Improvements	\$1,585,000
Bus Stop Improvements	\$1,000,000
Fare Collection System Upgrades	\$800,000
Helping Obtain Prosperity for Everyone	\$161,181
Short Range Transit Plan	\$200,000
Total	<u>\$15,590,111</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024 – 2025
AMENDED**

TRANSIT FUND

	2023-2024 Revised Estimate	2024-2025	
		Original Estimate	Revised Estimate
Available balance, beginning of year	\$ 1,073,716	\$ 1,020,248	\$ 1,020,248
Add:			
Revenues from:			
LTF	-	1,497,284	4,454,440
STAF	-	1,000,000	1,022,348
Sales tax, Measure R	-	170,000	170,000
TCRTA Reimbursements	1,272,876	-	-
Farebox	-	400,000	400,000
Grants	-	9,458,400	15,567,225
Other income	19,385	12,500	12,500
Reimbursements	-	-	-
Total	\$ 1,292,261	\$ 12,538,184	\$ 21,546,513
Less:			
Appropriations for:			
Capital Outlay	-	7,198,000	15,590,111
Operations	1,345,729	6,360,432	5,956,402
Total	\$ 1,345,729	\$ 13,558,432	\$ 21,546,513
Available balance, end of year	\$ 1,020,248	\$ -	\$ -

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 6th day of August, 2024.

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:					

PATRICE HILDRETH, City Clerk



By: _____

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk



CITY COUNCIL AGENDA – FEBRUARY 4, 2025

SUBJECT: Council Consideration of Approval to Enter into a Joint Powers Authority Agreement between the City of Porterville and Porterville Irrigation District

SOURCE: Public Works

COMMENT: The Sustainable Groundwater Management Act (SGMA), enacted in 2014, mandates the establishment of Groundwater Sustainability Agencies (GSAs) to oversee the sustainable management of groundwater resources within medium- and high-priority basins. The Tule Subbasin, which includes the City of Porterville (City) and the Porterville Irrigation District (PID), is designated as such basin.

The City of Porterville and PID were previously part of the Eastern Tule Groundwater Sustainability Agency (ETGSA), which was responsible for groundwater management in the region. However, on September 17, 2024, the State Water Resources Control Board placed the Tule Subbasin on probation due to deficiencies in ETGSA's Groundwater Sustainability Plan (GSP). In response, the City and PID have determined that forming a new, more localized GSA will better serve the groundwater management needs of both entities.

The proposed Porterville Groundwater Sustainability Agency (PGSA) will be formed through a Joint Powers Agreement (JPA) between the City of Porterville and PID. This agreement establishes a new governance structure to implement SGMA regulations, develop a Groundwater Sustainability Plan (GSP), and coordinate with other GSAs in the Tule Subbasin.

Key Provisions of the JPA:

1. Creation of a Joint Powers Authority (JPA): The agreement establishes the Porterville Groundwater Sustainability Agency (PGSA) as a public entity separate from its members.
2. Purpose & Responsibilities:
 - Serve as the GSA for portions of the Tule Subbasin under the jurisdiction of the City and PID.
 - Develop and implement a Groundwater Sustainability Plan (GSP) to meet SGMA compliance.
 - Engage with stakeholders, conduct data collection, and negotiate coordination agreements with other GSAs.
3. Governance Structure:
 - A four-member Board of Directors, consisting of two members from PID, one from the City Council, and one City staff representative.
 - The Board will oversee policy decisions, budget allocations, and SGMA compliance.
4. Financial Considerations:

- Initial funding will be shared between the City and PID based on agreed-upon cost-sharing formulas.
 - Future funding mechanisms may include state grants, groundwater extraction fees, and local assessments.
5. Withdrawal & Termination:
- Any member may withdraw with 180 days' notice.
 - The JPA remains in effect unless terminated by unanimous agreement.

While the exact costs are yet to be finalized, the initial administrative expenses are anticipated to be shared between the City of Porterville and PID. Additionally, state and federal grant opportunities will be pursued to support long-term operational needs. The City's share of costs will be allocated from the Water Operating Fund.

The formation of the Porterville Groundwater Sustainability Agency (PGSA) is exempt from the California Environmental Quality Act (CEQA) as it involves governmental administrative actions related to groundwater management compliance under SGMA.

By entering into this Joint Powers Agreement (JPA) with PID, the City of Porterville will take a proactive role in sustainable groundwater management, ensuring local control over groundwater resources and compliance with SGMA. The new agency will provide a more effective governance structure while addressing state-imposed deficiencies in the groundwater sustainability framework.

