



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MARCH 18, 2025, 5:30 PM**

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

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

and via **Zoom** using the following information:
<https://us06web.zoom.us/j/84997785171?pwd=EA1SYbqbFqKrKqQcejQCxINn8mDa0E.1>

Or via Telephone: +1 669 900 6833 Webinar ID: 849 9778 5171 Passcode: 752459

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 Claim: Claimant: Charles Johnston. Agency claimed against: City of Porterville.
2. - Government Code Section 54956.95 – Liability Claim: Claimant: Jeff Sims. Agency claimed against: City of Porterville.
3. - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: A.A.B v. City of Porterville, et al., U.S. District Court, Eastern District, Case No. 1:25-CV-00261-EPG
4. - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Louis Cruz v. City of Porterville, et al., U.S. District Court, Eastern District, Case No. 1:25-CV-00293-JLT-EPG.
5. - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Nagle Earthworks v. S&B Sons Inc., et al., Kern County Superior Court Case No. BCV-25-100682

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

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

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

Pledge of Allegiance Led by Vice Mayor McKervey

Invocation

PRESENTATIONS

Women's Rights Proclamation

ORAL COMMUNICATIONS

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

REPORTS

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

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - March 6, 2025
 2. Library & Literacy Commission - March 11, 2025
 3. Arts Commission
 4. Animal Control Commission
 5. Youth Commission - March 12, 2025
 6. Transactions and Use Tax Oversight Committee (TUTOC) - February 25, 2025
- II. Staff Informational Reports
 - Water Conservation Phase IV Status Update - February 2025
 - 2024 General Plan Annual Progress Report

CONSENT CALENDAR

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

1. Approval of Draft Minutes of March 11, 2025

Re: Considering approval of the City Council draft Minutes of March 11, 2025.

2. **Authorization to Purchase of a Verticus Plus Bauer SCBA Fill Station**
Re: Consider the approval of the purchase of a Verticus Plus Bauer SCBA Fill Station for \$61,338 from Bauer Compressors, using California State contract pricing, with a total project cost including sales tax, freight, installation, training, and electrical work, not to exceed \$80,739.51
3. **Authorization to Purchase Wanco - Mini Message Boards**
Re: Consideration to purchase two (2) Wanco Mini Message Boards from KRC, for an amount not to exceed \$47,680.63, to improve traffic control measures and ensure the safety and efficiency of street maintenance operations conducted by the Street Division.
4. **Authorization to Purchase Park Improvements Utilizing CDBG Funds and Authorization to Distribute Request for Qualifications**
Re: Considering the purchase of playground equipment for Murry Park, including installation, through Community Development Block Grant Park Improvement Funds from Park Planet not to exceed \$357,500; and consider the distribution of a Request for Qualifications for the ADA connectivity path portion of the project.
5. **Authorization to Advertise for Bids - Landscape Screening Project**
Re: Considering approval of the Plans and Project Manual for the project, which includes the installation of landscaping and irrigation infrastructure for the Landscape Screening Project, located along State Route 190 from Prospect Street to Plano Street, and along State Route 65 from Henderson Avenue to Avenue 188.
6. **Authorization to Distribute Request for Proposals - City Hall Metasys System Upgrade**
Re: Consideration to authorize staff to distribute Request for Proposals for the City Hall Metasys System upgrade.
7. **Authorization to Negotiate Consultant Services Contract - Tule River Tribe Village Corridor & Two Pedestrian Bridges Project**
Re: Consideration to authorize staff to negotiate a scope of services contract with 4Creeks, Inc. of Visalia, for environmental and design services for the Tule River Tribe Village Corridor and Two Pedestrian Bridges Project.
8. **Declaration of Exempt Surplus Land APN 260-300-034 and Authorization to Enter into Option to Purchase and Sale Agreement**
Re: Consideration of a draft resolution rescinding Resolution No. 12-2025 and adopt a draft resolution declaring the approximately 4.47-acre parcel of City-owned property, APN 260-300-034, as "exempt surplus land" as defined in Government Code Section 54220 et seq; and authorize entering into an Option to Purchase-Purchase and Sale Agreement with Self Help Enterprises for APN 260-300-034.
9. **Kern Community College District Police Range Cooperative Agreement**
Re: Consideration to approve a Cooperative Agreement with Kern Community College District to utilize the Porterville Police Department firing range for training and qualifications of their police cadets, for the period of 07/01/25, through 06/30/28.
10. **Approval of Community Civic Event - Porterville Chamber of Commerce - Spring Festival - April 5, 2025**

Re: Consideration to approve the Community Civic Event application submitted by the Porterville Chamber of Commerce to hold the Porterville Chamber Spring Festival event on Saturday, April 5, 2025, from 10:00 AM to 3:00 PM.

11. Approval of Community Civic Event - Central California Family Crisis Center - Ladies of Sinister Nation's 1st Annual Easter Egg Hunt & Basket Drive - April 5, 2025

Re: Consideration to approve the Community Civic Event application submitted by the Central California Family Crisis Center to hold the "Ladies of Sinister Nation's 1st Annual Easter Egg Hunt & Basket Drive" event on Saturday, April 5, 2025, at Veterans Park, from 1:00 PM to 5:00 PM.

12. Approval of Community Civic Event - Boys and Girls Club of the Sequoias - 2025 Love Our Kids 5K Fun Run & Walk - April 5, 2025

Re: Consideration to approve the Community Civic Event application submitted by the Boys and Girls Club of the Sequoias to hold the "2025 Love Our Kids 5K Fun Run & Walk" event on Saturday, April 5, at the Sports Complex, from 9:00 AM to 11:30 AM.

13. Approval of Community Civic Event - Experimental Aircraft Association - Porterville Military Academy 5K/10K Trail Run - April 12, 2025

Re: Consideration to approve the Community Civic Event application submitted by the Experimental Aircraft Association to hold the PMA 5K/10K Trail Run event on Saturday, April 12, 2025, from 8:00 AM to 12:00 PM, and for West Pioneer, between North Ohio Street to North Cottage Place, North Villa Street at West La Vida Ave, West Westfield Ave between North Howland Street and North Main Street, and West Reid Ave at North Scenic Drive, be closed only when runners are crossing.

14. Authorization for Out-of-State Travel

Re: Consider out-of-state travel and per diem expenses for Police Department personnel to travel to ProForce Marketing Inc, located in Prescott, Arizona to transport department guns for trade-in as agreed upon at time of purchase of the new department handguns.

15. Council Consideration and Approval of Amendments to the Eastern Tule Groundwater Sustainability Agency Joint Powers Authority

Re: Council consideration and approval of amendments to the Eastern Tule Groundwater Sustainability Agencies Joint Powers Authority Agreement.

16. 2024 Housing Element Annual Progress Report

Re: Council to review the 2024 Housing Element Annual Progress Report and direct the Planning Division to submit the report to the California Department of Housing and Community Development and the Governor's Office of Planning and Research.

17. City Council Member Requested Agenda Item - Consideration of Resolution Declaring Women's Rights in Porterville and Resolve to the Protection of Rights For All Constituents

Re: Consideration to add to the Council Agenda of April 1, 2025, an item to consider a Resolution Declaring Women's Rights in Porterville and Resolve to the Protection of Rights for All Constituents.

18. **City Council Member Requested Agenda Item - Consideration of Resolution Declaring Porterville a Constitutional City and Establishing the Rights of Its Constituents as the Highest Priority in Governance**
Re: Consideration to add to the Council Agenda of April 1, 2025, an item to consider a Resolution Declaring Porterville a Constitutional City and Establishing the Rights of its Constituents as the Highest Priority in Governance.
19. **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.

SCHEDULED MATTERS

20. **Council Discussion and Review of Sewer Rates on Non-Residential Institutional Customer Class Churches**
Re: Council discussion and review of Sewer Rates impacting the non-residential customer class churches.
21. **Consideration of Proposed Establishment of Ordinance Safeguarding Parental Rights in Education and Child Upbringing**
Re: Council to provide direction on the proposed establishment of an Ordinance Safeguarding Parental Rights in Education and Child Upbringing.
22. **Consideration of Letter of Opposition to Assembly Bill 1333**
Re: Consideration of a draft letter of opposition to Assembly Bill 1333, a bill that limits justifiable homicide, requiring individuals to retreat before using deadly force outside their homes.
23. **Consideration of Appointment of City Council Representatives to Porterville Airport Committee**
Re: Consider appointing two City Council Members to serve on the Porterville Airport Committee.
24. **Nomination of a City Public Transit Representative Alternate Member for the Governing Board of the Tulare County Association of Governments (TCAG)**
Re: Council to consider a candidate to nominate for appointment by the City Selection Committee as the City Public Transit Representative Alternate Member to the Governing Board of the Tulare County Association of Governments (TCAG).
25. **Nomination of an Alternate Member to Serve on the Local Agency Formation Commission (LAFCO)**
Re: Council to consider a candidate to nominate for appointment by the City Selection Committee to serve as the Alternate Member on the Local Agency Formation Commission (LAFCO) for the term ending the first Monday of May 2029.
26. **Consideration of Cannabis Community Benefit Fund Allocations, Establishment of Community Benefit Non-Profit Grant Program and Community Benefit Small Business Grant Program**
Re: Council to consider the proposed categorical allocation of funds in the community benefits program funds, funding a Community Benefit Non-Profit Grant Program with 40 percent (\$65,906) of the fund balance, Community Benefit Small Business Grant Program with 20 percent (\$32,953) of the fund balance, and

allocating 40 percent (\$65,906) of the fund balance for resources for the Police Department's SMART Team.

27. Consideration of Proposed Amendments to Chapter 15 article 7 and Chapter 21 Series 200 and 300 of Porterville Municipal Code Regarding Cannabis Dispensary Regulations and Potential Relocation of Existing Business

Re: Consideration to set a public hearing to consider and give first reading to an Ordinance amending Chapter 21, Series 200 and 300 of the Porterville Municipal Code, adding "Cannabis Dispensaries" as a permitted use in the CG General Commercial Zone; consider the relocation of the cannabis dispensary located at 200 N. Main Street to 1432 W. Olive Avenue in Porterville; and consider a draft ordinance amending Article VII of Chapter 15 of the Porterville Municipal Code, with various proposed changes affecting cannabis dispensary operations, and the potential setting of the first reading and a public hearing.

28. Review of City Council Agenda Publication Timeline

Re: Council to provide direction on the timing of the publication of the City Council agenda.

AB 1234 REPORTS

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

1. Local Initiatives Navigation Center Committee (LINC) - March 5, 2025
2. Eastern Tule Groundwater Sustainability Agency (ETGSA) - March 6, 2025
3. Mighty 190 Committee - March 10, 2025
4. Library Facility Planning Committee - March 13, 2025
5. Tulare County Association of Governments (TCAG) - March 17, 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 April 1, 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 – MARCH 18, 2025

SUBJECT: Water Conservation Phase IV Status Update - February 2025

SOURCE: Public Works

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

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

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 each day the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City will respond to enforcement by issuing a Notice of Violation for all witnessed occurrences, and staff will process all reported issues. Enforcement statistics for February 2025 show that no notices of violations were issued for water waste, and no administrative citations were issued.

Water production for February 2025 shows a seven percent (7%) decrease from the five-year average. The monthly production for February was 181 million gallons, which is a eight percent (8%) decrease compared to February 2013, when it was 197 million gallons. Residential consumption for February 2025 was 75 gallons per capita per day (GPCD).

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

production as compared to 2013. The cumulative total production for the City of Porterville's conservation efforts will be reflected from February 2015 through February 2025. Porterville's cumulative total production conservation through February 2025 is twenty percent (20%). The cumulative total of GPCD for the City of Porterville's conservation efforts will be reflected from February 2015 through February 2025. Porterville's cumulative total GPCD conservation through February 2025 is twenty-five percent (25%).

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

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

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Monthly Production Status February 2025
2. Monthly Production Status GPCD February 2025
3. Drought Response Phase IV Flyer

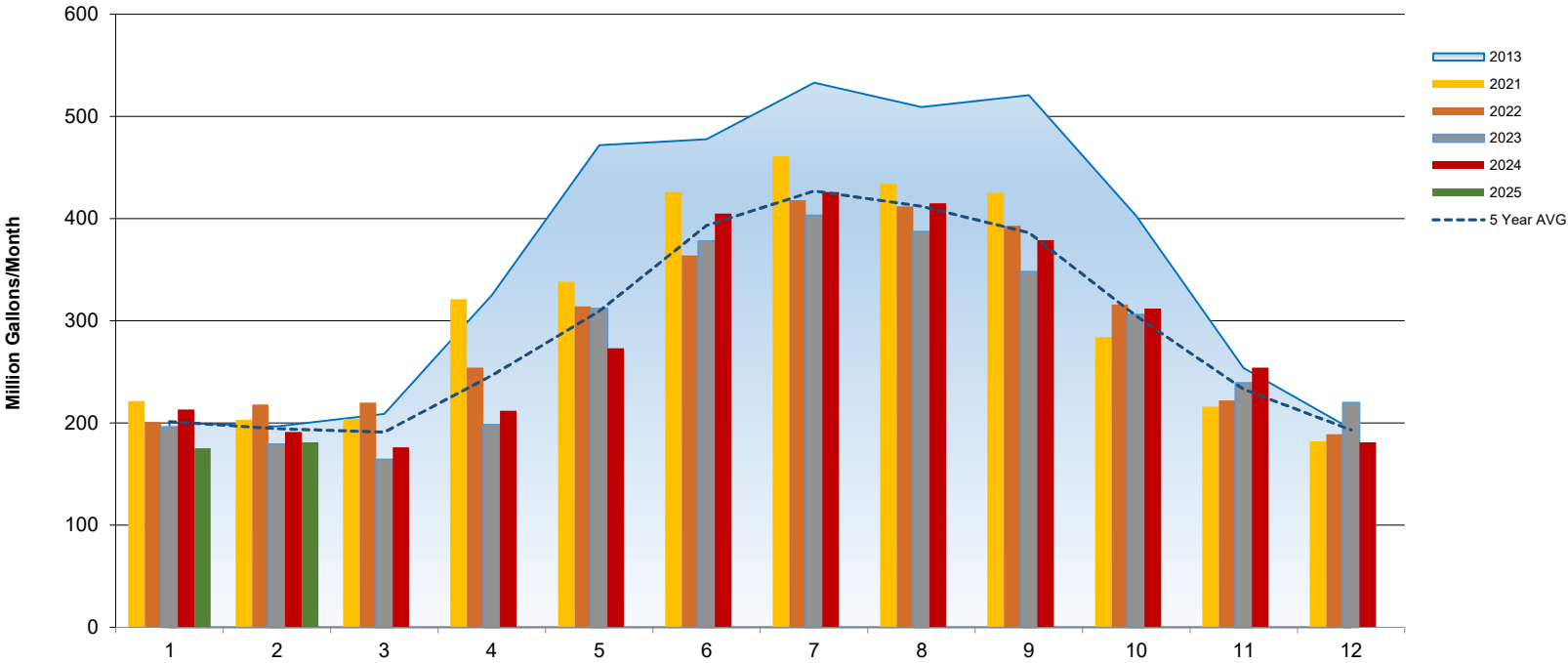
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Jason Ridenour, Interim City Manager

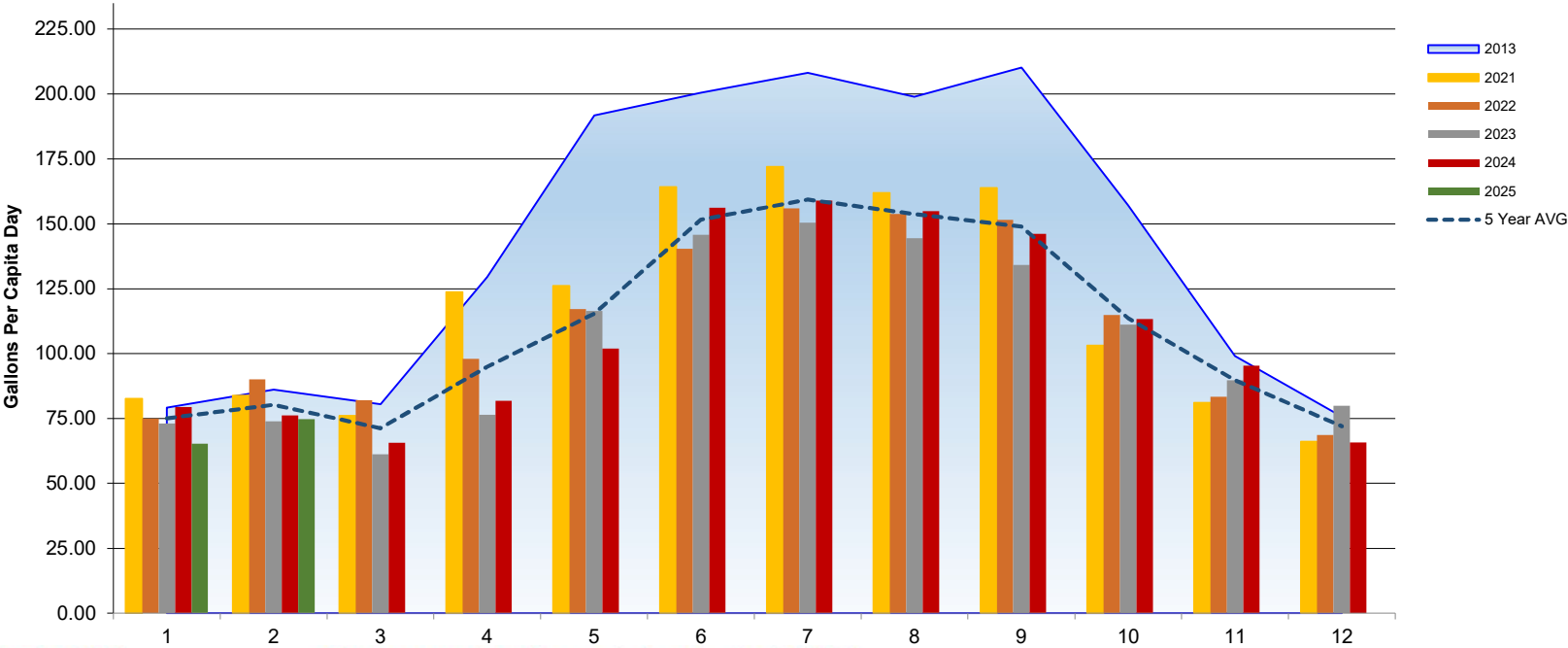
Monthly Production Status & Cumulative Total June 2015 Through February 2025 Production Comparison to 2013 & 5 Year Average



	Production	Cumulative Total 20%										
2021	11%	3%	-2%	-1%	-28%	-11%	-14%	-15%	-18%	-29%	-15%	-6%
2022	0%	11%	5%	-22%	-33%	-24%	-22%	-19%	-25%	-21%	-13%	-3%
2023	-2%	-14%	-31%	-39%	-34%	-21%	-24%	-24%	-33%	-20%	-6%	13%
2024	6%	-3%	-16%	-35%	-42%	-15%	-20%	-18%	-27%	-22%	-1%	-7%
2025	-17%	-8%										

Percent Comparison to 2013 Production

Monthly Production Status & Cumulative Total June 2015 Through February 2025 Gallon Per Capita Day Comparison to 2013 & 5 Year Average



GPCD

Cumulative Total 25%

	2021	0%	4%	-3%	-5.4%	-4%	-34%	-18%	-17%	-19%	-22%	-34%	-18%
	2022	0%	-5%	4%	1.9%	-24%	-39%	-30%	-22%	-23%	-28%	-27%	-16%
	2023	-8%	-14%	-24%	-41%	-39%	-27%	-28%	-27%	-36%	-29%	-10%	6%
	2024	0%	-12%	-18%	-37%	-47%	-22%	-24%	-22%	-30%	-28%	-4%	-13%
	2025	-13%	-13%										

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: 2024 General Plan Annual Progress Report

SOURCE: Community Development

COMMENT: Pursuant to Government Code Section 65300, each city and county is required to adopt a comprehensive, long-term general plan to guide the physical development of the incorporated city and land outside city boundaries that bears a relationship to its planning activities. The general plan serves as a blueprint for future growth and development. As such, the plan contains policies and programs designed to provide decision-makers and staff with a solid foundation for land use and development decisions.

State law further requires each jurisdiction to complete an annual report on the general plan, which is submitted to the local planning agency (the City Council), the Governor's Office of Planning and Research (OPR), and the California Department of Housing and Community Development (HCD) in accordance with Government Code Section 65400. This report must:

- Identify compliance with the State General Plan law and State General Plan Guidelines; and
- Identify the status of the general plan and the process towards its implementation.

The City of Porterville most recently updated the General Plan in 2008, creating the Porterville 2030 General Plan. The update brought the General Plan into legislative compliance at that time and added optional elements for Economic Development, Parks, Schools, Community Facilities, and Public Utilities. In coordination with Tulare County Association of Governments (TCAG), the City of Porterville's 6th Cycle Housing Element is currently pending HCD approval. Therefore, the attached report evaluates the progress made towards the implementation of the 2015-2023 5th Cycle Housing Element programs and they will be updated once the new Housing Element is adopted by the City Council and approved by HCD. On September 17, 2024, the City Council approved an amendment to the General Plan for the Public Health & Safety Element and adopted a new Environmental Justice Element. The 2030 Porterville General Plan contains the following elements:

- Land Use;
- Economic Development;
- Circulation;
- Parks, Schools & Community Facilities;
- Open Space & Conservation;
- Public Health & Safety;
- Public Utilities;
- Noise;
- Housing; and
- Environmental Justice Element

The City of Porterville made progress towards implementing the guiding and implementation policies of the current General Plan during the 2024 calendar year. Each section of the General Plan Annual Progress Report includes a summary of the overall objectives of the element, along with a summary of activities initiated or completed for the year, which show progress on the policies of the element. The activities listed focus primarily on actions that authorize physical improvements or the establishment of new uses and may not be an exhaustive list of all General Plan implementation progress made during the applicable calendar year.

Following the City Council's receipt of the General Plan Annual Progress Report, the Report will be sent to OPR and HCD for their review/filing.

BACKGROUND:

ANALYSIS:

ENVIRONMENTAL
REVIEW:

RECOMMENDATION:

ATTACHMENTS: 1. 2024 Porterville General Plan APR

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Jason Ridenour, Interim City Manager



City of Porterville General Plan **Annual Progress Report:** **Calendar Year 2024**

Prepared by:

City of Porterville Planning Division

291 N. Main Street

Porterville, CA 93257



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Introduction

Purpose of this Report

California law requires each city and county to adopt a comprehensive, long-term general plan to guide the physical development of the incorporated city and land outside city boundaries that bears a relationship to its planning activities (Government Code Section 65300). The general plan serves as a blueprint for future growth and development. As such, the plan contains policies and programs designed to provide decision-makers and staff with a solid foundation for land use and development decisions.

State law further requires each jurisdiction to complete an annual report on the general plan, which is submitted to the local planning agency (the City Council), to the Governor's Office of Planning and Research (OPR), and to the California Department of Housing and Community Development (HCD), in accordance with Government Code Section 65400. This report must:

- Identify compliance with the State General Plan law and State General Plan Guidelines; and
- Identify the status of the general plan and its implementation process.

The annual report is also required to include the information listed below, which is specific to reporting on progress related to the implementation of the housing element, a subset of the larger general plan document:

- Describe the City's progress in meeting its Regional Housing Needs Allocation;
- Describe progress in addressing/removing governmental constraints for the maintenance, improvement, and development of housing; and
- Identify any surplus lands within the jurisdiction.

The Housing Element Annual Progress Report is required to be submitted on forms provided by HCD and is often submitted as a separate report to HCD and OPR. The City of Porterville has completed the Housing Element Annual Progress Report for the calendar year 2024 and will submitted that report under a separate cover. Therefore, the above housing element-specific items are not included in this General Plan Annual Progress Report.

State law requires that the General Plan Annual Progress Report be submitted by April 1 of each year and cover progress made during the previous calendar year (January through December). This Annual Progress Report summarizes the City's progress toward implementing its General Plan during the 2024 calendar year.

2030 Porterville General Plan

The City of Porterville most recently updated its General Plan in 2008. The update brought the Plan into legislative compliance and added optional elements for Economic Development; Parks, Schools, Community Facilities; and Public Utilities. Porterville's Housing Element is published separately and updated on a different timeline, with its most recent update for Sixth Cycle for 2023-2031 period,

submitted to HCD in August, 2024, received comments on October, 2024, subsequently addressed HCD's comments, re-submitted to HCD on March 12, 2025, and currently pending review of revision comment's from HCD. It is expected to be adopted by Summer 2025. On December 17, 2024, the Planning Division completed a focused Development Code Text Amendment to meet recent legislative requirements in the State of California and implement programs from the 6th Cycle Housing Element. These updates included updates to ADU standards as part of Housing Element Program 4, addressing replacement housing requirements of AB1397 as part of Housing Element Program 5, and multiple updates to allowed uses in residential zones as outlined in the Housing Element Program 6. On September 17, 2024, City Council approved and amended the Public Health and Safety Element and adopted the new Environmental Justice Element. The update of the Public Health and Safety Element addressed fire risk, flooding, and climate adaptation and resiliency. The adoption of the Environmental Justice Element focused on addressing the health risks facing Porterville, including air quality, pollution exposure, and housing access. This update to the General Plan amended the goals and policies; however, no changes to land use designations occurred as a result of the update. The 2030 Porterville General Plan contains the following elements:

- Land Use
- Economic Development
- Circulation
- Parks, Schools & Community Facilities
- Open Space & Conservation
- Public Health & Safety
- Public Utilities
- Noise
- Housing
- Environmental Justice

Amendments

Two General Plan Amendments were completed in 2024.

Amendment Number	Approval Date	Description
2024-001	9/17/2024	Focused General Plan Update to the Public Health and Safety Element and the adoption of a new element, the Environmental Justice. The update addressed fire risk, flooding, and climate adaptation and resiliency for the Public Health and Safety Element. The adoption of the Environmental Justice Element as a new element focused on addressing the health risks facing Porterville, including air quality, pollution exposure, and housing access.

		This update to the General Plan amended the goals and policies; however, no changes to land use designations occurred as a result of the update
2024-002	10/1/2024	General Plan Amendment to the Land Use Map and Circulation Map in order to adopt the SoTu Master Plan. The SoTu Master Plan provides reductions in acreage of Low Density Residential and Retail Centers, and modest increases in Medium Density Residential, High Density Residential, Commercial Mixed-Use, Neighborhood Commercial, Professional Office, Industrial Park, Park and Recreation, and Public Institutional. These land use changes proposed to facilitate the transition of the Plan Area from a predominately agricultural and rural residential area to a mixed-use district, allowing varying uses at varying densities and intensities. The General Plan Amendment amends the Circulation Map to include two (2) collectors, A Street and B Street, to improve connectivity of the Plan Area to Westwood Street and Newcomb Street.

Annexations

The City of Porterville General Plan includes implementation policies that encourage annexation of County islands and unincorporated lands within the City's Sphere of Influence.

In 2024, the City of Porterville did not complete any requests for Annexation, although one application is being processed for the Family Healthcare Network expansion.

General Plan Implementation Progress

The following sections discuss the progress the City of Porterville made towards implementing the guiding and implementation policies of the current General Plan during the 2024 calendar year. Each section is organized by General Plan element and includes a summary of the overall objectives of the element. A summary of activities initiated or completed in 2024 will show progress made on the policies of the element. The activities listed focus primarily on actions that authorize physical improvements or the establishment of new uses. This is not an exhaustive list of all General Plan implementation progress made during the applicable calendar year.

Land Use Element

The Land Use Element assists in the orderly development of the community and designates the general distribution of land for housing, business, public buildings and grounds, and other categories of public and private land use. The Element also establishes standards of population density and building intensity. The

General Plan provides policies and standards for various land use types, summarized below. The activities identified for each land use type focus primarily on private development activity, including planning applications approved and building permits issued in 2024.

This report focused on data based on the approval and completion of projects that were approved by the City Council; however, additional permit approvals can be made at the staff level by the Zoning Administrator. Zoning Administrator approvals would typically include accessory structures or determinations of relief for fence height or setbacks and are often tied to a larger planning approval, heard by the City Council, or tied to the issuance of a building permit, both of which are already reported below.

Residential Projects

Seven residential land use designations are identified in the General Plan, ranging in density from a maximum of 2.5 units per acre to a maximum of 24 units per acre. These designations are intended to identify areas that are acceptable for housing, clarify the overall type of housing to be developed within each designation, and allow for a mixture of housing types, lot sizes, and affordability. Each residential designation includes a unit-per-acre maximum density expressed in units per gross acre. Types of housing include single-family units, multiple-family units, including duplexes and apartment buildings, and mobile homes.

2024 Activities

The City approved several entitlement applications or issued building permits for residential projects, as follows:

- **PRC 2005-028 Sierra Valley TSM:** City staff worked with the applicant to extend the life of the tentative subdivision map consisting of 74 lots.
- **PRC 2005-061 Royal Oaks:** Phase 3 is under construction, 192 lots.
- **PRC 2017-048 Terraza Multi-Family Neighborhood:** Approved TSM, pending final map, 46 units.
- **2017-055 Aria Subdivision:** Applicant proposed a subdivision near Henderson Avenue and Matthew Street.
- **PRC 2018-028 Villas at Sierra Meadows, 1, 2, and 3:** Phase 3 is under construction, 106 lots.
- **PRC 2019-040 River Springs TSM:** Applicant is proposing a 73-lot, small lot subdivision. Staff is currently processing a TSM and PD plan for this project.
- **PRC 2020-044 Brookside Subdivision:** Permits have been issued and construction has begun, Phase 1 which represent 151 Lots.
- **PRC 2020-048 Villas at Sierra Meadows 4 & 5:** TSM was amended in October 2024, 80 lots.
- **PRC 2023-026 Crestview Park Subdivision:** Received entitlements on May 21, 2024, 64 lots.
- **PRC 2023-027 Bareng VTSM:** Received VTSM application for 10 lots.
- **PRC 2023-045 Westfield Subdivision Vesting TSM:** Received entitlements on September 3, 2024, 28 units.
- **PRC 2023-046 La Vida TPM:** Completed construction of two (2) single-family homes on two separate lots.
- **PRC 2024-001 Llamas MFR:** Application received for a new 4-unit, multi-family project.

- **PRC 2024-005 Porterville Apartments:** Applicant proposed a new 32-unit, multi-family project.
- **PRC 2024-007 Morton Ave. Apartments:** Applicant proposed a new 20-unit, multi-family project.
- **PRC 2024-017 Della Farms Subdivision:** Applicant proposed a new 160-lot, small lot subdivision with a park.
- **PRC 2024-035 Dhillon MFR:** Applicant proposed a new 20-unit, multi-family project.
- **PRC 2024-040 Self-Help Enterprises:** Applicant submitted an SB 330 application to help developer vest rights for a large multi-family, affordable housing project, proposing 133 total units.
- **Building Permits:** 145 building permits were issued for construction of new residential units. There were 31 ADUs, 113 single-family homes, and 1 SB9 project.

The City also leveraged partnerships with various groups to facilitate residential projects or provided funding through assistance programs, including:

- **First-Time Homebuyer Loan Program:** In the Fiscal Year 24-25 three (3) of the City's low-income households benefited from the purchase of a home under the City's First-Time Homebuyer programs, funded with CDBG funds.
- **Owner-Occupied Rehabilitation Loan Programs:** In the Fiscal year 24-25 one (1) rehabilitation loan funded.

Commercial/Industrial Projects

The General Plan includes seven commercial and industrial land use designations listed in the Commercial/Office/Industrial category. These designations are intended to provide services and employment opportunities to both residents and people from surrounding communities. The designations note the appropriate building intensity and commercial or industrial uses appropriate in each area.

- **Panaderia La Cosecha:** Construction of a 1,640-square-foot bakery located at 23 North F Street is now complete.
- **KJ's Chicken:** New restaurant opened in Porterville, sign permit processed.
- **Mind Divers:** Approved permits for a new sign and business license.
- **Oacy's Relocation:** Amended building permit submitted and approved. Construction is anticipated to begin in 2025.
- **Papa's the Loaded Baked Potato:** Processed a temporary sign permit, leading to revitalization of a vacant location.
- **Premium Blossom:** Developer finalized all permits and entitlements for Porterville's third cannabis dispensary.
- **1500 Block W. Olive Avenue:** Renovations to multiple existing buildings for office and commercial uses at this commercial center, including solar canopies installed in parking lot.
- **La Michoacana:** Approved a business license and new sign for a vacant space in the Porterville Marketplace commercial center.
- **PRC 2022-029 Dutch Bros:** Approved and finalized a new commercial development in the Riverwalk commercial center.
- **PRC 2022-034 Wienerschnitzel:** Project under construction. Additionally, an application for a lot line adjustment has been submitted.
- **PRC 2023-030 Family Healthcare Network Expansion:** Approved entitlements for expansion of the parking area.

- **PRC 2023-038 Sports Cuts:** Approved entitlements for Conditional Use Permit for a bar/barbershop combination.
- **PRC 2023-048 Rare Tumbling Academy:** Processed a change of occupancy for a new business I in the Downtown area.
- **PRC 2024-002 Elev8 Fitness:** Processed a change of occupancy for a new business.
- **PRC 2024 -004 Carmen's Flower Shop:** Processed a change of occupancy for relocation and expansion of a business in the Downtown area, revitalizing a vacant building.
- **PRC 2024-006 Larissa's Home Furnishing:** Processed a change of occupancy for relocation and expansion of a business in the Downtown area, revitalizing a vacant building. **2024-009 Reach Medical Heliport:** Received an application for establishment of business at the Porterville Airport.
- **PRC 2024 -010 Store IT:** Processed text amendment to help the development of a new storage facility.
- **PRC 2024-013 Porterville Adult Day Healthcare:** Received application for change in occupancy and tenant improvements in the Downtown area.
- **PRC 2024-021 Foster Farms:** Approved building permit for commercial equipment installation.
- **PRC 2024-031 Maximo's Bodeguita:** Received application for a change in occupancy and tenant improvements for the expansion of an existing business in the Downtown area.
- **Business Licenses:** The City approved approximately 308 new business licenses.
- **Building Permits:** 40 building permits were completed for alterations, repairs, or new construction of commercial/industrial structures in 2024.

Mixed Use Projects

The General Plan includes two mixed-use land use designations. The Downtown Mixed-Use designation encourages a higher-density, vertical mix of uses with residential or office uses above ground floor retail or other commercial uses. It also provides for the development of more multi-family residential within walking distance of Downtown. The Commercial Mixed-Use designation allows for lower density but still multi-story development where the uses may be either horizontally or vertically mixed.

The City works diligently to encourage and assist with proposals for mixed-use projects. Although no permits were approved during the 2024 reporting period, the City continues to support the mixed-use concept to help stimulate revitalization, especially in the downtown areas where unoccupied buildings are common. Although technically not a land use designation, multiple parcels were designated as part of a Residential Neighborhood Zone District, which was used for the first time in City history. This was done as part of the SoTu Master Plan, a major milestone, funded by the LEAP Grant.

2024 Activities

- **PRC 2023-018 SoTu Master Plan and EIR:** Council Adopted Master plan in October 2024, providing a brand-new mixed use "Residential Neighborhood." This project will help guide development in a sustainable and efficient direction.
- **Building Permits:** No building permits were issued.

Economic Development Element

The Economic Development Element contains policies and actions that enable the City to direct local resources to retain and assist local businesses and attract new industries that will increase its tax base and economic diversity. This Element has been included in the City's General Plan to strengthen community development activities, enhance economic growth, and reinforce the planning process as a positive part of economic development. In addition, this Element seeks to improve the local business climate by providing jobs for its growing population, creating opportunities for the supply of retail goods and services that are needed in the community, fostering the development of a City that sustains its downtown, and supporting regional-serving and neighborhood commercial centers that can meet the everyday needs of residents.

2024 Activities

- **Requests for Information (RFIs) from Tulare County Economic Development Corporation (TCEDC):** The City of Porterville received 26 RFIs in 2024. Despite not leading to development, the City of Porterville continues to work closely with the TCEDC and the State of California's Go-Biz office to explore development opportunities for Porterville. TCEDC and the City of Porterville also holds monthly meetings to discuss and pursue potential development opportunities, ensuring ongoing collaboration to attract investment and promote economic growth in the region.
- **Community Development Block Grant (CDBG):** Housing and Urban Development Department (HUD) CDBG Funds were prioritized for economic development activities that created or retained low- to moderate-income jobs.
 - Under the Business Assistance Programs: One (1) NPO-CV loan was funded through the Community Development Block Grant CARES Act (CDBG-CV). One (1) Microenterprise Forgivable Loan Program loan was approved for funding. A total of two (2) businesses were assisted in 2024, which represents an investment of \$58,438.
- **Business Retention & Expansion (BRE) Efforts:**
 - **Ribbon cuttings** are a vital part of the City's efforts to promote business growth, offering visibility and recognition to new businesses, helping them make an impactful entrance into the community. By attending and participating in these events, the City of Porterville shows its commitment to supporting new ventures and strengthening the local economy. Ribbon cuttings provide a moment of celebration, helping businesses connect with local leaders, customers, and other businesses, which fosters a sense of community and collaboration. In 2024 the city attended 15 ribbon cuttings in 2024.
 - The City of Porterville launched a **Shop Local Contest** in partnership with the Porterville Chamber, local community organizations, and local businesses. 50 local Porterville businesses participated in a scavenger hunt-style contest and received promotion on social and local media. The businesses that participated were mostly small businesses with a high concentration of Downtown Porterville businesses participating.
 - **Downtown Porterville Business Meetings and Newsletter:** In 2024, the City of Porterville held quarterly meetings with Downtown Porterville businesses to maintain open lines of communication and foster collaboration. These meetings provide a platform for businesses to voice concerns, share ideas, and stay updated on developments and opportunities in the area. The City of Porterville also regularly published a monthly

newsletter to keep the business district informed of City updates affecting the downtown area.

- **Outstanding Business Recognition Program:** Each year, the City of Porterville recognizes three local businesses that have contributed to the community's economic base. In 2024, the City of Porterville recognized three small businesses: Poor Richards Pizza and Bar, Imagine Art Center, and Pizza Factory.
- **First Friday Coffee Networking:** City staff attends First Friday Coffee monthly, an event that allows local businesses and community members to network and strengthen relationships. This event fosters a collaborative spirit, providing an opportunity for local entrepreneurs to connect with peers and city officials. It plays a key role in building partnerships, sharing ideas, and promoting the growth of Porterville's business ecosystem.
- **Coffee with the CEO:** This event provides a great opportunity for local businesses and community leaders to network and collaborate. It fosters a sense of community and collaboration, allowing participants to share ideas, discuss challenges, and work together to support Porterville's growth and development.
- **Governmental Affairs Committee:** The City of Porterville attends the Governmental Affairs Committee monthly meetings, which help keep the community informed about legislative issues that could affect local businesses. The committee plays an advocacy role, when necessary, to protect the interests of businesses and ensure favorable conditions for growth and development in the area.
- **Retail Recruitment:** The City of Porterville is actively attracting retail and commercial businesses by participating in ICSC events, where real estate developers and retailers explore expansion opportunities. The City of Porterville also responds to RFIs from organizations like the Tulare County Economic Development Corporation (TCEDC) to showcase Porterville as an ideal location for new businesses. These efforts aim to diversify the local economy, create jobs, and enhance the retail experience for residents.

Circulation Element

The Circulation Element is intended to provide guidance and specific actions to ensure the continued safe and efficient operation of Porterville's circulation system. The Element is based on a fundamental philosophy that traffic conditions in the City can be managed through a comprehensive program of transportation planning, land use planning, and growth management strategies. This Element includes provisions for roadways, aviation, transit, pedestrian, and bicycle transportation modes, as well as parking. The intent of the Element is to identify transportation needs and issues within the City, as well as regional relationships that affect the transportation system; consider alternatives other than the single-occupant vehicle as essential in providing services and access to facilities; and establish policies that coordinate regional transportation planning circulation systems with General Plan and area plan land use maps and provide direction for future decision-making.

2024 Activities

- **Villa Street Reconstruction Project:** Olive to Henderson
- **Tule River Parkway Phase III:** Increases pedestrian connectivity by extending the trail to Plano Street and connecting to Fallen Heroes Park
- **Main Street Reconstruction Project:** Phase 2A

- **Butterfield Stage Corridor Project Began**
- **New Community Center and Park Project at Henderson Avenue:** Finalized plans, with construction to begin soon, and will have an estimated 18-month completion project
- **Porterville Transit:** Transitioned back to in-house management, with hiring of new positions in progress and continuing into 2025
- **Increased Transit Ridership:** Fixed-route ridership skyrocketed from 77,738 during the same period last year to an astounding 132,501.
- **Zero-Emission Maintenance Facility:** The Transportation Department secured funding from SB125 to develop a new Zero Emission Maintenance Facility.
- **Airport Taxiway Improvement Project:** Completed the upgrade of taxiways at the Porterville Municipal Airport to meet FAA standards, increasing safety, operational capacity, and support both private and commercial aviation needs, preparing the airport for future growth.

Parks, School & Community Facilities Element

The Parks, School & Community Facilities Element presents Porterville’s policies and programs for the development and maintenance of parks, schools, and community facilities. Additionally, this Element provides an inventory of existing and planned parks, recreation facilities, public schools, and other community facilities. This Element serves as a guide for park planning and development documents prepared by the Department of Parks and Leisure Services and the Parks and Leisure Services Commission; provides adequate, flexible school sites by recommending and discussing potential sites for elementary, middle, and high school; and promotes the development of community facilities as part of the network of public and private institutions that support the civic and social needs of the population.

2024 Activities

Parks Master Plan: The Parks Master Plan was worked on throughout the year and adopted January 2025. The Master Plan describes various types of parks and identifies park facilities and access improvements designed to maintain and improve Porterville’s quality of life for everyone. It guides the department in allocating resources over the next 15 years.

Parks Improvements: In addition to those below, the Golf Course Driving Range Netting, Hayes Field Lights, and Sports Complex Baseball Design were all completed in 2024

- **Skatepark:** The reopening of the Skatepark took place March 14th, 2024. The renovation project was paid for by a California State Parks Per Capita Grant, with supplemental funding from City Council. Professional skaters put on a demonstration followed by many excited youth and adults trying out all of the new additions.
- **Santa Fe Byway Trail:** The one-mile Santa Fe Byway trail received \$3.2 million in upgrades through a Clean CA grant. The trail was renovated from asphalt to concrete, fitness equipment and a playground were added, as was a large picnic pavilion, decorative Native American art, drinking fountains, a bike repair station and more.
- **Arbor Day Tree Planting:** The City's annual tree planting took place on Arbor Day at the Tule River Parkway.
- **Fourth St Park and Community Center:** Design is complete on the community center and park. Construction to begin in 2025. The estimated project completion is expected by end of 2026.

- **Santa Fe Sportsplex:** The City was awarded a \$2.5 million grant from the California State Parks Outdoor Recreation Legacy Partnership Program for the new Santa Fe Sportsplex. The project will include the installation of 10 mini pitch soccer arenas, 2 multi-sport arenas, 6 pickleball courts, a restroom, lighting and landscaping. The project expected to be underway in 2025. CDBG and Measure R will also fund the project.
- **Upcoming projects:** renovation of the Murry Park Pool, Veterans Park Trail Phase II, and Tule River Parkway Phase III.

Open Space & Conservation Element

The Open Space & Conservation Element is intended to establish policies and actions for the conservation, development, and use of open space and natural resources. Topics addressed include open space; agriculture and farmland resources; land resources including soils and minerals; biological resources; water quality; air quality; and cultural resources. The three General Plan initiatives this element addresses are: providing Porterville with a network of parks and open space; protecting ridgelines, visible hillsides, and significant environmental resources; and protecting community assets.

2024 Activities

- **Groundwater Recharge:** The Water Division completed approximately 2,373 acre-feet of groundwater recharge.
- **New Tertiary Water System Facility:** Began operation in April, produced 54 million gallons of recycled water for irrigation at the Sports Complex, reducing the use of potable water.

Public Health & Safety Element

The purpose of the Public Health & Safety Element is to identify the natural and man-made public health and safety hazards that exist within the City and to establish preventative and responsive policies and programs to mitigate their potential impacts. This Element addresses geologic hazards; wildfire hazards; hazardous materials; flood hazards; and safety services such as law enforcement, fire protection, and emergency response.

2024 Activities

- **2023 Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan:** The City adopted this plan in coordination with multiple other cities and Tulare County to address the specific risks that affect not only Porterville, but the entire County.
- **Fire Calls:** The FD responded to over 6,200 calls, making it one of the busiest years in the department's history.
- **Fire Department Strategic Plan:** Completed a Strategic Plan outlining the vision of the department for the next five years
- **Training Facility Upgrades:** The FD upgraded their training facilities, adding shows, radio systems, and advanced audio-visual capabilities.
- **Fire Equipment Procurement:** The Fire Department acquired two new engines and a tiller truck to bolster response capabilities.
- **Key Fire Department Infrastructure Projects**

- **Draeger Live Fire Training Tower:** This project will enhance hands-on training for personnel
 - **Fire Station 72 Remodel:** This project is moving into the bidding phase
 - **Fire Station 71 & EOC (Emergency Operations Center):** These projects are approaching their final design.
- **Police Department Calls & Statistics:** The PD responded to over 57,753 calls for service, made over 4,00 arrests, and saw a 9% decrease in total crime, with a year-to-date drop of 11.3%
- **Increased Traffic Enforcement:** In response to a 5% increase in traffic collisions, the PD has bolstered their traffic enforcement activities.
- **PD Personnel Expansion:** The PD is continuing to expand with approximately 15 positions in various stages of hiring, including Police Officer Trainees, lateral officers, dispatchers, and community service officers.
- **Special Methods and Resources Team (SMART) Team:** The PD continues to strengthen its SMART team, which focuses on homelessness and mental health problems affecting individuals. The team responded to over 1,00 calls and helped 38 people find housing.
- **School Resource Officer Unit:** The PD has continued to enhance school safety by expanding its School Resource Officer Unit.
- **New Animal Shelter:** The shelter, located at 185 North D Street in the former Citibank building, was a highly anticipated relocation designed to provide a more accessible and efficient facility for both the animals and the public. The 9,600 square-foot building has been remodeled with modern amenities, including meet-and-greet rooms and a dog park, to ensure a humane environment for displaced animals. The facility also features improvements to limit noise and a wall in the lobby recognizing the community's support.
- **Expanding and Acquiring New Technologies:** These technologies assist in crime prevention, locating missing persons, and supporting major incidents
 - **Axon Fleet Dash Cameras**
 - **Citywide Cameras:** PD has installed new cameras with license plate reading technology.
 - **Expansion of Drone Fleet**
 - **Evidence Processing Equipment:** PD is investing in state-of-the-art evidence processing equipment, with a new crime scene vehicle expected in 2025
- **Promoting Officer Mental Health and Wellness:** PD has prioritized mental health and wellness through programs funded by grants and department resources.
- **Continued Community Engagement and Partnerships with Other Law Enforcement Agencies:** the Porterville Police Department remains dedicated to ensuring the safety and security of the city while fostering a positive relationship with the community

Public Utilities Element

The purpose of the Public Utilities element is to provide policies and programs to ensure that the public utilities and services the community relies on will have the capacity to serve new development under the General Plan without degrading existing service levels. The public utilities provided by the City of Porterville or quasi-public organizations include water, wastewater, stormwater, solid waste, electricity, natural gas, and telecommunications.

2024 Activities

- **Waste Water Treatment Facility:** The facility treated 1.74 billion gallons of wastewater and 1,500 tons of biosolids for reuse at the City's reclamation area. The newly completed Tertiary Water System Facility, which began operation in April, produced 54 million gallons of recycled water for irrigation at the Sports Complex, reducing the use of potable water. Key upgrades included the replacement of sludge pumps, grit chamber improvements, and a new air conditioning unit for the electrical control building.
- **The Water Division:** With 16 employees, manages 17,421 service connections. They replaced 1,954 meters, installed 229 new meters, and repaired 11 hydrants. Staff also conducted 2,373 acre-feet of groundwater recharge and responded to 310 service calls. They also continue to address damage from recent storms along the Tule River
- **Major Water Projects**
 - System-wide meter upgrade
 - New communication towers
 - Installation of storm drain pipes at Zalud Park.
- **The Sewer Division:** Cleaned 22 miles of sewer mains and 2.5 miles of storm drains, responding to 86 callouts and maintaining 24 sewer lift stations to ensure the system runs efficiently.
- **The Refuse Division:** Staffed by 19 employees, collected and disposed of 40,000 tons of waste, including 5,425 tons of recyclables and 9,000 tons of organic waste. They also logged over 209,500 miles and cleaned 4,411 miles of gutters, preventing debris from entering the storm drains.
- **The Laboratory:** Supports the City's water and wastewater operations by conducting over 20,000 tests annually. This includes testing for wastewater (16,200 tests), drinking water (1,800 tests), industrial pre-treatment (500 tests), and public water (2,100 tests), ensuring safety and compliance with regulations.
- **Akin & Central Mutual Water System Improvements.**

Noise Element

The purpose of the Noise Element is to identify the existing noise sources within the City and to establish policies and programs to mitigate potential impacts through both preventative and responsive measures. The regulation of noise sources such as traffic, railroad operations, and aircraft operations is overseen by State and federal agencies; therefore, this element has a direct correlation with the land use, circulation, and housing elements.

2024 Activities

No substantial noise-element activities were implemented.

Environmental Justice Element

The purpose of the Environmental Justice Element is to address any unique health risks in Porterville by addressing the following topics: Pollution Exposure and Air Quality, Public Facilities Access, Food Access, Safe and Sanitary Homes, Physical Activity, and Community Engagement

2024 Activities

- **General Plan Updated:** On September 17, 2024, City Council approved and adopted the new Environmental Justice Element.

Housing Element

As noted in the Introduction, HCD requires the reporting of the Housing Element on specific state reporting forms. The method of reporting the Housing Element is established by HCD with the purpose of tracking overall housing production in a community, as well as a jurisdiction's progress toward meeting its Regional Housing Needs Allocation (RHNA). The City's Housing Element APR for 2024 is being submitted as a separate report to HCD. Before the submittal of the annual progress report, the detailed report will need to be approved by City Council, prior to HCD's submittal deadline of April 1, 2025.



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Approval of Draft Minutes of March 11, 2025

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of March 11, 2025.

RECOMMENDATION: That the Council approve the draft Minutes of March 11, 2025

ATTACHMENTS: 1. Draft Minutes of March 11, 2025

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Yuliana Andrade, Administrative Services Director

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MARCH 11, 2025, 4:00 PM**

Call to Order at 4:00 p.m.

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

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, provided the City Council with documentation obtained from the League of California Cities website, outlining the limited authority cities have over school regulations, which is restricted to zoning.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

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

Council convened into Closed Session at 4:02 p.m., with Acting Chief Deputy City Clerk Fernando Gabriel-Moraga noting that no report was anticipated upon its conclusion.

ADJOURNMENT

The Council adjourned at 8:39 p.m. to the meeting of March 18, 2025, at 5:30 p.m.

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

SEAL

Greg Meister, Mayor



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Authorization to Purchase of a Verticus Plus Bauer SCBA Fill Station

SOURCE: Fire

COMMENT: Self-contained breathing Apparatus (SCBA) air-fill stations are a critical component of fire department operations, ensuring that firefighters have reliable and safe breathing air while responding to emergencies. A SCBA air-fill station at Fire Station 73 ensures that the fire department can fill SCBAs at multiple locations and adds redundancy and self-sufficiency.

The Porterville Fire Department seeks to purchase the Verticus Plus Bauer SCBA Fill Station from Bauer Compressors utilizing a state-approved contract, which guarantees the best pricing from the manufacturer. The total cost of this purchase is estimated at \$80,739.51, which includes:

- SCBA Fill Station: \$61,338
- Sales Tax: \$5,673.77
- Freight: \$2,926.00
- Installation & Training: \$1,957.00
- Electrical Work by City Electrician: Not to exceed \$5,000
- 5% Contingency: \$3,844.74

The proposed unit is a sole-source request, as it will replace the department's current Bauer SCBA air-fill station. Bauer is a trusted brand known for its quality, reliability, and serviceability. Staying with Bauer ensures seamless transition, minimal re-training, and compatibility with existing systems. While third-party vendors sell the unit, purchasing directly through the state contract provides the best pricing and avoids unnecessary markups.

The new SCBA air-fill station will be installed at Fire Station 73. Station 73 has been selected as the installation site because it will remain operational and uninterrupted during planned fire station remodels, while also adding redundancy and self-sufficiency. Additionally, the City Electrician will complete the necessary electrical upgrades at an estimated cost not to exceed \$5,000. Funding for this purchase is available in the Equipment Replacement Fund.

RECOMMENDATION: That the City Council approve the purchase of a Verticus Plus Bauer SCBA Fill Station from Bauer Compressors, in an amount not to exceed \$80,739.51(including sales tax, freight, installation, training, 5% contingency and electrical work) from Bauer Compressors.

ATTACHMENTS: 1. Bauer CA State Purchasing Contract
 2. Bauer SCBA Fill Station Quote

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Fire Chief

Final Approver: Jason Ridenour, Interim City Manager



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
**STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY**

Supplement 1

ISSUE AND EFFECTIVE DATE: ***07/31/2024***
CONTRACT NUMBER: 1-24-42-07
DESCRIPTION: SCBA Compressors
CONTRACTOR: Bauer Compressors, Inc.
CONTRACT TERM: 07/01/2024 through 06/30/2027
STATE CONTRACT ADMINISTRATOR: Robert Kitay
Phone: (279) 846-8528
Email: Robert.Kitay@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

[Non-IT General Provisions \(rev 6/21/2022\)](#)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION		
Bauer Compressors, Inc. 1216 Stealth Street Livermore, CA 94551	Fax: (925) 449-7201 Email: Tim.McGuire@bauersf.com	Bauer Compressors, Inc. Tim McGuire Phone: (925) 449-7210

Contract (Mandatory) 1-24-42-07
Contract User Instructions ****Supplement 1****

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Date
<i>*1*</i>	<i>*Subject contract is hereby modified to reflect the following change(s): ➤ Article 32: updated language and included list of vetted forms and certifications*</i>	<i>*07/31/2024*</i>
N/A	Original Contract Posted	07/01/2024

All other terms and conditions remain the same.

Contract (Mandatory) 1-24-42-07
Contract User Instructions ***Supplement 1***

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1. SCOPE

The State's contract with Bauer Compressors, Inc. (Contractor) provides SCBA Compressors at contracted pricing to the State of California and local government agencies in accordance with the requirements of Contract # 1-24-42-07. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of SCBA Compressors to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract will expire at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all the State's departments.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. State departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Government Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products. While the State makes this contract available to local governmental agencies, each local

Contract (Mandatory) 1-24-42-07
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governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.
 - A DGS issued billing code is not required for local governmental agencies to place orders against this contract.
- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local government agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](#) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Government Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-Procurement Division (hereafter “DGS-PD”) an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency’s purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. EXEMPT PURCHASES

There are no exempt purchases associated with this contract.

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Contract (Mandatory) 1-24-42-07
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Ordering agencies and/or Contractor shall inform the State's Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

7. SPECIFICATIONS

All core catalog products listed on Attachment A, Contract Pricing, must conform to contract specifications as set forth in Attachment B - Specification 4210-0301845_1, R3.

8. CONTRACT ITEMS

Contract items are categorized under two (2) main categories:

A. Core Items:

Core items are available for purchase by ordering agencies at a fixed contract price as set forth in Attachment A - Contract Pricing.

B. None-Core Catalog:

Non-core catalog items are items available in the Contractor's catalog. Non-core items shall be limited to items within the scope of the SCBA Compressors, component parts, and consumables that are not included as part of the core items identified in Attachment A - Contract Pricing.

Non-core catalog items shall be available for purchase at a 25 percent discount off list price. Non-core catalog items may be offered at a greater discount than the contract discount off list. Non-core items at a discount less than as noted above will not be considered.

Items outside of the scope of this contract shall not be purchased under this contract.

The non-core catalog, including list prices, can be found here: [Bauer Non-Core Catalog](#).

9. CUSTOMER SERVICE

The Contractor has a customer service unit that is dedicated to this contract. The customer service unit provides office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

Contact	Phone	Email
Tim McGuire	(925)449-7210	Tim.McGuire@bauersf.com

Contract (Mandatory) 1-24-42-07
Contract User Instructions ***Supplement 1***

10. PRODUCT SUBSTITUTIONS

Product substitution shall occur in accordance with the General Provisions (rev 6/21/2022), Article 16 entitled "Substitutions".

11. PROMOTIONAL PRICING

The Contractor shall immediately notify the State Contract Administrator of all manufacturer's price declines and ordering agencies shall receive full benefit of such declines.

12. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FISCAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the [Office of State Publishing web site](#) (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) FISCAL Purchase Documents

State departments transacting in FISCAL will follow the FISCAL procurement and contracting procedures.

3) Blanket Purchase Orders

The use of blanket purchase orders against this statewide contract is not allowed.

B. Local Government Agencies

Contract (Mandatory) 1-24-42-07
Contract User Instructions ***Supplement 1***

Local governmental agencies may use their own purchase documents for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

13. MINIMUM ORDER

There is no minimum order for this contract.

14. ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
Bauer Compressors, Inc. 1216 Stealth Street Livermore, CA 94551	Fax: (925) 449-7201	Email: Tim.McGuire@bauersf.com

When using any of the ordering methods specified above, all ordering agencies must conform to proper State law, policy, and procedures.

15. ORDER ACCEPTANCE

The Contractor shall accept orders from any ordering agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

16. ORDER RECEIPT CONFIRMATION

The Contractor shall provide ordering agencies with an email or facsimile order receipt confirmation within two (2) business days of receipt of a purchase document.

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The Order Receipt Confirmation shall include the following information:

- Contractor's Order Number
- Ordering agency name
- Agency order number (purchase order number)
- A Detailed Description of the Goods to be Shipped
- Purchase order total cost
- Anticipated delivery date
- Identification of any Out of Stock/Discontinued Items

17. DELIVERY SCHEDULES

Delivery for orders placed against this contract shall be in accordance with the following:

A. Locations

Deliveries are to be made (statewide) to the location specified on the individual purchase order, which may include, but not limited to inside buildings, high-rise office buildings, and receiving docks.

B. Schedule

Delivery of ordered product shall be completed in full within seventy (70) calendar days after receipt of an order (ARO), unless otherwise agreed to in writing by the ordering agency.

Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each ordering agency for their specific delivery hours before delivery occurs.

The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Receipt Confirmation.

The Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PT.

C. Security Departments

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures for delivery drivers.

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Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

18. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the Contractor, to the ordering agency's receiving point.

Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when all responsibility will pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

19. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions (rev 6/21/2022), Article 12 entitled "Packing and Shipment."

20. PACKING SLIP

Packing slip requirements shall be in accordance with the General Provisions (rev 6/21/2022) Article 12 entitled "Packing and Shipment".

21. INSTALLATION

The Contractor shall set/secure all SCBA Compressor units in place, render said units operational, and remove all dunnage at no cost to the ordering agency. At the time of installation, the Contractor shall ensure that the purchase order has been delivered in full. Additionally, at no cost to the Ordering Agency, the Contractor shall conduct all initial onsite tests required by California OSHA regulations to render the unit usable, including, but not limited to, air sample testing, Kunkle valve testing, and CO calibration.

The Contractor shall also, at no additional cost to the ordering agency, provide quality assurance signage for all breathing air systems by an accredited testing laboratory.

At the time of ordering, the ordering agency shall collaborate with the Contractor to ensure all public works related tasks have been completed prior to the Contractor delivering and securing the SCBA Compressor. The ordering agency and Contractor will mutually collaborate to identify all requirements (e.g., power, foundation) for installation at the specific field location.

Public works are NOT part of this contract.

22. INSPECTION AND ACCEPTANCE

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Inspection and acceptance shall be in accordance with the General Provisions (rev 6/21/2022), Article 17 entitled "Inspection, Acceptance and Rejection".

Acceptance shall not occur until the installation requirements of Section 21, Installation are satisfied in full.

23. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	DGS-PD	Bauer Compressors, Inc.
Contact Name:	Robert Kitay	Tim McGuire
Telephone:	(279) 946-8528	(925) 449-7210
Facsimile:	N/A	(925) 449-7201
Email:	Robert.Kitay@dgs.ca.gov	Tim.McGuire@bauersf.com
Address:	DGS/Procurement Division Attn: Robert Kitay 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	Bauer Compressors, Inc. Attn: Tim McGuire 1216 Stealth Street Livermore, CA 94551

24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering agency. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Agreement Number (Contract Number)
- Agency order number (purchase order number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

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Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. Cal Card Use

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of a Purchasing Authority Purchase Order (Std. 65) and must include all required documentation applicable to the purchase.

The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 2. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

C. State Financial Marketplace

State departments reserve the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Contractor will invoice the State department and the State department will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

D. Payee Data Record

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed. The Std. 204 can be found in FI\$CAL or may be requested from the Contractor.

26. CAL-CARD INVOICING

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Article 24, Invoicing. CAL-Card invoices shall be submitted to the CAL-Card account holder. The total invoice amount for each CAL-Card order must reflect a zero (0) balance due or credit, if applicable, and state "paid by CAL-Card".

This website contains additional information regarding [DGS-PD's CAL-Card program](#).

27. CALIFORNIA SELLER'S PERMIT

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The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

Contractor Name	Seller Permit #
Bauer Compressors, Inc.	21-820120

28. WARRANTY

Equipment furnished for this solicitation shall operate satisfactorily and be free from any defects in materials and workmanship. Contractor shall bear all material, labor and transportation costs for repair of defects and failures occurring within the warranty period.

Equipment shall have a minimum warranty period of three (3) years (36 months) from the date of Acceptance (see Section 22, Inspection and Acceptance), at no cost to the ordering agency. Any standard OEM warranties that exceed the minimum warranty requirements shall be made available to the ordering agency.

At no cost to the ordering agency, warranty technical support and service shall be provided by the Contractor to any location that has an onsite an SCBA Compressor purchased through this contract.

Technicians shall be OEM certified and sufficiently trained to inspect, service and repair the OEM's SCBA Compressors. Upon request by the ordering agency, the Contractor shall identify the name(s) and qualifications of the technical support personnel to provide the requested service, within five (5) business days of the request for service by the ordering agency.

During the warranty period, service personnel and repair parts shall be readily available from the Contractor. Warranty replacement parts shall be made available to the ordering agency within seventy-two (72) hours from the date of the order, whether the order is made by telephone or in writing. Freight or transportation costs for warranted parts are the responsibility of the Contractor and the use of overnight delivery is required when a Compressor is out-of-service due to needed parts.

29. TRAINING

Contractor shall provide manufacturer authorized technical instruction covering the proper use and maintenance of the SCBA Compressor and all associated parts.

Training shall take place onsite at various locations to be determined by the ordering agency.

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This shall include initial training at the time of installation, and if purchased, additional end user training.

A. Initial Training

Contractor shall provide initial manufacturer's authorized technical training at each installation site of the SCBA Compressors of to up to ten (10) designated personnel of the ordering agency. This training shall cover the proper operation and maintenance of the SCBA Compressor and all associated parts and be provided at no cost to the ordering agency.

B. Training Materials

Contractor shall provide multimedia (print media and on-line access materials) educational materials for each SCBA Compressor type for each location at the time of delivery and installation. These materials should cover the proper use and maintenance of the SCBA Compressor, at minimum, and be provided at no cost to the ordering agency.

C. Additional End User Training

As needed, and beyond the initial training, the Contractor shall make training available to the Ordering Agency per the rate set forth in Attachment A, Contract Pricing.

Travel expenses for Additional Training shall be borne by the Contractor and are not to be charged to the Ordering Agency.

This end user training is not included under initial training requirements of this section.

30. RECYCLED CONTENT

There is no recycled content associated with this contract.

31. SMALL BUSINESS (SB) OR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

32. **VETTED FORM/CERTIFICATIONS*

DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (CUF) during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to conduct a CUF evaluation or request the completion of the following required certifications and forms:

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- ***GenAI Disclosure & Factsheet (STD 1000)***
- ***Bidder Declaration Form (GSPD 05-105)***
- ***DVBE Declaration Form (DGS-PD 843)***
- ***Darfur Contracting Act Form***
- ***California Civil Rights Certification Form***
- ***Iran Contracting Act Certification***
- ***Russian Sanctions Agreement***
- ***Federal Debarment***

State departments should make a notation of this within their procurement file.*

33. ATTACHMENTS

Attachment A – Contract Pricing

Attachment B – Specification 4210-0301845_1, R3



267 East Airway Blvd
Livermore, CA 94551
Phone: 925-449-7210
Fax: 925-449-7201

To:
Tallen Speck
Porterville Fire Department
Phone: 559-310-0633
Email: tspeck@ci.porterville.ca.us

Date: 1/27/2025

ITEM	QTY	DESCRIPTION	PRICE	AMOUNT
1	1	Verticus Plus VT-P/13H-E3 Working pressure: 6,000 psi Charging rate: 13.0 scfm Horsepower: 10 three phase		\$61,338.00
2	1	Electronic CO Monitor w/Calibration Kit		Inc.
3	1	ASME Air Storage in Lieu of DOT (Total of two (2) 6,000 psi ASME)		Inc.
		Sales Tax 9.25%		\$5,673.77
		Freight		\$2,926.00
		Installation/Training		<u>\$1,957.00</u>
		Total		\$71,894.77

California State Contract No. 1-24-42-07

Note: Bauer will deliver compressor system, place system into installation site, plumb system together with Stainless Steel Tubing, make final hook up to supplied electrical power, make final run test of system and perform operation training for Porterville FD personnel.

Thank you for the opportunity to submit this quotation. If you have any questions please give us a call.

Sincerely,
Tim McGuire
(925) 449-7210
Tim.McGuire@bauersf.com



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Authorization to Purchase Wanco - Mini Message Boards

SOURCE: Public Works

COMMENT: City staff is seeking approval for the purchase of two (2) Wanco Mini Message Boards to improve traffic control measures and ensure the safety and efficiency of street maintenance operations conducted by the Street Division within the City of Porterville.

The Street Division is responsible for maintaining the roads, ensuring safe and efficient traffic flow, and minimizing disruptions during maintenance activities. Effective communication with motorists and pedestrians is essential in achieving these objectives. A portable message board provides real-time information, improving public safety and reducing traffic congestion during roadwork. The Wanco Mini Message Board is a crucial tool for improving traffic control and public safety by providing clear and visible communication to motorists of upcoming roadwork, detours, lane closures, and safety precautions, ultimately reducing accidents and confusion caused by unexpected traffic changes.

Its portability and ease of deployment allow for flexibility in various locations, accommodating the dynamic needs of road maintenance and emergency situations. The ability to update messages remotely ensures real-time adaptability to changing conditions. Additionally, the message board helps the City comply with federal and state traffic safety regulations, ensuring proper public notification and enhancing coordination with emergency response teams and law enforcement.

The Streets Division received three (3) quotes for the Wanco Mini Message Boards. The quotes are as follows:

KRC	\$39,676
Meridian	\$39,856
Wanco	\$47,650

KRC has been identified as the company submitting the lowest quote, therefore securing the quote for the purchase of two (2) Wanco Mini Message Boards. The expenditure for the purchase, in the amount not to exceed \$47,680.63, which includes two (2) Wanco Mini Message

Boards, taxes, freight, and a ten percent (10%) contingency, will be funded from the Self-Performed Street Maintenance Budget. Furthermore, KRC is based out of Visalia and can provide instruction, training, and repairs in a timely and efficient manner.

RECOMMENDATION: That the City Council:

1. Award the purchase of two (2) Wanco Mini Message Boards to KRC for an amount not to exceed \$47,680.63, which includes the equipment, taxes, freight, and a ten percent (10%) contingency;
2. Direct the Finance Director to initiate a Purchase Order to KRC for an amount not to exceed \$47,680.63, which includes the equipment, taxes, freight, and a ten percent (10%) contingency; and
3. Direct the Finance Director to make payment to KRC upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS:

1. KRC Safety Message Board Quote
2. Meridian Equipment Message Board Quote
3. Wanco Message Board Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Jason Ridenour, Interim City Manager



License #507950 (A,C31)
 DBE #000447
 SBE #6897
 MBE #9IS00114
 DIR #1000004730

Sales Quote

Date	Estimate #
2/26/2025	25-240

Name / Address
CITY OF PORTERVILLE 291 NORTH MAIN STREET PORTERVILLE, CA 93257

Ship To
Customer to Pick Up

7821 W. Sunnyview Visalia, CA 93291 Ph# 559-732-0393 Fax# 559-732-2684 Visit us online @ www.krcsafety.com	Rep	Project #	P.O. No.
	DC		

Description	Qty	Rate	Total
PCMS Model: WVTM(A) Wanco Mini Matrix Message Board with Hydraulic Lift (Display Size: 55" x 96") Full matrix display • 12" default font size, variable font sizes, full range of MUTCD graphics • One 85-watt solar panel • Four 6 volt Deep Cycle batteries, 400 Ah total capacity • 15 amp charger • Telescoping hydraulic tower with 360-degree rotation • Internal Touch-screen Sign Controller • Orange powder-coat finish • 2" Ball hitch • Removable draw bar • High Density Polyethylene Fenders	2	18,816.00	37,632.00T
PCMS Add On Option- Wanco Security Battery Box with Puck Locks (Four – 6VDC Flooded Batteries - 430 Ah total capacity) (15-amp Battery Charger)	2	372.00	744.00T
Freight Charges - Manufacture to KRC SAFETY	2	650.00	1,300.00

- Quote good for 30 days from quote date.
- 3% fee will be charged on all credit card transactions
- Payment terms are NET 30 unless stated differently on quote. An additional 2% per month interest charge will be charged on all invoices not paid within 30 days. This rate is based on your past due balance at the end of each billing period.
- Applicable sales tax will be added at time of delivery.
- Unless otherwise noted contractor is responsible for all unloading and loading of materials.

Subtotal	\$39,676.00
Sales Tax (0.0%)	\$0.00
Total	\$39,676.00



Meridian Pacific Equipment
1315 Vinci Ave
Sacramento, CA 95838
(916) 781-9553

Stock Release	
Rental	
Demo	
Sales Order	
Quote	X

BILL TO	City of Porterville	SHIP TO	City of Porterville
ADDRESS		ADDRESS	
CITY, STATE ZIP	Porterville, CA	CITY, STATE ZIP	

ORDER BY	PO / JOB #	PHONE	FAX
Joe Baeza			

PAYMENT TERMS	FOB	VIA	Order Date	Delivery Date
N30	Sacramento, CA		3/5/2025	2-3 weeks to ship

QTY	ITEM / SERIAL #	DESCRIPTION	UNIT PRICE	TOTAL
2	WVTM(A)	Wanco Mini-Matrix Message Board - Hydraulic Winch	\$ 19,056	\$ 38,112
2		Security Battery Box	\$ 372	\$ 744
2		Freight ea	\$ 500	\$ 1,000
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Quotes are valid for 30 days Used Equipment is Sold As-is, Where-is

I acknowledge receipt in good order of the item(s) rented / purchased, that I have received and understood instructions regarding the use of the item(s) rented, and that I have read and agree to all items printed on the face and reverse of this contract.

SUBTOTAL	\$ 39,856
FREIGHT	
SALES TAX %	
TOTAL	\$ 39,856

PRINT NAME _____

SIGNATURE _____

Renter / purchaser or authroized agent and signatory of renter / purchaser.



5870 Tennyson St, Arvada, CO 80003
Phone 303-427-5700 | www.wanco.com

Quote

Jay Ruegner
For assistance please call or email
+12084845324 | jay.ruegner@wanco.com

Shipping Instructions	Lead Time		Quote #	SQ200384005
Client MUST have loading dock or forklift with 8' forks in order to offload equipment.	Terms	Net 30	Date	03/05/2025
			Expiration	04/02/2025

Customer Information	Ship To Information
	city of Porterville porterville, CA

Notes
Freight cost TBD if zero.

Part #	Description	Qty	Price	Total
WVTM(A)	Wanco Mini Matrix Message Board with Hydraulic Lift (Display Size: 55in x 96in) Full matrix display - 12in default font size, variable font sizes, full range of MUTCD graphics - One 100-watt solar panel - Four 6 volt Deep Cycle batteries, 400 Ah total capacity - 15 amp charger - Telescoping hydraulic tower with 360-degree rotation - Internal Touch-screen Sign Controller - Orange powder-coat finish - 2in Ball hitch - Removable draw bar - High Density Polyethylene Fenders	2	\$22,685.00	\$45,370.00
<i>Security Battery Box (Upgrade)</i>	<i>Wanco Security Battery Box with Puck Locks</i>	2	\$440.00	\$880.00

Product Subtotal	\$45,370.00
Options Subtotal	\$880.00
Sales Tax	\$0.00
Freight	\$1,400.00
Total	\$47,650.00

To ensure prompt processing of your accepted quotation, please sign below and return this form to quote@wanco.com

Print Name:

Date:

Signature:

PO #:

Please add any applicable sales tax. All terms are based on approved credit.

For equipment shipping from the factory, the shipping address must have a forklift and forklift operator, or loading dock. Additional fees may apply if location cannot unload equipment. Dealer to perform safety check on all equipment upon delivery, which may include tire inflation, drawbar connection, and connecting tail lights. Equipment will ship on open flatbed commercial truck and may need to be washed on arrival.

Dealer is responsible for registration filing and fees if required by local jurisdiction. Wanco will mail certificates of origin to the billing location upon shipment of equipment.

All products sold with Fleet Manager access may require additional data subscription. Fleet Manager is owned and maintained by Wanco and therefore all data collected and residing in Fleet Manager is property of Wanco. Wanco reserves the right to use data as needed.

For equipment warranty information, visit: <https://www.wanco.com/support/warranty-policy/>

Thank you for choosing Wanco!



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Authorization to Purchase Park Improvements Utilizing CDBG Funds and Authorization to Distribute Request for Qualifications

SOURCE: Parks and Leisure Services

COMMENT: The Parks and Leisure Services Department purchases park amenities through Community Development Block Grant (CDBG) Park Improvement Funds on an annual basis as funding permits. For fiscal year 2024/25, there are approximately \$390,000 in CDBG funds for park improvement projects. A stipulation of the funding source is that the project must take place within an eligible census tract. Eligible City parks include Murry Park, Zalud Park and Fallen Heroes Park. This year's project is recommended to take place at Murry Park to complete some unfinished playground projects at that location. The project is proposed to take place in the two play areas on the west side of the park along North Corona Drive.

The proposed playground equipment will add some accessible components to the play area, as well as shade. Specifically, the project scope is as follows: extend the shade on the main playground to cover the swings, add shade to the global motion play area, extend the south play area and add an accessible shaded playground, add an accessible swing, install some bench seating, and add ADA connectivity to the amenities. A separate Request for Qualifications will be held for the ADA connectivity portion of the project as that is beyond the scope of these playground vendors.

Four vendors that the City has purchased playground equipment from in the past were contacted to provide quotes. The vendors submitted quotes based on what they possessed in their inventory relative to the needs of the community. All four vendors are members of a government discount purchasing cooperative which streamlines procurement and offers cost-effective ways for governmental agencies to acquire goods and services. Only two of the four vendors were responsive and out of the two, only MRC GameTime included all the project scope items in their quote. The quote from MRC GameTime was \$325,000 and the incomplete quote from Park Planet was \$205,079.95. The City has utilized MRC GameTime in several of its park projects and has had no previous issues. The existing playground at Murry Park was purchased from MRC GameTime. At its meeting on March 6, 2025, the Parks and

Leisure Services Commission voted unanimously to recommend the Murry Park playground equipment project utilizing CDBG Park Improvement Funds. The purchase of these items is contingent upon current and future funding allocations available through the Community Development Block Grant (CDBG) funds designated for public facilities and improvements.

RECOMMENDATION: That the City Council:

1. Authorize the purchase of playground equipment for Murry Park, including installation, through Community Development Block Grant Park Improvement Funds from MRC GameTime not to exceed \$357,500, which includes ten percent (10%) contingency should any unforeseen circumstances arise during installation; and
2. Authorize the distribution of a Request for Qualifications for the ADA connectivity path portion of the project.

ATTACHMENTS:

1. Murry Park Locator Map
2. Park Planet Quote
3. MRC Quote

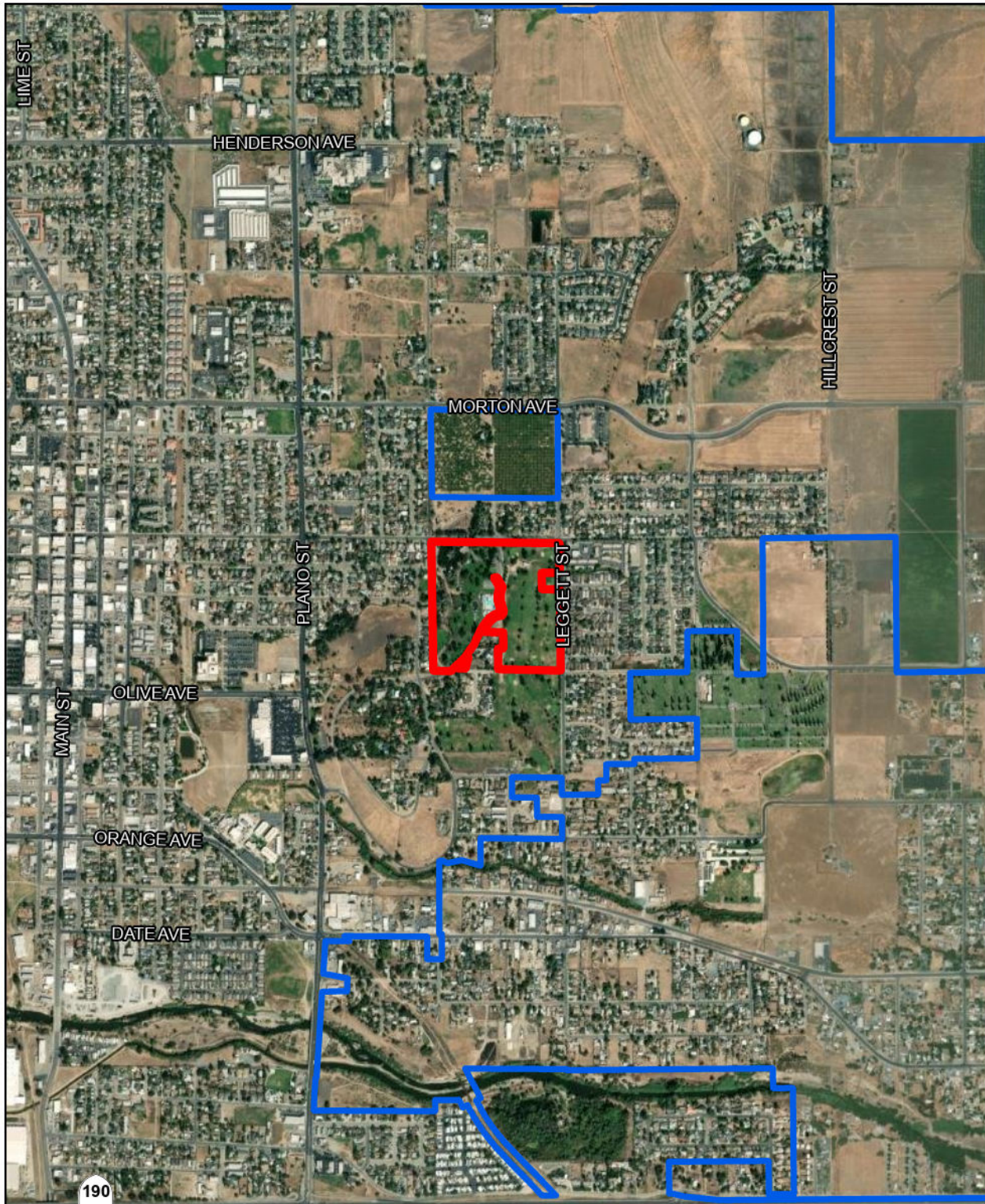
Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Jason Ridenour, Interim City Manager

Locator Map Murry Park



-  Project Location
-  City Limits

1 in = 1,500 feet



Date Printed: 3/11/2025 by the Community Development Department



Park Planet
a Division of Park Associates, Inc.
415 Elm Street
Red Bluff CA 96080

Quote# Q25-1812

Orbital Pit Expansion

Bill To:

City of Porterville
291 N Main St
Porterville CA 93257
United States

Quote Date: 03/06/2025

Quote Expires: 04/05/2025

Terms: Net 30dys / Shipment

Quote Total: \$205,079.95

Contact Name	Contact Phone	Contact Email	Sales Rep	Sales Rep Email
Donnie Moore	+15597827536	dmoore@ci.porterville.ca.us	Cody Hill	cody@parkplanet.com

Description	Vendor	Qty	Rate	Amount
PR-R5 Playground Structure Round 5" Steel System SN: R5084A52A	Playcraft Systems, Inc	1	\$33,058.00	\$33,058.00
Indigo Flower - (With Inground Mount Kit)	Playcraft Systems, Inc	1	\$1,676.00	\$1,676.00
Orange Flower - (With Inground Mount Kit)	Playcraft Systems, Inc	1	\$1,552.00	\$1,552.00
Turquoise Flower - (With Surface Mount Kit)	Playcraft Systems, Inc	1	\$1,428.00	\$1,428.00
Yellow Flower - (With Inground Mount Kit)	Playcraft Systems, Inc	1	\$1,676.00	\$1,676.00
A3-4286-6G 4286-6G 6ft Bench (w/ Back, GM)	Playcraft Systems, Inc	1	\$933.00	\$933.00
A3-4286-6G 4286-6G 6ft Bench (w/ Back, GM)	Playcraft Systems, Inc	1	\$933.00	\$933.00
A2-2120-1 8ft Arch Swing Bay (1 Seat)	Playcraft Systems, Inc	1	\$4,015.00	\$4,015.00
A2-131410 Inclusive Seat	Playcraft Systems, Inc	1	\$1,142.00	\$1,142.00
60' x 40' x170' Hip Canopy 4 - Columns 17' Eave Height Footing: 6'-6" Deep by 30" Wide CA Fire Marshal Approved Fabric - Fireblock Includes Rebar Footing Cages and Threaded Rods Post Color: TBD Fabric Color: TBD		1		\$39,715.00

ENGINEERING



Park Planet
a Division of Park Associates, Inc.
415 Elm Street
Red Bluff CA 96080

Quote# Q25-1812

Orbital Pit Expansion

Description	Vendor	Qty	Rate	Amount
CC - ENG Engineering & Calculations (includes foundation design) -will be delivered electronically Engineering is for structure only. Manufacturer's engineer is NOT to be considered "Design Professional in Charge" of project. Fabrication cannot begin until customer has provided a city approved copy of the structure's engineering or a waiver of release has been signed. Once ordered, engineering could take 6-8 weeks or more depending on the manufacturer. Please include this lead time in the overall lead time for the project. Engineering submittal, permit, fees and inspections not included in suppliers quote.	Custom Canopies Intl.	1	\$1,400.00	\$1,400.00
Wood Fiber Provide 67CY of Wood Fiber	Jet Mulch, Inc.	67	\$36.00	\$2,412.00
FREIGHT				
PCF Playcraft Freight **PlayCraft shipping pallet dimensions can reach upwards of 4'W x 8'H x 18'L and will be delivered on a 53' dry-van WITHOUT a liftgate. Offloading is the CUSTOMER'S responsibility and is NOT included in shipping costs. (2) Forklifts or (1) Forklift with extended forks and a capacity of greater than 5,000lbs will be required to offload the pallet(s). Please discuss offloading options with an Park Planet representative PRIOR to placing an order.	Playcraft Systems, Inc	1	\$3,707.00	\$3,707.00
Custom Canopies Freight	Custom Canopies Intl.	1	\$2,286.00	\$2,286.00
Jet Mulch Freight	Jet Mulch, Inc.	1	\$1,519.00	\$1,519.00



Park Planet
a Division of Park Associates, Inc.
415 Elm Street
Red Bluff CA 96080

Quote# Q25-1812
Orbital Pit Expansion

Description	Vendor	Qty	Rate	Amount
Install Pull back and re-install existing wood fiber If additional WF is required, installer can provide & install for an additional fee	Park Associates dba PARK PLANET	1	\$3,295.00	\$3,295.00
Install Installation of temporary fencing around work area while project is under construction	Park Associates dba PARK PLANET	1	\$3,565.00	\$3,565.00
Install Offload and store equipment at installers yard, Transport to job site once construction begins	Park Associates dba PARK PLANET	1	\$4,000.00	\$4,000.00
INSTALL FOR PLAY EQUIPMENT				
Install Installation of Park Planet 2-12 Unit - R5084A52A, Single Bay Swing - SWG21201, (x4) Flower, (x2) 6' Bench w/Back in-ground	Park Associates dba PARK PLANET	1	\$27,964.00	\$27,964.00
Install Excavate and disposal of spoils - concrete curb, grass & dirt to a depth of 12" - 1350SqFt	Park Associates dba PARK PLANET	1	\$10,105.00	\$10,105.00
Install Installation of NEW concrete curb for expansion of play box - Approx 105 LF	Park Associates dba PARK PLANET	1	\$11,391.00	\$11,391.00

EXCLUSIONS

Location/Marking of utility, plumbing and irrigation lines
Dumpster for trash and packaging materials
Site preparation not specifically stated
Drainage Consideration
Inspections, material testing, or applicable permits and fees
Removal of obstacles in access route
Landscape/Hardscape repair based on access route
Cleaning of structure(s) is excluded unless otherwise stated
Site security
Bonding or Special Insurance - fees may apply if required

By signing below, you acknowledge and agree to our Contract; Exclusions, Conditions & Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: additional mobilizations due to delays or layout conflicts, conditions unforeseen and/or not disclosed at time of estimate, repairing unmarked underground utilities and pipes. Site Conditions Prior to Installation: Grades; stable, compacted, & workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools & equipment. Quote assumes all labor to be completed without interruption.



