



**AMENDED CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JULY 15, 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/81360830697?pwd=yptW7KzaEBSYiqFTxgcvBa2PxVOQV.1>

Or via Telephone: +1 669 900 6833 Webinar ID: 813 6083 0697 Passcode: 711734

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

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 253-018-001-000. Agency Negotiator: Richard Tree. Negotiating Parties: City of Porterville and Dr. Wilson Park. Under Negotiation: Terms and Price.
- 2**- Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Richard Tree and Yuliana Andrade. Employee Organizations: Porterville City Employee Association, Management Confidential Series, Porterville Safety Support Unit, Porterville Police Officer Association, Porterville City Firefighter Association, and Fire Officer Series.
- 3** - Government Code Section 54956.95 – Liability Claim: Claimant: Brandon Gonzalez. Agency claimed against: City of Porterville.
- 4** - Government Code Section 54956.95 – Liability Claim: Claimant: Essa Sue Gill. Agency claimed against: City of Porterville.

5 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One (1) case in which facts are not yet known to potential plaintiff.

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

Pledge of Allegiance Led by Council Member Beltran

Invocation

PRESENTATIONS

Employee of the Month - Clyde Loflin
Active Transportation Plan Update
Community Center and Park Project Update

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. Charter Review Committee - June 19, 2025 & July 3, 2025
- II. Staff Informational Reports
 - 1. Water Conservation Phase II Status Update - June 2025

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 4, 2025, and June 17, 2025**
Re: Considering approval of the City Council draft Minutes of March 4, 2025, and June 17, 2025.
- 2. **Authorization to Purchase Youth Soccer Uniforms**
Re: Consideration of purchasing the 2025 Youth Fall Soccer uniforms from SCORE Sports at the unit price of \$19.95 for players and \$9.95 for coaches for a total estimated cost of \$10,444.20.
- 3. **Authorization to Purchase Transit Bus Air Compressor**

Re: Consideration to authorize the purchase of a replacement air compressor for a Transit Bus from New Flyer (NFI Parts) at a cost not to exceed \$10,645

4. Authorization to Purchase Zero-Emission Landscaping Equipment

Re: Consideration to purchase zero-emission landscaping equipment using Zele vouchers for an amount not to exceed \$31,388.60, of which the City's share is approximately \$8,200.

5. Authorization to Purchase Repair Materials for Rowland Well No. 7

Re: Considering approval of the purchase of repair materials for Rowland Well 7, initiation of a Purchase Order and payment to Carver Pump in an amount not to exceed \$12,295.

6. Authorization to Purchase Loan Servicing Software to Manage Mortgage, Business, and Public Utility Connection Loans

Re: Consideration of the purchase of loan software from Balio Software US, Inc., dba City Data Services for a total of \$13,400 for year one (FY 2025-26) and \$15,410 for the second year and an increase of three percent (3%) annually for each subsequent renewal term, contingent upon the availability of grant funding for each year.

7. Authorization to Purchase Replacement Mobile Data Terminals (MDTs) and Vehicle Docks for Police Vehicles

Re: Consideration to authorize the purchase of nineteen (19) Dell Latitude 7230 Rugged Extreme tablets and nineteen (19) Havis Dell 7230 Rugged Tablet Vehicle Docks from Dell Technologies, for the amount of \$76,236.93.

8. Authorization to Negotiate the Purchase of Police Vehicles and Associated Equipment

Re: Authorize staff to negotiate the purchase of ten (10) police vehicles up to a total cost not to exceed \$841,000, to include upfitting of emergency equipment, modification, and tools, as well as purchase police radios for said vehicles. Due to the unique purchasing parameters requested, staff is further requesting a ten percent (10%) contingency for the total purchase.

9. Authorization to Rent Temporary Mobile Office During Transit Center Renovation Project

Re: Consideration to award the rental of a temporary mobile office to WillScot in an amount not to exceed \$9,000 to support operations during the Transit Center renovation project.

10. Authorization to Advertise for Bids - Fire Station 72 Addition and Remodel Project

Re: Considering approval of the Plans and Project Manual for the project which includes the remodel of the existing fire and the construction of an addition to the east side of the housing area as well as the engine bay of the station for the Fire Station 72 Addition and Remodel project located at 500 N. Newcomb.

11. Authorization to Distribute Request for Proposals - HVAC Maintenance

Re: Consideration to authorize staff to distribute a Request for Proposals for on-call HVAC maintenance service for City buildings.

12. Authorization to Award Project - Main Street Reconstruction Project, Phase 2B (Olive Ave to Garden Ave)

Re: Consideration to award the Main Street Reconstruction Project, Phase 2B (Olive Ave to Garden Ave), to MAC General, Inc in the amount of \$725,174.93, plus a ten percent (10%)

contingency and an additional ten percent (10%) for construction management, construction surveying, quality control, and inspection services.

13. Acceptance of Project - Thurman Avenue & Third Street Storm Drain Project

Re: Consideration of acceptance of the Thurman Avenue & Third Street Storm Drain Project located at Thurman Ave and Third Street, by 99 Pipeline, Inc., as complete at the total project construction cost of \$1,350,961.59.

14. Authorization to Execute Agreement for Permitting and Licensing Software

Re: Consideration to execute a purchase agreement with Vertosoft LLC for the acquisition of OpenGov Permitting and Licensing Software and associated professional services, in the amount of \$243,745.01.

15. Authorization to Initiate Naming Process for Fourth Street Park and Community Center

Re: Consideration to authorize staff to conduct a community survey to solicit potential name options for the Fourth Street Park and Community Center; and direct that all submissions be reviewed by the Parks and Leisure Services Commission prior to final selection by the City Council.

16. Authorization to Distribute a Request for Qualifications (RFQ) for On-Call Environmental Consulting Services

Re: Considering approval to distribute a Request for Qualifications (RFQ) for on-call environmental consulting services.

17. Engineer's Reports and Setting a Public Hearing for Establishing Landscape and Lighting Maintenance Districts and Tax Assessments for Parcels Within Brookside Phases I and II

Re: Consideration to approve a draft Resolution Ordering the Proceedings for Formation of Landscape and Lighting Maintenance District number 60 and ordering the preparation of the Engineer's Reports; approve a draft Resolution giving preliminary approval to the Engineer's Reports; and approve a draft Resolution declaring intent to form districts, levy and collect assessments, and setting a Public Hearing for August 5, 2025.

18. Police Firing Range Cooperative Agreement with Lindsay Police Department

Re: Consideration to approve the Cooperative Agreement for the period of July 1, 2025, to June 30, 2028, with the Lindsay Police Department allowing the agency usage of the Porterville Police Department Firearms Training Facility.

19. Sewer Utility Districts Annual Assessments Fiscal Year 2025-2026

Re: Consideration to adopt the draft Resolutions ordering the continued sewer district assessments for the 2025-2026 Tax Year.

20. Approval of Reduced Microtransit Fare for Porterville College Students

Re: Consider approval of a reduced fare of \$2.50 for transPORT microtransit trips that begin or end at Porterville College, effective August 1, 2025, to be funded through the City's FY 2024–2025 Low Carbon Transit Operations Program (LCTOP) allocation. The program will remain in effect until funds are expended.

- 21. Approval of a Memorandum of Understanding Between the City of Porterville and the Tulare County Regional Transit Agency (TCRTA) Regarding On-Demand (Microtransit) Service Operations Within the Porterville Urbanized Area**
Re: Consideration of a Memorandum of Understanding Between the City of Porterville and the Tulare County Regional Transit Agency Regarding On-Demand (Microtransit) Service Operations Within the Porterville Urbanized Area.
- 22. Approval of Resolution Authorizing the Filing of Regional Surface Transportation Program Exchange Fund Claim for the Fiscal Year 2024-2025**
Re: Consideration to authorize and direct the Public Works Director to sign and submit the Fiscal Year 2024-2025 Regional Surface Transportation Program (RSTP) Exchange funds claim to the Tulare County Association of Governments on behalf of the City in the amount of \$405,122.69.
- 23. Approval of Letter of Support for Continued Operation of the Balch Park Pack Station**
Re: Consider approval of a draft letter of support addressed to CAL FIRE for the continued operation of the Balch Park Pack Station and authorize the Mayor to sign the letter on behalf of the City Council.
- 24. Opposition to California Senate Bill 707 and Recommendation to End Virtual Public Comment**
Re: Consideration to oppose California Senate Bill 707 (Durazo), which imposes unfunded mandates and removes local control over public meeting procedures; authorize the Mayor to transmit an opposition letter to the City's State representatives; and direct staff to discontinue the City's virtual public comment option and return to in-person participation for City Council and other public meetings.
- 25. Authorization of Street Closures and Adjusted Meeting Time for the National Night Out Community Event**
Re: Consideration of authorizing the closure of Main Street from Thurman Avenue to Putnam Avenue and adjacent side streets to the alleys from 3:00 P.M. to 10:00 P.M. for the Porterville Police Department National Night Out community event, and rescheduling the regularly scheduled City Council meeting on August 5, 2025, to begin at 4:00 P.M. to allow participation in the event.
- 26. Consideration to Reschedule the Special City Council Meeting to Determine Council's Priority Projects for Fiscal Year 2025–2026**
Re: Consideration to reschedule the Special City Council Meeting to determine Council's Priority Projects for Fiscal Year 2025–2026 from July 22, 2025 to July 29, 2025, as requested by the Mayor.
- 27. Consideration of a Letter to President Trump and Local Representatives in Recognition of the City's 100th Anniversary as a Charter City and the 250th Anniversary of the Signing of the Declaration of Independence**
Re: Consideration of a letter to President Donald J. Trump and local representatives in recognition of the City's 100th Anniversary as a Charter City and the 250th Anniversary of

the signing of the Declaration of Independence, including a request for financial support for City-hosted activities culminating in a community celebration on July 4, 2026.

28. Consideration to Update the City's Sidewalk Vending Ordinance (Ord. No. 1852)

Re: Consideration to authorize staff to prepare an amendment to Ordinance No. 1852 to update the City's sidewalk vending regulations in compliance with Senate Bill 946; direct staff to prepare a resolution establishing a permit fee schedule, including an exemption for permitted businesses vending directly in front of their storefront; incorporate requirements for a City-issued identification badge, define priority and no-vending zones, and assign enforcement authority; and authorize the City Attorney to review and approve the proposed ordinance update prior to City Council consideration.

29. Amendment of the City Code - Changes to the Special Speed Zones (2020 Speed Survey Update)

Re: Receive public comment; and consider a draft ordinance amending Chapter 17, Article XV, Section 17-15, Prima Facie Speed Limits Determined on Certain Streets, in the City Code.

30. Consideration to Authorize the Purchase of Office and Conference Room Furniture for the City Manager's Office

Re: Consideration to authorize the purchase of office and conference room furniture for the City Manager's Office and Transportation Department; authorize staff to proceed with purchases in an amount not to exceed \$4,875.91 for the City Manager's Office and \$9,912.31 for the Transportation Department, plus applicable sales tax, to be paid directly by the City using identified department funds.

31. Adoption of Annual Appropriation Limit

Re: Consideration to approve the draft Resolution adopting the appropriation limit of \$104,412,538 for the 2025-2026 Fiscal Year.

32. Status and Review of Declaration of Local Flood Emergency

Re: Review of the Declaration of Local Emergency made on March 13, 2023, concerning the significant weather event and impacts relative to flood event.

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

PUBLIC HEARINGS

33. Conditional Use Permit (PRC 2025-002-C) to Allow for the Development of Hampton Inn Suites

Re: Consideration of a resolution approving the construction of a 53,461± square foot, four (4) story, 88-room hotel for Hampton Inn Suites on the north side of Montgomery Avenue, east of Jaye Street, within the CG (General and Service Commercial) zone district.

34. Landscape and Lighting Maintenance Districts Annual Assessments

Re: Consideration to conduct a Public Hearing on the 2025-2026 assessments for the Landscape and Lighting Maintenance Districts to take comments or receive protests on the proposed assessments; and adopt the draft Resolution ordering the continued

maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer's Report and Assessments for the 2025-2026 Fiscal Year.

35. Adoption of the 2025 Five-Year Consolidated Plan and 2025-2026 Action Plan for Investment of Community Development Block Grant (CDBG) Entitlement Funds

Re: A Public Hearing on the proposed 2025 Five-Year Consolidated Plan and 2025/26 Action Plan; and consider the adoption of a draft resolution approving the 2025 Five-Year Consolidated Plan and 2025/26 Action Plan.

36. Consideration of Text Amendment to Series 300 of the Porterville Development Ordinance

Re: A Public Hearing to receive comments regarding the text amendment of the Porterville Development Ordinance, Chapter 305 Signs, and consider whether to approve the Draft Ordinance amending Series 300, Section 305.10(g) and Section 305.10(f) of the Porterville Development Ordinance.

37. Consideration of an Ordinance Amending Article VII of Chapter 18 of the Porterville Municipal Code Regulation Unsafe and Unauthorized Camping and Storage of Personal Property

Re: A public hearing and consideration of an Ordinance of the City Council of the City of Porterville Amending Article VII of Chapter 18 of the City of Porterville Municipal Code, which regulates Unsafe and Unauthorized Camping and Storage of Personal Property.

SECOND READINGS

38. Second Reading - Ordinance No. 1912, Designating Fire Hazard Severity Zones

Re: Adoption of an ordinance designating fire hazard severity zones within the City of Porterville as recommended by the California Department of Forestry and Fire Protection.

SCHEDULED MATTERS

39. Bid Results - Phase 2 of Well No. 34 Project (Pumping Plant)

Re: Consideration to reject all bids and authorize staff to re-advertise for bids on the Phase 2 of Well No. 24 Project, located north of the Porter Slough to the west of the Windsor Court Subdivision; OR award the project to HSP Mechanical, Inc. in the amount of \$3,863,000, plus ten percent (10%) contingency to cover unforeseen costs, and an additional \$147,435.13 for the purchase and installing of a 70 foot-tall monopole.

40. Consideration of Attendance at the 2025 League of California Cities Annual Conference and Expo

Re: Consideration of City Council and staff attendance at the 2025 League of California Cities Annual Conference and Expo, scheduled for October 8–10, 2025, in Long Beach, including direction on which Council Members and staff, if any, should be authorized to attend.

41. Consideration of an Ordinance Amending Article 611 of Chapter 21 ("Development Code") of the Porterville Municipal Code and Adoption of Resolution Related to Environmental Review Procedures and Preparation of Documents by Consultants

Re: Consideration of a draft Ordinance amending Article 611 of Chapter 21 of the Municipal Code and a draft resolution approving a City environmental review policy.

42. Consideration of a Commemorative Grant Program in Recognition of the City's 100th Anniversary as a Charter City and the 250th Anniversary of the Signing of the Declaration of Independence

Re: Consideration of a Commemorative Grant Program in celebration of the City of Porterville's 100th Anniversary as a Charter City and the 250th Anniversary of the signing of the Declaration of Independence, including authorization to allocate \$50,000 from the City Council's FY 2025-2026 Special Purpose Fund to support the program, and direction to staff to develop program guidelines and application materials for eligible small businesses and non-profit organizations modeled after the Community Benefit Grant Programs.

AB 1234 REPORTS

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

1. Tulare County Task Force on Homelessness - June 18, 2025
2. Eastern Tule Groundwater Sustainability Agency - July 10, 2025
3. Tule River Improvement JPA - July 7, 2025
4. Heritage Committee - July 9, 2025
5. Mighty 190 Meeting - July 14, 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 August 5, 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 – JULY 15, 2025

SUBJECT: 1. Water Conservation Phase II Status Update - June 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 June 1, 2025, the City has transitioned from Phase IV to Phase II of its Water Conservation Plan. The plan applies to all municipal water users within or outside the city limits.

The Phase II plan increases outdoor watering to three days per week, with "odd" addresses allowed to water on Tuesday, Thursday and Saturday and "even" addresses allowed to water on Wednesday, Friday and Sunday. Outdoor watering is prohibited between the hours of 5 a.m. and 10 a.m. and 5 p.m. and 10 p.m. Watering outdoor landscaping is prohibited during and within forty-eight (48) hours of 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 June 2025 show that no notices of violations were issued for water waste, and no administrative citations were issued.