RECOMMENDATION: That City Council:

1. Approve the Porterville Groundwater Sustainability Agency Joint Powers Agreement (JPA) between the City of Porterville and the Porterville Irrigation District; and
2. Authorize the appointment of a Council Member and Staff Member to sit on the Porterville GSA Board; and
3. Authorize the Mayor to sign the attached JPA Agreement to form the Porterville GSA.

ATTACHMENTS:

1. Draft Porterville Groundwater Sustainability Agency Joint Powers Agreement
2. Proposed Porterville GSA Map

Appropriated/Funded:

Review By:

Department Director:

Final Approver: Jason Ridenour, Interim City Manager

AGREEMENT TO FORM A JOINT POWERS AUTHORITY PORTERVILLE GROUNDWATER SUSTAINABILITY AGENCY

THIS AGREEMENT (“Agreement”) is made _____, 2025, by and between PORTERVILLE IRRIGATION DISTRICT (“PID”), and the CITY OF PORTERVILLE (“City”) (PID and City are hereinafter referred to individually as “Member” and collectively as “Members”), in light of the following:

RECITALS

A. During September 2014, Governor Brown signed three bills (SB 1168, SB 1319, and AB 1739) into law creating the Sustainable Groundwater Management Act (“SGMA”).

B. SGMA authorizes the formation of an entity called a Groundwater Sustainability Agency (“GSA”), one or more of which are authorized to be responsible for implementing provisions of SGMA as to each groundwater basin and subbasin falling within the provisions of SGMA.

C. The City and PID overlie the Tule Subbasin (5-22.13 of the Department of Water Resources Bulletin 118 classifications) (“Subbasin”), an unadjudicated groundwater basin, portions of which underlie the jurisdictional boundaries of each Member.

D. Each of the Members to this Agreement is a local government entity with either water supply, water management, or land use responsibilities within the Subbasin and is qualified individually to serve as a GSA under the provisions of SGMA.

E. Under SGMA, a combination of local agencies may elect to form a GSA through a joint powers agreement.

F. PID and the City were formerly managed under the Eastern Tule Groundwater Sustainability Agency;

G. On or about September 17, 2024, the State Water Resources Control Board designated the Tule Subbasin as a “probationary basin” for the purposes of SGMA, based, in part, upon the determination that the Groundwater Sustainability Plan (“GSP”) for the Eastern Tule Groundwater Sustainability Agency (“ETGSA”) was deficient;

H. The City and PID share various water management activities and water supply in coordination with each other. The City and PID current and past groundwater management is sustainable.

I. PID and City desire to work cooperatively in order to form a Groundwater Sustainability Agency and approve and implement a Groundwater Sustainability Plan and Coordination Agreement.

J. The Members intend by this Agreement to create a joint powers authority that will elect to become a GSA for their jurisdictional areas covering a portion of the Subbasin.

K. The Members desire, once successfully electing to be a GSA, to begin collecting and organizing data, engaging and retaining experts and consultants, and soliciting feedback from beneficial users, users of groundwater and interested parties within the portion of the Subbasin subject to their jurisdiction, for the purpose of preparing a GSP and for the purpose of negotiating Coordination Agreements with the other GSAs in the Subbasin.

L. The Members intend by this Agreement to provide for the management and funding commitments reasonably anticipated to be necessary for the above purposes.

M. The Members intend by this Agreement to provide a framework for cooperative efforts for all entities and individuals within the Authority's jurisdictional area and to implement SGMA in the most effective, efficient, and fair way reasonably possible, and at the lowest reasonable cost.

NOW THEREFORE, in consideration of the promises, terms, conditions, and covenants contained herein, the Members hereby agree as follows:

ARTICLE I

GENERAL PROVISIONS

Section 1.01. Creation of Authority. Pursuant to California Government Code Section 6500 *et seq.*, there is hereby created a public entity to be known as the "Porterville Groundwater Sustainability Agency" (hereinafter referred to as the "Authority"), which shall be a public entity separate and apart from the Members, and shall administer this Agreement.

Section 1.02. Purpose. The purposes of this Agreement are:

- (a) To create a Joint Powers Authority separate from its Members that will elect to be the GSA for a portion of the Subbasin;
- (b) To develop, adopt, and implement a GSP in order to implement SGMA's requirements and achieve sustainability goals outlined in SGMA; and
- (c) To enter into a Coordination Agreement or similar agreement with other GSAs in order to meet the sustainability requirements outlined in SGMA.