Park Planet
a Division of Park Associates, Inc.
415 Elm Street
Red Bluff CA 96080

Quote# Q25-1812

Orbital Pit Expansion

Description	Vendor	Qty	Rate	Amount
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IF APPLICABLE:

1. Park Planet installers are not signatory to any unions and will not sign any PLA for the installation of the playground or special playground surfacing. The following supply and/or installation estimates do not include signing a PLA or paying any union labor or fees. All of the labor quoted herein will need to be excluded from a PLA agreement and union labor requirement waived by the purchasing agency, owner or District.

2. Skilled & Trained Workforce: If this project is a Lease Lease-Back, or Design-Build Project, or a contract that triggers the Skilled and Trained Workforce requirements for a Public Works project, please contact Park Planet immediately. The Following estimate for equipment and/or labor does NOT include such compliance. Park Planet and their subcontractors will NOT comply with Skilled and Trained Workforce labor and reporting. Park Planet's portion of work (and our subcontractor's work) will need to fall within an exception or waiver to the Skilled and Trained Workforce requirements or our estimate will not be valid.

Installation by Park Associates Inc.

CA - Lic# 959805 DIR# PW-LR-1000423561

Wage Rate: Prevailing

Installation assumes normal digging conditions with standard bobcat & auger. Bobcat & concrete truck access required.

JM B/I

Blown-In of 67CY of Wood Fiber

Jet Mulch, Inc.

67

\$46.00

\$3,082.00

EXCLUDES

Night Work, Traffic Control, Standby Time, Site Preparation, Weed Abatement, Less than 2-3" thickness mulch application, Detailed finish work around basins after application, Hose lengths over 200 feet for 60 CY Truck and 275 feet for 75 CY truck from access point,
AND overtime/Saturday work.

INSTALL FOR SHADE

Install

Installation of Pier Footings Includes: drill pier footings @ 30" W x 6'6" D, set & secure rebar cages, set & secure anchor bolts, offsite disposal of spoils & concrete pump

Park Associates dba PARK PLANET

1

\$17,052.00

\$17,052.00

Install

Installation of Custom Canopies Cantilever Hip Shades - 60' x 40' x 17'

Framing Includes: (4) set posts, (1) set frames, (1) set & secure fabric

Park Associates dba PARK PLANET

1

\$18,984.00

\$18,984.00



Park Planet
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415 Elm Street
Red Bluff CA 96080

Quote# Q25-1812

Orbital Pit Expansion

Description	Vendor	Qty	Rate	Amount
-------------	--------	-----	------	--------

WOOD FIBER IS DELIVERED ON SEMIS W/ TRAILERS:

- 1 Truck holds up to 100 cubic yards
- Dimensions - Approx. 73ft Long by 14ft High
- Can Weigh Up To 80,000lbs w/ WF
- Driver will not attempt delivery to a site they deem unsafe to access.
- If locations are not accessible by semi truck, an accessible location must be provided for the drop.

WET WEATHER CONDITIONS

- Truck loads will vary in yardage due to wet weather conditions.
- Loads may be less than the 100yd truck capacity due to added weight.
- Winter/Spring loads can be from 65yds to 75yds
- Summer/Fall loads can be from 80yds to 100yds

PLEASE DISCUSS ACCESS TO SITE AND SITE
PARAMETERS BEFORE PLACING ORDER

Subtotal	\$196,890.00
Tax Total (%)	\$8,189.95
Total	\$205,079.95

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Printed Name: _____ Title: _____

Authorized Signature: _____ Date: _____

**Purchasing agent who is authorized to enter into binding agreement for quoted entity.

**By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following page.



Park Planet
a Division of Park Associates, Inc.
415 Elm Street
Red Bluff CA 96080

Quote# Q25-1812

Orbital Pit Expansion

TERMS & CONDITIONS

1. General Notes Assembly, Installation and Offloading NOT included unless otherwise noted.
Payment and Performance bonds, Builder's Risk and special insurance NOT included unless stated and quoted.
Customer responsible for quantities and model numbers. Revised quote needed if quantities revised.
2. Payment / Ordering Credit terms specific to each customer. See terms in upper right corner of Park Planet quotes..
Purchase orders or purchase contracts are needed to order. If none available, a signed Park Planet quote may be used in lieu of a formal PO.
All past due accounts subject to 1 ½ % monthly finance charge. In the event legal action is required to effect collection, venue shall be Red Bluff, CA.
3. Shipping / Unloading Shipped by Common Carrier – Customer will need 2 to 4 people to unload. Liftgate NOT included unless quoted. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload.
IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery Please note any shortages or damages on delivery copy.
Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only.
We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments.
4. Engineered Wood Fiber
Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal.
5. General Notes for Purchased Installation
Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal.
Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal.
ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.
ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by the installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.
UTILITY CLAUSE: Unless stated in writing in the quote proposal, installation does not include marking of utilities by Dig Alert or other similar entities. Customer can, however, call Dig Alert directly. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc.
Customers responsibility to provide locations of any utilities prior to commencement of work.
Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2ton bobcat needed to complete project.
6. Temporary Fencing
Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.
7. ADA Access
Play Equipment MUST be installed over an impact absorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.
This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.
8. Poured in Place Rubber Surfacing
Rubber Surfacing cannot be installed during extreme weather conditions and may not be installed if rain or frost is forecasted during 48-72 hr. cure time. 24 Hour Manned Security is NOT included in Park Planet quotes.
9. Shade Shelters (non DSA)
Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote engineering, drawings, calculations, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City/County.
PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!
Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.
10. Shade Shelters (DSA)
Fabrication cannot begin until AFTER DSA approval by your architect
DSA in-plant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.
School District / Architect responsible for submission of plans to DSA for DSA approval
Pricing does NOT include footings, steel cages, anchor bolts, or erecting of shade shelter unless otherwise noted.
11. Prevailing Wages – assumed and quoted unless specifically excluded due to private works.
Park Planet does not meet the Skilled & Trained Workforce Requirements and will not participate in same. Park Planet will not sign any PLA's for Union Work and is not signatory to any unions.



C/O MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

03/13/2025
Quote #
117184-01-01

CA Porterville City of Murry Park

Porterville City of
Attn: Donnie Moore
291 North Main Street
Porterville, CA 93257
United States
Phone: 559-782-7539
dmoore@ci.porterville.ca.us

Ship to Zip 93636

Quantity	Part #	Description
1	RDU	GameTime - Custom PowerScape 5-12 Unit
1	14927	GameTime - NDS Play On Sign Package
1	3256	GameTime - Cantata Chimes
1	5192	GT-Shade - Double Bay Swing Shade
2	8914	GameTime - Encl Tot Seat 5"Od(8914)
2	8918	GameTime - Belt Seat Pkg 5"Od(8918)
2	28009	GT-Site - 6' P/S Bench W/Back Inground
1	28028	GT-Site - Sway Bench
1	QRI192	GT-Shade - GTCU141410IG CANTI UMB 14X14X10 W/GLD
1	3680	GT-Shade - Standard Sealed Engineered Drawings
1	5192	GT-Shade - Double Bay Swing Shade
2	8914	GameTime - Encl Tot Seat 5"Od(8914)
2	8918	GameTime - Belt Seat Pkg 5"Od(8918)
1	INSTALL	GameTime - Installation by a Certified GameTime Installer- SCOPE OF WORK: Remove existing swing set & haul away Supply & install approximately 211 cubic yards of woodchips Installation of play structure with shade, 2 swing with shade & free-standing items (footings are based off manufactures footing size, anything larger will cost extra) Installation of a 30X44 fabric shade Remove and replace fabric on existing shade structure
		Total \$325,000.00

Comments

NOTES:

...OMNIA Contract.
...Customer is responsible for offloading equipment at delivery.
...Anything not specifically mentioned as being included shall be deemed excluded.
...Shipping to Installer.

JP/mg

CHOOSE YOUR COLOR SCHEME: IT IS VERY IMPORTANT THAT YOU CHOOSE A COLOR SCHEME FOR YOUR MODULAR PLAYGROUND UNIT AT TIME OF ORDER. PLEASE SELECT FROM ONE OF THE MANY "PLAY PALETTES" LISTED IN THE BACK OF THE GAMETIME CATALOG OR ON OUR WEBSITE: www.gametime.com. INDICATE YOUR SELECTION BELOW. **GAMETIME PLAY PALETTE:**

NOTE: COLOR SELECTION FOR ALL OTHER EQUIPMENT SHOULD BE ENTERED IN THE SPACE PROVIDED UNDER THAT SPECIFIC ITEM.





PLAY. SITE. SPORT.





play. site. sport.



PLAY SITE SPORT



play. site. sport.



PLAY & LEARN



PLAY. SITE. SPORT.



play. site. sport.



A PLAYSCAPE COMPANY



PLAY SITE SPORT



play. site. sport.



PLAY. SITE. SPORT.



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Authorization to Advertise for Bids - Landscape Screening Project

SOURCE: Engineering and Project Management

COMMENT: The Plans and Project Manual have been prepared for the Landscape Screening Project, located along State Route 190 from Prospect Street to Plano Street, and along State Route 65 from Henderson Avenue to Avenue 188. The project includes the installation of landscaping and irrigation infrastructure.

The Engineer's Estimate of Probable Cost for the project is \$571,000.00. An additional \$57,100 is necessary for construction contingency (10%) and \$57,100 is required for construction management, surveying, materials testing, and quality control (10%), equating to a total construction cost of \$685,200.00.

Funding for this project will be provided by Measure 'R' Highway funds as allocated by the Tulare County Association of Governments (TCAG).

RECOMMENDATION: That the City Council:

1. Authorize staff to advertise for bids on the project; and
2. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #04-041922.

ATTACHMENTS:

1. Locator Map
2. Engineer's Estimate

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim City Manager

INDEX OF PLANS

SHEET No.	DESCRIPTION
1	TITLE AND LOCATION MAP
XX	CONSTRUCTION AREA SIGNS
XX	TRAFFIC HANDLING PLANS AND QUANTITIES
XX	SUMMARY OF QUANTITIES
XX	IRRIGATION SCHEDULES, PLANS, AND QUANTITIES
XX	PLANT LEGEND, PLANS AND QUANTITIES
XX	REVISED STANDARD PLANS

THE STANDARD PLANS LIST APPLICABLE TO THIS CONTRACT IS INCLUDED IN THE NOTICE TO BIDDERS AND SPECIAL PROVISIONS BOOK.

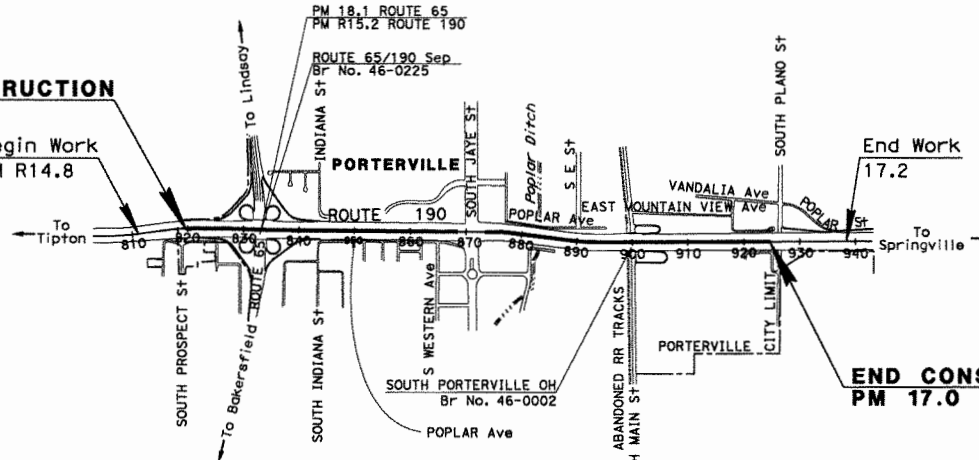
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PROJECT PLANS FOR CONSTRUCTION ON
STATE HIGHWAY
IN TULARE COUNTY
IN PORTERVILLE ON ROUTE 190 FROM SOUTH
PROSPECT STREET TO SOUTH PLANO STREET AND
ON ROUTE 65 FROM THE SOUTH END OF
HERNDERSON AVENUE UNDERCROSSING
TO AVENUE 188

TO BE SUPPLEMENTED BY STANDARD PLANS DATED 2018



BEGIN CONSTRUCTION
PM R15.1

Begin Work
PM R14.8

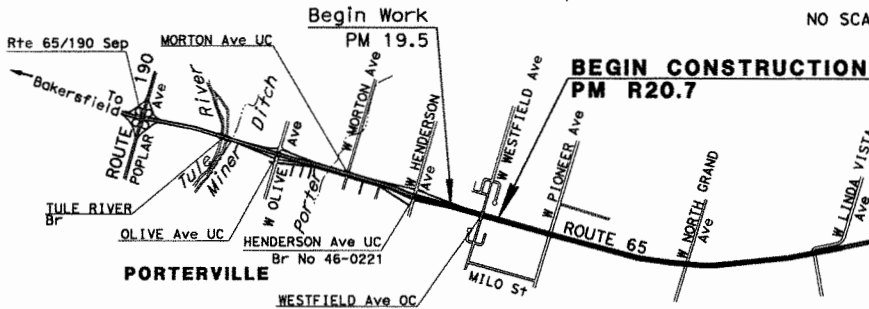


END CONSTRUCTION
PM 17.0

NO SCALE

BEGIN CONSTRUCTION
PM R20.7

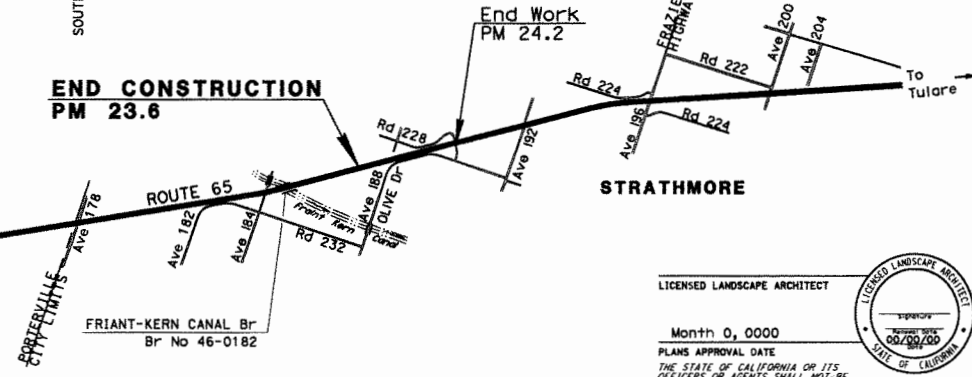
Begin Work
PM 19.5



END CONSTRUCTION
PM 23.6

End Work
PM 24.2

NO SCALE



LICENSED LANDSCAPE ARCHITECT

Month 0, 0000
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS
 OFFICERS OR AGENTS SHALL NOT BE
 RESPONSIBLE FOR THE ACCURACY OR
 COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES)
 OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

Landscape Screening Project

Account #: 89-90101-88

Item Number	Description	Unit Pay	Quantity	Price	Amount
	Mobilization	LS	1	\$10,000.00	\$10,000.00
	Plant (Group B)	EA	810	\$68.20	\$55,244.59
	Wood Mulch	CY	45	\$25.71	\$1,156.83
204099	PLANT ESTABLISHMENT WORK	LS	1	\$209,856.00	\$209,856.00
202038	PACKET FERTILIZER	EA	2420	\$1.00	\$2,412.29
#	CONSTRUCTION AREA SIGNS	LS	1	\$6,295.68	\$6,295.68
#	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$1,154.21	\$1,154.21
#	JOB SITE MANAGEMENT	LS	1	\$2,098.56	\$2,098.56
#	TEMPORARY DRAINAGE INLET PROTECTION	EA	5	\$2,098.56	\$10,492.80
#	TRAFFIC MANAGEMENT PLAN - PUBLIC INFORMATION	LS	1	\$524.64	\$524.64
128652	PORTABLE CHANGEABLE MESSAGE SIGN (LS)	LS	1	\$2,098.56	\$2,098.56
202039	SLOW-RELEASE FERTILIZER	LB	210	\$10.49	\$2,203.49
208449	POP-UP SPRINKLER ASSEMBLY	EA	243	\$94.44	\$22,947.75
208588	3" GATE VALVE	EA	2	\$1,049.28	\$2,098.56
208442	FLOW SENSOR	EA	3	\$2,623.20	\$7,869.60
208428	3" BACKFLOW PREVENTER ASSEMBLY	EA	3	\$4,197.12	\$12,591.36
208562	CAM COUPLER ASSEMBLY	EA	4	\$1,049.28	\$4,197.12
206634	2"WYE STRAINER ASSEMBLY	EA	3	\$524.64	\$1,573.92
995100	WATER METER CHARGES	LS	1	\$10,492.80	\$10,492.80
208816	3"WELDED STEEL PIPE CONDUIT	LF	174	\$104.93	\$18,257.47
208222	5/8" DRIP IRRIGATION TUBING	LF	5520	\$5.25	\$28,960.13
208683	BALL VALVE	EA	26	\$524.64	\$13,640.64
208008	3" GALVANIZED STEEL PIPE (SUPPLY LINE)	LF	60	\$83.94	\$5,036.54
206920	BATTERY POWERED IRRIGATION CONTROLLER	EA	3	\$839.42	\$2,518.27
202006	SOIL AMENDMENT	CY	15	\$104.93	\$1,573.92
208607	3" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	3250	\$15.74	\$51,152.40
206564	1 1/2" REMOTE CONTROL VALVE	EA	3	\$629.57	\$1,888.70
206565	2"REMOTE CONTROL VALVE	EA	3	\$629.57	\$1,889.00
206567	3"REMOTE CONTROL VALVE	EA	3	\$1,049.28	\$3,147.84
208594	3/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	1270	\$10.49	\$13,325.86
208595	1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	518	\$10.49	\$5,435.00
208597	1 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	2850	\$5.25	\$14,952.24
208598	2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	2790	\$15.74	\$43,912.37
Total:					\$570,999.14



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Authorization to Distribute Request for Proposals - City Hall Metasys System Upgrade

SOURCE: Parks and Leisure Services

COMMENT: In 2009, a new Johnson Controls HVAC system was installed in City Hall. Over the past sixteen (16) years, the system has had routine maintenance performed by Johnson Controls as part of a service contract. However, the system is significantly outdated when it comes to upgrading the Metasys System- part of the HVAC system. The Metasys System uses technology to integrate the HVAC system into a centralized control platform, in which the subsystems communicate over a common network to provide a fully optimized building management solution. The Metasys System operates multiple pieces of electrical and mechanical equipment found in modern building systems on a continuously connected IP network to enhance occupant comfort and productivity. It also provides users with real-time data analysis, customizable reporting, and predictive analytics of the connected building subsystems, allowing them to make better and smarter decisions, optimize energy efficiency, and improve how the building functions.

Several of the HVAC units within City Hall have not been operating efficiently or effectively over the past several years, creating many service calls to Johnson Controls. The Coleman Conference Room and Council Chambers are two areas within City Hall that have experienced very inconsistent operating units. In an effort to get the system to run more effectively, staff are proposing an upgrade to the Metasys System. Staff are hopeful this upgrade will alleviate the need to look into an entirely new HVAC system for City Hall which would cost approximately \$3,000,000.

The scope of the project would include installing: a Metasys SNE control engine, Metasys user interface graphics, Metasys field controllers for existing rooftop air conditioning units, and Metasys network temperature sensors. In addition, user training would also be provided as part of the project. The upgrade would enhance productivity and effectiveness with the new simple and intuitive user interface. The system is accessible anytime, anywhere, allowing for quick temperature adjustments.

RECOMMENDATION: That the City Council authorize staff to distribute Request for Proposals for the City Hall Metasys System upgrade.

ATTACHMENTS: 1. RFP Metasys Upgrade

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Jason Ridenour, Interim City Manager



CITY OF PORTERVILLE
REQUEST FOR PROPOSALS FOR
METASYS SYSTEM UPGRADE

RFP No. 24/25-XXXX

The City of Porterville, (hereinafter "City") is initiating this Request for Proposals (RFP) to solicit Proposals from companies or individuals that are qualified, licensed contractors to supply and install new building automation and temperature monitoring controls to upgrade the existing Metasys Direct Digital Control System already installed at the City of Porterville's City Hall, in accordance with the terms and conditions set forth in this RFP, and any other term(s) and condition(s) in any contract subsequently awarded. The City intends to select one (1) qualified applicant to provide the full scope of this project for the City of Porterville. This document identifies the general scope and procedures in this process. Responding applicants must have relevant experience and the ability to provide the requisite professional services.

Submittal: One PDF version must be received by:
5:00 p.m., PST Friday, April 18, 2025

Addressed to: City of Porterville
Parks and Leisure Services
Attention: Donnie Moore
parks_leisure@ci.porterville.ca.us

Email Subject: RFP No. 24/25-XXXX City Hall Metasys Upgrade

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

INQUIRIES:

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

Questions regarding this project are due no later than Wednesday, April 16, 2025.

The City of Porterville is an Equal Opportunity Employer.

I. INTRODUCTION

City, through its Parks and Leisure Services Department, is initiating this RFP to solicit Proposals from companies or individuals that are qualified, licensed contractors to supply and install new building automation and temperature monitoring controls to upgrade the existing Metasys Direct Digital Control System already installed at the City of Porterville's City Hall in accordance with the terms and conditions set forth in this RFP, and any other term(s) and condition(s) in any contract subsequently awarded. The selected company or individual shall be selected and determined through the City's review of each response, considering the factors identified in this RFP, and any other factors that it considers relevant to serving the best interests of the City and its mission.

II. MINIMUM QUALIFICATIONS

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

III. PERIOD OF PERFORMANCE

Subsequent to the selection of the awarded Proposer, the contents of the Proposal shall become a contractual obligation if a contract ensues. Failure of a Proposer to accept this obligation will result in the cancellation of the contract award. The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about June 1, 2025, and to end on or about July 15, 2025.

IV. SCOPE OF SERVICES

The City of Porterville is seeking Proposals from companies or individuals with experience in Metasys Control Systems. The services shall include, but not limited to the following:

1. Install Metasys SNE control engine
2. Install Metasys user interface graphics
3. Install Metasys field controllers for existing roof top air conditioning units
4. Install Metasys network temperature sensors
5. Provide user training

V. REJECTION OF PROPOSALS

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

VI. ADDENDA

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

VII. QUESTION DEADLINE

Questions regarding this project are due no later than Wednesday, April 16, 2025, through <https://www.publicpurchase.com>.

VIII. RESPONSE DATE

All Proposals shall be received by the City of Porterville by 5:00 p.m. PST on the Public Purchase website, or submitted by email in a PDF format to parks_leisure@ci.porterville.ca.us by Friday, April 18, 2025.

IX. PROPOSALS

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

X. SELECTED COMPANY OR INDIVIDUAL RESPONSIBILITIES

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

XI. CONTRACT PAYMENT

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

XII. EQUAL OPPORTUNITY AFFIRMATIVE ACTION

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

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

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

XIII. PROPOSAL REQUIREMENTS

All Proposals shall be organized in the following manner:

A. Proposer's Contact Information

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

B. Proposer Capacity and Experience**C. Proposer's Team Structure / Internal Controls**

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

D. Experience of the Proposer

Indicate the experience the Proposer has in the following areas:

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

E. References

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

F. Related Information

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

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

XIV.COST PROPOSAL

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

A. Identification of Costs

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

XV. EVALUATION CRITERIA

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

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

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

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



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Authorization to Negotiate Consultant Services Contract - Tule River Tribe Village Corridor & Two Pedestrian Bridges Project

SOURCE: Engineering and Project Management

COMMENT: At its meeting on November 7, 2023, the City Council approved a cooperative agreement with the Tulare County Association of Governments (TCAG) and the Tule River Tribe for the Tule River Tribe Village Corridor and Two Pedestrian Bridges Project. The project includes the development of an active transportation corridor (approximately 3.9 miles) with two pedestrian bridges, solar lighting, controlled lighted crossings, signage, and related appurtenances on the Tule River Indian Reservation along N. Reservation Road between Cow Mountain Road and Million Dollar Bridge. In addition to the construction components that the City would assist with, TCAG will be responsible for non-infrastructure components of the project, which includes a comprehensive bicycle and pedestrian safety education program for the youth and adults living on the Reservation and will also provide them with multi-sport adjustable helmets, LED bike lights, and reflective stripe backpacks.

On March 10, 2025, staff received two (2) Statements of Qualifications (SOQs) for Environmental and Design Services for this project. The firm selected for this contract would be responsible for the project approval and environmental document stage (PA&ED) and the completion of the plans, specifications, and estimate phase (PS&E) of the project. Staff reviewed and rated the SOQs from each of the firms in accordance with the "Policy for Selecting Consultants to Provide Architectural, Engineering, and Similar Services" to ensure that the firms were qualified and that their submittals met the guidelines of the Request for Qualifications (RFQ). The details of the consultants/firms and their respective SOQ scores are as follows:

4 Creeks, Inc.	84.5 pts
Visalia, CA	
QK, Inc.	77.0 pts
Visalia/Porterville, CA	

Staff is pleased with the qualifications of the listed consultants/firms and their interest in the project and recommends negotiating a contract with
Item No. 7.

the top-ranked firm as their SOQ includes the involvement of an engineering firm with extensive experience designing bridges of all types and sizes for a long list of projects similar to this one. Specifically, 4Creeks has recent project experience in 9 projects specific to the scope of the RFQ whereas QK only had 3 projects. In addition, 4Creeks previously competed the Active Transportation Plan for the Tule River Tribe. Staff will seek Council approval of a Service Agreement at a later meeting.

RECOMMENDATION: That City Council authorize staff to negotiate a scope of services contract with 4Creeks, Inc. of Visalia.

ATTACHMENTS: 1. Locator Map & Renderings
 2. Consultant Selection Ranking

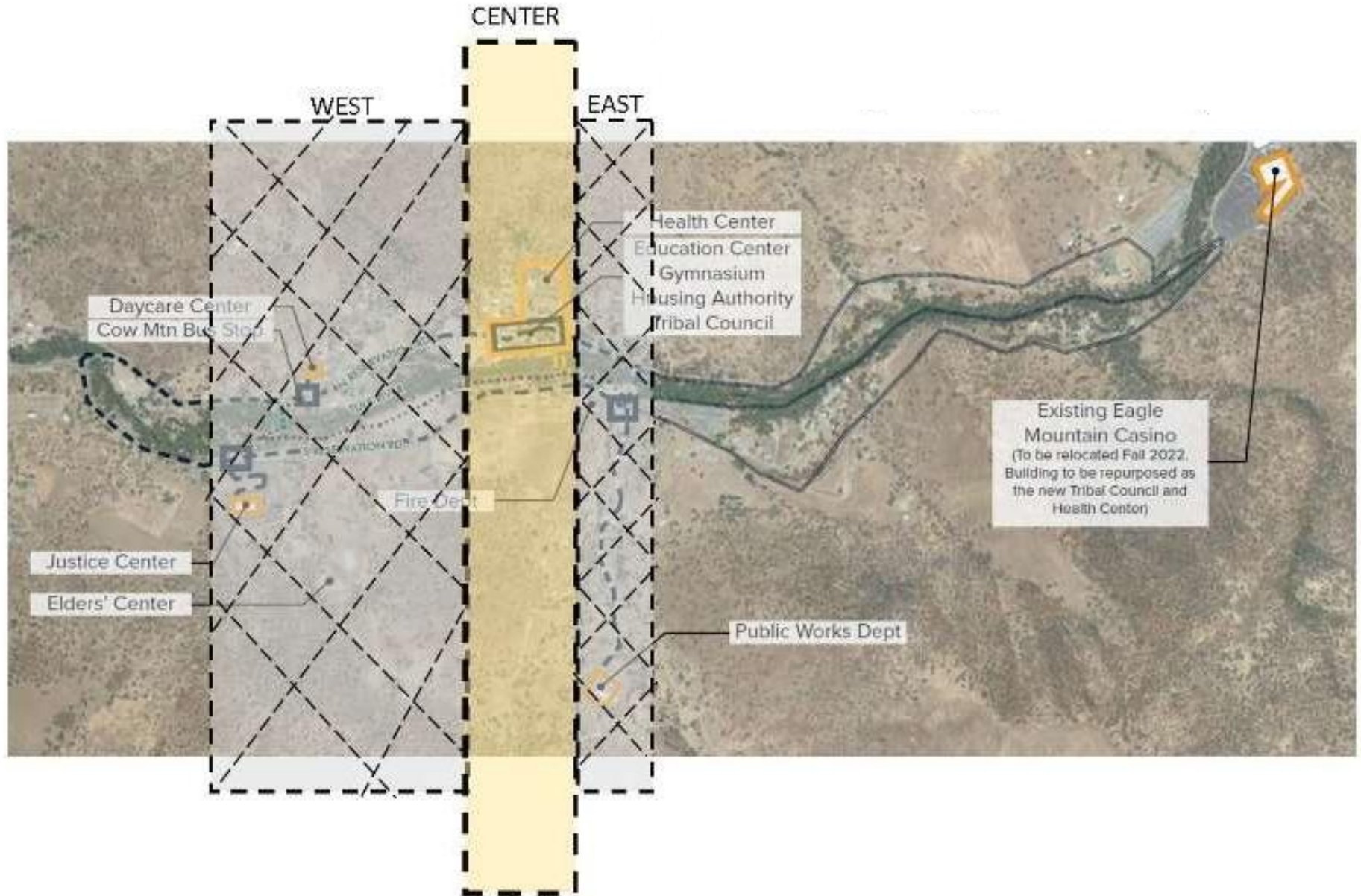
Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Jason Ridenour, Interim City Manager

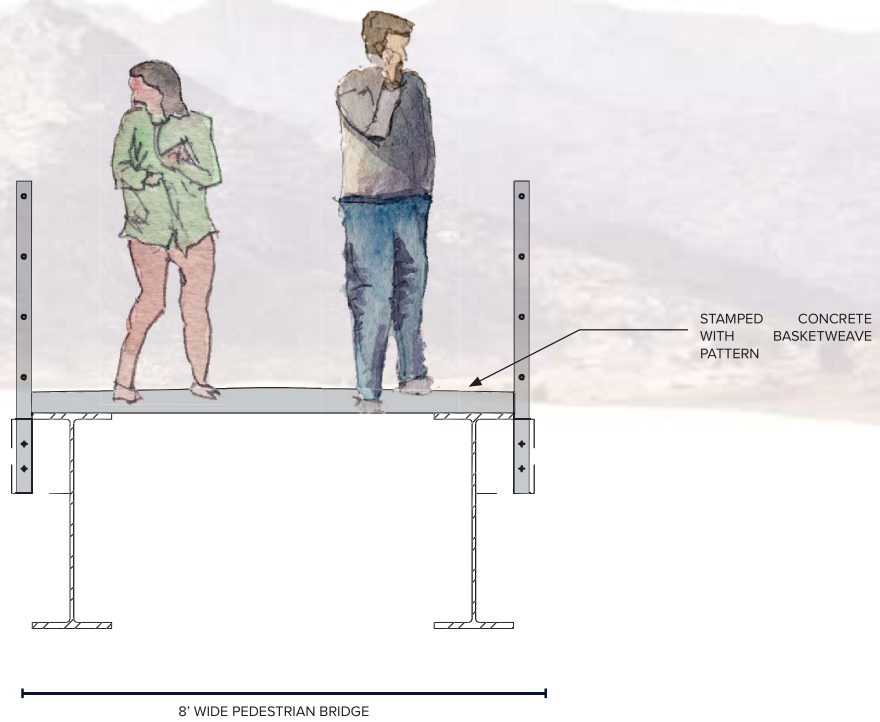
Village Corridor



PROPOSED PROJECTS

SECTION D

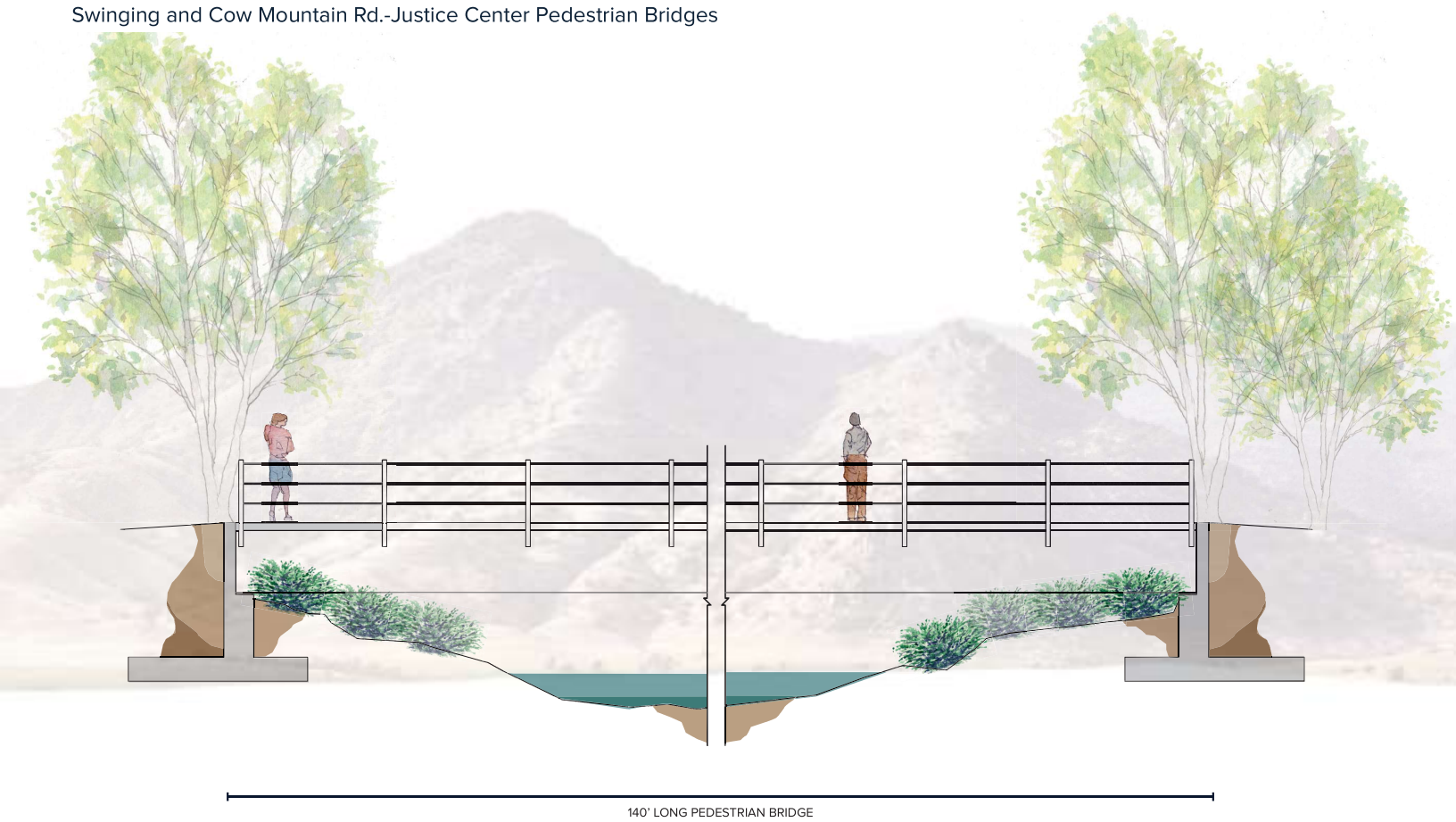
Swinging and Cow Mountain Rd.-Justice Center Pedestrian Bridges



PROPOSED PROJECTS

PEDESTRIAN BRIDGE

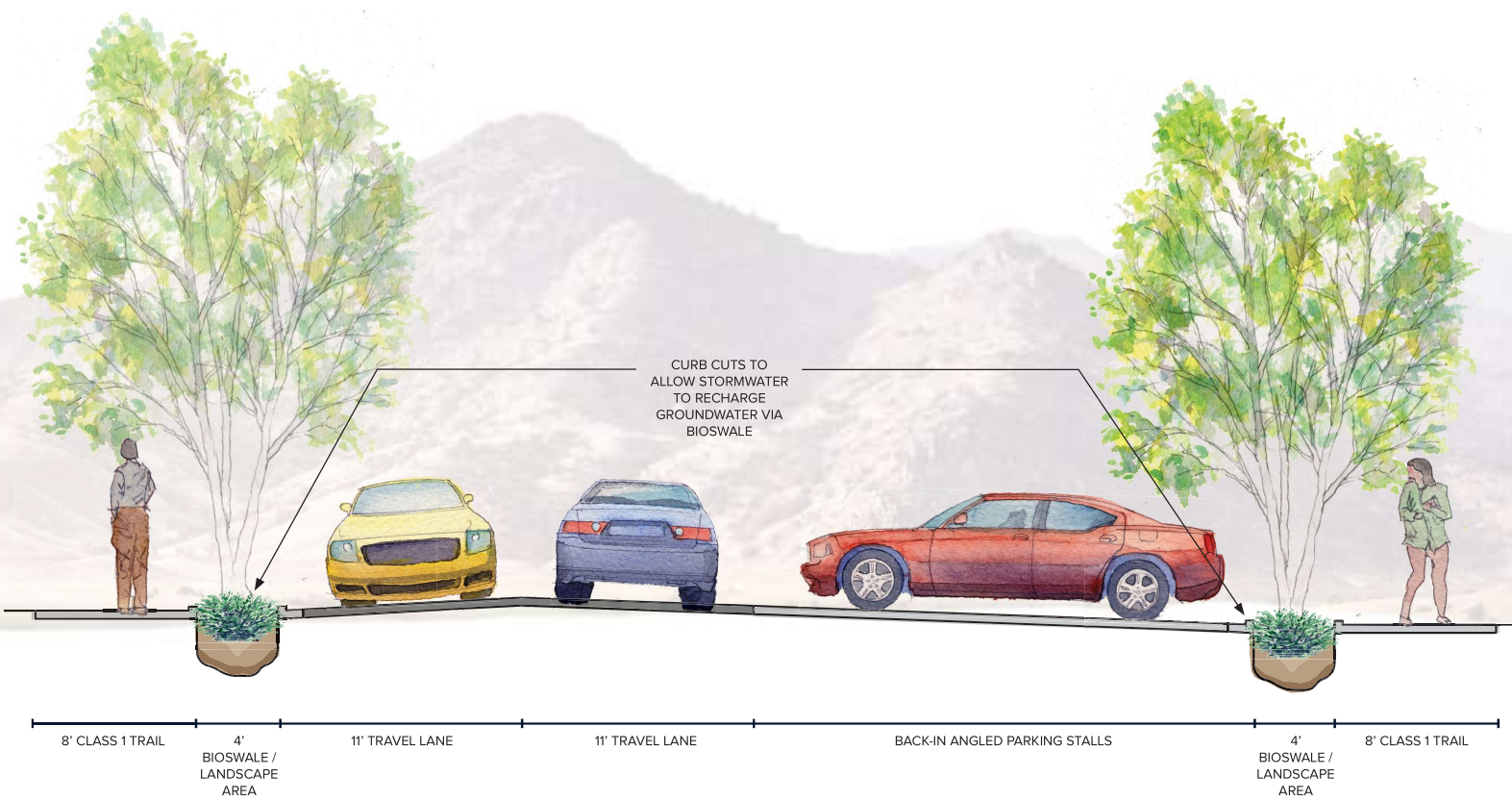
Swinging and Cow Mountain Rd.-Justice Center Pedestrian Bridges



PROPOSED PROJECTS

SECTION E

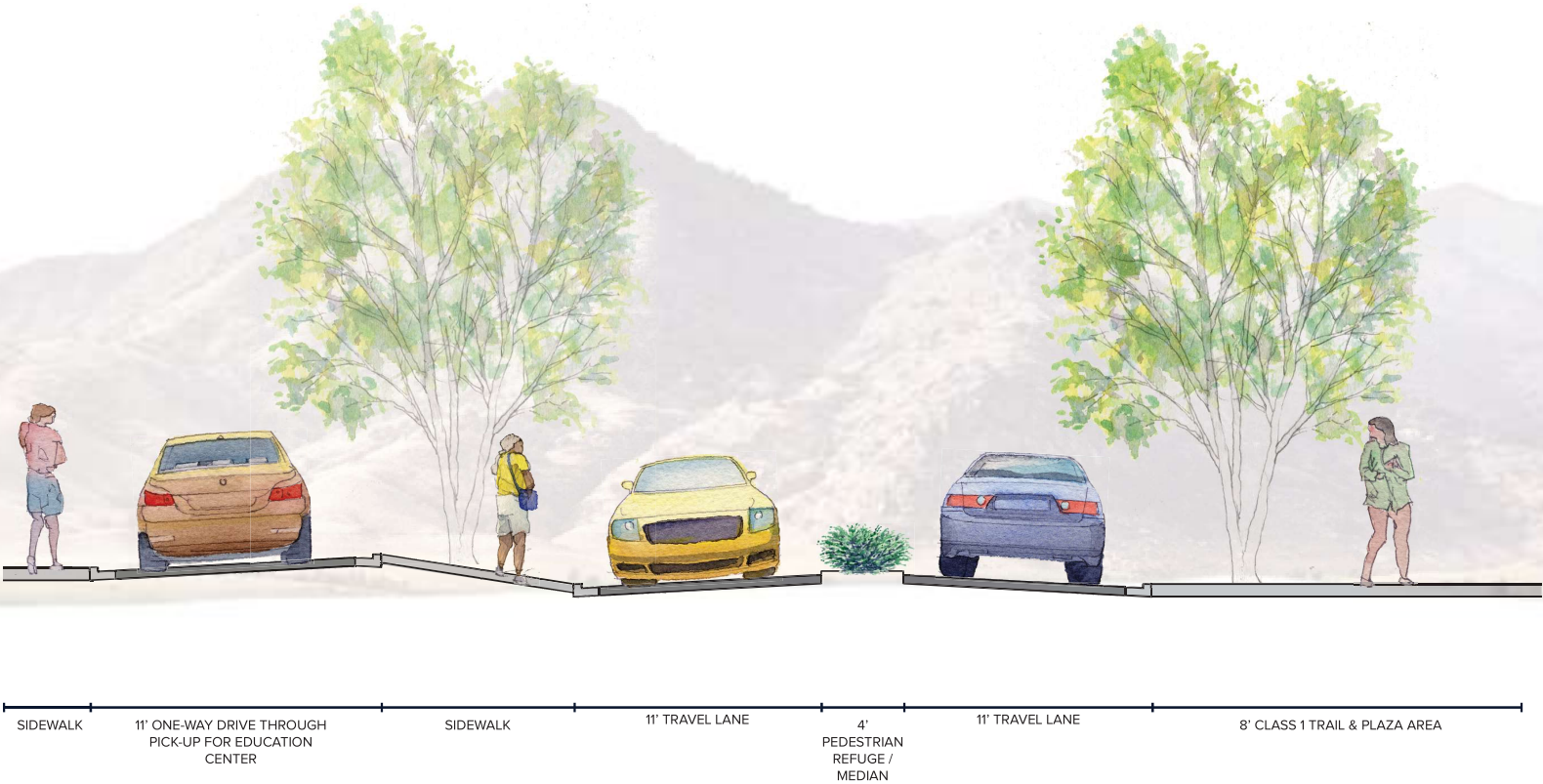
North Reservation Rd. by the Tribal Council Building



PROPOSED PROJECTS

SECTION F

Education Center to Gymnasium



PHASE 1 PROJECTS

SECTION G

Health Center to North Reservation Rd. & Public Works Access Rd.



11' TRAVEL LANE 11' TRAVEL LANE 5' SIDEWALK

CONSULTANT SELECTION RATING FORM (SHORTLIST)		FIRM	
Tule River Complete Streets & 2 Pedestrian Bridges Project 89-91121-88		4Creeks	QK
3/10/2025			
Evaluation Factor	Rating Factor Numerical Range & Weighting Based on Importance of Factor	Score	Score
a. Capability to perform all or most aspects of the project.	0-10	8.8	7.3
b. Recent experience in projects comparable to the proposed project.	0-10	9.7	8.0
c. Firm's reputation for professional integrity and competence.	0-5	4.7	4.7
d. Key personnel's professional background and caliber.	0-7	6.3	5.7
e. Adequate qualified personnel available for assignment to the project.	0-5	4.7	4.7
f. Recent experience in specialized areas of expertise associated with the project.	0-5	4.7	2.3
g. Demonstrated ability to meet schedules or deadlines.	0-10	8.0	8.0
h. Demonstrated ability to complete projects without having major cost escalations or overruns.	0-7	3.7	3.7
i. Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.	0-10	9.7	8.3
j. Quality of project previously undertaken.	0-10	9.7	8.3
k. Familiarity with and proximity to the geographic location of the project.	0-5	4.7	4.7
l. Capability of a branch office, which will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.	0-3	0.7	0.7
m. Demonstration of an understanding of the project's potential problems and the City's special concerns.	0-5	4.3	3.3
n. Degree of interest shown in undertaking the project.	0-3	3.0	2.3
o. Evidence that consultant is an equal opportunity employer.	0-2	2.0	2.0
p. Proximity of firm's office to project.	0-3	0.0	3.0
TOTAL SCORE:		84.5	77.0
Maximum Points Possible = 100			
Total Ranking Value of all Evaluators:		3	6
FINAL RANKING:		1	2



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Declaration of Exempt Surplus Land APN 260-300-034 and Authorization to Enter into Option to Purchase and Sale Agreement

SOURCE: Community Development

COMMENT: At its meeting on February 4, 2025, the City Council adopted Resolution No. 12-2025, declaring the City-owned property located at Springville and Jaye Street (APN 260-300-034) as surplus land. Upon further review of the Surplus Land Act and its associated guidelines, it was determined that the property, initially classified as "non-exempt surplus land," does, in fact, qualify for an exemption and the City Council can make the determination to declare it "exempt surplus land" should said surplus land be transferred pursuant to Government Code Section 37364.

Given the City's intent to transfer the vacant property which has been deemed not necessary for City use, specifically for the development of affordable housing, declaring the land as "exempt surplus land" is the most appropriate course of action and demonstrates the City's commitment to further development and addressing the ongoing need for affordable housing.

Since steps to initiate the Notice of Availability have yet to be taken, it is recommended that the City Council rescind Resolution No. 12-2025 and approve the draft resolution declaring the surplus land as exempt. Upon selection of a developer, the City will submit to the California Department of Housing and Community Development (HCD) a Disposition and Development Agreement (DDA), Exclusive Negotiating Agreement (ENA), or lease that confirms compliance with the requirements outlined in Government Code Section 54221(f)(1)(A).

An application proposing the development of 133 units of affordable housing on the site has been submitted by Self-Help Enterprises and is currently in review under the provisions of SB 330 (Housing Crisis Act). This additional step guarantees that the property will be developed in compliance with the exempt surplus land provisions.

The recommendations before the council are to rescind Resolution No. 12-2025 and declare APN 260-300-034 exempt surplus land by resolution, select Self-Help Enterprises as the affordable housing

Item No. 8.

developer for this site, and authorize the City Manager to enter into an option to purchase agreement with SHE for the development of this site. Entering into the option to purchase agreement would then allow enough time to apply for grant funding under the Multifamily Finance Super Notice of Funding Availability (NOFA) Program, published in February 2025 by the Department of Housing and Community Development. Attached is the draft Option to Purchase-Purchase and Sale Agreement for the council's consideration.

RECOMMENDATION: That the City Council:

1. Approve the draft resolution to rescind Resolution No.12-2025;
2. Approve the draft resolution declaring the approximately 4.47-acre parcel of City-owned property, APN 260-300-034, as "exempt surplus land" as defined in Government Code Section 54220 et seq.;
3. 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; and
4. Authorize the City Manager or designee to enter into an Option to Purchase- Purchase and Sale Agreement with Self Help Enterprises for APN 260-300-034.

ATTACHMENTS:

1. Draft Resolution Rescinding Resolution No. 12-2025
2. Resolution No. 12-2025
3. Draft Resolution Declaring Surplus Land
4. Locator Map 260-300-034
5. DRAFT Porterville Option to Purchase_Purchase and Sale Agreement

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 RESCINDING RESOLUTION NO. 12-2025, A RESOLUTION 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, at its meeting on February 4, 2025, the City Council approved Resolution No. 12-2025 declaring the aforementioned real property as non-exempt surplus land; and

WHEREAS, upon further evaluation of the Surplus Land Act and its Guidelines, it has been determined that the surplus land can be declared as exempt surplus land if it meets the requirements of Government Code Section 37364; and

WHEREAS, since the intent of the City is to transfer the property specifically for the development of affordable housing, declaring it exempt surplus land would be more appropriate; and

WHEREAS, to date no action has been taken regarding the declaration of surplus land as approved by Resolution No. 12-2025; and

WHEREAS, based on the foregoing, the City Council has determined that Resolution No. 12-2025 is no longer relevant or necessary and can be rescinded.

NOW, THEREFORE, the City Council of the City of Porterville hereby resolves as follows:

SECTION 1. The above recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. The purpose of this resolution is to rescind and nullify Resolution No. 12-2025.

PASSED, APPROVED AND ADOPTED this 18th day of March, 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.

RESOLUTION NO. 12 -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:

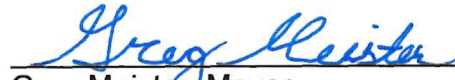
SECTION 1. The above recitals are true and correct and are a substantive part of this Resolution.

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

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).

Jurisdiction Name	Jurisdiction Type	Site Address/Intersection	City	Five Digit ZIP Code	County	Assessor Parcel Number	Consolidated Sites	General Plan Designation (Current)	General Plan Designation (Future)	CR	Min Density Allowed (units/acre)	Max Density Allowed (units/acre)	Parcel Size (Gross Acres)	Existing Use/Design	Minimum Sale Price	Last Appraised Value	Last Appraised Date	Optional Information	Optional Information
City of Porterville	City	Jaye Street and Springville Ave	Porterville	93257	Tulare	260-300-034		Retail Centers			NA	NA	4.47	Vacant Commercial	1,364,118	\$ 860,500.00	5/27/2024		

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

I, JASON RIDENOUR, the duly appointed Interim 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 February, 2025.

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

Council:	MEISTER	MCKERVEY	BELTRAN	GREEN	RIVAS
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JASON RIDENOUR, Interim City Clerk



By: _____

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

RESOLUTION NO. __-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE 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 City intends to transfer the property specifically for the development of affordable housing, which meets the provision of government code section 37364; and

WHEREAS, the City is committed to furthering development, by streamlining municipal approval processes and the ongoing need for affordable housing, it has been determined that the property meets the requirements to be declared as exempt surplus land under government code section 37364.

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 exempt 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. Additionally, it is city-owned surplus land that the City intends to transfer for the development of affordable housing that must meet the requirements of Government Code Section 37364.

SECTION 3. 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 submitting to Housing and Community Development (HCD) a Disposition and Development Agreement (DDA), Exclusive Negotiating Agreement (ENA) or lease that confirms the requirement of Government Code section 54221(f)(1)(A) have been met once a developer is selected, and any other actions necessary or appropriate to comply with the Act.

PASSED, APPROVED AND ADOPTED this 18th day of March, 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.

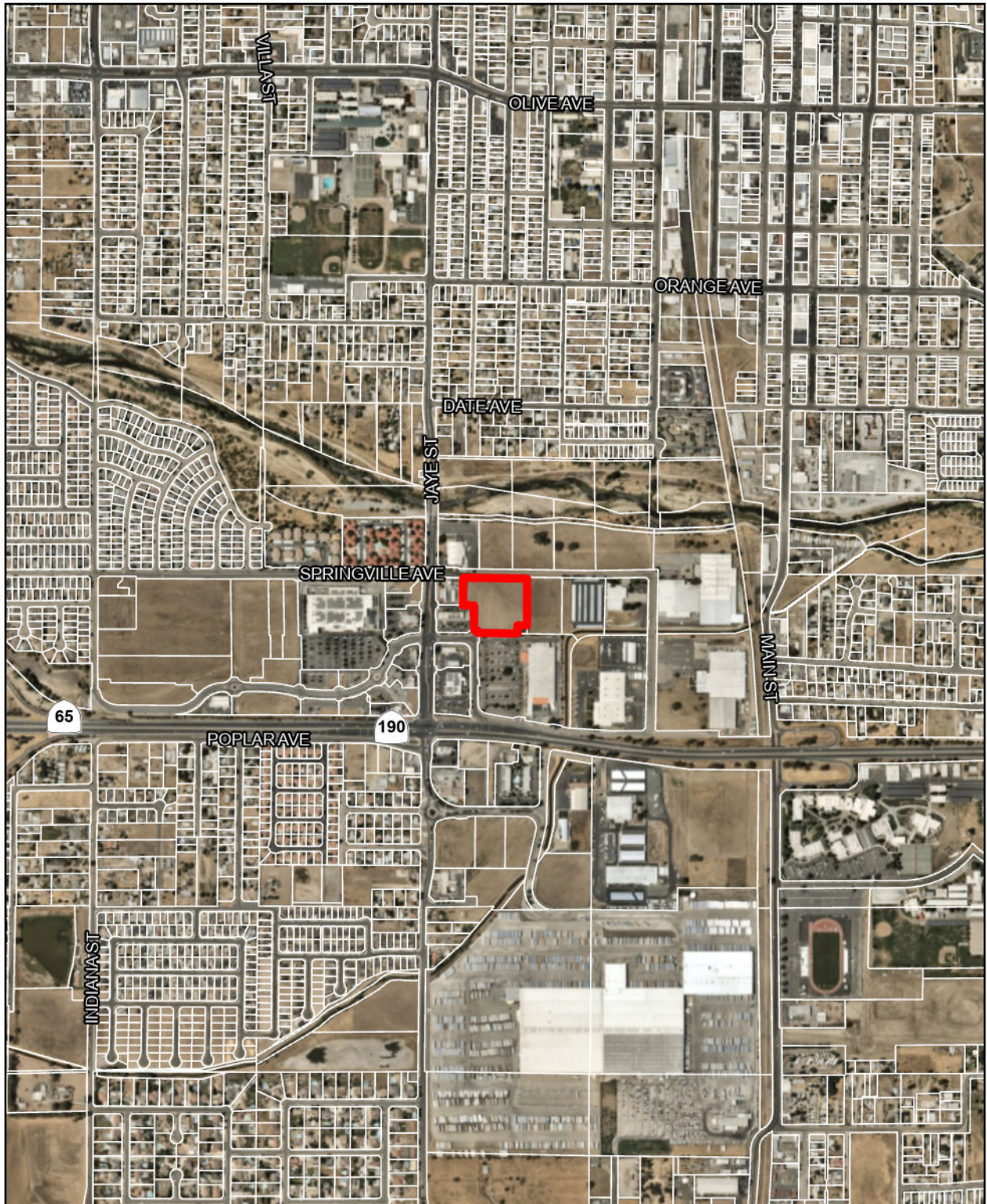
EXCEPTING THEREFROM the South 66.00 feet of the East 76.00 feet of said Parcel 4;

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.

Locator Map

APN 260-300-034



 Subject Property

1 in = 1,200 feet



Date Printed: 1/24/2025 by the Community Development Department

OPTION TO PURCHASE-PURCHASE AND SALE AGREEMENT

This OPTION TO PURCHASE-PURCHASE AND SALE AGREEMENT (the “**Option**”), is made _____ and effective as of the later signature date of the Optionor or the Optionee (“**Option Date**”), between the CITY OF PORTERVILLE, a municipal corporation organized and existing pursuant to the laws of the State of California (hereinafter the “**OPTIONOR**” or “**CITY**”) and SELF-HELP ENTERPRISES, INC. (SHE), a California Non-Profit Public Benefit Corporation (hereinafter the “**OPTIONEE**”).

RECITALS

This Option is made with reference to the following facts, understandings, and intentions of the Parties:

WHEREAS, CITY owns all of the legal and beneficial interests in the real property located on west Springville Avenue East of Jaye Street described as APN: 260-300-034, Porterville, Tulare County, California (collectively hereinafter the “**Property**”); and

WHEREAS, CITY has determined that it is no longer in the best interests of CITY to maintain ownership of the Property but instead to sell the Property; and

WHEREAS, CITY has determined the Property to be a surplus City site; and

WHEREAS, CITY includes among its adopted policies the enhancement and promotion of low- and moderate-income housing together with commercial development within the CITY; and

WHEREAS, CITY declared the parcel as exempt surplus land and is being transferred pursuant to Government Code Section 37364; and

WHEREAS, CITY and OPTIONEE, by this Option wish to state the terms and conditions for OPTIONEE's option to acquire the property, and if such option is exercised, for the terms and conditions of the purchase and sale of the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the above-referenced facts, the mutual covenants of the Parties contained in this Option and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Option to Purchase. OPTIONOR hereby grants to OPTIONEE the exclusive option to purchase the Property on the terms and conditions in this Option. OPTIONEE may exercise this Option only as to the entire Property and may not exercise as to only a portion of the Property.

2. Term of Option. The term of this Option shall commence on the execution date and, if not previously exercised as provided below, shall expire and terminate within Two Hundred Forty-Five (245) Days.

Optionor Initials (____) (____)

Optionee Initials (____) (____)

OPTION TO PURCHASE-PURCHASE AND SALE AGREEMENT

- a. Extension of Option. If the OPTIONEE is not in default of the Option, the Option Agreement may be extended by the OPTIONEE for Ninety (90) days. The request to extend must be in writing, accompanied by a One Thousand Dollar (\$1,000) extension fee, and initiated not less than forty-five days (45) days before the initial Option term expires.

3. Consideration for Option. The OPTIONEE, in consideration for the grant of this Option, agrees to deposit Ten Thousand Dollars (\$10,000) into escrow at the time of execution of this Option ("Option Payment"). Said Ten Thousand Dollars (\$10,000) is to be released to the OPTIONOR at the expiration of the Feasibility Period, unless the OPTIONEE has delivered to escrow written instructions to cancel this Option before the expiration of the Feasibility Period. The total consideration for option will be credited against the purchase price and/or settlement costs upon close of escrow. If escrow does not close, any Option consideration paid will be nonrefundable, following the completion of the Feasibility Period.

4. Feasibility Period. The OPTIONEE has Two Hundred Forty-Five (245) days beginning the day the Option is executed to investigate the legal, financing, and physical status of subject property. OPTIONEE may cancel the Option at its sole discretion within this Two Hundred Forty-Five (245) day period by sending written notice thereof to OPTIONOR, and the initial Ten Thousand Dollar (\$10,000) option fee will be refunded to the OPTIONEE.

5. Processing of any Conditional Use Permit, Architectural Review, Site Plan Review, and other Governmental Entitlements. OPTIONEE agrees to pay all costs to be incurred for the preparation of all required Government Entitlements. OPTIONOR agrees to cooperate with OPTIONEE in securing these items. The requests for these items will be in the OPTIONORS name and OPTIONEE will send OPTIONOR a copy of all such items prior to its submission thereof.

6. Notice of Exercise of Option. OPTIONEE, if not in default under this Option, may exercise this option by delivering to the OPTIONOR, prior to the expiration of the option, a written notice stating that the option is exercised. OPTIONEE'S signing of escrow instructions would satisfy this requirement. The exercise of this Option escrow is subject to the Responsible Entity's (as defined by the United States Housing and Urban Development Department ("HUD")) determination to proceed with, modify, or cancel OPTIONEE's identified project based on the results of any required environmental review and the receipt of an "Authority to Use Grant Funds" from HUD, for the proposed development of the subject property. If OPTIONEE is unable to obtain said approvals, OPTIONEE may decline to exercise this Option. If OPTIONEE declines or fails to exercise prior to the expiration of the Option Term, then the remainder of the Option shall be of no force and effect, and OPTIONEE shall not be obligated to buy the Property, and OPTIONOR shall not be obligated to sell the Property.

7. Amount and Terms of Payment.

Optionor Initials (____) (____)

Optionee Initials (____) (____)

OPTION TO PURCHASE-PURCHASE AND SALE AGREEMENT

- a. Purchase Price. OPTIONEE shall pay Eight Hundred Sixty Thousand Five Hundred Dollars (\$860,500) for the Property, (the "Purchase Price"). The Purchase Price shall be paid as a note carried by the city for 55 years with 0% interest. The Purchase Price shall be due at the close of escrow ("Closing") which shall occur when all the conditions and requirements for Closing stated in this Option have been met.
- b. Improvement Agreement. OPTIONEE shall pay Five Hundred Six Thousand Six Hundred Sixty-Four Dollars and Ninety-Three Cents (\$503,664.93) for the deferred Improvement Agreement Cost. The Improvement Agreement Cost shall be paid in cash at the close of escrow ("Closing") which shall occur when all the conditions and requirements for Closing stated in this Option have been met.
- c. Deposit. Upon exercise of the Option, the Option Payment shall be treated as a Deposit. The Deposit shall apply toward the Purchase Price but shall be forfeited by the OPTIONEE if the OPTIONEE fails to close escrow for any reason other than default by the OPTIONOR.

8. Right of Entry. OPTIONEE, or its agents shall have the right to enter the Property for any purpose reasonably related to conducting its due diligence, such as preparing Environmental Studies and a Geotechnical Engineering Study, at OPTIONEE'S sole cost and expense. OPTIONEE shall indemnify, defend, and hold harmless OPTIONOR, and its elected officials, officers, employees, volunteers, and agents from all causes of action, claims, liabilities, obligations, judgments, losses, costs, harm, injuries, and expenses (including payment of OPTIONOR's reasonable attorneys' fees) resulting from such entry onto the Property.

9. Representations and Warranties of OPTIONOR. OPTIONOR represents and warrants to OPTIONEE that the following matters are true and correct as of the execution of this Option, and acknowledges that any misrepresentation of these matters will jeopardize the non-refundable nature of any option fees paid:

- a. To OPTIONOR'S actual knowledge, there are (I) no condemnation, environmental, zoning or other land-use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the value or use of the property, nor (II) any assessments affecting the Property other than as set forth in the preliminary title report issued by Old Republic Title Company. In addition, OPTIONER has no knowledge of existing or abandoned underground storage tanks, other underground systems, or environmental contamination on subject site.

10. Completion of Sale. The sale and purchase shall be consummated through an escrow which shall be opened immediately following the full execution of this Option by the parties hereto at Old

Optionor Initials (____) (____)

Optionee Initials (____) (____)

OPTION TO PURCHASE-PURCHASE AND SALE AGREEMENT

Republic Title Company, Escrow Officer Julie Massey, located at 555 12th St., Ste. 2000, Oakland, CA 94607.

- a. Closing Date. The Close of Escrow shall occur after the OPTIONEE has reviewed and approved the Property during the feasibility period and after all necessary approvals for the project have been completed to the OPTIONEE'S satisfaction, but no later than Three Hundred Sixty-Five (365) days from the effective date of this Option ("Closing Date"), unless otherwise agreed upon in writing.
- b. Closing of Escrow. The delivery and recordation of the grant deed on behalf of the OPTIONOR for the benefit of the OPTIONEE, and the payment on behalf of the OPTIONEE to the OPTIONOR of the full purchase price, shall be conditions concurrent when escrow is closed (the "Close of Escrow").

11. Costs of Escrow. OPTIONOR shall pay one-half (1/2) of the escrow and recording fees, all documentary transfer taxes, the cost of a standard CLTA owner's policy of title insurance, and all of the cost of any endorsements necessary to remove any exceptions to title not approved by OPTIONEE. OPTIONEE shall pay one-half (1/2) of the escrow and recording fees, all of any additional premium for an ALTA owner's policy, any other endorsements requested by OPTIONEE, and any survey if OPTIONEE elects such. Each party shall pay its own attorney's fees related to the close of escrow.

12. Broker's Commission. OPTIONOR was not assisted by a broker with respect to this transaction. As such, OPTIONEE shall be responsible for any Brokerage Fee if applicable. Any commissions with regard to this transaction are due and payable at Close of Escrow. In the event any broker or person/entity/finder alleges or perfects a claim for a fee, the party legally responsible for the contact or communication on which the broker or finder perfects such a claim shall indemnify, defend, save, and hold harmless and defend the other party from such claim and/or costs and expenses (including reasonable attorney's fees) incurred by the other party in defending against the same.

13. Time Limits. Time is of the essence. If the escrow provided herein is not closed within the time set forth in this Option, this Option shall automatically terminate without further obligation on either party unless both parties hereto consent in writing prior to termination to an extension of this option for a definite period of time.

14. Conditions of Escrow. The close of the escrow pursuant to the exercise of this option is conditioned on:

Optionor Initials (____) (____)

Optionee Initials (____) (____)

OPTION TO PURCHASE-PURCHASE AND SALE AGREEMENT

- a. The conveyance of title to OPTIONEE of said Property, as evidenced by a standard form CLTA title Insurance Policy in the full amount of the purchase price issued by the title company, subject only to such liens (other than liens for taxes due and payable on or before the date of sale), encumbrances, clouds, or conditions as are approved in writing by OPTIONEE.
- b. Delivery of possession of the Property to OPTIONEE immediately upon Close of Escrow free and clear of all uses and occupancies except as OPTIONEE may waive in writing.
- c. Should OPTIONEE cancel said escrow after Option is exercised, any consideration, including the Option Payment, shall be retained by OPTIONOR.
- d. The closing of this escrow is subject to the Responsible Entity's (as defined by HUD) determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review and the receipt of an "Authority to Use Grant Funds" from HUD, for the proposed development of the subject property. If OPTIONEE is unable to obtain said approvals, OPTIONEE may cancel said escrow and any option consideration shall be retained by OPTIONEE.

15. Possession. Delivery of possession of the Property to OPTIONEE shall occur simultaneously with recordation of the grant deed.

16. Condemnation. Either party may terminate this Option without further obligation by giving written notice to the other, at any time prior to close of escrow, in the event that any action or proceeding is commenced for condemnation, or the exercise of the right of eminent domain, of the Property or any substantial portion thereof, or if OPTIONOR is advised by any governmental agency or any entity having the right of condemnation or an intention to condemn the subject property or any substantial portion thereof.

17. Moratorium. Either party may terminate this Option without further obligation by giving written notice to the other, at any time prior to the close of escrow, in the event that an interim zoning or moratorium ordinance, as authorized by the California Government Code Section 65858, or otherwise, is adopted by Utility Companies, City of Porterville, or other governmental entity having jurisdiction, which temporarily prohibits and limits the use and development of the Property, or any substantial portion thereof, for housing.

Optionor Initials (____) (____)

Optionee Initials (____) (____)

OPTION TO PURCHASE-PURCHASE AND SALE AGREEMENT

18. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered when personally served or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed to the party being served as follows:

a. To OPTIONOR:

City of Porterville
291 North Main Street
Porterville, CA 93257
Attn: Jason Ridenour, City Manager

b. To OPTIONEE:

Self-Help Enterprises
P.O. Box 6520/8445 W. Elowin Court
Visalia, CA 93290
Attn: Betsy McGovern-Garcia, Vice President

19. Option Assignability. This Option may be assigned by the OPTIONEE with the OPTIONOR'S written consent, which consent shall not be unreasonably withheld. OPTIONER'S consent shall not be required if OPTIONEE assigns its rights under this Option to a limited partnership in which OPTIONEE or any affiliate thereof is the general partner.

20. Termination by OPTIONEE. OPTIONEE may terminate this Option at any time by notifying OPTIONOR in writing.

21. Successors and Assigns. This Option shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

22. Non-waiver. The waiver by one party hereto of the performance of any promise or condition shall not invalidate this Option or constitute a waiver by such party of any other promise or condition.

23. Entire Agreement. This Option contains the entire understanding between the parties relating to the option herein granted and any Option or representation respecting this Option, or the responsibilities of either party in relation thereto, not expressly set forth herein, shall be ineffective.

24. Amendments. Any Amendments of or supplements to this Option shall be in writing, signed on behalf of both parties hereto.

Optionor Initials (____) (____)

Optionee Initials (____) (____)

OPTION TO PURCHASE-PURCHASE AND SALE AGREEMENT

25. Quitclaim. If OPTIONEE fails to exercise this option in accordance with the terms of this Option or if this Option is earlier terminated in accordance with the terms of this Option, OPTIONEE shall properly execute, acknowledge, and deliver to OPTIONOR within ten (10) days of the request thereof a quitclaim deed or any other document required by the OPTIONOR or a title insurance company to verify the termination of this Option.

26. Memorandum of Option. A memorandum of option evidencing this Option may be recorded in the official records of the County of Tulare. See Exhibit "A"

27. Attorney's Fees. In the event of any litigation or arbitration between the parties hereto arising out of this Option or the performance thereof, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other relief to which that party may be entitled.

28. Extension of Time Limit. Any extension of time limit specified here, to be effective, must be in writing, signed by all parties, and must stipulate a definite period.

29. Tax-Free Exchange. OPTIONEE agrees to participate in one or more tax-free exchanges at OPTIONOR's request without cost or liability to OPTIONEE.

IN WITNESS WHEREOF, this Option has been executed by the parties hereto as of the date first above written.

OPTIONOR:

City of Porterville

OPTIONEE:

Self-Help Enterprises

Jason Ridenour, Interim City
Manager

Date

Thomas J. Collishaw, President

Date

Date

Elizabeth M. Garcia, V.P./
Asst. Secretary

Date

Optionor Initials (____) (____)

Optionee Initials (____) (____)



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Kern Community College District Police Range Cooperative Agreement

SOURCE: Police

COMMENT: The Porterville Police Department Firearms Training Facility/Range became operational in May 2011 for live fire training. Currently, the California Highway Patrol, Farmersville Police Department, and Kern Community College District Porterville, on behalf of Porterville College Police Academy, are under an agreement to utilize the firing range for training and qualifications of their personnel.

The Kern Community College District, on behalf of Porterville College Police Training Academy, indicated it wishes to continue use of the training facility and has agreed to compensation for such use. The agreed-upon compensation is \$1,500 annually over the term of a three-year agreement for a total of \$4,500.

Staff is requesting City Council approval to enter into a new agreement with the Kern Community College District, Porterville College Police Academy, allowing the agency usage of the Porterville Police Department Firearms Training Facility/Range for the term of the agreement beginning July 1, 2025, to June 30, 2028.

RECOMMENDATION: That the City Council:

1. Approve the Agreement for the period of 07/01/25, through 06/30/28; and
2. Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

ATTACHMENTS: 1. Cooperative Agreement - KCCD - (PC - 2025-2028)

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Jason Ridenour, Interim City Manager



POLICE FIRING RANGE COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2025, between the CITY OF PORTERVILLE ("CITY"), and KERN COMMUNITY COLLEGE DISTRICT on behalf of PORTERVILLE COLLEGE ("PC"), (each a "Party," and collectively, the "Parties"), with reference to the following:

- A. The Parties desire to allow the use of the CITY Police Firing Range ("Range") by PC.
- B. The Parties are willing to enter into this Agreement on the terms and conditions set forth below.

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for thirty-six (36) months, commencing on July 1, 2026, and ending on June 30, 2028.
2. PC use of the Range will vary depending on the range training necessary, as outlined by the Peace Officer Standards and Training (POST) guidelines, and as scheduled to accommodate the Police Reserve Academy dates.
3. The cost per this agreement term shall be equal to one thousand five hundred dollars (\$1,500) annually.
4. The CITY shall furnish use of the Range to PC including restroom facilities, if available, and shall pay all taxes, insurance, maintenance fees, and all other costs required to provide use of the Range in accordance with this Agreement.
5. PC shall have the use of on-site firearms buildings located at the Range for training programs. Any available classroom facility may be used on a case-by-case basis, without additional charge, when arranged through the PPD Range Supervisor.
6. PPD and PC agree the Range shall be open and usable by members of the PC Police Academy at such times that are mutually agreeable to both parties. Exclusive use of the facilities by PC must be coordinated with, and scheduled by, the PPD Range Supervisor.

7. Prior to exclusive use of the Range, PC will submit their training agenda and course of fire to the PPD Range Supervisor as outlined in the Reserve Police Academy's POST learning domain.
8. PC agrees that its members/cadets using the Range under this Agreement shall be governed by the range safety rules established by PPD. (Firearms Range Rules and Regulations attached.)
9. On their scheduled training days, the PC Range Master shall contact PPD Watch Commander at (559) 782-7400 upon their arrival and departure from the Range.
10. After use of the facility, PC agrees to ensure the Range is cleaned properly of all debris resulting from their use, including brass. Brass will be left in containers (containing only brass) at the Range for disposal by PPD.
11. Both the PPD and PC reserve the right to cancel this Agreement with thirty (30) days advance written notice to the other party.
12. The amount to be paid by PC, if monetary amount is agreed upon by both Parties, will be due and payable as follows: PC shall pay the amount as invoiced by the CITY on an annual basis of the agreed upon cost within thirty days of receiving said invoice(s).
13. Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including, but not limited to, personal injury, death at any time and property damage) arising out of, or made necessary by, the indemnifying party's performance of this Agreement or breach of its terms.
14. Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage.
 - a. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or

reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

- b. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.

15. Except as otherwise required by law, any notice to be given shall be in writing and shall be either personally delivered, sent by facsimile transmission, or sent by first-class mail, postage prepaid, and addressed as follows:

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7447
Fax: 559-782-7452

PORTERVILLE COLLEGE:

Kern Community College District
2100 Chester Avenue
Bakersfield, CA 93257
Phone: 661-336-5100
Fax: 661-336-5178

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

16. No part of this Agreement may be assigned by any of the Parties without the prior written consent of the other Party.

17. Termination.

- a. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

1) This Agreement may be terminated by any Party should another Party:

- a) be adjudged bankrupt;
- b) become insolvent or have a receiver appointed;

- c) make a general assignment for the benefit of creditors;
- d) suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement; or
- e) materially breach this Agreement.

2) For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination.

3) Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4) If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party(ies) consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.

b. Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports or pre-termination contract activities.

18. This Agreement represents the entire Agreement between the Parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of all Parties.

19. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

20. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

21. The failure of any Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so,

whether for the breach or any subsequent breach. The acceptance by any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.

22. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party.

23. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.

24. It is expected that this agreement will continue into coming years. At the end of this agreement, the Chief of Police and the Dean of Career & Technical Education, or their designees, shall convene a meeting to discuss the agreement. If the agreement is continued, the Chief of Police shall provide the new cost (if applicable), and the new agreement will indicate the amount of funding each party shall be responsible for.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF PORTERVILLE:

Jake Castellow, Chief of Police

Date

PORTERVILLE COLLEGE:

Melissa Thornsberry

Date



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Approval of Community Civic Event - Porterville Chamber of Commerce - Spring Festival - April 5, 2025

SOURCE: Finance

COMMENT: The Porterville Chamber of Commerce is requesting approval to hold the Porterville Chamber Spring Festival on Saturday, April 5, 2025, from 10:00 AM to 3:00 PM. This year's festival will include food booths, vendor booths, a kids' zone, a taco eating contest, family entertainment, and a car show. The request includes the closure of Main Street from Morton Avenue to Putnam Avenue and the side streets along Main Street, as indicated on the attached map, from 6:00 AM to 5:00 PM and the closure of the sidewalks along Main Street, from Morton Avenue to Putnam Avenue, for the vendor booths. An outside amplifier permit has been approved from 10:00 AM to 3:00 PM.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The Application has been routed according to the Ordinance regulations and reviewed by all City Departments involved. The requirements and restrictions are listed on the attached copy of the Application and Agreement, Exhibit A, Exhibit B, Exhibit C and Outside Amplifier Permit.

RECOMMENDATION: That the City Council approve the Community Civic Event Application submitted by the Porterville Chamber of Commerce to hold the Porterville Chamber Spring Festival event on April 5, 2025, subject to restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C and Outside Amplifier Permit.

ATTACHMENTS:

1. CCE Application and Agreement, Exhibit A, Exhibit B, Exhibit C, Map, Outside Amplifier Permit, and Certificate of Liability Insurance.

Appropriated/Funded:

Review By:

Item No. 10.

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Jason Ridenour, Interim City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? ☐ yes ☐ no E-mail address? kristy@portervillechamber.org www.portervillechamber.org Website?

Application date: February 7, 2025 Event date: April 5, 2025

Name of Event: Spring Festival Event time: 10 am to 3 pm
street closures from 6am to 5pm

Sponsoring organization: Porterville Chamber Phone # (559) 784-7502

Address: 93 N. Main St., Ste. A, Porterville, CA 93257

Authorized representative: Kristy Martin Phone # (559) 784-7502

Address: 93 N. Main St., Ste. A, Porterville, CA 93257

Event chairperson: Kristy Martin Phone # (559) 784-7502

Location of event Downtown Porterville - Main St. - Putnam to Morton

(Location map must be attached)

Description of event: _____

Festival - Vendors, Kids Zone, Entertainment, Taco Eating Contest, Car Show, Food Booths

Purpose of event: Community event

Non-profit organization status: 501c6

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): 80 Street sweeping Yes ☒ No ☐

Police protection Yes ☒ No ☐ Refuse pickup Yes ☒ No ☐

Other: Special event officers

Parks facility application required: Yes ☒ No ☐ Attached ☒

Assembly permit required: Yes ☐ No ☒ Attached ☐

STAFF COMMENTS (list special requirements or conditions for event):

Appr.	Deny	
_____	_____	Bus. Lic. Spvr. _____
_____	_____	Pub. Works Dir _____
_____	_____	Comm. Dev. Dir. _____
_____	_____	Field Svcs. Mgr. _____
_____	_____	Fire Chief _____
_____	_____	Parks Dir. _____
_____	_____	Police Chief _____
_____	_____	Risk Manager _____

CITY OF PORTERVILLE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted **NO LESS THAN 30 DAYS PRIOR** to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with the application. *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars (\$2,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

KM Authorized Representative Initial

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. *Claims-made policies are not acceptable.*

KM Authorized Representative Initials

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

KM 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.