Water production for June 2025 shows a five percent (5%) increase from the five-year average. The monthly production for June was 416 million gallons, which is a thirteen percent (13%) decrease compared to June 2013, when it was 478 million gallons. Residential consumption for June 2025 was 160 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 June 2015 through June 2025. Porterville's cumulative total production conservation through June 2025 is twenty percent (20%). The cumulative total of GPCD for the City of Porterville's conservation efforts will be reflected from June 2015 through June 2025. Porterville's cumulative total GPCD conservation through June 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 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, there 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 June 2025
2. Monthly Production Status GPCD June 2025
3. Drought Response Phase II Flyer

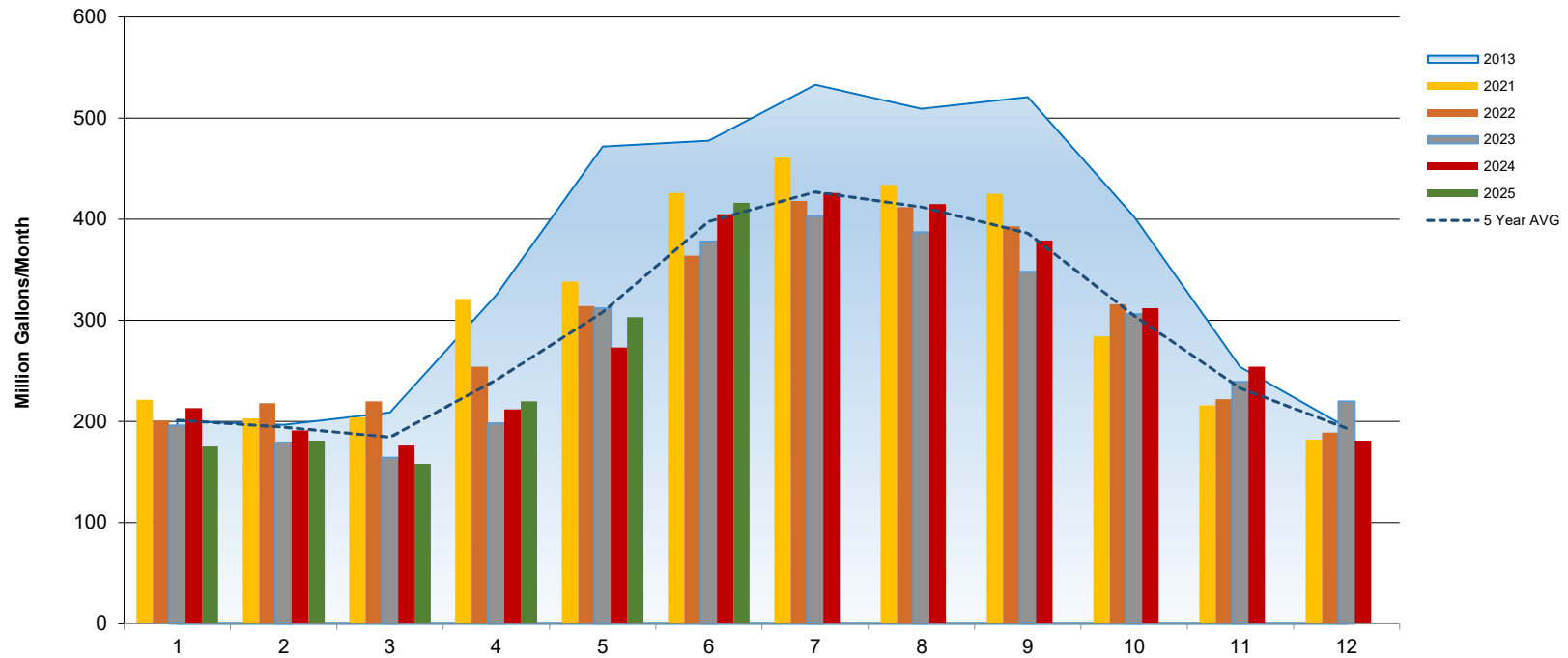
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Richard Tree, Interim City Manager

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

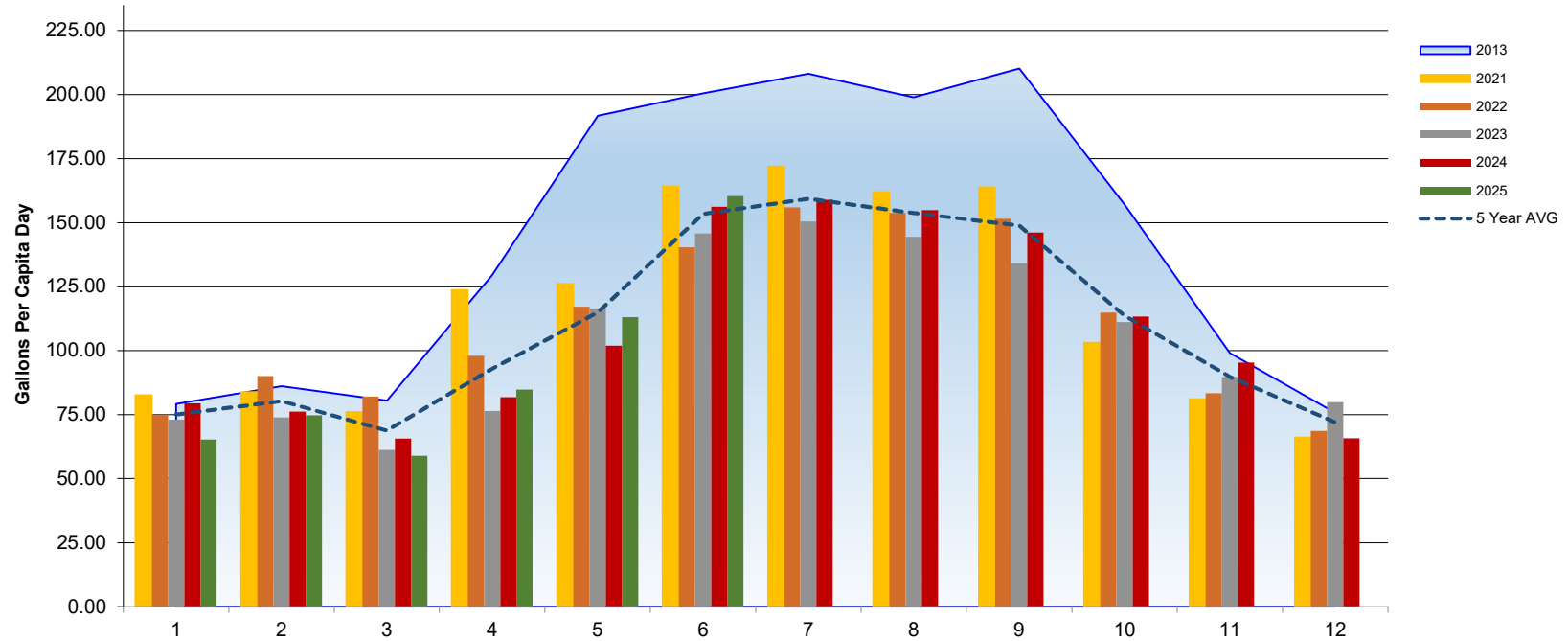


Production Cumulative Total 20%

	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%	-24%	-32%	-35%	-13%						

Percent Comparison to 2013 Production

Monthly Production Status & Cumulative Total June 2015 Through June 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%	-28%	-34%	-41%	-20%						

Percent Comparison to 2013 Production



Drought Response Phase II

At-a-Glance

- **Mandatory Odd/Even Watering Schedule**, based on address. Residents will be allowed three days a week to water lawns and landscapes. No watering allowed on Mondays.
- Watering is prohibited between the hours of **5:00 AM to 10:00 AM** and **5:00 PM to 10:00 PM**.
- 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 II water conservation regulations could result in citations up to **\$500**.

DROUGHT RESPONSE PHASE II

The City of Porterville has adopted a Phase II Drought Response Plan. As part of the Phase II plan, the City has restricted watering days to three days per week, based on address.

Mandatory Odd/Even Watering Schedule

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

Odd Address Even Address

ODD NUMBER ADDRESSES

If your address ends with an "odd" number, 1, 3, 5, 7, or 9, Your watering days are Tuesday, Thursday, and Saturday.

OR

EVEN NUMBER ADDRESSES

If your address ends with an "even" number, 0, 2, 4, 6, or 8, Your watering days are Wednesday, Friday, and Sunday.

Citation Level	Citation Amount
First Notice	Warning Only
First Citation	\$100 Fine
Second Citation	\$200 Fine
Third Citation	\$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

THERE IS NO WATERING ON MONDAYS.



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Approval of Draft Minutes of March 4, 2025, and June 17, 2025

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of March 4, 2025, and June 17, 2025.

RECOMMENDATION: That the Council approve the draft Minutes of March 4, 2025, and June 17, 2025.

ATTACHMENTS:

1. Draft Minutes of March 04, 2025
2. Draft Minutes of June 17, 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 4, 2025, 5:30 PM**

Call to Order at 5:30 p.m.

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

ORAL COMMUNICATIONS

None.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Jason Ridenour and Yuliana Andrade. Employee Organizations: Porterville City Employee Association, Management Confidential Series, Porterville Safety Support Unit, Porterville Police Officer Association, Porterville City Firefighter Association, and Fire Officer Series.

2 - Government Code Section 54956.95 – Liability Claim: Claimant: Isela Ochoa. Agency Claimed Against: City of Porterville.

3 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Victoria Grayson v. Porterville Municipal Golf Course, et al., Tulare County Superior Court Case No. PCU313670.

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

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

6 - Government Code Section 54957 – Consultation with Law Enforcement regarding a credible threat to the security of Public Buildings and Facilities.

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

6:31 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

City Attorney Lew reported action pertaining to A-2, as follows:

A-2. On a MOTION made by Mayor Meister, and SECONDED by Vice Mayor McKervery the City Council unanimously denied the claim filed by Isela Ochoa.

Documentation: M.O. 01-030425

Disposition: Claim denied.

The Pledge of Allegiance was led by Council Member Beltran.

Invocation – Several members of the public came forward and gave an invocation.

PRESENTATIONS

Employee of the Month - Darren Noe
Short-Range Transit Plan

ORAL COMMUNICATIONS

- Sherri Shields, Porterville, raised concerns about homelessness and city infrastructure.
- Caitlyn, Farmersville, opposed Item 24, citing safety, legal, and constitutional concerns.
- Evelinda Medina, Porterville, urged police action to improve senior safety near Santa Fe Apartments.
- Gilbert, Porterville, urged a traffic light at Putnam and Third due to unsafe driving.
- Jean Vafeades, Porterville, criticized city spending, priorities, and the Women's Safe Spaces ordinance.
- Ashley Olivas, representing Assemblywoman Macedo, offered support and encouragement to the council.
- Alex C., Porterville, opposed Item 24, citing threats to safety, dignity, and privacy.
- Jale Brown, Pixley-Porterville, accused the council of targeting marginalized groups and mismanaging leadership.
- Mora Hill, Porterville, criticized the ordinance, questioned council priorities, and doubted the Mayor's sincerity.
- Dr. Katherine Hall, Lindsay, opposed Item No. 24, emphasizing that trans people are victims, not threats.
- Cade, Woodlake, opposed Item No. 24, warning it endangers trans people and violates rights.
- Maria, Farmersville, opposed Item No. 24 and stated it is harmful to her transgender child and basic rights.
- Bethany, Porterville, opposed Item No. 24 and stated the ordinance is discriminatory and a waste of time and public funds.
- Reed Lowery, Porterville, opposed the ordinance related to Item No. 24 as a harmful and discriminatory misuse of women's rights.
- Randy Evans, Tulare County Democratic Central Committee, opposed the proclamation related to Item No. 17 as divisive and urged focus on real issues.

- Erica, representing Porterville trans youth, called the bathroom ban discriminatory and urged inclusion of trans youth.
- Matthew Acquino, Springville, opposed the ordinance related to Item No. 24 as unscientific and harmful to trans individuals.
- Michelle Acquino, opposed Item No. 24, citing fear-based decision-making and violence against trans people.
- Brandy, Tulare County, argued the ordinance related to Item No. 24 targets the wrong threat and harms trans youth.
- Alexis Espinoza, Porterville, opposed Item No. 24, supported library safety measures, and questioned school policy authority.
- Anna Marie Wagstaff, Porterville, criticized the scapegoating of trans people and misuse of the City motto.
- Chris Shaw, Porterville, opposed airport lease terms that threaten his business and criticized the rushed process.
- Corey Bly, Tulare County, stated the ordinance related to Item No. 24 is fear-based and urged education and inclusion.
- John Coffee, Porterville, stated the ordinance related to Item No. 24 as unnecessary and urged others to raise issues with the appropriate jurisdiction.
- Teresa Tidd, Tulare County, stated the ordinance related to Item No. 24 is unenforceable and called for inclusive, real issue-focused policies.
- Shauna Williams, Lindsay, opposed Item No. 24, expressing comfort with trans women and concern for their safety.
- Brock Neeley, Porterville, opposed the ordinance related to Item No. 24 as a civil rights violation and criticized religious messaging on public property.
- Roxanne, Porterville, called the ordinance related to Item No. 24 as ineffective and divisive, urging collaboration instead.
- Barry Caplan, Visalia, urged recorded votes on Item No. 17 and a delay on Items 24 and 25 due to legal cost concerns.
- Russel Bettencourt, Springville, opposed Item No. 24, citing violence risks and urging inclusive solutions.
- Benjamin, Ventura, criticized the council's actions as targeting LGBTQ+ people and called them performative.
- Martha A. Flores, Porterville, urged the council to focus on real public safety and infrastructure, not symbolic laws.
- Greg Shelton, Porterville, criticized hypocrisy in the ongoing debate related to Item No. 24 and thanked the council for enduring criticism.
- Josh Sulier, Porterville, accused the council of bigotry, ignorance, and wasting time on divisive issues.
- Paul Flores, Porterville, opposed the ordinance related to Item No. 24 as pointless and suggested council members personally confront its effects.
- Rose Mary, Porterville, called for mutual respect and equality for all, condemning hatred and division.
- Josh Flowers, Springville, supported the ordinance related to Item No. 24 for balancing freedom with safety and promoting local control.

- *Via Zoom* – Lawana Tate, Porterville, warned that the ordinance related to Item No. 24 could increase violence and legal risks.

REPORTS

I. Staff Informational Reports

1. Short Range Transit Plan Overview

CONSENT CALENDAR

Vice Mayor McKerverey requested that Item Nos. 2, 17, and 18 be pulled for additional discussion, while Council Member Beltran requested pulling Item No. 16 for similar purposes.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Council Member Beltran that the City Council approve Items Nos. 1, 3-15, and 19. The motion carried unanimously.

1. APPROVAL OF DRAFT MINUTES OF FEBRUARY 18, 2025

Recommendation: That the Council approve the draft Minutes of February 18, 2025

Documentation: M.O. 02-030425

Disposition: Approved.

3. AUTHORIZATION TO ADVERTISE FOR BIDS - HENRAHAN STREET RECONSTRUCTION PROJECT (MORTON AVENUE TO GRAND AVENUE)

Recommendation: That the City Council:

1. Authorize staff to advertise for bids on the project;
2. Authorize an appropriation of \$405,311 of Funding from Road Repair & Accountability Act Funds (SB1) funds to fully fund the project; and
3. Authorize the City Engineer to negotiate surveying services with one of the on-call engineering services firms as approved by Council MO #04-041922.

Documentation: M.O. 03-030425

Disposition: Approved.

4. AUTHORIZATION TO DISTRIBUTE A REQUEST FOR PROPOSALS FOR BUS STOP SHELTERS

Recommendation: That the City Council authorize the distribution of a Request for Proposals (RFP) for the procurement of bus stop shelters.

Documentation: M.O. 04-030425

Disposition: Approved.

5. ASSIGNMENT OF AIRPORT LEASE - LOT NO. 45

Recommendation: That the City Council:

1. Approve the Assignment of Lease for Lot No. 45 at the Porterville Municipal Airport from Aircraft 445, LLC to Briana M. Groves; and
2. Authorize the Mayor to sign the Lessor's Consent to Assignment of Lease Agreement on behalf of the City.

Documentation: M.O. 05-030425

Disposition: Approved.

6. ASSIGNMENT OF AIRPORT LEASE - LOT NO. 32B

Recommendation: That the City Council:

1. Approve the Assignment of Lease for Lot No. 32B at the Porterville Municipal Airport from Mason Daniel Racing to Frederick W. Dohnke; and
2. Authorize the Mayor to sign the Lessor's Consent to Assignment of Lease Agreement on behalf of the City.

Documentation: M.O. 06-030425

Disposition: Approved.

7. ASSIGNMENT OF AIRPORT LEASE - LOT NO. 46E

Recommendation: That the City Council:

1. Approve the Assignment of Lease for Lot No. 46E at the Porterville Municipal Airport from JLW Associates, Inc. to Jerry L. Clark and Rebecca Ann Clark Revocable Trust; and
2. Authorize the Mayor to sign the Lessor's Consent to Assignment of Lease Agreement on behalf of the City.

Documentation: M.O. 07-030425

Disposition: Approved.

8. ASSIGNMENT OF AIRPORT LEASE - LOT NO. 6 AND LOT NO. 7 AT THE PORTERVILLE MUNICIPAL AIRPORT

Recommendation: That the City Council:

1. Approve the Assignment of Lease for Lot No. 6 and Lot No. 7 at the Porterville Municipal Airport from TREDC Real Estate to Tule River Tribe of California; and
2. Authorize the Mayor to sign the Assignment, Assumption and Consent Agreement on behalf of the City.

Documentation: M.O. 08-030425

Disposition: Approved.

9. RENEWAL OF AIRPORT LEASE AGREEMENT - LOT NO. 9

Recommendation: That the City Council:

1. Approve the Lease Agreement between the City of Porterville and Arrow Falcon Exporters, Inc. for Lot No. 9 at the Porterville Municipal Airport for a term of ten (10) years; and
2. Authorize the Mayor to sign the Lease Agreement on behalf of the City.

Documentation: M.O. 09-030425

Disposition: Approved.

10. APPROVAL OF ARTS COMMISSION CHALK ART BOOTH AT 2025 SPRING FESTIVAL

Recommendation: That the City Council:

1. Authorize the Arts Commission to proceed with hosting the sixth annual Chalk Art booth at the 2025 Spring Festival; and
2. Approve the expenditure for a total cost not to exceed \$400 for the booth fee and the purchase of project supplies for the Chalk Art Event to be funded from the 2024/2025 Community Promotions operating budget.

Documentation: M.O. 10-030425

Disposition: Approved.

11. AUTHORIZATION TO APPROVE COMMUNITY CLEAN UP EVENTS

Recommendation: That City Council:

1. Declare April 26, 2025, "Spring Clean-Up Day" and October 18, 2025, "Fall Clean-Up Day;"

2. Encourage all residents to clean up their properties and take advantage of these special opportunities offered by the City;
3. Authorize the City to accept trash, litter, and yard clippings delivered by City residents receiving City residential refuse service to the Spring and Fall Clean-Up Events for free disposal; and
4. Authorize the cost of both events be funded from the Solid Waste Operating Budget.

Documentation: M.O. 11-030425

Disposition: Approved.

12. COUNCIL CONSIDERATION TO AMEND THE SELF-PERFORMED STREET MAINTENANCE PROGRAM FOR FISCAL YEAR 2024-2025

Recommendation: That the City Council:

1. Consider and authorize the Fiscal Year 2024-2025 Self-Performed Street Maintenance Program amendment;
2. Authorize the appropriation of \$500,000 of Measure I funding to fully fund the program amendment.

Documentation: M.O. 12-030425

Disposition: Approved.