ARTICLE II

POWERS

Section 2.01. Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of all powers authorized under SGMA and necessary to satisfy the

requirements of SGMA. The Authority shall exercise powers only as authorized by law as identified in Section 2.04 herein.

Section 2.02. Restrictions on the Exercise of Powers. Pursuant to Government Code Section 6509 *et seq.*, the powers of the Authority shall be exercised and restricted in the same manner as those imposed upon PID.

Section 2.03. Obligations of the Authority. No debt, liability or obligation of the Authority shall constitute a debt, liability or obligation of any of the Members, appointed members of the Board of Directors, or committee members in accordance with Government Code Section 6507 and 6508.1.

Section 2.04. Water Right. As provided in Water Code Section 10720.5 of SGMA, the Authority and all of its Members confirm that groundwater management under this Authority shall be consistent with Section 2 of Article X of the California Constitution and that any groundwater sustainability plan adopted by the Authority shall not determine or alter surface water rights or groundwater rights under common law or any provision of law that determines or grants surface water rights.

ARTICLE III

GOVERNING BODY

Section 3.01. Governing Board. The Authority shall be administered by a Board of Directors ("Board"), composed of Directors and alternate Directors as described herein, to serve at the pleasure of their appointive governing body. All voting power of the Authority shall reside in the Board.

(a) The Board shall consist of four Directors who shall be appointed as follows:

- (1) Two elected members of the governing body of PID;
- (2) One elected member of the governing body of the City; and
- (3) One staff member of the City.

(b) Each Member shall appoint one person, who is either an elected member of the governing body of the Member entity or on the staff of such Member entity, to serve as an alternate Director of the Board in the same manner as the Director is appointed by the Member.

(c) Directors and alternate Directors shall serve at the pleasure of the Board and may be removed or replaced as follows:

- (1) Directors appointed by Members may be removed or replaced at any time by their governing board.

- (2) Appointees of the Board may be removed or replaced by the Board for failure to attend at least three (3) consecutive Board meetings without excuse, or may also be removed or replaced at any time by the appointee's governing board or nominating committee.
- (3) A Director who is no longer either an elected member of the governing body of the entity or on the staff of such entity that qualified such director to serve on the Board shall be deemed automatically removed from the Board.

Section 3.02. Meetings of the Board. The Board shall provide for calling and conducting its regular meetings and special meetings, in accordance with Government Code Section 54950 *et seq.*

Section 3.03. Minutes. The Secretary shall cause to be kept summary minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the summary minutes to be forwarded to each Director and to each of the Members.

Section 3.04. Voting. Each Director shall have one vote.

Section 3.05. Quorum; Required Votes; Approval. A quorum of the Board for convening of any meeting shall consist of a majority of all Directors, or in the absence of a Director, such Director's designated alternate. A quorum of the Board must be present at the time of any vote on any matter before the Board. An affirmative vote of at least a majority of all Directors, or designated alternate Director, present in a quorum of the Board, shall be required for any action of the Board.

Section 3.06. Bylaws. The Board may adopt bylaws and governing regulations consistent with this Agreement, which may be amended from time to time, for the conduct of its meetings as are necessary for the purposes hereof.

ARTICLE IV

COMMITTEES

Section 4.01. Committee Formation. Committees shall be formed by the Board in order to advise the Board on matters that fall within the scope of the particular committee's assignment. Committees may be standing committees or *ad hoc* committees. Committees shall meet as often as directed by the Board or, if no such direction is given, as often as necessary, as determined by the Chair of the committee.

ARTICLE V

OFFICERS AND EMPLOYEES

Section 5.01. Chair and Vice-Chair. Each year the Board shall elect a Chair and a Vice-Chair from among the Directors. The Chair and the Vice-Chair shall serve at the pleasure of the Board and shall perform the duties normally required of said offices.

- (a) The Chair shall (1) preside at and conduct each meeting of the Board, (2) represent the Board as directed by the Board, (3) be an ex-officio member of each committee established by the Board, and (4) perform such other duties as may be imposed by said Board;
- (b) The Vice-Chair shall act and perform all of the Chair's duties in the absence of the Chair; and
- (c) The Chair or Vice-Chair may sign all contracts and agreements as approved by the Board.

Section 5.02. Secretary. The Board shall appoint a Secretary. The Secretary shall serve at the pleasure of the Board. The Secretary shall act on behalf of the Authority and perform such other duties as may be imposed by the Board. The Secretary may sign agreements for the Authority when authorized by the Board.

Section 5.03. Treasurer and Auditor.