KM 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.

KM 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.

Porterville Chamber

(Name of Organization)



(Signature)

02/07/2025

(Date)

CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Spring Festival

Sponsoring organization: Porterville Chamber

Location: Downtown Main St. - Putnam to Morton Event date: 4/5/25 Event time: 10am to 3pm

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application but must be submitted **NO LESS THAN TWO WEEKS PRIOR TO THE EVENT.**

<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
California Highway Patrol	861 W. Morton Ave (559) 784-7444	Y	Info booth
Night Owl Creative	33703 Bear Ln, Springville, CA 93265 559-310-6210	Y	Craft booth
Pools Plus	1031 W. North Grand Ave. (559) 679-6291	Y	Info booth
Characters by Del	1949 W. Olive Ave (559) 333-5131	Y	Craft booth
G&D Creations	541 Harrison Cir. (559) 359-7298	Y	Craft booth
A-Z Creations 3D Printing	9404 Road 248, Terra Bella, CA 93270 (661) 748-6816	Y	Craft booth
Earthly Taurus	768 E Grand Ave. (772) 321-3088	Y	Craft booth
Christy's Diamond Paintings	19315 Rd 248 (559) 789-3309	Y	Craft booth
James M Gibson Iris Society	20924 Ave 152 (559) 789-7446	Y	Info booth
SunSet Scents		Y	Craft booth
Sassy Soul Crafts & Gifts	308 Springville Ct., Apt. 1, (559) 756-5583	Y	Craft booth
AT&T	862 W Henderson Ave. (559) 361-2552	Y	Info booth
Guardian Life		Y	Info booth
J.J.M.I. Party Rentals	933 S. Indiana St. (559) 853-8265	Y	info booth
T & K Innovators	208 W. Main St., Visalia, CA 93277 (559) 713-6008	Y	Info booth

***Municipal Code 15-20(E) Community Civic Events (16): Business License Fees:** Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other enclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services, except that no individual, company, firm, concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Spring Festival

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<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
Riverwalk Care Center	1100 W Morton Ave (559) 782-1509	Y	Info booth
Ennis Builders & Realtors	263 N. 3rd St. Suite #200 (559) 788-1000	Y	Info booth
AAUW	Porterville, CA 93257 (559) 920-3637	Y	Info booth
Family HealthCare Network	305 East Center Ave, Visalia, CA 93291 (559) 737-4724	Y	Info booth
CSET	312 N 3rd Ave, Visalia, CA 93291 (559) 741-4619	Y	Info booth
Sequoia Christian Academy	776 W Grand Ave (559) 483-1077	Y	Info booth
Tulare County Stonewall Democrats	1279 W. Henderson #124 (559) 302-8107	Y	Info booth
Porterville Democratic Club	1279 W. Henderson #119 (559) 359-3116	Y	Info booth
PSW	194 W Poplar Ave. (559) 784-1399	Y	Info booth
Porterville College	100 College Ave. (559) 791-2286	Y	Info booth
Blessings of Liberty	2154 W. San Lucia Ct (559) 783-2712	Y	Info booth
Central California Family Crisis Center	211 N. Main St (559) 781-7462	Y	Info booth
Tulare County Federal Credit Union	617 N Main St (559) 719-9948	Y	Info booth
Scentsy	1552 S. Laspina St., Tulare, CA 93274 (559) 623-2165	Y	Craft booth
Artesania Azteca		Y	Craft booth

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CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Spring Festival

Sponsoring organization: Porterville Chamber

Location: Downtown Main St. - Putnam to Morton Event date: 4/5/25 Event time: 10am to 3pm

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<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
Luna Moon Jewelry	1137 W. Putnam Unit B (559) 789-4258	Y	Craft booth
Livaj	431 W Wilson Ave, Ridgecrest, CA 93555 (314) 702-0504	Y	Craft booth
Mom of Two Heathens Co	3023 Hoyt Pl, Tulare, CA (559) 920-0463	Y	Craft booth
Dippin Dots	969 Carolina Ave., Clovis, CA 93611 (559) 387-8438	Y	Food booth
Sweet Ride	2638 S Woodland, Visalia, CA (559) 909-8948	Y	Food booth
SnoShack Central Valley	2348 W Whitendale Ave. 8TE B, Vis., CA (559) 799-1073	Y	Food booth
Tacos Espinoza	652 E. Date Ave. (559) 560-6974	Y	Food booth
Baja Fish & Shrimp Tacos	1111 N. Patsy Dr. (559) 350-3181	Y	Food booth
Two Mada's	33 W. Putnam Ave. (559) 784-2004	Y	Food booth
Rae's Dogs & Delights	2707 W. Ashland, Visalia, CA 93277 (559) 310-0669	Y	Food booth
Kona Ice	31351 Fritz Dr, Exeter, CA 93221 (559) 804-9060	Y	Food booth
Travelin Toms Coffee	Visalia, CA	Y	Food booth
The Lemonade Yard	37318 95th St. East, Littlerock, CA (661) 816-0398	Y	Food booth
Cosecha Abundante	2450 S Main St (559) 361-2160	Y	Food booth
Stix Churroholics	1201 E Putnam Ave. (559) 789-6766	Y	Food booth

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CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Spring Festival

Sponsoring organization: Porterville Chamber

Location: Downtown Main St. - Putnam to Morton Event date: 4/5/25 Event time: 10am to 3pm

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application but must be submitted **NO LESS THAN TWO WEEKS PRIOR TO THE EVENT.**

<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
Bella's Indian Tacos	3510 E. Roosevelt Ave., Visalia, CA 93232 (559) 826-7489	Y	Info booth
Bakersfield Ben & Jerry's	9023 Belmac, Bakersfield, CA 93312 (661) 427-1845	Y	Food booth
Jazzy's Sweet Treats	623 W. Murray Ave., Visalia, CA 93291 (559) 359-0253	Y	Food booth
The Human Bean	PO Box 1330, Templeton, CA 93465 (209) 603-5015	Y	Food booth
Edgar's Honey Bees			
Just a Taste Bake House			
Double Dippin'	Santee, CA 92071 (619) 597-9775	Y	Food booth
OACYS Technology	767 N. Porter Road (559) 781-4123	Y	Info booth
CASA of Tulare County	1146 North Chinowith, Visalia, CA 93291 (559) 625-4007	Y	Info booth

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CITY OF PORTERVILLE

Sponsoring organization: Porterville Chamber

Hours: 10am to 3pm

street closures 6am to 5pm

4 of 4

Requirements for Community Civic Event

Porterville Chamber

Spring Festival

April 05, 2025

City Engineer:

D. Cervantez

Community Development Director:

C. Calderon

Public Works Director:

M. Knight

Fire Marshal:

C. Dignam

Please see Exhibit C.

Parks and Leisure Services Director:

D. Moore

If electrical outlets are needed, contact staff at least 72 hours prior to event to coordinate outlet locations. Vehicles to remain off the Centennial Park grass.

Police Lieutenant:

M. Azevedo

Please see Exhibit B.

Administrative Service Director:

Y. Andrade

Risk Management requires general commercial liability coverage in the amount of \$2M with the City named as an additional insured. If the event has bounce houses or inflatables, the City would require \$3M in general commercial liability coverage, naming the City as additional insured and waivers must be signed

Field Services Superintendent:

B. Spry

No comments.

Field Services Superintendent – Streets:

J. Baeza

No comments.

Exhibit A, Page 1

Requirements for Community Civic Event

Sponsor: Porterville Chamber
Event: Spring Festival
Event Chairman: Kristy Martin
Location: Downtown Main St.- Putnam to Morton
Date of Event: April 5, 2025 10:00 AM – 3:00 PM

RISK MANAGEMENT: Conditions of Approval

That Porterville Chamber provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.

B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Porterville Chamber Spring Festival
April 05, 2025—5:00 am-5:00 pm

Proposed Conditions/Requirements—Downtown Main Street

- City Council approval is required for all street closures.
- On all streets approved for closure, ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- If event organizers anticipate the need for removal of parked vehicles from public roadways related to the event, the affected public roadways must be posted with appropriate signage no less than 24 hours in advance of the event. Said signs and associated posting must meet minimum requirements as established by the California Vehicle Code. (Recommend event organizers contact Sgt. Maria Aguillon of the Porterville Police Department/Traffic Unit in order to ensure that signs meet the requirements as established by law or request additional assistance).
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved and granted, however, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Mark Azevedo, Lieutenant
Police Department

Exhibit B

**City of Porterville/Fire Department
Community Civic Event Application**

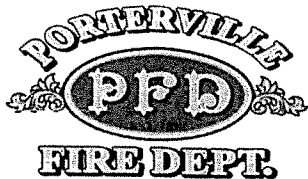
Spring Festival

April 05, 2025, 10:00 a.m. to 3:00 p.m.

Downtown Porterville – Main St. – Putnam to Morton

All spacing for tents, tarps and canopies shall comply with the attached requirements for spacing. All booths using electricity, preparing food, or using a generator shall have at a minimum a 2A:10B,C fire extinguisher that is properly tagged for use. All trailers shall be separated from the towing vehicle and leveled. There shall be a minimum of 12' between units. All food truck/trailers with a fixed extinguishing system shall have a current inspection tag on the system and the required K series extinguisher, along with the 2A:10B, C fire extinguisher.

Clayton Dignam
Fire Marshal



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

These standards apply to individual tents, temporary structures, or membrane structures less than 200 square feet in area, and canopies less than 400 square feet in area used as outdoor carnival and fair booths.

A permit is required before any tent or membrane structure larger than 400 square feet can be erected. (California Fire Code 3103.2)

Tents and membrane structures having an area in excess of 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the building official and fire code official.

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Tents open on all sides which comply with all the following:
 - a. Individual tents having a maximum size of 700 square feet.
 - b. Aggregate area of multiple tents placed side by side without 12 feet clearance, not exceeding 700 square feet total.
 - c. A minimum clearance of 12 feet to all structures and other tents.

Definitions

Cooking Booth – Booth where food is prepared by a heating or cooking process such as, but not limited to, grilling, frying, barbecuing, flambe', deep fat frying, baking, warming, or boiling. **Deep fat frying** – Any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

- All fabrics or membranes covering cooking booths shall be California State Fire Marshal certified flame retardant and be labeled as such.
- Decorative materials shall be inherently fire resistive or shall be treated with a fire-retardant spray.
- Flooring materials used within cooking booths and cooking equipment shall be non-combustible or California State Fire Marshal certified fire-retardant. (*Exception 3/8" plywood or similar material.*)
- Each cooking booth shall have at least one exit-way, a minimum 3' wide and 6'8" high. Booth frames shall not obstruct exit paths.
- Cooking booths shall have a minimum clearance of 10' on at least two sides with clearance of at least 10' from any vendor booth.
- Minimum 12' separation required between cooking booths with an aggregate size of 400 sq.ft. with sides, or 700 sq.ft. without sides.

Cooking Equipment

- All interior cooking equipment shall be of an approved type, and open-flame cooking shall be located a minimum of 18" from booth back/side drop materials.
- Compressed gas (butane, propane, or natural) equipment shall conform to the following:
 - Shut off valves shall be provided at each fuel source;
 - Cooking appliances shall have an ON-OFF valve located far enough away from the appliance to be safely shut off in case of fire;
 - Manufactured cooking appliances shall be equipped with a Thermocouple Valve to shut off fuel if flame is extinguished;
 - The booth operator shall test all connections for leaks with soap and water solution;
 - Fuel tanks shall be protected from damage and secured in an upright position;
 - Hoses shall be of a type approved for use with the equipment and fuel type;
 - Tanks not in use shall be turned off;
 - Extra fuel tanks shall not be stored in booths;
 - Unused fuel cylinders shall be stored in a secured position.



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Wood, Charcoal (Solid Fuels) Cooking

- Use only an electric starter or commercially sold lighter fluid.
- Charcoal cooking and storage of lighter fluid is prohibited inside booths.
- Charcoal cooking shall be located a minimum of ten **10'** away from booths and in areas away from public access.
- Charcoal cooking shall be located at least ten **10'** away from combustible structures and parked vehicles.
- Coals shall be disposed of in metal containers with lids approved by the Fire Marshal.

Deep Fat Frying, Flambé, and Wok

- Deep fat frying, flambé, and wok shall be located **no closer than 18"** from any combustible material.
- Cooking areas shall not be accessible to the public.
- Deep fat frying equipment shall be equipped with a temperature regulating device or other method of regulating temperatures approved by the Fire Marshal.
- Separation shall be maintained with a minimum of **3'** clearance between deep fat frying and flambé or open flame cooking.

Vendor Booth Construction and Location

- Each vendor booth shall have at least one exit-way, a minimum of **3'** wide by **6'8"** high. Booth frames shall not obstruct exit paths.
- Vendor booths shall have a minimum clearance of **20'** on at least one side, with clearance of at least **10'** from any cooking booth.

Electrical Power

- Generators shall be placed only in locations approved for festival use.
- Generators shall not be refueled during event hours. Extra fuel shall not be stored during event hours.
- Smoking and open flames shall be prohibited within **25'** of refueling operations.
- Extension cords shall be of a grounded type and approved for exterior use.

Fire Extinguishers

- Each cooking booth shall be equipped with a fire extinguisher with a minimum rating of **2A: 10BC**. Booths with deep fat frying or flambé cooking shall be equipped with an extinguisher rated for **class "K" fires**.
- Cooking booths shall be equipped with visible and accessible fire extinguishers mounted adjacent to the exit.
- For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of **2A: 10BC** shall not exceed **75'**.
- Each generator shall be provided with a fire extinguisher with a minimum **40BC** rating. The extinguisher shall be located near the generator and accessible at all times.
- All fire extinguishers shall be serviced and tagged annually by a State-licensed contractor.

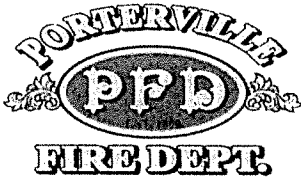
Miscellaneous

- The Porterville Fire Department shall be provided with a site plan showing emergency access.
- All booths are subject to inspection by the Fire Department and any discrepancies will require immediate action.
- All cooking areas shall be cleaned regularly to prevent the build-up of grease.
- There shall be a competent adult in cooking booths at all times to ensure safety.
- Seating shall be a minimum of **15'** from booths with open flame devices or cooking appliances.
- The Fire Department shall be provided with a telephone number of the responsible party to contact in case of emergency on a 24 hour basis.

Fire Safety Tips

- Know where fire extinguishers are and how to use them.
- Do not leave cooking unattended.
- Do not wear loose-fitting clothing while cooking.
- Remove trash accumulation regularly.
- Keep combustible materials away from heat sources.
- **In case of an emergency dial 9-1-1.**

The attached "Food Booth Vendor Agreement" must be on site at all times and presented upon request of any Porterville Fire Department Personnel.



Cooking Booth Vendor Agreement

Booth/Space # _____ Business Name _____
On Site Contact Name _____ Contact Phone # _____

Cooking Booth Construction and Location

1. Tents, canopies, and decorative material shall be inherently flame-resistive and proof of certification shall be on site at all times.
2. Cooking booth floors may be concrete, asphalt, or plywood over grass and dirt.
3. An emergency access of 36" shall be maintained between the back of each cooking booth and any fencing at all times. **NO EXCEPTIONS.**

Cooking Equipment

1. Cooking with charcoal, wood, or other solid fuel shall be located a minimum of 10' away from booths, canopies, combustible material or any public access.
2. Deep fat frying shall be located a minimum of 3' away from booths, canopies, open flame cooking, combustible material or any public access.
3. Any open flame cooking shall be located a minimum of 18" away from any vertical surface, combustible material or any public access.
4. Extra fuel tanks shall **NOT** be stored in booths or within 5' of cooking equipment.
5. All cooking, gas powered, or electrically energized equipment shall meet manufacturer specifications and shall be free of excess cooking oils or any other combustible materials.

Miscellaneous

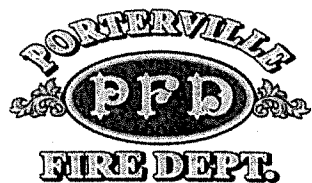
1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided in all cooking areas with deep fat frying.
3. All cooking areas shall be cleaned regularly to prevent build-up of combustible substances.
4. Extension cords shall be of a grounded type, approved for exterior use, and in good working order.
5. Smoking is not allowed at any time within food booths or within 25' of any fuel source.
6. Specialized cooking equipment is subject to approval by the Fire Marshal.

Additional Requirements:

The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any discrepancies to the above requirements or any conditions considered a threat to fire and life safety by the Fire Inspector may result in the immediate cessation of cooking.

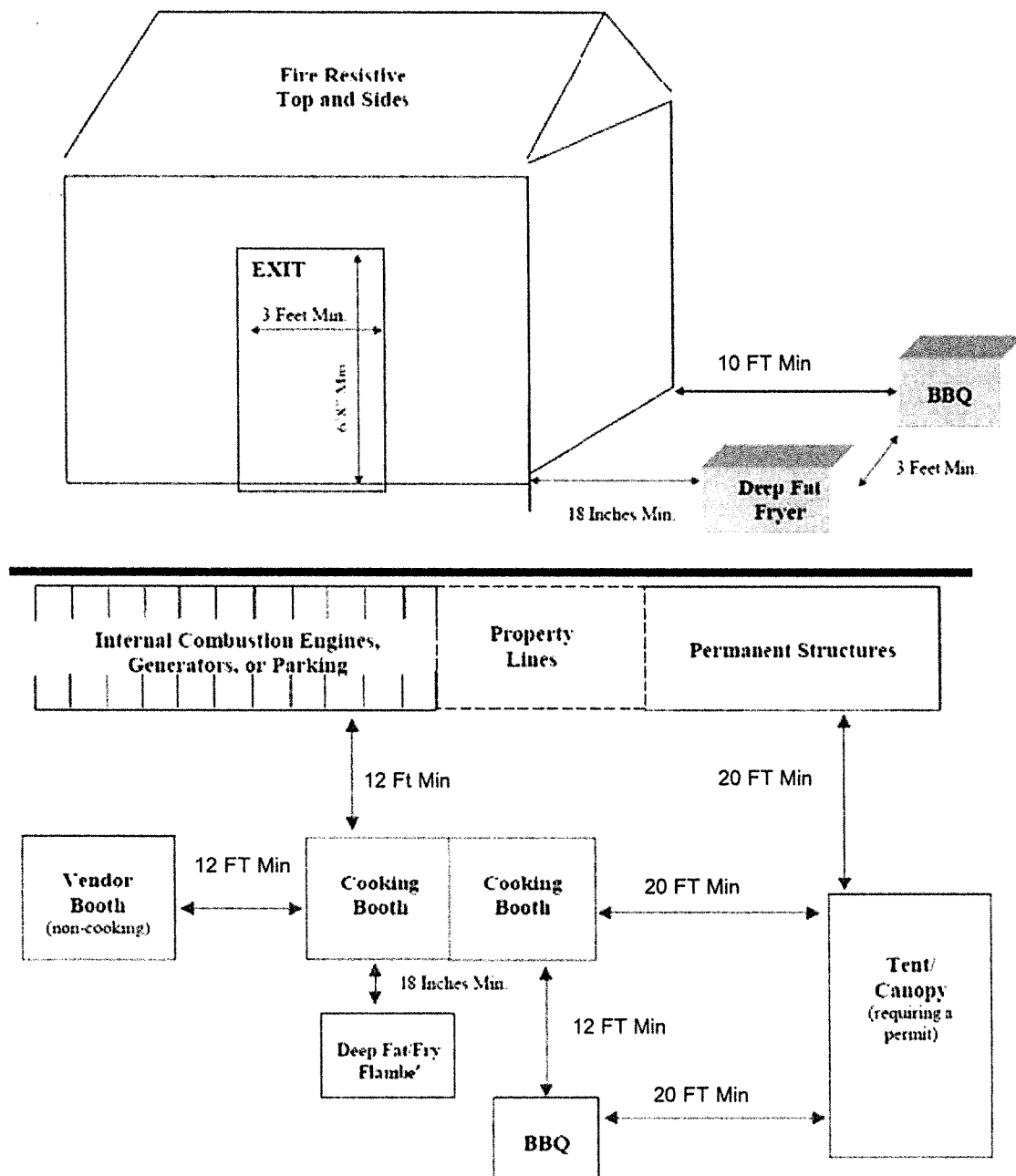
By signing below, I acknowledge that I have read and agree to comply with all requirements of this contract.

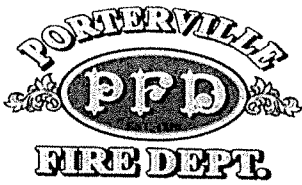
Signature _____ Date _____



PORTERVILLE FIRE DEPARTMENT

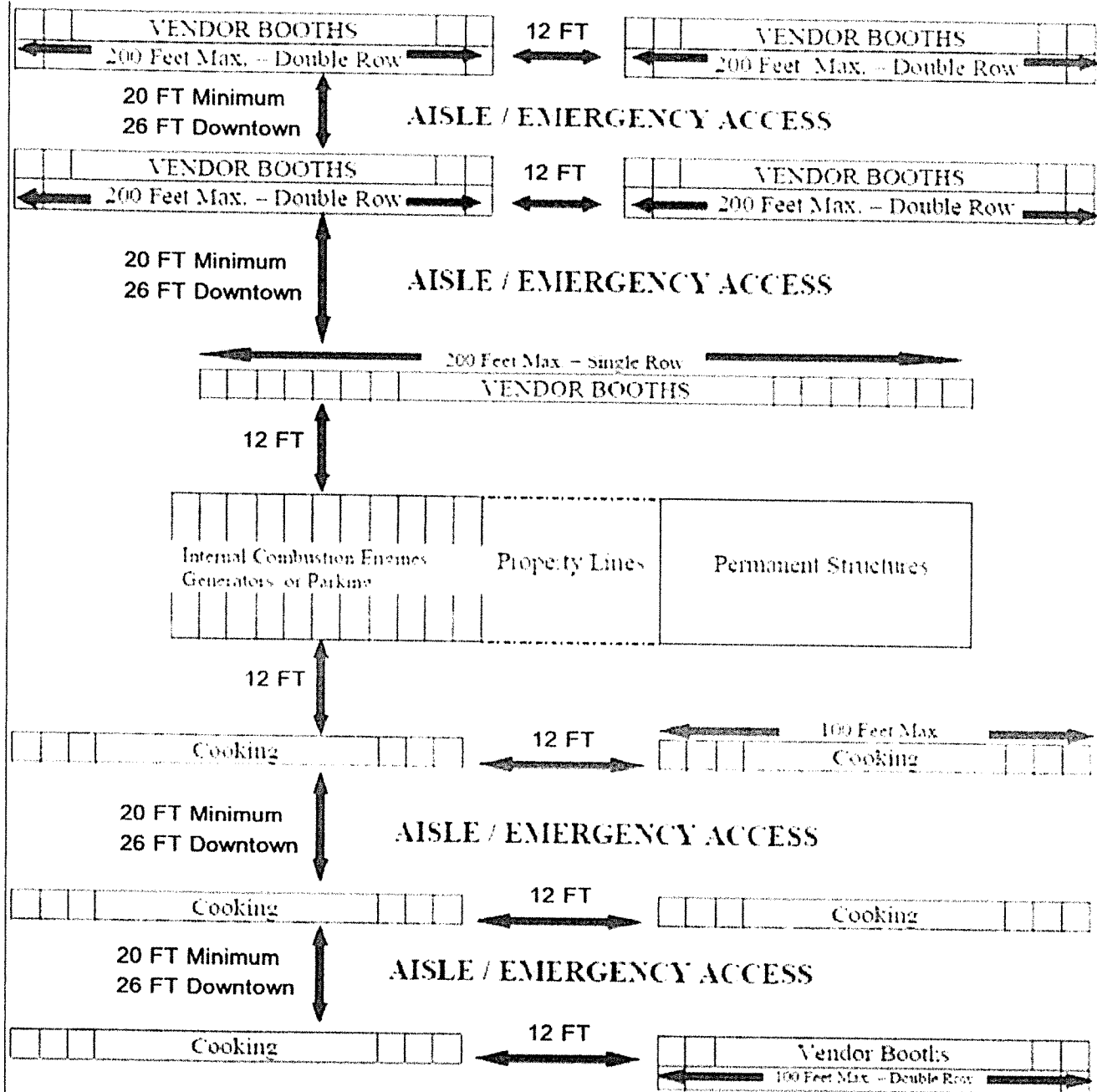
FIRE PREVENTION DIVISION





PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION



**Note: Cooking booths are limited to single rows only. Back-to-back rows are not permitted. Maximum overall length of individual rows is 100 feet with aggregate spacing throughout.*

***Note: Aggregate area of multiple tents placed side by side without 12 feet clearance shall not exceed 400 square feet with sides, or 700 square feet without sides. A minimum clearance of 12 feet to all structures and other tents is required.*

****Note: Maximum overall row length distances listed, or shown above, shall meet spacing requirements for aggregate size restrictions*

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: Porterville Chamber
93 N. Main St., Suite A, Porterville, CA 93257
- 2 Address where amplification equipment is to be used: Main St. (Centennial Park)
- 3 Names and addresses of all persons who will use or operate the amplification equipment: DJ Swift Various Chamber volunteers
- 4 Type of event for which amplification equipment will be used: Spring Festival
- 5 Dates and hours of operation of amplification equipment: 4/5/25 10:00am to 3:00pm
- 6 A general description of the sound amplifying equipment to be used: Speakers, DJ set up, PA system for announcing

Section 18-9

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

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

Section 18-14

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

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

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

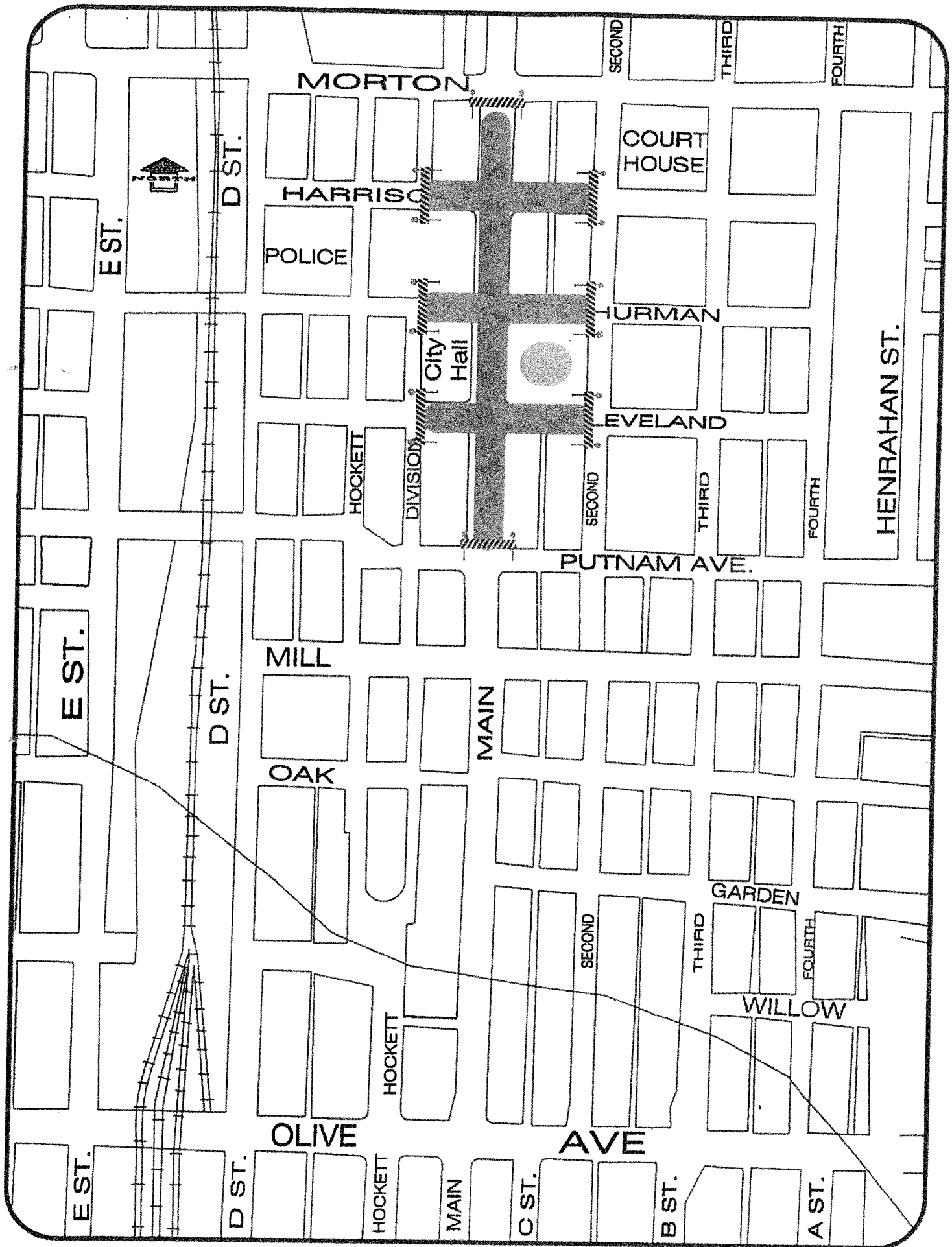
[Signature]
Signature of Applicant

02/07/2025
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 Azevedo, Lieutenant
City of Porterville, Chief of Police/Designee

02/24/25
Date





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/19/2025

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 Walter Mortensen Insurance P.O. Box 1960 Porterville, CA 93258	CONTACT NAME: Daren Griswold PHONE (A/C No., Ext.): 559-781-5200 E-MAIL ADDRESS: dg@wmi.cc FAX (A/C No.): 559-781-3229														
INSURED Porterville Chamber of Commerce 93 N Main Street Porterville, CA 93257	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Fireman's Fund Insurance Company</td><td>21873</td></tr><tr><td>INSURER B: Axis Insurance Company</td><td>37273</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Fireman's Fund Insurance Company	21873	INSURER B: Axis Insurance Company	37273	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒	UST022072230 NAEP125425	4/5/2025	4/6/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES \$ 50,000 MEDICAL EXPENSE \$ 1,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N ☒ N/A				PER STATUTE ☐ OTH-ER ☐ E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: City of Porterville

CERTIFICATE HOLDER

CANCELLATION

City of Porterville

291 N. Main Street
Porterville, CA 93257

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Joseph Guerrero

Certificate Number: NAEP125425

Policy Number: UST022072230

Effective Dates: 4/5/2025 12:01am to 4/6/2025 12:01am

Additional Insured - Person, Organization or other Entity

600002STEP 09 12

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name of Additional Insured Person(s) or Organization(s) or other Entity(ies)

City of Porterville

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that **bodily injury, property damage or personal and advertising injury** is caused by the sole negligence of the Memorandum of Insurance holder.

Any Additional Insured Person(s) or Organization(s) or other Entity(ies) covered under this policy is subject to the policy forms, terms, conditions, exclusions, limitations and provisions.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



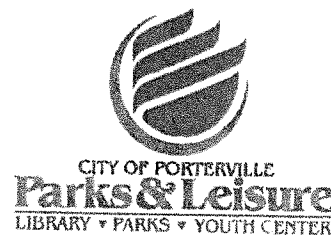
President



600002STEP8-12

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CITY OF PORTERVILLE
PARKS & LEISURE SERVICES DEPARTMENT
REQUEST FOR USE OF BUILDINGS



PLEASE PRINT CLEARLY – PRESS HARD

FACILITY REQUESTED:

☐ Library Community Room
☐ Sports Complex Concession Stand

☐ Hayes Field Concession Stand
☐ Pool Concession Stand

☒ Centennial Plaza
☐ Santa Fe Depot

Type of Event: Spring Festival Date of Event: 4/5/25 Time: 10:00 am To: 3:00 pm

Amplified Equipment/Music: ☒ Yes ☐ No Estimated Number of People in Attendance: varied

* * * * *

Name: Kristy Martin

Home Address: 93 N. Main St. Suite A City: Porterville Zip code: 93257

Phone: Home: (559) 784-7502 Cell No.: (559) 310-6210 Email: kristy@portervillechamber.org

Is this request for an Organization: ☒ Yes ☐ No Organization: Porterville Chamber of Commerce

Applicant hereby agrees to hold the City of Porterville, their employees, agents and officers free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of said facilities. The applicant agrees to furnish such liability or other insurance for the protection of the public and the City, as the City shall require. Applicant agrees to leave the facility in the same condition as found before use. Any damages, misuse or destruction of City property or equipment is the responsibility of the applicant. Applicant agrees to reimburse City for all charges. The CITY OF PORTERVILLE does not provide accident, medical, liability or any other insurance for facility users. **Refunds will be granted as follows No Show – No Refund. More than (2) business days cancellation notice – 100% of fee returned. Less than (2) business days cancellation notice – 90% of fee returned with a 10% penalty.** In order to obtain a refund you must first fill out a request form and submit it to Parks & Leisure Services. In the event staff is taking photos of the park and/or the recreational activities it affords on the day of my event, I give my permission for the City to use said photos in promotional materials. I have read, understand and agree to the rules and regulations that are listed on this form.

SIGNATURE:  DATE 02/07/2025

FOR OFFICE USE ONLY

APPROVED: _____ RENTAL CHARGE: _____ RECEIVED BY: _____ DATE: _____

POLICE DEPT: _____ DATE: _____ SUPERVISOR FEE: _____ RECEIVED BY: _____

SPECIAL DEPARTMENT NOTATIONS: _____

_____ Reservation # _____

256 EAST ORANGE AVENUE, PORTERVILLE, CA 93257, PHONE (559) 791-7695
FAX (559) 791-7699, Park/facility information available @ www.ci.porterville.ca.us
 Find us on Facebook search: City of Porterville Parks & Leisure Services

SEE BACK PAGE FOR RULES, REGULATIONS AND POLICIES



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Approval of Community Civic Event - Central California Family Crisis Center - Ladies of Sinister Nation's 1st Annual Easter Egg Hunt & Basket Drive - April 5, 2025

SOURCE: Finance

COMMENT: The Central California Family Crisis Center is requesting approval to hold the "Ladies of Sinister Nation's 1st Annual Easter Egg Hunt & Basket Drive" on Saturday, April 5, 2025, at Veterans Park, from 1:00 PM to 5:00 PM. This is a fundraising event for the Central California Family Crisis Center and will feature food vendors and an Easter egg hunt. An outdoor amplifier permit has been approved from 1:00 PM to 5:00 PM.

This request is made under the Community Civic Events Ordinance No.1326, as amended. The Application has been routed according to the Ordinance regulations and reviewed by all City departments involved. All requirements and restrictions are listed on the attached Application and Agreement, Exhibit A, Exhibit B, Exhibit C and Outside Amplifier Permit.

RECOMMENDATION: That the City Council approve the Community Civic Event Application submitted by the Central California Family Crisis Center, to hold the "Ladies of Sinister Nation's 1st Annual Easter Egg Hunt & Basket Drive" event on Saturday, April 5, 2025, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C and Outside Amplifier Permit.

ATTACHMENTS:

1. CCE Application and Agreement, Exhibit A, Exhibit B, Exhibit C, Outside Amplifier Permit, Map, Certificate of Liability Insurance, and Flyer.

Appropriated/Funded:

Review By:

Department Director:

Item No. 11.

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? yes E-mail address? Laura Joven 80@gmail.com Website?
Application date: 3/5/25 Event date: 4/5/25
Event time: 1pm - 5pm
Name of Event: Ladies of Sinister Nation's 1st Annual
Easter Egg hunt & basket Drive
Sponsoring organization: C.C.F.C.C. Phone # 559-784-0192
Address: 281 N. Main St
Authorized representative: Betty Luna Phone # 559-784-0192
Address: 211 N. Main St P'ville 93257
Event chairperson: Laura Joven Phone # 559-946-2899
1044 W. Murray Ave Visalia, Ca 93291
Location of event Veterans Park Porterville

(Location map must be attached)

Description of event: Easter Egg hunt & Easter basket drive

Purpose of event: to raise Easter baskets for the children

Non-profit organization status: 94-2632969

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): 0 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)

 Authorized Representative Initial

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. Claims-made policies are not acceptable.

 Authorized Representative Initials

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

 Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/ho packs, bandages, and compresses.

 Authorized Representative Initials

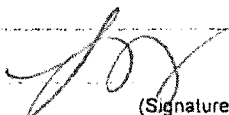
Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

 Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertain 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.

CCFCC

(Name of Organization)



(Signature)

3/5/25

(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

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application but must be submitted **NO LESS THAN TWO WEEKS PRIOR TO THE EVENT.**

[illegible]

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: Women's Shelter

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>
NA	NA	CA

Requirements for Community Civic Event
Central California Family Crisis Center
Ladies of Sinister Nation's 1st Annual
Easter Egg Hunt & Basket Drive
April 5, 2025

City Engineer:

D. Cervantez

Community Development Director:

C. Calderon

Public Works Director:

M. Knight

Fire Marshal:

C. Dignam

Please see Exhibit C

Parks and Leisure Services Director:

D. Moore

Vehicles not permitted to park on grass
If electricity is needed at a pavilion,
contact the Parks and Leisure office at
least 48 hours prior to the event.

Police Lieutenant:

M. Azevedo

Please see Exhibit B.

Administrative Service Director:

Y. Andrade

The certificate of liability and endorsement
are sufficient for the proposed event.

Field Services Superintendent:

B. Spry

No comments.

Streets Superintendent:

J. Baeza

No comments.

Requirements for Community Civic Event

Sponsor: Central California Family Crisis Center
Event: Ladies of Sinister Nation's 1st Annual Easter Egg Hunt & Basket Drive
Event Chairman: Laura Joven
Location: Veterans Park, 1501 W Henderson Ave, Porterville, CA
Date of Event: April 5, 2025 (1:00 PM – 5:00 PM)

RISK MANAGEMENT: Conditions of Approval

That Central California Family Crisis Center provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

- A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

**CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application**

**Ladies of Sinister Nation Easter Egg Hunt and Basket Drive
Veteran's Park, Porterville
April 5, 2025 / 1:00AM – 5:00PM**

Proposed Conditions/Requirements:

- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved; however, event organizers shall not allow sound amplification 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 and pavilions are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians in the area.

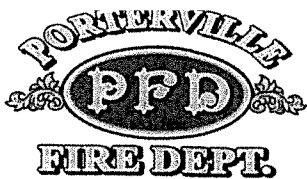
Mark Azevedo, Lieutenant
Porterville Police Department

**City of Porterville/Fire Department
Community Civic Event Application**

**Ladies of Sinister Nation's 1st Annual
Easter Egg Hunt & Basket Drive
April 5,2025, 1:00 PM-5:00 PM
Veterans Park**

Proper spacing between canopies, tents and tarps. All tents, canopies, tarps shall all be fire resistance rated with an affixed and legible tag. Fire extinguishers available and within 75' travel distance to generators and booths. Food trailers shall be disconnected from the towing vehicle and level. All food trucks and trailers with an installed fire extinguisher system shall have a current inspection tag on the fixed extinguishing system (within the last 6 months) and have both a K extinguisher, and a 2A:10BC fire extinguisher (tagged within the last year). There shall be no cooking or frying producing grease laden vapors inside, or under, any tent, tarp, or canopy.

Clayton Dignam
Fire Marshal



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

These standards apply to individual tents, temporary structures, or membrane structures less than 200 square feet in area, and canopies less than 400 square feet in area used as outdoor carnival and fair booths.

A permit is required before any tent or membrane structure larger than 400 square feet can be erected. (California Fire Code 3103.2)

Tents and membrane structures having an area in excess of 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the building official and fire code official.

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Tents open on all sides which comply with all the following:
 - a. Individual tents having a maximum size of 700 square feet.
 - b. Aggregate area of multiple tents placed side by side without 12 feet clearance, not exceeding 700 square feet total.
 - c. A minimum clearance of 12 feet to all structures and other tents.

Definitions

Cooking Booth – Booth where food is prepared by a heating or cooking process such as, but not limited to, grilling, frying, barbecuing, flambe', deep fat frying, baking, warming, or boiling. **Deep fat frying** – Any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

- All fabrics or membranes covering cooking booths shall be California State Fire Marshal certified flame retardant and be labeled as such.
- Decorative materials shall be inherently fire resistive or shall be treated with a fire-retardant spray.
- Flooring materials used within cooking booths and cooking equipment shall be non-combustible or California State Fire Marshal certified fire-retardant. (*Exception 3/8" plywood or similar material.*)
- Each cooking booth shall have at least one exit-way, a minimum 3' wide and 6'8" high. Booth frames shall not obstruct exit paths.
- Cooking booths shall have a minimum clearance of 10' on at least two sides with clearance of at least 10' from any vendor booth.
- Minimum 12' separation required between cooking booths with an aggregate size of 400 sq.ft. with sides, or 700 sq.ft. without sides.

Cooking Equipment

- All interior cooking equipment shall be of an approved type, and open-flame cooking shall be located a minimum of 18" from booth back/side drop materials.
- Compressed gas (butane, propane, or natural) equipment shall conform to the following:
 - Shut off valves shall be provided at each fuel source;
 - Cooking appliances shall have an ON-OFF valve located far enough away from the appliance to be safely shut off in case of fire;
 - Manufactured cooking appliances shall be equipped with a Thermocouple Valve to shut off fuel if flame is extinguished;
 - The booth operator shall test all connections for leaks with soap and water solution;
 - Fuel tanks shall be protected from damage and secured in an upright position;
 - Hoses shall be of a type approved for use with the equipment and fuel type;
 - Tanks not in use shall be turned off;
 - Extra fuel tanks shall not be stored in booths;
 - Unused fuel cylinders shall be stored in a secured position.



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Wood, Charcoal (Solid Fuels) Cooking

- Use only an electric starter or commercially sold lighter fluid.
- Charcoal cooking and storage of lighter fluid is prohibited inside booths.
- Charcoal cooking shall be located a minimum of ten **10'** away from booths and in areas away from public access.
- Charcoal cooking shall be located at least ten **10'** away from combustible structures and parked vehicles.
- Coals shall be disposed of in metal containers with lids approved by the Fire Marshal.

Deep Fat Frying, Flambé, and Wok

- Deep fat frying, flambé, and wok shall be located **no closer than 18"** from any combustible material.
- Cooking areas shall not be accessible to the public.
- Deep fat frying equipment shall be equipped with a temperature regulating device or other method of regulating temperatures approved by the Fire Marshal.
- Separation shall be maintained with a minimum of **3'** clearance between deep fat frying and flambé or open flame cooking.

Vendor Booth Construction and Location

- Each vendor booth shall have at least one exit-way, a minimum of **3'** wide by **6'8"** high. Booth frames shall not obstruct exit paths.
- Vendor booths shall have a minimum clearance of **20'** on at least one side, with clearance of at least **10'** from any cooking booth.

Electrical Power

- Generators shall be placed only in locations approved for festival use.
- Generators shall not be refueled during event hours. Extra fuel shall not be stored during event hours.
- Smoking and open flames shall be prohibited within **25'** of refueling operations.
- Extension cords shall be of a grounded type and approved for exterior use.

Fire Extinguishers

- Each cooking booth shall be equipped with a fire extinguisher with a minimum rating of **2A: 10BC**. Booths with deep fat frying or flambé cooking shall be equipped with an extinguisher rated for **class "K" fires**.
- Cooking booths shall be equipped with visible and accessible fire extinguishers mounted adjacent to the exit.
- For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of **2A: 10BC** shall not exceed **75'**.
- Each generator shall be provided with a fire extinguisher with a minimum **40BC** rating. The extinguisher shall be located near the generator and accessible at all times.
- All fire extinguishers shall be serviced and tagged annually by a State-licensed contractor.

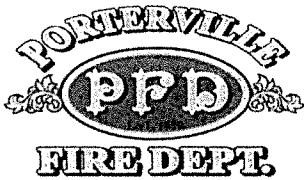
Miscellaneous

- The Porterville Fire Department shall be provided with a site plan showing emergency access.
- All booths are subject to inspection by the Fire Department and any discrepancies will require immediate action.
- All cooking areas shall be cleaned regularly to prevent the build-up of grease.
- There shall be a competent adult in cooking booths at all times to ensure safety.
- Seating shall be a minimum of **15'** from booths with open flame devices or cooking appliances.
- The Fire Department shall be provided with a telephone number of the responsible party to contact in case of emergency on a 24 hour basis.

Fire Safety Tips

- Know where fire extinguishers are and how to use them.
- Do not leave cooking unattended.
- Do not wear loose-fitting clothing while cooking.
- Remove trash accumulation regularly.
- Keep combustible materials away from heat sources.
- **In case of an emergency dial 9-1-1.**

The attached "Food Booth Vendor Agreement" must be on site at all times and presented upon request of any Porterville Fire Department Personnel.



Cooking Booth Vendor Agreement

Booth/Space # _____ Business Name _____
On Site Contact Name _____ Contact Phone # _____

Cooking Booth Construction and Location

1. Tents, canopies, and decorative material shall be inherently flame-resistive and proof of certification shall be on site at all times.
2. Cooking booth floors may be concrete, asphalt, or plywood over grass and dirt.
3. An emergency access of 36" shall be maintained between the back of each cooking booth and any fencing at all times. **NO EXCEPTIONS.**

Cooking Equipment

1. Cooking with charcoal, wood, or other solid fuel shall be located a **minimum of 10'** away from booths, canopies, combustible material or any public access.
2. Deep fat frying shall be located a **minimum of 3'** away from booths, canopies, open flame cooking, combustible material or any public access.
3. Any open flame cooking shall be located a **minimum of 18"** away from any vertical surface, combustible material or any public access.
4. Extra fuel tanks shall **NOT** be stored in booths or within 5' of cooking equipment.
5. All cooking, gas powered, or electrically energized equipment shall meet manufacturer specifications and shall be free of excess cooking oils or any other combustible materials.

Miscellaneous

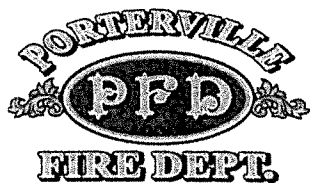
1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided in all cooking areas with deep fat frying.
3. All cooking areas shall be cleaned regularly to prevent build-up of combustible substances.
4. Extension cords shall be of a grounded type, approved for exterior use, and in good working order.
5. Smoking is not allowed at any time within food booths or within 25' of any fuel source.
6. Specialized cooking equipment is subject to approval by the Fire Marshal.

Additional Requirements:

The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any discrepancies to the above requirements or any conditions considered a threat to fire and life safety by the Fire Inspector may result in the immediate cessation of cooking.

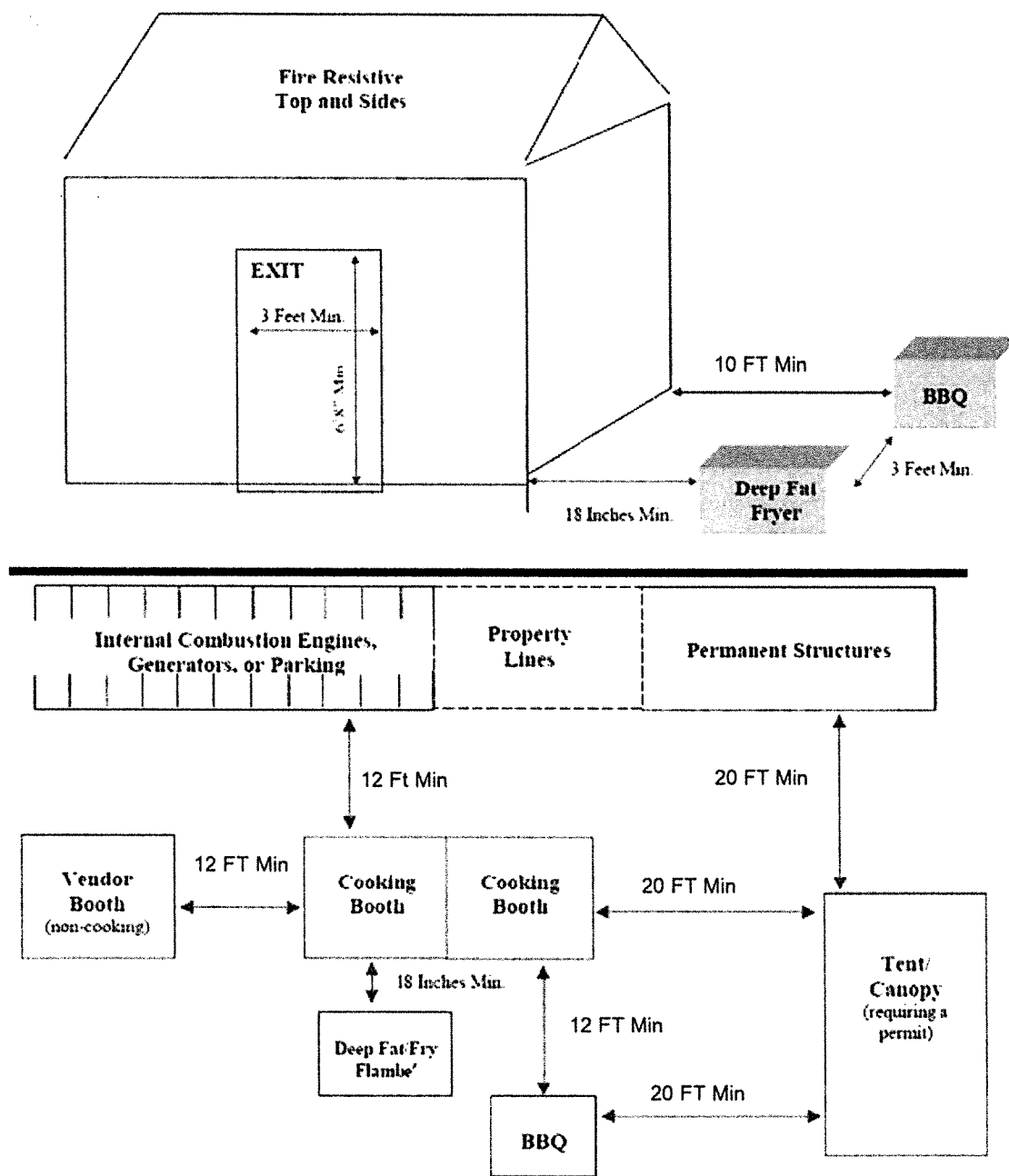
By signing below, I acknowledge that I have read and agree to comply with all requirements of this contract.

Signature _____ Date _____



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION



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: Laura Joven 1044 W. Murray Ave
Visalia, Ca 93291
- 2 Address where amplification equipment is to be used: 1501 W. Henderson Prille, CA 93297
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Ruben Ramirez 711 W. Henderson Ave Unit B
- 4 Type of event for which amplification equipment will be used: Community Easter Eggs
Hunt & basket drive
- 5 Dates and hours of operation of amplification equipment: 4-5-25 1pm-5pm
- 6 A general description of the sound amplifying equipment to be used: DJ system & speakers

Section 18-9

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

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

Section 18-14

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

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

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

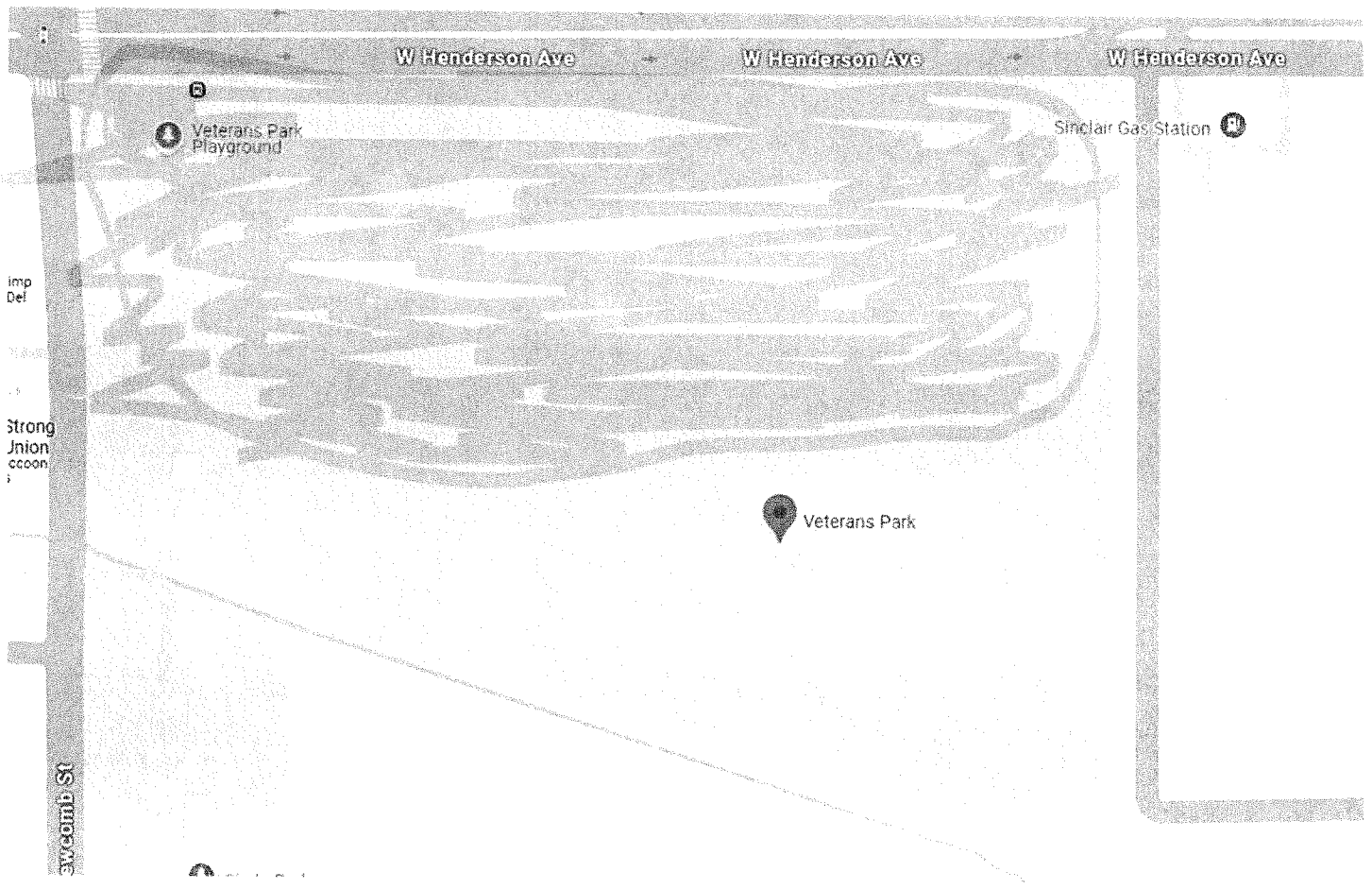
Signature of Applicant

4-5-25
Date

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

Mark Azevedo, Lieutenant
City of Porterville, Chief of Police/Designee

03/10/2025
Date





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2025

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 K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804		CONTACT NAME: Mass Merchandising	
		PHONE (A/C, No, Ext): 1-877-648-6404	FAX (A/C, No): 1-260-459-5502
		E-MAIL ADDRESS: info@eventinsurance-kk.com	
		PRODUCER CUSTOMER ID:	
		INSURER(S) AFFORDING COVERAGE	
INSURED: laura joven DBA: Ladies Of Sinister Nation 1044 w murray ave visalia, CA 93291 A Member of the Sports, Leisure & Entertainment RPG		INSURER A: Markel Insurance Company	NAIC # 38970
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 2000659541**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 ☐ PROJECT ☐ LOC OTHER:	X		M1RPG0000000499900	04/05/25 12:01AM	04/06/25 12:01 AM	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						EACH OCCURRENCE AGGREGATE
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	☐ 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					PRIMARY MEDICAL EXCESS MEDICAL
	☐ MEDICAL PAYMENTS FOR PARTICIPANTS						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Name: Ladies Of Sinister Nation 1st annual easter basket drive Event Date: 04/05/2025 # of attendees: 200

Event Location: 1501 W Henderson ave , porterville, California 93257

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

This certificate voids and replaces certificate # W02923731

CERTIFICATE HOLDER

The City Of Porterville and Successor Agency to the porterville Redevelopment Agency
291 N main st
Porterville, CA 93257
Owner/Manager/Lessor of Premises

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Coverage is only extended to U.S. events and activities.

**** NOTICE TO TEXAS INSUREDS:** The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
The City Of Porterville and Successor Agency to the porterville Redevelopment Agency 291 N main st Porterville, CA 93257 Named Insured: laura joven DBA: Ladies Of Sinister Nation CP# 1847
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will

not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



City of Porterville Parks & Leisure Services

15 E Thurman Suite A
291 North Main Street
Porterville, CA 93257

559-791-7695
parks_leisure@ci.porterville.ca.us
<http://www.ci.porterville.ca.us/>

Registration/Payment Receipt 82978890

02/19/2025 04:51 PM

Account Information

Laura Joven
1044 West Murray Ave.
Visalia, CA 93291
559-756-4336

Payment

Credit/Debit
Ending in 6413
Merchant Code
9cb7bc13-ae0a-43cb-99ab-
6c70a581bd9d

\$150.00

Received By

Linton Pagalan at Centennial Plaza

Item	Amount Paid
Veterans Park Pavilion 1 Apr 5, 2025 10:00 AM-10:00 PM - Non Resident Rental Fee: \$75/Block	\$75.00
Veterans Park Pavilion 2 Apr 5, 2025 10:00 AM-10:00 PM - Non Resident Rental Fee: \$75/Block	\$75.00
Subtotal	\$150.00
Total Payment	\$150.00

Prompt(s)

Are you having a bounce house at your party? If so, a bounce house permit must be purchased. By checking this box the permit fee will automatically be added to your cart. Outlets may NOT be used for bounce houses.. A list of authorized bounce house companies is available for you to print or you may pick up a list at the Parks & Leisure Office during normal business hours. No

Please indicate an estimated number of people you are expecting to attend this function.
200

Select type of event Other

Facility Notes

Veterans Park Pavilion 1

Parks, Pavilions

No alcoholic beverages are allowed in the parks without a permit issued by Parks and Leisure Services and the Police Department. **Those who want alcohol must apply at least seven (7) days prior to the event at the Parks & Leisure Services Offices (15 E Thurman Ave. Ste A). No Exceptions.** Alcohol beverage permit - \$2.00 per person. Permits only issued to those who rent pavilions or special areas. Alcohol tags are to be picked up at the Parks & Leisure office the Friday before your party.

Rental time includes set-up, take-down and clean-up. **Park hours:** 10:00 a.m. - 10:00 p.m.

Restroom hours: November - February 10:00 a.m. - 4:00 p.m.; March - October 10:00 a.m. - 8:00 p.m.

If you choose to add a bounce house to your reservation, there is an additional \$27 permit fee.

Bounce house companies must have an insurance policy naming the City as additional insured for at least One Million Dollars (\$1,000,000) on file. Outlets may not be used for bounce houses. Please see the attached form for a authorized list of companies.

Amplified equipment must receive approval from the Police Department; **The application must be submitted in person seven (7) days prior to the event. No exceptions.** In the event you are in the park using amplified equipment without a permit, you may be charged a penalty.

Flammable decorations including scenery shall be fire resistant or flame proofed in accordance with the requirements of the City Fire Department. No device which produces flames, sparks, smoke or explosions shall be used in any facility without the approval of the Fire Department.

Vehicles are to be parked in designated parking areas only. Vehicles must remain off the grass at all times. Vehicles parking outside of the designated parking areas may be cited. No person shall operate a motor vehicle in a city park without a permit per Municipal Code 17-10.13. A permit may be requested as stated in the code 5 days in advance for loading/unloading purposes only.

Three dollar (\$3) administrative fee per transaction for any change. All changes must be made seven (7) business days in advance.

Electrical outlets at facilities are subject to service interruptions and are not guaranteed. Many outlets have a GFI or reset button. Outlets may not be used for bounce houses.

*Thank you for submitting a facility request. Every effort will be made to reserve the desired facility on the date requested. Fees paid preempt the ability of other members of the public from utilizing that facility on the date requested.

Unfortunately, vandalism occurs or other unforeseen difficulties arise, and most facility uses occur after normal maintenance crew and office hours. When there is an after-hour problem, call **782-7400** so that proper personnel can be dispatched as needed.

Police Department Approval: _____

Leisure Services Staff: _____

Veterans Park Pavilion 2

Parks, Pavilions

No alcoholic beverages are allowed in the parks without a permit issued by Parks and Leisure Services and the Police Department. **Those who want alcohol must apply at least seven (7) days prior to the event at the Parks & Leisure Services Offices (15 E Thurman Ave. Ste A). No Exceptions.** Alcohol beverage permit - \$2.00 per person. Permits only issued to those who rent pavilions or special areas. Alcohol tags are to be picked up at the Parks & Leisure office the Friday before your party.

Rental time includes set-up, take-down and clean-up. **Park hours:** 10:00 a.m. – 10:00 p.m.

Restroom hours: November – February 10:00 a.m. – 4:00 p.m.; March – October 10:00 a.m. – 8:00 p.m.

If you choose to add a bounce house to your reservation, there is an additional \$27 permit fee. Bounce house companies must have an insurance policy naming the City as additional insured for at least One Million Dollars (\$1,000,000) on file. Outlets may not be used for bounce houses. Please see the attached form for a authorized list of companies.

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as stated in the code 5 days in advance for loading/unloading purposes only.

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Police Department Approval: _____

Leisure Services Staff: _____

Waiver(s)

Parks Waiver

Applicant hereby agrees to hold the City of Porterville, their employees, agents and officers free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of said facilities. Applicant agrees to leave the facility in the same condition as found before use. Applicant assumes all risk for any injuries, including the risk of exposure to communicable diseases as a result of participation or use of facilities. Any damages, misuse or destruction of City property or equipment is the responsibility of the applicant. Applicant agrees to reimburse the City of Porterville for all charges. The City of Porterville does not provide accident, medical, liability or any other insurance for facility users. In the event staff is taking photos of the park and/or the recreational activities it affords on the day of my event, I give my permission for the City to use said photos in promotional materials. I have read, understand and agree to the rules and regulations that are listed on this form. The City of Porterville will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its facilities, programs, services and activities. Anyone requiring special assistance please call 791-7695.

Important Information for Credit Card Users

I, the applicant, hereby understands and agree a service (convenience) fee will be applied to all credit credit card transactions. This fee will be 2.50% of the payment amount with a minimum fee of \$1.95.

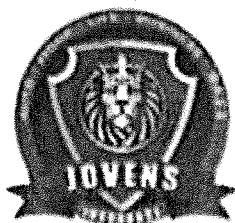
***This fee is collected by a 3rd party and will not be shown on your City of Porterville Parks & Leisure receipt.**



Ladies of Sinister Nation 1st
Annual Easter Basket Drive
Saturday April 5th 1-5pm
Veterans Park 1501 w Henderson,
Porterville, CA
Also a Easter Egg Hunt



For questions or Vendor info please call
Pres. Laura #559-946-2399





CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Approval of Community Civic Event - Boys and Girls Club of the Sequoias - 2025 Love Our Kids 5K Fun Run & Walk - April 5, 2025

SOURCE: Finance

COMMENT: The Boys and Girls Club of the Sequoias is requesting approval to hold the "2025 Love Our Kids 5K Fun Run & Walk" event on Saturday, April 5, 2025, at the Sports Complex, from 9:00 AM to 11:30 AM. The Club is requesting the use of the perimeter around the Porterville Sports Complex, beginning and ending South of the concession stand and closure of the West end of the North parking lot. This event will benefit the Strathmore Boys and Girls Club. The sponsor is requesting the use of the Sports Complex from 7:30 AM to 12:30 PM, for set-up before and cleanup after the event. An outside amplifier permit has been approved from 9:00 AM to 11:30 AM.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the Ordinance regulations and reviewed by all City Departments involved. All requirements and restrictions are listed on the attached copy of the Application and Agreement, Exhibit A, Exhibit B and Outside Amplifier Permit.

RECOMMENDATION: That the Council approve the Community Civic Event Application submitted by the Boys and Girls Club of the Sequoias to hold the "2025 Love Our Kids 5K Fun Run & Walk" event on Saturday, April 5, 2025, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B and Outside Amplifier Permit.

ATTACHMENTS:

1. CCE Application and Agreement, Map, Exhibit A, Exhibit B, Outside Amplifier Permit, Certificate of Liability Insurance, and Flyer.

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Jason Ridenour, Interim City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 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: 03/03/2025 Event date: 04/05/2025
Event time: 9:00am
Name of Event: (Boys & Girls Club) Love Our Kids 5K Fun Run & Walk

Sponsoring organization: Boys & Girls Club of the Sequoias Phone # 559-592-4074
Address: 215 W. Tulare Ave Visalia, Ca. 93277
Authorized representative: Adele Sanchez Phone # 559-306-7661
Address: PO Box 610 Stathmore Ca. 93267
Event chairperson: Taylor Allred Phone # 559-592-4074
215 W. Tulare Ave, Visalia Ca. 93277
Location of event Porterville Sports Complex Field 1
(Location map must be attached)
Type of event: 5K Fun Run Walk

Non-profit organization status: (501C) BL#004524
(IRS Determination)

City services requested (fees associated with these services will be billed separately):
Barricades (quantity): NA Street sweeping Yes No X
Police protection Yes No X Refuse pickup Yes No X
Other:

Parks facility application required: Yes X No Attached X
Assembly permit required: Yes No Attached

STAFF COMMENTS (list special requirements or conditions for event):

<u>Appr.</u>	<u>Deny</u>		
<u> </u>	<u> </u>	Bus. Lic. Spvr.	<u>NA</u>
<u> </u>	<u> </u>	Pub. Works Dir	<u>NA</u>
<u> </u>	<u> </u>	Comm. Dev. Dir.	<u>NA</u>
<u> </u>	<u> </u>	Field Svcs. Mgr.	<u>NA</u>
<u> </u>	<u> </u>	Fire Chief	<u>NA</u>
<u> </u>	<u> </u>	Parks Dir.	<u>NA</u>
<u> </u>	<u> </u>	Police Chief	<u>NA</u>
<u> </u>	<u> </u>	Admin. Svcs. Dir.	<u>NA</u>

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted NO LESS THAN 30 DAYS PRIOR to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. **The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured.** A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. **This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval.** *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

 **Authorized Representative Initials**

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. **Claims-made policies are not acceptable.**

NA **Authorized Representative Initials**

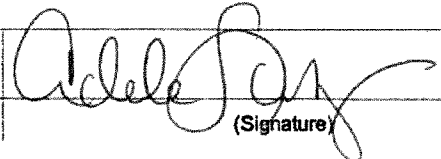
Health permit: Organization/Applicant will **obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health 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.tularehhsa.org.

 **Authorized Representative Initials**

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

 **Authorized Representative Initials**

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

Boys and Girls Club of the Sequoias (Name of Organization)	 (Signature)	3/3/2025 (Date)
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CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND
AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

Name of event: 2025 Love Our Kids Fun Run Walk

Sponsoring organization: Boys & Girls Club of the Sequoias

Location: Porterville Sports Complex Field 1 Event date: 04/5/2025 Event time: 7:30am setup
12:30 Clean up

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN ONE WEEK PRIOR TO THE EVENT.**

[illegible]

***Municipal Code 15-20(E) Community Civic Events (16):** Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16.

The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: 2025 Love Our Kids Fun Run Walk

Sponsoring organization: Boys and Girls Club of the Sequoias (Strathmore)

Event date: April 05, 2025 Hours: 7:30am setup 12:30 Clean up

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>	
North Parking lot	Along the South Side of the North parking lot	5K Fun Run	
	South at the end of ball fields, (unpaved parking area)	5K Fun Run	
	Follow along the end of play fields to the fence then		
	Then right follow fence to dog park, then right along edge of field back to paved parking area, run same route twice. (see attached route map.)		

Requirements for Community Civic Event
Boys and Girls Club of the Sequoias.
Boys and Girls Club of Strathmore
Love Our Kids 5K Fun Run
April 05, 2025

City Engineer:

D. Cervantez

Community Development Manager:

C. Calderon

Public Works Director

M. Knight

Fire Marshal:

C. Dignam

No comments.

Parks and Leisure Services Director:

D. Moore

Vehicles not permitted on the grass.

Police Lieutenant:

M. Azevedo

See Exhibit B

Administrative Services Director:

Y. Andrade

The certificate of liability and endorsement is are sufficient for the proposed event. All participants must sign waiver and agreement.

Field Services Superintendent-Refuse:

B. Spry

No comments.

Field Services Superintendent–Streets:

J. Baeza

No comments.

Requirements for Community Civic Event

Sponsor: Boys and Girls Club of the Sequoias
Event: Love our Kids 5K Fun Run
Event Chairman: Taylor Allred
Location: Porterville Sports Complex, Field 1
Date of Event: April 05, 2025
Time of Event: 9:00 AM – 11:30 AM

RISK MANAGEMENT: Conditions of Approval

That Boys and Girls Club of the Sequoias provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

- A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Love Our Kids 5K Fun Run
Sports Complex, Porterville
April 5, 2025 / 7:30AM – 12:30PM

Proposed Conditions/Requirements:

- An Outside Amplifier Permit has been approved; however, event organizers shall not allow sound amplification 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 and pavilions are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians in the area.

Mark Azevedo, Lieutenant
Porterville Police Department

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: Boys & Girls Club of the Sequoia's (Strathmore Club)
- 2 Address where amplification equipment is to be used: Sports Complex Field 1
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Jonathan Ertl, 19701 Road 222, Strathmore Ca. 93267
- 4 Type of event for which amplification equipment will be used: 5k Fun Run Walk
- 5 Dates and hours of operation of amplification equipment: 04/05/2025 09:00 am - 11:30am
- 6 A general description of the sound amplifying equipment to be used: PA system to thank sponsors and announce winners

Section 18-9

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

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

Section 18-14

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

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

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

Adelle Jones
Signature of Applicant

03/03/2025
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 Azevedo, Lieutenant
City of Porterville, Chief of Police/Designee

03/10/2025
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2025

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 Arthur J. Gallagher Risk Management Services LLC 501 W Main Street Visalia CA 93291		CONTACT NAME: Rebekah Holguin PHONE (A/C, No, Ext): 559-635-3582 FAX (A/C, No): E-MAIL ADDRESS: Rebekah_Holguin@ajg.com	
License#: 0D69293		INSURER(S) AFFORDING COVERAGE	
INSURED Boys & Girls Clubs of Tulare County, Inc. 215 W. Tulare Ave. Visalia CA 93277		INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES**CERTIFICATE NUMBER:** 1249340871**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:	Y	PHPK2678626	3/1/2025	3/1/2026	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		PHPK2678626	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A ¹	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		PHUB908717	3/1/2025	3/1/2026	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	☒ D&O, EPL, FIDUCIARY ☒ SEXUAL MISCONDUCT LIAB ☒ PROFESSIONAL LIABILITY		PHSD1870014 PHPK2678626	3/1/2025 3/1/2025	3/1/2026 3/1/2026	\$1M EACH POL PERIOD \$1M OCCURRENCE \$1M OCCURRENCE	\$3M EACH POL PER \$3M AGGREGATE \$3M AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sexual Misconduct Liability: Sexual/Physical Abuse Molestation limit of liability is \$1,000,000 per occurrence and \$3,000,000 aggregate; the carrier is Philadelphia Indemnity Insurance Company and the policy number is PHPK2678626.
Professional Liability limit of insurance is \$1,000,000 per occurrence and \$3,000,000 aggregate; the carrier is Philadelphia Indemnity Insurance Company and the policy number is PHPK2678626.
RE: Porterville 5K Run
City of Porterville is named Additional Insured as respects General Liability per attached form CG 8970, subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Porterville Successor Agency to the Porterville Redevelopment Agency 291 North Main Street Porterville CA 93257 USA	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>Kelli Marks</i>

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- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**EQUIPMENT BREAKDOWN PROTECTION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

- Property Coverage Form
- Causes of Loss Form
- Business Income and Extra Expense Coverage Form
- Business Income Coverage Form
- Extra Expense Coverage Form

EQUIPMENT BREAKDOWN PROTECTION SCHEDULE

Premises: This endorsement applies to all Covered Premises specified elsewhere in this Policy.

Coverages, Limits of Insurance and Options: Insurance under this Endorsement applies only to coverages as set forth below.

COVERAGE	LIMIT OF INSURANCE
Limit per One Breakdown	\$ 12,178,245
Property Damage	Included with total Limit per One Breakdown
Business Income	Included with total Limit per One Breakdown
Business Income "Period of Restoration"	Follows Property Coverage part
Extra Expense	Included with Business Income limit
Spoilage Damage (including Utility Interruption-Spoilage Damage)	\$ 100,000
• Coverage for Utility Interruption-Spoilage Damage applies only if interruption lasts at least:	24 hours
Utility Services – Time Element	Included with Business Income limit
• Coverage applies only if interruption lasts at least:	24 hours
Accounts Receivable	Follows Property Coverage part
Business Personal Property at Locations Not Specifically Identified	Follows Property Coverage part
Civil Authority	Follows Property Coverage part
"Diagnostic Equipment"	
Expediting Expense	\$ 250,000
Extended "Period of Restoration"	0 Days
Fungus, Wet Rot, Dry Rot and Bacteria	\$ 25,000
• Property Damage	30 Days
• Business Income and Extra Expense	
Newly Acquired Property	Follows Property Coverage part
New Construction	Follows Property Coverage part
Pollutant Clean Up and Removal	\$ 100,000
Refrigerant Contamination	\$ 100,000
Ordinance or Law	
• Undamaged Portion of Building	Follows Property Coverage part
• Demolition	
Increased Cost of Construction	
Time Element from Dependent Properties	\$ 250,000
Valuable Papers and Records – Cost of Research	\$ 100,000
Water Damage	\$ 100,000



City of Porterville Parks & Leisure Services

15 E Thurman Suite A
291 North Main Street
Porterville, CA 93257

559-791-7695
parks_leisure@ci.porterville.ca.us
<http://www.ci.porterville.ca.us/>

Registration/Payment Receipt 82396416

02/04/2025 08:33 AM

Account Information

Adele Sanchez
P.O Box 425
Porterville, CA 93257
559-306-7661

Payment

Credit/Debit
Ending in: 7155
Merchant Code
07326383 b1v2 40ac 81db
alted0b8222e

\$60.00

Received By

Tonya Childree at Centennial
Plaza

Item	Amount Paid
Sports Complex Field 1 Apr 5, 2025 7:00 AM-8:00 PM - Race/Run Event Fee-Requires Council Approval: \$60/Block	\$60.00
Subtotal	\$60.00
Total Payment	\$60.00

Prompt(s)

Please indicate an estimated number of people you are expecting to attend this function.
200 / Love Our Kids Fun Run / B&G Club

Select type of event Sports Use

Facility Notes

Sports Complex Field 1

FIELDS, BALL DIAMONDS, AND COURTS

Rental time includes set-up, take-down and clean-up.

Flammable decorations including scenery shall be fire resistant or flame proofed in accordance with the requirements of the City Fire Department.

No device which produces flames, sparks, smoke or explosions shall be used in any facility without the approval of the City Fire Department.

Vehicles are to be parked in designated parking areas only. Vehicles must remain off the grass at all times. Vehicles parking outside of the designated parking areas may be cited. No person shall operate a motor vehicle in a city park without a permit per Municipal Code 17-10.13. A permit may be requested as stated in the code 5 days in advance for loading/unloading purposes only.

*Thank you for submitting a facility request. Every effort will be made to reserve the desired facility on the date requested. Fees paid preempt the ability of other members of the public from utilizing that facility.

Electrical outlets at facilities are subject to service interruptions and are not guaranteed.

Outlets may not be used for bounce houses.

Unfortunately, vandalism occurs or other unforeseen difficulties arise, and most facility uses occur after normal maintenance crew and office hours. When there is an after-hour problem, call **782-7400** so that proper personnel can be dispatched as needed.

Waiver(s)

Important Information for Credit Card Users

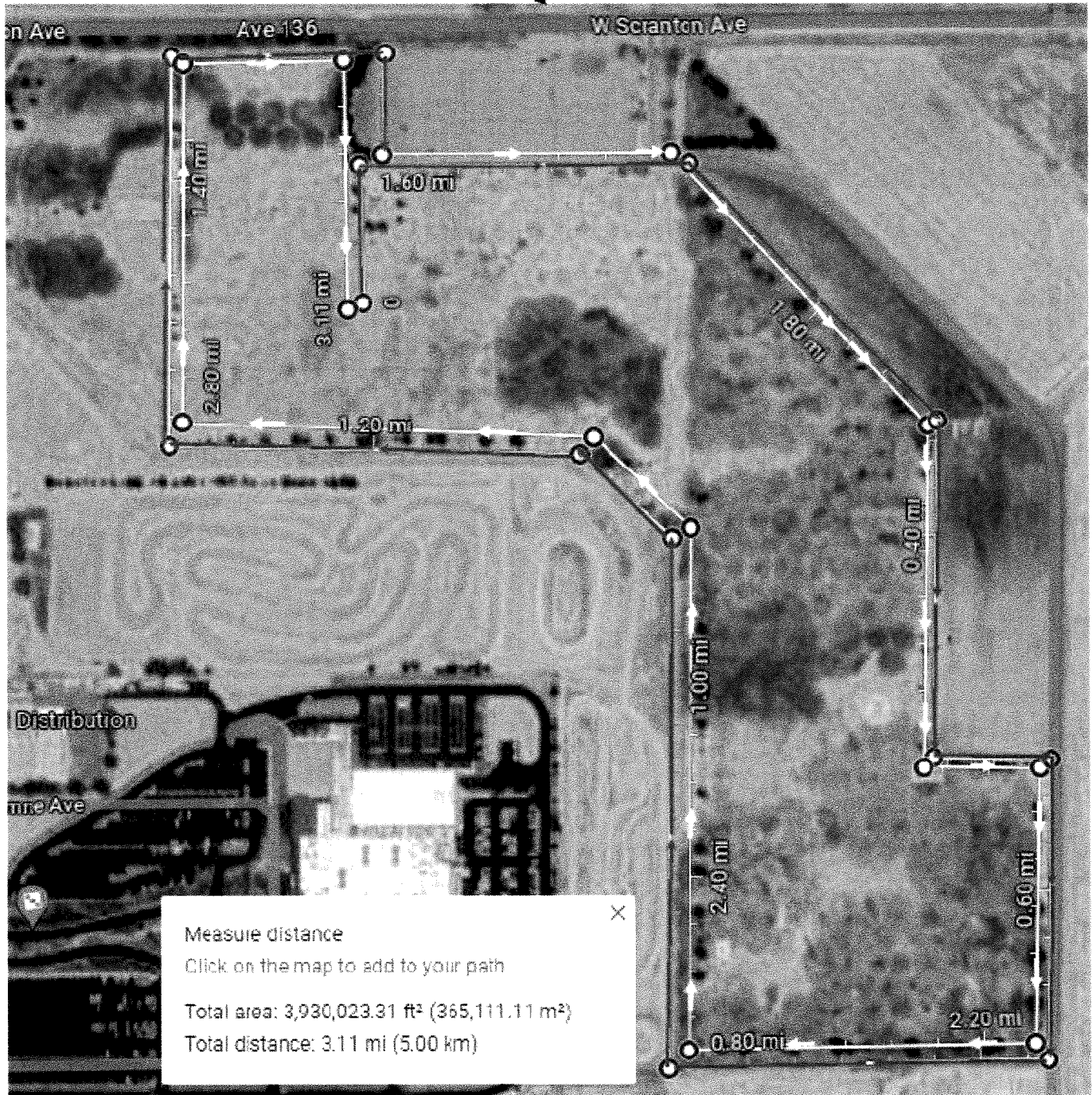
I, the applicant, hereby understands and agree a service (convenience) fee will be applied to all credit card transactions. This fee will be 2.50% of the payment amount with a minimum fee of \$1.95.

***This fee is collected by a 3rd party and will not be shown on your City of Porterville Parks & Leisure receipt.**

Boys & Girls Club Love Our Kids 5K Fun Run & Walk

Date: Saturday April 5th, 2025

Location: 2701 W. Scranton, Porterville Ca. 93257



Route: Twice around the Sports Complex sports fields
Begin South of concession stand



BOYS & GIRLS CLUBS
OF THE SEQUOIAS

215 W. Tulare Ave.
Visalia, CA 93277
P: 559.592.4074
bgcsequoias.org

BOARD OF DIRECTORS

Paula Black *President*
William Hoover *Vice-President*
Santiago Martin Jr. *Vice-President*
Gary Herbst *Treasurer*
Jeff Beck *Secretary*

Bill Adams
Tamara Bishop-Mitchell
Angela Blaylock
Ian Duncan, MD
Casie Ennis
Sid Frank, MD
Paul Geiger
Oriana Groppetti
Ken Hernandez
Rosie Hernandez EdD
Tom Johnson
Maureen Loeffler
Kristie Martin
Scott Pratt
Ray Ramirez
Dustin Stewart

FUN RUN COMMITTEE

Taylor Allred
Summer Cordova
Carie Ertl
Maureen Loeffler
Leonarda Navarro
Adele Sanchez

February 11, 2025

DEAR FRIENDS OF THE CLUB,

We are thrilled to announce that the Strathmore Community Action Team will hold its eleventh annual "Love Our Kids" 5K Fun Run and Walk on Saturday, April 5, 2025, to benefit the Strathmore Boys & Girls Club. This cherished event serves as the Club's primary fundraiser, ensuring we can continue providing life-changing programs and opportunities for the youth in our community.