13. ACQUISITION OF RIGHT OF WAY FOR OLIVE AVENUE AND PORTER ROAD/CLOVERLEAF STREET TRAFFIC SIGNAL PROJECT

Recommendation: That the City Council adopt the draft Resolutions approving the acquisition of the right of way and easements for the completion of the Olive Avenue and Porter Road/Cloverleaf Street Traffic Signal Project; and authorize the Mayor and City Manager to sign all documents necessary to complete the purchases.

Documentation: Resolution No. 19-2025, Resolution No. 20-2025, Resolution No. 21-2025

Disposition: Approved.

14. AUTHORIZATION FOR OUT OF STATE TRAVEL TO MOTOROLA SUMMIT PUBLIC SAFETY USERS' CONFERENCE IN GRAPEVINE, TEXAS

Recommendation: That the City Council approve out-of-state travel for the Police Department Crime Analyst to attend the Motorola Solutions Summit/Training in Grapevine, Texas.

Documentation: M.O. 13-030425

Disposition: Approved.

15. AMENDMENTS TO THE LIBRARY RULES OF CONDUCT

Recommendation: That the City Council approve the amendments to the Library Rules of Conduct which are contingent upon final review from the City Attorney.

Documentation: M.O. 14-030425

Disposition: Approved.

19. STATUS AND REVIEW OF DECLARATION OF LOCAL FLOOD EMERGENCY

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

Documentation: M.O. 15-030425

Disposition: Approved.

The Council took a fifteen-minute recess at 8:28 p.m.

PUBLIC HEARINGS

20. POLICE USE OF MILITARY EQUIPMENT ANNUAL REVIEW (AB 481)

Recommendation: That the City Council, per the requirements of Assembly Bill 481:

1. Allow public comment and questions concerning the annual report and the funding, acquisition, and use of the equipment;
2. Review and renew PPD Policy 704 – Military Equipment (Attachment 1);
3. Review the AB 481 Military Equipment Annual Report 2024 (Attachment 2); and
4. By opting not to modify or rescind, affirm Ordinance No. 1892.

Interim City Manager Ridenour introduced the item and Assistant Chief of Police Dominic Barteau presented the staff report.

Mayor Meister opened the Public Hearing at 8:51 p.m.

- Barry Caplan, Visalia, stated that it sounds like staff is trying to build a military.

Mayor Meister closed the Public Hearing at Closed at: 8:53 p.m. when no one else came forward to speak.

COUNCIL ACTION: MOVED by Council Member Beltran, SECONDED by Mayor Meister that the City Council renew PPD Policy 704, reviewed the AB 481 Military Equipment Annual Report 2024, and reaffirmed Ordinance No. 1892. The motion carried unanimously.

Documentation: M.O. 16-030425

Disposition: Approved.

SCHEDULED MATTERS

21. UPDATED CONCEPTS FOR TRANSIT BRAND REFRESH

Recommendation: That the City Council:

1. Select one of the conceptual designs; and
2. Adjust specific design elements and direct staff to incorporate requested modifications prior to finalization; and
3. Direct staff to proceed with implementation and obtain quotes from available firms qualified to perform the project through a competitive procurement process.

Interim City Manager Ridenour introduced the item and Transportation Director Rich Tree presented the staff report.

COUNCIL ACTION: MOVED by Vice Mayor Ed McKervery, SECONDED by Mayor Greg Meister that the City Council approve Concept #1 with the addition of the All-America City design elements and the bus stop feature from Concept #3. The motion carried unanimously.

Documentation: M.O. 17-030425

Disposition: Approved.

22. COUNCIL CONSIDERATION AND EVALUATION OF CHARITABLE CAR WASHES

Recommendation: That the City Council provide direction regarding the permitting process and requirements for charitable car washes as outlined in Ordinance No. 1669 and Resolution No. 127-2005.

Interim City Manager Ridenour introduced the item and Assistant City Manager Michael Knight presented the staff report.

The council discussed whether to repeal Ordinance No. 1669, which regulates car washes, but ultimately decided not to enforce the ordinance for two years to assess its long-term effects.

COUNCIL ACTION: MOVED by Vice Mayor Ed McKervery, SECONDED by Mayor Greg Meister that the City Council suspend enforcement of the ordinance regulating car washes for two years. The motion carried unanimously.

Documentation: M.O. 18-030425

Disposition: Approved.

23. CONSIDERATION OF THE ESTABLISHMENT OF PORTERVILLE MUNICIPAL AIRPORT STANDING COMMITTEE

Recommendation: That the City Council consider adoption of the draft resolution for the establishment of a Porterville Municipal Airport Standing Committee.

Interim City Manager Ridenour introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Mayor Greg Meister, SECONDED by Council Member AJ Rivas that the City Council adopt the draft resolution establishing the Porterville Municipal Airport Standing Committee. The motion carried unanimously.

Documentation: Resolution No. 22-2025

Disposition: Approved.

24. CONSIDERATION OF PROPOSED ESTABLISHMENT OF ORDINANCE TO PROTECT WOMEN'S SAFE SPACES

Recommendation: That the City Council provide direction on the proposed establishment of an Ordinance to Protect Women's Safe Spaces.

Interim City Manager Ridenour introduced the item and presented the staff report.

Mayor Meister acknowledged the flaws in the ordinance and stated it would be refined. He emphasized that only those directly harmed have standing and proposed adding definitions based on biological sex to the ordinance. He suggested removing monetary penalties since the City would not be able to enforce them, and instead supports lawsuits by affected individuals.

Vice Mayor McKervery criticized state laws for overstepping in redefining civil rights, arguing that gender identity should not be equated with race or biological sex. He recommended pausing the ordinance until a Supreme Court ruling is made. He also addressed recent inflammatory remarks during discussions.

Council Member Beltran supported the ordinance's discussion but expressed concerns about unreported incidents in schools and public spaces, stressing safety. He recommended tabling the ordinance until court cases provide clarity.

Council Member Rivas highlighted the need for safety for both men and women and opposed laws allowing biological males in female spaces, citing internal violence among transgender individuals.

Mayor Meister reiterated that the ordinance aims to create safe spaces for all while protecting women's rights. He insisted on refining definitions and expanding protections rather than tabling the ordinance, and proposed a legal fund for those harmed by state laws.

Vice Mayor McKervey endorsed free speech but condemned the hateful behavior from some audience members, advocating for respectful dialogue.

Council Member Beltran opposed using tax funds for legal action due to the tight budget and warned against reallocating resources until clear guidance from courts is provided. Council Member Rivas agreed, stating that more discussions are necessary.

The council's consensus was to refine the ordinance based on the direction given by the Council Members.

Documentation: None.

Disposition: Direction given.

25. CONSIDERATION OF LETTER OF SUPPORT AND DECLARATION FOR THE ESTABLISHMENT OF A LEAGUE OF CHARTER CITIES

Recommendation: That the City Council consider the letter of support for the establishment of a League of California Charter Cities to the Huntington Beach City Council and Declaration for the Establishment of the League of Charter Cities.

Interim City Manager Ridenour introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Vice Mayor McKervey that the City Council approve a Letter of Support for the establishment of a League of California Charter Cities to the Huntington Beach City Council and Declaration for the establishments of the League of Charter Cities.

AYES: Rivas, Green, McKervey, Meister

NOES: Beltran

ABSTAIN: None

ABSENT: None

Documentation: M.O. 19-030425

Disposition: Approved.

26. REVIEW OF CITY COUNCIL AGENDA PUBLICATION TIMELINE

Recommendation: That the City Council provide direction on the timing of the publication of the City Council agenda.

Interim City Manager Ridenour introduced the item and presented the staff report.

Council directed staff to create options for the council to consider, and show what a 7- and 10-day publication timeline would look like, and its impacts.

Documentation: None.

Disposition: Direction given.

2. AUTHORIZATION TO REPAIR CITY WELL NO. AP-2

Recommendation: That City Council:

1. Direct the Finance Director to initiate a purchase order for Carver Pump Service for an amount not exceeding \$14,800 (including all parts, taxes, labor, and a 10% contingency) for the repair of City Well No.AP-2; and
2. Direct the Finance Director to make the payment to Carver Pump Service upon receipt of the invoice approved by the Public Works Director.

Interim City Manager Ridenour introduced the item and presented the staff report.

Vice Mayor McKervey noted that there were four bids submitted and questioned why staff recommended awarding the contract to Carver Pump Services, the lowest bidder, when W.P.I. Water Source, a more local company, submitted a bid only \$300 higher. He expressed a preference for supporting local businesses to help retain economic activity within the community. He initially moved to consider awarding the contract to the local bidder, contingent upon their ability to provide the necessary materials and respond promptly.

Staff explained that all quotes were obtained based on the vendors' ability to respond quickly and provide the most competitive pricing, which ultimately guided the staff's recommendation.

Engineering and Project Management Director Javier Sanchez added that the Public Contract Code generally requires a formal bidding process for contracts exceeding \$5,000, which limits the City's discretion in selecting a higher bid, even if it is from a local vendor.

Mayor Meister and Vice Mayor McKervery acknowledged the importance of supporting local businesses but recognized that the current City Charter language may not provide the flexibility to do so under existing procurement requirements. They suggested that this issue could be addressed through potential amendments during upcoming Charter Review Committee meetings.

The consensus of the Council was to proceed with staff's recommendation to award the contract to Carver Pump Services.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Vice Mayor McKervery that the City Council approve initiating a purchase order for Carver Pump Service for an amount not exceeding \$14,800 for the repair of City Well No. AP-2. The motion carried unanimously.

Documentation: M.O. 20-030425

Disposition: Approved.

16. APPROVAL OF REORGANIZATION WITHIN THE PARKS AND LEISURE DEPARTMENT - PARKS DIVISION

Recommendation: That the City Council:

1. Approve the reorganization within the Parks and Leisure Department - Parks Division;
2. Approve the new job descriptions for full-time Abatement Workers and part-time Abatement Workers;
3. Authorize Human Resources and Finance Department staff to amend such documents as may be necessary to effectuate such proposed changes.

Interim City Manager Ridenour introduced the item and presented the staff report.

Councilman Beltran expressed concern about the proposed 5% pay increase for weed abatement staff. He questioned the necessity of the raise, noting that recent encampment cleanup activity—26 to 27 per month—had remained consistent even before formal enforcement efforts, suggesting the reorganization may not increase workload. He argued the department is already adequately staffed and not struggling with recruitment, so higher pay wasn't needed to attract or retain workers. Beltran's main concern was the potential "domino effect" the raise could trigger, with other departments—like fire and police—seeking similar adjustments, possibly costing the city \$300,000 to \$400,000 annually. He emphasized that compensation decisions should be left to the City Manager and Finance Department, especially given current budgetary concerns.

Vice Mayor McKervery clarified that the intent was not just a raise, but rather to unify the team by making classifications the same and aligning responsibility with pay.

Staff further explained that weed abatement employees had already been assisting with encampment abatement work without receiving the higher associated pay. Therefore, the proposed change was viewed as correcting a pay imbalance and improving team effectiveness. The Human Resources Office confirmed that it had conferred with bargaining unit representatives, who “gladly accepted” the increase. It was also acknowledged that such pay adjustments are often discussed among employees and could influence future negotiations in other departments.

Despite Councilman Beltran's financial concerns and his preference for handling raises through broader negotiations, the council proceeded with the staff recommendation

COUNCIL ACTION: MOVED by Vice Mayor McKervey, SECONDED by Mayor Meister that the City Council approve the reorganization within the Parks and Leisure Department, approve the new job descriptions for full-time Abatement Workers and part-time Abatement Workers, and authorize Human Resources and the Finance Department staff to amend such documents as may be necessary to effectuate such proposed changes.

AYES: Rivas, Green, McKervey, Meister

NOES: Beltran

ABSTAIN: None

ABSENT: None

Documentation: M.O. 21-030425

Disposition: Approved.

17. REQUEST FOR PROCLAMATION - WOMEN'S RIGHTS

Recommendation: That the City Council consider approval of the request to proclaim "Women's Rights" in the City of Porterville.

Interim City Manager Ridenour introduced the item and presented the staff report.

Vice Mayor McKervey expressed his support for the proclamation and his willingness to sign it, but requested specific wording changes. He recommended the removal of the word “shall” from the following phrases:

“Women and girls shall have the right” under the section on the right to safety and privacy.

“Women and girls shall have the right” under the section on the right to fair and equal athletic opportunities.

“Women shall have the right” in the section on motherhood and family protections.

“Women shall” in the section addressing economic freedom and opportunity.

The City Attorney identified a grammatical error at the end of the proclamation. They recommended correcting the sentence to read: “...reaffirm our commitment to protecting the rights of women today, tomorrow, and for the future.”

COUNCIL ACTION: MOVED by Vice Mayor McKervery, SECONDED by Mayor Meister that the City Council approve the request to proclaim “Women’s Rights” in the City of Porterville, with the noted amendments to the proclamation. The motion carried unanimously.

Documentation: M.O. 22-030425

Disposition: Approved.

18. REQUEST FOR PROCLAMATION - CALIFORNIA ARBOR WEEK - MARCH 7TH - MARCH 14TH, 2025

Recommendation: That the City Council consider approval of the request to proclaim March 7th - 14th, 2025, as "California Arbor Week" in the City of Porterville.

Interim City Manager Ridenour introduced the item and presented the staff report.

Vice Mayor McKervery acknowledged the irony of proclaiming Arbor Week shortly after the Council's recent decision to remove trees from Main Street. Despite this, he reaffirmed the City's commitment to trees, expressing his personal appreciation for them. He gave special recognition to Kathy from the Tule River Parkway Association for her dedication to local greenery, noting that it “broke my heart last summer” when the city shut off the water supply, resulting in the loss of many plants she had nurtured. He emphasized the Council’s full support, praise, and encouragement for her efforts and those of all community volunteers. McKervery concluded by expressing confidence that the downtown area would “look great” once new trees are planted.

COUNCIL ACTION: MOVED by Vice Mayor McKervery, SECONDED by Mayor Meister that the City Council approve the request to proclaim March 7th through March 14th, 2025, as “California Arbor Week” in the City of Porterville. The motion carried unanimously.

Documentation: M.O. 23-030425

Disposition: Approved.

AB 1234 REPORTS

1. Tulare County Task Force on Homelessness - February 19, 2025

Community Development Director Claudia Calderon provided updates on several topics, including the Taskforce's decision to discontinue Facebook livestreaming, a presentation on CARE Court by Kings View, and an update on the recent Point-in-Time count. She also reported that the County's Resource Management Agency had presented its recently adopted Housing Element.

2. Porterville Area Development Authority (Pada) - February 21, 2025 (Cancelled)

3. Tulare County Association of Governments (TCAG) - February 24, 2025

Mayor Meister provided a report highlighting an informational discussion on transportation initiatives, updates on the progress of federally funded projects, and the appointment of Mr. Rich Tree, the Director of Transportation, to the Transit Plan Regional Transit Plan Roundtable.

4. Tulare County Economic Development Corp. (TCEDC) - February 26, 2025

Mayor Meister reported on a presentation by Kevin McCluster from CalWater, highlighted the state's per-person water usage targets, and noted that Porterville is outperforming Visalia in water conservation. He also emphasized the advantage of Porterville's local control over its water enterprise, compared to Visalia's reliance on a utility regulated by the California Public Utilities Commission (CPUC).

5. Cannabis Committee - February 28, 2025

Both Vice Mayor McKervery and Council Member Beltran reported on the meeting, agreeing that progress was made with a recommendation to expand zoning to include General Commercial areas, allowing businesses to relocate out of the Downtown District. However, they differed on the proximity of the adult school, deciding to bring that issue back to the council for further discussion. Vice Mayor McKervery also noted that he appreciated having Dr. Rohrbach present, stating that the discussion addressed a broader and serious issue.

ORAL COMMUNICATIONS

- Alexis Espinoza, Porterville, thanked the council for their composure, criticized the proposed ordinance as inconsistent and overreaching, raised concerns about its impact and cost, and expressed support for inclusivity and local projects.
- Korey Wells, Springville, praised the City Clerk's Office, supported law enforcement due to cartel threats, raised concerns about undocumented farmworkers' safety, criticized uninformed public comments, advocated for restroom protections for girls, and rejected the validity of transgender female identity.
- Barry Caplan, Visalia, criticized the council for dismissing civil rights protections, wasting money on a likely losing lawsuit, neglecting community needs, and urged them to better understand and engage with the community.
- Matt Kidder, Porterville, supported City-PID collaboration in the GSA and proposed an ad hoc committee of residents and farmers with a chairperson to break ties and prevent gridlock.

OTHER MATTERS

- Council Member Green raised concerns about the joint venture with PID due to a pending lawsuit involving the Eastern Tule GSA, requested legal input from the city attorney, and asked that the matter be added to the next agenda or discussed in closed session to ensure an informed council vote and asked about the use of school grounds for youth.
- Council Member Beltran discussed limited public access to school playgrounds due to policy changes, clarified the Armory's role as an emergency-only shelter, defended police conduct toward the homeless, acknowledged traffic concerns near the Santa Fe Senior Center, emphasized the need for realistic enforcement solutions, supported using the Charter Review to address state overreach and local control, and concluded with biblical references.
- Vice Mayor McKervery criticized activist rhetoric as ideological and divisive, defended traditional protections for women, called for civil discourse amid a mental health crisis, proposed a new ordinance to safeguard parental rights, and closed with a quote from Federalist 51 emphasizing principled governance.

COUNCIL ACTION: MOVED by Vice Mayor McKervery, SECONDED by Mayor Meister that the City Council approve Vice Mayor McKervery's request to bring an item at a future meeting, as a Scheduled Matter, to consider and discuss an ordinance safeguarding parental rights. The motion carried unanimously.

Documentation: M.O. 24-030425

Disposition: Approved.

- Mayor Meister expressed strong support for multiple agenda items, including bus stop shelters, street maintenance, library conduct rules, weed abatement, and the transit brand refresh promoting "All-American City" values; he thanked staff and council for supporting women's safe spaces and the League of Charter Cities, raised concerns about the Healthy Kids Survey and state overreach, and proposed a letter opposing AB 1333 for undermining self-defense rights.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Council Member Beltran that the City Council approve Mayor Meister's request to bring an item to a future meeting, as a Scheduled Matter, to consider and discuss a Letter of Support in opposition to AB 1333. The motion carried unanimously.