- (a) PID shall be the depository, shall have custody of all the money of the Authority from whatever source, and shall have the duties and obligations of the Treasurer as set forth in Government Code Sections 6505 and 6505.5. PID shall be responsible for receiving quarterly reports from the Secretary and verifying the balance of this report with respect to the balance as maintained by the records of PID.
- (b) PID shall assure strict accountability of all receipts and disbursements of the Authority and shall make arrangements with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Authority.

Section 5.03. Officers in Charge of Records; Funds; and Accounts. Pursuant to Government Code Section 6505.1, PID shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

Section 5.04. Employees and Consultants. The Board may hire employees and consultants, including engineers, accountants and attorneys, to provide services and leadership to the Authority to accomplish the purposes of the Authority.

ARTICLE VI

ACCOUNTS AND REPORTS; FUNDS

Section 6.01. Accounts and Reports. PID shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the public and representatives of the Members. PID, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Members.

Section 6.02. Annual Budget. The Board shall adopt a budget for the Authority. PID shall provide funds as set forth in the adopted budget. Should PID contribute grant funds such funds shall be restricted to the approved grant tasks. Members other than PID shall make contributions which shall be included in the budget adopted by the Board. A Director's affirmative vote to approve a budget does not constitute consent to finance or otherwise participate in any project or projects within that budget.

Section 6.03. Intention for Reimbursement for Expenditures from Grant Proceeds. It is the intention of the Members that the advancement of monies by any Members or for expenses of the operational needs of the Authority shall be reimbursed from the proceeds of grants, if grant funds are obtained and such reimbursement is allowable under the terms of any grant agreement.

Section 6.04. Assessment of Members. The Board may vote to assess Members for a share of costs incurred by the Authority or which are anticipated to be incurred by the Authority. All assessments shall be paid by Members within sixty (60) days of the approval of the assessment by the Board. Any Member or entity failing to timely pay an assessment may lose its privilege to vote on any item presented to the Board, until such assessment is paid.

ARTICLE VII

MEMBERSHIP

Section 7.01. Other Members. The Board may vote to approve other entities to be a Member of the Authority with representatives serving as Director and alternate Director on the Board. The Board may vote to remove any Member as a member of the Authority.

ARTICLE VIII

TERM; WITHDRAWAL; TERMINATION

Section 8.01. Term. The Members hereby agree to establish the Authority to last in perpetuity. This Agreement may be rescinded and the Authority terminated by unanimous written consent of all Members.

Section 8.02. Withdrawal of Member. A Member may terminate its membership in the Authority at any time upon giving of 180 days' written notice of the withdrawal to the Authority.

Section 8.03. Disposition of Assets. Upon termination of the Authority, any assets shall be returned to the Members and in the same proportion said Members have funded such reserves or surplus, in accordance with California Government Code Section 6512.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.01. Amendments. This Agreement may be amended by the Board at any time, or from time to time.

Section 9.02. Indemnification. The Authority shall indemnify, defend, and save harmless the Members, their officers, agents, and employees, and appointed members of the Board of Directors, their officers, agents, and employees, and committee members, their officers, agents, and employees, from and against any and all claims and losses whatsoever, occurring or resulting to persons, firms, or corporations furnishing or supplying work, services, materials or supplies to the Authority in connection with the performance of this Agreement, and, except as expressly provided by law, from any and all claims and losses accruing or resulting to any persons, firm or corporation, for damage, injury, or death arising out of or connected with the Authority's performance of its obligations under this Agreement. Nothing herein shall limit the right of the Authority to purchase insurance or to create a self-insurance mechanism to provide coverage for the foregoing indemnity.

Section 9.03. Insurance. The Authority shall obtain insurance for all Members, appointed Board members, and committee members, including but not limited to directors and officers liability insurance and general liability insurance containing policy limits in such amounts as the Board of Directors shall determine will be necessary to adequately insure against the risks of liability that may be incurred by the Authority.

Section 9.04. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.

Section 9.05. Secretary of State Filing Requirements. The Chairman of the Board of Directors of the Authority shall file a Notice of this Agreement with the Office of the California Secretary of State within thirty (30) days of its effective date, as required by Government Code Section 6503.5 and within seventy (70) days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the Members hereto execute this Agreement to be effective on the date first written above.

PID: PORTERVILLE IRRIGATION DISTRICT, a California irrigation district By: _____ Eric Borba, President	CITY: CITY OF PORTERVILLE, a California charter city By: _____ Greg Meister, Mayor
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