As a nonprofit organization, Boys & Girls Clubs of the Sequoias relies on the generosity of individuals, businesses, and corporations to sustain and expand our impact. This year, we invite you to join us in supporting this vital cause. There are several ways to contribute:

- **Sponsorship Opportunities:** Showcase your support and commitment to the youth of Strathmore by becoming an event sponsor. For details on sponsorship levels and benefits, please visit our website: bgcsequoias.org/strathmorefunrun
- **Donations:** If sponsorship is not an option, you can still make a difference by donating at any level. All contributions, big or small, directly support the Strathmore Boys & Girls Club.
- **In-Kind Donations:** Help meet the needs of our event by donating items such as water bottles, granola bars, or fruit for our participants.

Every dollar raised through the "Love Our Kids" 5K Fun Run and Walk stays in Strathmore, directly benefiting the children and teens we serve. Together, we can help maintain a safe, enriching, and inspiring space for our community's youth.

If you have any questions or would like further information about how you can support the event, please contact Taylor Allred at (559) 556-0653 or by email: taylor.allred@bgcsequoias.org or Adele Sanchez at (559) 306-7661. Your consideration and generosity mean the world to us and to the children whose lives you'll impact.

Thank you for supporting the Strathmore Boys & Girls Club and investing in the future of our members. We hope to see you at the event on April 5th!

With sincere gratitude,

TAYLOR ALLRED
DEVELOPMENT & MARKETING ASSOCIATE

Boys & Girls of the Sequoias is a 501(c)3 nonprofit organization.
No goods or services were given in exchange for this donation. All or part of your gift may be tax deductible. Please consult your attorney or tax advisor.
IRS tax ID # 77-0469369.



BOYS & GIRLS CLUBS OF THE SEQUOIAS INVITES YOU TO OUR ANNUAL

5K FUN RUN & WALK



IN LOVING MEMORY OF GAIL GRASMICK



**SATURDAY,
APRIL 5TH**

**REGISTRATION
8.30 AM**

**RACE START
9.00 AM**

**PORTERVILLE SPORTS
COMPLEX**

**2701 W. SCRANTON AVE.
PORTERVILLE, CA**

**AGES 18 + : \$30 | UNDER 18 : FREE
INCLUDES T-SHIRT + GREAT PRIZES**

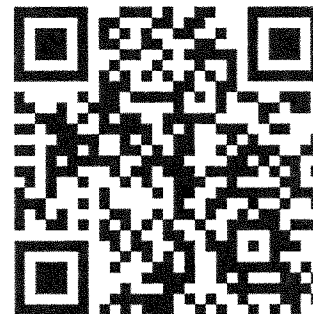
**PROCEEDS BENEFITTING
STRATHMORE BOYS &
GIRLS CLUB**

FURTHER INFORMATION CAN BE FOUND AT:



WWW.BGCSEQUOIAS.ORG/STRATHMOREFUNRUN

**OR CONTACT: TAYLOR - 559.556.0653
TAYLOR.ALLRED@BGCSEQUOIAS.ORG
ADELE - 559.306.7661**



**SCAN FOR ONLINE
REGISTRATION**



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Approval of Community Civic Event - Experimental Aircraft Association - Porterville Military Academy 5K/10K Trail Run - April 12, 2025

SOURCE: Finance

COMMENT: The Experimental Aircraft Association (EAA) is requesting approval to hold the Porterville 5K/10K Trail Run event on Saturday, April 12, 2025, from 8:00 AM to 12:00 PM, starting and finishing at the Porterville Military Academy (PMA). This is a fundraising event for the EAA and the PMA Athletic Department. The sponsor is requesting for West Pioneer, between North Ohio Street to North Cottage Place, North Villa Street at West La Vida Ave, West Westfield Ave between North Howland Street and North Main Street, and West Reid Ave at North Scenic Drive, be closed only when runners are crossing. The direction of the course is indicated on the attached map. An outside amplifier has been approved from 7:30 AM to 12:00 PM.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the Ordinance regulations and reviewed by all City Departments involved. All requirements and restrictions are listed on the attached Application and Agreement, Exhibit A, Exhibit B and Outside Amplifier Permit.

RECOMMENDATION: That the Council approve the Community Civic Event Application and Agreement submitted by the Experimental Aircraft Association to hold the PMA 5K/10K Trail Run event on Saturday, April 12, 2025, subject to the Restrictions and Requirements contained in the Application and Agreement, Exhibit A, Exhibit B and Outside Amplifier Permit.

ATTACHMENTS:

1. CCE Application and Agreement, Map, Exhibit A, Exhibit B, Outside Amplifier Permit, and Certificate of Liability Insurance.

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Jason Ridenour, Interim City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 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? NO E-mail address? YES ciieg55@portervilleschools.org Website? www.runsignup.com/Porterville5K10K
Application date: 8/13/2024 Event date: 3/8/2025 4-12-25
Event time: 8:00 AM - 12:00 PM

Name of Event: PORTERVILLE 5K/10K TRAIL RUN

Sponsoring organization: EXPERIMENTAL AIRCRAFT ASSOCIATION (EAA) Phone # 559-359-4713

Address: 1893 S NEWCOMB ST. PORTERVILLE, CA 93257

Authorized representative: FRED DOHNKE Phone # 916-201-0209

Address: 1893 S. NEWCOMB ST. PORTERVILLE, CA 93257

Event chairperson: CASEY ZIEG Phone # 559-786-3723

28966 ROAD 208 EXETER, CA 93221

Location of event: PORTERVILLE MILITARY ACADEMY (START - FINISH)

(Location map must be attached)

Description of event: 5K TRAIL RUN, 10K TRAIL RUN, KIDS 1/4 MILE. OUT + BACK COURSE

Purpose of event: FUNDRAISER FOR EAA + PORTERVILLE MILITARY ACADEMY SPORTS

Non-profit organization status: 503C3

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): 0 Street sweeping Yes No X

Police protection Yes No X Refuse pickup Yes No X

Other:

Parks facility application required: Yes No X Attached

Assembly permit required: Yes No X Attached

STAFF COMMENTS (list special requirements or conditions for event):

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	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)*

CF 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.

CF Authorized Representative Initials

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

CF 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/heat packs, bandages, and compresses.

CF 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.

CF 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.

PORTERVILLE MILITARY ACADEMY

(Name of Organization)

CF

(Signature)

8/13/2024

(Date)

CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND
AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

Name of event: PORTERVILLE 5K/10K TRAIL RUN

Sponsoring organization: EXPERIMENTAL AIRCRAFT ASSOCIATION

Location: PORTERVILLE MILITARY ACADEMY Event date: 4/12/2025 Event time: 8:00 AM

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application but must be submitted **NO LESS THAN TWO WEEKS PRIOR TO THE EVENT.**

[illegible]

***Municipal Code 15-20(E) Community Civic Events (16): Business License Fees:** Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm, concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: PORTERVILLE 5K/10K TRAIL RUN

Sponsoring organization: EXPERIMENTAL AIRCRAFT ASSOCIATION (EAA)

Event date: 4/12/2025 Hours: 4, 8:00AM-12:00 PM

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Street Name	Closed		Activity
	From which Street	To which Street	
#1 N. OHIO ST.	W. PIONEER AVE		CLOSED ONLY WHEN RUNNERS ARE CROSSING
#2 N. COTTAGE PL	W. PIONEER AVE		"
#3 W. LA VIDA AVE	N. VILLA ST		"
#4 N. HOWLAND ST	W. WESTFIELD AVE		"
#5 N. MAIN ST	W. WESTFIELD AVE		"
#6 N. SCENIC DR.	W. REID AVE		"

Sidewalks	From which sidewalk	To which sidewalk	Activity
N/A			

Parking lots and spaces	Location	Activity
N/A		

Requirements for Community Civic Event
Experimental Aircraft Association
Porterville 5K/10K Trial Run
April 12, 2025

City Engineer:

D. Cervantez

Community Development Director:

C. Calderon

Public Works Director:

M. Knight

Fire Marshal:

C. Dignam

No comments.

Parks and Leisure Services Director:

D. Moore

No comments.

Police Lieutenant:

M. Azevedo

Please see Exhibit B.

Administrative Service Director:

Y. Andrade

Risk Management requires \$2M in commercial general liability coverage, with the City of Porterville named as an additional insured. Proof of this coverage is required by way of a Certificate of Insurance with the attached Endorsement page. Also, all participants or legal guardians if applicable must sign a waiver of liability releasing the City of Porterville and its officers, officials, employees, and volunteers.

Field Services Superintendent:

B. Spry

No comments.

Field Services Superintendent – Streets:

J. Baeza

No comments.

Requirements for Community Civic Event

Sponsor: Experimental Aircraft Association
Event: Porterville 5K/10K Trial Run
Event Chairman: Casey Zieg
Location: Porterville Military Academy, Porterville CA
Date of Event: April 12, 2025 (8:00 a.m.-12:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

That Experimental Aircraft Association provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

- A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

PORTERVILLE POLICE DEPARTMENT
Conditions/Requirements for Special Event

Experimental Aircraft Association 5K / 10K Trail Run
Porterville Military Academy
April 12, 2025 from 8:00am-12:00pm

- ▶ City Council approval is required for all street closures.
- ▶ Any aid stations and check points must be out of the roadway and not in a position to interfere with traffic.
- ▶ Staff at aid stations and check points should have a means of communication by which they may summon assistance in the event of an emergency.
- ▶ Event staff on the race route should wear highly visible attire.
- ▶ For everyone's safety, all participants should be directed to stay away from the side of the roadways and not disrupt the normal flow of traffic.
- ▶ An Outside Amplifier Permit has been requested and granted. Event organizers shall not allow music or other amplifications to be played so loud as to unreasonably disturb the peace and good order of the business establishments or neighborhoods in the area.
- ▶ Event organizers shall contact Traffic Sergeant Maria Aguillon well in advance of the event to address any policing needs. She can be reached at (559)782-7400.

Mark Azevedo, Lieutenant
Porterville Police Department

Exhibit B

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

1 Name and home address of the applicant:

CASEY ZIEGLER
28966 ROAD 208 EXETER, CA 93221

2 Address where amplification equipment is to be used:

900 W. PIONEER AVE (PORTERVILLE MILITARY ACADEMY CAMPUSES)

3 Names and addresses of all persons who will use or operate the amplification equipment:

CASEY ZIEGLER
28966 ROAD 208 EXETER, CA 93221

4 Type of event for which amplification equipment will be used:

5K / 10K RUN FINISH LINE
MOTIVATIONAL MUSIC

5 Dates and hours of operation of amplification equipment:

7:30 AM - 12:00 PM 04/12/25

6 A general description of the sound amplifying equipment to be used:

STAND-UP SPEAKERS

Section 18-9

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

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

(Ord. Code § 6311)

Section 18-14

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

Penal Code Section 415 (2)

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

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

[Signature]
Signature of Applicant

8/9/2024
Date

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

Mark Azevedo, Lieutenant
City of Porterville, Chief of Police/Designee

03/05/25
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/21/2025

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 JAMES D. MILLER JR INSURANCE AGENCY James Miller 1527 19 STREET, SUITE 400 BAKERSFIELD CA 93301		CONTACT NAME: James Miller PHONE (A/C, No, Ext): (661) 871-9500 E-MAIL: info@jseinsurance.com ADDRESS: info@jseinsurance.com		FAX (A/C, No):
INSURED SGT Casey Zieg 900 Pioneer Ave Porterville CA 93257		INSURER(S) AFFORDING COVERAGE INSURER A : Lloyds Syndicate 2623 INSURER B : Lloyds Syndicate 623 INSURER C : INSURER D : INSURER E : INSURER F :		NAIC # AA-1128623 AA-1126623

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR ☒ Host Liquor Liability ☐ Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	EH-771325-L3605680	04/12/2025 12:01 AM	04/13/2025 12:01 AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	\$ 2,000,000 \$ 100,000 \$ 5,000 \$ 2,000,000 \$ 2,000,000 \$ 2,000,000 \$ 1,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE AGGREGATE	\$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached CG 20 26 04 13. Attendance: 400, Event Type: 10 K Run. Policy includes a 36 month Extended Reporting Period. Damage to Premises Rented (Other than Fire) included in the Each Occurrence Limit shown above.

CERTIFICATE HOLDER**CANCELLATION**

City Of Porterville 291 N Main St Porterville CA 93257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Miller
--	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

City Of Porterville
291 N Main St
Porterville, CA 93257

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

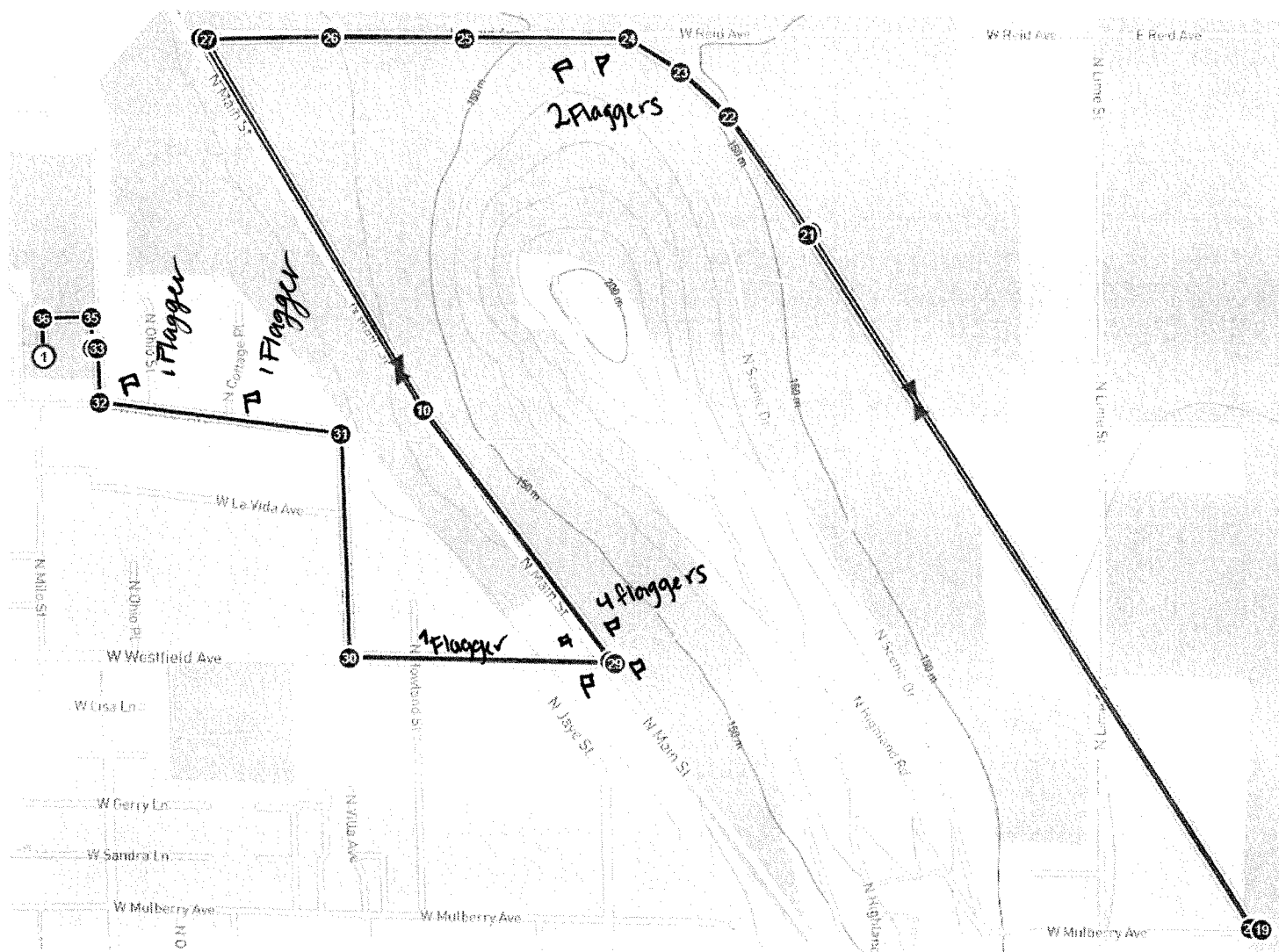
1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.







CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Authorization for Out-of-State Travel

SOURCE: Police

COMMENT: On May 7, 2024, the City Council approved the Police Department to purchase new firearms to transition from the Glock 22/23 .40cal to the Glock model 45 in 9mm caliber with the Steiner MPS Red Dot Sight Optic from PROFORCE. This transition also accompanied the trade-in of our current Glock.

PROFORCE is our current vendor for firearms for the City of Porterville and, as previously mentioned, agreed to allow for the trade-in of our handguns, all of which were purchased from PROFORCE in 2016. Funds are available in the Police Department's current operating budget for this travel.

Staff requests that the City Council authorize out-of-state travel for two City of Porterville Police Department personnel to travel to PROFORCE, located in Arizona, to transport and deliver the trade-in Glock firearms.

RECOMMENDATION: That the City Council:

1. Authorize out-of-state travel and per diem expenses for two Police Department personnel to travel to PROFORCE Marketing Inc, located in Prescott, Arizona, to transport and deliver seventy-four department firearms for trade-in as agreed upon contract during the purchase of the new department handguns and approved at the council meeting on May 7, 2024.

ATTACHMENTS:

1. ProForce Trade Quote
2. Staff Report (May 2024)

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Jason Ridenour, Interim City Manager

PROFORCE LAW ENFORCEMENT

2825 Stearnman Drive, Ste A, Prescott, AZ 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

QUOTE# PAGE

641141 1

SHIP DATE

A.S.A.P.

SOLD
TO

CITY OF PORTERVILLE
PURCHASING DIVISION
350 N. D STREET
PORTERVILLE CA 93257

SHIP
TO

PORTERVILLE POLICE DEPARTMENT
350 N D ST
PORTERVILLE CA 93257

559-784-4569

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	04/25/24	001128	A	GREGG MCCLUNG	FX G-FOB ORIGIN	Ppd

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
76	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED 70 - G22 purchased from us in 2016. PG22507 GLK M22 G4 40SW PST GNS 3MAGS have the majority of the boxes and the weapons are in good condition, No dept markings 6 - G23 purchased from us in 2016. PG23507 GLK M23 G4 40SW PST GNS 3MAGS have the majority of the boxes and the weapons are in good condition. No dept markings -5.00 for any missing mags OFFICER BUYBACK PRICE 287.50 PLUS TAX/SHIPPING This quote is valid for 45 days from date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing. Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department	230.00-	EA .00	17,480.00CR

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT

2825 Stearnman Drive, Ste A, Prescott, AZ 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

QUOTE# PAGE

641141 2

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559-784-4569

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	04/25/24	001128	A	GREGG MCCLUNG	FX G-FOB ORIGIN	Ppd

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
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ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.

ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to ryan.schreiber@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order.

Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items
IMPORTANT: To order from this quotation, please sign below.

Printed Name: _____

-
Date: _____ P.O.: _____

-
Signature: _____

****PLEASE NOTE: WHEN SHIPPING TRADE GUNS, PLEASE SUPPLY A LETTER STATING THAT THE GUNS HAVE BEEN INSPECTED BY AN ARMORER AND THAT THEY ARE SAFE AND FUNCTIONAL. ALL CONFISCATED WEAPONS MUST BE CLEARED BY AN NCIC CHECK AND**

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT

2825 Stearman Drive, Ste A, Prescott, AZ 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

QUOTE# PAGE

641141 3

SHIP DATE

A.S.A.P.

SOLD
TO

CITY OF PORTERVILLE
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TO

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PORTERVILLE CA 93257

559-784-4569

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	04/25/24	001128	A	GREGG MCCLUNG	FX G-FOB ORIGIN	Ppd
QTY. ORDER	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
	STATED ON YOUR PAPERWORK PRIOR TO SHIPPING TO PROFORCE. NO SATURDAY DELIVERIES. AN ADULT SIGNATURE IS REQUIRED.**					
	PLEASE EMAIL THE COMPLETED TRADE WEAPONS FORM IN EXCEL FORMAT PRIOR TO SHIPPING THE TRADES TO PROFORCE LAW ENFORCEMENT.					
	NOTE: PROFORCE LAW ENFORCEMENT DOES NOT ACCEPT CLASS III WEAPONS TRADES. PLEASE DO NOT SHIP ANY CLASS III WEAPONS TO PROFORCE REGARDLESS OF THE CIRCUMSTANCES.					
	IMPORTANT: TRADE GUNS ARE TO BE DELIVERED AT THE DEPARTMENT'S EXPENSE WITHIN 45 DAYS OF ACCEPTANCE OF NEW PRODUCT. DELIVERY ADDRESS TO BE PROVIDED BY PROFORCE INSIDE SALES REPRESENTATIVE. PLEASE CONFIRM ADDRESS BEFORE SHIPPING TRADES.					
	COMMENT FOR JESUS GALLARDO BY RYAN S TERMS DUE NET 30 DAYS			SALES AMOUNT 9.250%		17,480.00CR



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Consideration to Purchase Handguns

SOURCE: Police

COMMENT: The primary sidearm of the Porterville Police Department has been the Glock, .40 caliber handgun. This model handgun has proven durable and reliable throughout its service with the department. These handguns are critical pieces of basic safety equipment for law enforcement personnel and are necessary for the protection of the officers and the community. The current Glock handguns purchased by the Department were acquired in 2016. Due to wear and tear, our current handguns are nearing the end of their service lives. Additionally, caliber debates have existed in law enforcement for decades. What is clear, however, is that the 9mm cartridge is more abundant, less expensive, and easier to train with than any other. The 9mm cartridge is the pistol caliber choice for today's law enforcement.

In a study conducted by the FBI, 9mm Luger offers select projectiles that outperform most of the premium line .40 S&W and .45 Auto projectiles. Additionally, the 9mm Luger offers higher magazine capacities, less recoil, lower cost (both in ammunition and wear on the weapons), and higher functional reliability rates. The majority of the FBI shooters in the study were both faster in shot strings fired and more accurate with shooting a 9mm Luger vs shooting a .40 S&W (similar-sized weapons). It has been determined that the 9mm is factually superior in multiple areas, having less felt recoil (which allows faster, more accurate hits), the magazines holding more rounds, the 9mm ammunition is significantly less expensive, and the modern defensive 9mm has similar ballistic performance of the .40 caliber.

Each Glock handgun purchased and issued by the department currently comes equipped with tritium night sights; however, with the advancement of technology, Red Dot Sight Optics (RDS) have become the industry standard. During multiple range sessions, Porterville Police Officers test-fired multiple handguns, including Glock models 17, 19, 43x, 48, and 45, all in 9mm caliber, and using both iron sights and red dot sights (RDS). Over 90 percent of the officers that test-fired the aforementioned handguns preferred the Glock Model 45. Approximately 80 percent of the officers shot faster and with higher accuracy using the red dot sights, with 20 percent preferring the iron sights simply due to having difficulty understanding how the RDS works in terms of aiming. The department's Range Master has purchased a Glock model 45 with multiple RDS systems and has tested them. For law enforcement duties, he prefers the Steiner MPS Red Dot Sight Optic System for multiple reasons, including durability, easier acquisition of the red dot, and having the emitter better protected (the diode that emits the red dot light is enclosed).

Additionally, in meetings with the Tulare-Kings Counties Police Academy

Advisory Board, it has been discussed that due to the industry standard being RDS Optics, the academy has acquired RDS and now trains with it. It has been determined that the RDS increases accuracy, which lowers liability.

The recommendation is to transition from the current handgun platform (Glock 22/23 .40cal) to the Glock model 45 in 9mm caliber with the Steiner MPS Red Dot Sight Optic. These guns will accept our current gun light. Staff has received the estimate from PROFORCE for the new equipment, which includes the firearm, the RDS, and new holsters. This estimate also accompanies the trade-in of our current Glocks. PROFORCE is our current vendor for firearms for the City of Porterville and, as previously mentioned, has agreed to allow for the trade-in of our current handguns (70) Glock Model 22's and (6) Glock Model 23's (all of which were purchased from PROFORCE in 2016).

<u>Vendor</u>	<u>Purchase Price</u> <u>(90 Handguns)</u>	<u>Trade-In Value</u> <u>(76 Handguns)</u>	<u>Cost to</u> <u>City</u>
PROFORCE Law Enforcement	\$92,008.60	\$17,480.00	\$74,528.60

Funds are available in the Police Department's current operating budget.

RECOMMENDATION: That the City Council:

1. Authorize department staff to negotiate the purchase of (90) Glock, Model 45, 9mm caliber handguns from PROFORCE Law Enforcement; and
2. Authorize payment upon receipt of handguns.

ATTACHMENTS:

1. ProForce Quote
2. ProForce Trade Quote
3. FBI - 9mm Report

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Council Consideration and Approval of Amendments to the Eastern Tule Groundwater Sustainability Agency Joint Powers Authority

SOURCE: Public Works

COMMENT: As the Council is aware, the City of Porterville is a member of the Eastern Tule Groundwater Sustainability Agency (ETGSA), a Groundwater Sustainability Agency (GSA) formed in compliance with the Sustainable Groundwater Management Act (SGMA), enacted in 2014 by the California State Legislature. The ETGSA is responsible for implementing SGMA within the Tule Subbasin and ensuring groundwater sustainability through the development and enforcement of a Groundwater Sustainability Plan (GSP).

The City of Porterville is currently represented on the ETGSA Board by Council Member Stan Green, who serves as a Board Member, and Assistant City Manager Michael Knight, who serves as an Alternate.

The ETGSA has recently proposed a First Amended and Restated Joint Powers Agreement (JPA) to update and clarify its member agencies' governance provisions, operational responsibilities, and financial commitments. The amended agreement continues to align with SGMA requirements and maintains the City's role in groundwater sustainability planning and management. Key updates to the JPA include reaffirming the ETGSA's authority as a public entity under the California Government Code. Provide clarification of member contributions and financial obligations for sustainability efforts. At the same time, coordination provisions will be enhanced with other GSAs to ensure compliance with SGMA—the updated governance structure to improve representation and decision-making processes.

By acknowledging this amendment and continuing its participation, the City of Porterville will ensure its voice in regional groundwater management decisions and protect its local water interests. There is no immediate fiscal impact associated with this action. Any financial obligations related to the City's participation in the ETGSA are budgeted within existing groundwater management and sustainability planning allocations.

Continued participation in the ETGSA is essential for the City of
Item No. 15.

Porterville to effectively manage and protect its groundwater resources. Staff recommends that the City Council acknowledge the First Amended and Restated JPA and confirm the City's ongoing commitment to regional groundwater sustainability.

RECOMMENDATION: That the City Council acknowledge the First Amended and Restated Agreement with the Eastern Tule Groundwater Sustainability Agency (ETGSA) and authorizes the continued participation of the City of Porterville as a member agency and direct the Mayor or his designee to sign the amended JPA Agreement.

ATTACHMENTS: 1. Draft 1ST Amended and Restated JPA for Eastern Tule GSA with Changes
 2. Draft 1ST Amended and Restated JPA for Eastern Tule GSA

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Jason Ridenour, Interim City Manager

**FIRST AMENDED AND RESTATED AGREEMENT TO FORM A JOINT
POWERS AUTHORITY**

EASTERN TULE GROUNDWATER SUSTAINABILITY AGENCY

THIS FIRST AMENDED AND RESTATED AGREEMENT (“Agreement”) is made _____, by and between the COUNTY OF TULARE (“County”), CITY OF PORTERVILLE, PORTERVILLE IRRIGATION DISTRICT, SAUCELITO IRRIGATION DISTRICT, ~~TEAPOT DOME WATER DISTRICT, VANDALIA WATER DISTRICT,~~ and TERRA BELLA IRRIGATION DISTRICT, ~~and KERN TULARE WATER DISTRICT~~ (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 Members overlie the Tule Subbasin (5-22.13 of the Department of Water Resources Bulletin 118 classifications) (“Subbasin”) of the San Joaquin Valley Basin, an adjudicated 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. 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.

G. Under SGMA, each GSA will be responsible for assuming its regulatory role by June 30, 2017, and for submitting a Groundwater Sustainability Plan (“GSP”) to the Department of Water Resources by January 31, 2020.

H. The Members intend to work cooperatively with other GSAs in the Subbasin for purposes of developing a GSP and entering into a Coordination Agreement if necessary.

I. 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 and users of groundwater and interested persons 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.

J. The Members intend by this Agreement to provide for the management and funding commitments reasonably anticipated to be necessary for the above purposes.

K. 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.

L. The jurisdictional area of this Authority is intended to generally consist of all areas within the jurisdictional boundaries of the Members and will specifically be determined at the time a notice of intent to act as a GSA is filed with the Department of Water Resources. For the purposes of this Agreement only, the jurisdictional boundary of the County of Tulare will be defined to not include any areas that are within the jurisdictional boundaries of any other Member.

L.M. The Parties executed the original Agreement on December 6, 2016, and now wish to amend and restate said Agreement in its entirety.

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 "Eastern Tule 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 and, subject to the limitations of this agreement, carry out the provisions of SGMA within the jurisdictional area of the GSA;
- (b) To develop, adopt, and implement a legally sufficient GSP covering those portions of the Subbasin that are within the jurisdictional boundaries of the GSA, subject to the

limitations set forth herein, 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, including but not limited to developing, adopting and implementing a GSP, subject to the right of Members to withdraw from the Authority and seek to become a GSA(s) as specified in Section 8.05. The Authority shall have the power to sue and be sued.

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 the ~~Kern-Tulare-Vandalia Water District~~ Terra Bella Irrigation District. Notwithstanding anything to the contrary in this Agreement, the Authority shall not acquire or seek to acquire by eminent domain any property of a Member. Nothing in this Agreement shall modify or limit the police powers of Members, if any.

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.

Section 2.04. Water Right. The Authority shall not have the power to control, limit or empower a Member's rights and authorities over its own surface water supplies, facilities, operations, water management, water supply projects and financial affairs ("Water Supply Matters"). 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 not modify rights or priorities to use or store groundwater consistent with Section 2 of Article X of the California Constitution and that any groundwater management 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 Directors who shall be appointed as follows:

- (1) One elected member of the governing body of each Member entity.
- (b) One representative from a landowner and groundwater user in a “white area” (hereinafter referred to as “White Area Representative”), appointed by the County of Tulare Board of Supervisors. A “white area” is defined as such area where the County of Tulare is the only public agency with jurisdiction as defined by SGMA.
- (c) 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. Any such alternates shall be empowered to cast votes in the absence of the regular Directors or, in the event of a conflict of interest preventing the regular Director from voting, to vote because of such conflict of interest.

(d) Directors and alternate Directors may be removed or replaced as follows:

- (1) Members may be removed or replaced at any time by their governing board; and
- (2) 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. Notwithstanding the foregoing, approval of certain types of matters shall require the approval of two-thirds of the Directors of the Board. The items requiring approval of two-thirds of the Directors of the Board are: agenda items to approve or revise budgets, assessments,

litigation, the hiring or termination of the chief executive officer, the adoption of bylaws, adoption of the GSP, the addition of new Members, the termination of Members, and amendments of this Agreement. Directors representing a Member who is delinquent in any past or present monetary contributions shall abstain from voting on all matters.

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. The Board shall appoint one Director or alternate Director to be a member of and the Chair of each committee. 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. Two standing committees shall be formed as soon as reasonably practical, but in no event later than one hundred and twenty (120) days of formation of the Authority. They are as follows:

- (a) Stakeholder Committee. Committee members shall fall within categories of interested persons or representatives of interested entities as described in SGMA. Committee members shall be appointed by the Board from among applicants.
- (b) Executive Committee. Each Director shall be entitled to appoint one staff member of the Member agency to be a member of the Executive 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 shall sign all contracts and agreements as approved by the Board.

Section 5.02. Secretary. The Board shall appoint a Secretary from among the employees of the Authority, or if no such employees exist, a consultant. 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 shall sign agreements for the Authority when authorized by the Board.

Section 5.03. Treasurer and Auditor.

- (a) The County Treasurer 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. The County Treasurer 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 the County Auditor.
- (b) The County Auditor 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, the County Treasurer 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 to the Authority to accomplish the purposes of the Authority.

ARTICLE VI

ACCOUNTS AND REPORTS; FUNDS

Section 6.01. Accounts and Reports. The County Auditor 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. The County Auditor, 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. Members shall make contributions as set forth in the budgets 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 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 shall lose its privilege to vote on any item presented to the Board, until such assessment is paid.

ARTICLE VII

Implementation of SGMA

Section 7.01 – Development of GSP. Unless otherwise provided under this section 7.01, the Authority shall develop the GSP for all areas within the jurisdictional boundary of the Members, as defined herein. Notwithstanding the foregoing, consistent with the provisions of SGMA pertaining to Management Areas, any Member or group of Members may propose its or their own chapter or provisions governing SGMA implementation within their respective boundaries or a Management Area managed in whole or in part by such Member(s) for inclusion by the Authority into the Authority's GSP. The Authority shall promptly review the proposed chapter or provisions for consistency with the Authority's GSP and to determine that it meets the requirements of SGMA. If the Authority determines by a vote of 75% of the Directors that a Member's proposed chapter or provisions is/are consistent with SGMA and the Authority's GSP, it shall incorporate such chapter or provisions into the Authority's GSP.

Section 7.02 – Implementation in Management Areas. Any Member (or group of Members) that has or have established a Management Area as part of the Authority's GSP may request to be assigned the primary responsibility of implementing SGMA and the Authority's GSP within its Management Area by giving written notice to the Authority, which notice may be given at any time. Upon receipt of such notice, the Authority and the requesting Member(s) shall develop a mutually acceptable agreement describing the respective roles and responsibilities of the Authority and the requesting General Member(s) with respect to such implementation.

ARTICLE VIII

MEMBERSHIP, TERM; WITHDRAWAL; TERMINATION

Section 8.01. 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.

Section 8.02. 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 8.03. Withdrawal of Member. A Member may terminate its membership in the Authority at any time upon giving written notice of the withdrawal to the Authority which shall be effective one hundred eighty (180) days after such notice. Any Member who withdraws shall remain obligated to pay its share of all debts, liabilities, and obligations incurred or accrued prior to the effective date of such withdrawal.

Section 8.04. Disposition of Assets. Upon termination of the Authority, any assets shall be returned to the Members in the same proportion said Members have funded such reserves or surplus, in accordance with California Government Code Section 6512.

Section 8.05 Effect of Withdrawal On SGMA Status. Upon withdrawal or termination as a Member, whether occurring before or after June 30, 2017, it is contemplated the withdrawing or terminated Member would concurrently become (or designate) a GSA for the lands within its boundaries (or a Management Area managed in whole or in part by such Member), so that such lands of the withdrawing or terminated Member would continue to be subject to a GSA and if applicable a GSP and the powers of such withdrawing Member within its boundaries would not be limited by this Agreement. In the event that a Member provides notice of withdrawal either prior to or within 30 days after adoption of a GSP by the Authority, the Authority (i) shall not object to or interfere with the lands in the withdrawing or terminated Member's boundaries (or a Management Area managed in whole or in part by such Member) being in a GSA, as designated by such withdrawing or terminated Member, (ii) shall facilitate such transition to the extent necessary, and (iii) the Authority shall withdraw from managing the Subbasin as a GSA for that portion of the Basin within the boundaries of the withdrawing or terminated Member and so notify the Department of Water Resources. The withdrawing or terminated Member will also be entitled to copies of all documents, information, and material developed by the Authority and paid for in whole or in part by the Member prior to the Member's withdrawal or termination.

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.

In this regard, the Members do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if any Member(s) of the Authority are, under such applicable law, held liable for the acts or omissions of the Authority caused by negligent or wrongful act or omission occurring in the performance of this Agreement, such parties shall be entitled to contribution from the other Members so that after said contributions each Member shall bear an equal share of such liability. This Section 9.02 does not apply to acts or omissions of a Member in implementing the GSP adopted by the Authority within such Member's boundaries managed in whole or in part by such Member.

Section 9.03. Insurance. The Authority shall obtain insurance for all Members, appointed 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. Counterparts. This Agreement may be executed in one or more counterparts and may include multiple signature pages, all of which shall be deemed to be one instrument.

IN WITNESS WHEREOF, the Members hereto execute this Agreement on the date first written above.

COUNTY OF TULARE By: _____	CITY OF PORTERVILLE By: _____
PORTERVILLE IRRIGATION DISTRICT By: _____	SAUCELITO IRRIGATION DISTRICT By: _____
TERRA BELLA IRRIGATION DISTRICT By: _____	

FIRST AMENDED AND RESTATED AGREEMENT TO FORM A JOINT POWERS AUTHORITY

EASTERN TULE GROUNDWATER SUSTAINABILITY AGENCY

THIS FIRST AMENDED AND RESTATED AGREEMENT (“Agreement”) is made _____, by and between the COUNTY OF TULARE (“County”), CITY OF PORTERVILLE, PORTERVILLE IRRIGATION DISTRICT, SAUCELITO IRRIGATION DISTRICT, and TERRA BELLA IRRIGATION DISTRICT (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 Members overlie the Tule Subbasin (5-22.13 of the Department of Water Resources Bulletin 118 classifications) (“Subbasin”) of the San Joaquin Valley Basin, an adjudicated 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. 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.

G. Under SGMA, each GSA will be responsible for assuming its regulatory role by June 30, 2017, and for submitting a Groundwater Sustainability Plan (“GSP”) to the Department of Water Resources by January 31, 2020.

H. The Members intend to work cooperatively with other GSAs in the Subbasin for purposes of developing a GSP and entering into a Coordination Agreement if necessary.

I. 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 and users of groundwater and interested persons 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.

J. The Members intend by this Agreement to provide for the management and funding commitments reasonably anticipated to be necessary for the above purposes.

K. 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.

L. The jurisdictional area of this Authority is intended to generally consist of all areas within the jurisdictional boundaries of the Members and will specifically be determined at the time a notice of intent to act as a GSA is filed with the Department of Water Resources. For the purposes of this Agreement only, the jurisdictional boundary of the County of Tulare will be defined to not include any areas that are within the jurisdictional boundaries of any other Member.

M. The Parties executed the original Agreement on December 6, 2016, and now wish to amend and restate said Agreement in its entirety.

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 "Eastern Tule 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 and, subject to the limitations of this agreement, carry out the provisions of SGMA within the jurisdictional area of the GSA;
- (b) To develop, adopt, and implement a legally sufficient GSP covering those portions of the Subbasin that are within the jurisdictional boundaries of the GSA, subject to the limitations set forth herein, 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, including but not limited to developing, adopting and implementing a GSP, subject to the right of Members to withdraw from the Authority and seek to become a GSA(s) as specified in Section 8.05. The Authority shall have the power to sue and be sued.

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 the Terra Bella Irrigation District. Notwithstanding anything to the contrary in this Agreement, the Authority shall not acquire or seek to acquire by eminent domain any property of a Member. Nothing in this Agreement shall modify or limit the police powers of Members, if any.

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.

Section 2.04. Water Right. The Authority shall not have the power to control, limit or empower a Member's rights and authorities over its own surface water supplies, facilities, operations, water management, water supply projects and financial affairs ("Water Supply Matters"). 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 not modify rights or priorities to use or store groundwater consistent with Section 2 of Article X of the California Constitution and that any groundwater management 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 Directors who shall be appointed as follows:

- (1) One elected member of the governing body of each Member entity.
- (b) One representative from a landowner and groundwater user in a “white area” (hereinafter referred to as “White Area Representative”), appointed by the County of Tulare Board of Supervisors. A “white area” is defined as such area where the County of Tulare is the only public agency with jurisdiction as defined by SGMA.
- (c) 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. Any such alternates shall be empowered to cast votes in the absence of the regular Directors or, in the event of a conflict of interest preventing the regular Director from voting, to vote because of such conflict of interest.
- (d) Directors and alternate Directors may be removed or replaced as follows:
 - (1) Members may be removed or replaced at any time by their governing board; and
 - (2) 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. Notwithstanding the foregoing, approval of certain types of matters shall require the approval of two-thirds of the Directors of the Board. The items requiring approval of two-thirds of the Directors of the Board are: agenda items to approve or revise budgets, assessments, litigation, the hiring or termination of the chief executive officer, the adoption of bylaws, adoption of the GSP, the addition of new Members, the termination of Members, and amendments of this Agreement. Directors representing a Member who is delinquent in any past or present monetary contributions shall abstain from voting on all matters.

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. The Board shall appoint one Director or alternate Director to be a member of and the Chair of each committee. 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. Two standing committees shall be formed as soon as reasonably practical, but in no event later than one hundred and twenty (120) days of formation of the Authority. They are as follows:

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ARTICLE V

OFFICERS AND EMPLOYEES

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- (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 shall sign all contracts and agreements as approved by the Board.

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ACCOUNTS AND REPORTS; FUNDS

Section 6.01. Accounts and Reports. The County Auditor 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. The County Auditor, 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.

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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 shall lose its privilege to vote on any item presented to the Board, until such assessment is paid.

ARTICLE VII

Implementation of SGMA

Section 7.01 – Development of GSP. Unless otherwise provided under this section 7.01, the Authority shall develop the GSP for all areas within the jurisdictional boundary of the Members, as defined herein. Notwithstanding the foregoing, consistent with the provisions of SGMA pertaining to Management Areas, any Member or group of Members may propose its or their own chapter or provisions governing SGMA implementation within their respective boundaries or a Management Area managed in whole or in part by such Member(s) for inclusion by the Authority into the Authority's GSP. The Authority shall promptly review the proposed chapter or provisions for consistency with the Authority's GSP and to determine that it meets the requirements of SGMA. If the Authority determines by a vote of 75% of the Directors that a Member's proposed chapter or provisions is/are consistent with SGMA and the Authority's GSP, it shall incorporate such chapter or provisions into the Authority's GSP.

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ARTICLE VIII

MEMBERSHIP, TERM; WITHDRAWAL; TERMINATION

Section 8.01. 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.

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Section 8.04. Disposition of Assets. Upon termination of the Authority, any assets shall be returned to the Members in the same proportion said Members have funded such reserves or surplus, in accordance with California Government Code Section 6512.

Section 8.05 Effect of Withdrawal On SGMA Status. Upon withdrawal or termination as a Member, whether occurring before or after June 30, 2017, it is contemplated the withdrawing or terminated Member would concurrently become (or designate) a GSA for the lands within its boundaries (or a Management Area managed in whole or in part by such Member), so that such lands of the withdrawing or terminated Member would continue to be subject to a GSA and if applicable a GSP and the powers of such withdrawing Member within its boundaries would not be limited by this Agreement. In the event that a Member provides notice of withdrawal either prior to or within 30 days after adoption of a GSP by the Authority, the Authority (i) shall not object to or interfere with the lands in the withdrawing or terminated Member's boundaries (or a Management Area managed in whole or in part by such Member) being in a GSA, as designated by such withdrawing or terminated Member, (ii) shall facilitate such transition to the extent necessary, and (iii) the Authority shall withdraw from managing the Subbasin as a GSA for that portion of the Basin within the boundaries of the withdrawing or terminated Member and so notify the Department of Water Resources. The withdrawing or terminated Member will also be entitled to copies of all documents, information, and material developed by the Authority and paid for in whole or in part by the Member prior to the Member's withdrawal or termination.

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.

In this regard, the Members do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if any Member(s) of the Authority are, under such applicable law, held liable for the acts or omissions of the Authority caused by negligent or wrongful act or omission occurring in the performance of this Agreement, such parties shall be entitled to contribution from the other Members so that after said contributions each Member shall bear an equal share of such liability. This Section 9.02 does not apply to acts or omissions of a Member in implementing the GSP adopted by the Authority within such Member's boundaries managed in whole or in part by such Member.

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COUNTY OF TULARE By: _____	CITY OF PORTERVILLE By: _____
PORTERVILLE IRRIGATION DISTRICT By: _____	SAUCELITO IRRIGATION DISTRICT By: _____
TERRA BELLA IRRIGATION DISTRICT By: _____	



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: 2024 Housing Element Annual Progress Report

SOURCE: Community Development

COMMENT: Pursuant to Government Code Section 65400(a)(2), each governing body is required to prepare an annual report on the status and progress of implementing the jurisdiction's Housing Element (HE) of the General Plan. The Housing Element Annual Progress Report (APR) is submitted using forms and definitions adopted by the California Department of Housing and Community Development (HCD). The APRs are due annually by April 1st and they cover the preceding calendar year. The 2023-2031 General Plan 6th Cycle Housing Element is currently pending HCD approval. Therefore, the attached report evaluates the progress made towards the implementation of the adopted 2015-2023 5th Cycle Housing Element programs and housing production during the period between January 1, 2024, and December 31, 2024.

Although the 2023-2031 HE has not been adopted yet, the City is still required to report on its progress on the last HE. Since the Regional Housing Needs Assessment (RHNA) and accomplishment goals are preliminary due to the status of the approval, they may change for next year, and for now the City is reporting progress towards the adopted plan. The public comment period for the resubmittal ended on March 11, 2025, and no additional comments were received. Subsequently, the draft document will be submitted to HCD for review. The Year 2 report will reflect the progress on these goals once the new HE is adopted by the City Council and approved by HCD.

In 2015, the City Council adopted and HCD certified the City of Porterville's 2015-2023 General Plan Housing Element. The Housing Element is one of the many chapters of the City's General Plan. The General Plan is a state-mandated comprehensive, long-term planning document that addresses a multitude of land-use-related issues designed to provide policy guidance. The Housing Element addresses present and future housing opportunities for Porterville residents. The Housing Element is the only General Plan Element that requires review and certification by HCD. Additionally, California

state law requires local jurisdictions to update the Housing Element every eight (8) years and file an annual Housing Element progress report to HCD and the Governor's Office of Planning & Research (OPR) by April 1st of each year.

The Annual Report Identifies Porterville's Regional Housing Needs Assessment (RHNA) allocation and self-stated housing production goals (referred to as the "Quantified Objective"). The completed Housing Element Annual Progress Report describes the following:

- Progress made towards meeting these goals, quantified by the total number of building permits issued for new housing units during the reporting year, and the total number of housing units entitled and completed; and
- Status of other action items outlined in the Housing Element's Implementation Program

The City of Porterville has made progress towards achieving the number of housing units designated by the RHNA and has implemented the programs outlined in the 5th Cycle Housing Element period, leading to an increase in housing unit approvals and production.

The RHNA unit number assigned to the pending 2023-2031 6th Cycle Housing Element is 4,064 housing units. During 2024, the first reporting year of the 6th Cycle, the City received housing development applications for 542 proposed units and realized 174 new housing units.

For the period of January 1, 2024, and December 31, 2024, the City deemed complete and approved planning entitlement applications for 381 new units, including Single-Family Residential (SFR), Accessory Dwelling Units (ADU), SB9 Units and Multi-Family Residential (MFR), of which 115 are Low-Income units. The City is also currently processing entitlement applications for one (1) Multi-Family Residential affordable project consisting of 133 units. The proposed breakdown of affordability levels includes 20 Extremely-Low Income, 26 Very-Low Income, 33 Low-Income, 53 Moderate Income, and 1 Manager's Unit as Market Rate. In addition, four (4) single-family residential development project applications proposing a total of 283 new housing units are similarly pending entitlements.

Following the City Council's receipt of the Housing Element Progress Report, the Report will be sent to HCD and OPR for their review/filing.

BACKGROUND:

ANALYSIS:

ENVIRONMENTAL
REVIEW:

RECOMMENDATION: That the City Council review the 2024 Housing Element Annual Progress Report and direct the Planning Division to submit the report to the California Department of Housing and Community Development and the Governor's Office of Planning and Research.

ATTACHMENTS: 1. Draft Housing Element Annual Progress Report 2024

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Jason Ridenour, Interim City Manager

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction		Porterville	
Reporting Year		2024	(Jan. 1 - Dec. 31)
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Housing Rehabilitation Program	Assist approximately 5 low-income households with current funding through 2024, with an objective of assisting 1-2 households annually if additional funding becomes available	2020-2024	While the City had established a goal of assisting two (2) households for 2024 PY, one (1) household was assisted, one (1) is in the rehabilitation application process and three (3) applications were received that did not meet the Program guidelines.
Home Buyer Assistance	Assist 5 households to purchase first home, with an objective of assisting 1 household annually if additional funding becomes available.	Yearly	The City had a goal of one (1) household for the 2024 PY and assisted three (3) households, seven (7) are in progress, and six (6) applications were received that did not meet the Program guidelines. The City assisted three (3) households, which represents an investment of \$309,304.72 In Federal CDBG, and State HOME and CalHome grant funds.
Home Buyer Education Classes	4 classes held per year.	Yearly	The City held 8 classes, in partnership with CSET, and 45 individuals participated in virtual instruction.

Local, State, and Federal Funding	3 programs developed during the 5th Cycle	2015-2023	In 2023, the City in collaboration and partnership with the Tulare County Association of Governments (TCAG), California Department of Transportation (CalTrans) and Community Services Employment Training (CSET) began the Litter Abatement Pilot Project, a beautification project taking place along Highways 190 and 65. The program was approved for three (3) years to increase cleanup efforts to improve the scenic and unique ecological characteristics of the city. The following funding amounts were allocated for the program annually: \$50,000 from the City from local Measure I funds, \$42,000 from TCAG and \$80,000 from CalTrans and CSET operates the project. Employment referrals for this Project are received from agencies such as Turning Point of Central California and Central California Family Crisis Center who provide individuals experiencing homelessness with case management support and assistance with finding permanent housing. The income earning opportunity increases the ability to obtain and retain permanent housing for individuals experiencing homelessness and in turn the beautification project also provides participants an opportunity to learn new life skills while giving back to and improving the community. This is the 3rd and final year of the program, unless new funding is allocated by all three agencies.
Expedited Entitlement Process for Special Populations Housing	3 projects developed in the 5th Cycle.	2015-2023	The City is working with Self-Help Enterprises for the entitlement process of an affordable housing project seeking vesting rights pursuant to SB 330, the Housing Crisis Act of 2019. The multi-family housing development project consists of 13 residential buildings with a 4,500 square foot community building for a total of 133 total units of affordable multi-family housing. The proposed breakdown of affordability levels for the units include 20 Extremely-Low Income, 26 Very-Low Income, 33 Low Income, 53 Moderate Income and 1 Manager's Unit as Market Rate.
Remove Constraints and Provide Reasonable Accommodations for Housing Designed for Persons with Disabilities	1 outreach effort to disabled community per year to encourage renovations. Establish new comment period for development projects to educate and encourage developers regarding adapted housing.	Yearly	In 2024, the City did not authorize any rehabilitation monies to rehabilitate homes to have accessibility ramps. There were at least 10 inquiries about the program; however, due to the Program guidelines, they did not meet the requirements, such as home on a permanent foundation, applicant was not the owner of the home, or the home was not within City limits of Porterville.

Case Management	Provide case management for Permanent Supportive Housing in order to provide life skills to individuals who have experienced chronic homelessness and have a verifiable disability, mental health issue, substance abuse, or HIV/AIDS. Funds are awarded as they are available and vary by year.	Yearly	The City allocates CDBG funds for case manager salaries for the Permanent Supportive Housing (PSH) Program administered by Family Services of Tulare County (FSTC), which provides the following services: referrals to counseling and dentist, life skills training, transportation, home visits/case management and delivery of food and hygiene products. Five (5) individuals received new or continued access to these services. The annual goal of two persons assisted has been consistently met. A second PSH program (11 units) is supported with (Permanent Local Housing Allocation) PLHA funds received by the City of Porterville. First year, PSH recipients received \$34,275.40; the second year, they received \$53,274.50; and the 3rd year, they received \$37,894. Additional CDBG funding of \$15,500 is allocated to be used by FSTC.
Fair Housing	Fair Housing Education aims to promote equal and fair access to housing opportunities for all individuals regardless of their race, ethnicity, national origin, religion, gender, age, familial status, or disability. The objective of Fair Housing Education is to raise awareness about these laws and regulations and to provide information and resources to help individuals and housing providers understand and comply with them. This includes educating people on their rights and responsibilities under the law, as well as providing training to housing providers on how to avoid discrimination and promote fair housing practices.	Yearly	The City of Porterville allocates \$20,000 of CDBG funding for Fair Housing Education and contacts with Community Services Employment Training (CSET) to provide culturally appropriate outreach and fair housing education opportunities for families and individuals within the City of Porterville and provide landlords and property managers with education in fair housing law and practice to reduce the incidence of housing discrimination. CSET staff conducted 8 presentations to groups (including partner agencies) and provided services to 44 individual community members.

Infrastructure Improvements	Pursue 4 grants in the 5th cycle.	Yearly	The Consolidated Plan for 2020 implemented a formal program to authorize funds for infrastructure improvements. The Plans and Project Manual for the Henrahan St. Construction Project have been prepared. This project includes the removal and replacement of existing asphalt, curb, gutter, sidewalk, storm drain pipe, replacement of the existing water main, a new fire hydrant, and other appurtenances to complete the project. This work was originally included with the Grand Avenue Reconstruction Project but had to be separated to meet the guidelines and timing for the design funding. The City is currently in the bidding process. The bond for \$13 million for infrastructure improvement in under developed areas of the City for sewer projects has been completed. The project included the Sewer Annexation Area 457, 474, 475, 478 479 and 476. The Villa Street Reconstruction Project from Olive Street to Henderson Avenue. The project included installation of new underground utilities, replacement of concrete improvements including curb ramps and new paving from Olive Street to Henderson Avenue. The project anticipated to be completed by Summer of 2025. The Akin (southeast quadrant) & Central Mutual Water System (southwest) Improvements Project were completed. Infrastructure for new development projects include Brookside Subdivision Phase 1 (northwest quadrant) has been completed. Anticipated infrastructure development for new subdivisions include Laurelwood (northwest quadrant), Villas at Sierra Meadows 4 & 5 (southeast quadrant) and Aria (northwest quadrant) are all anticipated to commence in summer of 2025.
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Infrastructure Improvements	Pursue 4 grants in the 5th cycle.	Yearly	The Main Street Reconstruction Project, Phase I was completed in 2024. Phase 2A (Putnam Avenue to Garden Avenue) is currently under construction and anticipated to be completed by summer of 2025. The Tule River Parkway Phase III, which extends the existing trail from Main Street east to Plano Street with a connection to Fallen Heroes Park, is under construction and includes a paved trail, solar lighting and landscaping, set to finish by summer of 2025. The Butterfield Stage Corridor trails project is currently under construction with an anticipated completion of 6/30/2026.
Energy Conservation	Provide two referrals per year.	Yearly	As rehabilitation loans are approved and expended, the City also authorizes new roofs, windows and HVAC systems. Additionally, 10 households have been referred to the Weatherization program administered by a local-nonprofit to assist them in weatherization of their homes. Additionally, as the City partners with CSET for the FTHB Education class, those attending the course are informed of CSET's programs which include a weatherization program.
LINC Services	To connect persons experiencing homelessness with critical services, such as housing assistance, legal services, social services and access to mainstream benefits, and provide consumables and supplies. Funds are awarded as they are available, and amount varies by year.	Yearly	LINC serves as a mini-resource fair and is held twice a month at the Porterville Navigation Center (PNC). The LINC Committee will support the PNC and KTHA to facilitate connections to the services needing to be made available, volunteer at events, fundraise and provide ongoing planning and coordination of services that LINC may be missing. The intention of LINC is to connect persons experiencing homelessness with critical services, such as housing assistance, legal services, social services and access to mainstream benefits, and provide consumables and supplies. In 2024, the program served 970 individuals.



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: City Council Member Requested Agenda Item - Consideration of Resolution Declaring Women's Rights in Porterville and Resolve to the Protection of Rights For All Constituents

SOURCE: City Manager's Office

COMMENT: Vice Mayor McKervery has requested that the City Council consider adding an item to the next regular City Council agenda to consider a Resolution Declaring Women's Rights in Porterville and Resolve to the Protection of Rights for All Constituents.

RECOMMENDATION: That the City Council approve Vice Mayor McKervery's request to add an item to the next regular City Council meeting's agenda to consider a Resolution Declaring Women's Rights in Porterville and Resolve to the Protection of Rights for All Constituents.

ATTACHMENTS:

1. Draft Resolution Declaring Women's Rights in Porterville and Resolve to the Protection of Rights for All Constituents

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DECLARING
WOMEN'S RIGHTS IN PORTERVILLE AND RESOLVE TO THE PROTECTION OF THOSE
RIGHTS FOR ALL CONSTITUENTS

WOMEN'S RIGHTS RESOLUTION

WHEREAS, the City of Porterville is unwavering in its commitment to protecting the rights, safety, dignity, and privacy of all women and girls; and

WHEREAS, women have fought courageously throughout history to secure their legal, political, and social rights, and those hard-won freedoms must not be eroded; and

WHEREAS, the City of Porterville affirms that women's safety and privacy are fundamental rights, particularly in spaces designated for their exclusive use, including restrooms, locker rooms, dressing areas, and shelters; and

WHEREAS, the City of Porterville recognizes the inherent biological differences between men and women, acknowledging that fairness in athletics, education, and public accommodations must be preserved to ensure women are not placed at a competitive disadvantage or at risk of harm; and

WHEREAS, Title IX of the Education Amendments of 1972 was enacted to ensure that women have equal opportunities in education and athletics and was founded on the principle of protecting sex-based distinctions that safeguard female participation in competitive sports; and

WHEREAS, the City of Porterville stands against policies that allow biological males to infringe upon the rights, privacy, and safety of women and girls by gaining access to their protected spaces or athletic competitions under the guise of gender identity; and

WHEREAS, the right to women-only spaces is essential for ensuring the well-being of women and girls, particularly those who are survivors of domestic violence, sexual assault, or other vulnerable circumstances; and

WHEREAS, the U.S. Constitution and longstanding legal precedent affirm women's rights, as upheld in cases such as *Minor v. Happersett* (1874), *Frontiero v. Richardson* (1973), and *Craig v. Boren* (1976), reinforcing the legal necessity of sex-based protections; and

WHEREAS, the City of Porterville remains committed to upholding the unique contributions of women in society, including their irreplaceable role as mothers, caregivers, and leaders in our community;

NOW, THEREFORE, IT IS HEREBY RESOLVED

The Right to Safety and Privacy

Women and girls shall have the right to exclusive, sex-based spaces in restrooms, locker rooms, shelters, and other areas where privacy is essential to their well-being and protection.

The Right to Fair and Equal Athletic Opportunities

Women and girls shall have the right to compete in female-only sports without unfair competition from biological males, ensuring fairness in accordance with the original intent of Title IX.

The Right to be Free from Discrimination and Harm

Women shall not be forced to accept policies that compromise their safety, dignity, or privacy in order to appease political or ideological agendas.

The Right to Participation and Representation

Women have the right to fully participate in political, social, and economic life, free from coercion, intimidation, or discrimination.

The Right to Motherhood and Family Protections

Women shall have the right to maternity protections, workplace accommodations, and policies that uphold the sanctity of motherhood without being displaced by gender ideology.

The Right to Economic Freedom and Opportunity

Women shall have the right to equal access to employment, business opportunities, and financial independence, without unfair mandates that force them into ideological conformity.

With unwavering resolve, the City of Porterville boldly stands in defense of women's rights, privacy, and fairness, ensuring that truth, science, and common sense prevail in policies affecting women and girls. We reaffirm our commitment to protecting the rights of women today, tomorrow, and for future generations.



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: City Council Member Requested Agenda Item - Consideration of Resolution Declaring Porterville a Constitutional City and Establishing the Rights of Its Constituents as the Highest Priority in Governance

SOURCE: City Manager's Office

COMMENT: Vice Mayor McKervery has requested that the City Council consider adding an item to the next regular City Council agenda to consider a Resolution Declaring Porterville a Constitutional City and Establishing the Rights of its Constituents as the Highest Priority in Governance.

RECOMMENDATION: That the City Council approve Vice Mayor McKervery's request to add an item to the next regular City Council meeting's agenda to consider a Resolution Declaring Porterville a Constitutional City and Establishing the Rights of its Constituents as the Highest Priority in Governance.

ATTACHMENTS: 1. Draft Resolution Declaring Porterville a Constitutional City and Establishing the Rights of Its Constituents as the Highest Priority in Governance

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DECLARING PORTERVILLE A CONSTITUTIONAL CITY AND ESTABLISHING THE RIGHTS OF ITS CONSTITUENTS AS THE HIGHEST PRIORITY IN GOVERNANCE

WHEREAS, the City of Porterville recognizes that the Constitution of the United States is the supreme law of the land, binding upon all levels of government, and that all public servants—whether elected or appointed—are sworn to uphold and defend its principles; and

WHEREAS, the foundational doctrine of American governance, as articulated in the Declaration of Independence, affirms that governments are instituted among men to secure their inherent, God-given rights, deriving their just powers from the consent of the governed; and

WHEREAS, Article VI, Section 2 of the United States Constitution, known as the Supremacy Clause, states:

“This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.”

This clause affirms that only laws made in pursuance of the Constitution hold legitimate authority, meaning any act, mandate, or regulation that contradicts constitutional protections is null and void; and

WHEREAS, the landmark Supreme Court case *Marbury v. Madison* (1803) established the principle that “an act of the legislature repugnant to the Constitution is void,” affirming that any law or directive violating constitutional principles lacks legitimate authority and must not be enforced; and

WHEREAS, the Tenth Amendment to the U.S. Constitution reserves all powers not delegated to the federal government to the States and the People, affirming the principle of local self-governance and limiting external overreach; and

WHEREAS, Article I, Section 1 of the California Constitution states that all people are by nature free and independent and have inalienable rights, including the right to life, liberty, property, and the pursuit of happiness, which the City of Porterville is committed to safeguarding; and

WHEREAS, the City Council acknowledges that the highest duty of any government is to protect the freedoms, rights, and property of its constituents against unlawful encroachments, including overreach from state or federal authorities when such actions violate constitutional principles; and

WHEREAS, historical precedent, as set forth in Federalist Papers Nos. 10, 45, and 51, establishes that the most effective governance is that which is closest to the people, where local representatives are most accountable to the public and where government action remains constrained within the bounds of individual liberty; and

WHEREAS, the City of Porterville recognizes that regulations, mandates, or policies imposed by higher governmental bodies that violate constitutional principles are unenforceable under the doctrine of constitutional supremacy, and it is the duty of all government officials to reject such mandates in service of their oath to defend the Constitution; and

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

1. Declaration of Constitutional City Status

- The City of Porterville hereby declares itself a Constitutional City, committed to upholding and defending the rights and liberties of its residents as enshrined in the U.S. Constitution and the California Constitution.

2. Rights of Constituents as the Supreme Priority

- No city ordinance, regulation, or policy shall be enacted, enforced, or recognized if it conflicts with the constitutional rights of the people.

- All governmental actions within the jurisdiction of Porterville shall be reviewed under a strict constitutional litmus test, ensuring they do not infringe upon individual liberties, property rights, or due process.

3. Limitation on State and Federal Overreach

- The City of Porterville will not recognize, enforce, or allocate city resources to implement any state or federal mandate, law, or regulation that violates constitutional protections.

- Any directive from external authorities that imposes unlawful restrictions upon the rights of the people, private businesses, or local governance shall be formally challenged and, if necessary, nullified within the city's jurisdiction.

4. Duty of City Officials and Staff

- All city officials, employees, and law enforcement officers shall uphold their oath to support and defend the Constitution against all violations, foreign and domestic, ensuring that their actions reflect the primacy of individual rights.

- City staff shall conduct regular constitutional impact assessments on ordinances, regulations, and policies, ensuring that government actions remain within the bounds of limited, lawful authority.

5. Protection of Property, Commerce, and Self-Governance

- The City of Porterville recognizes private property rights, economic freedom, and local self-governance as fundamental pillars of a free society.
- No regulation shall be imposed that unduly burdens small businesses, restricts the right to commerce, or inhibits economic prosperity within Porterville.

6. Public Transparency and Accountability

- A Public Review Board shall be established to assess and challenge any existing or proposed policies that could infringe upon constitutional freedoms.
- City meetings shall prioritize public participation, ensuring the voice of the people remains the guiding force behind governance decisions.

7. Enforcement and Implementation

- City departments shall receive formal guidance on the principles outlined in this resolution to ensure clear understanding and consistent application.
- Any challenge to this resolution by state or federal authorities shall be met with legal opposition, using all available judicial and legislative remedies.

BE IT FURTHER RESOLVED, that this resolution shall take immediate effect upon passage and shall serve as the guiding doctrine for all legislative, administrative, and enforcement actions taken within the City of Porterville.

PASSED AND ADOPTED by the City Council of the City of Porterville on this ____ day of _____, 2025, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

SIGNED:

[Mayor's Name]

Mayor, City of Porterville

ATTEST:

[City Clerk's Name]

City Clerk, City of Porterville



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Status and Review of Declaration of Local Flood Emergency

SOURCE: City Manager's Office

COMMENT: On March 13, 2023, former 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 March 04, 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 Boudreaux issued an Evacuation Warning for both the north and south sides of the Tule River, and the Tulare County Office of Emergency Services (TCOES) established a Temporary Evacuation Point (TEP) and Emergency Shelter in the gymnasium at Porterville College.

On March 15, 2023, due to the water level of Success Lake rising to the point of running over the spillway of the Richard L. Schafer Dam, Sheriff Boudreaux issued a Mandatory Evacuation Order for the residences, businesses and structures between Schafer Dam and Road 284, east of the city of Porterville. On March 18, 2023, due to water levels dropping on the Tule River, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

On March 15, 2023, due to rising flood waters, Sheriff Boudreaux issued a Mandatory Evacuation Order for the area between Olive Avenue

(Avenue 152) to Avenue 144 and the Friant-Kern Canal and the Tule River and Westwood Street, west of the city of Porterville. On March 25, 2023, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

On March 15, 2023, due to rising water levels of the Tule River, City Public Works Department staff took extraordinary measures to protect the neighborhood north of River Springs Drive, avoiding potentially catastrophic flooding of the area.

On March 16, 2023, due to the historic water levels and flows of the Tule River causing erosion to the river banks, Police Chief Jake Castellow issued a Mandatory Evacuation Order for eight residences along Rio Vista Avenue, providing information on the TEP and Emergency Shelter established at Porterville College. City Public Works Department staff took extraordinary measures over the next several days to mitigate and protect the river banks from affecting the residences. On March 24, 2023, Chief Castellow reduced the Mandatory Evacuation Order of the eight residences back to an Evacuation Warning.

On March 19, 2023, due to continued erosion of the banks of the Tule River and the performance of immediate necessary mitigation efforts by Public Works Department personnel, Chief Castellow issued a Mandatory Evacuation Order for both the north and south banks of the Tule River within City limits (not including permanent structures with a designated address), and provided information on the TEP and Emergency Shelter established at Porterville College. The Public Works Department continues to work diligently in shoring the banks of the Tule River.

To accommodate upcoming ceremonies and events in the gymnasium at Porterville College, the TEP and Emergency Shelter at the College closed at noon on April 11, 2023, and thirty (30) individuals were successfully transitioned to the new TEP at the Porterville Army National Guard Armory. A Special Meeting of the Council was scheduled for April 14, 2023, to consider a draft License agreement for the City's temporary use of the State facility. The American Red Cross continued to provide shelter services at the TEP, but transitioned out on May 5, 2023. With the authority granted to the City Attorney and City Manager at its meeting on April 18, 2023, the City and County drafted a Memorandum of Understanding (MOU) in an effort to continue TEP shelter services until May 5, 2023, while the Mandatory Evacuation Order remained in place along the banks of the Tule River in city limits.

On April 14, 2023, the County transmitted a letter to the California Governor's Office of Emergency Services (Cal OES), requesting continued financial support for the Armory TEP, which the County reported that Cal OES did not approve. At its meeting on July 11, 2023, the County Board of Supervisors approved the MOU for TEP shelter services between the City and the County, retroactive from April 11,

2023 to May 5, 2023.

Given the lack of continued financial support by Cal OES, the County notified the City that it would discontinue its support of the Armory TEP at noon on May 5, 2023, and American Red Cross would vacate the facility as well, leaving the City alone to determine the function of the Armory TEP after noon on May 5th. The significant threat of local emergency continued to exist with the estimated over three hundred percent (300%) of normal snow pack in the Sierra Nevada mountains and the potential for a warm storm or heat wave this Spring to again inundate the Tule River, described as a "loaded locomotive at the top of the hill." Given the forecasts of potential widespread flooding damage to west Tulare County and significant portions of Kings County later this Spring and early Summer, Red Cross representatives strongly believe they will be returning to the Armory TEP and other Tulare County locations (e.g. Porterville Developmental Center) to assist those displaced from homes due to flooding. Until such time that Cal OES makes the determination that emergency conditions again exist in Tulare County, the Council was left to determine if local emergency conditions existed to continue operating the Armory TEP, which expenditures would not be reimbursable given the lack of approval by Cal OES.

Given the continued mandatory evacuation order along the Tule River in city limits and the legal implications of the Martin v. Boise federal 9th Circuit Court of Appeals decision (2018), and the announced departure of the American Red Cross and County support at noon on May 5, 2023, City staff developed an operational plan for the Armory TEP, cognizant of the lack of federal and State reimbursement of costs. As of April 27, 2023, eighteen (18) individuals were receiving shelter services at the Armory TEP, with most individuals only at the facility in the evening.

Given the limited daytime TEP population, and daily meal services provided at the nearby Porterville Welcome Center, staff recommended to limit the Armory TEP hours from 7:00 P.M. to 7:00 A.M. daily, providing temporary staffing of two individuals (including a security guard). Temporary staffing had been quoted at \$25 per hour, for a daily expense of \$600 (or \$18,000 per month). At its meeting on May 2, 2023, the Council authorized the continued operation of the Armory TEP for a 12-hour operational period over the evenings, and also directed that the Armory restrooms and shower facilities be used by the individuals at the TEP, which although not ADA-compliant, are not required for non-reimbursable shelter activities while under a Declaration of Local Emergency. The contract for the on-site mobile shower and portable restroom facilities that are ADA-compliant expired on May 11, 2023, which the rental cost was approximately \$18,000 per month.

However, the City Attorney recommended maintaining a single ADA-portable restroom at the facility. Beginning at noon on May 5, 2023, the City assumed administrative and financial responsibility for the Armory, which has established operational hours of 8:00 P.M. to 8:00 A.M. and averaged twenty (20) individuals each evening (please see attached

daily census).

On May 4, 2023, the City received an updated draft License agreement for the use of the Armory, proposing a 1-year lease for exclusive use by the City effective May 5, 2023, through May 4, 2024. The draft agreement proposes no fee for the use of the facility, but that the City assume responsibility for the facility's utilities. On Monday, May 8th, the last remaining Army personnel left the facility, with the City now having complete exclusive use of the facility. At its meeting on May 16, 2023, the Council approved the updated draft License agreement for the 1-year exclusive use of the Armory.

On March 31, 2023, Governor Newsom issued Executive Order N-6-23 to support Tulare Lake Basin flood response, which streamlines State preparation, response and recovery actions and supports local flood response efforts and assist in preparing communities for the impacts of snowmelt runoff in the months ahead.

On April 3, 2023, President Biden granted a Major Disaster Declaration for the State of California, triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides that occurred February 21, 2023, and continuing. Monterey and Tulare counties were designated in the Major Disaster Declaration for both Individual and Public Assistance, as well as Hazard Mitigation. On July 14, 2023, the Federal Emergency Management Agency (FEMA) made the determination to close the incident period effective July 10, 2023. Although the incident period has been closed, businesses and individuals may still apply for federal disaster assistance through September 1, 2023.

On May 17, 2023, Governor Newsom issued Executive Order N-7-23 to support Tulare Lake Basin flood response, which extends flood diversion and groundwater recharge flexibilities implemented for the Tulare Lake Basin, including Kern River floodwater to be allowed into the California Aqueduct.

On August 4, 2023, Governor Newsom issued Executive Order N-10-23 to streamline levee repairs and debris removal to help local communities recover from flooding and prepare for the next wet season.

At its meeting on April 4, 2023, the Council approved Resolution No. 15-2023, which authorized the appropriation of funds from the Catastrophic/Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services and other necessary expenditures. At its meeting on April 18, 2023, the Council approved two emergency expenditures that exceeded \$5,000 in their acquisition, which included additional Water Rescue Equipment for the Fire Department (\$6,417.70) and the 30-day rental of two mobile shower/restroom units (\$13,151) for the Armory TEP due to the facility's restrooms and showers not being compliant with the

Americans with Disabilities Act (ADA). At its meeting on May 2, 2023, the Council approved two additional emergency expenditures that exceeded \$5,000 in their acquisition, which included a trailer-mounted 6" dewatering and sewage pump (\$77,396.67), and local trucking services of riprap material (\$5,436.00), both for the Public Works Department.

In support of two private personnel providing nightly security at the Armory as it continues to function as a temporary evacuation point and shelter, City staff has secured TopKnotch Security, Inc. as the security services provider. TopKnotch provided an agreement for security services for approximately \$18,000 per month (2 personnel at \$25/hour for 12 hours per day for 30 days per month), which the Council approved at its meeting on June 6, 2023. Due to violations by TopKnotch Security of its agreement with the City for security services, City staff terminated the agreement effective immediately on Friday, July 14, 2023, causing the Police Department to provide security services at the Armory on Friday, July 14 through Sunday, July 16, 2023. Beginning on Monday, July 17, 2023, Good Guard Security, Inc. began providing security services, which at its meeting on July 18, 2023, the Council approved an agreement for security services for approximately \$21,000 per month (2 personnel at \$28.95/hour for 12 hours per day for 30 days per month).

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

ATTACHMENTS:

1. Declaration of Local Emergency - March 13, 2023
2. Resolution No. 11-2023
3. Rio Vista Avenue Mandatory Evacuation Order - March 16, 2023
4. Tule River Banks Mandatory Evacuation Order - March 19, 2023
5. Governor Newsom Executive Order N-6-23
6. Governor Newsom Executive Order N-7-23
7. Governor Newsom Executive Order N-10-23
8. Federal Disaster Declaration Fact Sheet - April 3, 2023
9. License to Use State Military Property - April 14, 2023
10. City and County Memorandum of Understanding for Shelter Support
11. County of Tulare CalOES Shelter Support Request Letter - April 14, 2023
12. License to Use State Military Property - May 16, 2023
13. Federal Disaster Declaration Notice - July 14, 2023
14. Resolution No. 15-2023
15. Rescue Source & Rescue 3 Invoice: Water Rescue

- Equipment
16. Royal Restrooms Invoice: Mobile Shower-Restroom Units
 17. Rain for Rent Pump Invoice
 18. Mike Clark Trucking Invoice
 19. TopKnotch Security, Inc. Agreement
 20. Good Guard Security, Inc. Agreement
 21. Municipal Code Chapter 9 - Civil Defense and Disaster
 22. California Government Code 8558
 23. Armory 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:

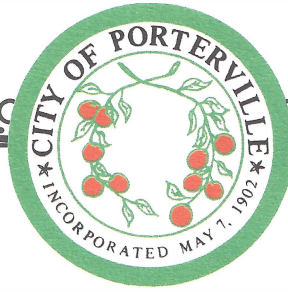
Fernando Gabriel-Moraga, Deputy City Clerk

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.

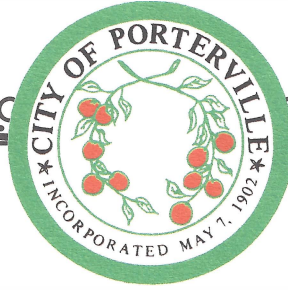
Jake Castellow
Chief of Police

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

Porterville Police Department Mission Statement

The members of the Porterville Police Department are committed to the safety and security of the community while providing quality service with excellence, honesty and integrity.

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.

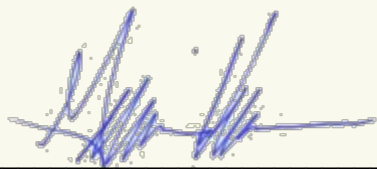
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

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).

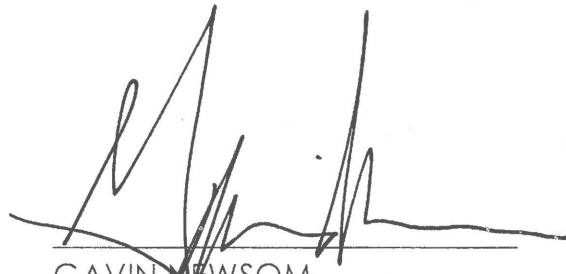
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation 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,



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(559) 624-7495 Telephone (559) 737-4692 Facsimile

fed, and warm. The State's cooperation in keeping funding and support from the Department of Social Services and VEST beyond the initial two weeks available for emergency sheltering of Tulare County Residents is vital. Your support in ensuring ongoing funding and logistical support for these critical emergency protective measures is greatly appreciated.

Sincerely,

A handwritten signature in black ink, reading "Andrew Lockman".

Andrew Lockman
Office of Emergency Services Manager



LICENSE NUMBER	1221
----------------	------

LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below in Section III; "Notification".

3. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
4. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
5. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
6. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
7. STATE infrastructure shall supply PREMISES with utilities, but LICENSEE will transfer utility accounts into its name for payment: electric, sewer, water, refuse collection.
8. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
9. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
10. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
11. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
12. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
13. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
14. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. In order to provide a variety of health, medical or other services to homeless citizens, LICENSEE may provide on-site program management through either LICENSEE employees, agents, volunteers or contracted services.
2. The armory facility will be available twenty-four (24) hours each day unless otherwise amended in writing by the STATE.
3. LICENSEE is solely responsible for protecting employees, patrons, agents, clients, or invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
4. LICENSEE agrees to maintain PREMISES in a clean and habitable condition, which includes exterior landscape maintenance and removal of all litter, trash, cans, bottles, etc. from the site not less than once per day.
5. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
6. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator.
7. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES use.
8. If significant plumbing issues occur due to continued actions of clients, LICENSEE will provide portable latrines, at its sole cost and expense, for the duration of the contract.
9. LICENSEE shall take all necessary steps to ensure clients do not constitute a nuisance in the immediate vicinity of the facility during hours of operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
10. LICENSEE shall supply consumable sanitary items and paper products, which include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. If requested (necessary), the County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation
11. Pets of clients occupying PREMISES or participating in provided services are prohibited inside the PREMISES, with the exception of those meeting the definition of "service animal" in Section XV below.
12. LICENSEE shall ensure clients provide valid vehicle registration and insurance BEFORE parking their vehicle in PREMISES parking area.
13. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:

SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the

part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Utility accounts will be transferred to LICENSEE, which will directly pay utility costs on an as-incurred basis.

VII.

TERM

License shall take effect no earlier than May 5, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) May 4, 2024.

VIII.

AMENDMENT AND TERMINATION

AGREEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGREEMENT may be terminated by either party upon 30 days' written notification to the other party at the addresses previously given in Section III; "Notification". Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX.

ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X.

DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI.

RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII.

ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental

provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability**:

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under the ADA**. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

FOR THE ADJUTANT GENERAL



CITY OF PORTERVILLE

DATE: _____

DATE: 05/17/2023



FEMA

4699-DR-CA Amendment 006



English

Notice Date	July 10, 2023
--------------------	---------------

Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4699-DR]

[Docket ID FEMA-2023-0001]

California; Amendment No. 6 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of California (FEMA-4699-DR), dated April 3, 2023, and related determinations.

DATE: This amendment was issued July 14, 2023.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: Notice is hereby given that the incident period for this disaster is closed effective July 10, 2023.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Deanne Criswell,

Administrator,

Federal Emergency Management Agency.

Last updated July 14, 2023

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**National
Terrorism
Advisory
System**

RESOLUTION NO. 15 -2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE
CATASTROPHIC / EMERGENCY RESERVE FOR THE COSTS ASSOCIATED
WITH THE RESPONSE TO THE LOCAL FLOOD EMERGENCY**

WHEREAS: Pursuant to Chapter 9 of the Porterville Municipal Code, Mayor Martha A. Flores declared the existence of a local emergency within the City of Porterville on March 13, 2023 due to the threat to life and property caused by a series of storms impacting Success Lake significantly increasing the Tule River flows; and

WHEREAS: Flood water and water from Success Lake had caused evacuation warnings and mandatory evacuation orders in the month of March for some local residents; and

WHEREAS: Historic water levels and flows of the Tule River have caused erosion to the river banks, prompting City staff to take extraordinary measures to protect the riverbanks and avoid potentially catastrophic flooding;

WHEREAS: The significant threat of local flooding emergency continues to exist with the estimated snow pack in the Sierra Nevada mountains of more than three hundred percent (300%) of normal and the potential for a warm storm or heat wave this Spring; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.2, established the Catastrophic / Emergency Reserve Fund for the purpose of providing funds to mitigate costs associated with unforeseen emergencies, including natural disasters or catastrophic events;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the local flood emergency is an unforeseen and unavoidable event that require the expenditure of City resources beyond those provided for in the annual budget; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of funds from the Catastrophic / Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services, and other necessary expenditures; and
3. That the City Council authorize the replacement of funds from any grant funds that may be used to reimburse said costs.

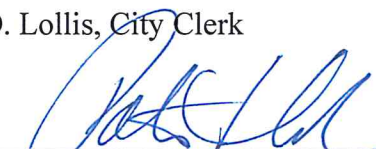
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 4th day of April, 2023.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

By: _____

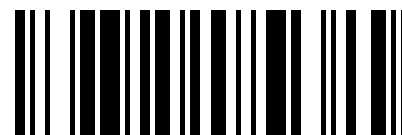
Fernando Gabriel-Moraga, Deputy City Clerk

Invoice

Calwen Inc. dba Rescue Source & Rescue 3 Intl

Calwen Inc. dba Rescue Source & Rescue 3
P.O. Box 1050
Wilton, CA 95693
Phone: 916-687-6556
Fax: 916-687-6717
Email: info@rescuesource.com

Order #	Date
131282	03/20/2023



Bill To: PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257 Phone: 559-782-7526 Email: jrodriguez@ci.porterville.ca.us	Ship To: PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257 Contact: JANIE RODRIGUEZ PO Number: 23-22733
Customer: PORTERVILLE FIRE DEPARTMENT	

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
MELISSA	NET 30	Origin	UPS Next Day Air		03/20/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Kit	KT2210	PFD TYPE V PACKAGE	\$250.00	20 ea	\$ 5,000.00
2	Sale	PF4026R	NRS 2022 RAPID RESCUER RED	\$0.00	20 ea	\$ 0.00
3	Sale	KN2556OR	NRS PILOT KNIFE ORANGE	\$0.00	20 ea	\$ 0.00
4	Sale	WH7905	WHISTLE-RESCUE 3 LOGO WITH COIL	\$0.00	20 ea	\$ 0.00
5	Sale	HL7050HVL/XL	RQ3 STORM PRO HELMET HI VIS LARGE/XLARGE	\$32.00	20 ea	\$ 640.00
6	Shipping	Freight	Freight Out	\$256.00	1 ea	\$ 256.00
7	Sale	Tax Expense	Tax Expense	\$521.70	1 ea	\$ 521.70

Subtotal:	\$6,417.70
Sales Tax:	\$0.00
Total:	\$6,417.70

Thank you for your order.
If you have any questions please call 800-457-3728
or e-mail info@rescuesource.com.