Documentation: M.O. 25-030425

Disposition: Approved.

- Council Member Rivas initially said he had nothing to add, acknowledged the right to free speech, quoted Isaiah 54:17 to express resilience in the face of criticism, and seconded Mayor Meister's motion to oppose AB 1333.

CLOSED SESSION

Council reconvened into Closed Session at 11:27 p.m. and noted that no reportable action had taken place during Closed Session.

ADJOURNMENT

The Council adjourned at 11:40 p.m. to the meeting of March 18, 2025, at 5:30 p.m.

Fernando Gabriel-Moraga,
Chief Deputy City Clerk

SEAL

Greg Meister, Mayor

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JUNE 17, 2025, 5:30 PM**

Call to Order at 5:30 p.m.

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

ORAL COMMUNICATIONS

None.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 253-018-001. Agency Negotiator: Richard Tree. Negotiating Parties: City of Porterville and Park Wilson H / Park Hyesun. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 253-203-003. Agency Negotiator: Richard Tree. Negotiating Parties: City of Porterville and the County of Tulare. Under Negotiation: Terms and Price.

3 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Richard Tree and Yuliana Andrade. Employee Organizations: Porterville City Employee Association, Management Confidential Series, Porterville Safety Support Unit, Porterville Police Officer Association, Porterville City Firefighter Association, and Fire Officer Series.

4 - Government Code Section 54956.95 – Liability Claim: Claimant: Ruth Gale Paredes. Agency claimed against: City of Porterville.

5 - Government Code Section 54956.95 – Liability Claim: Claimant: Myers Funeral Service - Jason Wise. Agency claimed against: City of Porterville.

6 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: D. Covian through his Guardian Ad Litem, C. Andrade V. City of Porterville, Tulare County Superior Court Case No. PCU321021.

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

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

City Attorney Lew reported action pertaining to A-4, and A-5, as follows:

- A-4. On a MOTION made by Mayor Meister, and SECONDED by Council Member Green the City Council unanimously rejected the claim filed by Ruth Gale Paredes.

Documentation: M.O. 01-061725

Disposition: Claim rejected.

- A-5. On a MOTION made by Mayor Meister, and SECONDED by Council Member Rivas the City Council unanimously accepted the claim filed by Myers Funeral Service - Jason Wise.

Documentation: M.O. 02-061725

Disposition: Claim accepted.

The Pledge of Allegiance was led by Council Member Green.

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

PRESENTATIONS

Recognition of Former Mayor Kelly West
Employee Recognition

ORAL COMMUNICATIONS

- Darren Garrett, Porterville, praised city efforts but criticized delays and red tape in the business license process that hurt a young entrepreneur.
- Rick Sullins, Porterville, praised downtown improvements but expressed frustration with business license hurdles that discourage investment.
- Luis Gonzalez, Porterville, praised the meeting's professionalism and raised concerns about road safety near Kanai and Morton.
- Anthony Holt, Porterville, asked the council to sponsor youth football registration and helmet reconditioning costs.
- Ben Miller, Porterville, questioned the \$111,000 bus wrap funding and whether it diverted money from key services.
- John Coffee, Porterville, criticized bus wrap spending and legal fee waivers, and honored the Army's 250th anniversary.
- Ken Whitman, Porterville, called for fair, consistent sign rules and expressed pride in the community.
- Greg Woodard, Porterville, supported reforming environmental reviews to speed development and boost the economy.
- Brock Neeley, Porterville, accused two council members of ethics violations, defended LGBTQ+ rights, opposed "straight pride," and condemned military action against civilians.

REPORTS

- I. City Commission and Committee Meetings
 - 1. Transactions and Use Tax Oversight Committee (TUTOC) - May 27, 2025
- II. Staff Informational Reports
 - 1. Water Conservation Phase IV Status Update - May 2025
 - 2. Freedom Express Shuttle Service Update for Freedom Fest 2025
 - 3. Strawn v. City of Porterville - Report by City Attorney Regarding Council Action to Consider Judgment Satisfied

CONSENT CALENDAR

There were no items pulled from the Consent Calendar for discussion. Vice Mayor McKervery noted a conflict pertaining to Item No. 8.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Council Member Green that the City Council approve Items Nos. 1-14. The motion carried unanimously.

- 1. APPROVAL OF DRAFT MINUTES OF JUNE 3, 2025

Recommendation: That the Council approve the draft Minutes of June 3, 2025.

Documentation: M.O. 03-061725

Disposition: Approved.

- 2. AUTHORIZATION TO PURCHASE WATER AND STREETS DIVISION FLEET VEHICLES

Recommendation: That the City Council:

- 1. Authorize the purchase by negotiation of one Fire Hydrant Testing Service Truck in the amount of \$122,190 to be funded from the Water Enterprise Fund;
- 2. Authorize the purchase by negotiation of one Flatbed Service Truck for the Streets Division in the amount of \$112,000 to be funded from Measure I – Streets; and
- 3. Authorize both purchases to be made pursuant to California State Contract No. 1-22-23-20F for fleet vehicles, and authorize payment upon satisfactory delivery and fabrication of the equipment.

Documentation: M.O. 04-061725

Disposition: Approved.

- 3. AUTHORIZATION OF EMERGENCY EXPENDITURE PROCESS FOR REPLACEMENT OF AIR CONDITIONER AND BOILER AT THE POLICE

DEPARTMENT

Recommendation: That the City Council:

1. Ratify the determination that utilizing the emergency process for the air conditioning and heating system replacement at the Police Department meets the emergency criteria as promulgated in Article VII, Section 2-38 of the City Code;
2. Approve the draft resolution authorizing the appropriation of funds from the General Fund Reserve Deferred Maintenance fund;
3. Direct the Finance Director to initiate a Purchase Order to BMI Mechanical in an amount not to exceed \$357,083 (inclusive of a 10% contingency); and
4. Direct the Finance Director to make payment to BMI Mechanical upon receipt of invoices approved by the Engineering & Project Management Director.

Documentation: Resolution No. 53-2025

Disposition: Approved.

4. REIMBURSEMENT FOR TRANSPORTATION IMPROVEMENTS (STORE-IT AT GIBBONS AVENUE AND JAYE STREET)

Recommendation: That the City Council:

1. Accept the transportation improvements related to the Storeit LLC project; and
2. Approve reimbursement to Dayco Construction, Inc in a total amount not to exceed \$79,596 (inclusive of a 10% contingency).

Documentation: M.O. 05-061725

Disposition: Approved.

5. AUTHORIZATION TO RENEW THE AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND THE TULARE COUNTY SHERIFF'S OFFICE WORK ALTERNATIVE PROGRAM

Recommendation: That the City Council authorize renewal of the Agreement between the City of Porterville and Tulare County for the Sheriff's Office Work Alternative Program contingent upon review by the City Attorney.

Documentation: M.O. 06-061725

Disposition: Approved.

6. APPROVAL OF GROUND LEASE AGREEMENTS WITH PORTERVILLE UNIFIED

SCHOOL DISTRICT FOR LOT 9 AND LOT 10 AT PORTERVILLE MUNICIPAL AIRPORT

Recommendation: That the City Council:

1. Approve the Ground Lease Agreement with Porterville Unified School District for Lot 9 at the Porterville Municipal Airport, contingent upon the close of escrow on the purchase of the existing hangar located on said lot;
2. Approve the Ground Lease Agreement with Porterville Unified School District for Lot 10 at the Porterville Municipal Airport, contingent upon the close of escrow on the purchase of the existing hangar located on said lot; and
3. Authorize the Mayor to execute the agreements, with any final non-substantive changes approved by the City Attorney.

Documentation: M.O. 07-061725

Disposition: Approved.

7. AUTHORIZATION TO TEMPORARILY EXTEND PARTICIPATION IN COOPERATIVE PURCHASING PROGRAMS ON EXISTING ASPHALT CONTRACTS

Recommendation: That the City Council authorize a temporary extension of the Fiscal Year 2024–2025 contracts for purchasing asphalt mix and materials utilizing the contracts between the County of Tulare and Jaxon Enterprises pending a finalized contract for the 2025-2026 Fiscal Year.

Documentation: M.O. 08-061725

Disposition: Approved.

8. ACCEPTANCE OF FINAL SUBDIVISION MAP - BROOKSIDE, PHASE 2 (PRESIDIO JJR BROOKSIDE 110 LLC AND PRESIDIO JJR LAURELWOOD 110 LLC)

Recommendation: That the City Council:

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

AYES: Rivas, Green, Beltran, Meister

NOES: None

ABSTAIN: McKervery

ABSENT: None

Documentation: M.O. 09-061725
Disposition: Approved.

9. INTENT TO SCHEDULE A PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE CITY'S ORDINANCE REGULATING UNSAFE AND UNAUTHORIZED CAMPING AND STORAGE OF PERSONAL PROPERTY

Recommendation: That the City Council set a Public Hearing for July 15, 2025, to receive public input and consider the first reading of an ordinance amending Article VII of Chapter 18, regulating unsafe and unauthorized camping and storage of personal property, the protection of critical infrastructure, and mitigation of harm to public health, safety and welfare.

Documentation: M.O. 10-061725
Disposition: Approved.

10. PRELIMINARY ANNUAL ENGINEER'S REPORT OF ASSESSMENTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS AND SETTING A PUBLIC HEARING

Recommendation: That the City Council:

1. Adopt the draft resolution ordering the preparation of an Engineer's Report for the Landscape and Lighting Maintenance Districts for the 2025-2026 Fiscal Year;
2. Adopt the draft resolution giving preliminary approval to the Engineer's Report for the Landscape and Lighting Maintenance Districts for the 2025-2026 Fiscal Year;
3. Adopt the draft resolution declaring the intent to levy and collect assessments for the 2025-2026 Fiscal Year, and offering a time and place for hearing objections hereto; and
4. Schedule a Public Hearing for July 15, 2025, at 6:30 P.M., regarding the Engineer's Report and proposed assessment for the Landscape and Lighting Maintenance Districts for the 2025-2026 Fiscal Year.

Documentation: Resolution No. 54-2025, Resolution No. 55-2025, Resolution No. 56-2025
Disposition: Approved.

11. APPROVAL OF REVISED COMMUNITY CIVIC EVENT - COMMUNITIES OF THE GIANT SEQUOIAS - 2ND ANNUAL WATERMELON FESTIVAL - JULY 13, 2025

Recommendation: That the City Council approve the revised Community Civic Event application submitted by the Communities of the Giant Sequoias to hold

the 2nd Annual Watermelon Festival on Sunday, July 13, 2025, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

Documentation: M.O. 11-061725

Disposition: Approved.

12. AUTHORIZATION FOR STREET CLOSURE - KJUG CONCERT

Recommendation: That the City Council authorize the street closure for the KJUG Concert on June 27, 2025, from 3:00 - 9:00 p.m., on Main Street from Cleveland Avenue to Thurman Avenue and Cleveland Avenue from Main Street to the alley just east of Centennial Park.

Documentation: M.O. 12-061725

Disposition: Approved.

13. ANNUAL STATE SENATE BILL 1205 FIRE INSPECTION COMPLIANCE REPORT

Recommendation: That the City Council approve the attached Resolution acknowledging receipt of the Fire Chief's annual report regarding the Porterville Fire Department's inspection of specific buildings and occupancies pursuant to Section 13146.2 and 13146.3 of the California Health and Safety Code.

Documentation: Resolution No. 57-2025

Disposition: Approved.

14. STATUS AND REVIEW OF DECLARATION OF LOCAL FLOOD EMERGENCY

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

Documentation: M.O. 13-061725

Disposition: Approved.

PUBLIC HEARINGS

15. STATUS OF VACANT POSITIONS AS REQUIRED BY AB 2561

Recommendation: That the City Council conduct a public hearing and review the vacancy report in compliance with AB 2561.

Interim City Manager Tree introduced the item and Administration Director Yuliana Andrade presented the staff report.

Mayor Meister opened the Public Hearing at 7:21 p.m. and closed the Public Hearing at 7:21 p.m. when no one came forward to speak.

COUNCIL ACTION: MOVED by Council Member Rivas, SECONDED by Mayor Meister that the City Council review and accept the vacancy report. The motion carried unanimously.

Documentation: M.O. 14-061725

Disposition: Approved.

16. PUBLIC HEALTH GOAL REPORT

Recommendation: That City Council conduct a Public Hearing to solicit comments on the Public Health Goal Report.

Interim City Manager Tree introduced the item and Assistant City Manager Michael Knight presented the staff report.

Mayor Meister opened the Public Hearing at 7:27 p.m.

- Luis Gonzalez, Porterville, asked for more information on nitrates, citing a 2013 report.

Mayor Meister closed the Public Hearing at 7:29 p.m. when no one else came forward to speak.

COUNCIL ACTION: MOVED by Council Member Rivas, SECONDED by Mayor Meister that the City Council review and accept the Public Health Goal Report. The motion carried unanimously.

Documentation: M.O. 15-061725

Disposition: Approved.

17. CONSIDERATION OF AN ORDINANCE DESIGNATING FIRE HAZARD SEVERITY ZONES IN THE LOCAL RESPONSIBILITY AREA

Recommendation: That the City Council:

1. Hold the noticed Public Hearing and receive any public testimony concerning the Proposed Ordinance;
2. Receive and review the Fire Hazard Severity Zone maps and data received from the State Fire Marshal in March 2025;

3. Acknowledge that the received information was made available for public review and comment within 30 days of receipt. The website was opened to the public, notices were mailed to affected property owners, and the Fire Department pushed the information out via social media platforms. The public comment period was open for 30 days from April 4 through May 4, 2025, in accordance with Government Code Section 51178.5;
4. Approve the draft ordinance designating only Moderate Fire Hazard Severity Zones within the City's Local Responsibility Area, waive the first reading, and order the ordinance to print.

Interim City Manager Tree introduced the item and Fire Marshall Clayton Dignam presented the staff report.

Mayor Meister opened the Public Hearing at 7:40 p.m.

- Juan Gonzalez, Porterville, asked about Porterville's current fire risk, referencing a 2013 report.

Mayor Meister closed the Public Hearing at 7:41 p.m. when no one else came forward to speak.

Council members sought clarification on whether these designations represented a new risk. Staff indicated that the city has always treated these specific parcels with a robust weed abatement program, meaning the identified areas have consistently been a priority for the city's efforts. The new state designation simply codifies what the city was already doing, and there is no perceived increase in severity or change in how the city will manage these areas

COUNCIL ACTION: MOVED by Vice Mayor McKervery, SECONDED by Council Member Rivas that the City Council approve draft Ordinance No. 1912, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE TO DESIGNATE FIRE HAZARD SEVERITY ZONES, give first reading by title only, and order it to print. The motion carried unanimously.

Documentation: Ordinance No. 1912

Disposition: Approved.

18. ADOPTION OF A PROVISIONAL INTERIM BUDGET FOR THE FIRST QUARTER OF FISCAL YEAR 2025-2026

Recommendation: That the City Council:
1. Conduct a public hearing to consider the adoption of a Provisional Interim City Budget for the period July 1, 2025, through September 30, 2025; and

2. Adopt the attached resolution approving the continuance of the Fiscal Year 2024-2025 budget through the first quarter of Fiscal Year 2025-2026.

Interim City Manager Tree introduced the item and presented the staff report.

Mayor Meister opened the Public Hearing at 7:46 p.m. and closed the Public Hearing at 7:47 p.m. when no one came forward to speak.

Vice Mayor McKerverey emphasized the need for a detailed financial review, noting that a previous review he requested was only a broad overview. He urged a thorough examination of the budget to uncover structural issues or deficits. He cited the recycling program as an example, which shifted from generating \$500,000 in revenue to costing the city the same amount—resulting in an estimated \$6–8 million in losses. He also pointed to the golf course, a recurring \$300,000 annual expense, describing it as a "loss leader" with community value, but questioned its long-term financial impact. McKerverey stressed the importance of transparency, especially in light of the recent departure of the interim city manager.

Mayor Meister agreed, highlighting the Armory's \$300,000 annual cost to house homeless individuals as another structural concern. He requested that budget study session materials be delivered four to five days in advance, rather than on the day of the meeting, to allow for proper review.

Council Member Rivas supported the call for transparency, expressing frustration that previously requested budget information was not provided in a timely manner, which limited the council's ability to make informed decisions.

COUNCIL ACTION: MOVED by Vice Mayor McKerverey, SECONDED by Council Member Rivas that the City Council adopt the draft resolution approving the continuance of the Fiscal Year 2024-2025 budget through the first quarter of Fiscal Year 2025-2026. The motion carried unanimously.

Documentation: Resolution No. 58-2025

Disposition: Approved.

SCHEDULED MATTERS

19. ENVIRONMENTAL DOCUMENT PROCUREMENT PROCESS

Recommendation: That the City Council:

1. Provide staff direction regarding any modification to Development Ordinance Section 611.04 related to environmental consultant contracting.

Interim City Manager Tree introduced the item and Contract City Planner Jeff O'Neal presented the staff report.

Vice Mayor McKervey criticized CEQA that increases housing costs. He supported giving builders flexibility by allowing them to choose either from a city-approved list of consultants or use their own qualified professionals.

City Attorney Lew advised that amending the current ordinance would require a public hearing, and instead recommended a more flexible solution: rescind Ordinance 1081 and return to a policy-based system. This would allow for easier updates in the future without the constraints of the formal ordinance amendment process.

Mayor Meister agreed with adopting a policy approach, noting it would be simpler to revise if problems emerged. He stressed, however, that while the goal is to streamline the process, developer accountability and high standards must remain, with no tolerance for cutting corners.

Council Member Beltran also supported the change, emphasizing the need for a vetting process for consultants not on the city's list, as well as final oversight and approval by the city.

Consensus of the council was to direct staff to rescind the existing ordinance and simultaneously bring forward a new policy for the environmental document procurement process.

COUNCIL ACTION: MOVED by Vice Mayor McKervey, SECONDED by Mayor Meister that the City Council direct staff to bring an item forward to rescind the existing ordinance related to the Environmental Document Procurement Process, and simultaneously bring forward a policy for a new procurement process. The motion carried unanimously.

Documentation: M.O. 16-061725

Disposition: Approved.

20. INITIATION OF COMPREHENSIVE REVIEW AND MODERNIZATION OF ARTICLE 305 – SIGNS OF THE PORTERVILLE DEVELOPMENT ORDINANCE

Recommendation: That the City Council:

1. Direct staff to initiate an expedited review and modernization of Article 305 – Signs of the Porterville Development Ordinance;
2. Establish a staff-led working group to evaluate and recommend changes based on Council direction, prior consultant input, and stakeholder feedback;
3. Direct staff to return within 60 days with proposed revisions and an implementation schedule for Council consideration.

Interim City Manager Tree introduced the item and presented the staff report.

Councilmember Rivas emphasized the need to reduce bureaucracy and collaborate closely

with business owners by focusing on safety measures like securing signs, rather than imposing strict rules on their appearance or placement.

Councilmember Beltran acknowledged that existing rules aim to ensure safety and prevent distractions, and he is open to changing burdensome policies if specific examples are provided.

Councilmember Green stated that signage complaints are common, especially regarding roof lines and selective enforcement, and he hopes the review will streamline codes and address these issues.

Vice Mayor McKervey said that strict aesthetic rules should not apply citywide, advocated ending anonymous complaints to ensure fairness, and called for simplifying signage rules to support small businesses.

Mayor Meister raised several concerns for review, including the window advertisement limit, vague moral clauses, safety risks from unpermitted signs, restrictive design principles, language restrictions on signs, and certain prohibited sign sections.

The council strongly supported the proposed review and modernization of Article 305. Direction was given to staff to begin an expedited review, form a staff-led working group, and return with proposed revisions and an implementation schedule.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Council Member Rivas that the City Council direct staff to establish a staff led working group to evaluate and recommend changes based on Council direction, and directed staff to return within 60 days with proposed revisions and an implementation scheduled for council. The motion carried unanimously.

Documentation: M.O. 17-061725

Disposition: Approved.

AB 1234 REPORTS

1. Local Initiatives Navigation Center Committee (LINC) - June 4, 2025

Council Member Beltran provided an update on several items of interest, such as the approval of Minutes, no budget changes, and the Navigation Center. Council Member Rivas, who was also present at the meeting stated that the Navigation Center is doing their best to support those in need.

2. Eastern Tule Groundwater Sustainability Agency - June 5, 2025

Council Member Green stated that no significant discussion had taken place during the meeting that pertained to the City.

3. Tulare County Association of Governments (TCAG) - June 16, 2025

Mayor Meister highlighted upcoming roundabout projects, concerns about a \$12 billion state budget deficit affecting transit funding, a \$1.8 million transit improvement program,

a county mural map app, the economic importance of tourism, pending airport fuel tax legislation, plans for new regional transit passes, and \$62.7 million in grant funding secured for county projects.

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, proposed adding staff to make code enforcement proactive rather than reactive.
- Darrin Garrett, Porterville, stated that signs on Ken's building have been securely in place for 25 years, and praised the council for their work.
- Luis Gonzalez, Porterville, praised the council's professionalism, expressed pride in Porterville, and asked for a copy of the meeting topics.
- Ken Whitman, Porterville, urged openness to new window tint technology that saves energy and supports business signage, and expressed pride in Porterville.
- Rae Dean Strawn, Porterville, thanked the council for resolving the judgment against her, expressed trust in their leadership, and hoped such issues wouldn't happen again.
- Paul Flores, Porterville, accused the council of corruption and demanded transparency and accountability.

OTHER MATTERS

- Council Member Beltran thanked the community, praised the Flag Day ceremony, explained his abstention related to the Strawn vote due to personal ties, and expressed optimism about the council's progress.
- Council Member Rivas thanked staff, praised public safety teams, expressed support for Rae Dean Strawn while stressing lawfulness, commended fellow councilmembers, and expressed pride in serving his constituents.
- Council Member Green reflected on his first Flag Day ceremony, praised law enforcement, admired the symbolic power of the flag, and emphasized honoring those who fought and died for it.
- Vice Mayor McKervey emphasized constitutional freedoms, supported waiving Strawn's fees for closure, backed a medical freedom ordinance, praised community efforts on homelessness, called for streamlining business licensing through technology, and requested that the council consider a \$50,000 grant program to support small businesses, public art, and civic pride.

COUNCIL ACTION:

MOVED by Vice Mayor McKervey, SECONDED by Council Member Rivas that the City Council approve Vice Mayor McKerveys request to place an item on the agenda at a future meeting, as a Scheduled Matter, to consider a \$50,000 grant program using leftover council funds for the fiscal year to support "brick and mortar" small businesses, murals, artwork, heritage, and patriotism, and promote the city's motto.

AYES: Rivas, Green, McKervey, Meister

NOES: Beltran

ABSTAIN: None
ABSENT: None

Documentation: M.O. 18-061725

Disposition: Approved.

- Mayor Meister emphasized defending liberty over unjust laws, celebrated closure in the Strawn case, supported emergency police facility repairs, and shared updates on recent community events, and requested that the council consider a letter to be sent to the Commander-in-Chief, Congressman Valadao, Vince Vaughn, and State Assembly/Senate requesting a partnership for Freedom Fest next year.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Vice Mayor McKervery that the City Council approve Mayor Meisters request to place on the agenda at a future meeting, as a Scheduled Matter, to consider a letter to be sent to the Commander-in-Chief, Congressman Valadao, Vince Vaughn, and State Assembly/Senate requesting a partnership for Freedom Fest next year. The motion carried unanimously.

Documentation: M.O. 19-061725

Disposition: Approved.

The Council reconvened into Closed Session at 9:20 p.m. City Attorney Lew stated that it was not expected there would be anything to report afterward.

CLOSED SESSION

None.

ADJOURNMENT –

The Council adjourned at 10:56 p.m. to the meeting of July 15, 2025, at 5:30 p.m.

Fernando Gabriel-Moraga,
Chief Deputy City Clerk

SEAL



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Authorization to Purchase Youth Soccer Uniforms

SOURCE: Parks and Leisure Services

COMMENT: Youth Fall Soccer is an annual youth sports program administered by Parks and Leisure Services that takes place at the Porterville Sports Complex from July to October. Registration to participate is offered for youth ages 4-13. A portion of the \$70 registration fee covers the cost of a jersey, shorts and socks. Participation in this sport continues to be in high demand with nearly 400 players each season, as most age divisions typically fill up on the first day of registration.

For comparison, staff requested quotes from three companies who specialize in mass soccer uniform production for the 2025 uniforms, which would include a jersey, shorts, and a pair of socks for each player. The specifications include jerseys of varying colors for each team, the City of Porterville soccer logo, and a number on the back of each jersey. The jersey is two colors and made of 100% polyester performance fabric. The shorts are also made from a 100% polyester performance fabric. The socks are 80% acrylic/ 20% nylon with a fold-over cuff. Due to the varying sizes of registered players, jerseys are ordered in both youth and adult sizing. Uniforms are quoted at a per-unit price due to the fact that the exact number of youth and adult sizes needed will not be known until all registration has taken place. The quotes were consistent with the requirements of the specifications as detailed in the request. Below are the estimated costs, including sales tax, for 400 players, calculated based on the per-unit price:

SCORE Sports: Player \$19.95, Coach (First 44 free, \$9.95 after). Total estimated cost \$10,444.20.

All Sports Uniforms: Player \$33.23, Coach \$21.24. Total estimated cost \$13,530.00.

ProTime Sports, Inc: Player \$24.60, Coach \$1.25. Total estimated cost \$13,819.03.

The uniform order is not made until as close to the first games as possible due to inevitable roster moves. Vacated roster spots are filled from waitlists with the new player possibly having a different uniform size than the youth no

longer playing. Final costs may vary depending on the exact number of youth and adult sizes required. The expenditure for the uniforms is recovered from the registration fees. SCORE Sports has supplied the City's Youth Fall Soccer uniforms in the past.

RECOMMENDATION: That the City Council authorize the purchase of the 2025 Youth Fall Soccer uniforms from SCORE Sports at the unit price of \$19.95 for players and \$9.95 for coaches for a total estimated cost of \$10,444.20.

ATTACHMENTS: 1. Uniform Quotes

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Richard Tree, Interim City Manager

QUOTE FOR: CITY OF PORTERVILLE

Account #

PO# FALL SOCCER



111 Academy Way, Suite 150

Irvine, CA 92617

CUSTOMER INFORMATION

DATE: 06/23/25

TORI BERRY

15 E. THURMAN AVE., SUITE A

PORTERVILLE, CA 93257

Phone:559-791-7695

PREPARED BY

JOSE SUAREZ

Payment Terms:

Prepaid

UNIFORM QUOTE

ITEM #	QTY	STYLE #	DESCRIPTION	UNIT PRICE	YOUR PRICE WITH DISCOUNT	LINE TOTAL
	440	278/117A/800	BELGIUM JERSEY W/ SYDNEY SHORTS & SOLID SOCKS YOUTH OR ADULT	\$ 24.95	\$ 19.95	\$8,778.00
	44	4220	PERFORMANCE TEES- COACHES	\$ 12.95	\$ -	\$0.00
	56	4220	PERFORMANCE TEES- COACHES	\$ 12.95	\$ 9.95	\$557.20
			COST INCLUDES:			
			8 DIFFERENT COLORS FOR JERSEY STYLE			
			ALL BLACK SHORTS			
			MATCHING SOCKS			
			2-COLOR CITY LOGO - LEFT CHEST			
			8" WHITE/BLACK OUTLINE #S ON BACK			
			44 COACHES TEES (VALUE OF \$572) - FREE			
			UNIFORMS WILL BE PACKED BY TEAM AND BOXED BY DIVISION FOR EASY DISTRIBUTION			

This is a quotation on the goods named, subject to the conditions noted below:

- Production time is **2-3 weeks** from receipt of order.
- Delivery time will be **1-2 BUSINESS DAYS** in transit via UPS Ground.
- Extended sizes available for \$2.00 extra per additional "X" after 'XL'.
- Standard Consecutive 8" White/Black Back Outlined Numbers are included in price.

SUBTOTAL \$9,335.20**SALES TAX** \$864.00**FREIGHT (FLAT RATE)** \$245.00**TOTAL ESTIMATE** **\$10,444.20**

Please contact your Inside Sales Representative with any questions:

JOSE SUAREZ • 800-626-7774 Ext 1120 • JSUAREZ@scoresports.com

PRICING ON THIS QUOTE WILL EXPIRE ON 07/31/25



QUOTE

06202025R

Randy w/ All Sports Uniforms

PREPARED FOR:

Tori Berry
Leisure Services
Coordinator

DELIVERING TO:

City of Porterville

Date: Jun 20, 2025

Payment Terms: n/a

Due Date: n/a

PO Number: n/a

Balance Due: \$13,530.00

Item	Quantity	Rate	Amount
"WONDER GOAL" Soccer Set w/ Shorts [JERSEY COLORS: TBD - 8 COLORS] [SHORTS COLOR: BLACK] [SIZES: YS-A3XL]	440	\$16.99	\$7,475.60
PRINTING ON JERSEYS [LOGO: City Logo - Player's Left Chest] [NUMBERS: Numbers on back]	440	\$11.25	\$4,950.00
SOCKS: [COLORS: TBD] [SIZES: TBD]	440	\$4.99	\$2,195.60
"Wonder Goal" Coaches Shirts [COLOR: TBD] [SIZES: TBD]	100	\$9.99	\$999.00
PRINTING ON COACH SHIRTS [LOGO: City Logo - Player's Left Chest] [NUMBERS: Numbers on back]	100	\$11.25	\$1,125.00

Subtotal: \$16,745.20

Discount: \$3,215.20

Total: \$13,530.00

PROTIME SPORTS
18200 SEGALE PARK DRIVE B
SEATTLE, WA 98188
TEL: 800-575-1603

Estimate

Date	Estimate #
6/26/2025	16452

Name / Address
City of Porterville ***INVOICE CANNOT BE OVER 5K*** 15 East Thurman Ave. Suite A Porterville CA 93257

[illegible]



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Authorization to Purchase Transit Bus Air Compressor

SOURCE: Public Works

COMMENT: Transit Vehicle #8211 has experienced a failure of its air compressor, rendering it inoperable. Staff attempted to solicit quotes from three vendors but was unsuccessful in obtaining responses from more than two. The quotes received were:

New Flyer (NFI Parts)	\$9,677.32
RWC Group	\$15,145.43

The City has established an account with the vehicle manufacturer, New Flyer (NFI Parts), allowing for direct purchase of OEM parts. This not only ensures compatibility and reliability but also results in significant cost savings compared to aftermarket vendors.

Given that this vehicle has an estimated 11 years of useful service life remaining, prompt repair is both cost-effective and operationally necessary.

RECOMMENDATION: That the City Council:

1. Authorize the purchase of a replacement air compressor from New Flyer (NFI Parts) at a cost not to exceed \$10,645 (inclusive of all parts, taxes, freight, and a 10% contingency); and
2. Authorize payment of invoice upon receipt of air compressor.

ATTACHMENTS:

1. New Flyer estimate 8211
2. RWC estimate 8211

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Richard Tree, Interim City Manager

BILL TO: CITY OF PORTERVILLE
291 N MAIN STREET

PORTERVILLE, CA 93257
United States

REMIT TO: THE AFTERMARKET PARTS COMPANY, LLC
DBA NFI PARTS
PO BOX 857758
MINNEAPOLIS, MN 55485-7758
United States

REQUEST FOR QUOTE	
DATE	PAGE
13-JUN-25	1 of 1
QUOTATION QUOTE/BID NUMBER	
QUOTATION DATE	EXPIRY DATE
13-JUN-25	13-JUL-25
QUOTE NUMBER	
1186658	

CUSTOMER NUMBER	DUE DATE	VALIDITY	ACCEPTANCE DATE	SALES PERSON	CUSTOMER CONTACT
P96678	13-JUL-25	30 DAYS		MAGLALANG, RODRIGO	

LINE	ORDERED ITEM / INTERNAL ITEM / CUSTOMER ITEM	DESCRIPTION	LEADTIME	WAREHOUSE	UOM	QUANTITY	PRICE	
							QUOTED	EXT
1	798383 / 798383	ASSY-AIR CPRSR MODIFIED	0	CA1	EA	1	\$ 8,857.96	\$ 8,857.96

Quotes are valid for 30 DAYS.
Prices do not include applicable taxes.
Lead Time applies After Receipt of Order (ARO). Lead Time is in business days.
Item(s) indicated as "stock" are subject to prior sale.
All claims for concealed shortages must be made to NFI Parts within 5 business days of delivery.
Shipping damages and or loss must be noted on the delivering carrier waybill at the time of receipt of shipment.
A copy of the carrier waybill and or carrier inspection report must be submitted with your claim within five (5) days of receipt of shipment to New Flyer Customer Service.

Currency	TOTAL	
USD		\$ 8,857.96

TAX \$ 819.36
\$ 9,677.32



Fred M. Boerner Motor Co
3630 E Florence Ave
Huntington Park, CA 90255
Phone: 323-960-3882



Visit www.runrightgroup.com
14 locations across Arizona, Alaska,
California and Washington to serve
your Truck Parts, Sales, Service,
Lease and Rental needs.

ESTIMATE: EA301086610

Date Shipped: 6/12/2025
Date Invoiced:
Terms: NET30
PO #:
Ship Via: CA IN-STATE DELIVERY
Salesperson: D. Lancaster
Unit ID:
VIN #:
Customer #: 72125

BILL TO:

CITY OF PORTERVILLE - 72125
291 N MAIN ST
PORTERVILLE, CA 93257
Phone: (559) 782-7456
Email: Fin-AP@ci.porterville.ca.us

DELIVER TO:

CITY OF PORTERVILLE - 72125
555 N PROSPECT ST
PORTERVILLE, CA 93257
Phone: (559) 782-7456
Email: Fin-AP@ci.porterville.ca.us

ESTIMATE: EA301086610

ESTIMATE:

DATE SHIPPED	SHIP VIA	DATE INVOICE	SALESPERSON	UNIT ID	VIN	SALE TYPE	TERMS	PO #
6/12/2025	CA IN-STATE DELIVERY		D. Lancaster			BPRET	NET30	

QTY SHIP	QTY BIC	ITEM	DESCRIPTION	BIN	UNIT PRICE	EXTD PRICE
1		301X/798383	ASSY AIR CPRSR MODIFIED	NOLOC	13,863.09	13,863.09

Return Policy:

All claims and returned goods must be accompanied by this invoice.
No returns on electrical or special order parts.
No returns after 30 days from date of invoice.
A 25% restocking charge will apply to all returned parts.
All parts must be returned in the original packaging, undamaged, clean and in resalable condition.
Parts that have been installed, or kits that have been opened, are not returnable.
All cores must be returned within 30 days from the date of invoice and meet supplier requirements and specifications.

SUB-TOTAL \$ 13,863.09
PREPAY \$ 0.00
TAX \$ 1,282.34
SHIPPING \$ 0.00
TOTAL \$ 15,145.43

Please Remit Payment to:
Fred M. Boerner Motor Co
Accounts Receivable
600 N 75th Ave
Phoenix, AZ 85043

ESTIMATE

This estimate is valid for one day from the date listed on this estimate document.**Disclaimers of Warranties:**

All warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said product. Seller shall not be liable for incidental, consequential or commercial losses arising out of the purchase herewith. Customer may be required to purchase a replacement part pending a warranty inspection and approval of failed part by the manufacturer. Customer acknowledges receipt of above detailed goods and/or services and agrees to pay the total amount in cash or pursuant to their cardholder or seller account agreement.