Royal Restrooms

A Regal Portable Restroom Experience

INVOICE # 04-12-2023

BILL TO: Portable Restrooms

dmoore@ci.porterville.ca.us

(559) 782-7539

Livermore, Ca 94551

Fax:(925) 337-8878

Cage Code 5HJ93

DESCRIPTION	T	AMOUNT
1 Single ADA Shower/Restroom Combo	t	\$4,250.00
1 Three Stall Shower/Restroom Combo	t	\$4,850.00
Delivery	t	\$100.00
Installation and Removal		\$2,500.00
Before/After Hours or Same Day Services		\$600.00

Due upon receipt-----For Royal Restrooms of California [W9 Click here.](#)

Make all checks payable to Royal Restrooms of California. If payment is not received per terms of agreement signed, applicable late fees will be applied. If you have any questions concerning this invoice, call Us at 877-922-9980 california@royalrestroomscs.com

THANK YOU FOR YOUR BUSINESS!

TAXABLE SUBTOTAL	\$9,200.00
TAX RATE	9.250%
SALES TAX	\$851.00
NON TAXABLE SUBTOTAL	\$3,100.00
TOTAL	\$13,151.00

TOTAL



INVOICE

24/7 Emergency 800-742-7246
www.rainforrent.com

Rain For Rent
Bakersfield
4001 State Rd
Bakersfield CA 93308
United States
661-399-1724

Your sales person	REMIT PAYMENTS TO:
JESSE PINTOR	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1169502 CUSTOMER CITY OF PORTERVILLE CUSTOMER # 112354 NAME CITY OF PORTERVILLE ADDRESS 291 N MAIN ST PORTERVILLE CA 93257 PHONE	INVOICE# 1854595	INVOICE DATE 3/30/2023	PO or JOB# 23-22734	PAYMENT DUE 4/29/2023
PLEASE PAY				\$77,396.67
SHIPPED TO JOBSITE:				
NAME CITY OF PORTERVILLE ADDRESS Corporation Yard 555 N Prospect St Porterville CA 93257 PHONE				

Notes:

Requested by: Michael Knight
PO Number: 23-22734

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Pump BA150E D285 Tlr Mt Diesel Eng Hatz 4H50TIC	1022734		SALES		0.00	\$65,685.06	\$65,685.06	Y
1.00	EA	Shipping/Handling Freight	M240			SERVICES	0.00	\$5,158.57	\$5,158.57	Y

TOTAL SALES:	\$65,685.06
TOTAL RENTALS:	\$0.00
TOTAL SERVICES:	\$5,158.57
TOTAL OTHER:	\$0.00
SUBTOTAL:	\$70,843.63
TAX:	\$6,553.04

TOTAL:	\$77,396.67
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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.

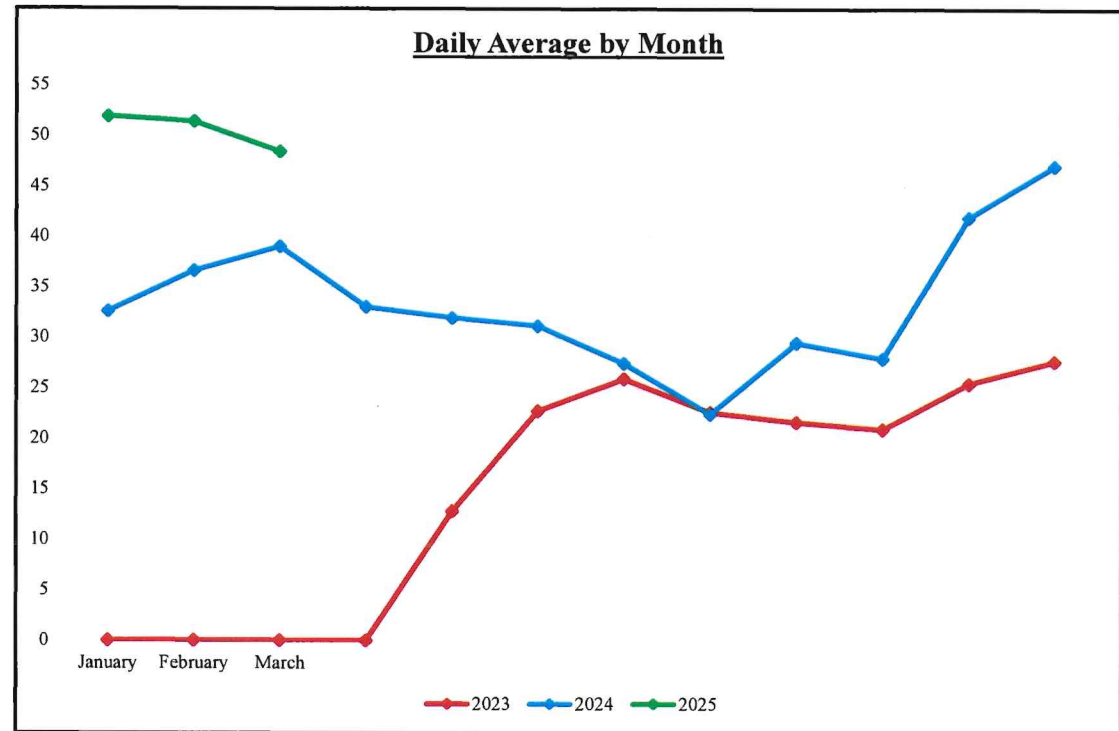
(c) (1) “Local emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, 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	51.87
February	-	36.59	51.36
March	-	39.00	48.40
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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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 8, 2023	18	2	4
Saturday, September 9, 2023	19	2	4
Sunday, September 10, 2023	20	2	5
Monday, September 11, 2023	20	2	5
Tuesday, September 12, 2023	24	2	5
Wednesday, September 13, 2023	24	2	5
Thursday, September 14, 2023	21	2	5
Friday, September 15, 2023	26	2	5
Saturday, September 16, 2023	28	2	5
Sunday, September 17, 2023	26	2	5
Monday, September 18, 2023	22	2	5
Tuesday, September 19, 2023	24	2	5
Wednesday, September 20, 2023	26	2	5
Thursday, September 21, 2023	30	2	5

Friday, September 22, 2023	23	2	5
Saturday, September 23, 2023	20	2	5
Sunday, September 24, 2023	26	2	5
Monday, September 25, 2023	20	2	4
Tuesday, September 26, 2023	20	2	4
Wednesday, September 27, 2023	24	2	4
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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
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Monday, October 23, 2023	22	2	5
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Wednesday, October 25, 2023	19	2	5
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Friday, October 27, 2023	21	1	3
Saturday, October 28, 2023	21	1	3
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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
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Monday, November 20, 2023	29	0	3
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Thursday, December 7, 2023	30	0	3
Friday, December 8, 2023	29	0	3
Saturday, December 9, 2023	25	0	3
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Sunday, December 17, 2023	29	0	3

Monday, December 18, 2023	26	0	3
Tuesday, December 19, 2023	25	1	3
Wednesday, December 20, 2023	31	0	3
Thursday, December 21, 2023	28	0	3
Friday, December 22, 2023	32	0	3
Saturday, December 23, 2023	29	0	3
Sunday, December 24, 2023	30	0	3
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Wednesday, December 27, 2023	24	0	3
Thursday, December 28, 2023	28	0	3
Friday, December 29, 2023	23	0	3
Saturday, December 30, 2023	25	0	3
Sunday, December 31, 2023	28	0	3
Monday, January 1, 2024	24	0	3
Tuesday, January 2, 2024	24	0	3
Wednesday, January 3, 2024	29	0	3
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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
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Sunday, January 14, 2024	34	0	3
Monday, January 15, 2024	39	0	3

Tuesday, January 16, 2024	38	0	4
Wednesday, January 17, 2024	33	0	4
Thursday, January 18, 2024	33	0	4
Friday, January 19, 2025	33	0	4
Saturday, January 20, 2024	36	0	4
Sunday, January 21, 2024	38	0	4
Monday, January 22, 2024	36	1	4
Tuesday, January 23, 2024	34	1	4
Wednesday, January 24, 2024	32	1	4
Thursday, January 25, 2024	38	1	4
Friday, January 26, 2025	35	1	4
Saturday, January 27, 2024	32	1	4
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Monday, January 29, 2024	34	1	4
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Wednesday, January 31, 2024	36	1	5
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Friday, February 2, 2024	36	1	5
Saturday, February 3, 2024	27	1	5
Sunday, February 4, 2024	33	1	5
Monday, February 5, 2024	29	1	5
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Wednesday, February 7, 2024	37	1	5
Thursday, February 8, 2024	34	1	5
Friday, February 9, 2024	37	0	5
Saturday, February 10, 2024	38	0	5
Sunday, February 11, 2024	39	0	5
Monday, February 12, 2024	35	0	5
Tuesday, February 13, 2024	38	0	5

Wednesday, February 14, 2024	37	0	5
Thursday, February 15, 2024	35	0	5
Friday, February 16, 2024	38	0	5
Saturday, February 17, 2024	40	0	5
Sunday, February 18, 2024	38	0	5
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Tuesday, February 20, 2024	43	0	5
Wednesday, February 21, 2024	36	0	5
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Sunday, February 25, 2024	38	0	5
Monday, February 26, 2024	37	0	5
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Wednesday, February 28, 2024	41	0	9
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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
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Tuesday, March 12, 2024	42	0	9
Wednesday, March 13, 2024	40	0	9

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Friday, March 15, 2024	42	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
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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
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Friday, March 29, 2024	45	0	9
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Wednesday, April 3, 2024	38	0	9
Thursday, April 4, 2024	38	0	9
Friday, April 5, 2024	31	0	9
Saturday, April 6, 2024	28	0	9
Sunday, April 7, 2024	33	0	9
Monday, April 8, 2024	38	0	9
Tuesday, April 9, 2024	41	0	9
Wednesday, April 10, 2024	39	0	9
Thursday, April 11, 2024	34	0	9

Friday, April 12, 2024	33	0	9
Saturday, April 13, 2024	38	0	9
Sunday, April 14, 2024	36	0	9
Monday, April 15, 2024	31	0	9
Tuesday, April 16, 2024	34	0	9
Wednesday, April 17, 2024	34	0	9
Thursday, April 18, 2024	33	0	9
Friday, April 19, 2024	29	0	9
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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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Friday, May 3, 2024	29	0	9
Saturday, May 4, 2024	29	0	9
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Sunday, May 12, 2024	30	0	9
Monday, May 13, 2024	32	0	9
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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
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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
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Saturday, July 6, 2024	29	0	9
Sunday, July 7, 2024	32	0	10

Monday, July 8, 2024	36	0	11
Tuesday, July 9, 2024	34	0	10
Wednesday, July 10, 2024	35	0	9
Thursday, July 11, 2024	35	0	9
Friday, July 12, 2024	26	0	8
Saturday, July 13, 2024	31	0	9
Sunday, July 14, 2024	35	0	10
Monday, July 15, 2024	36	0	11
Tuesday, July 16, 2024	33	0	10
Wednesday, July 17, 2024	29	0	9
Thursday, July 18, 2024	19	0	7
Friday, July 19, 2024	20	0	7
Saturday, July 20, 2024	22	0	8
Sunday, July 21, 2024	22	0	8
Monday, July 22, 2024	24	0	8
Tuesday, July 23, 2024	26	0	8
Wednesday, July 24, 2024	23	0	7
Thursday, July 25, 2024	24	0	8
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Saturday, July 27, 2024	22	0	7
Sunday, July 28, 2024	23	0	7
Monday, July 29, 2024	23	0	7
Tuesday, July 30, 2024	21	0	7
Wednesday, July 31, 2024	21	0	7
Thursday, August 1, 2024	20	0	7
Friday, August 2, 2024	22	0	7
Saturday, August 3, 2024	18	0	7
Sunday, August 4, 2024	21	0	7
Monday, August 5, 2024	20	0	7

Tuesday, August 6, 2024	22	0	5
Wednesday, August 7, 2024	25	0	6
Thursday, August 8, 2024	25	0	8
Friday, August 9, 2024	20	0	4
Saturday, August 10, 2024	16	0	4
Sunday, August 11, 2024	23	0	5
Monday, August 12, 2024	31	0	7
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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
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Wednesday, August 21, 2024	23	0	3
Thursday, August 22, 2024	24	0	3
Friday, August 23, 2024	29	0	3
Saturday, August 24, 2024	18	0	2
Sunday, August 25, 2024	30	0	3
Monday, August 26, 2024	16	0	2
Tuesday, August 27, 2024	21	0	3
Wednesday, August 28, 2024	23	0	2
Thursday, August 29, 2024	24	0	3
Friday, August 30, 2024	23	0	3
Saturday, August 31, 2024	27	0	2
Sunday, September 1, 2024	27	0	3
Monday, September 2, 2024	27	0	2
Tuesday, September 3, 2024	21	0	3

Wednesday, September 4, 2024	22	0	3
Thursday, September 5, 2024	27	0	3
Friday, September 6, 2024	33	0	4
Saturday, September 7, 2024	37	0	4
Sunday, September 8, 2024	28	0	3
Monday, September 9, 2024	32	0	4
Tuesday, September 10, 2024	33	0	3
Wednesday, September 11, 2024	22	0	3
Thursday, September 12, 2024	27	0	3
Friday, September 13, 2024	37	0	4
Saturday, September 14, 2024	33	0	4
Sunday, September 15, 2024	38	0	4
Monday, September 16, 2024	33	0	4
Tuesday, September 17, 2024	34	0	4
Wednesday, September 18, 2024	30	0	3
Thursday, September 19, 2024	33	0	4
Friday, September 20, 2024	20	0	2
Saturday, September 21, 2024	21	0	2
Sunday, September 22, 2024	22	0	3
Monday, September 23, 2024	35	0	4
Tuesday, September 24, 2024	33	0	4
Wednesday, September 25, 2024	34	0	3
Thursday, September 26, 2024	30	0	3
Friday, September 27, 2024	27	0	3
Saturday, September 28, 2024	28	0	3
Sunday, September 29, 2024	29	0	3
Monday, September 30, 2024	33	0	3
Tuesday, October 1, 2024	31	0	3
Wednesday, October 2, 2024	40	0	4

Thursday, October 3, 2024	31	0	3
Friday, October 4, 2024	31	0	3
Saturday, October 5, 2024	30	0	3
Sunday, October 6, 2024	27	0	3
Monday, October 7, 2024	25	0	2
Tuesday, October 8, 2024	28	0	2
Wednesday, October 9, 2024	26	0	2
Thursday, October 10, 2024	30	0	2
Friday, October 11, 2024	30	0	2
Saturday, October 12, 2024	32	0	3
Sunday, October 13, 2024	27	0	2
Monday, October 14, 2024	27	0	2
Tuesday, October 15, 2024	20	3	2
Wednesday, October 16, 2024	29	0	2
Thursday, October 17, 2024	26	0	2
Friday, October 18, 2024	28	0	2
Saturday, October 19, 2024	27	0	2
Sunday, October 20, 2024	27	0	2
Monday, October 21, 2024	28	0	2
Tuesday, October 22, 2024	28	0	2
Wednesday, October 23, 2024	23	0	2
Thursday, October 24, 2024	29	0	2
Friday, October 25, 2024	31	0	2
Saturday, October 26, 2024	30	0	2
Sunday, October 27, 2024	23	0	2
Monday, October 28, 2024	26	0	2
Tuesday, October 29, 2024	27	0	2
Wednesday, October 30, 2024	27	0	2
Thursday, October 31, 2024	24	0	2

Friday, November 1, 2024	30	0	3
Saturday, November 2, 2024	24	0	2
Sunday, November 3, 2024	34	0	3
Monday, November 4, 2024	30	0	2
Tuesday, November 5, 2024	30	0	2
Wednesday, November 6, 2024	32	0	2
Thursday, November 7, 2024	34	0	3
Friday, November 8, 2024	30	0	2
Saturday, November 9, 2024	32	0	3
Sunday, November 10, 2024	36	0	3
Monday, November 11, 2024	42	0	3
Tuesday, November 12, 2024	48	0	3
Wednesday, November 13, 2024	41	0	2
Thursday, November 14, 2024	45	0	3
Friday, November 15, 2024	45	0	3
Saturday, November 16, 2024	49	0	3
Sunday, November 17, 2024	49	0	3
Monday, November 18, 2024	49	0	3
Tuesday, November 19, 2024	51	0	5
Wednesday, November 20, 2024	46	0	4
Thursday, November 21, 2024	46	0	3
Friday, November 22, 2024	57	0	6
Saturday, November 23, 2024	48	0	5
Sunday, November 24, 2024	45	0	5
Monday, November 25, 2024	42	0	4
Tuesday, November 26, 2024	51	0	5
Wednesday, November 27, 2024	43	0	4
Thursday, November 28, 2024	50	0	5
Friday, November 29, 2024	49	0	5

Saturday, November 30, 2024	51	0	5
Sunday, December 1, 2024	56	0	6
Monday, December 2, 2024	45	0	4
Tuesday, December 3, 2024	53	0	6
Wednesday, December 4, 2024	47	0	4
Thursday, December 5, 2024	58	0	6
Friday, December 6, 2024	36	0	4
Saturday, December 7, 2024	53	0	5
Sunday, December 8, 2024	47	0	4
Monday, December 9, 2024	47	0	4
Tuesday, December 10, 2024	45	0	4
Wednesday, December 11, 2024	44	0	4
Thursday, December 12, 2024	44	0	4
Friday, December 13, 2024	52	0	5
Saturday, December 14, 2024	39	0	4
Sunday, December 15, 2024	44	0	4
Monday, December 16, 2024	51	0	5
Tuesday, December 17, 2024	50	0	4
Wednesday, December 18, 2024	53	0	5
Thursday, December 19, 2024	46	0	4
Friday, December 20, 2024	45	0	5
Saturday, December 21, 2024	43	0	4
Sunday, December 22, 2024	42	0	4
Monday, December 23, 2024	41	0	4
Tuesday, December 24, 2024	44	0	4
Wednesday, December 25, 2024	40	0	4
Thursday, December 26, 2024	51	0	5
Friday, December 27, 2024	55	0	5
Saturday, December 28, 2024	47	0	4

Sunday, December 29, 2024	44	0	4
Monday, December 30, 2024	50	0	5
Tuesday, December 31, 2024	47	0	4
Wednesday, January 1, 2025	50	0	5
Thursday, January 2, 2025	45	0	4
Friday, January 3, 2025	41	0	4
Saturday, January 4, 2025	51	0	5
Sunday, January 5, 2025	42	0	4
Monday, January 6, 2025	45	0	4
Tuesday, January 7, 2025	51	0	5
Wednesday, January 8, 2025	52	0	5
Thursday, January 9, 2025	56	0	6
Friday, January 10, 2025	45	0	5
Saturday, January 11, 2025	54	0	5
Sunday, January 12, 2025	48	0	4
Monday, January 13, 2025	54	0	6
Tuesday, January 14, 2025	57	0	6
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
Tuesday, January 28, 2025	55	0	6
Wednesday, January 29, 2025	51	0	5
Thursday, January 30, 2025	48	0	5
Friday, January 31, 2025	45	0	5
Saturday, February 1, 2025	48	0	6
Sunday, February 2, 2025	53	0	6
Monday, February 3, 2025	52	0	6
Tuesday, February 4, 2025	42	0	6
Wednesday, February 5, 2025	40	0	6
Thursday, February 6, 2025	45	0	6
Friday, February 7, 2025	48	0	7
Saturday, February 8, 2025	47	0	7
Sunday, February 9, 2025	45	0	7
Monday, February 10, 2025	52	0	7
Tuesday, February 11, 2025	55	0	7
Wednesday, February 12, 2025	53	0	7
Thursday, February 13, 2025	54	0	7
Friday, February 14, 2025	57	0	8
Saturday, February 15, 2025	50	0	7
Sunday, February 16, 2025	57	0	8
Monday, February 17, 2025	61	0	8
Tuesday, February 18, 2025	59	0	8
Wednesday, February 19, 2025	55	0	7
Thursday, February 20, 2025	51	0	7
Friday, February 21, 2025	58	0	8
Saturday, February 22, 2025	51	0	7
Sunday, February 23, 2025	59	0	8
Monday, February 24, 2025	50	0	7

Tuesday, February 25, 2025	53	0	8
Wednesday, February 26, 2025	55	0	8
Thursday, February 27, 2025	46	0	7
Friday, February 28, 2025	42	0	7
Saturday, March 1, 2025	41	0	6
Sunday, March 2, 2025	44	0	7
Monday, March 3, 2025	57	0	8
Tuesday, March 4, 2025	50	0	8
Wednesday, March 5, 2025	44	0	7
Thursday, March 6, 2025	49	0	7
Friday, March 7, 2025	48	0	7
Saturday, March 8, 2025	56	0	8
Sunday, March 9, 2025	47	0	7



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Council Discussion and Review of Sewer Rates on Non-Residential Institutional Customer Class Churches

SOURCE: Public Works

COMMENT: On February 4, 2025, the City Council directed staff to examine the effects of the adopted sewer rates on Commercial Institutional accounts, specifically the classification of churches. The sewer rate adjustments, implemented on January 1, 2024, were based on the findings of the 2022 Sewer Rate Study conducted by Carollo Engineers. These increases were necessary to sustain wastewater operations, cover capital costs, and meet regulatory compliance.

According to the 2022 Wastewater Rate Study, churches were classified under the Non-Residential Customer Class, resulting in a sewer rate increase from \$0.42 per HCF to \$2.90 per HCF in 2023/24, with additional annual increases planned through 2027/28. This represents a 973.8% increase throughout the rate-setting period.

Sewer charges are based on total water consumption, under the assumption that all water used on a property returns to the sewer system. However, churches often have large landscaped areas requiring irrigation, leading to inflated sewer bills unless a separate irrigation meter is in place. This report provides an analysis of the financial impact of sewer rate increases on churches within Porterville. It explains the primary factors contributing to higher sewer bills for churches and presents a recommended solution to mitigate these costs through the installation of separate irrigation meters. Additionally, a financial assistance option is proposed to ease the burden of implementing this solution.

A review of 45 church accounts in the city revealed that 11 churches have dedicated landscape meters, and 17 church accounts had little to no landscape associated. Therefore, 17 churches would be recommended for initial outreach, with only 12 churches exceeding the average monthly consumption of 20 units. Churches without these meters are billed for sewer services based on their total water usage, including irrigation. This results in disproportionately high sewer charges. For example, a church consuming 66 monthly water units (17 for potable use and 49 for irrigation) is billed for all 66 units under the current structure without an irrigation meter. This results in a sewer charge of \$252.78. If a separate irrigation meter were installed, only the 17 potable units would be factored into the sewer billing, reducing the monthly charge to \$65.11.

The Proposition 218 Notice and Sewer Rate Public Hearing confirmed that the newly adopted sewer rates apply uniformly to all Non-Residential Customer Class properties. Therefore, it is critical for churches to establish irrigation meters to ensure an accurate account of consumption. It is recommended that churches install separate irrigation meters.

This approach aligns with:

- Municipal Code 25-32A.9 (Ordinance No. 1830), which mandates separate landscape meters for non-residential irrigated landscapes between 1,000 and 5,000 square feet, per California Water Code 535.
- Municipal Code 25-32A.21 (Ordinance No. 1830), which prohibits inefficient irrigation and water waste.
- State Water Resources Control Board Resolution No. 2024-0019, which promotes water efficiency measures, including climate-appropriate landscaping and reduced irrigation waste.
- Proposition 218 Guidelines, ensuring cost-based justifications for rate structures.

The estimated cost of installing a 1.5-inch landscape meter with a backflow preventer is approximately \$1,680 (current rates). This includes connection fees, materials, and city-force labor. Given the potential cost savings, the typical payback period for installation would be approximately 12 months. A review of impacted churches indicates that many facilities could save between \$200 and \$500 per month on sewer costs, depending on their irrigation usage. Some more significant properties could see annual savings exceeding \$5,000, demonstrating the financial feasibility of implementing landscape meters.

Recognizing the financial impact on churches, staff proposes a financing option should the customer choose to spread the meter installation cost over three years by agreement. This aligns with Municipal Code 25-32.1 (Ordinance No. 901), which allows the City Council to establish provisions for installment payments on water connection fees over a period of up to three years with any provisions set by Council through Resolution.

Next Steps for Council consideration:

1. Staff Outreach: Notify affected churches and provide guidance on the installation process.
2. Financial Assistance Implementation: Establish procedures for deferred payment options in accordance with the intent of Municipal Code 25-32.1 (Ordinance No. 901).
3. Policy Review: Ensure compliance with state regulations and water conservation goals.

Implementing a separate irrigation meter offers a viable solution to mitigate high sewer costs for churches while promoting water conservation. This approach aligns with regulatory requirements and enhances financial sustainability for affected institutions. Staff recommends moving forward with outreach and assistance programs to facilitate this transition.

RECOMMENDATION: That the City Council:

1. Consider and discuss the evaluation of Sewer Rates on the Institutional customer class churches;
2. Direct staff to perform outreach to notify affected churches and provide guidance on the meter installation process;
3. Direct staff to make financial assistance available to the impacted customer class and implement procedures for

Item No. 20.

- deferred payment options in accordance with the intent of
Municipal Code 25-32.1 (Ordinance No. 901); and
4. Direct staff to review policy, ensuring compliance with state regulations and water conservation goals.

- ATTACHMENTS:
1. Porterville 2022 Wastewater Rate Study
 2. Resolution 68-2023
 3. Ordinance 1830 Water Conservation
 4. Ordinance No. 901 Sewer and Water Line Connections
 5. State Water Resources Control Board Resolution No. 2024-0019

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Jason Ridenour, Interim City Manager



City of Porterville

Sewer Utility Rate Study

FINAL | December 2022

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Abbreviations

BOD	biological oxygen demand
Carollo	Carollo Engineers, Inc.
CIP	Capital Improvement Program
City	City of Porterville
FYE	fiscal year ending
HCF	hundred cubic feet
lbs/day	pounds per day
MG	million gallons
mg/L	milligrams per liter
mgd	million gallons per day
O&M	Operations and Maintenance
RCNLD	Replacement Cost New Less Depreciation
SRF	Sewer Revolving Fund
Study	2022 Sewer Utility Rate Study
TSS	Total Suspended Solids
WEF	Water Environment Federation
WWTF	Wastewater Treatment Facility
WWTFR	Wastewater Treatment Facility Capital Fund

1.0 Introduction

1.1 City of Porterville Service Area Overview

The City of Porterville (City) provides wastewater services for all residential, commercial, and industrial discharges within the city. East Porterville's sanitary sewer service is managed by the Porter Vista Public Utilities District but treated at the City's wastewater treatment facility (WWTF). The City owns and maintains approximately 2,278 manholes, 24 lift stations, 9,980 feet of force mains, and over 48 miles of gravity sewer pipes to receive, treat, and dispose of approximately 4.69 million gallons per day (mgd) of wastewater. The WWTF has significantly expanded its capacity over time with an original capacity of 1.8 mgd in 1954 to its current capacity, since 1994, of 8.0 mgd. However, a discharge order restricts the monthly average daily discharge to 5.3 mgd. Treated effluent is pumped through a 4.5-mile pipeline to the southwest area of town where it is applied to effluent irrigation areas or percolated into the ground via percolation basins during winter months.

1.2 Study Background

1.2.1 Purpose and Key Drivers

The City retained Carollo Engineers, Inc., (Carollo), an independent rate consultant, to conduct a Sewer Utility Rate Study (Study) for the City's sewer rates for residential, commercial, industrial, and septic waste haulers. This Study is driven largely by the need for an updated analysis with sewer rates based on currently relevant assumptions, allocations, revenues, expenses, and capital improvements. The City's last sewer utility rate study was conducted in 2003 with the intent of establishing and implementing rates that would sufficiently recover annual wastewater operations for the first time, as the City was drawing down its operating and capital fund reserves and introduced a new structure that provided improved rate equity among customer classes. The analysis resulted in recommending significant rate increases, phased in over a three-year period, including a 30-year debt financing plan which the City is currently repaying.

Significant upcoming capital costs are also driving the reason for this Study. The sewer infrastructure and WWTF capital improvement programs (CIP) will incur much of its costs earlier in the study period (FY 2024 and FY 2025), while the lift station upgrade and digester improvements are notable exceptions that will remain annual expenses throughout the study period (FY 2031). For purposes of this Study, the City has identified capital projects totaling nearly \$123 million over the duration of the study period (FY 2021 to FY 2031), which will be recovered through a combination of proceeds from previous debt issuances, developer fees, and rates/cash reserves. While the City is not planning to finance these projects with additional debt issuances, it does have existing debt obligations that will continue to be paid through FY 2049. Lastly, the City was aware of local septic haulers becoming a larger portion of their flows and strengths due to the City's significantly lower rate charged per thousand gallons when compared to that of neighboring utilities. Therefore, the City sought to appropriately increase their septic rates to those more in alignment and commensurate with the actual costs the City incurs to treat their flows and strengths.

1.3 Rate Development Process Overview

1.3.1 Step-By-Step Rate Development Approach

Carollo used an industry standard step-by-step approach when reviewing the City's sewer rates. This approach is consistent with industry standards established within the Water Environment Federation's (WEF) *Manual of Practice No. 27 Financing and Charges for Wastewater Systems*. This step-by-step approach is summarized and outlined in Figure 1.

1.3.1.1 Revenue Requirements Overview

The revenue requirements analysis tests the utility's fiscal health. It compares the City's forecasted revenues to its forecasted operations and maintenance (O&M) expenses, capital improvement costs, debt service, and reserve policies to determine the adequacy of the existing rates to recover costs. If the City falls short of any of these benchmarks, then rate revenue likely needs adjustments.

Cash Flow Test

Carollo compiled the City's FY 2021 expenses (budgeted) as the base year for O&M expenses. Carollo also collected information related to current cash and restricted/unrestricted fund balances and internal and external policies, and all other future operating and non-operating revenues and expenditures. With these cost drivers established, a cash flow sufficiency test is typically used to define the annual revenues necessary in the event net cash flow at the end of each FY is negative.

Debt Coverage Test

Debt coverage is the amount of annual revenue, in excess of annual operating expenses and annual debt service, that the City must generate. This is represented as a percentage of the annual debt service and is typically outlined in the official statement for each debt issuance. The City's current annual debt coverage ratio minimum is 125 percent of annual debt service.

Reserve Funds Test

The reserve funds test reviews end of fiscal year reserve balances compared with City reserve policies. This analysis reviewed the projected reserve balances at the end of the fiscal year compared with these policy targets.

1.3.1.2 Cost of Service Overview

The goal of the cost of service evaluation is to identify an equitable and fair nexus between the costs incurred by the City and the rates assessed to each customer.

Carollo reviewed historical customer billing data to confirm the number of units connected to the system, cost drivers, and cost allocations. Carollo then identified how fixed costs versus variable costs align to functional categories.

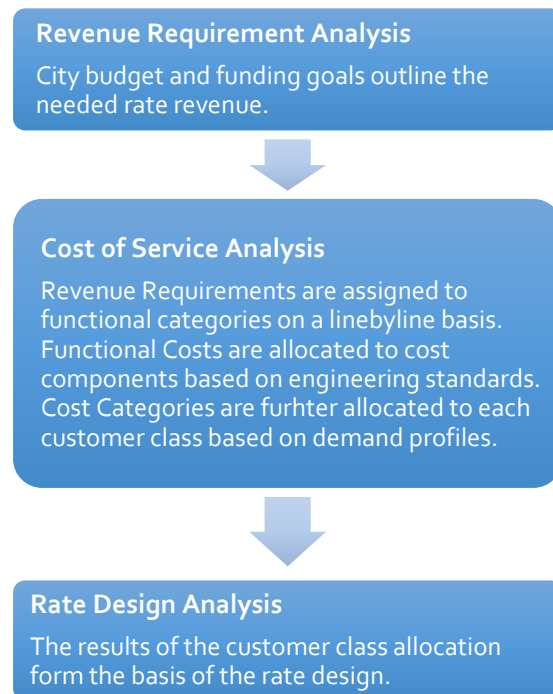


Figure 1 Overview of Rate-Setting Process

For the City, costs are primarily related to flow in million gallons (MG) and discharge/strength characteristics such as biological oxygen demand (BOD) and total suspended solids (TSS). The cost of service analysis takes the projected revenues from the previous step and allocates them to flow, BOD, TSS, and customer service functions based on the baseline system profile. These functionalized costs are allocated to each customer class in accordance with system flows and discharge/strength characteristics.

1.3.1.3 Rate Design Analysis

The Rate Design Analysis ties together the preceding steps into a final rate charged to each customer class. The rates calculated in this step incorporate the projected revenue requirements and the cost of service allocations into a fair and equitable cost recovery mechanism.

2.0 Revenue Requirements Analysis

The revenue requirements analysis has two main purposes – it serves as a means of evaluating each cost center’s fiscal health and adequacy of current rate levels; and it sets the basis for near- and long-term rate planning.

There are three tests utilized to define the recommended annual revenues necessary:

- **Cash Flow Sufficiency Test** – The cash flow test defines the amount of annual revenues that must be generated to meet annual expenditure obligations of the utility.
- **Debt Service Coverage Test** – Debt service coverage refers to the collection of revenues to meet all operating expenses and debt service obligations plus an additional multiple of that debt service. The City has a legally required minimum debt service coverage ratio of 1.25x which was used as the basis for this financial analysis. While a higher debt service coverage ratio can be more prudent and signal creditworthiness, it would likely be infeasible to incorporate an unnecessarily high ratio during other significant rate adjustment requirements.
- **Reserve Test** – End of year reserve balances for each of the City’s unrestricted reserve(s) should meet minimum target balances.

If revenues fail only one of these tests, then that respective shortfall sets the revenue increase. If multiple tests are failed, the greatest shortfall defines the required revenue increase.

Data was provided by City staff based on current projections for operating and non-operating expenditures, CIP, debt service, as well as baseline revenues. The City also provided baseline reserve balances and restricted fund targets.

2.1 Revenue Requirements Prior to Rate Increases

2.1.1 Expenditures

Table 1 and Table 2 summarize the City’s operating and non-operating expenditures forecasted during the rate-setting period (FY 2024 to FY 2028), respectively. Table 3 summarizes the City’s capital expenditures. Operating expenses are escalated by 3.0 percent annually while capital costs were provided by City staff and represent escalated dollars for their respective years.

Table 1 Operating Expenditure Forecast (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Sewer Operating System	\$1,496	\$1,541	\$1,587	\$1,635	\$1,684
Water Conservation Plant	3,305	3,405	3,507	3,612	3,720
Industrial Pre-Treatment	162	166	171	176	182
Laboratory	521	537	553	570	587
Stormwater O&M	281	290	298	307	317
Total Operating Expenses	\$5,765	\$5,938	\$6,116	\$6,300	\$6,489

Note:

(1) Totals may not tie due to rounding.

Table 2 Non-Operating Expenditure Forecast (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Interfund Transfers	\$600	\$600	\$600	\$600	\$600
Debt Service	4,592	7,000	6,999	6,997	7,000
Rate Funded Capital (PAYGO)	-	-	1,460	2,772	1,329
Total Non-Operating Expenses	\$5,192	\$7,600	\$9,059	\$10,370	\$8,929

Note:

(1) Totals may not tie due to rounding.

Table 3 Capital Expenditure Forecast (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Sewer Replacement	\$85	\$-	\$-	\$-	\$-
Island Annexation	3,050	2,580	2,420	-	-
Other Sewer Infrastructure	80	174	230	88	91
WWTF	32,187	31,090	1,093	1,596	99
Master Plans	207	214	221	229	237
Stormwater	1,545	1,591	1,639	1,688	1,739
Total Capital Expenses	\$37,154	\$35,649	\$5,603	\$3,601	\$2,166

Note:

(1) Totals may not tie due to rounding.

2.1.2 Revenues

Table 4 summarizes the City's forecasted revenues during the rate-setting period assuming no revenue increases to Charges for Service.

Table 4 Revenue Forecast Prior to Rates and Fees Increase (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Charges for Services:					
Sewer Service Charges	\$7,167	\$7,167	\$7,167	\$7,167	\$7,167
Porter Vista Revenue Offset	200	200	200	200	200
Other Revenues:					
Property Tax Assessments	187	188	189	190	191
Interest on Investments	41	42	42	42	43
Rent of Land – Agricultural	123	127	131	134	138
Sewer Dumping Charges	51	51	51	52	52
Lab Service Charges	381	383	384	386	388
Other Service Charges	5	5	5	5	5
Penalties	82	84	87	90	92
Other Revenues	5	6	6	6	6
Revenues Pre-Increase	\$8,242	\$8,252	\$8,262	\$8,272	\$8,283

Note:

(1) Totals may not tie due to rounding.

2.2 Cash Flow Test

Table 5 summarizes the City's forecasted revenues during the rate-setting period, assuming no revenue increases. The City is projected to have a cash flow deficit beginning in FY 2024.

Table 5 Cash Flow Test Prior to Rates and Fees Increase (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Total Revenues	\$8,242	\$8,252	\$8,262	\$8,272	\$8,283
Total Operating Expenses	5,765	5,938	6,116	6,300	6,489
Debt Service	4,592	7,000	6,999	6,997	7,000
Interfund Transfers	600	600	600	600	600
Rate Funded Capital (PAYGO)	–	–	1,460	2,772	1,329
Total Policy Expenditures	234	597	360	652	1,237
Cash Flow Pre-Increase	\$(2,949)	\$(5,883)	\$(7,273)	\$(9,049)	\$(8,372)

Note:

(1) Totals may not tie due to rounding.

2.3 Debt Service Coverage Test

Table 6 summarizes the debt service coverage test forecast for the rate-setting period. Debt service coverage is calculated as the ratio of the City's net income to its annual debt service. Without rate increases, the City is projected to fall below its required debt service coverage ratio of 125 percent (1.25x) in FY 2024 and beyond.

Table 6 Debt Coverage Test Prior to Rates and Fees Increase (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Total Revenues	\$8,242	\$8,252	\$8,262	\$8,272	\$8,283
Sewer Expenses	5,765	5,938	6,116	6,300	6,489
Debt Service	4,592	7,000	6,999	6,997	7,000
Debt Coverage (1.25x)	1,148	1,750	1,750	1,749	1,750
Coverage Ratio Pre-Increase	0.54x	0.33x	0.31x	0.28x	0.26x

Note:

(1) Totals may not tie due to rounding.

2.3.1 Capital Planning and Reserves

The projected reserve balances for the Sewer Operating Fund, Wastewater Treatment Facility Capital Fund (WWTFR), and Sewer Revolving Fund (SRF) are presented in Table 7 through Table 9, respectively.

Beginning reserve fund balances for FY 2024 and current targets were provided by City staff. The City is projected to meet its reserve policy targets in 2028, as shown in Table 10.

Table 7 Sewer Operating Fund Revenue Forecast Prior to Rates and Fees Increase (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Beginning Balance	\$1,188	\$867	\$1,148	\$901	\$363
Addition to Meet Min. Balance	234	597	360	652	1,237
Cash Flows	(555)	(316)	(607)	(1,190)	782
Ending Balance Prior to Transfers	867	1,148	901	363	2,381
Transfers From/(To) WWTFR	–	–	–	–	(102)
Ending Balance	\$867	\$1,148	\$901	\$363	\$2,279
Minimum Target	\$1,422	\$1,464	\$1,508	\$1,553	\$1,600

Notes:

(1) Totals may not tie due to rounding.

(2) City's minimum reserve balance is 90 days of operating expenses.

Table 8 WWTFR Revenue Forecast Prior to Rates and Fees Increase (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Beginning Balance	\$728	\$1,884	\$1,629	\$728	\$728
Transfer from Sewer Operating Fund	300	300	300	300	300
Less: Use of Funds	(300)	(1,457)	(1,202)	(300)	(300)
Ending Balance Prior to Transfers	1,884	1,629	728	728	728
Transfers From/(To) Operating	–	–	–	–	102
Ending Balance	\$1,884	\$1,629	\$728	\$728	\$830
Minimum Target	\$428	\$428	\$428	\$428	\$428

Notes:

(1) Totals may not tie due to rounding.

(2) City's minimum reserve balance is 1.0% of replacement cost new less depreciation (RCNLD).

Table 9 SRF Revenue Forecast Prior to Rates and Fees Increase (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Beginning Balance	\$4,254	\$1,800	\$1,800	\$1,800	\$1,800
Transfer from Sewer Operating Fund	300	300	300	300	300
Less: Use of Funds	(2,754)	(300)	(300)	(300)	(300)
Ending Balance Prior to Transfers	1,800	1,800	1,800	1,800	1,800
Transfers From/(To) WWTFR	–	–	–	–	94
Ending Balance	\$1,800	\$1,800	\$1,800	\$1,800	\$1,894
Minimum Target	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500

Notes:

(1) Totals may not tie due to rounding.

(2) City's minimum reserve balance is 90 days of operating expenses.

Table 10 Reserves Target Test (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Ending Operating Fund Balance	\$867	\$1,148	\$901	\$363	\$2,279
Days of O&M Expenditures	55 days	71 days	54 days	22 days	129 days
Operating Revenue Balance Above/(Under) Target	\$(555)	\$(316)	\$(607)	\$(1,190)	\$679

2.4 Revenue Requirements with Recommended Rate Increase

Based on the projected deficits in the debt service coverage test presented in Table 6, Carollo recommends annual revenue increases of 32.5 percent from FY 2024 to FY 2025 and 8.5 percent annual revenue increases from FY 2026 to FY 2028. 3.0 percent annual revenue increases are recommended throughout the remainder of the study period. The revenue plan shown in Table 11 is projected to generate sufficient revenues to meet all three financial tests and provide adequate financial capacity for unexpected future cashflow events.

Table 11 Cash Flow with Recommended Revenue (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Revenue Increase	32.5%	32.5%	8.5%	8.5%	8.5%
Baseline Rate Revenue	7,367	7,367	7,367	7,367	7,367
Revenue from Increase	2,394	5,567	6,666	7,859	9,153
Non-Operating Revenue	875	885	895	905	916
Less: Rate Increase Delay	—	—	—	—	—
Less: Expenditures	(11,191)	(14,135)	(15,535)	(17,322)	(16,655)
Cash Flow After Increases	\$(555)	\$(316)	\$(607)	\$(1,190)	\$782

3.0 Cost of Service

The cost-of-service portion of the rate analysis creates an equitable and fair basis for collecting rates from each customer class. This analysis initially allocates costs to functional categories based on how the City's system is designed and operated. These functional category costs are then allocated to each customer class based on how they use the system, as measured by the units for each functional category. For instance, customer classes with higher overall flow will be assigned a greater share of costs incurred to convey and treat that volume of flow. Classes with higher BOD or TSS concentrations in their wastewater discharge will be allocated a greater share of costs to handle and treat these constituents.

The functional cost allocation takes these projected revenue requirements and allocates them to individual functional costs related to the City's collection, treatment, and administrative processes. Each of the City's expenses are allocated based on the respective function it serves. In the City's case, these functions are flow, BOD, and TSS.

The customer class allocation takes these functional costs and further assigns them to each class based on their typical usage of the system. Classes that generate more flow or have more accounts are assigned a greater share of flow or customer service-related costs, respectively. Finally, rate design calculates a rate for each class based on the total allocated costs and the units for cost recovery.

3.1 Functional Cost Allocation

The City's last rate study, completed in 2003, developed cost allocation factors to recover previously excluded operational costs. The approach used in that study is maintained here because the City's cost driver categories are largely unchanged, however since the number of capital costs have increased significantly, the focus for this step was how to best allocate each to flow, BOD, and TSS.

Table 12 outlines the City's three cost allocation categories. Given a lack of available information to determine otherwise and to keep the calculations straightforward and replicable, individual capital costs are allocated in full, half, or equally divided in thirds across the three functions. The total allocation split for capital costs is the quotient of the summed allocated cost divided by total capital cost. Existing debt service and fixed assets are both allocated in nearly equal thirds while O&M expenses are half allocated to flow with the remaining 50 percent split equally among both BOD and TSS. Similar to the capital cost calculation, the total functional allocation percentages are the quotient of the allocated amounts divided by the total estimated costs.

Table 12 Cost Allocation Percentage Bases

Allocation Items	Flow	BOD	TSS
Operating Expenses	50.0%	25.0%	25.0%
Existing Debt Service	34.0%	33.0%	33.0%
Capital Costs	27.7%	36.2%	36.2%
Fixed Assets	34.0%	33.0%	33.0%
Total	35.0%	32.5%	32.5%

As shown in Table 12, the City's total costs are almost evenly split between flow (35.0 percent), followed by BOD and TSS (both at 32.5 percent). The functional allocation uses the full study period (FY 2022 to FY 2031) rather than the five-year rate-setting period so that rates continue recovering these anticipated costs, regardless of the particular year in which they were incurred. Results of the cost allocation are shown in Table 13.

Table 13 Cost Allocation Results (\$ thousands)

Expenditure Items	Flow	BOD	TSS
Operating Expenses	\$31,148	\$15,574	\$15,574
Existing Debt Service	20,551	19,947	19,947
Capital Costs	32,467	42,398	42,398
Fixed Assets	5,982	5,806	5,806
Total	\$90,148	\$83,725	\$83,725

Annual revenue requirements, including their allocations by functional category for the duration of the rate-setting period, are shown in Table 14.

Table 14 Functional Cost Allocations throughout the Rate-Setting Period (\$ thousands)

Functional Categories	Allocation	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Flow	35.0%	\$ 3,323	\$ 4,404	\$ 4,778	\$ 5,184	\$ 5,625
BOD	32.5%	3,087	4,090	4,437	4,815	5,224
TSS	32.5%	3,087	4,090	4,437	4,815	5,224
Total Revenue Requirement		\$9,499	\$12,585	\$13,655	\$14,815	\$16,074

3.2 Customer Class Allocation

The annual allocated revenue requirements are allocated to each customer class based on the number of units of service that each customer class has for a particular category. That calculation starts by measuring the units of service for each class. The total number of accounts, annual flow, and annual BOD and TSS loadings are shown in Table 15. This table also shows the percent of the total for each class for each particular constituent.

City staff provided Carollo with customer billing data which included the number of accounts, dwelling units, and flow (mgd) for use in development of the cost-of-service analysis as well as development of revenue under existing rates. The cost-of-service analysis determines each class's proportional contribution (through each of the three cost allocation categories; Flow, BOD, and TSS) based on billing data supplied by City staff.

Due to limited current class-specific strength data (milligrams per liter [mg/L] for BOD and TSS), Carollo maintained the existing assumed strengths used in the previous 2003 study. Those strengths are then converted into pounds per day (lbs/day) by multiplying each customer class's flow by their respective strengths (mg/L) times 8.34 pounds per gallon. These resulting pounds, by customer class, are then divided by total contributed pounds to arrive at respective allocation percentages by customer class. The most notable change since the previous study is that flows from each customer class have markedly increased while septic waste haulers have significantly increased their flows and as a result their contaminant contributions.

Table 15 Accounts, Flow, BOD, and TSS by Class

Customer Classes	Accounts	Dwelling Units	Flow		BOD			TSS		
			mgd	%	mg/L	lbs	%	mg/L	lbs	%
Residential										
Single Family Residential	11,804	39,779	3.0153	57.3%	250	6,287	56.6%	175	4,401	49.1%
Multi-Family Residential	656	7,675	1.0669	20.3%	250	2,224	20.0%	175	1,557	17.4%
Trailer Park – Spaces	263	1,178	0.1638	3.1%	250	341	3.1%	175	239	2.7%
Commercial										
Car Wash, Laundry, Packing House	23		0.0278	0.5%	100	23	0.2%	150	35	0.4%
Bars, Hotels w/o Dining	13		0.0164	0.3%	200	27	0.2%	200	27	0.3%
Stores, Offices, Markets	695		0.6105	11.6%	150	764	6.9%	150	764	8.5%
Hospital, Rest Homes	27		0.0202	0.4%	250	42	0.4%	100	17	0.2%
Multi-Unit with Cons	4		0.0013	0.0%	250	3	0.0%	150	2	0.0%
Mortuaries	2		0.0025	0.0%	800	17	0.2%	800	17	0.2%
Service Stations and Auto Repairs	63		0.0695	1.3%	180	104	0.9%	280	162	1.8%
Restaurants	98		0.0834	1.6%	800	557	5.0%	600	417	4.7%
Churches	61		0.0746	1.4%	150	93	0.8%	150	93	1.0%
Schools	51		0.0518	1.0%	130	56	0.5%	100	43	0.5%
City of Porterville	23		0.0215	0.4%	150	27	0.2%	150	27	0.3%
State Hospital	1		0.0013	0.0%	250	3	0.0%	100	1	0.0%
Industrial	15		0.0215	0.4%	150	27	0.2%	100	18	0.2%
Septic Tanks	7		0.0114	0.2%	0	512	4.6%	12,000	1,139	12.7%
Totals	13,806	48,633	5.2597			11,108			8,959	

Each of the functional categories are allocated to each customer class by multiplying the annual revenue requirements for a FY 2024 test year in Table 14 by their respective allocation percentages in Table 15. This step is repeated for each of the three constituents (Flow, BOD, TSS) thereby determining each customer class's respective FY 2024 Test Year revenue requirement, by constituent, in Table 16.

Table 16 Total Cost Allocation by Class for FY 2024 Test Year

Customer Classes	Flow	BOD	TSS	Total Rev Req
Residential				
Single Family Residential	\$1,905,248	\$1,746,947	\$1,516,201	\$5,168,396
Multi-Family Residential	674,105	618,096	536,455	1,828,656
Trailer Park – Spaces	103,484	94,886	82,353	280,722
Commercial				
Car Wash, Laundry, Packing House	\$17,572	\$6,445	\$11,986	\$36,002
Bars, Hotels w/o Dining	10,383	7,616	9,443	27,443
Stores, Offices, Markets	385,775	212,234	263,144	861,153
Hospital, Rest Homes	12,779	11,718	5,811	30,308
Multi-Unit with Cons	799	732	545	2,076
Mortuaries	1,597	4,687	5,811	12,096
Service Stations and Auto Repairs	43,929	29,001	55,934	128,864
Restaurants	52,715	154,671	143,830	351,216
Churches	47,124	25,925	32,144	105,193
Schools	32,747	15,614	14,892	63,252
City of Porterville	13,578	7,470	9,262	30,310
State Hospital	799	732	363	1,894
Industrial	13,578	7,470	6,175	27,222
Septic Tanks	7,188	142,368	392,264	541,820
Total	\$3,323,400	\$3,086,611	\$3,086,611	\$9,496,622

4.0 Rate Design Analysis

The rate design analysis ties together the prior two steps (revenue requirement analysis and cost of service analysis) into fair and equitable rates assessed to each customer. The allocated costs shown in Table 16 outline the costs to be recovered from each customer class. Rate design then calculates an appropriate unit cost for each customer class. The City requested Carollo calculate rates under three rate structures. The first alternative maintains the existing rate structure, which charges multifamily residential and trailer park customers 95 percent of the single family residential rate. The second rate structure recovers class cost of service revenue requirements. The third alternative categorizes all residential customers as one residential customer class.

4.1 Alternative 1: Existing Sewer Rate Structure

4.1.1 Residential Sewer Rates

Residential (Single Family, Multifamily, and Trailer Park) customers are currently charged a flat monthly rate for wastewater services regardless of the amount of flows contributed to the WWTP. Alternative 1 maintains the existing rate structure and recovers the total residential class's proportionate costs. Table 17 illustrates rates for each of the residential customer classes throughout the rate-setting period.

Table 17 Alternative 1 – Existing and Proposed Residential Sewer Rates

Residential Customer Classes	FYE 2023 (Existing)	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	5-Year Cumulative Increase
Single Family Residential – Per Unit	\$26.87	\$30.20	\$39.95	\$43.35	\$47.00	\$51.00	74.9%
Multifamily Residential – Per Unit	25.52	28.69	37.96	41.18	44.65	48.45	75.0%
Trailer Park – Per Space	25.52	28.69	37.96	41.18	44.65	48.45	75.0%

4.1.2 Non-Residential Sewer Rates

Non-Residential (Commercial, Industrial, and Septic Tank Haulers) customers are currently charged a volumetric rate that recovers their total cost of service. Non-Residential sewer rates are calculated by dividing the cost per customer class by the amount of respective flow. Existing and Alternative 1 Non-Residential rates, throughout the rate-setting period, are shown in Table 18.

Table 18 Alternative 1 – Existing and Proposed Non-Residential Sewer Rates

Non-Residential Customer Classes	FYE 2023 (Existing)	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	5-Year Cumulative Increase
Car Wash, Laundry, Packing House	\$0.96	\$2.66	\$3.52	\$3.82	\$4.14	\$4.50	331.3%
Bars, Hotels w/o Dining	1.22	3.43	4.54	4.93	5.34	5.80	337.7%
Stores, Offices, Markets	1.04	2.90	3.83	4.16	4.51	4.90	333.7%
Hospital, Rest Homes	1.09	3.08	4.07	4.42	4.80	5.20	340.4%
Multi-Unit with Cons.	1.19	3.37	4.46	4.84	5.25	5.70	341.2%
Mortuaries	1.95	9.81	13.00	14.10	15.30	16.60	684.6%
Service Stations and Auto Repairs	1.36	3.80	5.04	5.47	5.93	6.43	336.0%
Restaurants	2.97	8.63	11.44	12.41	13.46	14.61	353.2%
Churches	0.42	2.90	3.83	4.16	4.51	4.90	973.8%
Schools	0.30	2.51	3.32	3.60	3.91	4.24	1,203.3%
City of Porterville	0.83	2.90	3.83	4.16	4.51	4.90	443.4%
State Hospital	1.09	3.08	4.07	4.42	4.80	5.20	340.4%
Industrial – per hcf	0.93	2.60	3.44	3.74	4.05	4.40	335.5%
Septic Tanks – per 1,000 gallons	22.70	130.50	172.90	187.60	203.55	220.85	796.7%

4.2 Alternative 2: Cost of Service-Based Sewer Rates

Alternative 2 of this Study represents cost of service-based sewer rates. These cost-based sewer rates align with California's Proposition 218 guidelines. Alternative 2 existing and proposed Residential and Non-Residential rates are shown in Table 19 and Table 20, respectively. Please note that Non-Residential sewer rates under Alternative 2 remain constant with those rates presented under Alternative 1.

Table 19 Alternative 2 – Existing and Proposed Residential Sewer Rates

Residential Customer Classes	FYE 2023 (Existing)	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	5-Year Cumulative Increase
Single Family Residential	\$26.87	\$36.50	\$48.35	\$52.50	\$56.95	\$61.80	111.9%
Multifamily Residential	25.52	19.90	26.35	28.55	31.00	33.65	21.5%
Trailer Park	25.52	19.90	26.35	28.55	31.00	33.65	21.5%

Table 20 Alternative 2 – Existing and Proposed Non-Residential Sewer Rates – per HCF

Non-Residential Customer Classes	FYE 2023 (Existing)	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	5-Year Cumulative Increase
Car Wash, Laundry, Packing House	\$0.96	\$2.66	\$3.52	\$3.82	\$4.14	\$4.50	331.3%
Bars, Hotels w/o Dining	1.22	3.43	4.54	4.93	5.34	5.80	337.7%
Stores, Offices, Markets	1.04	2.90	3.83	4.16	4.51	4.90	333.7%
Hospital, Rest Homes	1.09	3.08	4.07	4.42	4.80	5.20	340.4%
Multi-Unit with Cons.	1.19	3.37	4.46	4.84	5.25	5.70	341.2%
Mortuaries	1.95	9.81	13.00	14.10	15.30	16.60	684.6%
Service Stations and Auto Repairs	1.36	3.80	5.04	5.47	5.93	6.43	336.0%
Restaurants	2.97	8.63	11.44	12.41	13.46	14.61	353.2%
Churches	0.42	2.90	3.83	4.16	4.51	4.90	973.8%
Schools	0.30	2.51	3.32	3.60	3.91	4.24	1,203.3%
City of Porterville	0.83	2.90	3.83	4.16	4.51	4.90	443.4%
State Hospital	1.09	3.08	4.07	4.42	4.80	5.20	340.4%
Industrial – per hcf	0.93	2.60	3.44	3.74	4.05	4.40	335.5%
Septic Tanks – per 1,000 gallons	22.70	130.50	172.90	187.60	203.55	220.85	796.7%

4.3 Alternative 3: Residential Consolidation-Based Sewer Rates

Alternative 3 of this Study represents sewer rates with a uniform residential rate. Alternative 3 existing and proposed Residential and Non-Residential rates are shown in Table 21 and Table 22, respectively. Please note that Non-Residential sewer rates under Alternative 3 remain constant with those sewer rates presented under Alternatives 1 and 2.

Table 21 Alternative 3 – Existing and Proposed Residential Sewer Rates

Residential Customer Classes	FYE 2023 (Existing)	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	5-Year Cumulative Increase
Single Family Residential	\$26.87	\$29.55	\$39.10	\$42.40	\$46.00	\$49.90	71.2%
Multifamily Residential	25.52	29.55	39.10	42.40	46.00	49.90	80.3%
Trailer Park	25.52	29.55	39.10	42.40	46.00	49.90	80.3%

Table 22 Alternative 3 – Existing and Proposed Non-Residential Sewer Rates

Non-Residential – per hcf Customer Classes	FYE 2023 (Existing)	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	5-Year Cumulative Increase
Car Wash, Laundry, Packing House	\$0.96	\$2.66	\$3.52	\$3.82	\$4.14	\$4.50	331.3%
Bars, Hotels w/o Dining	1.22	3.43	4.54	4.93	5.34	5.80	337.7%
Stores, Offices, Markets	1.04	2.90	3.83	4.16	4.51	4.90	333.7%
Hospital, Rest Homes	1.09	3.08	4.07	4.42	4.80	5.20	340.4%
Multi-Unit with Cons.	1.19	3.37	4.46	4.84	5.25	5.70	341.2%
Mortuaries	1.95	9.81	13.00	14.10	15.30	16.60	684.6%
Service Stations and Auto Repairs	1.36	3.80	5.04	5.47	5.93	6.43	336.0%
Restaurants	2.97	8.63	11.44	12.41	13.46	14.61	353.2%
Churches	0.42	2.90	3.83	4.16	4.51	4.90	973.8%
Schools	0.30	2.51	3.32	3.60	3.91	4.24	1,203.3%
City of Porterville	0.83	2.90	3.83	4.16	4.51	4.90	443.4%
State Hospital	1.09	3.08	4.07	4.42	4.80	5.20	340.4%
Industrial – per hcf	0.93	2.60	3.44	3.74	4.05	4.40	335.5%
Septic Tanks – per 1,000 gallons	22.70	130.50	172.90	187.60	203.55	220.85	796.7%

5.0 Customer Bill Impacts

The following graphs depict the monthly bill for each residential customer class under Alternatives 1, 2, and 3. Additionally, the monthly bill for restaurants is highlighted as an example under the commercial classes.

5.1 Single Family Residential

Figure 2 through Figure 4 illustrate the bill impact under each rate structure alternative for Single Family Residential customers. Both alternatives assess this charge on a per unit basis regardless of contributed flows. Figure 5 compares the single-family residential bill under each alternative.

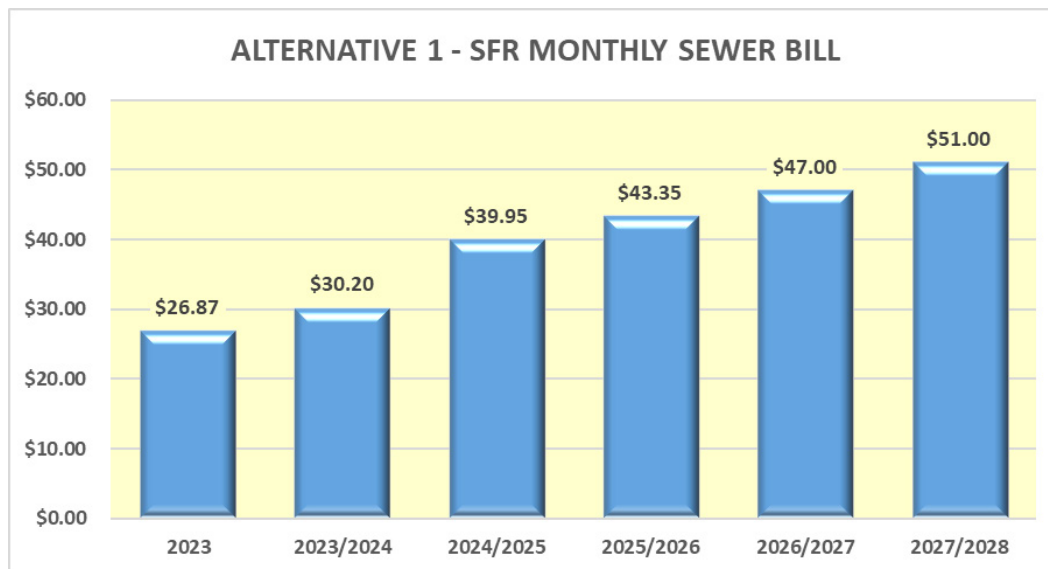


Figure 2 Alternative 1 Single Family Residential Monthly Bill

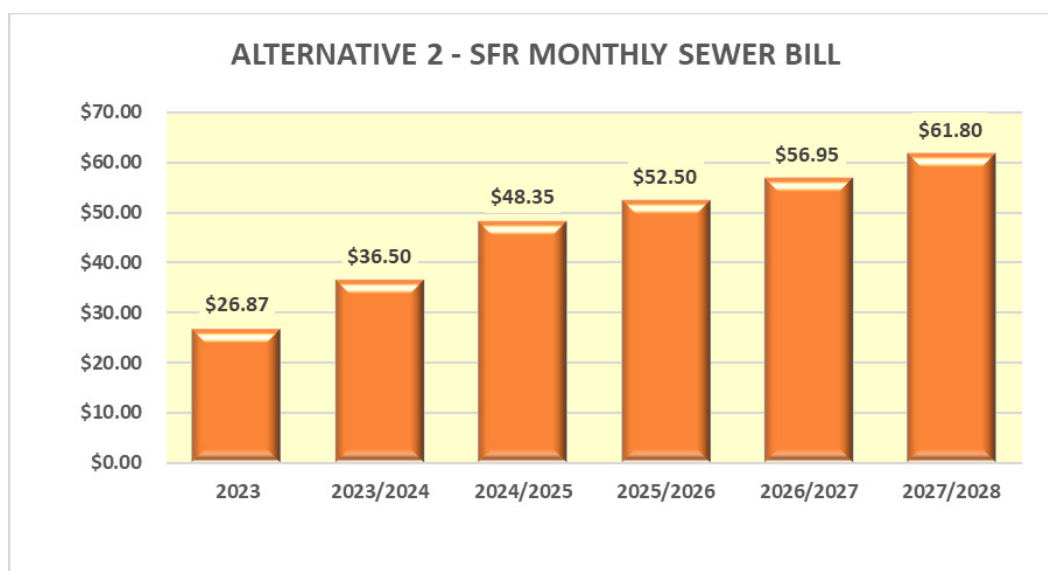


Figure 3 Alternative 2 Single Family Residential Monthly Bill

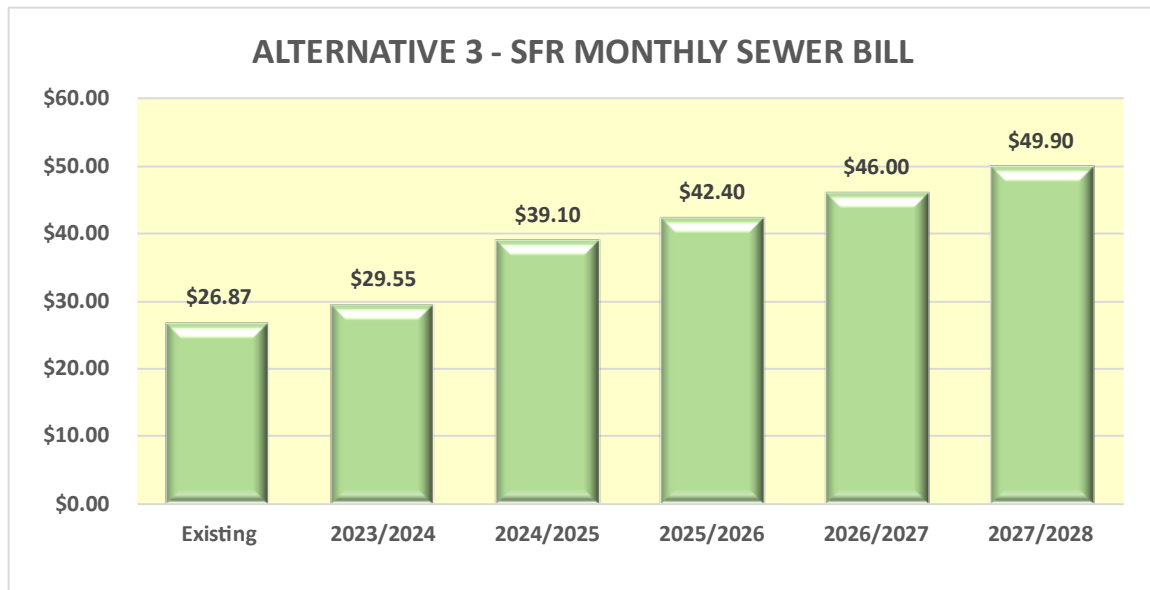


Figure 4 Alternative 3 Single Family Residential Monthly Bill

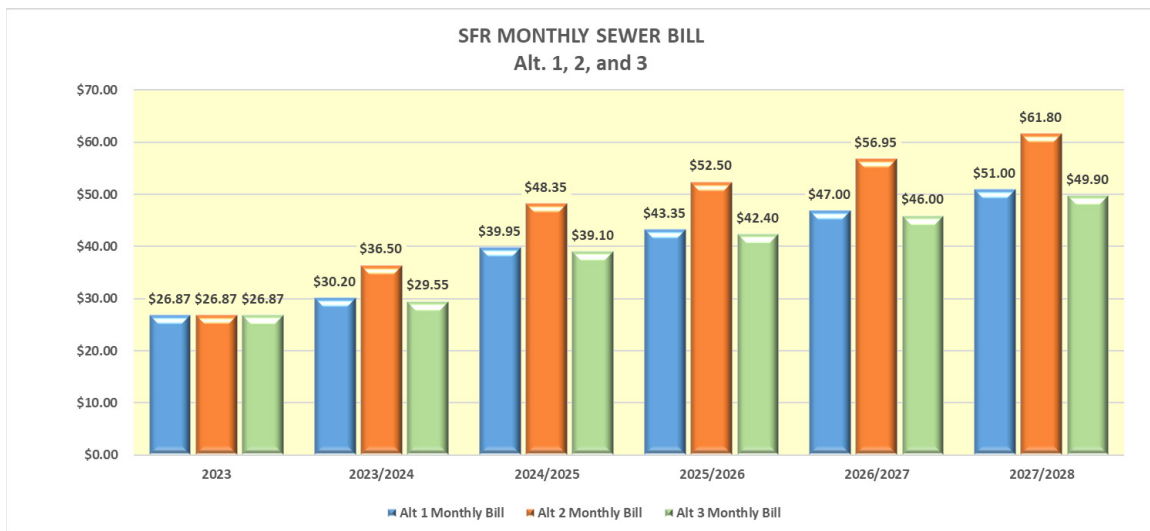


Figure 5 Single Family Residential Monthly Bill Comparison

5.2 Multi- Family Residential and Trailer Parks

Figures 6 through Figure 8 illustrate bill impacts under each rate structure alternative for multifamily residential and trailer park customers.

Similar to single family residential, this charge is assessed on a per unit or per space basis, respectively, for multifamily residential and trailer park customers. Figure 9 compares the bill impacts under the three alternatives.

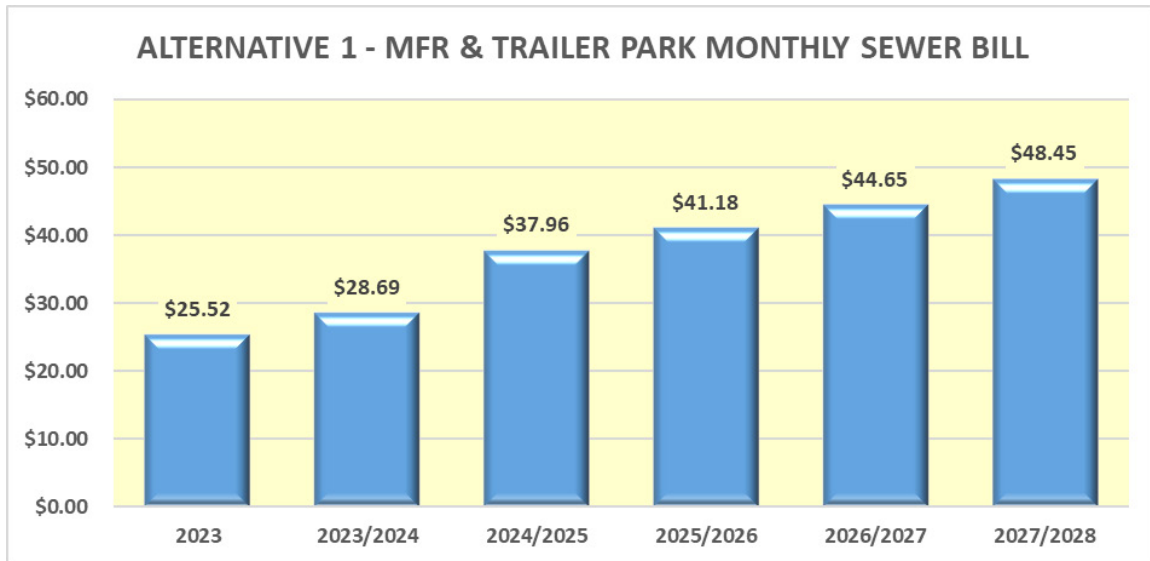


Figure 6 Alternative 1 Multifamily and Trailer Park Monthly Bill

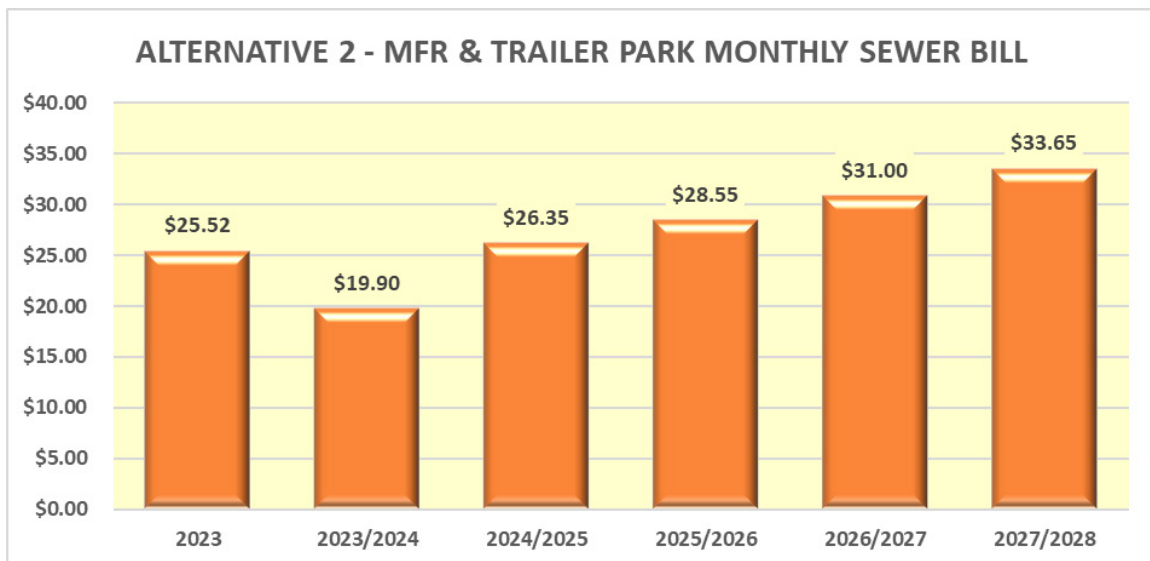


Figure 7 Alternative 2 Multifamily and Trailer Park Monthly Bill

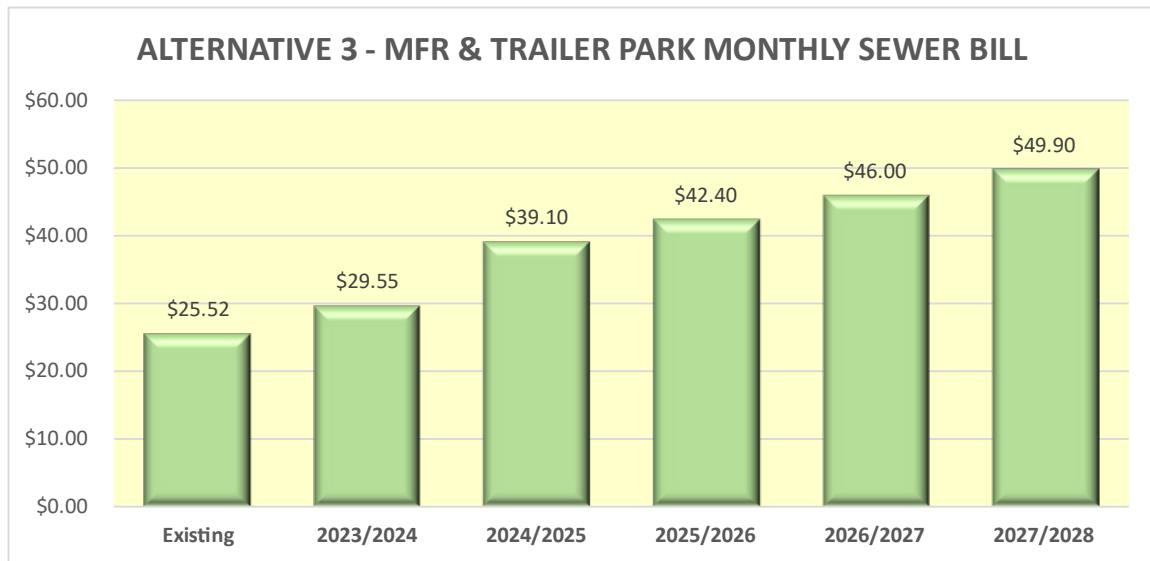


Figure 8 Alternative 3 Multifamily and Trailer Park Monthly Bill

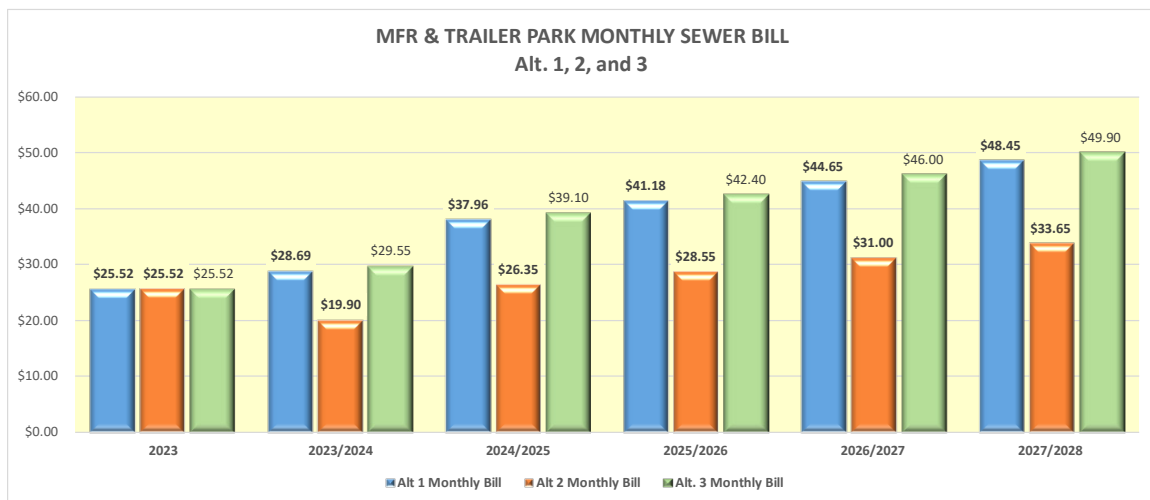


Figure 9 Multifamily and Trailer Park Monthly Bill Comparison

5.3 Commercial

Strictly for illustration purposes, Carollo reviewed the bill impact based on a hypothetical commercial customer classified under “Restaurants” and assumed a monthly flow of 15 hundred cubic feet (HCF), as shown in Figure 10. Unlike residential customers, commercial class customers are billed volumetrically per HCF, with the sole exception of septic tank haulers who are assessed on a per thousand-gallon basis.

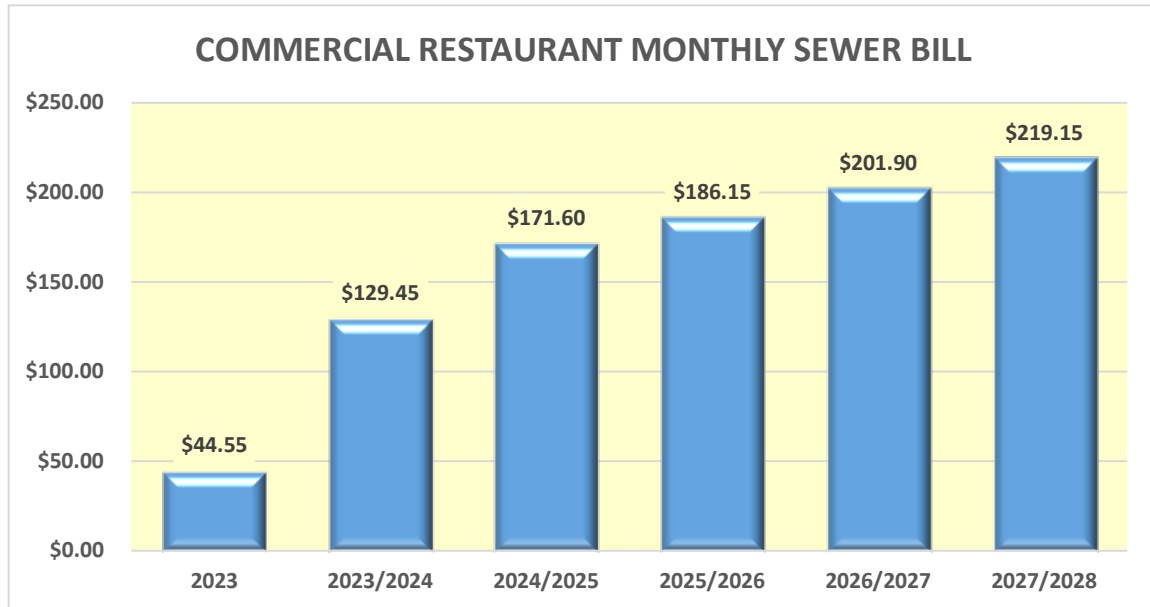


Figure 10 Commercial Restaurant Monthly Sewer Bill (Assumes 15 HCF)

6.0 Findings and Recommendations

Based on the data, assumptions, and approaches detailed in the previous sections, Carollo recommends the following:

6.1 Revenue Requirements

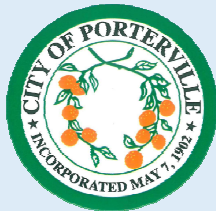
Revenue under existing rates is insufficient to cover operating and capital costs, debt payments, and debt service coverage throughout the study period (FY 2021 – FY 2031). As such, Carollo recommends the City increases wastewater rate revenue by 32.5 percent annually starting in FY 2024 and continuing through FY 2025, then reduce the rate revenue increase to 8.5 percent annually from FY 2026 through FY 2028, and lastly implement 3.0 percent annual rate revenue increases throughout the remainder of the study period (through FY 2031). These annual rate revenue increases will provide adequate revenue to address annual debt service coverage issues in the later years of the rate-setting period while also providing the City with future financial capacity to address unexpected operational and capital costs.

6.2 Alternative 2 – Cost of Service Based Sewer Rates

Carollo recommends the cost of service-based sewer rates presented under Alternative 2 for all customer classes as shown in Table 23 and Table 24. These rates ensure each customer class pays their fair and proportionate share of costs. These rates are supported by the cost-of-service analysis and further adhere to California State legal requirements, including Proposition 218.

Appendix A

REVENUE REQUIREMENTS, COST OF SERVICE ANALYSIS, & RATE DESIGN SCHEDULES



City of Porterville

2020 Sewer Rate Study

Assumptions

Escalator	Constant	Meter Size	MEUs	Months	% of Revenue	% of Sales
Operations	3.0%	5/8"	1	July	100%	8.3%
Labor	3.0%	3/4"	1.5	August	92%	8.3%
Energy	3.0%	1"	2	September	83%	8.3%
Chemicals	3.0%	1.5"	4.5	October	75%	8.3%
Construction / Capital	3.0%	2"	6.5	November	67%	8.3%
Water Cost	3.0%	3"	14	December	58%	8.3%
Account Growth	0.5%	4"	24.5	January	50%	8.3%
Metered Water Demand	0.5%	6"	53.5	February	42%	8.3%
No Increase	0.0%	8"	91.5	March	33%	8.3%
Inflation + Growth	3.5%	10"	137.5	April	25%	8.3%
Metered Demand + Growth	1.0%	12"	201.5	May	17%	8.3%
Fire Demand	0.0%			June	8%	8.3%
Interest	1.0%					
Utilities + Delivered Water Demand	3.5%					
Capacity Maintenance	2.4%					
Developer Fees	1.0%					
Property Taxes	1%					
One time revenue	-100%					
One time expense	-100%					

Future Debt Issue Term	20 years
Future Debt Interest Rate	4.25%
Future Issue Cost	1.5%

Current Debt DSCR	1.25x
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Operating Fund Target	90 days
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City of Porterville
2020 Sewer Rate Study
Revenue Requirement

Budget Forecasted -->

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Cash Flow Test								
Operating Revenues								
Charges for Services	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262
Total Operating Revenues	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262
Non-Operating Revenues								
Other Revenues	\$ 846,596	\$ 855,844	\$ 865,284	\$ 874,923	\$ 884,765	\$ 894,816	\$ 905,082	\$ 915,569
Total Non-Operating Revenues	\$ 846,596	\$ 855,844	\$ 865,284	\$ 874,923	\$ 884,765	\$ 894,816	\$ 905,082	\$ 915,569
Total Revenues	\$ 8,213,858	\$ 8,223,105	\$ 8,232,546	\$ 8,242,185	\$ 8,252,027	\$ 8,262,078	\$ 8,272,344	\$ 8,282,831
Operating Expenses								
Total Sewer Operating System	\$ 1,368,902	\$ 1,409,969	\$ 1,452,268	\$ 1,495,836	\$ 1,540,711	\$ 1,586,933	\$ 1,634,541	\$ 1,683,577
Total Water Conservation Plant	3,024,857	3,115,603	3,209,071	3,305,343	3,404,503	3,506,638	3,611,837	3,720,193
Total Industrial Pre-Treatment	148,001	152,378	156,886	161,530	166,313	171,239	176,313	181,540
Total Laboratory	477,075	491,387	506,129	521,313	536,952	553,061	569,652	586,742
Total Stormwater O&M	-	265,115	273,068	281,261	289,698	298,389	307,341	316,561
Total Operating Expenses	\$ 5,018,835	\$ 5,434,452	\$ 5,597,423	\$ 5,765,282	\$ 5,938,178	\$ 6,116,260	\$ 6,299,685	\$ 6,488,612
Non-Operating Expenses								
Total Interfund Transfers	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000
Debt Service	2,231,098	2,209,113	2,187,309	4,592,148	6,999,501	6,998,695	6,997,275	7,000,322
Rate Funded Capital (PAYGO)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,460,483	\$ 2,772,404	\$ 1,329,036
Total Non-Operating Expenses	\$ 2,831,098	\$ 2,809,113	\$ 2,787,309	\$ 5,192,148	\$ 7,599,501	\$ 9,059,178	\$ 10,369,679	\$ 8,929,358
	\$ 363,924	\$ (20,460)	\$ (152,186)	\$ (2,715,246)	\$ (5,285,653)	\$ (5,452,878)	\$ (5,624,616)	\$ (5,806,104)
Policy Expenditures								
Additional Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Additions to Meet Minimum Fund Balances	\$ -	\$ -	\$ 40,185	\$ 233,760	\$ 597,278	\$ 359,955	\$ 652,253	\$ 1,236,717
Total Policy Expenditures	\$ -	\$ -	\$ 40,185	\$ 233,760	\$ 597,278	\$ 359,955	\$ 652,253	\$ 1,236,717
Additional Expenditures OVERRIDE								
Additions to Meet Minimum Fund Balances OVERRIDE								
Total Expenses	\$ 7,849,933	\$ 8,243,565	\$ 8,424,916	\$ 11,191,191	\$ 14,134,957	\$ 15,535,393	\$ 17,321,618	\$ 16,654,688
Cash Flow Surplus / (Deficit)	\$ 363,924	\$ (20,460)	\$ (192,370)	\$ (2,949,006)	\$ (5,882,931)	\$ (7,273,315)	\$ (9,049,274)	\$ (8,371,857)



City of Porterville

2020 Sewer Rate Study

Revenue Requirement

	Budget		Forecasted -->					
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Reserves Target Test								
Ending Operating Fund Balance	\$ 1,363,038	\$ 1,340,002	\$ 1,187,816	\$ 866,930	\$ 1,148,164	\$ 901,094	\$ 363,215	\$ 2,278,975
Days of O&M Expenditures	100 days	90 days	78 days	55 days	71 days	54 days	22 days	129 days
Operating Reserve Balance Above / (Under) Target	\$ 125,517	\$ -	\$ (192,370)	\$ (554,646)	\$ (316,044)	\$ (607,025)	\$ (1,190,132)	\$ 679,043

Debt Coverge Test

Revenues									
Sewer Sales	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262
Total Non-Operating Revenues	846,596	855,844	865,284	874,923	884,765	894,816	905,082	915,569	
Total Revenues	\$ 8,213,858	\$ 8,223,105	\$ 8,232,546	\$ 8,242,185	\$ 8,252,027	\$ 8,262,078	\$ 8,272,344	\$ 8,282,831	
Expenses									
Sewer Expenses	\$ 5,018,835	\$ 5,434,452	\$ 5,597,423	\$ 5,765,282	\$ 5,938,178	\$ 6,116,260	\$ 6,299,685	\$ 6,488,612	
Debt Service	2,231,098	2,209,113	2,187,309	4,592,148	6,999,501	6,998,695	6,997,275	7,000,322	
Debt Coverage	1.25x 557,775	552,278	546,827	1,148,037	1,749,875	1,749,674	1,749,319	1,750,081	
Total Expenses	\$ 7,807,708	\$ 8,195,843	\$ 8,331,559	\$ 11,505,468	\$ 14,687,555	\$ 14,864,629	\$ 15,046,279	\$ 15,239,015	
Current Debt DSCR (Before Rate Adjustment)	1.43x	1.26x	1.20x	0.54x	0.33x	0.31x	0.28x	0.26x	
Debt Coverage Surplus / (Deficit)	\$ 406,150	\$ 27,262	\$ (99,013)	\$ (3,263,283)	\$ (6,435,528)	\$ (6,602,551)	\$ (6,773,935)	\$ (6,956,185)	

Revenue Requirement

Revenue Surplus/(Shortfalls)	\$ 363,924	\$ (20,460)	\$ (192,370)	\$ (3,263,283)	\$ (6,435,528)	\$ (7,273,315)	\$ (9,049,274)	\$ (8,371,857)
	Surplus	Cash Flow Driven	Cash Flow Driven	Coverage Driven	Coverage Driven	Cash Flow Driven	Cash Flow Driven	Cash Flow Driven
Revenue Increase Month	July	July	July	July	July	July	July	July
Calculated Rate Increase	0.3%	2.7%	44.3%	87.4%	98.8%	122.9%	113.7%	
Rate Increase Override	0.0%	0.0%	32.5%	32.5%	8.5%	8.5%	8.5%	
Utilized Rate Increase	0.0%	0.0%	32.5%	32.5%	8.5%	8.5%	8.5%	
Cumulative Rate Increase	0.0%	0.0%	32.5%	75.6%	90.5%	106.7%	124.2%	



City of Porterville

2020 Sewer Rate Study

Revenue Requirement

	Budget		Forecasted -->						
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
Resulting Cash Flows									
Rate Revenues before Rate Increase	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	
Rate Revenues from Rate Increase	-	-	-	2,394,360	5,566,887	6,666,290	7,859,141	9,153,386	
NON-Operating Revenues	846,596	855,844	865,284	874,923	884,765	894,816	905,082	915,569	
Less: Rate Increase Delay	-	-	-	-	-	-	-	-	
Less: Expenditures	(7,849,933)	(8,243,565)	(8,424,916)	(11,191,191)	(14,134,957)	(15,535,393)	(17,321,618)	(16,654,688)	
Resulting Cash Flow	\$ 363,924	\$ (20,460)	\$ (192,370)	\$ (554,646)	\$ (316,044)	\$ (607,025)	\$ (1,190,132)	\$ 781,528	
Rate Revenue Requirement									
Rate Revenue Requirement	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 9,761,622	\$ 12,934,148	\$ 14,033,551	\$ 15,226,403	\$ 16,520,647	
DSCR (after increase)									
DSCR (after increase)	1.81x	1.65x	1.60x	1.25x	1.25x	1.39x	1.53x	1.69x	

[illegible]



City of Porterville

2020 Sewer Rate Study

Operations & Maintenance Expenses

		Budget		Forecasted -->							
		Growth Factor	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Expenses											
Sewer Operating System											
Personnel Services											
5030-060-010	Salaries, Regular	Labor	\$ 176,270	\$ 275,560	\$ 283,827	\$ 292,342	\$ 301,112	\$ 310,145	\$ 319,450	\$ 329,033	\$ 338,904
5030-060-020	Salaries, Part-time	Labor	-	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379
5030-060-030	Salaries, Overtime	Labor	8,932	9,000	9,270	9,548	9,835	10,130	10,433	10,746	11,069
5030-060-090	Benefits	Labor	98,782	140,990	145,220	149,576	154,064	158,685	163,446	168,349	173,400
Total Personnel Services			\$ 283,984	\$ 431,550	\$ 444,497	\$ 457,831	\$ 471,566	\$ 485,713	\$ 500,285	\$ 515,293	\$ 530,752
Maintenance											
5030-060-110	Vehicle Maintenance	Operations	\$ 148,149	\$ 150,000	\$ 154,500	\$ 159,135	\$ 163,909	\$ 168,826	\$ 173,891	\$ 179,108	\$ 184,481
5030-060-120	Building/Grounds Maintenance	Operations	19,061	4,000	4,120	4,244	4,371	4,502	4,637	4,776	4,919
5030-060-140	Computer Equipment Maintenance	Operations	6,661	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149
5030-060-190	Other Equipment Maintenance	Operations	25,924	31,000	31,930	32,888	33,875	34,891	35,937	37,016	38,126
Total Maintenance			\$ 199,795	\$ 190,000	\$ 195,700	\$ 201,571	\$ 207,618	\$ 213,847	\$ 220,262	\$ 226,870	\$ 233,676
Services											
5030-060-220	Printing/Copying	Operations	\$ 8,279	\$ 8,300	\$ 8,549	\$ 8,805	\$ 9,070	\$ 9,342	\$ 9,622	\$ 9,911	\$ 10,208
5030-060-230	Professional/Temp Service	Operations	4,862	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448
5030-060-260	Rent of Property & Equipment	Operations	707	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460
5030-060-280	Administrative Expense	Operations	128,610	131,500	135,445	139,508	143,694	148,004	152,445	157,018	161,728
Total Services			\$ 142,458	\$ 156,800	\$ 161,504	\$ 166,349	\$ 171,340	\$ 176,480	\$ 181,774	\$ 187,227	\$ 192,844
Supplies & Materials											
5030-060-320	Office/Computer Supplies	Operations	\$ 2,215	\$ 3,000	\$ 3,090	\$ 3,183	\$ 3,278	\$ 3,377	\$ 3,478	\$ 3,582	\$ 3,690
5030-060-340	Maintenance and Repair Material	Operations	34,537	45,000	46,350	47,741	49,173	50,648	52,167	53,732	55,344
5030-060-350	Tools/Equipment	Operations	2,592	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075
Total Supplies & Materials			\$ 39,344	\$ 50,500	\$ 52,015	\$ 53,575	\$ 55,183	\$ 56,838	\$ 58,543	\$ 60,300	\$ 62,109
Other Operating Costs											
5030-060-410	Meeting Expense	Operations	\$ 383	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5030-060-420	Utilities	Operations	68,888	69,875	71,971	74,130	76,354	78,645	81,004	83,434	85,937
5030-060-430	Uniform Allowance	Operations	1,238	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690
5030-060-440	Training Expense	Operations	341	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690
5030-060-450	Publication and Dues	Operations	410	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230
5030-060-460	Postage	Operations	31,220	32,050	33,012	34,002	35,022	36,073	37,155	38,269	39,417
Total Other Operating Costs			\$ 102,480	\$ 108,925	\$ 112,193	\$ 115,559	\$ 119,025	\$ 122,596	\$ 126,274	\$ 130,062	\$ 133,964
Risk Management Expenses											
5030-060-520	Insurance, Liability	Operations	\$ 26,400	\$ 26,400	\$ 27,192	\$ 28,008	\$ 28,848	\$ 29,713	\$ 30,605	\$ 31,523	\$ 32,469
Total Risk Management Expenses			\$ 26,400	\$ 26,400	\$ 27,192	\$ 28,008	\$ 28,848	\$ 29,713	\$ 30,605	\$ 31,523	\$ 32,469
Other Expenses											
5030-060-660	Other Expense	Operations	2,160	12,000	12,360	12,731	13,113	13,506	13,911	14,329	14,758
5030-060-670	Franchise Fee	Operations	332,727	332,727	342,709	352,990	363,580	374,487	385,722	397,293	409,212
Total Other Expenses			\$ 334,887	\$ 344,727	\$ 355,069	\$ 365,721	\$ 376,693	\$ 387,993	\$ 399,633	\$ 411,622	\$ 423,971



		Growth Factor	FY 2020	FY 2021	Budget		Forecasted -->					
					FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
5030-060-730	Capital Outlay											
	Other Machinery/Equipment	Construction / Capital	\$ 53,436	\$ 60,000	\$ 61,800	\$ 63,654	\$ 65,564	\$ 67,531	\$ 69,556	\$ 71,643	\$ 73,792	
Total Capital Outlay			\$ 53,436	\$ 60,000	\$ 61,800	\$ 63,654	\$ 65,564	\$ 67,531	\$ 69,556	\$ 71,643	\$ 73,792	
Total Sewer Operating System			\$ 1,182,784	\$ 1,368,902	\$ 1,409,969	\$ 1,452,268	\$ 1,495,836	\$ 1,540,711	\$ 1,586,933	\$ 1,634,541	\$ 1,683,577	
			6%	16%	3%	3%	3%	3%	3%	3%	3%	
Water Conservation Plant												
Personnel Services												
5030-065-010	Salaries, Regular	Labor	\$ 451,815	\$ 537,103	\$ 553,216	\$ 569,813	\$ 586,907	\$ 604,514	\$ 622,650	\$ 641,329	\$ 660,569	
5030-065-030	Salaries, Overtime	Labor	20,637	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597	
5030-065-090	Benefits	Labor	264,961	313,914	323,331	333,031	343,022	353,313	363,912	374,830	386,075	
Total Personnel Services			\$ 737,413	\$ 871,017	\$ 897,148	\$ 924,062	\$ 951,784	\$ 980,337	\$ 1,009,747	\$ 1,040,040	\$ 1,071,241	
Maintenance												
5030-065-110	Vehicle Maintenance	Operations	\$ 102,834	\$ 112,000	\$ 115,360	\$ 118,821	\$ 122,385	\$ 126,057	\$ 129,839	\$ 133,734	\$ 137,746	
5030-065-120	Building/Grounds Maintenance	Operations	13,801	25,000	25,750	26,523	27,318	28,138	28,982	29,851	30,747	
5030-065-140	Computer Equipment Maintenance	Operations	12,468	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	
5030-065-190	Other Equipment Maintenance	Operations	53,444	19,000	19,570	20,157	20,762	21,385	22,026	22,687	23,368	
Total Maintenance			\$ 182,547	\$ 161,000	\$ 165,830	\$ 170,805	\$ 175,929	\$ 181,207	\$ 186,643	\$ 192,242	\$ 198,010	
Services												
5030-065-220	Printing/Copying	Operations	\$ 661	\$ 700	\$ 721	\$ 743	\$ 765	\$ 788	\$ 811	\$ 836	\$ 861	
5030-065-230	Professional/Temp Service	Operations	383,749	500,000	515,000	530,450	546,364	562,754	579,637	597,026	614,937	
5030-065-260	Rent of Property & Equipment	Operations	29,039	35,000	36,050	37,132	38,245	39,393	40,575	41,792	43,046	
5030-065-280	Administrative Expense	Operations	524,654	525,000	540,750	556,973	573,682	590,892	608,619	626,877	645,684	
Total Services			\$ 938,103	\$ 1,060,700	\$ 1,092,521	\$ 1,125,297	\$ 1,159,056	\$ 1,193,827	\$ 1,229,642	\$ 1,266,531	\$ 1,304,527	
Supplies & Materials												
5030-065-320	Office/Computer Supplies	Operations	\$ 2,635	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 5,970	\$ 6,149	
5030-065-330	Janitorial Supplies	Operations	-	-	-	-	-	-	-	-	-	
5030-065-340	Maintenance and Repair Material	Operations	112,745	152,000	156,560	161,257	166,095	171,077	176,210	181,496	186,941	
5030-065-350	Tools/Equipment	Operations	5,202	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	
Total Supplies & Materials			\$ 120,582	\$ 162,000	\$ 166,860	\$ 171,866	\$ 177,022	\$ 182,332	\$ 187,802	\$ 193,436	\$ 199,240	
Other Operating Costs												
5030-065-410	Meeting Expense	Operations	\$ 297	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5030-065-420	Utilities	Operations	449,359	451,640	465,189	479,145	493,519	508,325	523,575	539,282	555,460	
5030-065-430	Uniform Allowance	Operations	4,888	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379	
5030-065-440	Training Expense	Operations	1,000	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	
5030-065-450	Publication and Dues	Operations	2,709	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	
5030-065-460	Postage	Operations	12	500	515	530	546	563	580	597	615	
5030-065-490	Special Consumables	Operations	161,011	187,000	192,610	198,388	204,340	210,470	216,784	223,288	229,986	
Total Other Operating Costs			\$ 619,276	\$ 655,140	\$ 674,794	\$ 695,038	\$ 715,889	\$ 737,366	\$ 759,487	\$ 782,271	\$ 805,740	
Risk Management Expenses												
5030-065-520	Insurance, Liability	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Risk Management Expenses			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



City of Porterville

2020 Sewer Rate Study

Operations & Maintenance Expenses

		Growth Factor		Budget		Forecasted -->					
			FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
5030-065-660	Other Expenses										
	Other Expense	Operations	93	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597
	Total Other Expenses		\$ 93	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510	\$ 23,185	\$ 23,881	\$ 24,597
5030-065-730	Capital Outlay										
	Other Machinery/Equipment	Construction / Capital	\$ 92,152	\$ 95,000	\$ 97,850	\$ 100,786	\$ 103,809	\$ 106,923	\$ 110,131	\$ 113,435	\$ 116,838
	Total Capital Outlay		\$ 92,152	\$ 95,000	\$ 97,850	\$ 100,786	\$ 103,809	\$ 106,923	\$ 110,131	\$ 113,435	\$ 116,838
Total Water Conservation Plant			\$ 2,690,166	\$ 3,024,857	\$ 3,115,603	\$ 3,209,071	\$ 3,305,343	\$ 3,404,503	\$ 3,506,638	\$ 3,611,837	\$ 3,720,193
			4%	12%	3%	3%	3%	3%	3%	3%	3%
Industrial Pre-Treatment											
Personnel Services											
5030-066-010	Salaries, Regular	Labor	\$ 33,567	\$ 46,538	\$ 47,934	\$ 49,372	\$ 50,853	\$ 52,379	\$ 53,950	\$ 55,569	\$ 57,236
5030-066-090	Benefits	Labor	15,884	23,263	23,961	24,680	25,420	26,183	26,968	27,777	28,611
Total Personnel Services			\$ 49,451	\$ 69,801	\$ 71,895	\$ 74,052	\$ 76,273	\$ 78,562	\$ 80,918	\$ 83,346	\$ 85,846
Maintenance											
5030-066-110	Vehicle Maintenance	Operations	\$ 8,991	\$ 9,000	\$ 9,270	\$ 9,548	\$ 9,835	\$ 10,130	\$ 10,433	\$ 10,746	\$ 11,069
5030-066-120	Building/Grounds Maintenance	Operations	35,880	40,000	41,200	42,436	43,709	45,020	46,371	47,762	49,195
5030-066-190	Other Equipment Maintenance	Operations	-	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460
Total Maintenance			\$ 44,871	\$ 51,000	\$ 52,530	\$ 54,106	\$ 55,729	\$ 57,401	\$ 59,123	\$ 60,897	\$ 62,724
Services											
5030-066-230	Professional/Temp Service	Operations	\$ 13,136	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510	\$ 23,185	\$ 23,881	\$ 24,597
Total Services			\$ 13,136	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510	\$ 23,185	\$ 23,881	\$ 24,597
Supplies & Materials											
5030-066-320	Office/Computer Supplies	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5030-066-340	Maintenance and Repair Material	Operations	658	500	515	530	546	563	580	597	615
5030-066-350	Tools/Equipment	Operations	-	300	309	318	328	338	348	358	369
Total Supplies & Materials			\$ 658	\$ 800	\$ 824	\$ 849	\$ 874	\$ 900	\$ 927	\$ 955	\$ 984
Other Operating Costs											
5030-066-420	Utilities	Operations	\$ 1,592	\$ 1,600	\$ 1,648	\$ 1,697	\$ 1,748	\$ 1,801	\$ 1,855	\$ 1,910	\$ 1,968
5030-066-430	Uniform Allowance	Operations	-	50	52	53	55	56	58	60	61
5030-066-440	Training Expense	Operations	-	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845
5030-066-450	Publication and Dues	Operations	89	150	155	159	164	169	174	179	184
Total Other Operating Costs			\$ 1,681	\$ 3,300	\$ 3,399	\$ 3,501	\$ 3,606	\$ 3,714	\$ 3,826	\$ 3,940	\$ 4,059
Risk Management Expenses											
5030-066-520	Insurance, Liability	Operations	\$ 2,100	\$ 2,100	\$ 2,163	\$ 2,228	\$ 2,295	\$ 2,364	\$ 2,434	\$ 2,508	\$ 2,583
Total Risk Management Expenses			\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100
Other Expenses											
5030-066-660	Other Expense	Operations	\$ -	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159	\$ 1,194	\$ 1,230
Total Other Expenses			\$ -	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159	\$ 1,194	\$ 1,230



City of Porterville

2020 Sewer Rate Study

Operations & Maintenance Expenses

		Budget		Forecasted -->								
		Growth Factor	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
Capital Outlay												
5030-066-730	Other Machinery/Equipment	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Capital Outlay			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Industrial Pre-Treatment			\$ 111,897	\$ 148,001	\$ 152,378	\$ 156,886	\$ 161,530	\$ 166,313	\$ 171,239	\$ 176,313	\$ 181,540	
			70%	32%	3%	3%	3%	3%	3%	3%	3%	
Laboratory												
Personnel Services												
5030-068-010	Salaries, Regular	Labor	\$ 166,865	\$ 205,852	\$ 212,028	\$ 218,388	\$ 224,940	\$ 231,688	\$ 238,639	\$ 245,798	\$ 253,172	
5030-068-030	Salaries, Overtime	Labor	1,336	1,400	1,442	1,485	1,530	1,576	1,623	1,672	1,722	
5030-068-090	Benefits	Labor	86,201	108,603	111,861	115,217	118,673	122,234	125,901	129,678	133,568	
Total Personnel Services			\$ 254,402	\$ 315,855	\$ 325,331	\$ 335,091	\$ 345,143	\$ 355,498	\$ 366,163	\$ 377,147	\$ 388,462	
Maintenance												
5030-068-110	Vehicle Maintenance	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5030-068-120	Building/Grounds Maintenance	Operations	5,580	6,350	6,541	6,737	6,939	7,147	7,361	7,582	7,810	
5030-068-190	Other Equipment Maintenance	Operations	25,320	35,320	36,380	37,471	38,595	39,753	40,946	42,174	43,439	
Total Maintenance			\$ 30,900	\$ 41,670	\$ 42,920	\$ 44,208	\$ 45,534	\$ 46,900	\$ 48,307	\$ 49,756	\$ 51,249	
Services												
5030-068-220	Printing/Copying	Operations	\$ 256	\$ 300	\$ 309	\$ 318	\$ 328	\$ 338	\$ 348	\$ 358	\$ 369	
5030-068-230	Professional/Temp Service	Operations	17,111	17,000	17,510	18,035	18,576	19,134	19,708	20,299	20,908	
5030-068-260	Rent of Property & Equipment	Operations	3,231	4,000	4,120	4,244	4,371	4,502	4,637	4,776	4,919	
Total Services			\$ 20,598	\$ 21,300	\$ 21,939	\$ 22,597	\$ 23,275	\$ 23,973	\$ 24,693	\$ 25,433	\$ 26,196	
Supplies & Materials												
5030-068-320	Office/Computer Supplies	Operations	\$ 2,031	\$ 2,100	\$ 2,163	\$ 2,228	\$ 2,295	\$ 2,364	\$ 2,434	\$ 2,508	\$ 2,583	
5030-068-330	Janitorial Supplies	Operations	-	-	-	-	-	-	-	-	-	
5030-068-340	Maintenance and Repair Material	Operations	138	200	206	212	219	225	232	239	246	
5030-068-350	Tools/Equipment	Operations	-	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	
Total Supplies & Materials			\$ 2,169	\$ 3,800	\$ 3,914	\$ 4,031	\$ 4,152	\$ 4,277	\$ 4,405	\$ 4,537	\$ 4,674	
Other Operating Costs												
5030-068-420	Utilities	Operations	\$ 18,017	\$ 19,000	\$ 19,570	\$ 20,157	\$ 20,762	\$ 21,385	\$ 22,026	\$ 22,687	\$ 23,368	
5030-068-430	Uniform Allowance	Operations	416	600	618	637	656	675	696	716	738	
5030-068-440	Training Expense	Operations	-	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075	
5030-068-450	Publication and Dues	Operations	1,304	1,400	1,442	1,485	1,530	1,576	1,623	1,672	1,722	
5030-068-460	Postage	Operations	137	250	258	265	273	281	290	299	307	
5030-068-490	Special Consumables	Operations	55,436	63,000	64,890	66,837	68,842	70,907	73,034	75,225	77,482	
Total Other Operating Costs			\$ 75,310	\$ 86,750	\$ 89,353	\$ 92,033	\$ 94,794	\$ 97,638	\$ 100,567	\$ 103,584	\$ 106,692	
Risk Management Expenses												
5030-068-520	Insurance, Liability	Operations	\$ 4,200	\$ 4,200	\$ 4,326	\$ 4,456	\$ 4,589	\$ 4,727	\$ 4,869	\$ 5,015	\$ 5,165	
Total Risk Management Expenses			\$ 4,200	\$ 4,200	\$ 4,326	\$ 4,456	\$ 4,589	\$ 4,727	\$ 4,869	\$ 5,015	\$ 5,165	



City of Porterville

2020 Sewer Rate Study

Operations & Maintenance Expenses

		Budget		Forecasted -->							
		Growth Factor	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Other Expenses											
5030-068-660	Other Expense	Operations	\$ 546	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159	\$ 1,194	\$ 1,230
Total Other Expenses			\$ 546	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159	\$ 1,194	\$ 1,230
Capital Outlay											
5030-068-730	Other Machinery/Equipment	Operations	\$ 2,242	\$ 2,500	\$ 2,575	\$ 2,652	\$ 2,732	\$ 2,814	\$ 2,898	\$ 2,985	\$ 3,075
Total Capital Outlay			\$ 2,242	\$ 2,500	\$ 2,575	\$ 2,652	\$ 2,732	\$ 2,814	\$ 2,898	\$ 2,985	\$ 3,075
Total Laboratory			\$ 390,367	\$ 477,075	\$ 491,387	\$ 506,129	\$ 521,313	\$ 536,952	\$ 553,061	\$ 569,652	\$ 586,742
			-1%	22%	3%	3%	3%	3%	3%	3%	3%
Interfund Transfers											
4210	Transfers from Other Funds	No Increase	\$ 3,892	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4210	Transfers to Other Funds	No Increase	(730,570)	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000
Total Interfund Transfers			\$ (726,678)	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000
Stormwater O&M											
TBD	Stormwater Operation & Maintenance	Operations			\$ 265,115	\$ 273,068	\$ 281,261	\$ 289,698	\$ 298,389	\$ 307,341	\$ 316,561
Total Stormwater O&M			\$ -	\$ -	\$ 265,115	\$ 273,068	\$ 281,261	\$ 289,698	\$ 298,389	\$ 307,341	\$ 316,561
Total Expenses			\$ 3,648,536	\$ 5,618,835	\$ 6,034,452	\$ 6,197,423	\$ 6,365,282	\$ 6,538,178	\$ 6,716,260	\$ 6,899,685	\$ 7,088,612
			70%	54%	7%	3%	3%	3%	3%	3%	3%



City of Porterville

2020 Sewer Rate Study

Reserves & CIP Funding Plan

Projected Forecasted -->

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Sewer Operating Fund									
Beginning Balance	\$ 2,362,470	\$ 2,382,042	\$ 1,363,038	\$ 1,340,002	\$ 1,187,816	\$ 866,930	\$ 1,148,164	\$ 901,094	\$ 363,215
Addition to meet min. balance	-	-	-	40,185	233,760	597,278	359,955	652,253	1,236,717
Cash Flows	1,610,244	363,924	(20,460)	(192,370)	(554,646)	(316,044)	(607,025)	(1,190,132)	781,528
Ending Balance Prior to Year End Transfers	\$ 3,972,714	\$ 2,745,966	\$ 1,342,579	\$ 1,187,816	\$ 866,930	\$ 1,148,164	\$ 901,094	\$ 363,215	\$ 2,381,460
Year End Transfers									
Transfers From/(To) WWTFR		(1,261,928)	(2,577)	-	-	-	-	-	(102,485)
Transfers From/(To) SRF		(121,000)							
Ending Balance	\$ 2,382,042	\$ 1,363,038	\$ 1,340,002	\$ 1,187,816	\$ 866,930	\$ 1,148,164	\$ 901,094	\$ 363,215	\$ 2,278,975
<i>Days of O&M Expenditures</i>	199 days	100 days	90 days	78 days	55 days	71 days	54 days	22 days	129 days
<i>Minimum Target</i>	\$ 1,078,820	\$ 1,237,521	\$ 1,340,002	\$ 1,380,186	\$ 1,421,576	\$ 1,464,208	\$ 1,508,119	\$ 1,553,347	\$ 1,599,932
<i>Maximum Target</i>	\$ 2,157,640	\$ 2,475,042	\$ 2,680,004	\$ 2,760,373	\$ 2,843,153	\$ 2,928,416	\$ 3,016,238	\$ 3,106,694	\$ 3,199,864
Interest Earnings		\$ 18,725	\$ 13,515	\$ 12,639	\$ 10,274	\$ 10,075	\$ 10,246	\$ 6,322	\$ 13,211
Wastewater Treatment Facility Capital Fund (WWTFR)									
Beginning Balance	\$ 6,048,218	\$ 7,436,799	\$ 8,998,727	\$ 3,530,376	\$ 727,786	\$ 1,884,371	\$ 1,629,290	\$ 727,786	\$ 727,786
Unused Bond Proceeds		-	-	-	1,156,585	901,504	-	-	-
Transfer From Sewer Operating Fund		300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Less: Use of Funds	-	-	(5,770,928)	(3,102,590)	(300,000)	(1,456,585)	(1,201,504)	(300,000)	(300,000)
Ending Balance Prior to Year End Transfers	\$ 6,048,218	\$ 7,736,799	\$ 3,527,799	\$ 727,786	\$ 1,884,371	\$ 1,629,290	\$ 727,786	\$ 727,786	\$ 727,786
Year End Transfers									
Transfer (To)/From Operating (Year End)		\$ 1,261,928	\$ 2,577	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,485
Ending Balance	\$ 7,436,799	\$ 8,998,727	\$ 3,530,376	\$ 727,786	\$ 1,884,371	\$ 1,629,290	\$ 727,786	\$ 727,786	\$ 830,271
<i>Minimum Target</i>	\$ 427,786	\$ 427,786	\$ 427,786	\$ 427,786	\$ 427,786	\$ 427,786	\$ 427,786	\$ 427,786	\$ 427,786
<i>Maximum Target</i>	\$ 855,572	\$ 855,572	\$ 855,572	\$ 855,572	\$ 855,572	\$ 855,572	\$ 855,572	\$ 855,572	\$ 855,572
Interest Earnings		\$ 82,178	\$ 62,646	\$ 21,291	\$ 13,061	\$ 17,568	\$ 11,785	\$ 7,278	\$ 7,790
Sewer Revolving Fund (SRF)									
Beginning Balance	\$ 5,749,619	\$ 6,153,740	\$ 6,574,740	\$ 6,877,317	\$ 4,253,879	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000
Transfer From Sewer Operating Fund		300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Less: Use of Funds	-	-	-	(2,923,438)	(2,753,879)	(300,000)	(300,000)	(300,000)	(300,000)
Ending Balance Prior to Year End Transfers	\$ 5,749,619	\$ 6,453,740	\$ 6,874,740	\$ 4,253,879	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000
Year End Transfers									
Transfers From/(To) Operating Reserve		\$ 121,000	\$ 2,577	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,819
Ending Balance	\$ 6,153,740	\$ 6,574,740	\$ 6,877,317	\$ 4,253,879	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,893,819
<i>Minimum Target</i>	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
<i>Maximum Target</i>									
Interest Earnings		\$ 63,642	\$ 67,260	\$ 55,656	\$ 30,269	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,469



City of Porterville
2020 Sewer Rate Study
Debt Service

	FYE 2020	FYE 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
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Debt Service Summary

Current Debt

Principal Payment	\$ 724,000	\$ 919,000	\$ 1,028,000	\$ 1,138,000	\$ 1,176,000	\$ 1,221,000	\$ 1,265,000	\$ 1,310,000	\$ 1,360,000
Interest Payment	1,222,494	1,312,098	1,181,113	1,049,309	1,009,114	964,432	919,626	873,206	826,253
Total Current Debt Service	\$ 1,946,494	\$ 2,231,098	\$ 2,209,113	\$ 2,187,309	\$ 2,185,114	\$ 2,185,432	\$ 2,184,626	\$ 2,183,206	\$ 2,186,253

Future Debt

Principal Payment	\$ -	\$ -	\$ -	\$ -	\$ 1,047,035	\$ 2,138,568	\$ 2,229,458	\$ 2,324,210	\$ 2,422,988
Interest Payment	-	-	-	-	1,360,000	2,675,501	2,584,612	2,489,860	2,391,081
Total Future Debt Service	\$ -	\$ -	\$ -	\$ -	\$ 2,407,035	\$ 4,814,069	\$ 4,814,069	\$ 4,814,069	\$ 4,814,069

All Debt

Principal Payment	\$ 724,000	\$ 919,000	\$ 1,028,000	\$ 1,138,000	\$ 2,223,035	\$ 3,359,568	\$ 3,494,458	\$ 3,634,210	\$ 3,782,988
Interest Payment	1,222,494	1,312,098	1,181,113	1,049,309	2,369,114	3,639,933	3,504,238	3,363,066	3,217,334
Total Debt Service	\$ 1,946,494	\$ 2,231,098	\$ 2,209,113	\$ 2,187,309	\$ 4,592,148	\$ 6,999,501	\$ 6,998,695	\$ 6,997,275	\$ 7,000,322

Current Debt Service

2018 Installment Sale Agreement (Refunding 2011 A Revenue Bond)

Principal Payment	\$ 514,000	\$ 699,000	\$ 798,000	\$ 898,000	\$ 926,000	\$ 961,000	\$ 995,000	\$ 1,030,000	\$ 1,065,000
Interest Payment	866,571	836,698	714,513	591,909	561,314	526,632	492,226	456,606	420,853
Total Debt Service	\$ 1,380,571	\$ 1,535,698	\$ 1,512,513	\$ 1,489,909	\$ 1,487,314	\$ 1,487,632	\$ 1,487,226	\$ 1,486,606	\$ 1,485,853

2019 Sewer Revenue Certificates of Participation (2019 Financing Project)

Principal Payment	\$ 210,000	\$ 220,000	\$ 230,000	\$ 240,000	\$ 250,000	\$ 260,000	\$ 270,000	\$ 280,000	\$ 295,000
Interest Payment	355,923	475,400	466,600	457,400	447,800	437,800	427,400	416,600	405,400
Total Debt Service	\$ 565,923	\$ 695,400	\$ 696,600	\$ 697,400	\$ 697,800	\$ 697,800	\$ 697,400	\$ 696,600	\$ 700,400



City of Porterville

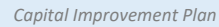
2020 Sewer Rate Study

Debt Service

	FYE 2020	FYE 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
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Future Revenue Bond Issuance

Debt Issuance Input		\$	-	\$	-	\$	-	\$	-	\$ 32,000,000	\$ 32,000,000	\$	-	\$	-	\$	-	
2020 Issue				1	2	3	4	5	6	7	8	9						
Principal Payment	20 years	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	-
Interest Payment	4.25%		-		-		-		-		-		-		-		-	-
Total Debt Service		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	-
2021 Issue				1	2	3	4	5	6	7	8							
Principal Payment	20 years		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Interest Payment	4.25%			-		-		-		-		-		-		-		-
Total Debt Service			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2022 Issue				1	2	3	4	5	6	7								
Principal Payment	20 years		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Interest Payment	4.25%			-		-		-		-		-		-		-		-
Total Debt Service			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2023 Issue				1	2	3	4	5	6	7								
Principal Payment	20 years		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Interest Payment	4.25%			-		-		-		-		-		-		-		-
Total Debt Service			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2024 Issue				1	2	3	4	5										
Principal Payment	20 years		\$ 1,047,035	\$ 1,091,534	\$ 1,137,924	\$ 1,186,286	\$ 1,236,703											
Interest Payment	4.25%		1,360,000	1,315,501	1,269,111	1,220,749	1,170,332											
Total Debt Service			\$ 2,407,035	\$ 2,407,035	\$ 2,407,035	\$ 2,407,035	\$ 2,407,035											
2025 Issue				1	2	3	4											
Principal Payment	20 years		\$ 1,047,035	\$ 1,091,534	\$ 1,137,924	\$ 1,186,286												
Interest Payment	4.25%		1,360,000	1,315,501	1,269,111	1,220,749												
Total Debt Service			\$ 2,407,035	\$ 2,407,035	\$ 2,407,035	\$ 2,407,035												



TRUE TRUE TRUE TRUE TRUE TRUE TRUE



City of Porterville

2020 Sewer Rate Study

Capital Improvement Plan

Project Description

Funding Source

FY 2021

FY 2022

FY 2023

FY 2024

FY 2025

FY 2026

FY 2027

FY 2028

Wastewater Treatment Facility CIP

Other Projects

Blower Building Floor Coating/Noise Attenuation	WWTFR	\$	125,000										
Canopy for dewatering equipment	WWTFR		24,928										
Digester #2 and #3 Repairs, incl wastegas flare replacement and piping	WWTFR		2,477,475										
Digester Cleaning/Coating/Equipment Replacement	WWTFR		79,349	81,928	84,590	87,340	90,178	93,109	96,135	99,259			
Effluent Outfall Pump Replacement	WWTFR					600,000							
Emergency Generator for WWTF (200kW)	WWTFR		150,000										
Manhole 10A Inspection/Repair	WWTFR		99,760										
Reclamation Area Pipeline Installation	WWTFR		100,000										
Septic Station Retrofit	WWTFR		70,000										
Sludge/Grit Staging Area	WWTFR		300,000										
Sludge Line - Westwood Bridge over Tule River	WWTFR			30,000									
WAS Pump Replacement	WWTFR		300,000										
Wastewater Needs Assessment and Master Plan	WWTFR		38,828										
Total Other Projects		\$	3,765,340	\$ 111,928	\$ 84,590	\$ 687,340	\$ 90,178	\$ 93,109	\$ 96,135	\$ 99,259			

Digester #1 and #4 Repairs

Digester Design	WWTFR	\$	325,000										
Digester Construction	Unfunded			1,500,000									
Total Digester #1 and #4 Repairs		\$	325,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Odor Control Project - Phase 2

Odor Control Design	WWTFR		\$ 250,000										
Odor Control Construction	Unfunded				1,750,000								
Total Odor Control Project - Phase 2		\$	-	\$ 250,000	\$ 1,750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Office Building Repair

Office Building - Design	WWTFR	\$	200,000										
Office Building - Relocation to temp structure	WWTFR		50,000										
Office Building - Remediation and Demolition	WWTFR		100,000										
Office Building - Construction	WWTFR			700,000									
Total Office Building Repair		\$	350,000	\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Plant #2 Evaluation & Repairs

Plant #2 - Evaluation	WWTFR	\$	25,000										
Plant #2 - Design	WWTFR		125,000										
Plant #2 - Construction	Unfunded			400,000									
Total Plant #2 Evaluation & Repairs		\$	150,000	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Plant #1 Evaluation & Repairs

Plant #1 - Evaluation	Unfunded		\$ 25,000										
Plant #1 - Design incl re-asphalt	Unfunded		\$ 125,000										
Plant #1 - Construction incl asphalt repairs	Unfunded				600,000								
Total Plant #1 Evaluation & Repairs		\$	-	\$ 150,000	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



City of Porterville

2020 Sewer Rate Study

Capital Improvement Plan

Project Description	Funding Source	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Tertiary Treatment									
Tertiary Treatment - CEQA	WWTFR	\$ 269,921							
Tertiary Treatment - Property Acquisition	WWTFR	\$ 200,000							
Tertiary Treatment - Design	Unfunded		585,000	1,500,000	1,500,000	1,000,000			
Tertiary Treatment - Nitrification/De-nitrification Project - Consultant Services	WWTFR		200,000		30,000,000	30,000,000			
Tertiary Treatment - Nitrification/De-nitrification Project - Construction	Unfunded								
Tertiary Treatment - Construction / Sludge bed Relocation	Unfunded						1,000,000	1,500,000	
Total Tertiary Treatment		\$ 469,921	\$ 785,000	\$ 1,500,000	\$ 31,500,000	\$ 31,000,000	\$ 1,000,000	\$ 1,500,000	\$ -
Wastewater Treatment Facility CIP by Funding Source									
WWTFR		\$ 5,060,261	\$ 1,261,928	\$ 84,590	\$ 30,687,340	\$ 30,090,178	\$ 93,109	\$ 96,135	\$ 99,259
Unfunded		-	2,635,000	3,850,000	1,500,000	1,000,000	1,000,000	1,500,000	-
Total Wastewater Treatment Facility CIP		\$ 5,060,261	\$ 3,896,928	\$ 3,934,590	\$ 32,187,340	\$ 31,090,178	\$ 1,093,109	\$ 1,596,135	\$ 99,259
		TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE
Master Plans									
MASTER PLANS - Sewer Master Plan Payback	Developer Fees	\$ 187,141	\$ 193,223	\$ 200,000	\$ 207,000	\$ 214,000	\$ 221,000	\$ 229,000	\$ 237,000
MASTER PLANS - Master Plan Update	Developer Fees	71,533							
MASTER PLANS - Comprehensive Impact Fee Study	Developer Fees	47,524							
MASTER PLANS - Comprehensive Impact Fee Study	WWTFR	25,000							
Total Master Plans		\$ 331,198	\$ 193,223	\$ 200,000	\$ 207,000	\$ 214,000	\$ 221,000	\$ 229,000	\$ 237,000
Stormwater Capital Projects									
STORMWATER - Programmed Capital Project Budget	Unfunded	\$ -	\$ 1,250,000	\$ 1,500,000	\$ 1,545,000	\$ 1,591,350	\$ 1,639,091	\$ 1,688,263	\$ 1,738,911
Total Stormwater Capital Projects		\$ -	\$ 1,250,000	\$ 1,500,000	\$ 1,545,000	\$ 1,591,350	\$ 1,639,091	\$ 1,688,263	\$ 1,738,911



City of Porterville
2020 Sewer Rate Study
Capital Improvement Plan

Asset #	Description	Acq date	ENR-CCI	Total Life	Acquisition Cost	Salvage Value	Other Period Accumulated Depreciation	Current Period Depreciation	Net Value	Trended Depreciation	Replacement Cost New Less Depreciation (RCNLD)
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Assets Summary

Total Sewer System					\$ 41,605,682	\$ -	\$ 5,994,939	\$ 11,599,242	\$ 24,011,502	\$ 57,970,875	\$ 42,778,613
2602	Grit Collector Rehab	6/30/1999	1.92	240	\$ 31,775	\$ -	\$ 3,177	\$ 28,597	\$ -	\$ 60,937	\$ -
5695	Chlorine Building	6/30/1999	1.92	600	279,583	-	11,183	75,488	192,912	166,215	369,961
6545	1998 Ford F-150 Pickup	2/10/1998	1.96	60	15,890	-	10,593	5,297	-	31,189	-
6896-1	2003Freightliner 5-7 Ton Dump Truck	7/1/2014	1.18	84	63,044	-	-	63,044	-	74,702	-
6935-1	ISO Model 6700FR Refrigerated Composite San	9/22/1999	1.92	60	13,007	-	4,553	8,455	-	24,945	-
6939-1	Repair 125hp Effluent Pump	11/9/1999	1.92	60	15,193	-	5,064	10,129	-	29,137	-
6940-1	Digester waste Gas Burner	6/1/2000	1.87	60	3,629	-	786	2,843	-	6,778	-
6983	Effluent Flow meter 24" 150 psi Outfall Line	6/9/2000	1.87	60	2,955	-	640	2,315	-	5,519	-
7046	Land- Newcomb/Morton	7/1/1953	19.37	-	22,000	-	-	-	22,000	-	426,058
7047	Land- Newcomb/Morton	7/2/1953	19.37	-	22,000	-	-	-	22,000	-	426,058
7048	Land- Newcomb/Morton	7/3/1953	19.37	-	22,000	-	-	-	22,000	-	426,058
7049	Land- Newcomb/Morton	7/4/1953	19.37	-	22,000	-	-	-	22,000	-	426,058
7050	Land- Prospect/Morton	7/5/1953	19.37	-	5,500	-	-	-	5,500	-	106,515
7144	Gantry Crane	9/6/2000	1.87	60	1,483	-	247	1,236	-	2,769	-
7188	Land- Underhill Property 12261 Road 216	11/3/2000	1.87	-	748,877	-	-	-	748,877	-	1,398,775
7191	Storage Building	6/30/2001	1.83	480	19,696	-	-	8,863	10,833	16,259	19,873
7360	169 Acres land- Nuckols Property [302-010-0-0]	6/30/2003	1.74	-	1,144,912	-	-	-	1,144,912	-	1,987,097
7365	Cast Iron Case Pump	10/24/2002	1.78	120	9,799	-	-	9,799	-	17,416	-
7369	Percolation Pond on the Underhill Property (89	6/30/2003	1.74	-	376,541	-	-	-	376,541	-	653,521
7369-1	Percolation Pond on the Underhill Property (FY	6/30/2004	1.63	-	34,746	-	-	-	34,746	-	56,744
7371	Monitoring Well FY2003 #89-9674	6/30/2003	1.74	600	128,288	-	-	41,052	87,236	71,249	151,407
7450	Effluent Manhole- Teapot Dome (89-9695)	6/30/2004	1.63	480	24,724	-	-	9,272	15,453	15,142	25,236
7483	Land- Hunsaker Property (163.4 acres for Percc	10/8/2004	1.63	-	743,829	-	-	-	743,829	-	1,214,775
7513	Upgrade SCADA	6/30/2006	1.50	60	43,927	-	-	43,927	-	65,849	-
7514	Sludge Drying Beds Expansion	6/30/2006	1.50	600	863,485	-	-	224,506	638,979	336,549	957,872
7581	2008 Ford F150 4x2 Regular Cab Shortbed Picku	4/17/2008	1.40	60	14,178	-	-	14,178	-	19,823	-
7605	2008 Ford F350 with 12' Flatbed and Crane (EQ	5/2/2008	1.40	84	33,744	-	-	33,744	-	47,179	-
7616	Waukesha Model#VGS116S1D Standby Engine	11/28/2007	1.46	120	282,788	-	-	282,788	-	412,236	-
7668	Rotary Screw Air Compressor and Refrigerated	6/30/2009	1.36	120	17,318	-	-	17,318	-	23,481	-
7669	Rotary Screw Air Compressor and Refrigerated	6/30/2009	1.36	120	17,318	-	-	17,318	-	23,481	-
7670	Orival Electric Filter with 500micron Screen anc	7/30/2008	1.40	120	8,911	-	-	8,911	-	12,459	-
7671	Air Conditioning Unit for Headworks Building	7/1/2008	1.40	120	7,152	-	-	7,152	-	9,999	-
7672	Air Conditioning Unit for Outfall Building	7/1/2008	1.40	120	7,152	-	-	7,152	-	9,999	-
7702	Reclamation Road 216 Pipeline and Weir	6/30/2010	1.32	480	161,723	-	-	36,387	125,336	48,025	165,422
7739	2011Kawasaki KAF400ABFL Mule Off-Road EQ#	4/13/2011	1.28	60	9,394	-	-	9,394	-	12,035	-
7746	5 Ton 14Seer Trane HVAC - WWTF Control Buil	5/31/2011	1.28	120	13,000	-	-	10,508	2,492	13,462	3,192
7747	5 Ton 14Seer Trane HVAC - WWTF Control Buil	5/31/2011	1.28	120	13,000	-	-	10,508	2,492	13,462	3,192
7748	3 1/2 Ton 14 Seer Trane HVAC - WWTF Sludge I	5/31/2011	1.28	120	5,400	-	-	4,365	1,035	5,592	1,326
7749	150 hp Turbine Pump with 150' Column (Reclar	1/30/2011	1.28	120	23,157	-	-	19,491	3,667	24,970	4,697
7847	12' Henke Blade & JRB Hyd Coupler for WWTF I	6/14/2013	1.22	60	28,643	-	-	28,643	-	34,861	-
8044	2018 Peterbilt 348 Dump Truck EQ36879	11/28/2017	1.08	120	134,593	-	-	21,310	113,282	23,062	122,595
8046	Sewage Plant	7/1/1953	19.37	600	858,755	-	825,020	33,735	-	16,630,897	-
8057	Super Shredder SSG-8000 Lower walks in-line N	1/16/2018	1.05	60	17,239	-	-	5,172	12,067	5,432	12,676
8066	2018 Ford F250 4x2 Crew Cab Pickup Truck EQ#	3/14/2018	1.05	60	28,508	-	-	7,602	20,906	7,986	21,960
8099	Triple Seal System Submersible Mixer XRW 302	11/12/2018	1.05	60	7,376	-	-	984	6,393	1,033	6,715
8114	John Deere TE 4x2 Electric Utility Vehicle EQ#6	4/15/2019	1.03	60	14,632	-	-	732	13,900	754	14,317
8122	World Lift WRTD60 Forklift EQ#6882	4/30/2019	1.03	120	49,795	-	-	830	48,965	855	50,434
8137	2019 John Deere 624L Wheel loader EQ#6884	6/27/2019	1.03	84	201,464	-	-	-	201,464	-	207,508
8139	Boiler Trerice - 3 way Valve Model # 940E-25K7	6/28/2019	1.03	60	10,054	-	-	-	10,054	-	10,356
8257	Effluent Outfall System	1/1/1986	2.71	360	118,275	-	60,897	57,378	-	319,983	-
8258	Monitoring Wells	7/1/1986	2.71	360	3,265	-	-	1,636	-	8,833	-
8277	Outfall To Drying Creek	6/1/1989	2.52	600	419,182	-	101,303	150,905	166,974	635,017	420,411
8281	Industrial Monitoring Manholes	6/1/1989	2.52	600	20,625	-	4,984	7,425	8,216	31,243	20,686
8285	Replace RAS Motor and Drive	6/1/1989	2.52	120	13,615	-	13,615	-	-	34,281	-
89-9623	WWTF Bar Screen and Auger Conveyor	10/31/2010	1.32	480	408,681	-	-	88,072	320,609	116,240	423,149
89-9636	WWTF Biological Odor Control System	10/16/2018	1.05	240	1,255,346	-	-	47,075	1,208,270	49,449	1,269,194
89-9642	6 Inch Transfer Line From Digester 1 to Digeste	9/30/2013	1.22	240	128,159	-	-	36,846	91,313	44,846	111,138
89-9650	WWTF Telemetry and SCADA Hardware System	6/5/2015	1.16	120	194,295	-	-	79,337	114,958	91,863	133,107
89-9658	Digester Mixing Pump and Valves	4/9/2016	1.12	120	51,514	-	-	16,742	34,772	18,817	39,082
89-9659	Influent Pump Station, 4 Flygt Pumps, and VFD	4/30/2014	1.18	300	928,900	-	-	191,972	736,927	227,469	873,189
89-9675	Reclamation Area Monitor Well	1/31/2011	1.28	480	28,621	-	-	6,023	22,599	7,716	28,952
89-9683	DAFT - Chain, Drive, and Flights	8/28/2014	1.18	240	109,761	-	-	26,526	83,236	31,430	98,626
89-9694	WWTF Operations Building Reroof With Polyun	6/30/2011	1.28	240	67,377	-	-	26,951	40,426	34,528	51,791
9015-10	Land - Grand Ave (APN#251-350-016)	6/30/2019	1.03	-	301,285	-	-	-	301,285	-	310,324
9064	Sewer Lift Station /wt cons plit	7/1/1972	6.63	600	15,000	-	8,687	5,411	902	93,446	5,981
9087	Sewage Plant Addition	6/1/1979	3.87	600	5,078,995	-	2,234,488	1,833,697	1,010,810	15,741,386	3,911,218
9088	Sewer Plant Piping	6/1/1981	3.29	600	14,809	-	-	5,923	5,345	37,039	11,639
9089	Sewage Plant Expansion	6/1/1981	3.29	600	41,736	-	15,690	15,624	10,423	102,929	34,260
9090	Sewage Plant Expansion	6/1/1983	2.86	600	4,080	-	1,469	1,472	1,139	8,405	3,255
9091	Sewage Plant Expansion	6/1/1987	2.64	600	1,893,126	-	529,991	683,001	680,134	3,198,978	1,793,690
9338	Plant Expansion	6/30/1988	2.57	600	51,387	-	13,360	18,500	19,527	81,921	50,210
9602	Sewer Equipment, Miscellaneous Capital Repai	6/30/1992	2.33	120	59,895	-	-	6,487	-	139,612	-
9606-1	WWTF Grit System Towers and Barscreens	6/30/2009	1.36	600	1,002,893	-	-	200,579	802,314	271,958	1,087,831
9607	Sludge Bed Expansion - Airport	3/31/1997	1.99	360	261,266	-	37,013	156,760	67,494	386,473	134,614
9608	Sewer Manhole, Olive/Wisconsin	6/30/1997	1.99	600	1,752	-	140	631	981	1,537	1,957
9608-09	Effluent Pipeline & Land Leveling at Reclamat	6/30/2009	1.36	600	1,036,610	-	-	207,322	829,288	281,100	1,124,404
9630	Sludge Pond Paving	6/30/1989	2.52	240	37,973	-	20,324	17,649	-	95,609	-
9631	WWTF Flow meter Rehabilitation	6/30/1993	2.23	240	4,951	-	1,980	2,970	-	11,041	-
9635	Digester Rehabilitation	6/30/1991	2.40	480	34,987	-	8,747	15,744	10,496	58,858	25,225
9638	Lift Station Pump Replacement	6/30/1990	2.46	240	36,503	-	20,077	16,426	-	89,637	-
9639-1	WWTF Huber Screw Press Sludge Dewatering a	6/30/2017	1.08	480	4,754,075	-	-	237,704	4,516,371	257,245	4,887,659
9646	Outfall Pump Drive	6/30/1991	2.40	120	14,567	-	14,567	-	-	35,008	-
9648	WWTF Expansion Design	6/30/1994	2.15	240	1,227,609	-	429,663	797,945	-	2,637,673	-
9655	Temporary Sludge Beds	6/30/1993	2.23	60	85,604	-	85,604	-	-	190,920	-
9666-1	Franklin Miller Spirallift Washer Grinder Compa	11/29/2017	1.08	120	229,669	-	-	36,364	193,304	39,354	209,196
9673-1	Cleaver Brooks Fire tube Boiler Model #CFC-70I	2/16/2018	1.05	120	82,790	-	-	11,728	71,061	12,320	74,644
9673-2	Cleaver Brooks Fire tube Boiler Model #CFC-70I	2/16/2018	1.05	120	82,790	-	-	11,728	71,061	12,320	74,644
9676	Monitoring Wells	7/1/1995	2.12	600	156,904	-	23,013	54,954	78,937	165,593	167,653
9696	WWTF Expansion From 4MGD to 8MGD	3/31/1996	2.07	600	13,487,974	-	1,416,237	4,855,671	7,216,066	12,967,642	14,919,759
9813	Digester Repair	6/30/2000	1.87	480	123,961	-	3,099	55,782	65,080	109,980	121,558
9814	Digester Repair	6/30/2000	1.87	480	1,086,358	-	27,159	488,861	570,338	963,838	1,065,294
9815	Hydrogen Sulfide Removal System	6/30/2000	1.87	480	24,344	-	609	10,955	12,780	21,599	23,871



City of Porterville

2020 Sewer Rate Study

Usage Forecast

3-yr average

	CY 2017	CY 2018	CY 2019	CY 2020	CY 2021	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027	CY 2028
Retail Usage Summary												
Single Family Residential	2,362,076	2,544,313	1,974,167	2,443,120	2,455,336	2,467,613	2,479,951	2,492,350	2,504,812	2,517,336	2,529,923	2,542,573
Multi-Family Residential	503,318	484,304	405,241	490,570	493,023	495,488	497,966	500,455	502,958	505,472	508,000	510,540
Commercial/Institutional	570,647	606,507	511,233	596,534	599,517	602,514	605,527	608,555	611,597	614,655	617,729	620,817
Industrial	22,068	21,077	12,372	20,730	20,834	20,938	21,043	21,148	21,253	21,360	21,467	21,574
Landscape Irrigation	241,303	279,744	230,431	264,361	265,683	267,012	268,347	269,688	271,037	272,392	273,754	275,123
Other	165,205	180,099	154,814	174,392	175,264	176,140	177,021	177,906	178,796	179,690	180,588	181,491
Total Retail Usage Summary	3,864,617	4,116,044	3,288,258	3,989,708	4,009,657	4,029,705	4,049,854	4,070,103	4,090,453	4,110,906	4,131,460	4,152,117

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Single Family Residential

January	104,360	163,949	72,299	134,155	134,825	135,499	136,177	136,858	137,542	138,230	138,921	139,616
February	96,186	126,931	94,284	111,559	112,116	112,677	113,240	113,806	114,375	114,947	115,522	116,100
March	126,077	129,327	56,319	127,702	128,341	128,982	129,627	130,275	130,927	131,581	132,239	132,900
April	178,891	128,599	54,666	153,745	154,514	155,286	156,063	156,843	157,627	158,415	159,207	160,004
May	223,134	232,216	28,462	227,675	228,813	229,957	231,107	232,263	233,424	234,591	235,764	236,943
June	226,588	281,732	207,213	238,511	239,704	240,902	242,107	243,317	244,534	245,756	246,985	248,220
July	277,166	264,395	270,913	270,825	272,179	273,540	274,907	276,282	277,663	279,052	280,447	281,849
August	275,233	349,428	343,943	322,868	324,482	326,105	327,735	329,374	331,021	332,676	334,339	336,011
September	262,691	274,181	295,157	277,343	278,730	280,123	281,524	282,932	284,346	285,768	287,197	288,633
October	229,824	219,989	232,436	227,416	228,553	229,696	230,845	231,999	233,159	234,325	235,496	236,674
November	215,867	231,877	172,573	206,772	207,806	208,845	209,889	210,939	211,994	213,054	214,119	215,189
December	146,059	141,689	145,902	144,550	145,273	145,999	146,729	147,463	148,200	148,941	149,686	150,434
Total Single Family Residential	2,362,076	2,544,313	1,974,167	2,443,120	2,455,336	2,467,613	2,479,951	2,492,350	2,504,812	2,517,336	2,529,923	2,542,573

Multi-Family Residential

January	30,905	39,700	26,296	35,303	35,479	35,656	35,835	36,014	36,194	36,375	36,557	36,740
February	30,425	30,437	30,619	30,431	30,583	30,736	30,890	31,044	31,199	31,355	31,512	31,670
March	37,344	31,693	19,066	34,519	34,691	34,865	35,039	35,214	35,390	35,567	35,745	35,924
April	43,309	30,310	17,684	36,810	36,994	37,179	37,364	37,551	37,739	37,928	38,117	38,308
May	46,269	41,871	8,619	44,070	44,290	44,512	44,734	44,958	45,183	45,409	45,636	45,864
June	43,072	47,888	38,790	43,250	43,466	43,684	43,902	44,122	44,342	44,564	44,787	45,011
July	48,970	41,754	41,582	44,102	44,323	44,544	44,767	44,991	45,216	45,442	45,669	45,897
August	47,067	53,884	54,651	51,867	52,127	52,387	52,649	52,912	53,177	53,443	53,710	53,979
September	50,331	46,727	48,850	48,636	48,879	49,124	49,369	49,616	49,864	50,113	50,364	50,616
October	43,521	40,209	43,386	42,372	42,584	42,797	43,011	43,226	43,442	43,659	43,877	44,097
November	46,164	45,564	40,935	44,221	44,442	44,664	44,888	45,112	45,338	45,564	45,792	46,021
December	35,941	34,267	34,763	34,990	35,165	35,341	35,518	35,695	35,874	36,053	36,234	36,415
Total Multi-Family Residential	503,318	484,304	405,241	490,570	493,023	495,488	497,966	500,455	502,958	505,472	508,000	510,540

Commercial/Institutional

January	31,288	42,385	27,333	36,837	37,021	37,206	37,392	37,579	37,767	37,956	38,145	38,336
February	32,707	37,287	35,638	34,997	35,172	35,348	35,525	35,702	35,881	36,060	36,240	36,422
March	42,149	36,840	21,482	39,495	39,692	39,890	40,090	40,290	40,492	40,694	40,898	41,102
April	47,645	38,652	19,332	43,149	43,364	43,581	43,799	44,018	44,238	44,459	44,682	44,905
May	51,331	55,719	3,001	53,525	53,793	54,062	54,332	54,604	54,877	55,151	55,427	55,704
June	47,919	58,907	52,303	53,043	53,308	53,575	53,843	54,112	54,382	54,654	54,928	55,202
July	52,405	50,231	53,566	52,067	52,328	52,589	52,852	53,117	53,382	53,649	53,917	54,187
August	53,170	72,589	73,512	66,424	66,756	67,090	67,425	67,762	68,101	68,441	68,784	69,128
September	57,967	61,162	69,296	62,808	63,122	63,438	63,755	64,074	64,394	64,716	65,040	65,365
October	55,398	54,983	55,513	55,298	55,574	55,852	56,132	56,412	56,694	56,978	57,263	57,549
November	57,959	60,523	59,036	59,173	59,469	59,766	60,065	60,365	60,667	60,970	61,275	61,581



City of Porterville

2020 Sewer Rate Study

Usage Forecast

3-yr average

	CY 2017	CY 2018	CY 2019	CY 2020	CY 2021	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027	CY 2028
December	40,709	37,229	41,221	39,720	39,918	40,118	40,318	40,520	40,723	40,926	41,131	41,337
Total Commercial/Institutional	570,647	606,507	511,233	596,534	599,517	602,514	605,527	608,555	611,597	614,655	617,729	620,817
Industrial												
January	1,140	1,519	700	1,330	1,336	1,343	1,350	1,356	1,363	1,370	1,377	1,384
February	1,271	1,363	944	1,317	1,324	1,330	1,337	1,344	1,350	1,357	1,364	1,371
March	2,065	1,634	6	1,850	1,859	1,868	1,877	1,887	1,896	1,906	1,915	1,925
April	1,482	1,484	20	1,483	1,490	1,498	1,505	1,513	1,520	1,528	1,536	1,543
May	2,681	2,053	3	2,367	2,379	2,391	2,403	2,415	2,427	2,439	2,451	2,463
June	1,753	1,949	1,370	1,691	1,699	1,708	1,716	1,725	1,733	1,742	1,751	1,759
July	1,416	2,027	1,846	1,763	1,772	1,781	1,790	1,799	1,808	1,817	1,826	1,835
August	2,528	2,505	2,634	2,556	2,568	2,581	2,594	2,607	2,620	2,633	2,646	2,660
September	1,833	1,814	1,448	1,698	1,707	1,715	1,724	1,733	1,741	1,750	1,759	1,767
October	2,100	1,819	1,346	1,755	1,764	1,773	1,781	1,790	1,799	1,808	1,817	1,826
November	2,348	1,825	1,177	1,783	1,792	1,801	1,810	1,819	1,828	1,838	1,847	1,856
December	1,451	1,085	878	1,138	1,144	1,149	1,155	1,161	1,167	1,173	1,178	1,184
Total Industrial	22,068	21,077	12,372	20,730	20,834	20,938	21,043	21,148	21,253	21,360	21,467	21,574
Landscape Irrigation												
January	3,907	11,024	2,441	7,466	7,503	7,540	7,578	7,616	7,654	7,692	7,731	7,769
February	2,821	8,051	3,927	5,436	5,463	5,490	5,518	5,546	5,573	5,601	5,629	5,657
March	3,712	10,898	959	7,305	7,342	7,378	7,415	7,452	7,489	7,527	7,565	7,602
April	14,739	8,463	1,587	11,601	11,659	11,717	11,776	11,835	11,894	11,953	12,013	12,073
May	19,707	22,096	2,189	20,902	21,006	21,111	21,217	21,323	21,429	21,536	21,644	21,752
June	21,709	33,341	23,247	26,099	26,229	26,361	26,492	26,625	26,758	26,892	27,026	27,161
July	34,450	32,246	29,950	32,215	32,376	32,538	32,701	32,864	33,029	33,194	33,360	33,527
August	31,840	41,229	46,287	39,785	39,984	40,184	40,385	40,587	40,790	40,994	41,199	41,405
September	32,614	36,851	43,555	37,673	37,862	38,051	38,241	38,432	38,625	38,818	39,012	39,207
October	30,724	30,584	36,965	32,758	32,921	33,086	33,251	33,418	33,585	33,753	33,922	34,091
November	30,561	31,425	23,349	28,445	28,587	28,730	28,874	29,018	29,163	29,309	29,456	29,603
December	14,519	13,536	15,975	14,677	14,750	14,824	14,898	14,972	15,047	15,123	15,198	15,274
Total Landscape Irrigation	241,303	279,744	230,431	264,361	265,683	267,012	268,347	269,688	271,037	272,392	273,754	275,123
Other												
January	954	3,678	924	2,316	2,328	2,339	2,351	2,363	2,374	2,386	2,398	2,410
February	979	2,709	1,352	1,844	1,853	1,862	1,872	1,881	1,891	1,900	1,910	1,919
March	1,593	2,972	359	2,283	2,294	2,305	2,317	2,328	2,340	2,352	2,364	2,375
April	5,225	3,205	1,095	4,215	4,236	4,257	4,279	4,300	4,321	4,343	4,365	4,387
May	16,940	15,728	203	16,334	16,416	16,498	16,580	16,663	16,746	16,830	16,914	16,999
June	21,425	23,528	19,888	21,614	21,722	21,830	21,939	22,049	22,159	22,270	22,382	22,493
July	25,099	25,788	25,741	25,543	25,670	25,799	25,928	26,057	26,188	26,319	26,450	26,582
August	27,152	32,166	30,578	29,965	30,115	30,266	30,417	30,569	30,722	30,876	31,030	31,185
September	23,881	26,932	27,644	26,152	26,283	26,415	26,547	26,679	26,813	26,947	27,082	27,217
October	18,071	21,069	22,189	20,443	20,545	20,648	20,751	20,855	20,959	21,064	21,169	21,275
November	19,717	16,272	14,553	16,847	16,932	17,016	17,101	17,187	17,273	17,359	17,446	17,533
December	4,169	6,052	10,288	6,836	6,871	6,905	6,939	6,974	7,009	7,044	7,079	7,115
Total Other	165,205	180,099	154,814	174,392	175,264	176,140	177,021	177,906	178,796	179,690	180,588	181,491



City of Porterville

2020 Sewer Rate Study

Capital Costs Allocation

	Estimated Costs	Flow	ALLOCATION PERCENTAGES		ALLOCATION AMOUNTS		
			BOD	TSS	Flow	BOD	TSS
CAPITAL COSTS ALLOCATION							
Phase III - Putnam/RR to Plano	\$0	100%			\$0	\$0	\$0
Phase IV - Baker/Murry	46,000	100%			46,000	0	0
Phase V - Murry/Harrison to Putnam	118,000	100%			118,000	0	0
Phase VI - Roche/Alley/Henrahan	85,000	100%			85,000	0	0
*Area 1 (456A & 457) Poplar/Brown/Wisconsin/Jaye St	1,200,000	100%			1,200,000	0	0
*Area 5 (456B & 456C) Olive/Center/Cloverleaf/Jaye St	1,755,000	100%			1,755,000	0	0
>Annexation 474 - Beverly Grand Area Boyles/Beverly/Prospect/Maston Sts	1,500,000	100%			1,500,000	0	0
>Annexation 475 - Westfield/Jaye Area Villa/Woods/Jaye/Mulberry	1,550,000	100%			1,550,000	0	0
>Annexation 476 - Akin/Ponca Area Yates/Worth/3rd/4th/Lincoln/Gibbons	3,050,000	100%			3,050,000	0	0
>Annexation 478 - Cobb/Dogwood Areas Cobb/Dogwood/Elderwood/Putnam/Thurman/Harrison	2,580,000	100%			2,580,000	0	0
>Annexation 479 - Roby Island Area Atkins/Lucy/Waukesha/Maston/Cobb/ Slaughter/Roby	2,420,000	100%			2,420,000	0	0
Lift Station Upgrade	769,740	100%			769,740	0	0
Main St. @ SR 190 Casing (Poplar conn)	58,853	100%			58,853	0	0
Main St. @ SR 190 Vandalia Ave Pipe (Poplar conn)	85,698	100%			85,698	0	0
Mathew St Capacity Analysis - Lift St. No. 11 Mulberry to Henderson	0	100%			0	0	0
Mulberry (Los Robles east)	91,000	100%			91,000	0	0
Newcomb - Henderson south to Grand Ave. - Pipe	396,000	100%			396,000	0	0
Hwy 190 - Jaye St. to E. St. - Pipe	352,000	100%			352,000	0	0
Hwy 190 - E. St. to Main St. - Pipe	151,000	100%			151,000	0	0
Vandalia Ave. - Main St. to Plano St. - Pipe	361,000	100%			361,000	0	0
Blower Building Floor Coating/Noise Attenuation	0		50%	50%	0	0	0
Canopy for dewatering equipment	0		50%	50%	0	0	0
Digester #2 and #3 Repairs, incl wastegas flare replacement and piping	0		50%	50%	0	0	0
Digester Cleaning/Coating/Equipment Replacement	840,840		50%	50%	0	420,420	420,420
Effluent Outfall Pump Replacement	600,000		50%	50%	0	300,000	300,000
Emergency Generator for WWTF (200kW)	0		50%	50%	0	0	0
Manhole 10A Inspection/Repair	0		50%	50%	0	0	0
Reclamation Area Pipeline Installation	0	100%			0	0	0
Septic Station Retrofit	0		50%	50%	0	0	0
Sludge/Grit Staging Area	0		50%	50%	0	0	0
Sludge Line - Westwood Bridge over Tule River	30,000		50%	50%	0	15,000	15,000
WAS Pump Replacement	0		50%	50%	0	0	0
Wastewater Needs Assessment and Master Plan	0	34%	33%	33%	0	0	0
Digester #1 and #4 Repairs	0		50%	50%	0	0	0
Digester Design	0		50%	50%	0	0	0
Digester Construction	1,500,000		50%	50%	0	750,000	750,000
Odor Control Project - Phase 2	0		50%	50%	0	0	0
Odor Control Design	250,000		50%	50%	0	125,000	125,000
Odor ControlConstruction	1,750,000		50%	50%	0	875,000	875,000
Office Building - Design	0	34%	33%	33%	0	0	0
Office Building - Relocation to temp structure	0	34%	33%	33%	0	0	0
Office Building - Remediation and Demolition	0	34%	33%	33%	0	0	0
Office Building - Construction	700,000	34%	33%	33%	238,000	231,000	231,000
Plant #2 Evaluation & Repairs	0	34%	33%	33%	0	0	0
Plant #2 - Evaluation	0	34%	33%	33%	0	0	0
Plant #2 - Design	0	34%	33%	33%	0	0	0
Plant #2 - Construction	400,000	34%	33%	33%	136,000	132,000	132,000
Plant #1 - Evaluation	25,000	34%	33%	33%	8,500	8,250	8,250



City of Porterville

2020 Sewer Rate Study

Capital Costs Allocation

	Estimated Costs	ALLOCATION PERCENTAGES			ALLOCATION AMOUNTS		
		Flow	BOD	TSS	Flow	BOD	TSS
Plant #1 - Design incl re-asphalt	125,000	34%	33%	33%	42,500	41,250	41,250
Plant #1 - Construction incl asphalt repairs	600,000	34%	33%	33%	204,000	198,000	198,000
Tertiary Treatment - Design	4,585,000		50%	50%	0	2,292,500	2,292,500
Tertiary Treatment - Nitrification/De-nitrification Project - Consultant Services - Plant Expansion	60,200,000		50%	50%	0	30,100,000	30,100,000
Tertiary Treatment - Nitrification/De-nitrification Project - Construction	0		50%	50%	0	0	0
Tertiary Treatment - Construction / Sludge bed Relocation	12,500,000		50%	50%	0	6,250,000	6,250,000
MASTER PLANS - Sewer Master Plan Payback	1,999,223	34%	33%	33%	679,736	659,744	659,744
MASTER PLANS - Master Plan Update	0	34%	33%	33%	0	0	0
MASTER PLANS - Comprehensive Impact Fee Study	0	34%	33%	33%	0	0	0
MASTER PLANS - Comprehensive Impact Fee Study	0	34%	33%	33%	0	0	0
STORMWATER - Programmed Capital Project Budget	14,588,504	100%			14,588,504	0	0
TOTAL	\$117,262,858	27.7%	36.2%	36.2%	\$32,466,531	\$42,398,164	\$42,398,164
OVERALL COST ALLOCATION							
2021/22 through 2030/31 Expenses							
O&M	\$62,296,828	50%	25%	25%	31,148,414	15,574,207	15,574,207
Existing - Debt Service	60,445,012	34%	33%	33%	20,551,304	19,946,854	19,946,854
Capital Costs	117,262,858	28%	36%	36%	32,466,531	42,398,164	42,398,164
Fixed Assets - WWTP	\$17,594,180	34%	33%	33%	5,982,021	5,806,079	5,806,079
TOTAL	\$257,598,878	35.0%	32.5%	32.5%	90,148,270	83,725,304	83,725,304



City of Porterville

2020 Sewer Rate Study

Capital Costs Allocation

Customer Classification	Accounts	Dwelling Units	Flow MGD	BOD mg/L	TSS mg/L	BOD lb/Day	TSS lb/Day	Usage (HCF/Mo)
<u>RESIDENTIAL CUSTOMER CLASSES</u>								
Single Family Residential - Units	11,804	39,779	3.0153	250	175	6,287	4,401	120,934
Multifamily Residential - Units	656	7,675	1.0669	250	175	2,224	1,557	42,788
Trailer Park - Spaces	263	1,178	0.1638	250	175	341	239	6,569
		48,633						
<u>COMMERCIAL CUSTOMER CLASSES</u>								
Car Wash, Laundry, Packing House	23		0.0278	100	150	23	35	1,115
Bars, Hotels w/o Dining	13		0.0164	200	200	27	27	659
Stores, Offices, Markets	695		0.6105	150	150	764	764	24,487
Hospital, Rest Homes	27		0.0202	250	100	42	17	811
Multi-Unit with Cons	4		0.0013	250	150	3	2	51
Mortuaries	2		0.0025	800	800	17	17	101
Service Stations and Auto Repairs	63		0.0695	180	280	104	162	2,788
Restaurants	98		0.0834	800	600	557	417	3,346
Churches	61		0.0746	150	150	93	93	2,991
Schools	51		0.0518	130	100	56	43	2,079
City of Porterville	23		0.0215	150	150	27	27	862
State Hospital	1		0.0013	250	100	3	1	51
PVPUD	1	2,544						
Industrial	15		0.0215	150	100	27	18	862
Septic Tanks	7		0.0114	5,400	12,000	512	1,139	456
TOTALS	13,807	51,177	5.2597			11,108	8,959	210,950



City of Porterville

2020 Sewer Rate Study

Capital Costs Allocation

Customer Classification	Accounts	Dwelling Units	Flow	COST ALLOCATION		Total Revenue Requirement	Projected Annual Water Use (HCF)	Projected Rates (\$/HCF)	Monthly Flat Rate
				BOD	TSS				
RESIDENTIAL CUSTOMER CLASSES									
Single Family Residential - per unit	11,804	39,779	\$1,905,248	\$1,746,947	\$1,516,201	\$5,168,396	1,471,362	\$3.51	\$36.50
Multifamily Residential - per unit	656	7,675	674,105	618,096	536,455	1,828,656	520,590	3.51	19.90
Trailer Park - per space	263	1,178	103,484	94,886	82,353	280,722	79,917	3.51	19.90
COMMERCIAL CUSTOMER CLASSES									
Car Wash, Laundry, Packing House	23		\$17,572	\$6,445	\$11,986	\$36,002	13,570	\$2.66	
Bars, Hotels w/o Dining	13		10,383	7,616	9,443	27,443	8,019	3.43	
Stores, Offices, Markets	695		385,775	212,234	263,144	861,153	297,922	2.90	
Hospital, Rest Homes	27		12,779	11,718	5,811	30,308	9,869	3.08	
Multi-Unit with Cons	4		799	732	545	2,076	617	3.37	
Mortuaries	2		1,597	4,687	5,811	12,096	1,234	9.81	
Service Stations and Auto Repairs	63		43,929	29,001	55,934	128,864	33,925	3.80	
Restaurants	98		52,715	154,671	143,830	351,216	40,710	8.63	
Churches	61		47,124	25,925	32,144	105,193	36,392	2.90	
Schools	51		32,747	15,614	14,892	63,252	25,289	2.51	
City of Porterville	23		13,578	7,470	9,262	30,310	10,486	2.90	
State Hospital	1		799	732	363	1,894	617	3.08	
Industrial - per hcf	15		13,578	7,470	6,175	27,222	10,486	2.60	
Septic Tanks - per 1,000 gallons	7		7,188	142,368	392,264	541,820	5,551	97.61	
								130.49	4,152
TOTALS	13,806	48,633	\$3,323,400	\$3,086,611	\$3,086,611	\$9,496,622	2,566,555		
Allocation percentages			35.0%	32.5%	32.5%				
Annual cost requirements			\$3,323,400	\$3,086,611	\$3,086,611	\$9,496,622			



City of Porterville

2020 Sewer Rate Study

Capital Costs Allocation

Customer Classification	Revenue Under Existing Rates	2024 Test Year Cost of Service	Change
<u>RESIDENTIAL CUSTOMER CLASSES</u>			
Single Family Residential - per unit	\$3,806,082	\$8,066,854	111.9%
Multifamily Residential - per unit	2,350,453	2,855,174	21.5%
Trailer Park - per space	360,824	438,305	21.5%
RESIDENTIAL SUBTOTAL	\$6,517,359	\$11,360,333	74.3%
<u>COMMERCIAL CUSTOMER CLASSES</u>			
Car Wash, Laundry, Packing House	\$13,027	\$56,180	331.3%
Bars, Hotels w/o Dining	9,783	42,819	337.7%
Stores, Offices, Markets	309,839	1,343,628	333.7%
Hospital, Rest Homes	10,757	47,371	340.4%
Multi-Unit with Cons	734	3,238	341.2%
Mortuaries	2,406	18,875	684.6%
Service Stations and Auto Repairs	46,138	201,174	336.0%
Restaurants	120,908	547,955	353.2%
Churches	15,285	164,129	973.8%
Schools	7,587	98,882	1,203.3%
City of Porterville	8,703	47,291	443.4%
State Hospital	672	2,961	340.4%
COMMERCIAL SUBTOTAL	\$545,839	\$2,574,503	371.7%
Industrial - per hcf	\$9,752	\$42,468	335.5%
Septic Tanks - per 1,000 gallons	\$94,260	\$845,222	796.7%
Porter Vista	\$200,052	\$265,000	32.5%
TOTALS	\$7,367,262	\$15,087,526	104.7%



City of Porterville

2020 Sewer Rate Study

Rate Design: Alternative 1 Rates - Existing Rate Structure

Description	Existing Rates	2023/24	2024/25	2025/26	2026/27	2027/2028	5-Year Cumulative Increase
Revenue Increase		32.5%	32.5%	8.5%	8.5%	8.5%	124.2%
<u>RESIDENTIAL</u>							
Single Family Residential - per unit	\$26.87	\$30.20	\$39.95	\$43.35	\$47.00	\$51.00	74.9%
Multifamily Residential - per unit	25.52	28.69	37.96	41.18	44.65	48.45	75.0%
Trailer Park - per space	25.52	28.69	37.96	41.18	44.65	48.45	75.0%
<u>COMMERCIAL - per hcf</u>							
Car Wash, Laundry, Packing House	\$0.96	\$2.66	\$3.52	\$3.82	\$4.14	\$4.50	331.3%
Bars, Hotels w/o Dining	1.22	3.43	4.54	4.93	5.34	5.80	337.7%
Stores, Offices, Markets	1.04	2.90	3.83	4.16	4.51	4.90	333.7%
Hospital, Rest Homes	1.09	3.08	4.07	4.42	4.80	5.20	340.4%
Multi-Unit with Cons	1.19	3.37	4.46	4.84	5.25	5.70	341.2%
Mortuaries	1.95	9.81	13.00	14.10	15.30	16.60	684.6%
Service Stations and Auto Repairs	1.36	3.80	5.04	5.47	5.93	6.43	336.0%
Restaurants	2.97	8.63	11.44	12.41	13.46	14.61	353.2%
Churches	0.42	2.90	3.83	4.16	4.51	4.90	973.8%
Schools	0.30	2.51	3.32	3.60	3.91	4.24	1,203.3%
City of Porterville	0.83	2.90	3.83	4.16	4.51	4.90	443.4%
State Hospital	1.09	3.08	4.07	4.42	4.80	5.20	340.4%
Industrial - per hcf	\$0.93	\$2.60	\$3.44	\$3.74	\$4.05	\$4.40	335.5%
Septic Tanks - per 1,000 gallons	\$22.70	\$130.50	\$172.90	\$187.60	\$203.55	\$220.85	796.7%
REVENUE RECOVERED FROM RATES	\$7,167,210	\$9,548,698	\$12,632,662	\$13,707,949	\$14,863,322	\$16,130,383	
ACTUAL COST OF SERVICE		\$9,496,622	\$12,583,023	\$13,652,580	\$14,813,050	\$16,072,159	
VARIANCE - \$		\$52,077	\$49,639	\$55,369	\$50,272	\$58,224	
VARIANCE - %		0.5%	0.4%	0.4%	0.3%	0.4%	



City of Porterville

2020 Sewer Rate Study

Rate Design: Alternative 2 Rates - Cost of Service

Description	Existing Rates	2023/24	2024/25	2025/26	2026/27	2027/2028	5-Year Cumulative Increase
Revenue Increase		32.5%	32.5%	8.5%	8.5%	8.5%	124.2%
RESIDENTIAL							
Single Family Residential - per unit	\$26.87	\$36.50	\$48.35	\$52.50	\$56.95	\$61.80	111.9%
Multifamily Residential - per unit	25.52	19.90	26.35	28.55	31.00	33.65	21.5%
Trailer Park - per space	25.52	19.90	26.35	28.55	31.00	33.65	21.5%
COMMERCIAL - per hcf							
Car Wash, Laundry, Packing House	\$0.96	\$2.66	\$3.52	\$3.82	\$4.14	\$4.50	331.3%
Bars, Hotels w/o Dining	1.22	3.43	4.54	4.93	5.34	5.80	337.7%
Stores, Offices, Markets	1.04	2.90	3.83	4.16	4.51	4.90	333.7%
Hospital, Rest Homes	1.09	3.08	4.07	4.42	4.80	5.20	340.4%
Multi-Unit with Cons	1.19	3.37	4.46	4.84	5.25	5.70	341.2%
Mortuaries	1.95	9.81	13.00	14.10	15.30	16.60	684.6%
Service Stations and Auto Repairs	1.36	3.80	5.04	5.47	5.93	6.43	336.0%
Restaurants	2.97	8.63	11.44	12.41	13.46	14.61	353.2%
Churches	0.42	2.90	3.83	4.16	4.51	4.90	973.8%
Schools	0.30	2.51	3.32	3.60	3.91	4.24	1,203.3%
City of Porterville	0.83	2.90	3.83	4.16	4.51	4.90	443.4%
State Hospital	1.09	3.08	4.07	4.42	4.80	5.20	340.4%
Industrial - per hcf	\$0.93	\$2.60	\$3.44	\$3.74	\$4.05	\$4.40	335.5%
Septic Tanks - per 1,000 gallons	\$22.70	\$130.50	\$172.90	\$187.60	\$203.55	\$220.85	796.7%
REVENUE RECOVERED FROM RATES	\$7,167,210	\$9,507,220	\$12,589,044	\$13,662,201	\$14,822,526	\$16,087,810	
ACTUAL COST OF SERVICE		\$9,496,622	\$12,583,023	\$13,652,580	\$14,813,050	\$16,072,159	
VARIANCE - \$		\$10,598	\$6,021	\$9,621	\$9,476	\$15,651	
VARIANCE - %		0.1%	0.0%	0.1%	0.1%	0.1%	



City of Porterville

2020 Sewer Rate Study

Rate Design: Alternative 3 Rates - Residential Consolidation

Description	Existing Rates	2023/24	2024/25	2025/26	2026/27	2027/2028	5-Year Cumulative Increase
Revenue Increase		32.5%	32.5%	8.5%	8.5%	8.5%	124.2%
<u>RESIDENTIAL</u>							
Single Family Residential - per unit	\$26.87	\$29.55	\$39.10	\$42.40	\$46.00	\$49.90	71.2%
Multifamily Residential - per unit	25.52	29.55	39.10	42.40	46.00	49.90	80.3%
Trailer Park - per space	25.52	29.55	39.10	42.40	46.00	49.90	80.3%
<u>COMMERCIAL - per hcf</u>							
Car Wash, Laundry, Packing House	\$0.96	\$2.66	\$3.52	\$3.82	\$4.14	\$4.50	331.3%
Bars, Hotels w/o Dining	1.22	3.43	4.54	4.93	5.34	5.80	337.7%
Stores, Offices, Markets	1.04	2.90	3.83	4.16	4.51	4.90	333.7%
Hospital, Rest Homes	1.09	3.08	4.07	4.42	4.80	5.20	340.4%
Multi-Unit with Cons	1.19	3.37	4.46	4.84	5.25	5.70	341.2%
Mortuaries	1.95	9.81	13.00	14.10	15.30	16.60	684.6%
Service Stations and Auto Repairs	1.36	3.80	5.04	5.47	5.93	6.43	336.0%
Restaurants	2.97	8.63	11.44	12.41	13.46	14.61	353.2%
Churches	0.42	2.90	3.83	4.16	4.51	4.90	973.8%
Schools	0.30	2.51	3.32	3.60	3.91	4.24	1,203.3%
City of Porterville	0.83	2.90	3.83	4.16	4.51	4.90	443.4%
State Hospital	1.09	3.08	4.07	4.42	4.80	5.20	340.4%
Industrial - per hcf	\$0.93	\$2.60	\$3.44	\$3.74	\$4.05	\$4.40	335.5%
Septic Tanks - per 1,000 gallons	\$22.70	\$130.50	\$172.90	\$187.60	\$203.55	\$220.85	796.7%
REVENUE RECOVERED FROM RATES	\$7,167,210	\$9,547,994	\$12,633,376	\$13,702,998	\$14,865,100	\$16,128,620	
ACTUAL COST OF SERVICE		\$9,496,622	\$12,583,023	\$13,652,580	\$14,813,050	\$16,072,159	
VARIANCE - \$		\$51,373	\$50,353	\$50,418	\$52,050	\$56,461	
VARIANCE - %		0.5%	0.4%	0.4%	0.4%	0.4%	

RESOLUTION NO. 68-2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONCERNING INCREASING SEWER RATES THROUGH AND INCLUDING
FISCAL YEARS 2023/2004 THROUGH 2027/2028**

WHEREAS: The City of Porterville, through Municipal Code Chapter 25, is empowered to provide Residential, Commercial and Industrial customers with Sewer collection and wastewater treatment services; and

WHEREAS: By Chapter 25, the City Council of the City of Porterville may establish rates necessary to operate said Sewer collection and treatment services. The charges by the City for its Sewer collection and treatment are to be collected monthly by the finance department for the use and benefit of the City and shall be fixed by resolution of the City Council; and

WHEREAS, the City performed a Sewer Rate Study completed by Carollo Engineers in 2023. The “Study” determined that current Sewer rates are insufficient to support current and future operations. Carollo Engineers recommended adopting a rate structure modification as well as a plan of annual rate adjustments for Fiscal Year (“FY”) 2023/2024 through FY 2026/2027 that are sufficient for the immediate and future operating needs of the Sewer collection and wastewater treatment system; and

WHEREAS, the Study demonstrates a need to increase the Sewer rates as follows:

		PROPOSED RATE INCREASE				
RESIDENTIAL RATES	EXISTING RATES	2023/24	2024/25	2025/26	2026/27	2027/28
Single Family Residential - per unit	\$26.87	\$29.55	\$39.10	\$42.40	\$46.00	\$49.90
Multi Family Residential-per unit	\$25.52	\$29.55	\$39.10	\$42.40	\$46.00	\$49.90
Trailer Park - per space	\$25.52	\$29.55	\$39.10	\$42.40	\$46.00	\$49.90

COMMERCIAL RATES		PROPOSED RATE INCREASE				
per hcf	EXISTING RATES	2023/24	2024/25	2025/26	2026/27	2027/28
Car Wash, Laundry, Packing House	\$0.96	\$2.66	\$3.52	\$3.82	\$4.14	\$4.50
Bars, Hotels w/o Dining	\$1.22	\$3.43	\$4.54	\$4.93	\$5.34	\$5.80
Stores, Offices, Markets	\$1.04	\$2.90	\$3.83	\$4.16	\$4.51	\$4.90
Hospital, Rest Homes	\$1.09	\$3.08	\$4.07	\$4.42	\$4.80	\$5.20
Multi-units with Cons	\$1.19	\$3.37	\$4.46	\$4.84	\$5.25	\$5.70
Mortuaries	\$1.95	\$9.81	\$13.00	\$14.10	\$15.30	\$16.60
Service Stations and Auto Repairs	\$1.36	\$3.80	\$5.04	\$5.47	\$5.93	\$6.43
Restaurants	\$2.97	\$8.63	\$11.44	\$12.41	\$13.46	\$14.61
Churches	\$0.42	\$2.90	\$3.83	\$4.16	\$4.51	\$4.90
Schools	\$0.30	\$2.51	\$3.32	\$3.60	\$3.91	\$4.24
City of Porterville	\$0.83	\$2.90	\$3.83	\$4.16	\$4.51	\$4.90
State Hospital	\$1.09	\$3.08	\$4.07	\$4.42	\$4.80	\$5.20
Industrial - per hcf	\$0.93	\$2.60	\$3.44	\$3.74	\$4.05	\$4.40
Septic Tanks - per 1,000 gallons	\$22.70	\$130.50	\$172.90	\$187.60	\$203.55	\$220.85

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve an increase in sewer rates as proposed. The following rates shall be implemented as the rates of sewer pursuant to Chapter 25–15 for all Sewer bills generated after January 1, 2024.