CUSTOMER SIGNATURE: _____

DATE: _____

PRINT NAME OF SIGNER: _____





CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Authorization to Purchase Zero-Emission Landscaping Equipment

SOURCE: Parks and Leisure Services

COMMENT: The San Joaquin Valley Air Pollution Control District is a public health agency whose mission is to improve the health and quality of life for all Valley residents through efficient, effective and entrepreneurial air quality management strategies. The Zero-Emission Landscaping Equipment Program provides incentives for San Joaquin Valley landscapers, public agencies, and businesses that perform their own landscape maintenance, to replace their old gas-powered landscape equipment with new electric options. Eligible entities must, for the past two years prior to submitting an application, currently, have owned and operated gas or diesel-powered professional landscape maintenance equipment in daily operations within the geographic area of the San Joaquin Valley Air Basin. Some of the eligible equipment types include: string trimmers, chainsaws, blowers, and mowers.

On October 15, 2024, City Council adopted a Resolution approving the application for the Zero-Emission Landscaping Equipment Grant Program through the San Joaquin Valley Air Pollution Control District submitted by the Parks and Leisure Services Department. There is currently gas and diesel-powered equipment at the end of its useful life in need of replacement in the Parks Division inventory. With the goal of reducing the cost to the City's budget, the Parks Division intends to exchange current gas-powered equipment with battery-powered equipment. The Parks Department plans to purchase the following equipment: (4) four backpack blowers, (1) one string trimmer, (1) one saw kit, (2) two chainsaws, and (1) one mower. The expected savings to the Parks Division budget to replace this equipment is approximately \$23,400. The City's matching portion of the grant is approximately \$8,200 to be funded by the Equipment Replacement Fund.

RECOMMENDATION: That the City Council authorize the purchase of zero-emission landscaping equipment using Zele vouchers for an amount not to exceed \$31,388.60, of which the City's share is approximately \$8,200.

ATTACHMENTS: 1. Quote 7804180

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Richard Tree, Interim City Manager



Visalia CA - SiteOne Hardscape Center #472
30595 Road 68
Visalia, CA 93291-9585
W: (559)635-7833

Quotation

Bill To:

City Of Porterville Parks Superintendent (#1030794)
291 N Main St
Porterville, CA 93257-3737
W: (559)782-7451

Ship To:

City Of Porterville Parks Superintendent (#1030794)
291 N Main St
Porterville, CA 93257-3737
W: (559)782-7451

Created	Quote#	Due Date	Expected Award Date	Expiration Date
07/02/2025	7804180	10/23/2024	10/23/2024	07/31/2025

Printed	Job Name	Job Description	Job Start Date
07/02/2025 10:38:55	ZELE Voucher	Porterville, Ca	10/23/2024

Line #	Item #	Item Desc	Qty	UOM	Unit Price	Extended Price
1	3009-24HD	Milwaukee M18 FUEL Brushless Dual Battery Backpack Blower Kit	1	EA	1,499.000	1,499.00
2	3009-24HD	Milwaukee M18 FUEL Brushless Dual Battery Backpack Blower Kit	1	EA	1,499.000	1,499.00
3	3009-24HD	Milwaukee M18 FUEL Brushless Dual Battery Backpack Blower Kit	1	EA	1,499.000	1,499.00
4	3009-24HD	Milwaukee M18 FUEL Brushless Dual Battery Backpack Blower Kit	1	EA	1,499.000	1,499.00
5	3006-22	Milwaukee 18V M18 Fuel Brushless Cordless Dual Battery 17 in. String Trimmer Kit	1	EA	699.000	699.00
6	3013-21	Milwaukee 18V M18 Fuel Brushless Cordless 10 in. Telescoping Pole 13 ft. Length Saw Kit	1	EA	799.000	799.00
7	2826-22T	Milwaukee 14 in. Top Handle Chainsaw 2 Battery Kit	1	EA	699.000	699.00
8	2826-22T	Milwaukee 14 in. Top Handle Chainsaw 2 Battery Kit	1	EA	699.000	699.00
9	997007	Gravely Pro-Turn EV 60 Side Discharge, w/ 60 in. Fabricated X-Factor 3 Deck, 4 Lithium-Ion Batteries	1	EA	19,999.000	19,999.00
10	797020	Gravely 60 in. Grass Mulching Kit - Fits 60 in. Pro-Turn EV SD models	1	EA	239.950	239.95

Total Price: \$ 29,130.95
Total Tax: \$ 2,257.65
Total: \$ 31,388.60

Hardscape Center is not responsible for the accuracy of the items contained in this quotation. Please review carefully. Please add appropriate sales tax. Prices on this quote are good for 30 days after the entered bid date.
Local tax may differ based on locations and local codes.



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Authorization to Purchase Repair Materials for Rowland Well No. 7

SOURCE: Public Works

COMMENT: The City of Porterville Rowland Well No. 7, located on W. Della Avenue west of Mathew Street, has experienced an operational failure. Upon inspection, City Water Staff determined that both the motor and pump require replacement. Given the importance of maintaining an adequate water supply to meet consumer demand during the summer months, the timely repair of this well is critical. The City requested quotes from local pump repair companies. The following three quotes were received:

Carver Pump	\$11,176.96
SA Camp	\$13,675.48
Willitt's Pump	\$14,000.69

Carver Pump submitted the lowest quote and is prepared to ship all required parts and materials immediately. The total cost of the repair, covering all parts, taxes, labor and a 10% contingency, will not exceed \$12,295. This expense will be covered by the Water Operating Fund.

RECOMMENDATION: That City Council:

1. Direct the Finance Director to initiate a Purchase Order to Carver Pump Co. for an amount not to exceed \$12,295, which includes parts, taxes, labor and a 10% contingency for the repair materials for Rowland Well No. 7; and
2. Direct the Finance Director to make payment to Carver Pump upon receipt of an invoice approved by the Public Works Director.

ATTACHMENTS:

1. Rowland Well No. 7 Location Map
2. Carver Pump Quote
3. S.A. Camp Pump Quote
4. Willits Pump Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Richard Tree, Interim City Manager



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

ROWLAND WELL 7

DRAWN BY	GG
CHECKED BY	
SCALE	1" = 150'
DATE	7/2/2025

SHEET
1
OF
1

**CARVER
PUMP SERVICE**

139 North Cain Street
Visalia, California 93292
(559) 622-0622

1-855-6CARVER
CALIFORNIA CONTRACTOR'S
LICENSE - C61 D21 #547257

**Estimate #****Date**

7/1/2025

Customer

City of Porterville

Address

well site Rowland #7

Telephone

John 559-756-3515

DESCRIPTION	AMOUNT
1- 7 CLC 4 stg sub bowl	
1- 30hp 480v 3ph Hitachi sub motor	
500ft 8-3 flat jacket sub cable	
1-#8 splice kit	
Carver pump must be present when city is making splice if not warranty will be void	
sub toatal	\$ 10,230.63
SALES TAX	\$ 946.33
LABOR	
TOTAL	\$ 11,176.96

Acceptance of this proposal is an agreement by the customer to pay in full for all services within 30 days of the date invoiced. Carver pump will charge, and customer agrees to pay, finance charges of 2 percent per month on the unpaid balance.

CARVER PUMP SERVICE

CUSTOMER

Salesman

Jeffrey Demacabalin

Approved by

Purchaser

Address

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

CUSTOMER: CITY OF PORTERVILLE

DATE: 7/1/25

QTY	DESCRIPTION	AMOUNT
1	7 CLC 4 STAGE SUB 6" NEMA 6" DISCHARGE W/ 4.75" TRIM	
1	6" SUB MOTOR 30 HP 460V 3PH 3600 RPM HITACHI	
500'	8/3 WITH GROUND SUB CABLE FLAT JACKET	
1	SPLICE KIT	
	TOTAL MATERIAL	12,243.00
	9-1/4% SALES TAX	1,132.48
1	LABOR TO DELIVER TO CUSTOMER	<u>300.00</u>
	TOTAL	13,675.48

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

QUOTED BY: JOSE FELIX/STEVEN CAVAZOS

NOTE: ESTIMATE AMOUNT MAY CHANGE DUE TO VENDOR PRICING.

JOSE/jr



Class A Lic. # 675312

VALID FOR 30 DAYS

Sub & Motor

\$ 14,000.69



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Authorization to Purchase Loan Servicing Software to Manage Mortgage, Business, and Public Utility Connection Loans

SOURCE: Community Development

COMMENT: The Community Development Department manages several grants that involve receipt of federal entitlement allocations from the U.S. Department of Housing and Urban Development (HUD) as well as state grants from the State Department of Housing and Community Development (HCD). The primary grants received are the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME). A portion of the funds received are utilized for the provision of loans and grants under a variety of affordable housing and business assistance programs, which support economic development and affordable housing activities.

Loan servicing is completed in-house by City Staff; however, the Loan Servicing Software is purchased annually. The software is also used by the Engineering and Project Management (EPM) Department to service the Single-Family Owner-Occupied Connection Fee Loans funded with general funds, which offer loans with interest rates that are below market for sewer and water connections. Within the two departments, the City's current loan portfolio comprises 617 accounts, of which 270 are active accounts, and all loans are located in one software system in order to efficiently service the loan portfolio and maintain the history of the accounts in one location for auditing purposes.

In April 2024, the City Council approved the purchase of loan servicing software from City Data Services for \$19,960 for Year one (setup and annual) and \$8,160 for Year 2 and forward. After the execution of the agreement, the company was purchased by Balio Software US, Inc. dba City Data Services. A new agreement (provided as an attachment to this report), subject to annual renewal, is being presented in order to continue use of the software for Fiscal Year (FY) 2025-26 and forward. The new price being proposed is \$13,400 for the first year and, if renewed, the annual fee shall be \$15,410 for the second year and shall increase by three percent (3%) annually for each renewal term. The increase in price is attributed to upgraded services and software tailored to the City's needs. Annual renewal will be contingent upon the availability of grant funding for each subsequent year.

Funding is available for FY 2025-26 through Community Development Block Administration funds as well as HOME administration funds.

RECOMMENDATION: That the City Council:

1. Authorize staff to purchase loan servicing software from City Data Services for a total of \$13,400 for year one (FY 2025-26) and \$15,410 for the second year and an increase of three percent (3%) annually for each subsequent renewal term, contingent upon the availability of grant funding for each year; and
2. Authorize the Community Development Director to sign all necessary documents for execution of the one-year contract with the option to extend it yearly as needed.

ATTACHMENTS: 1. Draft Services Agreement

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Richard Tree, Interim City Manager

CITY OF PORTERVILLE
SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (hereinafter referred to as "Agreement") is entered on July 1, 2025 (the "Effective Date") by and between the **City of Porterville**, a California municipal corporation ("City"), and Balio Software US, Inc dba **City Data Services LLC**, a Delaware limited liability company having a principal place of business at 166 Geary St. 15th Floor Suite #171, San Francisco, CA 94108 ("Provider").

RECITALS

A. Provider is the owner of its proprietary software that the City has selected to use for the City's loan management.

B. Provider represents and warrants that it is qualified to provide the Software as a Service Application and perform the Services as set forth under this Agreement.

C. Provider desires to grant to the City and the City desires to obtain from Provider a nonexclusive license to use the Software as a Service Application and obtain the services in accordance with the terms and on the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Use of the SaaS Software. Provider shall provide the City with the Software as a Service Application and services, which are described in the Provider's Proposal and attached hereto as Exhibit "A" and incorporated herein by reference ("SaaS Software"). The specifications, performance and functionality of the SaaS Software shall comply in all respects with the requirements set forth in the Provider Proposal and any documentation for the SaaS Software ("Functional Requirements"). Subject to the terms and conditions of this Agreement, Provider hereby grants the City and Authorized Users a renewable, irrevocable (except as set forth herein and for the term of the agreement only), non-exclusive, royalty-free, and worldwide license to access, display, and execute the SaaS Software and related documentation during the Term of this Agreement and any renewals thereof, if any.
2. Services. Provider shall further provide the City with implementation, project management, and training services in connection with the implementation of the SaaS Software as further described in Exhibit "A" ("Services").
3. Compensation.
 - a. Subject to paragraph 3(b) below, the City shall pay for the SaaS Software, including the related Services, in accordance with the schedule of costs set forth in Exhibit "C."

- b. In no event shall the total amount paid for the SaaS Software and Services rendered by Provider under this Agreement exceed the sum of \$13,400 (Thirteen Thousand Four Hundred Dollars and 00/100) for the first year, in accordance with the fee schedule outlined in Exhibit C.

Thereafter, this Agreement is subject to annual renewal, which shall be contingent upon the availability of grant funding for each subsequent year. If such funding is not secured or renewed, this Agreement shall terminate at the end of the then-current term without further obligation by either party.

If renewed, the annual fee shall be \$15,410 (Fifteen Thousand Four Hundred and Ten Dollars and 00/100) for the second year and shall increase by three percent (3%) annually for each renewal term. The City shall notify the Provider in writing at least sixty (60) days prior to the renewal date regarding the status of grant funding and the intent to renew.

- c. Payment to Provider shall be considered as full compensation for all personnel, materials, supplies, and equipment used in performing the Services.
- d. The City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of the City's right to request Provider to correct such work or billings or seek any other legal remedy.
- e. The annual contract value shall be invoiced and payable in advance, on or before the 1st day of the contract period
- f. Payment shall be due within thirty (30) calendar days of receipt of a correct and complete invoice
- g. Payment shall be made via ACH, wire transfer, or another electronic method unless otherwise agreed
- h. Any payment not received within thirty (30) days of the invoice due date shall be considered Overdue. Overdue invoices shall incur a late payment fee of \$500 for every thirty (30) calendar days that payment remains past due, beginning on the thirty-first (31st) day after the invoice due date. Partial periods of thirty days shall incur a late fee pro-rated accordingly. Provider retains the right to suspend services if payment is not received within 60 days of the invoice due date.

4. Term and Termination.

- a. Term. The term of this Agreement shall commence on July 1, 2025 and expire on June 30, 2026 unless earlier terminated as otherwise provided herein.
- b. Options to Renew. The City has the option to renew the Agreement for additional one-year periods, contingent upon the availability of grant funding as described in Section 3. The City may extend this Agreement beyond the expiration date by exercising an option

at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 8.

c. Termination

- (i) Termination for Breach by Either Party. Either party may terminate this Agreement upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.
- (ii) Termination for Non-Appropriation. The City's payment obligation under this Agreement extends only to funds appropriated annually by the City's governing body for the purpose of this Agreement. For each succeeding fiscal period covered by this Agreement, City's applicable department responsible for this Agreement agrees to include in its budget request appropriations sufficient to cover the annual financial obligations under this Agreement. However, the City's governing body has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. If the City is appropriated insufficient funds to continue annual payments under this Agreement, City may terminate this Agreement by giving Provider not less than ninety (90) days' prior written notice. Upon termination under this paragraph, Provider shall be entitled to compensation for all SaaS Software Services rendered prior to the effective termination date. Provider's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This Section controls against any and all other provisions of the Agreement.

d. Effect of Termination or Expiration.

- (i) The City will pay Provider all amounts payable hereunder as of the termination or expiration date or Provider shall provide a prorated refund of amounts paid by the City where termination occurs for breach by Provider prior to the first twelve (12) months of the Term;
- (ii) All rights and licenses granted hereunder to the City (as well as all rights granted to any Authorized Users of City) will immediately cease, including but not limited to all use of the SaaS Software; and
- (iii) The City will, upon written request of Provider, either return to Provider or provide Provider with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of Provider that are in the City's possession or control.
- (iv) Provider shall provide to the City and/or Successor Service Provider, assistance requested by the City to affect the orderly transition of the SaaS Services, in whole or in part, to the City or to Successor Service Provider. During the transition period,

SaaS and City Data access shall continue to be made available to the City without alteration while the City remains in contract with City Data Services. Such Transition Services shall be provided on a time and materials basis, in accordance with the latest CDS Professional Services rate card and the resourcing capacity of the Provider. If the City opts to return to its own servers or the City chooses a Successor Service Provider transition costs may include: (a) developing a plan for the orderly transition of the terminated SaaS Services from Provider to Successor Service Provider; (b) if required, transferring the City Data to Successor Service Provider; (c) using commercially reasonable efforts to assist the City in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Provider in connection with the Services; (d) using commercially reasonable efforts to make available to the City, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Provider in connection with the SaaS Services; and, (e) such other activities upon which the Parties may agree. This Section (4)(d)(iv) shall survive the termination of this Agreement.

5. Maintenance and Support Services. Following the warranty period for the SaaS Software, Provider has agreed to make maintenance and support services for the SaaS Software available to the City in accordance with the terms of the Provider Proposal, which is attached hereto as Exhibit "A." The SaaS Software Support and Maintenance Provisions contain mutually agreed upon pricing for such services, which pricing shall remain in effect for so long as the City makes the payments set forth in Exhibit "A."
6. Data and Security
 - a. Ownership of City Data. "City Data" means all data, information, content and other materials stored or transmitted by the City, and any Authorized User, through the SaaS Services. The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of City Data is the exclusive property of the City. The City shall have access to City Data 24-hours a day, 7 days a week. Provider warrants that the City shall be able to extract City Data from the SaaS Application on demand, but no later than 48-hours of City's request, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees to Provider). Provider shall provide City with data in its native format as stored within the CDS database. Provider shall retain and preserve City Data in accordance with the City's instruction and requests, including without limitation any retention schedules and/or litigation hold orders provided by the City to Provider, independent of where the City Data is stored.
 - b. Use of City Data. Provider agrees to hold City Data received from or created on behalf of the City in strictest confidence. Provider shall not use or disclose City's Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Access to City's Confidential Information must be strictly controlled and limited to

Provider's staff assigned to this project on a need-to-know basis only. Provider is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Provider's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data, including user tracking within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Provider, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

- c. Data Security. To prevent unauthorized access to City Data or City Confidential Information, Provider shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Provider's employees, agents, and subcontractors, if any, comply with all of the foregoing.
- d. Data Breach; Loss of City Data. "Data Breach" means any access, destruction, loss, theft, use, modification or disclosure of City Data by an unauthorized party or that is in violation of the Agreement terms and/or applicable local, state or federal law. "SaaS Software Error" means any failure of SaaS Software to conform in all material respects to the requirements of this Agreement or Provider's published specifications or documentation. In the event of any Data Breach, SaaS Software Error, omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Provider that relate to the protection of the security, confidentiality, or integrity of City Data, Provider shall, as applicable:
 - (i) Notify the City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence;
 - (ii) Keep the City informed regularly of the progress of its investigation;
 - (iii) As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore City service(s) as directed by the City, and undertake appropriate response activities to correct, remediate, or to mitigate potential damage;
 - (iv) In the case of personally identifiable information (PII) or protected health information (PHI), at the City's sole election, (a) notify the affected individuals as soon as practicable but no later than is required to comply with applicable law, or,

in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (b) reimburse City for any costs in notifying the affected individuals. Provider's responsibility for the costs of providing such notifications shall not be limited by any disclaimer or limitation of liability in the Agreement; and

- (v) Perform or take any other actions required to comply with applicable law as a result of the occurrence.

7. Contract Documents. The following documents shall govern the performance of the Scope of Work and the terms and conditions for the provision of the SaaS Software and Services (collectively, the "Contract Documents"):

- a. This Agreement;
- b. Provider Proposal (Exhibit "A"); and
- c. City Insurance Requirements (Exhibit "B").

In the event of any conflict between the terms and conditions of the Contract Documents, the Contract Documents shall govern in accordance with the foregoing order of priority with this Agreement acting as the master agreement. No "click to accept" agreement may be required for the City and/or Authorized Users' access to the SaaS Services.

8. Amendments. If changes in the software requirements and the Contract Documents seem merited by Provider or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Provider with a statement of the estimated changes in the Provider Proposal. An amendment to this Agreement shall be prepared by the City and executed by both parties before any change becomes binding upon the City. Provider acknowledges that any material amendment to the Contract Documents, particularly with respect to the schedule of charges in the Provider Proposal, may be subject to approval by the City's City Council. Such amendment shall not render ineffective or invalidate unaffected portions of the Contract Documents.

9. Maintenance of Records. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Provider and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by the City.

10. Notice to Proceed. The obligations of Provider to commence performance shall be triggered by Provider's receipt of notice from the City to proceed. Thereafter, Provider shall proceed in accordance with the Project Schedule. The Notice to Proceed shall set forth the date of commencement of the Project Schedule.

11. Delays in Performance.

- a. Neither the City nor Provider shall be considered in default of the Contract Documents for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.
- b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance under the Contract Documents. It is not intended by the parties that any such delay shall extend for a period in excess of sixty (60) days.

12. Confidentiality. Provider understands and agrees that, in the performance of the work or services under this Agreement may involve access to City Data that is Confidential Information. Provider agrees to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third-parties other than its employees, agents, or authorized subcontractors who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. Provider and any subcontractors or agents shall use Confidential Information only in accordance with all applicable local, state and federal laws restricting the access, use and disclosure of Confidential Information and only as necessary in the performance of this Agreement. Provider's failure to comply with any requirements of local, state or federal laws restricting access, use and disclosure of Confidential Information shall be deemed a material breach of this Agreement, for which the City may terminate the Agreement. Provider agrees to advise and require its respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Provider will not disclose any Confidential Information of the City except as compelled by a court or administrative body or required by any law or regulation. Provider will give notice if any disclosure request is received for City's Confidential Information, so the City may file an objection with the relevant court or administrative body.

13. Compliance with Law.

- a. In carrying out its obligations under the Contract Documents, Provider shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

14. Warranty

- a. SaaS Software Warranty. Provider warrants that the SaaS Software will conform in all material respects to the Functional Requirements for a period of twenty-four (24) months ("Warranty Period") following the date upon which the SaaS Software has completed user acceptance testing and is placed in use by the City in a live production environment ("Go-Live"). Provider agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the Warranty Period. In addition, Provider warrants that any customization and/or error correction to the SaaS Software will conform in all material respects to the Functional Requirements. This warranty is void if the City or any other third party intentionally changes or modifies the SaaS Software without the permission of Provider.
- b. Malware. Provider warrants that the SaaS Software shall not contain any lock, counter, CPU reference, virus, worm, or other malware or device capable of halting operations or erasing or altering data or programs. Provider further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the SaaS Software (or any hardware).
- c. Service Warranty. Provider warrants that all Services provided under this Agreement will be performed in a professional, competent manner and as outlined in the proposal. The City shall notify Provider in writing of any breach of this warranty no later than ninety (90) days following Go-Live. Provider shall further provide a sufficient number of properly trained and competent staff to carry out the Services in a skilled and professional manner consistent with the best practices in the SaaS Software industry.
- d. Remedies. Provider covenants that it will make corrections of program malfunctions or errors which are reported in writing to Provider during the Warranty Period and which are necessary for the SaaS Software to conform to the warranties set forth in Section 14 of this Agreement. City agrees to allow Provider the opportunity to make repeated efforts within a thirty (30) day time period to correct programming errors or malfunctions as warranted in this Agreement. Provider agrees that program malfunctions that result in an inoperable system resulting in a financial impact to the City, or inefficient work-around, will be given its highest priority with the problem corrected as soon as practicably possible, consistent with a high priority item under the SaaS Software Support and Maintenance Provisions, using its most experienced and knowledgeable resources. Provider will strive to have any and all malfunctions resolved within no more than five calendar days.

15. Acceptance Testing; Final Acceptance. All SaaS Software and Services shall be subject to acceptance testing by City to verify, to its reasonable satisfaction, that each deliverable conforms to the requirements of a particular phase or milestone as set forth in the Exhibit "A" hereto or with respect to the SaaS Software, that it conforms to the Functional Requirements in all material respects and does not contain errors. The City and Provider will agree on a reasonable testing methodology for the SaaS Software. Acceptance testing will not begin for any deliverable until sufficient data, as reasonably determined by the City, has

been converted and loaded into the SaaS Software or component thereof to enable the City to test the functionality of the SaaS Software or any component thereof in a test environment that approximates a live production environment. If the City determines that any SaaS Software deliverable or Services do not conform with the foregoing requirements, the City shall promptly deliver to Provider a notice of non-conformity, and Provider shall work diligently to correct all nonconformities free of charge to the City by issuing one or more error corrections or re-performing the defective Services. Each error correction shall be subject to additional acceptance testing by the City. Notwithstanding the acceptance of any deliverable by the City, such deliverable shall remain subject to the warranty obligations of Provider for the entire Warranty Period. "Final Acceptance" shall occur ninety (90) days after Go-Live provided that the SaaS Software is operating properly in accordance with all of the Functional Requirements and there are no material warranty issues that adversely impact the ability of City to operate the SaaS Software.

16. Assignment and Subcontractors. Provider shall not subcontract, assign or transfer this Agreement or any rights under or interest in the Contract Documents without the written consent of the City, which may be withheld for any reason at the sole discretion of the City. Nothing contained herein shall prevent Provider from employing independent contractors, as well as employees, to provide Services as Provider may deem appropriate, provided, however, that Provider shall remain fully responsible for such independent contractors.

17. Independent Contractor.

- a. Provider enters into this Agreement as an independent contractor and not as an employee of the City. The Provider shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Provider are employees, agents, contractors or subcontractors of the Provider and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Provider by any such employees, agents, contractors subcontractors, or any other person resulting from performance of this Agreement.
- b. Provider agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

18. Integration. The Contract Documents represent the entire understanding of the City and Provider as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

19. Title to SaaS Software. Provider represents and warrants that it is the sole owner of the SaaS Software or, if not the owner, that it has received all legally required authorizations from the owner to license the SaaS Software as contemplated herein, has the full power to grant the rights required by this Agreement, and that neither the SaaS Software, nor its use in accordance with the Contract Documents, will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or the City.
20. Infringement and Performance Breach Remedies. If it is claimed that any work furnished by Provider, whether first developed by Provider for the City or not, infringes any intellectual property right or is otherwise unlawful, Provider agrees to defend or settle any such claim or suit at Provider's expense and to indemnify and hold the City harmless from any losses, damages or harm, including attorney's fees and legal expenses, incurred as a result of such claim. Without the City's prior written approval, Provider shall not accept any liability on the City's behalf for the infringement, nor shall Provider reach a settlement that from the City perspective impairs the value or usefulness of the work that is the subject of the infringement claim. Provider will also pay all damages and costs that by final judgment, settlement or other resolution are assessed against the City due to such alleged or proven infringement and reimburse the City for any direct damages suffered by the City as a result of the infringement claim, including but not limited to attorney's fees. Should Provider find, or be found, to have infringed on any intellectual property rights, Provider will procure; (i) a right for the City to continue using the applicable SaaS Software or Work Product, (ii) a solution to mitigate the infringement, or (iii) a product to replace the infringing product that provides the functionality and complies with the specifications contained in the Contract Documents. The City shall not incur any additional costs related to the aforementioned remedies.
21. Indemnification. Provider shall indemnify, defend (with counsel approved by the City), and hold harmless the City, its officers, officials, agents, and employees (collectively, the "Indemnitees") from and against any and all claims, damages, demands, liability, costs, losses and expenses, (all of the foregoing collectively "Claims"), including without limitation court costs and reasonable attorneys' fees, which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, Provider's performance pursuant to this Agreement, including without limitation, Claims arising on account of injury to or death of persons or damage to property. The City does not and shall not waive any rights against Provider which the City may have pursuant to this Section because of Provider's provision of insurance policies required by this Agreement. Provider's obligations to defend and indemnify the City shall survive the expiration or termination of this Agreement. Provider shall not be required to indemnify the City for Claims arising from the sole negligence or willful misconduct of the Indemnitees.
22. Conflicts of Interest.
- a. Provider covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any present interest, nor shall they acquire any interest, direct or

indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its Services hereunder.

- b. Provider shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City's Contract Administrator determines in writing that Provider's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Provider also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Agreement, the City determines and notifies Provider in writing that Provider's duties under this Agreement warrant greater disclosure by Provider than was originally contemplated. Provider shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

Liability of Provider. Provider shall be responsible for performing the services under this Agreement in a manner which is consistent with the generally-accepted standards of the Provider's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Provider or its employees, agents, contractors or subcontractors.

In no event shall Contractor be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to lost profits, loss of data, loss of use, or cost of substitute services, even if advised of the possibility of such damages.

23. Insurance.

- a. Provider will comply with the "Insurance Requirements" of the City which are attached hereto as Exhibit "B" and included as a part of this Agreement.
- b. No limitation on liability contained in the Contract Documents shall apply to any third-party claim for personal injury or wrongful death arising from the negligent acts or willful misconduct of either party, its agents or assigns. Furthermore, no limitation on liability applicable to Provider shall apply to any third-party claim that the SaaS Software infringes upon the intellectual property rights of another party, nor to the obligation of Provider to deliver the SaaS Software and Services in accordance with the Scope of Work and Provider's warranty obligations.

24. Laws, Venue, and Attorneys' Fees. This Agreement shall be governed by the laws of the State of California. This Agreement is entered into and to be performed in Tulare County, California. Any litigation regarding this Agreement or its contents shall be filed in a state or federal court situated in the County of Tulare, State of California. To the fullest extent permitted by law, the parties waive the right of removal provisions per California Code of Civil Procedure Section 394.

25. Documents. Provider shall deliver to the City no less than one (1) full set of documentation, manuals, and training materials for the SaaS Software. The City shall have the right to copy such documents and materials for its own internal use of the SaaS Software.
26. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered in person or sent via commercial overnight delivery or by certified mail, addressed to each party at the address set forth below or such other address for which a party has given notice in accordance with this section. Notice will be effective upon receipt, or within five (5) days of delivery.

City:

City of Porterville
Attn: Community Development Director
291 N. Main Street
Porterville, CA 93257

Provider:

Balio Software US, Inc dba City Data
Services Software LLC
166 Geary St. 15th Floor Suite #171
San Francisco, CA 94108

27. City Not Obligated to Third Parties. The City shall not be obligated or liable for payment hereunder to any party other than the Provider.
28. Non-Discrimination. Provider shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.
29. Prohibited Interests. Provider maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement. Further, Provider warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
30. Unauthorized Aliens. Provider hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Provider so employ such unauthorized aliens for performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against the City for such use of unauthorized aliens, Provider hereby agrees to and shall reimburse the City

for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City.

31. Wage Theft Prevention.

- a. Provider, and any subcontractor it employs to complete Services under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.
- b. By signing this agreement, provider affirms that it has disclosed any final judgments, decisions or orders from a court or investigatory government agency, finding in the five (5) years prior to executing this agreement that provider or its subcontractors has violated any applicable wage and hour laws. Provider further affirms that it or its subcontractor(s) has either fully satisfied each judgment, decision or order, or, if any judgment, decision or order has not been fully satisfied, provider affirms that it or its subcontractor(s) is currently satisfying said judgment, decision or order through a payment or alternative plan approved by the applicable court/government agency and that provider or its subcontractor(s) are in compliance with said plan as of the date of executing this agreement.
- c. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Provider or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Provider learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Provider shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Provider or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Provider or its subcontractor is subject to a payment or other alternative plan, the Provider or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.
- d. For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

- e. Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.
- f. Notice provided to the City shall be addressed to: Attention: Community Development Director, 291 N. Main Street, Porterville, CA 93257. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

32. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

33. Counterparts. This Agreement and any exhibits, amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement or any amendment or renewal. A signature by any party to this Agreement provided by facsimile or electronic mail is binding upon that party as if it were the original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Porterville

Balio Software US, Inc dba **City Data Services LLC**

Signature

Signature

Name

Name

Title

Title

Date

Date

EXHIBIT A
SAAS SOFTWARE SERVICES
SCOPE OF SERVICES

Software Development

Develop all associated forms for loan and grant management including but not limited to: applications, reports, contracts, fiscal management forms, monitoring forms, compliance forms and data assessment forms (i.e., spreadsheets and reports);

Ability to enter, display and summarize individual project/program information for the following:

- Grants & loans,
- Contracts information,
- Compliance documentation,
- Expense summaries,
- Fiscal transactions,
- Monitoring documentation,
- Administrative,
- Assessment information; and
- Reports.

System Maintenance

- Ability to enter, store, display, and summarize applications, reports and fiscal information to assist with management of Housing services, activities and compliance;
- Ability to store, display, and summarize individual program/project administration information;
- Ability to store, display, and summarize individual program contract information;
- Ability to enter, store, display, and summarize compliance information;
- Ability to transmit sub-recipient report information into HUD's reporting system, IDIS, as needed;
- Maintain all database and report elements created under this development proposal for term of contract;
- Modify database to add or remove fields, or improve presentation of data;
- Modify existing reports to meet City of Porterville's requirements;
- Promptly respond to customer service requests from City of Porterville and their clients throughout term of contract; and
- Promptly respond to request for assistance, training, or database repair.

Property Management

- Track property ownership from original developers through all subsequent owners
- Store documents related to the City's interest in the property, e.g. Deeds of Trust, Loan Documents, Agreements, etc.

- Track City financial interest in properties including, but not limited to, the original source of City funding, grant number/s, amounts, loan committee approvals, etc.
- Store documents related to any financial support for the project including, but not limited to, required grant or loan reports and agreements

Document Preparation

- The City will provide all document templates and provided updated forms as necessary to ensure that all documents meet grant terms and comply with all applicable laws and regulations.
- Occupancy report and associated letter generation.
- Loan Maturity Demand Letters

Monitoring Management

- Create form letters and documents required for annual monitoring
- Allow property owners to upload completed documentation for review and storage
- Notify property owners who have not completed the required monitoring

Custom Development

Any development, configuration, or customization requests that fall outside the standard scope of services shall be considered custom work and billed separately to this agreement. Such services may include but are not limited to:

- Development of new modules e.g. public services or housing modules
- Development of logic and reporting for new loan types requiring custom workflows
- Customized summary reports and exports
- Third-party integrations

Custom work shall be quoted and billed in accordance with Contractor's then-current annual professional services rate card, unless the Contractor elects to offer a fixed-fee or discounted pricing proposal for specific deliverables, in which case such offer must be documented in writing and mutually agreed to prior to commencement of the work. No custom development shall commence without prior written approval from the City.

Migration Services

In addition to these services CDS is offering additional access and priority migration to the City due to the term of the agreed contract. The City will be offered a seat at the table in actively driving the future product direction and functionality to fit their needs as long-term Development Partners. This includes

- 1:1 Sessions with the CDS 2.0 Product Lead to incorporate feedback and functionality specific to the loan module build out and reporting used by your jurisdiction

- Beta access to CDS 2.0 for review and feedback ahead of launch
- Priority migration to CDS 2.0
- Priority development of jurisdiction-specific user documentation and training materials for CDS 2.0
- 30-Day, and 90-Day Review sessions with adjustment post migration

Notifications

Automatically notify City staff 90-days before any changes in any terms, e.g. affordability term expiration, or loan maturity.

Integrations

CDS integrates with IDIS for all CDBG and HOME reporting.

Reporting

Run reports and queries from data submitted, (i.e. demographics, by developer, by planning area, etc.) Run reports on current and historical monitoring compliance by property and owner.

Change Requests

Our system is intended to cover all essential loan management activities. We will include items as requested by Staff in accordance with our scope of services and prioritized in accordance with our business capacity. New requests should be raised on a quarterly basis and discussed with your CDS account manager (Mike Walker).

EXHIBIT "B"

INSURANCE REQUIREMENTS

I. Professional Liability Insurance

- a. Vendor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. If the policy is claims made, any policy inception date, continuity date, or retroactive date must be on or before the effective date of this agreement, and Vendor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

II. Cyber Liability Insurance

- a. Cyber Liability Insurance with limits not less than \$1,000,000 per claim.
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

III. Commercial General Liability

- a. Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01 (or equivalent), in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the Client's coverage and be endorsed using ISO form CG 20 10 (or equivalent) to provide that Client and its officers, officials, employees, and agents shall be additional insureds under such policy or policies.
- b. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided the Client.

- c. Coverage shall state that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Coverage shall contain a waiver of subrogation in favor of the Client and its officers, officials, employees, and agents.

IV. Business Automobile Liability

- a. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than \$1,000,000 per accident.