PASSED, APPROVED AND ADOPTED this 21st day of November, 2023.



Martha 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 21st day of November, 2023.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X		X	
NOES:			X		X
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk



By: 
Fernando Gabriel-Moraga, Deputy City Clerk

ORDINANCE NO. 1830

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ADOPTING A WATER EFFICIENT LANDSCAPE ORDINANCE AND
AMENDING THE PORTERVILLE MUNICIPAL CODE AS IT RELATES TO
WATER CONSERVATION AND LANDSCAPE IRRIGATION

WHEREAS: On January 17, 2014, Governor Edmund G. Brown, Jr. proclaimed a State of Emergency to exist throughout the State of California due to severe drought conditions; and

WHEREAS: On April 25, 2014, Governor Brown proclaimed a Continued State of Emergency to exist throughout the State of California due to the ongoing drought; and

WHEREAS: On April 1, 2015, Governor Brown issued Executive Order B-29-15, which outlined various directives to state agencies, and in turn local governments, in order to save water, increase enforcement against water waste, invest in new technologies, and streamline government response; and

WHEREAS: One specific directive requires the Department of Water Resources to update the State Model Water Efficient Landscape Ordinance ("State Model"). The updated State Model was completed and became operative on September 15, 2015. The State Model requires that local agencies report on implementation and enforcement by December 31, 2015. The State Model may be adopted verbatim by a local agency or locally modified. The proposed ordinance has been locally modified to cross reference local project processes, and to tie into the City's Water Conservation Plan; the modifications from the State Model are underlined for clarification; and

WHEREAS: Pursuant to Item 26 of Executive Order B-29-15, Division 13 (commencing with Section 21000) of the Public Resources Code, otherwise known as the California Environmental Quality Act (CEQA) and regulations adopted pursuant to that Division were suspended. The suspension applies to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required. Therefore, the adoption of this ordinance is not-subject to environmental review; and

WHEREAS: On October 20, 2015, the City Council held a public hearing to consider adopting modifications to Porterville Municipal Code that will comply with the State Model as well as further Porterville's interest in encouraging and requiring development to pursue drought tolerant landscaping to the furthest extent possible. No public comments were received at the public hearing, but the City Council discussed local modifications to limit use of natural turf in commercial and industrial zone districts. In order to draft language to achieve this vision, the Council continued the public hearing to the meeting of November 3, 2015.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby adopt an ordinance amending the Porterville Municipal Code as it relates to water conservation and landscape irrigation, and commercial crop cultivation, as follows:

SECTION 1:

Add Chapter 25, Article 1, Division 6. Water Conservation and Efficiency, as follows:

§ 25-33. Purpose.

(a) The City of Porterville has found:

- (1) that the waters of the Tule Sub-basin are of limited supply and are subject to ever increasing demands;
- (2) that the continuation of Porterville's economic prosperity is dependent on the availability of adequate supplies of water for future uses;
- (3) that it is the policy of the City of Porterville to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;
- (4) that landscapes are essential to the quality of life in Porterville by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development;
- (5) that landscape design, installation, maintenance and management can, and should be, water efficient; and
- (6) that Section 2 of Article X of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served and the right does not, and shall not, extend to waste or unreasonable method of use.

(b) Consistent with these legislative findings, the purpose of this ordinance is to:

- (1) promote the values and benefits of landscaping practices that integrate and go beyond the conservation and efficient use of water;
- (2) establish a structure for planning, designing, installing, maintaining and managing water efficient landscapes in new construction and rehabilitated projects through a watershed approach that requires cross-sector collaboration of industry, government and property owners to achieve the many benefits possible;
- (3) establish provisions for water management practices and water waste prevention for existing landscapes;
- (4) use water efficiently without waste by setting a Maximum Applied Water Allowance as an upper limit for water use and reduce water use to the lowest practical amount; and
- (5) establish economic incentives that promote the efficient use of water, such as implementing a tiered-rate structure.

(c) Landscapes that are planned, designed, installed, managed and maintained with the watershed based approach can improve California's and Porterville's environmental conditions and provide benefits and realize sustainability goals. Such landscapes will make the urban

environment resilient in the face of climatic extremes. Consistent with the legislative findings and purpose of the Ordinance, conditions in the urban setting will be improved by:

- (1) creating the conditions to support life in the soil by reducing compaction, incorporating organic matter that increases water retention, and promoting productive plant growth that leads to more carbon storage, oxygen production, shade, habitat and esthetic benefits;
- (2) minimizing energy use by reducing irrigation water requirements, reducing reliance on petroleum based fertilizers and pesticides, and planting climate appropriate shade trees in urban areas;
- (3) conserving water by capturing and reusing rainwater and graywater wherever possible and selecting climate appropriate plants that need minimal supplemental water after establishment;
- (4) protecting air and water quality by reducing power equipment use and landfill disposal trips, selecting recycled and locally sourced materials, and using compost, mulch and efficient irrigation equipment to prevent erosion;
- (5) protecting existing habitat and creating new habitat by choosing local native plants, climate adapted non-natives and avoiding invasive plants; and
- (6) utilizing integrated pest management with least toxic methods as the first course of action.

§ 25-34 Applicability

- (a) This ordinance shall apply to all of the following landscape projects:
 - (1) new development projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check or design review;
 - (2) rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review;
 - (3) existing landscapes limited to Sections 25-52 and 25-53; and
 - (4) cemeteries; recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries are limited to Sections 25-38, 25-45 and 25-46; and existing cemeteries are limited to Sections 25-52 and 25-53; and
 - (5) all new commercial and industrial developments requiring building permits where the landscape area will be modified or rehabilitated.
- (b) Any project with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this ordinance or conform to the prescriptive measures contained in Section 25-55.
- (c) For projects using treated or untreated graywater or rainwater captured on site, any lot or parcel within the project that has less than 2,500 sq. ft. of landscape and meets the lot's or parcel's

landscape water requirement (Estimated Total Water Use) entirely with treated or untreated graywater or through stored rainwater captured on site is subject only to Section 25-55(a)(5).

- (d) This ordinance does not apply to:
- (1) registered local, state or federal historical sites;
 - (2) ecological restoration projects that do not require a permanent irrigation system;
 - (3) mined-land reclamation projects that do not require a permanent irrigation system; or
 - (4) existing plant collections, as part of botanical gardens and arboretums open to the public.
- (e) This Division further applies to all properties within the city limits of the city of Porterville, as well as any property beyond the limit of the city of Porterville but that receives municipal water service from the City.

§ 25-35. Definitions.

The terms used in this ordinance have the meaning set forth below:

- (a) “applied water” means the portion of water supplied by the irrigation system to the landscape.
- (b) “automatic irrigation controller” means an automatic timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.
- (c) “backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.
- (d) “Certificate of Completion” means the document required under Section 25-43.
- (e) “certified irrigation designer” means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation designer certification program and Irrigation Association’s Certified Irrigation Designer program.
- (f) “certified landscape irrigation auditor” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation auditor certification program and Irrigation Association’s Certified Landscape Irrigation Auditor program.
- (g) “check valve” or “anti-drain valve” means a valve located under a sprinkler head, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

- (h) “common interest developments” means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 1351.
- (i) “compost” means the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.
- (j) “conversion factor (0.62)” means the number that converts acre-inches per acre per year to gallons per square foot per year.
- (k) “distribution uniformity” means the measure of the uniformity of irrigation water over a defined area.
- (l) “drip irrigation” means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.
- (m) “ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.
- (n) “effective precipitation” or “usable rainfall” (Eppt) means the portion of total precipitation which becomes available for plant growth.
- (o) “emitter” means a drip irrigation emission device that delivers water slowly from the system to the soil.
- (p) “established landscape” means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.
- (q) “establishment period of the plants” means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth. Native habitat mitigation areas and trees may need three to five years for establishment.
- (r) “Estimated Total Water Use” (ETWU) means the total water used for the landscape as described in Section 25-38.
- (s) “ET adjustment factor” (ETAF) means a factor of 0.55 for residential areas and 0.45 for non-residential areas that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.
- (t) “evapotranspiration rate” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

- (u) “flow rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.
- (v) “flow sensor” means an inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or submeter.
- (w) “friable” means a soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.
- (x) “Fuel Modification Plan Guideline” means guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a fire hazard severity zone.
- (y) “graywater” means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. “Graywater” includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section 17922.12.
- (z) “hardscapes” means any durable material (pervious and non-pervious).
- (aa) “hydrozone” means a portion of the landscaped area having plants with similar water needs and rooting depth. A hydrozone may be irrigated or non-irrigated.
- (bb) “infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).
- (cc) “invasive plant species” means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.
- (dd) “irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association’s Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency “Watersense” labeled auditing program.

- (ee) “irrigation efficiency” (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this ordinance are 0.75 for overhead spray devices and 0.81 for drip systems.
- (ff) “irrigation survey” means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.
- (gg) “irrigation water use analysis” means a review of water use data based on meter readings and billing data.
- (hh) “landscape architect” means a person who holds a license to practice landscape architecture in the State of California Business and Professions Code, Section 5615.
- (ii) “landscape area” means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).
- (jj) “landscape contractor” means a person licensed by the State of California to construct, maintain, repair, install, or subcontract the development of landscape systems.
- (kk) “Landscape Documentation Package” means the documents required under Section 25-37.
- (ll) “landscape project” means total area of landscape in a project as defined in “landscape area” for the purposes of this ordinance, meeting requirements under Section 25-34.
- (mm) “landscape water meter” means an inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.
- (nn) “lateral line” means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.
- (oo) “local agency” means the City of Porterville. The City of Porterville is responsible for the enforcement of this ordinance including, but not limited to, approval of a permit and plan check or design review of a project.
- (pp) “local water purveyor” means any entity, including a public agency, city, county, or private water company that provides retail water service.
- (qq) “low volume irrigation” means the application of irrigation water at low pressure through a system of tubing or lateral lines and low volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

- (rr) “main line” means the pressurized pipeline that delivers water from the water source to the valve or outlet.
- (ss) “master shut-off valve” is an automatic valve installed at the irrigation supply point which controls water flow into the irrigation system. When this valve is closed water will not be supplied to the irrigation system. A master valve will greatly reduce any water loss due to a leaky station valve.
- (tt) “Maximum Applied Water Allowance” (MAWA) means the upper limit of annual applied water for the established landscaped area as specified in Section 25-38. It is based upon the area’s reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area. The Estimated Total Water Use shall not exceed the Maximum Applied Water Allowance. Special Landscape Areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0. $MAWA = (ET_o) (0.62) [(ETAF \times LA) + ((1-ETAF) \times SLA)]$.
- (uu) “median” is an area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.
- (vv) “microclimate” means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.
- (ww) “mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.
- (xx) “mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, and/or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.
- (yy) “new construction” means, for the purposes of this ordinance, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.
- (zz) “non-residential landscape” means landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas.
- (aaa) “operating pressure” means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.
- (bbb) “overhead sprinkler irrigation systems” means systems that deliver water through the air (e.g., spray heads and rotors).
- (ccc) “overspray” means the irrigation water which is delivered beyond the target area.

- (ddd) “permit” means an authorizing document issued by local agencies for new construction or rehabilitated landscapes.
- (eee) “pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.
- (fff) “plant factor” or “plant water use factor” is a factor, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this ordinance, the plant factor range for very low water use plants is 0 to 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this ordinance are derived from the publication “Water Use Classification of Landscape Species”. Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).
- (ggg) “project applicant” means the individual or entity submitting a Landscape Documentation Package required under Section 25-37 to request a permit, plan check, or design review from the local agency. A project applicant may be the property owner or his or her designee.
- (hhh) “rain sensor” or “rain sensing shutoff device” means a component which automatically suspends an irrigation event when it rains.
- (iii) “record drawing” or “as-builts” means a set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.
- (jjj) “recreational area” means areas, excluding private single-family residential areas, designated for active play, recreation or public assembly in parks, sports fields, picnic grounds, amphitheaters or golf course tees, fairways, roughs, surrounds and greens.
- (kkk) “recycled water”, “reclaimed water”, or “treated sewage effluent water” means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation and water features. This water is not intended for human consumption.
- (lll) “reference evapotranspiration” or “ETo” means a standard measurement of environmental parameters which affect the water use of plants. ETo is expressed in inches per day, month, or year as represented in Section 25-38, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowance so that regional differences in climate can be accommodated.
- (mmm) “Regional Water Efficient Landscape Ordinance” means a local Ordinance adopted by two or more local agencies, water suppliers and other stakeholders for implementing a consistent set of landscape provisions throughout a geographical region. Regional ordinances are strongly encouraged to provide a consistent framework for the landscape industry and applicants to adhere to.

- (nnn) “rehabilitated landscape” means any re-landscaping project that requires a permit, plan check, or design review, meets the requirements of Section 25-34, and the modified landscape area is equal to, or greater than, 2,500 square feet.
- (ooo) “residential landscape” means landscapes surrounding single or multifamily homes.
- (ppp) “runoff” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.
- (qqq) “soil moisture sensing device” or “soil moisture sensor” means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.
- (rrr) “soil texture” means the classification of soil based on its percentage of sand, silt, and clay.
- (sss) “Special Landscape Area” (SLA) means an area of the landscape dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.
- (ttt) “sprinkler head” means a device which delivers water through a nozzle.
- (uuu) “static water pressure” means the pipeline or municipal water supply pressure when water is not flowing.
- (vvv) “station” means an area served by one valve or by a set of valves that operate simultaneously.
- (www) “swing joint” means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.
- (xxx) “submeter” means a metering device to measure water applied to the landscape that is installed after the primary utility water meter.
- (yyy) “turf” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermuda grass, Kikuyu grass, Seashore Paspalum, St. Augustine grass, Zoysia grass, and Buffalo grass are warm-season grasses.
- (zzz) “valve” means a device used to control the flow of water in the irrigation system.
- (aaaa) “water conserving plant species” means a plant species identified as having a very low or low plant factor.
- (bbbb) “water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or

stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

(cccc) “watering window” means the time of day irrigation is allowed.

(dddd) “WUCOLS” means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension, and the Department of Water Resources 2014.

§ 25-36 Compliance with Landscape Documentation Package.

(a) Prior to construction, the Zoning Administrator or his designee shall:

- (1) provide the project applicant with the ordinance and procedures for permits, plan checks, or design reviews;
- (2) review the Landscape Documentation Package submitted by the project applicant;
- (3) approve or deny the Landscape Documentation Package;
- (4) issue a permit or approve the plan check or design review for the project applicant; and
- (5) upon approval of the Landscape Documentation Package, retain a copy of the Water Efficient Landscape Worksheet for use in reporting as may be required.

(b) Prior to construction, the project applicant shall:

- (1) submit a Landscape Documentation Package to the City prior to, or as a part of, the building permit submittal package.

(c) Upon approval of the Landscape Documentation Package by the Zoning Administrator, the project applicant shall:

- (1) receive a permit or approval of the plan check or design review and record the date of the permit in the Certificate of Completion; and
- (2) submit a copy of the approved Landscape Documentation Package along with the record drawings, and any other information to the property owner or his/her designee.

§ 25-37 Elements of the Landscape Documentation Package.

(a) The Landscape Documentation Package shall include the following six (6) elements:

- (1) Project Information;
 - (A) date
 - (B) project applicant
 - (C) project address (if available, parcel and/or lot number(s))
 - (D) total landscape area (square feet)

- (E) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)
 - (F) water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the service is other than City of Porterville
 - (G) checklist of all documents in Landscape Documentation Package
 - (H) project contacts to include contact information for the project applicant and property owner
 - (I) applicant signature and date with statement, "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package"
- (2) Water Efficient Landscape Worksheet:
- (A) water budget calculations
 - 1. Maximum Applied Water Allowance (MAWA)
 - 2. Estimated Total Water Use (ETWU)
- (3) Soil Management Report;
- (4) Landscape Design Plan;
- (5) Irrigation Design Plan; and
- (6) Grading Design Plan.

§ 25-38 Water Efficient Landscape Worksheet.

- (a) A project applicant shall complete the Water Efficient Landscape Worksheet in Appendix A which contains information on the plant factor, irrigation method, irrigation efficiency, and area associated with each hydrozone. Calculations are then made to show that the evapotranspiration adjustment factor (ETAF) for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of Special Landscape Areas. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The Maximum Applied Water Allowance is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for non-residential areas) and expressed as annual gallons required. The Estimated Total Water Use (ETWU) is calculated based on the plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA.
- (1) In calculating the Maximum Applied Water Allowance and Estimated Total Water Use, a project applicant shall use the ETo values listed below, as excerpted from the Reference Evapotranspiration Table in Appendix A of the State Model Water Efficiency Landscape Ordinance, 2015.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ET _o
Porterville	1.2	1.8	3.4	4.7	6.6	7.7	8.5	7.3	5.3	3.4	1.4	0.7	52.1

(b) Water budget calculations shall adhere to the following requirements:

- (1) The plant factor used shall be from WUCOLS or from horticultural researchers with academic institutions or professional associations as approved by the California Department of Water Resources (DWR). The plant factor ranges from 0 to 0.1 for very low water using plants, 0.1 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.
- (2) All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone.
- (3) All Special Landscape Areas shall be identified and their water use calculated as shown in the Water Efficient Landscape Worksheet.
- (4) ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

§ 25-39 Soil Management Report.

(a) In order to reduce runoff and encourage healthy plant growth, a soil management report shall be completed by the project applicant, or his/her designee, as follows:

(1) Submit soil samples to a laboratory for analysis and recommendations.

(A) Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.

(B) The soil analysis shall include:

1. soil texture;
2. infiltration rate determined by laboratory test or soil texture infiltration rate table;
3. pH;
4. total soluble salts;
5. sodium;
6. percent organic matter; and
7. recommendations.

(C) In projects with multiple landscape installations (i.e. production home developments) a soil sampling rate of 1 in 7 lots or approximately 15% will satisfy this requirement. Large landscape projects shall sample at a rate equivalent to 1 in 7 lots.

- (2) The project applicant, or his/her designee, shall comply with one of the following:
 - (A) If significant mass grading is not planned, the soil analysis report shall be submitted to the Zoning Administrator as part of the Landscape Documentation Package; or
 - (B) If significant mass grading is planned, the soil analysis report shall be submitted to the Zoning Administrator as part of the Certificate of Completion.
- (3) The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.
- (4) The project applicant, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations to the Zoning Administrator with Certificate of Completion.

§ 25-40 Landscape Design Plan.

- (a) For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. A landscape design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

- (1) Plant Material

- (A) Any plant may be selected for the landscape providing the Estimated Total Water Use in the landscape area does not exceed the Maximum Applied Water Allowance. Methods to achieve water efficiency shall include one or more of the following:

- 1. Protection and preservation of native species and natural vegetation;
 - 2. Selection of water-conserving plant, tree and turf species, especially local native plants;
 - 3. Selection of plants based on local climate suitability, disease and pest resistance;
 - 4. Selection of trees based on applicable local tree ordinances or tree shading guidelines, and size at maturity as appropriate for the planting area; and
 - 5. Selection of plants from local and regional landscape program plant lists.

- (B) Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use, as specified in Section 25-41(a)(2)(D).

- (C) Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. Methods to achieve water efficiency shall include one or more of the following:

- 1. Use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;

2. Recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure [e.g., buildings, sidewalks, power lines]; allow for adequate soil volume for healthy root growth and
 3. Consider the solar orientation for plant placement to maximize summer shade and winter solar gain.
- (D) Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means 1 foot of vertical elevation change for every 4 feet of horizontal length (rise divided by run x 100 = slope percent).
- (E) High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians.
- (F) The use of invasive plant species, such as those listed by the California Invasive Plant Council, is strongly discouraged.
- (G) The architectural guidelines of a common interest development, which includes community apartment projects, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.
- (H) Natural turf is prohibited in commercial and industrial zone districts. However, when the City Council finds that a logical and substantiated need exists for natural turf, eg., for uses such as day care centers or commercial recreation facilities, a conditional use permit may be approved with conditions specifying the reason natural grass is deemed necessary by the applicant, the allowed area of turf, and that all other water conservation requirements of this code are applied, regardless of the total landscape area.
- (I) Warm season grasses are the only approved natural turf for new installations.
- (2) Water Features
- (A) Recirculating water systems shall be used for water features.
- (B) Where available, recycled water shall be used as a source for decorative water features.
- (C) Surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.
- (D) Pool and spa covers are highly recommended.
- (3) Soil Preparation, Mulch and Amendments
- (A) Prior to the planting of any materials, compacted soils shall be transformed to a friable condition. On engineered slopes, only amended planting holes need meet this requirement.

- (B) Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see Section 25-39).
 - (C) For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches into the soil. Soils with greater than 6% organic matter in the top six inches of soil are exempt from adding compost and tilling.
 - (D) A minimum three inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, up to 5 % of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - (E) Stabilizing mulching products shall be used on slopes that meet current engineering standards.
 - (F) The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.
 - (G) Organic mulch materials made from recycled or post-consumer shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available.
- (b) The landscape design plan, at a minimum, shall:
- (1) delineate and label each hydrozone by number, letter, or other method;
 - (2) identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape shall be included in the low water use hydrozone for the water budget calculation;
 - (3) identify recreational areas;
 - (4) identify areas permanently and solely dedicated to edible plants;
 - (5) identify areas irrigated with recycled water;
 - (6) identify type of mulch and application depth;
 - (7) identify soil amendments, type, and quantity;
 - (8) identify type and surface area of water features;
 - (9) identify hardscapes (pervious and non-pervious);
 - (10) identify location, installation details, and 24-hour retention or infiltration capacity of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Project applicants shall refer to the City of Porterville or regional Water Quality Control Board for information on any applicable stormwater technical

requirements. Stormwater best management practices are encouraged in the landscape design plan and examples are provided in Section 25-50.

- (11) identify any applicable rain harvesting or catchment technologies as discussed in Section 25-50 and their 24-hour retention or infiltration capacity;
- (12) identify any applicable graywater discharge piping, system components and area(s) of distribution;
- (13) contain the following statement: “I have complied with the criteria of the ordinance and applied them for the efficient use of water in the landscape design plan”; and
- (14) bear the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agriculture Code.)

§ 25-41 Irrigation Design Plan.

- (a) This section applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant establishment period. For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturers’ recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

(1) System

- (A) Landscape water meters, defined as either a dedicated water service meter or private submeter, shall be installed for all non-residential irrigated landscapes of 1,000 sq. ft. but not more than 5,000 sq. ft. (the level at which Water Code 535 applies) and residential irrigated landscapes of 5,000 sq. ft. or greater. A landscape water meter may be either:
 - 1. a customer service meter dedicated to landscape use provided by the City of Porterville; or
 - 2. a privately owned meter or submeter.
- (B) Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data utilizing non-volatile memory shall be required for irrigation scheduling in all irrigation systems.
- (C) If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer’s recommended pressure range for optimal performance.

1. If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.
 2. Static water pressure, dynamic or operating pressure and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.
- (D) Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.
- (E) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.
- (F) Backflow prevention devices shall be required to protect the water supply from contamination by the irrigation system. A project applicant shall refer to the applicable local agency code (i.e., public health) for additional backflow prevention requirements.
- (G) Flow sensors that detect high flow conditions created by system damage or malfunction are required for all non-residential landscapes and residential landscapes of 5000 sq. ft. or larger.
- (H) Master shut-off valves are required on all projects except landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shut down features.
- (I) The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.
- (J) Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.
- (K) The design of the irrigation system shall conform to the hydrozones of the landscape design plan.
- (L) The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in Section 25-38 regarding the Maximum Applied Water Allowance.
- (M) All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agricultural and Biological Engineers'/International Code Council's (ASABE/ICC) 802-2014

“Landscape Irrigation Sprinkler and Emitter Standard, All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

- (N) Through the Project Review process, or, if an applicable project is not subject to Project Review, during the building permit review process, the Public Works Director will provide information regarding peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.
- (O) In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.
- (P) Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer’s recommendations.
- (Q) Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer’s recommendations.
- (R) Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to hardscapes or in high traffic areas of turfgrass.
- (S) Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur.
- (T) Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.
- (U) Overhead irrigation shall not be permitted within 24 inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:
 - 1. the landscape area is adjacent to permeable surfacing and no runoff occurs; or
 - 2. the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or
 - 3. the irrigation designer specifies an alternative design or technology as part of the Landscape Documentation Package and clearly demonstrates strict adherence to irrigation system design criteria in Section 25-41 (a)(1)(I). Prevention of overspray and runoff must be confirmed during the irrigation audit.
- (V) Slopes greater than 25% shall not be irrigated with an irrigation system with an application rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the Landscape Documentation Package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.

(2) Hydrozone

- (A) Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.
 - (B) Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.
 - (C) Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree.
 - (D) Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:
 - 1. the plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or
 - 2. the plant factor of the higher water using plant is used for calculations.
 - (E) Individual hydrozones that mix high and low water use plants shall not be permitted.
 - (F) On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Water Efficient Landscape Worksheet (Appendix A). This table can also assist with the irrigation audit and programming the controller.
- (b) The irrigation design plan, at a minimum, shall contain:
- (1) location and size of separate water meters for landscape;
 - (2) location, type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;
 - (3) static water pressure at the point of connection to the public water supply;
 - (4) flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;
 - (5) recycled water irrigation systems as specified in Section 25-48;
 - (6) the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan"; and
 - (7) the signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5

of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agricultural Code.)

§ 25-42 Grading Design Plan.

- (a) For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff, and water waste. A grading plan shall be submitted as part of the Landscape Documentation Package. A comprehensive grading plan prepared by a civil engineer for other building permits satisfies this requirement.
 - (1) The project applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:
 - (A) height of graded slopes;
 - (B) drainage patterns;
 - (C) pad elevations;
 - (D) finish grade; and
 - (E) stormwater retention improvements, if applicable.
 - (2) To prevent excessive erosion and runoff, it is highly recommended that project applicants:
 - (A) grade so that all irrigation and normal rainfall remains within property lines and does not drain on to non-permeable hardscapes;
 - (B) avoid disruption of natural drainage patterns and undisturbed soil; and
 - (C) avoid soil compaction in landscape areas.
 - (3) The grading design plan shall contain the following statement: “I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the grading design plan” and shall bear the signature of a licensed professional as authorized by law.

§ 25-43 Certificate of Completion.

- (a) The Certificate of Completion (Appendix B) shall include the following six (6) elements:
 - (1) project information sheet that contains:
 - (A) date
 - (B) project name
 - (C) project applicant name, telephone, and mailing address
 - (D) project address and location
 - (E) property owner name, telephone, and mailing address

- (2) certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved Landscape Documentation Package;
 - (A) where there have been significant changes made in the field during construction, these “as-built” or record drawings shall be included with the certification
 - (B) a diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes
 - (3) irrigation scheduling parameters used to set the controller (see Section 25-44);
 - (4) landscape and irrigation maintenance schedule (see Section 25-45);
 - (5) irrigation audit report (see Section 25-46); and
 - (6) soil analysis report, if not submitted with Landscape Documentation Package, and documentation verifying implementation of soil report recommendations (see Section 25-39).
- (b) The project applicant shall:
- (1) submit the signed Certificate of Completion to the City of Porterville for review; and
 - (2) ensure that copies of the approved Certificate of Completion are submitted to the property owner or his or her designee.
- (c) The City of Porterville shall:
- (1) receive the signed Certificate of Completion from the project applicant; and
 - (2) approve or deny the Certificate of Completion. If the Certificate of Completion is denied, the City of Porterville shall provide information to the project applicant regarding reapplication, appeal, or other assistance.

§ 25-44 Irrigation Scheduling.

- (a) For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:
- (1) Irrigation scheduling shall be regulated by automatic irrigation controllers.
 - (2) Irrigation shall be scheduled in a manner consistent with the current phase of the City’s water conservation plan.
 - (3) For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the Estimated Total Water Use. Total annual applied water shall be less than or equal to Maximum Applied Water Allowance (MAWA). Actual irrigation

schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (e.g., CIMIS) or soil moisture sensor data.

- (4) Parameters used to set the automatic controller shall be developed and submitted for each of the following:
 - (A) the plant establishment period;
 - (B) the established landscape; and
 - (C) temporarily irrigated areas.
- (5) Each irrigation schedule shall consider for each station all of the following that apply:
 - (A) irrigation interval (days between irrigation);
 - (B) irrigation run times (hours or minutes per irrigation event to avoid runoff);
 - (C) number of cycle starts required for each irrigation event to avoid runoff;
 - (D) amount of applied water scheduled to be applied on a monthly basis;
 - (E) application rate setting;
 - (F) root depth setting;
 - (G) plant type setting;
 - (H) soil type;
 - (I) slope factor setting;
 - (J) shade factor setting; and
 - (K) irrigation uniformity or efficiency setting.

§ 25-45 Landscape and Irrigation Maintenance Schedule.

- (a) Landscapes shall be maintained to ensure water use efficiency. A regular maintenance schedule shall be submitted with the Certificate of Completion.
- (b) A regular maintenance schedule shall include, but not be limited to, routine inspection; auditing, adjustment and repair of the irrigation system and its components; aerating and dethatching turf areas; topdressing with compost, replenishing mulch; fertilizing; pruning; weeding in all landscape areas, and removing obstructions to emission devices.
- (c) Repair of all irrigation equipment shall be done with the originally installed components or their equivalents or with components with greater efficiency.
- (d) A project applicant is encouraged to implement established landscape industry sustainable Best Practices for all landscape maintenance activities.

§ 25-46 Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.

- (a) All landscape irrigation audits shall be conducted by a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.
- (b) In large projects or projects with multiple landscape installations (i.e. production home developments) an auditing rate of 1 in 7 lots or approximately 15% will satisfy this requirement.
- (c) For new construction and rehabilitated landscape projects installed after December 3, 2015, as described in Section 25-34:
 - (1) the project applicant shall submit an irrigation audit report with the Certificate of Completion to the City of Porterville that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming; and
 - (2) the City of Porterville shall administer programs that may include, but not be limited to, irrigation water use analysis, irrigation audits, and irrigation surveys for compliance with the Maximum Applied Water Allowance.

§ 25-47 Irrigation Efficiency.

- (a) For the purpose of determining Estimated Total Water Use, average irrigation efficiency is assumed to be 0.75 for overhead spray devices and 0.81 for drip system devices.

§ 25-48 Recycled Water.

- (a) The installation of recycled water irrigation systems shall allow for the current and future use of recycled water.
- (b) All recycled water irrigation systems shall be designed and operated in accordance with all applicable local and State laws.
- (c) Landscapes using recycled water are considered Special Landscape Areas. The ET Adjustment Factor for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

§ 25-49 Graywater Systems.

- (a) Graywater systems promote the efficient use of water and are encouraged to assist in on-site landscape irrigation. All graywater systems shall conform to the California Plumbing Code (Title 24, Part 5, Chapter 16) and any applicable local ordinance standards. Refer to Section 25-34(d) for the applicability of this ordinance to landscape areas less than 2,500 square feet with the Estimated Total Water Use met entirely by graywater.

§ 25-50 Stormwater Management and Rainwater Retention.

- (a) Stormwater management practices minimize runoff and increase infiltration which recharges groundwater and improves water quality. Implementing stormwater best management

practices into the landscape and grading design plans to minimize runoff and to increase on-site rainwater retention and infiltration are encouraged.

- (b) Project applicants shall refer to the City of Porterville and Regional Water Quality Control Board for information on any applicable stormwater technical requirements.
- (c) All planted landscape areas are required to have friable soil to maximize water retention and infiltration. Refer to Section 25-40(a)(3).
- (d) It is strongly recommended that landscape areas be designed for capture and infiltration capacity that is sufficient to prevent runoff from impervious surfaces (i.e., roof and paved areas) from either:
 - (1) the one inch, 24-hour rain event, or
 - (2) the 85th percentile, 24-hour rain event, and/or
 - (3) additional capacity as required by any applicable local, regional, state or federal regulation.
- (e) It is recommended that storm water projects incorporate any of the following elements to improve on-site storm water and dry weather runoff capture and use:
 - Grade impervious surfaces, such as driveways, during construction to drain to vegetated areas.
 - Minimize the area of impervious surfaces such as paved areas, roof and concrete driveways.
 - Incorporate pervious or porous surfaces (e.g., gravel, permeable pavers or blocks, pervious or porous concrete) that minimize runoff.
 - Direct runoff from paved surfaces and roof areas into planting beds or landscaped areas to maximize site water capture and reuse.
 - Incorporate rain gardens, cisterns, and other rain harvesting or catchment systems.
 - Incorporate infiltration beds, swales, basins and drywells to capture storm water and dry weather runoff and increase percolation into the soil.
 - Consider constructed wetlands and ponds that retain water, equalize excess flow, and filter pollutants.

§ 25-51 Public Education.

- (a) Publications. Education is a critical component to promote the efficient use of water in landscapes. The use of appropriate principles of design, installation, management and maintenance that save water is encouraged in the community.
 - (1) The City of Porterville shall provide information to owners of permitted renovations and new single-family residential homes regarding the design, installation, management, and maintenance of water efficient landscapes based on a water budget.
- (b) Model Homes. All model homes shall be landscaped and use signs and written information to demonstrate the principles of water efficient landscapes described in this ordinance.

- (1) Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme. Signage shall include information about the site water use as designed per this ordinance; specify who designed and installed the water efficient landscape; and demonstrate low water use approaches to landscaping such as using native plants, graywater systems, and rainwater catchment systems.
- (2) Information shall be provided about designing, installing, managing, and maintaining water efficient landscapes.

§ 25-52 Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis, Existing.

- (a) This section shall apply to all existing landscapes that were installed before December 3, 2015, and are over one acre in size.
 - (1) For all landscapes in Section 25-52(a) that have a water meter, the City of Porterville shall administer programs that may include, but not be limited to, irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the Maximum Applied Water Allowance for existing landscapes. The Maximum Applied Water Allowance for existing landscapes shall be calculated as: $MAWA = (0.8)(ET_o)(LA)(0.62)$.
 - (2) For all landscapes in Section 25-52(a) that do not have a meter, the City of Porterville shall administer programs that may include, but not be limited to, irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary in order to prevent water waste.
- (b) All landscape irrigation audits shall be conducted by a third party certified landscape irrigation auditor.

§ 25-53 Water Waste Prevention.

- (a) The City of Porterville shall prevent water waste resulting from inefficient landscape irrigation by prohibiting runoff from leaving the target landscape due to low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, parking lots, or structures.
- (b) Restrictions regarding overspray and runoff may be modified if:
 - (1) the landscape area is adjacent to permeable surfacing and no runoff occurs; or
 - (2) the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping.

§ 25-54 Effective Precipitation.

- (a) The City of Porterville will consider Effective Precipitation (25% of annual precipitation) in tracking water use and will use the following equation to calculate Maximum Applied Water Allowance:

$MAWA = (ET_o - Eppt) (0.62) [(0.55 \times LA) + (0.45 \times SLA)]$ for residential areas.

$MAWA = (ET_o - Eppt) (0.62) [(0.45 \times LA) + (0.55 \times SLA)]$ for non-residential areas.

§ 25-55 Prescriptive Compliance Option.

- (a) Any project with an aggregate landscape area of 2,500 square feet or less may comply with the prescriptive compliance option as an alternative to the other performance requirements of this ordinance.
- (b) Compliance with the following items is mandatory and must be documented on a landscape plan in order to use the prescriptive compliance option:
 - (1) Submit a Landscape Documentation Package which includes the following elements:
 - (A) date
 - (B) project applicant
 - (C) project address (if available, parcel and/or lot number(s))
 - (D) total landscape area (square feet), including a breakdown of turf and plant material
 - (E) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)
 - (F) water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well
 - (G) contact information for the project applicant and property owner
 - (H) applicant signature and date with statement, "I agree to comply with the requirements of the prescriptive compliance option to the MWEL0".
 - (2) Incorporate compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contra-indicated by a soil test)
 - (3) Plant material shall comply with all of the following:
 - (A) For residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water; For non-residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water;
 - (B) A minimum three inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.
 - (4) Turf shall comply with all of the following:

- (A) Turf shall not exceed 25% of the landscape area in residential areas, and there shall be no turf in non-residential areas;
 - (B) Turf shall not be planted on sloped areas which exceed a slope of one foot vertical elevation change for every four feet of horizontal length;
 - (C) Turf is prohibited in parkways less than 10 feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.
- (5) Irrigation systems shall comply with the following:
- (A) Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data.
 - (B) Irrigation controllers shall be of a type which does not lose programming data in the event the primary power source is interrupted.
 - (C) Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.
 - (D) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.
 - (E) All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014. "Landscape Irrigation Sprinkler and Emitter Standard," All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.
- (c) At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule and a schedule of landscape and irrigation maintenance.

§ 25-56 Penalties.

- (a) Penalties for violation of this Division will be imposed as prescribed in Chapter 1 of the Porterville Municipal Code.

§ 25-57 Reporting.

- (a) The City of Porterville will report on implementation and enforcement of this Division to the Department of Water Resources on an annual basis, not later than January 31st of each year.
- (b) The report shall include the following information:
 - (1) The number and types of projects subject to the ordinance during the specified reporting period.

- (2) The total area (in square feet or acres) subject to the ordinance over the reporting period, if available.
- (3) The number of new housing starts, new commercial projects, and landscape retrofits during the reporting period.
- (4) The procedure for review of projects subject to the ordinance.
- (5) Actions taken to verify compliance. If a plan check was performed, note by which entity. If a site inspection was performed, note by which entity. If a post-installation audit was required, note by whom.
- (6) Describe enforcement measures.
- (7) Explain challenges to implementing and enforcing the ordinance.
- (8) Describe educational and other needs to properly apply the ordinance.

SECTION 2:

Amend Sections 25-5 and 25-5.1 and relocate to Chapter 25, Article 1, Division 6, as follows:

§ 25-58 Wasteful Use of Water Prohibited.

In addition to all protocols within this Division adopted with the intent to increase efficient outdoor water use, property owners and residents shall use reasonable care to prevent the waste of water. Water shall not be allowed to run or waste from a property onto streets or highways, and shall not be used to wash sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them.

§ 25-59 City Water Conservation Plan.

The City Council has adopted by resolution its water conservation plan which sets forth water conservation phases and conservation measures including mandatory restrictions on water usage by property owners and water consumers. Violation of the measures in effect, currently and as may be amended by resolution from time to time, pursuant to the applicable phase of the water conservation plan, shall be enforceable as set forth per any applicable remedy provisions in this code, including but not limited to, Sections 1-9 and 1-10, Chapter 2, Article XIV of this Code, and/or this Division. The City's water conservation plan is deemed to be the City's "Water Shortage Contingency Plan" as per applicable state law.

SECTION 3:

Amend Section 25-16.2, in order to maintain consistency with other recently adopted policy, as follows:

The City Council, shall have authority for approval of requests for water service outside city limits, if applicant meets all other conditions as required by this code and the annexation and municipal

services policy, and all other pertinent regulations. Consideration of said request shall be in conjunction with approval of required City permits, Tulare LAFCo Extra-territorial Service Agreement, and payment of applicable fees.

SECTION 4:

Amend Chapter 21, Section 301.06 of the Porterville Development Ordinance as follows:

Commercial crop cultivation is allowed as an interim use in zones designated in series 200 of this chapter. Land use regulations as identified in series 200 and elsewhere in this Chapter apply.

(a) Purpose And Intent

- (1) It is the purpose and intent of this section to provide opportunity for interim use of land within city limits until such time as the development market supports the intended development of said lands.
- (2) Commercial crop cultivation can be allowed on an interim basis only where the impacts of an agricultural operation will not be detrimental to the health, safety, peace, or general welfare of persons residing or working in the surrounding area.
- (3) Crop cultivation allowed under the premises of this section is secondary to its availability for urban development and should be available for development as an urban use when market conditions improve for such a use.
- (4) Use of a subject site for crop cultivation for an interim period does not result in the land being construed as an agricultural resource requiring protection or preservation.
- (5) If residentially zoned, the land, regardless of the status of its agricultural use, will be considered in the City's housing element and the regional housing needs assessment (RHNA) as available for residential use.
- (6) The key intent of this section is to limit the use to a time period that is appropriate to the type of agricultural crop to be planted, to allow sufficient time for a reasonable profit to be realized while assuring that the use is interim in nature. At its discretion, the City Council may set time periods to limit the use to a specific amount of time.
- (7) This section shall not be construed to apply to animal confinement.

(c) Considerations

The following factors will be considered on a project by project basis to determine if commercial crop cultivation is an appropriate use for a particular site. The Council may consider the following factors or others as may be appropriate, based on the location of the proposed use and its proximity to urban uses and may consider limiting some crop types due to impacts of excessive noise, dust, vibration, odors or other effects on surrounding uses.

- (1) No "right to farm" is conveyed or otherwise implied with the use.

- (2) The area to be farmed is of adequate size, dimension and topography to accommodate the proposed use.
- (3) The burning of agricultural waste/trimmings/etc., on the property will not create a public nuisance or a danger due to the close proximity of urban uses.
- (4) On site sale of crops is allowed in accordance with subsection D, "Sale Of Agricultural Crops", of this section.
- (5) The use does not involve the installation of underground storage tanks.
- (6) Best management practices to reduce spray drift will be implemented.
- (7) Wells, as needed to serve the subject site, are subject to California Department of Public Health Services approval and review of the City engineer.
- (8) Irrigation water runoff, if any, can be contained on site.
- (9) Use of municipal water for irrigation is prohibited.
- (10) The area shall be groomed of weeds and agricultural waste regularly to reduce potential fire hazard, proliferation of pests, and unsightly conditions.
- (11) Equipment and vehicles related to the active farming operation of the site shall not be parked in the public right of way and vehicular circulation related to the use shall occur on site.
- (12) The applicant shall remove all abandoned crops upon discontinuation of the use.

SECTION 5:

Amend Chapter 21, Section 303 of the Porterville Development Ordinance as follows:

303.01: PURPOSE:

The specific purposes of the landscaping regulations are to:

- (a) Improve the appearance of the community by requiring aesthetically pleasing landscaping on public and private sites;
- (b) Aid in energy conservation by providing shade from the sun and shelter from the wind;
- (c) Soften the appearance of parking lots and other development through landscaping;
- (d) Promote conservation of water resources through the use of native and drought tolerant plants, and water conserving irrigation practices; and
- (e) Minimize or eliminate conflicts between potentially incompatible but otherwise permitted land uses on adjoining lots through visual screening.

303.02: APPLICABILITY:

The standards of this chapter apply to all new development or improvements subject to project review and building permits.

303.03: LANDSCAPE DESIGN PRINCIPLES:

The following design principles are general standards to be used by city staff in evaluating whether landscape plans conform to the requirements of this article:

- (a) Natural Landscapes: Landscape designs shall incorporate and enhance existing natural landscapes and existing specimen trees and native vegetation (including canopy, understory, and ground cover). Particular care shall be given to preserve intact natural landscapes. Where previous landscaping has dramatically altered natural landscapes, new designs shall seek to reestablish natural landscape patterns and plantings. Natural landscapes and native vegetation do not include weeds.
- (b) Composition: The quality of a landscape design is dependent not only on the quantity and selection of plant materials but also on how that material is arranged. Landscape materials shall include a combination of ground covers, shrubs, vines and trees with a variety of plant heights and colors.
- (c) Buffering And Screening: The placement of natural landscape materials (trees, shrubs, and hedges) is the preferred method for buffering differing land uses, for providing a transition between adjacent properties, and for screening the view of any parking or storage area, refuse collection, utility enclosures, or other service area visible from a public street, alley, or pedestrian area. Plants may be used with fences or berms to achieve the desired screening or buffering effect. When used to screen an activity area such as a parking lot, landscaping shall not interfere with public safety.
- (d) Responsive To Local Context And Character: Landscape designs shall build on the site's and area's unique physical characteristics, conserving and complementing existing natural features. Naturalistic design elements such as irregular plant spacing, undulating berm contours, and mixed proportions of plant species shall be used to ensure that new landscaping blends in and contributes to the quality of the surrounding area. Selection and spacing of plant material shall be reflective of the surrounding area's character.
- (e) Use Of Native And Drought Resistant Plants: Landscape designs shall feature native and/or related plant species and avoid invasive species, especially in areas adjacent to existing native vegetation, to take advantage of the unique natural character and diversity of the region and the adaptability of native plants to local environmental conditions. Where feasible, the reestablishment of native habitats shall be incorporated into the landscape design. In the same manner, landscape designs shall utilize drought tolerant plant materials to the maximum extent feasible. The use of drought tolerant plants shall enrich the existing landscape character, conserve water and energy, and provide as pleasant and varied a visual appearance as plants that require more water.

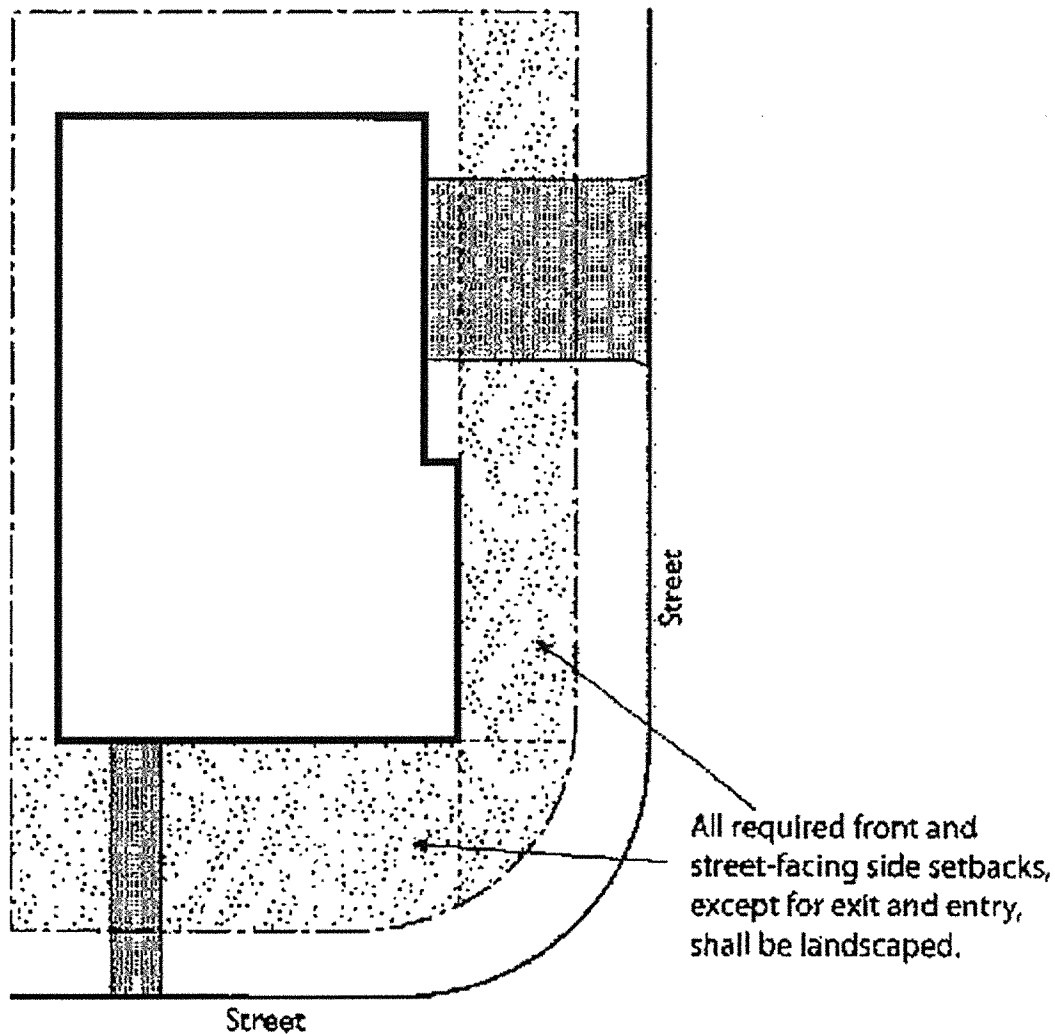
- (f) Continuity And Connection: Landscaping shall be designed within the context of the surrounding area, provided that the landscaping is also consistent with these design principles. Where the design intent and the surrounding landscape is naturalistic, plant materials shall blend well with adjacent properties, particularly where property edges meet, to create a seamless and natural landscape. Where the design intent and the surrounding landscape is formal, consistent or similar plant material and spacing shall be utilized. Exceptions shall be made when seeking to create a transition between uses, districts, and tiers.
- (g) Enhancing Architecture: Landscape designs shall be compatible with and enhance the architectural character and features of the buildings on site, and help relate the building to the surrounding landscape. Major landscape elements shall be designed to complement architectural elevations and rooflines through color, texture, density, and form on both vertical and horizontal planes. Landscaping shall be in scale with on site and adjacent buildings. Plant material shall be installed at an appropriate size and allowed to accomplish these intended goals. When foundation planting is required, plantings and window boxes shall incorporate artistic elements and be compatible with a building's architectural character.

303.04: AREAS TO BE LANDSCAPED:

The following areas shall be landscaped, and may count toward the total area of site landscaping required by the zoning district regulations:

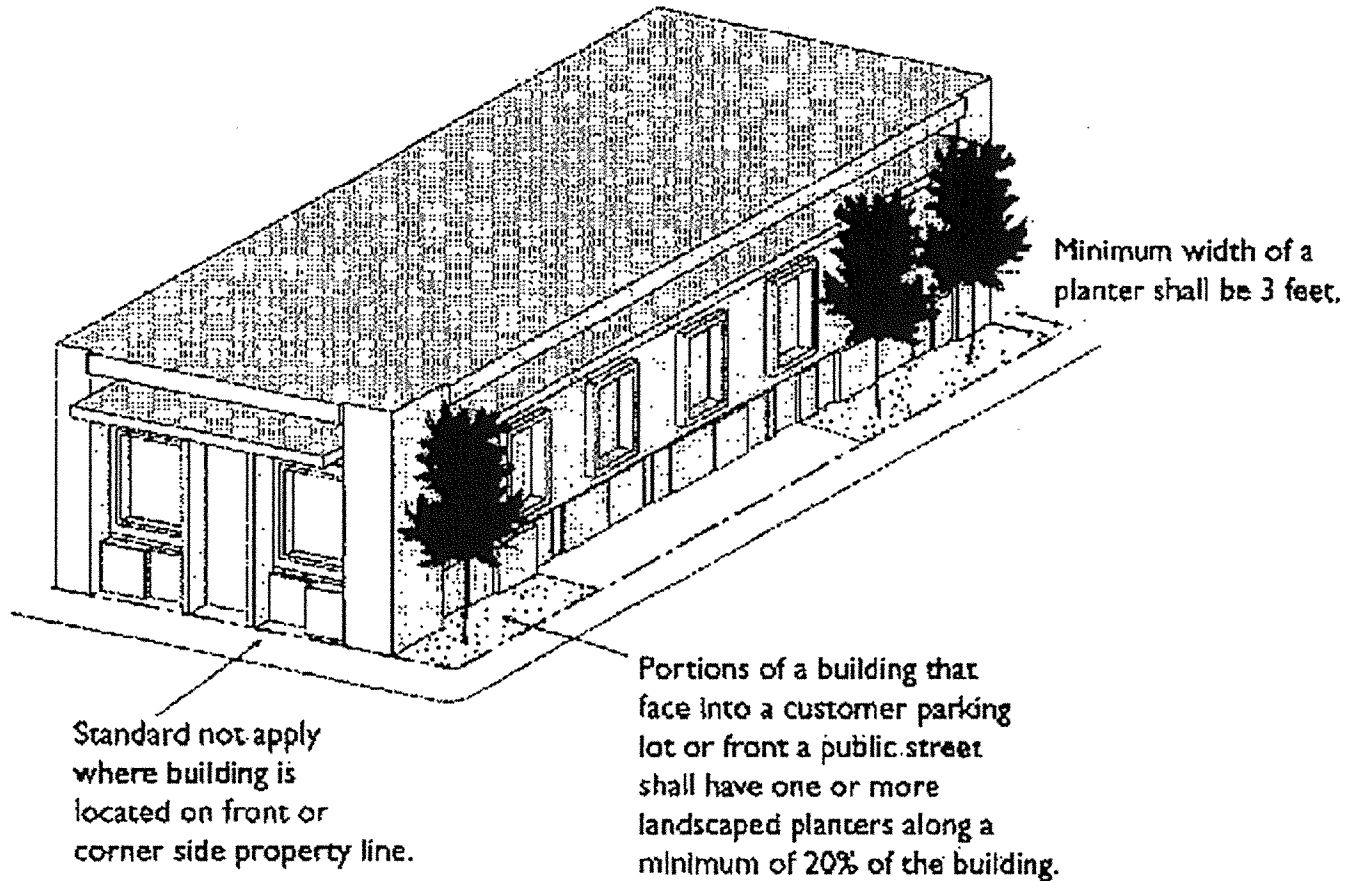
- (a) Required Setbacks: All required front and street facing side setbacks, except for areas used for exit and entry, shall be landscaped.

FIGURE 303.04A: REQUIRED SETBACKS



- (b) Interior Property Lines Abutting R Districts: A minimum five foot (5') wide landscape buffer shall be provided along interior property lines, where no building abuts a property line, in districts adjacent to an R district.
- (c) Building Perimeters: The portions of a building facade that face onto a customer parking lot or front a public street shall have one or more landscape planters installed along a minimum twenty percent (20%) of that building face. The minimum width of the planter shall be three feet (3'). This standard does not apply where a building is located on the front or corner side property line and there is no setback between the building and the property line.

FIGURE 303.04C: BUILDING PERIMETERS



- (d) Landscaping In Parking Areas: Parking areas shall be landscaped as required by article 304, "On Site Parking And Loading", of this series.
- (e) Orchards And Gardens: Areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens.
- (f) Unused Areas: All areas of a project site not intended for a specific use, including areas planned for future phases of a phased development, shall be landscaped or left in a natural state. Access to the unused portion of the site shall be prohibited by a concrete curb, timber barrier or other barrier not less than six inches (6") high.

303.05: GENERAL LANDSCAPING STANDARDS:

(a) Materials:

- (1) General: Landscaping shall consist of a combination of ground covers, shrubs, vines, and trees. Landscaped areas may include paved or graveled surfaces, provided they do not cover more than ten percent (10%) of the area required to be landscaped. Plant materials shall be selected from those species and varieties known to thrive in the

Porterville climate and/or listed in Sunset's "Western Garden Book, Region No. 9". Recirculating water shall be used for decorative water features.

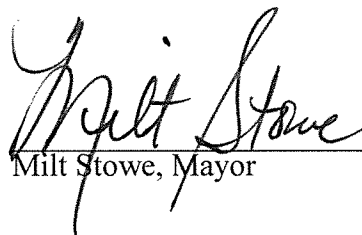
- (2) Ground Cover Materials: Ground cover shall be of living organic plant material. Ground cover may include grasses. The exclusive or majority use of nonplant materials such as gravel, colored rock, cinder, bark, and similar materials may not be used to meet the minimum planting area requirements required by this article. Mulch is not a substitute for ground cover plants.
 - (3) Turf Allowance/Drought Tolerant Materials: The maximum amount of lawn in required landscape areas shall be twenty five percent (25%) except for turf areas that comprise an essential component of a project (e.g., golf courses or playing fields), which are exempt from this limit. The installation of turf on slopes greater than twenty five percent (25%) is prohibited. The use of drought tolerant or artificial turf plant materials is preferred in these applications to conserve the city's water resources.
 - (4) Mulch: A minimum two inch (2") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting ground covers or other special planting situations where mulch is not recommended. Stabilizing mulching products shall be used on slopes.
 - (5) Size And Spacing: Plant materials shall be grouped in hydrozones in accordance with their respective water, cultural (soil, climate, sun and light) and maintenance needs. Plants shall be of the following size and spacing at the time of installation:
 - a. Ground Covers: Areas planted in ground cover plants other than grass seed or sod shall be planted at a rate of one per twelve inches (12") on center.
 - b. Shrubs: Shrubs shall be a minimum size of one gallon. When planted to serve as a hedge or screen, shrubs shall be planted with two (2) to four feet (4') of spacing, depending on the plant species.
 - c. Trees: Trees shall be a minimum of fifteen (15) gallons in size with a one inch (1") diameter at breast height (dbh) spaced at thirty five feet (35') on center. Newly planted trees shall be supported with stakes or guywires.
- (b) Dimension Of Landscaped Areas: No landscaped area smaller than three feet (3') in any horizontal dimension shall count toward required landscaping.
- (c) Drivers' Visibility: Trees and shrubs shall be planted and maintained so that at maturity they do not interfere with traffic safety sight areas, or public safety. Notwithstanding other provisions of this section, landscaping must comply with Section 300.16, "Visibility At Driveways And Intersections (Sight Distance)", of this series.

303.06: INSTALLATION AND COMPLETION:

- (a) Consistency With Approved Plans: All landscaping and screening shall be installed consistent with approved plans and specifications, in a manner designed to promote and maintain healthy plant growth.
- (b) Timing Of Installation: Required landscaping and screening shall be installed prior to the issuance of a certificate of occupancy for the associated project.
- (c) Exception- Assurance Of Landscaping Completion: The zoning administrator may permit the required landscaping to be installed within one hundred twenty (120) days after the issuance of a certificate of occupancy in special circumstances related to weather conditions or plant availability. A surety in the amount equal to one hundred fifty percent (150%) of the estimated cost of landscaping, including materials and labor, as well as an agreement that the required landscaping will be installed within one hundred twenty (120) days, shall be filed with the City to assure completion of landscaping installation within such time. The surety may take the form of cash deposit; and together with the agreement, would provide for payment to the City of any costs incurred in contracting for completion of the required landscaping.
- (d) Certification Of Substantial Completion: Upon completion of the installation of the landscaping and irrigation system, a field observation shall be completed by the licensed project contractor. A certificate of substantial completion shall be submitted to the City by the licensed project contractor. The certificate shall specifically indicate that the plants were installed as specified, that the irrigation system was installed as designed, along with a list of any deficiencies.

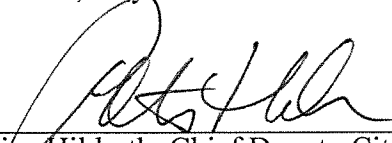
SECTION 6: This ordinance shall be in full force and effect thirty days from and after its publication and passage.

PASSED, APPROVED, AND ADOPTED this 17th day of November, 2015.


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1830, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 17th day of November, 2015, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance to become effective December 17, 2015, at which time said ordinance is deemed to be in full force and effect.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

ORDINANCE NO. 901

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AMENDING SECTION
25-54 AND ADDING SECTION 25-32.1 TO THE
CODE OF THE CITY OF PORTERVILLE AND REGU-
LATING SEWER AND WATER LINE CONNECTIONS

THE CITY COUNCIL OF THE CITY OF PORTERVILLE DO ORDAIN AS FOLLOWS:

SECTION A. That Section 25-54 of the Code of the City of Porterville is hereby amended to read as follows:

Section 25-54. In no event shall any owner of property benefited by the sewer constructed pursuant to this division or other person in possession or control of such real property be permitted to connect thereto without first paying, or by written agreement arranging to pay, the prorated charges placed against the property by the City Manager. The Council may, by resolution, establish provisions whereby property owners may pay sewer connection fees in installments over a period of time not to exceed three years.

SECTION B. That Section 25-32.1 is hereby added to the Code of the City of Porterville. Said Section shall read as follows:

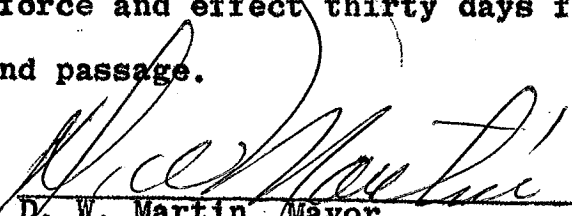
Section 25-32.1. Connection not to be made until prorated charge is paid.

In no event shall any owner of property benefited by the water line constructed pursuant to this division, or other person in possession or control of such real property, be permitted to connect thereto without first paying, or by written agreement arranging to pay, the prorated charges placed against the property by the City Manager. The Council may, by resolution, establish provisions whereby property owners may pay water connection fees in installments over a period of time not to exceed three years.

SECTION C. That this ordinance, code addition and code amendment shall be in full force and effect thirty days from and after its publication and passage.

ATTEST:


Roy R. Pederson, City Clerk


D. W. Martin, Mayor

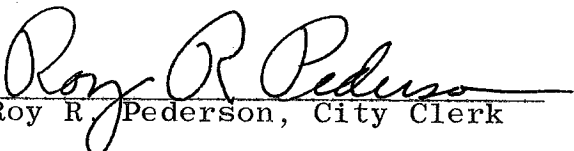
STATE OF CALIFORNIA)
(SS
COUNTY OF TULARE)

ROY R. PEDERSON, the duly qualified and acting City Clerk of the City of Porterville does hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 901 passed and adopted by the Council of the City of Porterville at a meeting held on the 16th day of April, 1968; that by the terms and provisions of the Charter of the City of Porterville, said ordinance became effective on the 15th day of May, 1968 and said ordinance is in full force and effect.

THAT said ordinance was introduced by Councilman Williams and the same was duly passed and adopted by the following vote:

AYES: COUNCILMEN: Benson, Hanson, Spencer, Williams, and Martin
NOES: COUNCILMEN: None
ABSENT: COUNCILMEN: None


Roy R. Pederson, City Clerk

**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2024-0019**

**ADOPTING A REGULATION
TO MAKE CONSERVATION A CALIFORNIA WAY OF LIFE**

WHEREAS:

1. Many Californians and urban water suppliers have taken bold, creative, and sometimes-challenging steps over the years to use water more efficiently.
2. In 2018, the California State Legislature enacted Senate Bill (SB) 606 and Assembly Bill (AB) 1668 to establish guidelines for efficient urban water use and a framework for the implementation and oversight of new efficiency standards.
3. Water Code section 10609.2, added by AB 1668, directs the State Water Resources Control Board (State Water Board or Board), in coordination with the Department of Water Resources (Department), to adopt, through a regulation, standards for the efficient use of water and performance measures for commercial, industrial, and institutional water use. (Wat. Code, § 10609.2, subd. (a).) These standards, along with other standards, such as indoor residential water use standards set by the Legislature in Water Code section 10609.4, standards for water losses set by the Board pursuant to Water Code section 10608.34, and variances, guidelines and methodologies adopted by the Board, are to be used by urban retail water suppliers to set urban water use objectives. (Wat. Code, § 10609.2, subd. (e); Wat. Code, §§ 10609.12, 10609.14, 10609.16, 10609.20.)
4. Water Code section 10609, subdivision (c) established principles to apply to the development and implementation of the long-term standards and the urban water use objective, chief among them that urban retail water suppliers shall retain the flexibility to develop their water supply portfolios, design and implement water conservation strategies, educate their customers, and enforce their rules to meet their urban water use objective.
5. As part of its process for developing recommendations, the Department led 29 public meetings, seven working group workshops, and six stakeholder discussions. The Department provided recommendations to the State Water Board in November 2022. The State Water Board relied on those recommendations in developing the attached regulation.

6. Prior to starting the official rulemaking process, the State Water Board conducted public engagement efforts to inform the framework for the regulation. Board staff hosted 12 public workshops covering an array of topics, including how the regulatory framework might specifically impact trees, parklands, and local wastewater management, and how it might impact water suppliers, communities, and the state. After the rulemaking began, the State Water Board held two public hearings, receiving 140 oral public comments, and staff held 21 working group meetings to better understand issues and concerns raised about the draft regulatory framework by interested parties. Staff also hosted 20 meetings with individual urban retail water suppliers serving disadvantaged communities. Over the course of the multiple comment periods, more than 1,000 formal comment letters were received.
7. The California [Water Supply Strategy](#), the [California Water Plan](#), the [Water Resilience Portfolio](#), and the [Climate Adaptation Strategy](#) recognize the importance of Making Conservation a California Way of Life in safeguarding water resources and preparing California communities for more extreme drought and precipitation conditions.
8. The standards for efficient outdoor water use are achievable now and in the future. More than 70 percent of Californians receive water from suppliers that, according to available data, are already meeting or exceeding their urban water use objectives and will through 2035, when the outdoor standards become a Landscape Efficiency Factor (LEF) of 0.63.

Protecting Water Resources

9. As much as 50 percent of the water applied outdoors in the urban sector is lost due to wind, evaporation, or runoff caused by inefficient irrigation methods or systems. Climate-ready landscapes reduce dry-weather and wet-weather runoff. With deeply rooted climate-appropriate plants and soils enriched with compost and mulch, these landscapes require less irrigation and excel at slowing, spreading, and absorbing precipitation. Limiting runoff protects our water resources from harmful pesticides, nutrients, metals and bacteria, keeping them drinkable, fishable, and swimmable.

Mitigating and Adapting to Climate Change

10. Conserving water can reduce energy use, which reduces greenhouse gas emissions and other co-emitted air pollutants. Energy savings come primarily from avoiding energy used for extracting, conveying, treating, distributing, and the end uses of water (especially heating), as well as the energy use for collecting, treating, and discharging or reusing wastewater.
11. As plants in urban landscapes, trees can require four to ten times less water than turf and can be irrigated much more efficiently, ensuring more of the applied water reaches and is used by the plants. Expanding the urban forest can therefore save water; it can also reduce the urban heat island effect and sequester carbon.
12. California is preparing for changing precipitation patterns, including more frequent and intense atmospheric river storms, more frequent and intense droughts, and other weather extremes. Water conservation will help California communities be more resilient to climate whiplash. In recent droughts, for example, water conservation has been shown to increase carryover storage and enhance water supply reliability.
13. Actions suppliers may take to implement the regulation could include programs to incentivize more efficiently irrigated climate-ready landscapes. In addition to the benefits noted above, climate-appropriate plants need less water in the summer and can provide more habitat for pollinators, insects, and birds. Furthermore, cultivating climate-ready landscapes with the addition of compost and mulch can build healthier soils by using organic materials that might otherwise go to landfills.

Advancing Affordability and Equity

14. Water conservation has been shown to make water more affordable by avoiding the need for more expensive supplies. Intentional effort will be critical to ensure that low-income households can benefit from water conservation programs.
15. Studies have found less tree canopy in disadvantaged communities in California cities. Expanding the urban forest can lower water use, and water bills, as well as reduce cooling needs and costs.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts a new article 1 in California Code of Regulations, title 23, division 3, chapter 3.5, as appended to this resolution as a regulation, and renumbers existing articles in chapter 3.5.
2. State Water Board staff shall submit the regulation to the Office of Administrative Law (OAL) for review and filing with the Secretary of State.
3. If, prior to OAL filing the regulations with the Secretary of State, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or the Executive Director's designee may make such changes.
4. The State Water Board directs staff to identify frequently asked questions and broadly disseminate information regarding the regulation.
5. Directs staff to maintain momentum from the regulation's development and to continue robust engagement with representatives of the water supplier, academic, advocacy communities, and others to promote effective implementation of the regulation, identify challenges, and use those mechanisms to provide feedback to future board informational items, including pursuant to resolved paragraph 12.
6. The State Water Board directs staff to coordinate with the Department to identify and pursue opportunities to update landscape area frequently and as soon as feasible, ensuring stakeholder engagement in the process. The Board recognizes the importance of landscape area data for this framework and the challenges involved in updating the data.
7. The State Water Board directs staff to consider affordability and equity when implementing the regulation. To this end, the Board further directs staff to, to the degree possible:
 - a. In coordination with the Department, prioritize technical assistance and compliance support for suppliers that are struggling to meet regulatory obligations and serving areas where the majority of customers reside in disadvantaged communities. This technical assistance may include helping water agency staff understand the

regulation and its requirements; providing support regarding alternative compliance; identifying possible sources of funding for the supplier's efforts; developing or aggregating outreach and education materials; conducting analyses of the accuracy of relevant data; and evaluating whether a supplier could have qualified for any variances.

- b. Engage with suppliers and other organizations to help forge partnerships dedicated to multi-benefit water conservation projects.
 - c. Assess potential equity impacts, including the benefits, of the implementation of the regulation.
 - d. Develop guidance for suppliers regarding strategies to support low-income households. Such strategies may include integrating conservation and low-income rate assistance programs; partnering with community-based organizations to develop or expand programs for the direct installation of water efficient fixtures, appliances, and landscapes; and changing rate structures.
8. The State Water Board will make every effort to implement the regulation in a manner that protects water resources, mitigates and adapts to climate change impacts, and accelerates nature-based solutions. To these ends, the Board directs staff to, to the degree possible:
- a. Coordinate with CalRecycle to develop guidance for suppliers regarding strategies that can be used to help Californians to conserve water while also supporting local and statewide efforts to divert organic waste from landfills, improve soil health with the addition of compost and mulch, and reduce emissions of short-lived climate pollutants.
 - b. Coordinate with CalFIRE to develop guidance for suppliers regarding strategies to keep existing trees healthy, identify climate-ready trees suitable for suppliers' service areas, and increase the urban forest, in alignment with state goals, and coordinate with CalFIRE to provide technical assistance regarding the variance for the irrigation of existing trees.

- c. Coordinate with the California Energy Commission to better integrate and leverage water and energy programs and initiatives, such as the [Building Energy Benchmarking Program](#) and the [Residential Appliance Saturation Study](#).
 - d. Coordinate with the California Department of Fish and Wildlife to develop guidance and strategies that help Californians conserve water while also supporting urban biodiversity.
 - e. Coordinate with the California Air Resources Board to better document and quantify the net greenhouse gas emission reductions associated with water conservation programs and projects.
9. The State Water Board will, to the degree possible, work to streamline suppliers' data reporting by integrating relevant data, including, but not limited to, data that have been previously reported to the state. To this end, the Board directs staff to:
- a. Facilitate annual reporting by compiling and making relevant data publicly available in a machine-readable format.
 - b. Evaluate the sources and quality of relevant data and develop recommendations to better facilitate data streamlining by minimizing duplicative reporting and integrating data reported through other systems and to other state agencies.
 - c. Explore ways to develop an online reporting form that incorporates relevant data.
 - d. To better integrate water conservation and certain supplier operations data, include in the reporting form a field where a supplier can voluntarily provide a link to analyses the supplier conducted in the course of setting fees or charges for water service, or other pertinent information.
10. The State Water Board commits to integrating urban water conservation and the goals of this regulation into other State Water Board programs, to the degree appropriate, including:

- a. Evaluating whether and how the Board could allocate funding to support water conservation efforts. Division of Financial Assistance staff should consider whether and how to incorporate conservation into Drinking Water and Clean Water Intended Use Plans, or the Drinking Water State Revolving Fund and Clean Water State Revolving Fund Policies, as appropriate.

11. With respect to suppliers' possible violations of the regulation, the State Water Board values fair, consistent, progressive, and transparent enforcement. To this end, the Board directs staff to:

- a. Consider the sequencing of actions outlined by the Legislature in Water Code section 10609.26.
- b. Consider what conservation measures the supplier is taking and whether those measures are resulting in the expected and intended savings.
- c. Consider the degree to which the supplier is using or is eligible to use the variances and provisions available, including the variance for the irrigation of existing trees.
- d. Consider the degree to which the supplier is taking reasonable steps to assist and support conservation investments for disadvantaged communities and low-income households.

12. Unless and until directed otherwise, staff shall bring periodic information items to the Board describing the progress staff have made in carrying out the actions identified in this resolution and summarizing the progress suppliers have made in calculating and meeting urban water objectives and carrying out CII performance measures.

13. By December 2028, staff shall present at a Board meeting an update on progress made under the regulations and across the state, coupled with a proposed strategy, developed following public engagement, for Board consideration to prioritize compliance and enforcement actions, recognizing the efforts undertaken by that time to make conservation a California way of life.

14. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Local agencies are encouraged to develop their own progressive enforcement practices to promote conservation.

CERTIFICATION

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on July 3, 2024.

AYE: Chair E. Joaquin Esquivel
Vice Chair Dorene D'Adamo
Board Member Sean Maguire
Board Member Laurel Firestone
Board Member Nichole Morgan

NAY: None

ABSENT: None

ABSTAIN: None


Courtney Tyler
Clerk to the Board



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Consideration of Proposed Establishment of Ordinance Safeguarding Parental Rights in Education and Child Upbringing

SOURCE: City Manager's Office

COMMENT: At its meeting on March 4, 2025, the City Council approved Vice Mayor McKerverey's request for an item to be added to the March 18, 2025, agenda to consider the establishment of an Ordinance Safeguarding Parental Rights in Education and Child Upbringing. The proposed Ordinance is included as an attachment for City Council's consideration. Should the City Council desire to move forward with the establishment of a new Ordinance, a public hearing will be scheduled for a future City Council meeting for consideration of adoption, followed by a second reading.

RECOMMENDATION: That the City Council provide direction on the proposed establishment of an Ordinance Safeguarding Parental Rights in Education and Child Upbringing.

ATTACHMENTS: 1. Draft Ordinance

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
SAFEGUARDING PARENTAL RIGHTS IN EDUCATION AND CHILD UPBRINGING

WHEREAS, the City of Porterville, as a constitutional charter city, upholds the fundamental liberties guaranteed by the U.S. Constitution and Bill of Rights, including the fundamental right of parents to direct the upbringing, education, and care of their children;

WHEREAS, The Fourteenth Amendment and U.S. Supreme Court rulings (Meyer v. Nebraska (1923), Pierce v. Society of Sisters (1925), Wisconsin v. Yoder (1972), Troxel v. Granville (2000)) affirm that parents—not the state—hold the primary role in directing the upbringing of their children;

WHEREAS, The Chino Valley Unified School District case established that parental notification policies regarding a minor child's requested gender identity change are legally valid and enforceable under California and federal law;

WHEREAS, The Family Educational Rights and Privacy Act (FERPA) provides parents with the right to access their child's educational records, reinforcing their right to be informed about any significant decisions affecting their child;

WHEREAS, The City of Porterville recognizes the need for transparency in public education, ensuring that parents are informed of all sexual education materials and health-related services provided by schools;

WHEREAS, The City of Porterville further acknowledges that the distribution of contraceptives, emergency contraception, or referrals to abortion providers on school grounds constitutes a matter of parental concern, and such actions shall require explicit parental consent;

WHEREAS, The City of Porterville affirms that school officials are mandated reporters under California Penal Code § 11165.1, requiring them to report any suspected sexual abuse, statutory rape, or endangerment of minors.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE HEREBY ORDAINS as follows:

SECTION 1. PURPOSE AND INTENT

This ordinance establishes the right of parents to be informed about critical decisions regarding their children's education, sexual health-related instruction, and well-being in public educational institutions and provides enforcement mechanisms to hold non-compliant entities accountable.

SECTION 2. DEFINITIONS

Parent: A person who has legal custody, guardianship, or parental rights over a minor child.

Minor child: Any individual under the age of 18 enrolled in an educational institution within the jurisdiction of Porterville.

Educational Institution: Any public, charter, or government-funded school operating within the City of Porterville.

Parental Notification Policy: A policy requiring school officials to notify a parent if their minor child requests to be identified by a gender different from their biological sex, use a different name or pronouns, or access gender-based accommodations (such as locker rooms or restrooms).

Legal Assistance Fund: A dedicated fund to assist parents in legal actions against government entities violating this ordinance.

Sexual Health Services: Includes condoms, birth control, emergency contraception (Plan B), abortion referrals, and any medically related discussions concerning a student's sexual activity.

SECTION 3. PARENTAL NOTIFICATION REQUIREMENT

A. Parental Notification for Gender Identity Changes

1. Public schools must notify a parent within three (3) school days if their minor child:

- Requests to be identified by a gender different from their biological sex.
- Requests to be referred to by different pronouns or a different name.
- Requests access to gender-specific facilities (such as restrooms or locker rooms) based on gender identity.

2. Exceptions:

- Notification may be delayed only if the school has documented reasonable suspicion that disclosure would result in imminent, severe harm to the student.
- If a school delays notification, they must immediately report the concern to the appropriate child welfare authorities and document the decision.

B. Parental Notification of Sexual Education Materials

1. Schools must provide parents with full transparency regarding any sexual education curriculum, including:

- Lesson plans, videos, third-party speakers, and instructional materials.
- Any external organizations providing instruction on sexual health.

2. Parents must be given the opportunity to review all materials at least 30 days before presentation and opt-out without discrimination or retaliation.

C. Prohibition of Sexual Health Services Distribution on School Grounds

1. No public school within the City of Porterville may distribute condoms, birth control, emergency contraception (Plan B), or any other contraceptive without explicit parental consent.
2. No public school shall facilitate or refer students to abortion providers while on school grounds.
3. No educator or school employee shall provide guidance or recommendations regarding sexual activity unless required under mandated reporting laws.

D. Compliance with Mandatory Reporting Laws for Underage Sexual Activity

1. Educators and school officials must report any disclosed sexual activity involving minors when required under California Penal Code § 11165.1.
2. Parental notification must be provided in cases where mandated reporting laws require parental involvement for the safety of the minor.

SECTION 4. ENFORCEMENT AND LEGAL REMEDIES

A. Right to Sue for Violations of Parental Rights

1. Any parent whose rights under this ordinance have been violated shall have standing to bring a civil action against:
 - Any public school, school district, or government agency that fails to comply with the parental notification policy.
 - Any government official or employee who knowingly obstructs compliance with this ordinance.
2. Parents may seek:
 - Injunctive relief to prevent further violations.
 - Monetary damages for harm caused by non-compliance.
 - Recovery of legal fees and court costs incurred in the legal action.

B. City-Sponsored Legal Assistance for Parents

1. The City of Porterville shall establish a Legal Assistance Fund to help parents pursue legal action against government entities violating this ordinance.
2. This fund shall provide financial assistance for attorney fees, court filing fees, and expert testimony.

SECTION 5. STRICT SCRUTINY REQUIREMENT

Any government action or policy interfering with parental rights shall be subject to strict scrutiny and must demonstrate:

1. A compelling government interest.
2. That the action is narrowly tailored and the least restrictive means of achieving that interest.

SECTION 8. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Porterville hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, clauses, or phrases hereof be declared invalid or unenforceable.

SECTION 9. EFFECTIVE DATE

The foregoing ordinance shall take effect thirty (30) days from the date of the passage and adoption. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code Section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

SECTION 10. CEQA REVIEW.

The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment]. In addition to the foregoing general exemption, the City Council further finds that the ordinance is categorically exempt from review under CEQA Guidelines section 15303 [conversion of an existing structure from one use to another in conjunction with minor changes to the facility]. The City Manager is hereby directed to ensure that a Notice of Exemption is filed pursuant to CEQA Guidelines Section 15062.

SECTION 11. CONSTRUCTION.

The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent.

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PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
Greg Meister, Mayor

ATTEST: _____
Jason Ridenour, City Clerk



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Consideration of Letter of Opposition to Assembly Bill 1333

SOURCE: City Manager's Office

COMMENT: At its meeting on March 4, 2025, the City Council approved Mayor Meister's request for an item to be added to the March 4, 2025, agenda to consider a letter of opposition to Assembly Bill 1333. The proposed letter of opposition and Assembly Bill 1333 are attached for City Council's consideration.

RECOMMENDATION: That the City Council consider the draft letter of opposition to Assembly Bill 1333.

ATTACHMENTS:

1. Letter of Opposition to Assembly Bill 1333
2. Assembly Bill 1333

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

On behalf of the City of Porterville and with the full support of our City Council, I write to express strong opposition to AB 1333. This bill is not only an unfunded mandate that further erodes local control, but it also presents a direct attack on fundamental property rights and the constitutional right to self-defense.

Under AB 1333, if a homeowner is forced to defend their home against a violent intruder and that intruder is killed, the state could find the homeowner liable for homicide—even though they were acting in self-defense. This is an outrageous violation of the well-established Castle Doctrine and a complete betrayal of the most basic liberty interest: the right to defend one's life and property. No government has the right to criminalize lawful self-defense.

This bill also forces municipalities to comply with costly and unnecessary contract reviews, shifting state responsibilities onto local governments without funding. As a result, cities like Porterville will be forced to cut essential services or raise taxes on already overburdened residents. It is yet another example of Sacramento's growing trend of increasing government overreach, while simultaneously weakening the rights of individuals and communities to protect themselves.

The people of Porterville will not stand for a government that punishes law-abiding citizens for defending their homes while giving criminals more rights than their victims. We demand that our elected representatives respect the Constitution and oppose AB 1333.

Sincerely,

Greg Meister
Mayor, City of Porterville

ASSEMBLY BILL

No. 1333

Introduced by Assembly Member Zbur

February 21, 2025

An act to amend Section 197 of the Penal Code, relating to crimes.

LEGISLATIVE COUNSEL’S DIGEST

AB 1333, as introduced, Zbur. Crimes: homicide.

Existing law defines homicide as the unlawful killing of a human being, or a fetus, with or without malice aforethought, as specified. Existing law establishes certain circumstances in which homicide is justifiable, as specified.

This bill would eliminate certain circumstances under which homicide is justifiable, including, among others, in defense of a habitation or property. The bill would additionally clarify circumstances in which homicide is not justifiable, including, among others, when a person uses more force than necessary to defend against a danger.

By expanding the scope of the crime of homicide, this bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

SECTION 1. Section 197 of the Penal Code is amended to read:

197. (a) Homicide is also justifiable when committed by any person in ~~any~~ *all* of the following cases:

(1) When resisting any attempt to murder any ~~person, or to commit a felony, person~~ or to do some great bodily injury upon any person.

(2) When committed in defense of ~~habitation, property, or person, against one who manifestly intends or endeavors, by violence or surprise, to commit a felony, or against one who manifestly intends and endeavors, of a person, against one who manifestly intends or endeavors~~ in a violent, riotous, or tumultuous manner, to enter the habitation of another for the purpose of offering violence to any person therein.

(3) When committed in the lawful defense of such person, or of a spouse, parent, child, master, mistress, or servant of such person, when there is reasonable ground to apprehend a design to ~~commit a felony or to do some great bodily injury, and imminent danger of such design being accomplished; but such person, or the person in whose behalf the defense was made, if he or she was the assailant or engaged in mutual combat, must really and in good faith have endeavored to decline any further struggle before the homicide was committed. to do some great bodily injury, and imminent danger of such design being accomplished.~~

~~(4) When necessarily committed in attempting, by lawful ways and means, to apprehend any person for any felony committed, or in lawfully suppressing any riot, or in lawfully keeping and preserving the peace.~~

(b) Homicide is not justifiable when committed by a person in all of the following cases:

(1) When the person was outside of their residence and knew that using force likely to cause death or great bodily injury could have been avoided with complete safety by retreating.

(2) When the person used more force than was reasonably necessary to defend against a danger.

(3) When the person was the assailant, engaged in mutual combat, or knowingly engaged in conduct reasonably likely to

1 *provoke a person to commit a felony or do some great bodily*
2 *injury, except if either of the following circumstances apply:*

3 *(A) The person reasonably believed that they were in imminent*
4 *danger of death or great bodily injury, and had exhausted every*
5 *reasonable means to escape such danger other than the use of*
6 *force likely to cause death or great bodily injury.*

7 *(B) In good faith, the person withdrew from the encounter with*
8 *the other assailant or assailants and indicated clearly to the other*
9 *assailant or assailants that the person desired to withdraw and*
10 *terminated the use of any force, but the other assailant or assailants*
11 *continued or resumed the use of force.*

12 SEC. 2. No reimbursement is required by this act pursuant to
13 Section 6 of Article XIII B of the California Constitution because
14 the only costs that may be incurred by a local agency or school
15 district will be incurred because this act creates a new crime or
16 infraction, eliminates a crime or infraction, or changes the penalty
17 for a crime or infraction, within the meaning of Section 17556 of
18 the Government Code, or changes the definition of a crime within
19 the meaning of Section 6 of Article XIII B of the California
20 Constitution.



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Consideration of Appointment of City Council Representatives to Porterville Airport Committee

SOURCE: City Manager's Office

COMMENT: At its meeting on March 4, 2025, the City Council adopted Resolution 22-2025 establishing the Porterville Airport Committee. The committee is comprised of nine members, including two City Council Members and seven public members. With the establishment of the Porterville Airport Committee, there are two vacant Council Member positions available for appointment.

RECOMMENDATION: That the City Council consider appointing two City Council Members to serve on the Porterville Airport Committee.

ATTACHMENTS: 1. Resolution No. 22-2025

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

RESOLUTION NO. 22 -2025

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE ESTABLISHING A STANDING
PORTERVILLE MUNICIPAL AIRPORT COMMITTEE**

WHEREAS, the Porterville Municipal Airport was established in 1942 as Porterville Army Airfield, serving as a World War II training base for the Fourth Air Force; and

WHEREAS, the Porterville Municipal Airport was transferred to the City of Porterville in 1948, under the Surplus Property Act; and

WHEREAS, the Porterville Municipal Airport supports aeronautical uses including private aircraft, Air Attack Base, and air medical transport; and

WHEREAS, it is a priority to continue to improve the Porterville Municipal Airport to attract and retain aeronautical uses 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 Porterville Municipal Airport Committee is hereby established.
2. The Committee shall have nine total members, including two City Council Members, and seven members of the public comprised of airport representatives inclusive of the Porterville Military Academy, Porterville Experimental Aircraft Association President and Vice President, supported by staff as determined by the City Manager.
3. Said Committee will meet on an as-needed basis to review matters pertaining to the Porterville Municipal Airport and to then make recommendations to the City Council.

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



Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

By: 

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

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

I, JASON RIDENOUR, the duly appointed Interim 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 March, 2025.

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

Council:	MEISTER	MCKERVEY	BELTRAN	GREEN	RIVAS
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JASON RIDENOUR, Interim City Clerk



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



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Nomination of a City Public Transit Representative Alternate Member for the Governing Board of the Tulare County Association of Governments (TCAG)

SOURCE: City Manager's Office

COMMENT: There is currently a vacancy for the City Public Transit Representative Alternate Member on the Tulare County Association of Governments (TCAG) Governing Board that must be filled by a Council Member from a Tulare County city that directly provides Transit services in Tulare County. This is the position vacated by Mayor Greg Meister with his appointment to serve as the City of Porterville representative on the TCAG Governing Board. Liz Wynn of Visalia currently serves as the Transit Representative Member. This appointment will be made by the City Selection Committee at its next meeting scheduled for April 21, 2025.

The City Council has been asked to nominate its preferred candidate for consideration by the City Selection Committee.

RECOMMENDATION: That the City Council select a candidate to nominate for appointment by the City Selection Committee as the City Public Transit Representative Alternate Member to the Governing Board of the Tulare County Association of Governments (TCAG).

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Nomination of an Alternate Member to Serve on the Local Agency Formation Commission (LAFCO)

SOURCE: City Manager's Office

COMMENT: The City Selection Committee is seeking nominations for an Alternate Member to serve on the Local Agency Formation Commission (LAFCO) for the term ending the first Monday of May 2029. Steve Harrell of the City of Tulare is currently serving as the Alternate member. The Tulare County LAFCO is responsible for coordinating logical and timely changes in local governmental boundaries, conducting special studies which review ways to reorganize, simplify, and streamline governmental structure and preparing Spheres of Influence for each city and special district within each county. The Commission's efforts are directed to seeing that services are provided efficiently and economically while agricultural and open-space lands are protected. This appointment will be made by the City Selection Committee at its next meeting scheduled for April 21, 2025.

The City Council has been asked to nominate its preferred candidate for consideration by the City Selection Committee.

RECOMMENDATION: That the City Council select a candidate to nominate for appointment by the City Selection Committee to serve as the Alternate Member on the Local Agency Formation Commission (LAFCO) for the term ending the first Monday of May 2029.

ATTACHMENTS: 1. City Selection Committee Meeting Notice - April 21, 2025

Appropriated/Funded:

Review By:
Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

COUNTY OF TULARE
CLERK OF THE BOARD OF SUPERVISORS



JASON T. BRITT

County Administrative Officer/
Clerk of the Board

MELINDA BENTON

Chief Clerk

March 7, 2025

TO: CITY SELECTION COMMITTEE

Dear Mayors:

It is necessary to schedule a meeting of the City Selection Committee to appoint an Alternate Member to the Local Agency Formation Commission (LAFCO) seat for a term ending May (1st Monday) 2029. Council member Steve Harrell, City of Tulare, is currently serving as the Alternate member.

There will be a TCAG meeting on Monday, April 21, 2025 at 1:00 p.m. at the Tulare Ag Auditorium, 4437 S. Laspina, Tulare, and the City Selection Committee will meet right before at **12:45 p.m.** to make the appointment. As a reminder, if you are unable to attend you can select your TCAG member to represent your City at the meeting.

For this appointment the City Selection Committee will follow Section 30ii of your Rules of Procedures:

30. *Appointments to Boards, Authorities, Committees, and Commissions.*

- ii. *For appointments to new terms on boards, authorities, committees, and commissions for which the appointment may be made from any city within the County, the Committee in its discretion may select any Mayor or other member of a City Council for such appointment. To provide greater transparency in the Committee's appointments process and allow additional time for Committee members to consider such decisions while complying with the Brown Act, the Committee adopts the following process as its primary method for considering nominations for such open appointments:*
 - (a) *The Clerk of the Committee shall give at least 30 days' advance written notice to Committee members and the City Managers or Administrators of each City of all such appointments to be requested of the Committee. Each Committee member may then submit to the Clerk of the Committee his or her written nominations of eligible persons to fill such positions. Such written nominations shall be submitted to the Clerk of the*

Committee only and the Clerk of the Committee in turn shall transmit copies of all such written nominations to the Committee members as part of the Clerk of the Committee's distribution of agenda materials for the relevant Committee meeting.

- (b) *At the relevant Committee meeting, when the agenda item requesting such appointment is called, then the Presiding Officer shall first entertain any written nominations in the order received by the Clerk of the Committee as motions for appointment, accept any seconds to the written nominations, and call the question on such motions. If no written nominations are received or if motions for such appointments fail, then the Presiding Officer may accept nominations and seconds from the floor and proceed accordingly with voting on the appointments.*

Written nominations are due **Thursday, April 10, 2025 by 5:00 p.m.** and can be emailed to mbenton@tularecounty.ca.gov or mailed to:

Clerk of the Board
Attn: City Selection Committee Clerk
2800 W. Burrel Ave.
Visalia, CA 93291

If you have any questions, please contact me at mbenton@tularecounty.ca.gov or call me directly at (559) 636-5007.

Thank you.

Sincerely,

/s/ Melinda Benton
Melinda Benton
City Selection Committee Clerk



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Consideration of Cannabis Community Benefit Fund Allocations, Establishment of Community Benefit Non-Profit Grant Program and Community Benefit Small Business Grant Program

SOURCE: City Manager's Office

COMMENT: Chapter 15 Article VII of the Porterville Municipal Code outlines the regulation of cannabis dispensaries within the City of Porterville. The operation of a cannabis dispensary requires the approval of a regulatory permit, which is approved by a Development Agreement. The City Council previously adopted Ordinance Nos. 1886, 1887, and 1902, adopting development agreements for Coast to Coast Caregivers Corp. DBA Culture Cannabis Club, HAVEN #7 LLC, and Cannabis Express Inc. Section 8 Community Relations, Employment, and Wages of each cannabis development agreement outlines a Community Benefits Program that is funded through the cannabis development agreements.

The development agreements outline that a community benefits program is to be funded by each cannabis business owner in the amount of \$30,000 or 1% of the owner's gross receipts, whichever is greater, from the commercial operation on the premises. The agreements state that the community benefits program can include such items as senior citizen programs, City beautification efforts, funding for enforcement against illegal cannabis operations, public safety, housing programs, economic development, infrastructure, capital improvements, including expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service, public safety, and special social and community organizations. The community benefits program may be implemented by the City. The City may invite public participation in the decision-making process for identifying and prioritizing community needs and benefits and identifying appropriate projects to be funded by the entity implementing this community benefits program. All projects under the community benefits program must be approved by the City.

The City has been collecting funds in accordance with the adopted development agreements. The current available balance in the Community Benefits Program is \$164,767.30. On January 13, 2025, the Cannabis Committee reviewed the Community Benefits Program

funding, draft categorical allocations of funds, draft Community Benefit Non-Profit Grant Program, and draft Community Benefit Small Business Grant Program. The Cannabis Committee directed staff to draft an agenda item for the City Council's consideration.

The committee recommendation is for the Community Benefit Program to fund a Community Benefit Non-Profit Grant Program with 40 percent (\$65,906) of the fund balance, a Community Benefit Small Business Grant Program with 20 percent (\$32,953) of the fund balance, and 40 percent (\$65,906) of the fund balance for resources for the Police Department's SMART Team to assist individuals experiencing homelessness including but not limited to funds to assist with rapid rehousing utilizing motel/hotel and transportation vouchers.

The draft Community Benefit Non-Profit Grant Program and draft Community Benefit Small Business Grant Program applications/guidelines have been attached for the City Council's review and consideration. The intent of the grant programs is to support non-profit organizations with grant funds to benefit the community and provide grants to small businesses to support local economic development. It is proposed that the community benefits program be evaluated on an annual basis to provide flexibility in the utilization of the funds to make the greatest impact to the community. Both grant programs propose to make available grants of up to \$5,000 per applying organization or business based on need and availability. Due to the anticipated interest in the non-profit grant program, it is proposed that a lottery selection be performed if the eligible applications received exceed the funding amount available. The small business grant is intended to be evaluated on a first-come, first-serve basis. The Community Development Department will review all applications for completeness and eligibility then submit applications to the City Council for consideration for both grant programs.

RECOMMENDATION: That the City Council:

1. Consider the proposed categorical allocation of funds in the community benefits program funds, funding a Community Benefit Non-Profit Grant Program with 40 percent (\$65,906) of the fund balance, Community Benefit Small Business Grant Program with 20 percent (\$32,953) of the fund balance, and allocating 40 percent (\$65,906) of the fund balance for resources for the Police Department's SMART Team.
2. Consider the draft resolution establishing a Community Benefit Non-Profit Grant Program and Community Benefit

Small Business Grant Program.

- ATTACHMENTS:
1. Draft Community Benefit Non-Profit Grant Application
 2. Draft Community Benefit Small Business Grant Application
 3. Draft Resolution Community Benefit Grant Program

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager



CITY OF PORTERVILLE

Cannabis Community Benefit Non-Profit Grant Program

Grant APPLICATION

Community Development Department • 291 N. Main St. • Porterville, CA 93257

(559) 782-7460 • Office Hours: Mon. – Fri. 8 a.m. – 5 p.m.

www.ChoosePorterville.com • EcDev@ci.porterville.ca.us

Community Benefit Non-Profit Grant Program

Introduction

Community Benefit Program was established with the adoption of Resolution (Insert Resolution number) funded through commercial cannabis dispensary development agreements. Community Benefit Program includes funding for items such as senior citizen programs, City beautification efforts, funding for enforcement against illegal cannabis operations, public safety, housing programs, economic development, infrastructure, capital improvements (including expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community), support of holiday and special community events, support of local public service, public safety, and special social and community organizations.

Non-Profit Grant Program Overview

The Community Benefit Non-Profit Grant Program was established as a component of the Community Benefit Program to provide grant funding for special social and community non-profit organizations within the City of Porterville. Funding is available through the Cannabis Community Benefit Fund. Funds can be used in support of non-profit organizations within the City of Porterville to provide a benefit to the community. Grants are available up to \$5,000, depending on need and availability.

Eligible Applicants

Eligible applicants include on-going non-profit organizations that are located in and operate in the City of Porterville that are in good standing. The project or activities to be funded by the Program must be located within the incorporated area of the City of Porterville and provide a benefit to the community of Porterville.

Eligible Activities & Costs

- Working Capital (Capital for day-to-day operations of the firm, acquisition of assets, or payment of obligations)
- Purchase of Equipment
- Special Events (expenses directly associated with planning and executing of special event i.e. permits, rental of equipment, supplies, materials, marketing, staff time)
- Real Property Improvements (construction triggers prevailing wage).

Application Process

1. **Submit Completed Application:** Completed Applications for the Community Benefit Non-Profit Grant Program may be submitted to ecdev@ci.porterville.ca.us or submitted to Porterville City Hall, 291 N. Main Street, Porterville, CA. Applications and supporting documentation will accepted annually from August 1st through October 31st. One application per eligible applicant may be submitted.
2. **Application Review:** Applications will be reviewed for completeness and eligibility.
3. **Approval:** Porterville City Council will consider the applications for approval after the close of the application period. A lottery will be performed if eligible applications exceed the funding amount available.
4. **Grant Agreement & Award of Funding:** Applicants receiving City Council approval funding will be required to sign a grant agreement and any additional documentation required prior to release of funds.



5. **Required Documentation:** Applicants are required to provide documentation of the use of funds within ninety (90) days after grant award. Documentation includes invoices or receipts for materials and supplies, final bills of sale, and/or canceled checks. All documentation will be reviewed by staff.

Equal Opportunity Compliance

The Community Benefit Non-Profit Grant Program (also referred to in this application form as “The Program”) will be implemented in ways consistent with the City’s commitment to State and Federal equal opportunity laws. No person or business shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Benefit Non-Profit Grant Program funds on the basis of his or her religion, religious affiliation, age, race, color, creed, ancestry, national origin, sex, marital status, familial status, physical or mental disability, medical condition, genetic information, sexual orientation, gender, gender identity, gender expression or other arbitrary cause.

Checklist of Required Documents/Information

DOCUMENTATION TO PROVIDE WITH APPLICATION: (Must be turned in with application in order to be considered a COMPLETE application)

- ☐ City of Porterville Business License, and other permits required for business operation.
- ☐ Detailed description of the proposed project or use of funds, including cost summary.
- ☐ Copy of valid IRS tax exemption certificate demonstrating non-profit status
- ☐ Copy of Non-profit documentation demonstrating good standing non-profit status with State of California Department of Justice

Applicant Information

Applicant Name(s): Click or tap here to enter text.	
Entity Name: Click or tap here to enter text.	
Project or Program Name (if applicable) : Click or tap here to enter text.	
Project Address (if applicable) : Click or tap here to enter text.	
Tax ID#:Click or tap here to enter text.	
Non-Profit Business Address: Click or tap here to enter text.	
Years in Operation: Click or tap here to enter text.	
Daytime Phone #: ()	Evening Phone #: ()
Please provide a description of non-profit organization: (Please attach separate sheet of paper to include additional information) Click or tap here to enter text.	
Please provide a description intended use of funds: (Please attach separate sheet of paper to include additional information) Click or tap here to enter text.	



Required Certifications

By checking the boxes below, the undersigned hereby certifies that the statement is true and correct to the best of their knowledge:

☐ I certify that the business is located within the City of Porterville, and the business maintains all proper licenses and permits for operation.

☐ I certify that the business is current with all local, state, and federal taxes.

☐ I certify that the above information contained on this form and attachments is accurate and complete to the best of my knowledge, under penalty of law and verifiable by federal government representatives. I understand that funds are limited and acceptance of application does not guarantee a funding commitment or project approvals from the Community Benefits Grant Program. I will provide the information required to verify this data (e.g. payroll records, tax filings, account statements, etc.). I understand that the City of Porterville will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation or inaccurate information may result in disqualification of the grant application and/or request for repayment of money awarded.

Click here to enter text.

Business Name

Signature

Click here to enter text.

Title

Signature

Click here to enter text.

Title

Click here to enter text.

Date

Click here to enter text.

Date





CITY OF PORTERVILLE

Cannabis Community Benefit Non-Profit Grant Program

Grant APPLICATION

Community Development Department • 291 N. Main St. • Porterville, CA 93257

(559) 782-7460 • Office Hours: Mon. – Fri. 8 a.m. – 5 p.m.

www.ChoosePorterville.com • EcDev@ci.porterville.ca.us

Community Benefit Small Business Grant Program

Introduction

Community Benefit Program was established with the adoption of Resolution (Insert Resolution number) funded through commercial cannabis dispensary development agreements. Community Benefit Program includes funding for items such as senior citizen programs, City beautification efforts, funding for enforcement against illegal cannabis operations, public safety, housing programs, economic development, infrastructure, capital improvements (including expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community), support of holiday and special community events, support of local public service, public safety, and special social and community organizations.

Small Business Grant Program Overview

The Community Benefit Small Business Grant Program was established as a component of the Community Benefit Program to provide grant funding for small businesses within the City of Porterville. Funding is available through the Cannabis Community Benefit Fund. Funds can be used in support of for-profit small businesses within the City of Porterville to improve signage and business façade to be compliant with the Porterville Development Ordinance, and make ADA improvements. Grants are available up to \$5,000, depending on need and availability.

Eligible Applicants

Eligible applicants include for-profit businesses that are located in and operate in the City of Porterville (in good standing) and meet the definition of a small business as defined by the U.S. Small Business Administration. The project to be funded by the Program must be located within the incorporated area of the City of Porterville and be compliant with the Porterville Development Ordinance.

Eligible Activities & Costs

- Façade Improvements (i.e. signage, awning, or window replacements, lighting)
- Purchase of Equipment
- ADA improvements
- Code Violation remediations within the façade of building.

Application Process

1. **Submit Completed Application:** Completed Applications for the Community Benefit Small Business Grant Program may be submitted to ecdev@ci.porterville.ca.us or submitted to Porterville City Hall, 291 N. Main Street, Porterville, CA. Applications and supporting documentation will accepted on an ongoing basis until funds are expended. One application per eligible applicant may be submitted.
2. **Application Review:** Applications will be reviewed for completeness and eligibility on a first come first serve basis.
3. **Approval:** Porterville City Council will consider the applications for approval.
4. **Grant Agreement & Award of Funding:** Applicants receiving approval funding will be required to sign a grant agreement and any additional documentation required prior to release of funds. A copy of an invoice or estimate/bid of eligible expenses is required for the issuance of funds.



5. **Required Documentation:** Applicants are required to provide documentation of the use of funds within ninety (90) days after grant award. Documentation includes invoices or receipts for materials and supplies, final bills of sale, and/or canceled checks. All documentation will be reviewed by staff.
6. **Labor Standard Requirement:** Prevailing wages are required to be paid in adherence with applicable State laws for construction project financed by City grant funds.

Equal Opportunity Compliance

The Community Benefit Small Business Grant Program (also referred to in this application form as “The Program”) will be implemented in ways consistent with the City’s commitment to State and Federal equal opportunity laws. No person or business shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Benefit Non-Profit Grant Program funds on the basis of his or her religion, religious affiliation, age, race, color, creed, ancestry, national origin, sex, marital status, familial status, physical or mental disability, medical condition, genetic information, sexual orientation, gender, gender identity, gender expression or other arbitrary cause.

Checklist of Required Documents/Information

DOCUMENTATION TO PROVIDE WITH APPLICATION: (Must be turned in with application in order to be considered a COMPLETE application)

- ☐ City of Porterville Business License, and other permits required for business operation.
- ☐ Detailed description of the proposed project or use of funds, including cost summary.
- ☐ Recent Credit Report Printout

Applicant Information

Applicant Name(s): Click or tap here to enter text.	
Entity Name: Click or tap here to enter text.	
Project or Program Name (if applicable) : Click or tap here to enter text.	
Project Address (if applicable) : Click or tap here to enter text.	
Tax ID#:Click or tap here to enter text.	
Non-Profit Business Address: Click or tap here to enter text.	
Years in Operation: Click or tap here to enter text.	
Daytime Phone #: ()	Evening Phone #: ()
Please provide a description of non-profit organization: (Please attach separate sheet of paper to include additional information) Click or tap here to enter text.	



Please provide a description intended use of funds: (Please attach separate sheet of paper to include additional information)

Click or tap here to enter text.

Required Certifications

By checking the boxes below, the undersigned hereby certifies that the statement is true and correct to the best of their knowledge:

☐ I certify that the business is located within the City of Porterville, and the business maintains all proper licenses and permits for operation.

☐ I certify that the business is current with all local, state, and federal taxes.

☐ I certify that the above information contained on this form and attachments is accurate and complete to the best of my knowledge, under penalty of law and verifiable by federal government representatives. I understand that funds are limited and acceptance of application does not guarantee a funding commitment or project approvals from the Community Benefits Grant Program. I will provide the information required to verify this data (e.g. payroll records, tax filings, account statements, etc.). I understand that the City of Porterville will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation or inaccurate information may result in disqualification of the grant application and/or request for repayment of money awarded.

Click here to enter text.

Business Name

Signature

Click here to enter text.

Title

Signature

Click here to enter text.

Title

Click here to enter text.

Date

Click here to enter text.

Date



RESOLUTION NO. -2025

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE ESTABLISHING A COMMUNITY BENEFIT
NON-PROFIT GRANT PROGRAM AND COMMUNITY BENEFIT
SMALL BUSINESS GRANT PROGRAM**

WHEREAS, the Porterville City Council Adopted Ordinance No. 1886,1887, and 1902 approving Development Agreements for the operation of retail cannabis dispensaries; and

WHEREAS, the adopted Cannabis Development Agreements established a Community Benefit Program funded by retail cannabis dispensaries; and

WHEREAS, the City of Porterville values the contributions that local non-profit organizations make in the community; and

WHEREAS, the City of Porterville values local small businesses and economic impact they make in the community;

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

1. A Community Benefit Non-Profit Grant Program is hereby established.
2. A Community Benefit Small Business Grant Program is hereby established.
3. Said grant programs may be funded by the Community Benefit Program funded by retail cannabis dispensaries annually at the discretion of the City Council.

PASSED, APPROVED, AND ADOPTED this 18th day of March, 2025.

Greg Meister, Mayor

ATTEST:
Jason Ridenour, Interim City Clerk

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



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Consideration of Proposed Amendments to Chapter 15 article 7 and Chapter 21 Series 200 and 300 of Porterville Municipal Code Regarding Cannabis Dispensary Regulations and Potential Relocation of Existing Business

SOURCE: City Manager's Office

COMMENT: The owner of Premium Blossom, also known as Cannabis Express, Inc. has requested to relocate its current cannabis dispensary located at 200 North Main Street, Porterville to 1432 W. Olive Avenue, Unit A, Porterville. In furtherance of this request, the owner has submitted plans to the City Project Review Committee for a Tentative Parcel Map and requested changes to its current Development Agreement.

The matter was referred to the Cannabis Committee, and the Committee reviewed and considered the matter on January 13, 2025, and February 28, 2025. The Committee also considered whether certain changes to the City's zoning and operations regulations might also be in order. As part of that consideration, on February 28th, the Cannabis Committee considered and acted to recommend that the City Council consider and approve amendments to the zoning regulations that would allow cannabis dispensaries to be located in the CG (Commercial) zone, subject to all other restrictions and requirements set forth in the Municipal Code, in addition to the DR-N, DR-S, and Airport Industrial Zone Districts of the City.

On February 28, 2025, the Cannabis Committee also considered whether to forward a recommendation to the City Council concerning certain amendments to the City's regulations and the Development Agreement concerning Cannabis Dispensary operations requested by the owner of Premium Blossom in connection with its current and proposed operation, including changes in the regulations and/or Development Agreement to allow the change in location, to allow the required licensed security personnel to be employees of the dispensaries (instead of independent contractors), and to allow the development of a City-approved drive-through facility at the new location. Due in part to the close proximity of one school teaching children under the age of 18 (almost exactly 600 feet), the proximity of the adult school (approximately 80 feet), and concerns expressed by the Porterville Unified School District, the Cannabis Committee did not

agree on a specific recommendation, but directed that the proposed changes be brought to the City Council for consideration. The Committee made additional inquiries concerning restricting deliveries from cannabis dispensaries outside the city limits, and City staff also noted that other minor changes to the general regulations have been previously recommended, such as allowing additional flexibility in the hours of operations and removing the requirement for "bullet-resistant" glass, as well as some minor clarifications in the wording.

The City Planner has developed a draft ordinance containing the recommended changes to the zoning regulations, along with grammatical/wording fixes. The City Attorney has also drafted an Ordinance Amending Article VII of Chapter 15 concerning the cannabis dispensary operations requirements, consistent with the various requests above.

The Cannabis Committee recommends that the City Council approve the changes to the zoning regulations. If the City Council approves the changes tonight (with or without additional amendments), a public hearing can be scheduled for the review and consideration of the Ordinance for first reading.

The City Council can also decide whether to move forward to allow Premium Blossom's request to relocate, and can review and consider what proposed amendments to Article VII of Chapter 15 should be made. If the City Council decides to move forward with the relocation, staff requests that the City Council staff, in conjunction with the Cannabis Committee's oversight, put together a new Development Agreement for the new site, to be considered for adoption by ordinance after approval by the owner of the proposed changes, and after the requisite public hearing (in accordance with California Government Code Section 65865 et al. and the City's regulations).

RECOMMENDATION: That the City Council:

1. Authorize the setting of a public hearing on May 20, 2025, to consider and give first reading to an Ordinance amending Chapter 21, Series 200 and 300 of the Porterville Municipal Code, adding "Cannabis Dispensaries" as a permitted use in the CG General Commercial Zone and minor typographical corrections;
2. Consider whether to allow the relocation of the cannabis dispensary located at 200 N. Main Street to 1432 W. Olive Avenue in Porterville, and authorize the drafting of a Development Agreement for the new location; and
3. Consider the draft ordinance amending Article VII of Chapter 15 of the Porterville Municipal Code, with various

proposed changes affecting cannabis dispensary operations, and the potential setting of first reading and a public hearing concurrent with the hearing in Recommendation no. 1, above.

ATTACHMENTS: 1. Draft Chapter 21 Cannabis Amendments
 2. Draft Ordinance

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING CHAPTER 21, SERIES 200 AND 300 OF THE PORTERVILLE MUNICIPAL CODE,
ADDING “CANNABIS DISPENSARIES” AS A PERMITTED USE IN THE CG GENERAL
COMMERCIAL ZONE AND MAKING MINOR TYPOGRAPHICAL CORRECTIONS

WHEREAS, California legislation provides that the City of Porterville has the power to regulate commercial cannabis activities, including the regulations of cannabis dispensaries; and

WHEREAS, in 2021, the City Council of the City of Porterville adopted Ordinance No. 1853, allowing a limited number of Cannabis Dispensary Businesses and establishing permitting procedures and regulations; and

WHEREAS, the City Council desires to make amendments to the City’s local regulations related to the zone districts in which cannabis dispensaries are a permissible use.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE HEREBY ORDAINS as follows:

SECTION 1. Table 203.02 of Section 203.02 of Article 203 of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

Use Classifications	CN	CR	CG	CMX	Additional Regulations
Residential uses:					
Multi-family residential	-	-	-	P(1))	Section 201.04
Family daycare home:	See sub-classifications below				
Small	-	-	-	P	
Large	-	-	-	P	Section 301.07 , “Family Daycare Home, Large”
Group residential	-	-	-	P(2))	
Residential care facilities, limited	-	-	-	P	
Public and semipublic uses:					
Clubs and lodges	C	-	P	P	Section 301.02 , “Alcoholic Beverage Sales”

Use Classifications	CN	CR	CG	CMX	Additional Regulations
Colleges and trade schools, public or private	-	C	C	C	
Community centers	P	-	-	C	
Cultural institutions	C	-	C	C	
Daycare centers	C	-	-	C	
Instructional services	P	-	P	P	
Park and recreation facilities, public	P	-	P	P	
Religious facilities	C	C	C	C	
Residential care facilities, general	-	-	-	C	Section 301.15 , "Residential Care Facilities, General"
Social service facilities	-	P	P	C	Section 301.19 , "Social Service Facilities"
Commercial uses:					
Animal care, sales and services:	See sub-classifications below				
Kennels	M(4)	-	M(4)	-	
Pet stores	M(4)	M(4)	P(4)	-	
Veterinary services, small	-	-	P(4)	-	
Artists' studios	P	-	P	P	
Automobile/vehicle sales and services:	See sub-classifications below				
Automobile/vehicle rentals	-	P	P	-	
Automobile/vehicle sales and leasing	-	C	P	-	

Use Classifications	CN	CR	CG	CMX	Additional Regulations
Automobile/vehicle repair, major	-	-	P	-	Section 301.04 , "Automobile/Vehicle Service And Repair"
Automobile/vehicle service and repair, minor	-	P	P	-	Section 301.04 , "Automobile/Vehicle Service And Repair"
Automobile/vehicle washing	-	C	P	-	Section 301.05 , "Auto Service Stations And Car Washing"
Large vehicle and equipment sales, service and rental	-	-	C	-	Section 301.04 , "Automobile/Vehicle Service And Repair"
Service station	C(3)	C	C	C	Section 301.05 , "Auto Service Stations And Car Washing"
Towing and impound yards	-	-	C(20)	-	Section 300.03 "Fencing"; Section 300.09 "Outdoor Storage"; 300.10 "Screening"
Banks and financial institutions:	See sub-classifications below				
Banks and credit unions	P(5)	P	P	P	
Check cashing businesses	-	P	P	P	
Building materials and services	-	P(6)	P(6)	-	
Business services	P(3,7)	P	P	P	
<i>Cannabis dispensary</i>			<i>P</i>		<i>Municipal Code Chapter 15, Article VII</i>
Commercial entertainment and recreation:	See sub-classifications below				

Use Classifications	CN	CR	CG	CMX	Additional Regulations
Cinema/theaters	-	P	P	C	Section 301.02 , "Alcoholic Beverage Sales"
Large scale	-	-	C(8)	-	Section 301.02 , "Alcoholic Beverage Sales"
Small scale	-	P(19)	P(19)	C	Section 301.02 , "Alcoholic Beverage Sales"
Eating, drinking, and smoking establishments:	See sub-classifications below				
Bars/nightclubs/lounges	-	C	C	C	Sections 300.08 , "Outdoor Seating"; and 301.02 , "Alcoholic Beverage Sales"
Coffee shops/cafes	P(5)	P	P	P	Section 300.08 , "Outdoor Seating"
Restaurants, less than 3,000 square feet	P(5)	P	P	P	Sections 300.08 , "Outdoor Seating"; and 301.02 , "Alcoholic Beverage Sales"
Restaurants, greater than 3,000 square feet	C(5)	P	P	P	Sections 300.08 , "Outdoor Seating"; and 301.02 , "Alcoholic Beverage Sales"
Tobacco bars	-	M	M	M	
Food and beverage retail sales	P(9)	P	P	P(9)	Section 301.02 , "Alcoholic Beverage Sales"
Funeral parlors and mortuaries	-	C	P	-	
Hotels and motels	-	C	C	C	
Light fleet based services	-	-	P	-	
Maintenance and repair services	P(10)	P(10)	P	P(10)	
Medical facilities:	See sub-classifications below				

Use Classifications	CN	CR	CG	CMX	Additional Regulations
Medical clinic	-	P(12)	P	P(12)	
Professional/medical	-	P(12)	P	P(12)	
Mixed use development				C	Section 203.04 , "Supplemental Regulations"
Nurseries and garden centers	-	P	P	P	
Offices:	See sub-classifications below				
General offices	P(11)	P(12)	P	P	
Walk-in clientele	P(13)	P(12)	P	P(13)	
Parking, public or private	P(14)	P	P	P(14)	
Personal services	P	P	P	P	
Retail sales:	See sub-classifications below				
Less than 50,000 square feet	P	P	P	P	
50,000 square feet or more	-	C	C	-	
Swap meet	-	C	C	-	
Wholesaling and distribution	-	-	P	-	
Industrial uses:					
Construction and material yards	-	-	C	-	Section 300.09 , "Outdoor Storage"
Handicraft/custom manufacturing	-	P(15)	P	-	
Industry, limited	-	-	P	-	
Recycling facilities:	See sub-classifications below				

Use Classifications	CN	CR	CG	CMX	Additional Regulations
Recycling collection facility	-	C	P	-	Section 301.14 , "Recycling Facilities"
Recycling processing facility	-	-	C	-	Section 301.14 , "Recycling Facilities"
Reverse vending machine	P	P	P	P	Section 301.14 , "Recycling Facilities"
Warehousing and storage:	See sub-classifications below				
Chemical, mineral, and explosives storage	-	-	C	-	
Indoor warehousing and storage	-	-	P	-	
Personal storage	-	C	P	C	Section 301.13 , "Personal Storage Facilities"
Transportation, communication, and utilities uses:					
Communication facilities:	See sub-classifications below				
Antenna and transmission towers, camouflage facilities	P(16)	P(16)	P(16)	P(16)	Section 301.20 , "Telecommunication Facilities"
Antenna and transmission towers, non-camouflage facilities	M(16)	M(16)	M(16)	M(16)	Section 301.20 , "Telecommunication Facilities"
Broadcasting facility	-	M	M	-	Section 301.20 , "Telecommunication Facilities"
Call center	-	P(3)	P	-	
Recording studio	-	P(4)	P(4)	-	
Freight/truck terminals and warehouses	-	-	C	-	

Use Classifications	CN	CR	CG	CMX	Additional Regulations
Transportation passenger terminals	-	P	P	-	
Utilities, minor	P	P	P	P	
Agricultural and extractive uses:					
Crop cultivation, commercial	M	M	M	M	Section 301.06 , "Crop Cultivation"
Other applicable types:					
Accessory uses and structures	P	P	P	P	Section 301.01 , "Accessory Uses And Structures"
Animal keeping	-	-	-	P	Section 301.03 "Animal Keeping"
Caretaker unit	-	P(18)	P(18)	P(18)	
Home occupations	-	-	-	P	Section 301.09 , "Home Occupations"
Nonconforming use	Article 307, "Nonconforming Uses, Structures, And Lots"				
Temporary use	Section 301.21 , "Temporary Uses"				

Notes:

Specific Limitations:

- (1) Multi-family residential is permitted in conjunction with allowable nonresidential uses.
- (2) Limited to no more than 2 rooms in a dwelling rented to not more than a total of 4 persons and meals are not provided to more than 4 boarders.
- (3) Limited to establishments with a gross floor area of 5,000 square feet or less.
- (4) Provided that such use shall be completely enclosed in a building of soundproof construction.
- (5) Drive-through facilities are prohibited.
- (6) Bulk storage of sand, gravel or cement is not allowed.
- (7) Wholesale services are not allowed.

- (8) Campgrounds are prohibited.
- (9) Limited to establishments with a gross floor area less than 50,000 square feet.
- (10) Outdoor work and outdoor storage is prohibited.
- (11) General offices shall not be located on the ground floor.
- (12) Minor conditional use permit approval is required for office, business, or professional uses greater than 5,000 square feet in size per lot or integrated commercial development.
- (13) Limited to establishments with a gross floor area less than 1,500 square feet.
- (14) Limited to parking areas for exclusive use of occupants, employees and patrons of the uses, buildings, stores, and businesses located in that zone.
- (15) Limited to establishments with a gross floor area less than 2,000 square feet.
- (16) Prohibited within 300 feet of any R district except as detailed in 301.20E.
- (17) Limited to radio or television studios.
- (18) Limited to 1 dwelling for a caretaker or watchman and his immediate family, necessary and incidental to a use located in such zone. Such dwellings shall be a permanent structure.
- (19) Minor conditional use permit approval is required for indoor shooting ranges.
- (20) Salvage and wrecking yards are not permitted. Caretaker units are only permitted when explicitly addressed in the CUP.

SECTION 2. Section 301.23 of Article 301 or Series 300 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

301.23: CANNABIS CULTIVATION, USE, AND COMMERCIAL ACTIVITIES:

A. Purpose And Intent:

1. The City Council, based on evidence presented to it in the proceedings leading to the adoption of this chapter, hereby finds that the cultivation, preparation, and distribution of cannabis in the City has caused and is causing ongoing impacts to the community. These impacts include increases in various types of crime due to outdoor grows, damage to buildings containing indoor grows, including improper and dangerous electrical alterations and use, inadequate ventilation leading to mold and mildew, increased frequency of home-invasion robberies and related crimes. Many of these impacts have fallen disproportionately on residential neighborhoods, but nonetheless also negatively impact properties in the Commercial Districts. These impacts have also created an increase in response costs, including Code enforcement, building, land use, fire, and police staff time and expenses.

2. The City Council finds that the restrictions and/or prohibitions on non-commercial cultivation, commercial marijuana cultivation, marijuana processing, marijuana delivery, and marijuana dispensaries are necessary for the preservation and protection of the public health, safety, and welfare for the City and its community. The City Council's prohibition of such activities is within the authority conferred upon the City Council in its Charter and State law.

3. The purpose of this section is to restrict non-commercial cultivation, and to restrict and/or prohibit the establishment of commercial cannabis uses in the City.

B. Interpretation And Applicability:

1. Nothing in this section is intended to, nor shall it be construed to, preclude a landlord from limiting or prohibiting cannabis cultivation, smoking or other related activities by tenants.

2. Nothing in this section is intended to, nor shall it be construed to, burden any defense to criminal prosecution otherwise afforded by California law.

3. Nothing in this section is intended to, nor shall it be construed to, exempt any cannabis related activity from any and all applicable local and State construction, electrical, plumbing, land use, or any other building or land use standards or permitting requirements.

4. Nothing in this section is intended to, nor shall it be construed to, make legal any cultivation, transportation, sale or other use of cannabis that is otherwise prohibited under California law.

5. All cultivation activities within City limits shall be subject to the provisions of this section and other applicable provisions of this Code, regardless of whether the cultivation activities existed or occurred prior to adoption of this section.

C. Definitions: For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

ACCESSORY STRUCTURE:	A residential accessory structure shall include any uses that are customarily related to a residence, including garages, greenhouses, storage sheds, studios, and workshops. Any accessory structure must be compliant with Section 301.01 of this article and any other applicable provisions of the Municipal Code.
CANNABIS (AND/OR MARIJUANA):	Any or all parts of the plant Cannabis sativa linnaeus, Cannabis indica, or Cannabis ruderalis, or any other strain or varietal of the genus of Cannabis that may exist or hereafter be discovered or developed that has psychoactive or medicinal properties, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purposes of this Code, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the California Health and Safety Code.
CANNABIS ACCESSORIES:	Is As defined in Chapter 15, Article VII of the Municipal Code.
CANNABIS DISPENSARY:	Is As defined in Chapter 15, Article VII of the Municipal Code.
CANNABIS (OR MARIJUANA) COLLECTIVE OR COOPERATIVE OR COLLECTIVE:	Includes any group that is collectively or cooperatively cultivating and distributing marijuana for medical purposes that is organized in the manner set forth in the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, as may be amended from time to time,

	that was issued by the Office of the Attorney General for the State of California, or for the purposes set forth in California Health and Safety Code section 11362.5 (Compassionate Use Act) of California Health and Safety Code sections 11362.7 to 11362.83 (Medical Marijuana Program Act).
CANNABIS PRODUCT:	Is As defined in chapter 15, article VII of the Municipal Code.
COMMERCIAL CANNABIS ACTIVITY:	Is As defined in chapter 15, article VII of the Municipal Code.
CONCENTRATED CANNABIS:	Is As defined in chapter 15, article VII of the Municipal Code.
DELIVERY:	Is As defined in chapter 15, article VII of the Municipal Code.
DISTRIBUTION:	Is As defined in chapter 15, article VII of the Municipal Code.
MAUCRSA:	The Medicinal and Adult-Use Cannabis Regulation and Safety Act as codified in division 10 of the California Business and Professions Code, as the same may be amended from time to time.
MANUFACTURE:	Is As defined in chapter 15, article VII of the Municipal Code.
MEDICAL CANNABIS DISPENSARY:	Is As defined in chapter 15, article VII of the Municipal Code.
PERSONAL (NON-COMMERCIAL) CULTIVATION:	Any activity involving the growing, planting, harvesting, drying, curing, grading, or trimming, and includes processing of cannabis when done for individual (noncommercial) purposes.
PROCESSING:	Is As defined in chapter 15, article VII of the Municipal Code.
SENSITIVE USE:	Any cemetery, religious institution, school, public building regularly frequented by children, public park, or boys' club, girls' club or similar organization.

D. Severability: If any part of this section is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this section.

E. Personal (Non-Commercial) Cultivation And Other Activities: Personal, non-commercial cultivation and other activities including drying, harvesting, processing,

smoking, and use are restricted pursuant to this section and/or chapter 18, article XI of the Municipal Code. Nothing in this section shall prohibit a person twenty one (21) years of age or older from engaging in the cultivation of six (6) or fewer live cannabis plants within a single private residence, or inside an accessory structure located upon the grounds of a private residence. Alternatively, the six (6) or fewer plants may be grown outdoors within a locked space that is not visible by normal, unaided vision from a public place or from the surrounding properties. Additionally, the following requirements apply:

1. There shall be no exterior evidence of cannabis cultivation occurring at any property, from the public right-of-way.
2. Cannabis cultivation lighting shall not exceed 140,000 lumens (traditionally referenced as one thousand two hundred watts (1,200 W)).
3. If grown in an accessory structure, the structure(s) shall at all times meet the requirements of the latest adopted version of the California Building, Fire, Mechanical, Electrical and Plumbing Codes (collectively California Codes). All required electrical permits must be obtained pursuant to the California Codes and applicable regulations, and proper permits must be obtained from the Building Division prior to performing any work on electrical wiring or rewiring.
4. If required by the California Codes, the wall(s) adjacent to the cultivation area shall be constructed with five-eighths inch (5/8") type X moisture-resistant drywall.
5. Cannabis cultivation areas shall be secured by a functioning audible alarm at all times during growing seasons.
6. The growing of cannabis outdoors shall comply with setback requirements for the primary residence on the property subject to the zoning classification of the property.
7. Cannabis plants grown outdoors shall be grown in an area enclosed with a solid view obscuring fence, secured with self-closing and locking gates.
8. Areas for cultivation of cannabis shall be secured, locked, and fully enclosed, and rendered inaccessible to minors.
9. All restrictions set forth in chapter 18, article XI of the Municipal Code, applicable to cultivation, shall be complied with.

F. Prohibited Uses And Activities:

1. With the exception of cannabis dispensaries as set forth further in this section, and as regulated in chapter 15, article VII of the Municipal Code, commercial cannabis activity, whether or not for profit, is expressly prohibited in all zones, specific plans areas, and overlay zones of the City. No person shall establish, operate, maintain, conduct, allow or engage in commercial cannabis activity anywhere within the City, unless expressly permitted by this section or elsewhere in the Municipal Code.

2. A property owner shall not rent, lease or otherwise permit any person or business that engages in commercial cannabis activity to occupy real property in the City, unless the commercial activity is expressly permitted by the Municipal Code, and the activity at that location has been expressly authorized by the City in accordance with applicable City regulations and State laws. A property owner shall not allow any person or business to establish, operate, maintain, conduct, or engage in unauthorized commercial cannabis activity on any real property owned or controlled by that property owner that is located in the City.

3. Unless expressly authorized by the Municipal Code, subsection F1 of this section shall prohibit all activities for which a State license is required pursuant to MAUCRSA, as the same may be amended from time to time. Accordingly, the City shall not issue any permit, license, or other entitlement for any activity for which a State license is required under the MAUCRSA, as the same may be amended from time to time, except for activities expressly authorized and permitted by the City. The City shall also not issue any local license to a nonprofit entity pursuant to California Business and Professions Code section 26070.5, except as expressly authorized and permitted by the City.

G. Permitted Use:

1. Location: Commercial cannabis dispensary uses shall be allowed to be established and operated by business owners (as defined in section [15-85](#) of the Municipal Code), that meet all of the requirements specified in this section and chapter 15, article VII of the Municipal Code, in the **CG**, DR-N, DR-S and Airport Industrial Zone Districts of the City, subject to having a valid State license for the operations, having a regulatory permit from the City, obtaining a City business license, and having entered into a Development Agreement between the business owners and the City. Any cannabis dispensary permitted to be established shall at all times be in compliance with this section and chapter 15, article VII of the Municipal Code, as it may be amended from time to time or repealed and replaced by another section governing cannabis dispensary operation, but subject to the terms and conditions within the applicable Development Agreement.

2. Number of Permits: The number of regulatory permits for cannabis dispensaries is limited to no more than two permits, plus an additional permit for every twenty five thousand (25,000) residents. The City Council may reserve one of the allowed permits exclusively for a medical cannabis dispensary use, in conformity with the applicable regulations set forth in chapter 15, article VII of the Municipal Code.

3. Distance Separation From Schools: All cannabis dispensaries shall comply with the distance separation requirements from schools as required by State law. In addition, a cannabis dispensary shall not be located within six hundred feet (600') from any existing school or proposed school site as identified in the General Plan. Measurements shall be from property boundary to property boundary. For purposes of this section, school means any public or private school providing instruction in kindergarten or grades 1 - 12, inclusive, but does not include any private school in which education is primarily

conducted in private homes. The distance specified in this section shall be measured in the same manner as provided in subdivision (c) of section 11362.768 of the Health and Safety Code unless otherwise provided by law.

4. **Building Property Requirements:** All building property requirements set forth in chapter 15, article VII of the Municipal Code shall also apply and are hereby incorporated by reference as if set forth fully herein.

5. **Additional Requirements:** Cannabis dispensary uses are additionally subject to all setback, signage, and other requirements applicable to the zone classifications they are located in, in addition to any applicable requirements set forth in this chapter and the Municipal Code, as well as the Downtown Design Guidelines, in applicable zone districts.

H. **Enforcement:** Any violation of this section is subject to any and all penalties as prescribed in the Municipal Code, in addition to being subject to other remedies provided by law, including but not limited to, injunctive relief, nuisance abatement action, summary abatement of immediately hazardous conditions, and all other applicable fines, penalties and remedies. This section is adopted to address public health and safety issues, and as such, carries with it an express legislative intent to be interpreted strictly, enforced with an emphasis on public and community safety, and enforced rigorously in a manner such as to deter further violations. In any civil action brought pursuant to this section, a court of competent jurisdiction may award reasonable attorneys' fees and costs to the prevailing party. Notwithstanding the penalties set forth in the Municipal Code, no provision of this section or the Municipal Code authorizes a criminal prosecution, arrest or penalty inconsistent with or prohibited by Health and Safety Code section 11362.71 et seq., or section 11362.1 et seq., as the same may be amended from time to time. In the event of any conflict between the penalties enumerated under the Municipal Code and any penalties set forth in State law, the maximum penalties allowable under State law shall govern. (Ord. 1866, 11-19-2019; amd. Ord. 1880, 2-16-2021)

SECTION 3. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment]. In addition to the foregoing general exemption, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. Furthermore, this ordinance is exempt pursuant to California Business and Professions Code Section 26055(h) on the basis that the adoption of this ordinance that require discretionary review under CEQA to approve licenses to engage in commercial cannabis activity in the City. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

SECTION 4. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Porterville, or any official, employee or agent thereof.

SECTION 5. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Porterville hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 7. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Porterville Municipal Code as amended by this ordinance are substantially the same as provisions in the Porterville Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 8. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

By:

Greg Meister, Mayor

ATTEST: _____
Jason Ridenour, City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING CHAPTER 15, ARTICLE VII OF THE PORTERVILLE MUNICIPAL CODE,
“CANNABIS DISPENSARIES,” MODIFYING HOURS OF OPERATION, PREMISES
SECURITY, RESTRICTING DELIVERIES, AND ADDITIONAL MINOR CLARIFICATIONS

WHEREAS, California legislation provides that the City of Porterville has the power to regulate commercial cannabis activities, including the regulations of cannabis dispensaries; and

WHEREAS, in 2021, the City Council of the City of Porterville adopted Ordinance No. 1853, allowing a limited number of Cannabis Dispensary Businesses and establishing permitting procedures and regulations; and

WHEREAS, the City Council desires to make amendments to the City’s local regulations related to hours of operation and security of the premises;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE HEREBY ORDAINS as follows:

SECTION 1. Chapter, 15, Article VII, Section 15-87 is amended as follows:

CHAPTER 15

ARTICLE VII – CANNABIS DISPENSARIES

15-87: Cannabis Dispensaries Requirements and Restrictions.

A. Maximum Number of Permits. The number of regulatory permits for dispensaries is limited to no more than two permits, plus an additional permit per every 25,000 residents. Said permits may be issued for medical (Type M) or adult (Type A) businesses as allowed by the State. However, the City Council may, but is not required to, reserve one of the allowed permits for exclusively a medical cannabis dispensary. No applications for regulatory permits shall be accepted or considered for approval by the City until authorized by the City Council, and shall only be accepted under the terms and conditions specially established by the City Council.

B. Regulatory Permit/Fees.

1. Regulatory Permit. No person or entity shall operate a Cannabis Dispensary within the City of Porterville without first obtaining a Cannabis Regulatory Permit from the City. The Regulatory Permit shall be site specific and shall specifically identify the commercial cannabis activity that will be allowed at that site. No commercial cannabis activity will be allowed unless specifically identified in the Regulatory Permit.

2. Request for Proposals Processes. The City may conduct initial request for proposals processes for regulatory permit applications (commercial or medical), once it determines when dispensary regulatory permits shall become available, and thereafter as such permits become available. Nothing in this Chapter or Code shall be construed to create an obligation for the City to conduct a request for proposals process for, or to create an obligation to grant a permit to, any cannabis dispensary. The City Council may authorize the initiation of the Request for Proposals Process at any time for any one or more of the available permits, up to the maximum number permitted by this Article.

3. Medical Cannabis Dispensaries.

- a. If, after one full year from the City's first issuance of a Request for Proposals solely for a Medical Cannabis Dispensary, no responses are received within the prescribed time period for such responses, the City Council may opt to allow the permit reserved for a medical dispensary to be utilized for an adult-use dispensary, as otherwise permitted by this Chapter.
- b. Any Medical Cannabis Dispensary established pursuant to this Chapter must be in operation for a full year before it will be eligible to apply for any transition to an adult-use dispensary (Type A), and any medical cannabis dispensary applying for a transition shall be subject to all the requirements of this Chapter, including applying for a new regulatory permit and entering into a new development agreement.

4. Permit Availability at the Discretion of the City Council. The City shall maintain complete discretion over whether any permit approvals are made, how many permit approvals are made, when permits shall be issued, where the uses may be located (subject to Chapter 21), the terms and conditions under which any or all of the permits are issued, and the manner of permit approvals.

5. Fees. All related fees and charges associated with conducting a request for proposals process, regulatory fee application process, and the granting, administering, and enforcing of the regulatory permits, and any other City costs related to the operations of a dispensary shall be established by Resolution(s) of the City Council, which may be amended from time to time.

- C. Development Agreement. No approval required by this Article shall be given for any permit for a dispensary unless the City Council prior to or concurrently with approves a Development Agreement, setting forth the terms and conditions under which the commercial cannabis activity will operate in addition to the requirements of this Article, all other local ordinances and regulations, state law and such other terms and conditions that will protect and promote the public health, safety and welfare. No use or operation under any permit for a dispensary shall be allowed to begin until the development agreement is effective.
- D. State Law and Other State Laws. The cannabis dispensary shall at all times be in compliance with State Law and the implementing regulations, as they may be amended from time to time, as well as all required State license(s) under State Law, and any other applicable State law. The Operator shall obtain required licenses under State Law prior to opening for business, or if the State is not ready to issue licenses under State Law prior to the time of opening, within twelve (12) months of the State being ready to issue the required license(s). Provided, however, that the Operator shall at all times be in compliance with all other requirements of State Law and implementing regulations, and any other applicable State law, regardless of the timing of the issuance of a license under State Law. The Operator shall meet or exceed the health and safety requirements of State Law in any operations relating to recreational cannabis.
- E. Register of Employees. The Operator shall maintain a current register of the names of persons required to have Employee Permits. The register shall be available to the Police Chief at all times immediately upon request. All agents, officers, or other persons acting for or employed by a licensee shall display a laminated identification badge issued by

the licensee. The identification badge shall, at a minimum, include the licensee's "doing business as" name and license number, the employee's first and last name, and a color photograph of the employee that shows the full front of the employee's face and that is at least 2 inches by 2 inches in size.

- F. Labeling. All cannabis products offered to customers at a retail location must provide testing and labeling at a minimum as required by State law and in compliance with any additional City regulations and as they may be amended.
- G. Signage. All signage shall be subject to approval by the City of Porterville and consistent with the City's Signage Ordinances, and any other policies or guidelines adopted by the City.
- H. Alcoholic Beverages. Alcohol for personal consumption shall not be provided, stored, kept, located, sold, dispensed, or used on the Premises.
- I. Transportation. Transportation shall only be conducted according to activity permitted by State law.
- J. Distribution. There shall be no distributions to the Premises of cannabis or cannabis containing products except from properly licensed and permitted cannabis businesses. City-licensed and permitted cannabis retailers shall not distribute cannabis as a licensed distributor within the City.
- K. Minors. It shall be unlawful for any Operator to employ any person who is not at least twenty-one (21) years of age, or any older age if set by the State.
- L. Hours of Operation. Cannabis Dispensaries shall be allowed to operate per the requirements of the underlying zone district and subject to the City's noise and nuisance ordinances but in no case shall exceed the minimum State standards. Additionally, the City Council may set allowed hours of operation by Resolution that are more restrictive, if it finds that the limitations are appropriate to protect the public health, safety, peace or welfare.
- M. Compliance with Building and Related Codes. The Premises in which the Cannabis Dispensary operations occur shall comply with all applicable local, State and federal laws, rules, and regulations including, but not limited to, building codes and the Americans with Disabilities Act, as certified by the Building Official of the City. The Operator shall obtain all required building permits and comply with all applicable City standards.
- N. Secure Building. All Cannabis Dispensary operations shall occur entirely inside of a building (excluding any expressly authorized drive-through facility) that shall be secure, locked, and fully enclosed, with a ceiling, roof or top. The building shall include a burglar alarm monitored by an alarm company or private security company. The building, including all walls, doors, and the roof, shall be of solid construction meeting the minimum building code requirements for commercial structures and include material strong enough to prevent entry except through an open door. Any authorized drive-through facilities shall be designed and operated with appropriate security features and measures as approved by the City.
- O. Premises Security. The following security conditions shall apply:
 - 1. Alarm System (both perimeter, fire and panic). A licensee shall maintain an alarm system as defined in Business and Professions Code section 7590.1(n). A licensee shall ensure a licensed alarm company operator or one or more of its registered alarm

agents installs, maintains, monitors, and responds to the alarm system.

2. Remote monitoring of alarm systems.
3. Exterior lighting systems for after-hours security.
4. Exterior and interior camera systems approved by the Police Chief. The camera systems shall meet the minimum requirements of State Law, include interior monitoring of all access points of the site from the interior, and be of a minimum 5 mega pixels in resolution. Cameras shall record continuously 24 hours per day and at a minimum of 20 frames per second. Areas monitored are defined by State law.
5. All security systems at the site are attached to an uninterruptable power supply that provide continuous power.
6. The Porterville Police Department or Department designee shall have access to all security systems.
7. Subject to the provisions below regarding the use and handling of Confidential Information, IP access for remote monitoring of security cameras by the Porterville Police Department or Department designee.
8. Subject to the provisions below regarding the use and handling of Confidential Information, any and all video or audio tape recordings made for security or other purposes shall be marked with the date and time made and shall be kept, in an unaltered state, for a period of thirty (30) days and must be made available to the Porterville Police Department or Department designee for duplication upon demand. In addition, upon request by the Porterville Police Department the Responsible Party shall duplicate the records for the Porterville Police Department or Department designee.
9. [Reserved.]
10. Accounting software systems need to be in place to provide audit trails of both product and cash, where applicable.
11. Electronic track and trace systems for cannabis products shall be utilized as approved by the City and as required by State law.
12. Premises may be inspected and records of the Business Owner audited by the City for compliance on a quarterly basis or at any reasonable time at the City's discretion.
13. State of the art network security protocols and equipment need to be in place to protect computer information.
14. The foregoing requirements shall be approved by the Police Chief prior to commencing operations. The Police Chief may supplement these security requirements once operations begin, subject to review by the City Council if requested by the Business Owner.
15. The City, Police Chief, Police Department employees, and any other law enforcement official acting under the direction of the Police Chief who access the Premises and video and/or audio feeds or recordings of the Premises ("Recipients") may receive or be provided with confidential information relating to the Cannabis dispensary, which may

include the following: data, records, plans, and matters relating to customers, vendors, tenants, agreements, and business records (collectively "Confidential Information"). To the extent Confidential Information is acquired without a warrant for access to the Premises and video and/or audio feeds or recordings as authorized under this section, the Recipients shall, to the maximum extent possible, keep such Confidential Information confidential and not disclose the Confidential Information to any third parties. Provided, however, that the Recipients may disclose Confidential Information to the State or Federal courts in California in connection with any criminal law enforcement action against the Business Owner or Operator, (including its employees, contractors and agents conducting business within the Premises) arising from or related to the Cannabis dispensary, but only to the extent it is necessary and relevant to such criminal prosecution, and the Recipients shall file any such documents under seal to the extent they contain any Confidential Information. Notwithstanding the foregoing, the City may disclose Confidential Information:

- a. As may be required by the California Public Records Act or pursuant to a civil subpoena, provided however, the City shall notify the Operator and provide the Operator with a reasonable opportunity to obtain a protective order before disclosing the Confidential Information
- b. In connection with any City enforcement proceeding relating to compliance with City's Municipal Code and this section, but only to the extent the Confidential Information is relevant to the proceeding.

P. Delivery.

1. Unless otherwise (and only to the extent) required to be permitted by State law, deliveries to customers from dispensaries located outside the City are prohibited.
- 2.. All deliveries of cannabis goods must be performed by a delivery employee of a licensed dispensary. Each delivery employee of a licensed dispensary shall be at least 21 years of age.
3. A licensed dispensary shall not use the services of an independent contractor or courier service to deliver cannabis goods.
4. All deliveries of cannabis goods shall be made in person. A delivery of cannabis goods shall not be made through the use of an unmanned vehicle.
5. A delivery employee begins the process of delivering when the delivery employee leaves the dispensary premises with the cannabis goods for delivery. The process of delivering ends when the delivery employee returns to the licensed dispensary premises after delivering the cannabis goods to the cannabis patients or primary caregivers.
6. A delivery employee of a licensed dispensary shall, during deliveries, carry a copy of the dispensary's current license, the employee's government-issued identification, and an employer provided badge containing a picture and the name of the delivery employee.
7. A licensed dispensary shall maintain an accurate list of the dispensary's delivery employees.

Q. Deliveries of Supplies and Transportation of Product. The following rules apply to the deliveries and transportation:

1. Deliveries to the Premises of supplies shall only occur as provided for in the diagram and floor plan on file with the City as part of the application process. Delivery vehicles

shall not have any markings indicating that deliveries are being made to a Cannabis Dispensary.

2. The transportation of cannabis samples and product to and from the Premises shall be in unmarked vehicles with no indication that the vehicles are transporting cannabis samples and products. The Responsible Party shall stagger transportation times, vary routes from the facility, and take other security measures as requested by the Police Chief.
- R. Premises Maintenance. The Business Owner, Operator, and all Responsible Parties shall continually maintain the Premises and its infrastructure so that it is visually attractive and not dangerous to the health, safety and general welfare of employees, patrons, surrounding properties, and the general public, and in accordance with the conditions and site plan approved with the Development Agreement. The Premises of the Cannabis Dispensary shall not be maintained in a manner that causes a public or private nuisance.
- S. In addition to any regulations, policies, or procedures authorized to be adopted by the City in accordance with this Article or this Code, the City Manager, or his or her designee, is authorized to establish any addition rules, regulations, policies and standards governing the: application review and approval process, the issuance, denial or renewal of cannabis dispensary regulatory permits, the ongoing operation of commercial cannabis dispensary businesses and the City's oversight of same; and/or concerning any other subject determined to be necessary to carry out the intent and purposes of this Article. Additional rules, regulations, policies and standards shall be published to the City's website and maintained and available to the public if the Office of the City Clerk.
- T. Indemnification and Limitations on City's Liability.
1. To the fullest extent permitted by local, state, and/or federal law, the City shall not assume any liability whatsoever with respect to having issued a regulatory permit or executed a development agreement pursuant to this Article, or otherwise approving the operation of any commercial cannabis business.
 2. As a condition to the approval of any regulatory permit and approval of a development agreement, the applicant shall be required to execute an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend at the applicant's sole cost and expense, and hold harmless the City, and its officers, officials, employees, representatives, and agents from any against all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to the City's drafting, adoption and passage of regulations, related resolutions, policies, rules and guidelines, allowing cannabis dispensaries or in the future making any regulatory amendments; the City's issuance of the regulatory permit; the City's approval and execution of a development agreement; the City's decision to approve the operation of the dispensary; the process used by the City in making the decision to issue, approve or deny a permit or a development agreement; and/or the alleged violation of any federal, state or local laws by the dispensary or any of its officers, employees or agents.
 3. The dispensary shall maintain insurance at coverage limits and with conditions thereon determined necessary and appropriate from time to time by the City.
 4. The dispensary shall reimburse the City for all costs and expenses, including but not limited to attorney fees and court costs, which the City may be required to pay as a result of any legal challenge related to the City's approval of the applicant's

regulatory permit, or related to the City's approval of the applicant's commercial cannabis activity, or the City's approval of a development agreement. The City may, at its sole discretion, participate at its own expense in the defense of such action, but such participation shall not relieve any of the obligations imposed hereunder.

5. The terms and provisions as enumerated in this section related to indemnification and limitation on the City's liability shall be an explicit term of a regulatory permit and a development agreement that an applicant and permittee shall agree to in order for same to be valid.

SECTION 2. Chapter, 15, Article VII, Section 15-89 is amended as follows:

15-89: Employee Permit Required.

- A. Every employee or independent contractor (to the extent the independent contractor is otherwise allowed by this Article) working at a Cannabis Operation or involved in transportation/delivery related services for a Cannabis Business shall obtain an Employee Permit. It shall be the duty of the Operator to ensure that Employee Permits are obtained from the Police Department prior to the employee or independent contractor commencing work. Persons who are listed as a Business Owner on a Regulatory Permit shall not be required to obtain an Employee Permit if such person also serves as an employee or contractor. All Responsible Parties, except the Business Owner, shall be required to obtain an Employee Permit.
- B. Each employee and independent contractor shall be required to provide the following information under penalty of perjury, so that the Police Department can perform a background check:
 - 1. Name, current resident address, and telephone number.
 - 2. Date of birth.
 - 3. Tax identification number.
 - 4. Height, weight, color of eyes, and hair.
 - 5. Photographs for identification purposes (photographs shall be taken by the Police Department).
 - 6. Be fingerprinted by the Police Department.
 - 7. Such other identification and information as deemed necessary by the Police Chief and pertinent to the Employee Permit.
 - 8. Authorization for the City, its agents and employees to seek verification of the information contained within the application.
 - 9. The name of the Business Owner holding the Regulatory Permit and the Operator for which such person is proposed to work.

SECTION 3. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment]. In addition to the foregoing general exemption, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. Furthermore, this ordinance is exempt pursuant to California Business and Professions Code Section 26055(h) on the basis that the adoption of this ordinance that require discretionary review under CEQA to approve licenses to engage in commercial cannabis activity in the City. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

SECTION 4. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Porterville, or any official, employee or agent thereof.

SECTION 5. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Porterville hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 7. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Porterville Municipal Code as amended by this ordinance are substantially the same as provisions in the Porterville Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 9. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
Greg Meister, Mayor

ATTEST: _____
Jason Ridenour, City Clerk



CITY COUNCIL AGENDA – MARCH 18, 2025

SUBJECT: Review of City Council Agenda Publication Timeline

SOURCE: City Manager's Office

COMMENT: At its meeting on February 18, 2025, the City Council approved Vice Mayor McKervery's request for an item to be added to the March 4, 2025, agenda to consider changing the date that City Council Agendas are posted for public review up to seven days prior to the City Council meeting. At the March 4, 2025, City Council meeting, the Council directed staff to bring an agenda item forth to the March 18, 2025, meeting that provides options for the timing of the publication of the City Council agenda. The requested options include publishing the City Council agenda ten days, seven days, and five days prior to the scheduled City Council meeting.

The City of Porterville complies with Government Code Section 54954.2(a)(1) which states, "At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session." The City of Porterville holds regularly scheduled City Council meetings on the first and third Tuesdays of each month in accordance with Ordinance 1792 and currently publishes an agenda five days prior to the City Council Meeting.

Prior to items being published, staff is required to research and draft each individual item and post the agenda item to the City Council agenda management system three business days prior to the publication date of the agenda. This provides time for preparation and review of the agenda items by multiple department directors and the City Manager. The attached calendar provides a visual representation of the timing of the three options over a three-month period.

The option of publishing the agenda 10 days prior to the scheduled City Council Meeting would equate to an internal deadline of 14 days prior to the Council Meeting (including non-business days) for staff to post an agenda item in the agenda management system for preparation and review of the agenda item. This option would result in staff inputting staff reports on the date of a City Council Meeting for the following meeting.

The option of publishing the agenda seven days prior to the scheduled City Council Meeting would equate to an internal deadline of 12 days prior to the City Council Meeting (including non-business days) for staff to post an agenda item in the agenda management system for preparation and review of the agenda item. This option would require staff to input staff reports on the Thursday following a City Council Meeting for the following meeting.

The option of publishing the agenda five days prior to the scheduled City Council Meeting (current process) equates to an internal deadline of eight days prior to the City Council Meeting for staff to post an agenda item in the agenda management system for preparation and review of the agenda item. This option requires staff to input staff reports on the Monday the week following a City Council Meeting for the following meeting.

Staff is able to accommodate any of the three options presented. The timing of the 10-day and seven-day options for standard or reoccurring items that require City Council consideration would be adjusted in the planning process to accommodate the timeline. The coordination and timing of agenda items regarding requests for qualifications or project bidding results may result in the consideration of the approval of contracts being delayed a meeting due to the reduced flexibility of timing. The timing of agenda items requesting the City Council's consideration of projects that require entitlements would be adjusted and planned to coincide with the option selected, potentially resulting in additional time between the project review and consideration. City Council initiated items requested in Other Matters would also experience a meeting delay to allow for adequate time to review and to prepare the requested agenda item. With the additional time between the publication of the City Council Agenda and the Council Meeting, the City Council would likely observe more amended agendas, particularly as it pertains to items scheduled for Closed Session.

RECOMMENDATION: That the City Council provide direction on the timing of the publication of the City Council agenda.

ATTACHMENTS: 1. Three Month City Council Agenda Publication Calendar with Options

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Interim City Manager

Final Approver: Jason Ridenour, Interim City Manager

March 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 City Council <u>10-day Deadline</u>	5 Agenda Review/Prep	6 Agenda Review/Prep	7 <u>10-day Agenda Posted</u> <u>7-day Deadline</u>	8
9	10 10-day Agenda Review/Prep <u>5-day Deadline</u>	11 10-day <u>7-day Agenda Posted</u> Agenda Review/Prep	12 10-day 7-day Agenda Review/Prep	13 10-day 7-day Agenda Review/Prep <u>5-day Agenda Posted</u>	14 10-day 7-day 5-day	15
16	17 10-day 7-day 5-day	18 City Council <u>10-day Deadline</u>	19 Agenda Review/Prep	20 Agenda Review/Prep	21 <u>10-day Agenda Posted</u> <u>7-day Deadline</u>	22
23	24 10-day Agenda Review/Prep <u>5-day Deadline</u>	25 10-day <u>7-day Agenda Posted</u> Agenda Review/Prep	26 10-day 7-day Agenda Review/Prep	27 10-day 7-day Agenda Review/Prep <u>5-day Agenda Posted</u>	28 10-day 7-day 5-day	29
30	31 10-day 7-day 5-day					

April 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 City Council <u>10-day Deadline</u>	2 Agenda Review/Prep	3 Agenda Review/Prep <u>7-day Deadline</u>	4 <u>10-day Agenda Posted</u> Agenda Review/Prep	5
6	7 <u>10-day</u> Agenda Review/Prep <u>5-day Deadline</u>	8 <u>10-day</u> <u>7-day Agenda Posted</u> Agenda Review/Prep	9 <u>10-day</u> Agenda Review/Prep	10 <u>10-day</u> Agenda Review/Prep <u>5-day Agenda Posted</u>	11 <u>10-day</u> Agenda Review/Prep Agenda Review/Prep	12
13	14 <u>10-day</u> <u>7-day</u> <u>5-day</u>	15 City Council	16	17	18	19
20	21	22 <u>10-day Deadline</u>	23 Agenda Review/Prep	24 Agenda Review/Prep <u>7-day Deadline</u>	25 <u>10-day Agenda Posted</u> Agenda Review/Prep	26
27	28 <u>10-day</u> Agenda Review/Prep <u>5-day Deadline</u>	29 <u>10-day</u> <u>7-day Agenda Posted</u> Agenda Review/Prep	30 <u>10-day</u> Agenda Review/Prep			

May 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 10-day 7-day 5-day Agenda Posted	2 10-day 7-day 5-day	3
4	5 10-day 7-day 5-day	6 City Council 10-day Deadline	7 Agenda Review/Prep	8 Agenda Review/Prep 7-day Deadline	9 10-day Agenda Posted Agenda Review/Prep	10
11	12 10-day Agenda Review/Prep 5-day Deadline	13 10-day 7-day Agenda Posted Agenda Review/Prep	14 10-day 7-day Agenda Review/Prep	15 10-day 7-day 5-day Agenda Posted	16 10-day 7-day 5-day	17
18	19 10-day 7-day 5-day	20 City Council 10-day Deadline	21 Agenda Review/Prep	22 Agenda Review/Prep 7-day Deadline	23 10-day Agenda Posted Agenda Review/Prep	24
25	26 10-day Agenda Review/Prep 5-day Deadline	27 10-day 7-day Agenda Posted Agenda Review/Prep	28 10-day 7-day Agenda Review/Prep	29 10-day 7-day 5-day Agenda Posted	30 10-day 7-day 5-day	31
	10-day 7-day 5-day					