V. Workers' Compensation and Employers' Liability

- a. Vendor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by Vendor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 each accident, \$1,000,000 by disease-policy limit, and \$1,000,000 by disease-each employee. In the alternative, Vendor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of Client. The insurer, if insurance is provided, or Vendor, if a program of self-insurance is provided, shall waive all rights of subrogation against Client and its officers, officials, employees, and agents for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be cancelled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Professional does not have any employees.

EXHIBIT "C"

Fee Schedule

I. Initial 5 Year Maintenance Fee Schedule

The annual service fee covers routine maintenance, standard updates, system support, and development of core reports and features as defined in the Scope of Services.

FY	Base Fee (Pre CPI)	Annual Fee including 3% fixed indexation
FY26	\$13,400	\$13,400
FY27	\$15,410	\$15,872
FY28	\$15,410	\$16,348
FY29	\$15,410	\$16,839
FY30	\$15,410	\$17,344
Total Contract Value	\$75,040	\$79,804



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Authorization to Purchase Replacement Mobile Data Terminals (MDTs) and Vehicle Docks for Police Vehicles

SOURCE: Police

COMMENT:

The Porterville Police Department currently relies on Mobile Data Terminals (MDTs) in patrol vehicles to support field operations, communications, and access to critical information. However, a portion of the existing MDT units are no longer supported by the manufacturer (Dell Technologies), resulting in the loss of essential firmware updates, security patches, and technical support. This poses a significant risk to operational continuity and data security.

Furthermore, the current vehicle docking systems are incompatible with modern MDT models, requiring the replacement of both the tablets and the docking stations to maintain reliable in-vehicle computing capabilities.

To address these issues, staff recommend replacing the obsolete equipment with updated technology. A quote was obtained from Dell Technologies (Quote No. 3000191961840.1) for the purchase of nineteen (19) Dell Latitude 7230 Rugged Extreme tablets along with nineteen (19) Havis vehicle docks specifically designed for compatibility with the new units.

Staff is requesting authorization to proceed with this critical technology replacement to ensure the continued effectiveness and security of field operations. This purchase will be made through the Dell NASPO Computer Equipment PA – California contract (Contract Code: C000001115143, Customer Agreement #: 23026/7-23-70-55-01). Use of the NASPO cooperative agreement ensures the City receives the lowest available pricing from Dell. The total cost of the equipment is \$76,236.93, plus tax. Funding for this equipment will be provided through the Equipment Replacement Fund.

RECOMMENDATION: That the City Council approve the purchase of nineteen (19) Dell

Latitude 7230 Rugged Extreme tablets and nineteen (19) Havis
Dell 7230 Rugged Tablet Vehicle Docks from Dell Technologies,
for a total cost of \$76,236.93, plus tax, to be funded by the
Equipment Replacement Fund.

ATTACHMENTS: 1. Dell Quote 3000191961840.1

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Richard Tree, Interim City Manager



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Aug. 02, 2025**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name:	Porterville 7230 Rugged	Sales Rep	Bruce Terry
Quote No.	3000191961840.1	Phone	1(800) 456-3355, 6178386
Total	\$76,236.93	Email	Bruce_Terry@Dell.com
Customer #	4023319	Billing To	ACCOUNTS PAYABLE
Quoted On	Jul. 03, 2025		CITY OF PORTERVILLE
Expires by	Aug. 02, 2025		291 N MAIN ST
Contract Name	Dell NASPO Computer		PORTERVILLE, CA 93257-3737
	Equipment PA - California		
Contract Code	C000001115143		
Customer Agreement #	23026 / 7-23-70-55-01		
Deal ID	29142017		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Bruce Terry

Shipping Group

Shipping To	Shipping Method
IT DIV CITY OF PORTERVILLE 291 NORTH MAIN ST PORTERVILLE, CA 93257-3737 (559) 791-7777	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Latitude 7230 Rugged Extreme	\$3,323.92	19	\$63,154.48
Havis Dell 7230 Rugged Tablet Vehicle Dock; Standard Port; Internal, Non-Isolated Power Supply; DS-DELL-901	\$684.55	19	\$13,006.45

Subtotal:	\$76,160.93
Shipping:	\$0.00
Environmental Fee:	\$76.00
Non-Taxable Amount:	\$76,236.93
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total: \$76,236.93

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Shipping Group Details

Shipping To

IT DIV
CITY OF PORTERVILLE
291 NORTH MAIN ST
PORTERVILLE, CA 93257-3737
(559) 791-7777

Shipping Method

Standard Delivery

Latitude 7230 Rugged Extreme

Estimated delivery if purchased today:

Jul. 21, 2025

Contract # C000001115143

Customer Agreement # 23026 / 7-23-70-55-01

Unit Price	Quantity	Subtotal
\$3,323.92	19	\$63,154.48

Description	SKU	Unit Price	Quantity	Subtotal
Latitude 7230 Rugged Extreme	210-BFQT	-	19	-
12th Gen. Intel Core i7-1260U (12 MB cache, 10 cores, 12 threads, up to 4.70 GHz, vPro)	338-CHIC	-	19	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	19	-
32 GB, 2 X 16 GB, LPDDR5, 5200MT/s, Integrated	370-AHKV	-	19	-
Integrated Intel Iris Xe Graphics for i7-1260U vPro Processor, 32GB DDR5 Memory with u-blox NEO-M9N GPS card	338-CGSJ	-	19	-
Intel vPro Technology Advanced Management Features	631-ADOX	-	19	-
512 GB, M.2 2230, PCIe NVMe, SSD, Class 35	400-BOLI	-	19	-
12" Touch 1200 nits WVA FHD (1920 x 1200) 100% sRGB Anti-Glare, Outdoor Viewable, front and rear cam, dual mic	391-BGZL	-	19	-
Intel(R) Wi-Fi 6 AX211 Wireless Driver (with Bluetooth)	555-BIFL	-	19	-
Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, MU-MIMO and Bluetooth® 5.3 wireless card	555-BIHY	-	19	-
4G module - CAT16 - Qualcomm® Snapdragon™ X20 LTE (DW5821e), T-Mobile, NMEA GPS port	556-BDJD	-	19	-
Hot surface warning label	389-ECGC	-	19	-
Primary 2 Cell 35.6 Whr Long-lifecycle 3 Year Battery	451-BCZK	-	19	-
65W AC adapter, USB Type-C, Eco-design	492-BDQZ	-	19	-
Fingerprint reader, Contactless Smartcard reader (NFC), removable SSD, with passive pen	346-BILL	-	19	-
E4 Power Cord 1M for US	537-BBDO	-	19	-
Setup and Features Guide	340-DCSZ	-	19	-
Battery slot cover	325-BERE	-	19	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	19	-
ENERGY STAR Qualified	387-BBLW	-	19	-
Custom Configuration	817-BBBB	-	19	-
Mix Packaging 65W L10 CTY WWAN 4G	340-DDEG	-	19	-
5MP front dedicated IR/RGB, 11MP rear with flash and microphone	319-BBJL	-	19	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	19	-
Hazardous Locations Certification	389-EFFU	-	19	-

Right hand side expansion port - USB-A	590-TFJW	-	19	-
Top expansion port, RJ45	590-TFKB	-	19	-
WLAN, WWAN, GPS Antennas (Pogo vehicle docking, RF passthrough)	555-BIFG	-	19	-
Intel Rapid Start and Smart Connect Technology	409-BCWQ	-	19	-
Rigid Handle	750-ADWQ	-	19	-
ProSupport: Next Business Day Onsite, 2 Year Extended	804-0499	-	19	-
ProSupport: Next Business Day Onsite, 3 Years	804-0500	-	19	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	19	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	19	-
Dell Limited Hardware Warranty Initial Year	997-6988	-	19	-
ProSupport: 7x24 Technical Support, 5 Years	997-6999	-	19	-
Keep Your Hard Drive, 5 Year	980-9314	-	19	-
Accidental Damage Service, 5 year	973-9201	-	19	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	19	-
Dell Additional Software	658-BFQB	-	19	-

Unit Price	Quantity	Subtotal
\$684.55	19	\$13,006.45

Havis Dell 7230 Rugged Tablet Vehicle Dock; Standard Port; Internal, Non-Isolated Power Supply; DS-DELL-901

Estimated delivery if purchased today:
Jul. 10, 2025
Contract # C000001115143
Customer Agreement # 23026 / 7-23-70-55-01

Description	SKU	Unit Price	Quantity	Subtotal
Havis Dell 7230 Rugged Tablet Vehicle Dock; Standard Port; Internal, Non-Isolated Power Supply; DS-DELL-901	AC366431	-	19	-

Subtotal:	\$76,160.93
Shipping:	\$0.00
Environmental Fee:	\$76.00
Estimated Tax:	\$0.00
Total:	\$76,236.93

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Authorization to Negotiate the Purchase of Police Vehicles and Associated Equipment

SOURCE: Police

COMMENT: Each year, the Police Department finds it necessary to replace aging vehicles in its fleet. A careful evaluation is made of each particular vehicle to determine the actual need for replacement. Department staff has conducted a thorough evaluation of the fleet, considering the age of the vehicles, mileage, maintenance costs, etc. In addition, the evaluation includes examining the assignment of vehicles to determine if reassignment of vehicles can increase overall efficiency and decrease costs.

As part of the evaluation, consideration was given to the fact that police vehicles and associated equipment still suffer from supply chain issues and locating vehicles. These issues have caused delays of several months, and sometimes years, to have a fully upfitted police vehicle deployed. The Police Department has been actively seeking out vendors for the purchase of vehicles and vendors who have the equipment to fully upfit them. The past practice of utilizing a single vendor for the purchase of police vehicles and /or a single vendor for the upfitting was also a factor in the delays. Staff is requesting that the City Council authorize the Police Department to have the ability to utilize approved vendors for both the purchase and upfit as needed to ensure the timely deployment of the emergency vehicles into service to respond to critical incidents.

Department Staff have identified 10 vehicles within the fleet that are at the end of life and require replacement. The vehicles are:

- | Unit | Vehicle Type |
|---------|---------------------------------|
| 1. 3325 | 2012 Toyota Tundra |
| 2. 3329 | 2014 Dodge Charger |
| 3. 3338 | 2014 Dodge Charger |
| 4. 3341 | 2016 Ford Explorer |
| 5. 3343 | 2016 Ford Explorer |
| 6. 3349 | 2016 Dodge Charger |
| 7. 3375 | 2019 Dodge Charger (K9 vehicle) |
| 8. 3335 | 2014 Dodge Charger |
| 9. 3336 | 2014 Dodge Charger |

10.3339 2014 Dodge Charger

Staff is requesting authorization to replace these vehicles with nine (9) Ford Police Explorer Interceptors (or similar models) and one (1) pickup truck. These vehicle costs will have a total cost not to exceed \$510,000, plus tax, license, and applicable fees. In addition to the vehicles themselves, department staff are requesting to upfit each vehicle with the necessary emergency equipment, modifications, radios, and other tools before placing the vehicles into service. Some of the equipment from outgoing vehicles will be salvaged to reduce costs.

The upfit of the vehicles will be done by an approved vendor for a total cost of \$280,000, plus tax and fees. In addition, the vehicles will require police radios from an approved vendor of choice, not to exceed a total cost of \$57,000, plus tax.

All the vehicles and equipment will be funded through the Police Department's Equipment Replacement/Depreciation Fund, which funds are currently available. Due to the unique purchasing parameters, staff is requesting a 10% contingency based on the total purchasing price and upfitting.

RECOMMENDATION:

That the City Council:

1. Authorize staff to purchase 10 police vehicles (9 Ford Police Explorer Interceptor models or similar, and one truck) to replace the noted vehicles from an approved vendor of choice, for a total cost not to exceed \$510,000, which is based on the Manufacturer's Suggested Retail Price plus tax, license, and applicable fees;
2. Authorize staff to complete the upfitting of said new vehicles with emergency equipment, modification, and tools, from an approved vendor of choice, for a total cost of \$280,000, plus tax and fees; and
3. Authorize staff to purchase ten police radios for the new vehicles from an approved vendor of choice, for a total cost of \$57,000, plus tax.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Richard Tree, Interim City Manager



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Authorization to Rent Temporary Mobile Office During Transit Center Renovation Project

SOURCE: City Manager's Office

COMMENT: The Transportation Department is preparing to renovate the Transit Center located at 61 W. Oak Avenue. The renovation project is expected to last approximately two months and will temporarily displace staff responsible for daily transit operations, including dispatching, field supervision, and employee break areas.

To maintain service continuity during this time, staff solicited quotes from three vendors for a temporary mobile office. The total estimated cost proposals received are as follows:

WillScot: \$8,166.55

United Rentals: \$10,871.51

Mobile Modular: \$17,333.10

In accordance with the City's procurement policy to award projects to the lowest qualified bidder, staff recommends contracting with WillScot, who submitted the lowest responsive and responsible quote.

The project will be fully funded through the City's State of Good Repair (SGR) grant, with no impact to the General Fund. The mobile office will be installed near the Transit Center and removed upon completion of the renovation.

RECOMMENDATION: That the City Council:

1. Authorize the rental of a temporary mobile office from WillScot in an amount not to exceed \$9,000 to be used by Transit Division staff during the Transit Center renovation project; and
2. Authorize staff to prepare a purchase agreement and execute the contract with WillScot; and

ATTACHMENTS:

1. WillScot Quote
2. United Rentals Quote
3. Mobile Modular Quote

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager



Your Sales Representative
Michael Hernandez
5599914295
michael.hernandez@willscot.com

Agreement Number: Q-2109204

Revision: 1

Date: 7/3/2025

Expiration Date: 8/2/2025

Master Lease Agreement and Order

Lessee: City of Porterville Transit 61 West Oak Avenue Porterville, CA 93257	Contact: Teresa Winning 61 West Oak Avenue Porterville, CA 93257, US Phone: 5593109400 Email: tortega@ci.porterville.ca.us	Ship To Address: 61 W Oak Ave PORTERVILLE, CA 93257, US Estimated Delivery Date :7/28/2025
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Rental Pricing Per Billing Cycle		Quantity	Price	Extended
44x12 Mobile Office or Similar	Restroom Included no tank/pump	1	\$ 1,300.00	\$ 1,300.00
Personal Property Expense		1	\$ 52.00	\$ 52.00
Basic Entrance Package - Steps		2	\$ 99.00	\$ 198.00
Window/Door Security Bundle - 40ft & Greater		1	\$ 95.00	\$ 95.00
Minimum Lease Billing Period: 2	Total Recurring Building Charges:			\$ 1,300.00
Billing Cycle : 28 days	Subtotal of Other Recurring Charges:			\$ 345.00
Total Recurring Charges Per Billing Cycle:				\$ 1,645.00
Total Recurring Charges Per Billing Cycle Including Estimated Taxes:				\$ 1,797.17

Estimated Delivery And Installation

Delivery - 12' wide	1	\$ 848.00	\$ 848.00
Return - 12' wide	1	\$ 848.00	\$ 848.00
Essentials Delivery Charge	1	\$ 200.00	\$ 200.00
CA Transport Delivery Fee	1	\$ 80.00	\$ 80.00
License fee	1	\$ 1.00	\$ 1.00
Prev Wage Setup	1	\$ 869.00	\$ 869.00
Prev Wage Knockdown	1	\$ 869.00	\$ 869.00
Fuel Surcharge Delivery	1	\$ 195.04	\$ 195.04
Fuel Surcharge Return	1	\$ 195.04	\$ 195.04
Total Delivery and Installation Charges:			\$ 4,105.08
Total Delivery and Installation Charges Including Estimated Taxes:			\$ 4,484.81

Estimated Final Return Charges*

CA Transport Return Fee	1	\$ 80.00	\$ 80.00
Due On Final Invoice*:			\$ 80.00
Due On Final Invoice Including Estimated Taxes*:			\$ 87.40
Total Including Recurring Billing Charges, Delivery, Installation and Return**:			\$ 7,475.08
Total Including Recurring Billing Charges, Delivery, Installation and Return Including Estimated Taxes**:			\$ 8,166.55

Summary of Charges

Model: 44x12 Mobile Office or Similar	Quantity: 1	Total Charges for (1) Building(s): \$ 7,475.08
		Total Charges for (1) Building(s) Including Estimated Tax: \$ 8,166.55

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, BUYER/LESSEE/CUSTOMER HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Initial	Recommended Items	Billing Frequency	Qty	Price	Extended
[]	Ramp - Knockdown & Return	Initial	1.00	\$ 1,562.00	\$ 1,562.00
[]	Basic Office Package	Recurring	4.00	\$ 99.00	\$ 396.00
[]	Basic Conference Package	Recurring	1.00	\$ 161.00	\$ 161.00
[]	Professional Cafe Package	Recurring	1.00	\$ 174.00	\$ 174.00

Williams Scotsman, Inc. 4646 East Van Buren St, Suite 400, Phoenix, AZ 85008

1-800-782-1500

Page 3 of 6



Your Sales Representative
Michael Hernandez
5599914295
michael.hernandez@willscot.com

Agreement Number: Q-2109204
Revision: 1
Date: 7/3/2025
Expiration Date: 8/2/2025

[]	Loss Damage Waiver (11/12)	Recurring	1.00	\$ 175.00	\$ 175.00
[]	ADA/IBC Switchback Ramp - 36ft & Larger	Recurring	1.00	\$ 735.00	\$ 735.00
[]	Data Hub - Rental	Recurring	1.00	\$ 142.00	\$ 142.00
[]	Ramp - Delivery & Installation	Initial	1.00	\$ 1,562.00	\$ 1,562.00



Your Sales Representative
Michael Hernandez
5599914295
michael.hernandez@willscot.com

Agreement Number: Q-2109204
Revision: 1
Date: 7/3/2025
Expiration Date: 8/2/2025

Master Lease Terms & Conditions

1. This Master Lease Agreement shall apply to any Order between Williams Scotsman, Inc. and/or any affiliate ("Lessor") and City of Porterville Transit ("Lessee") for any Equipment as defined below ("Agreement"). This Agreement and any Order governs Lessee's use of Lessor's Equipment. By (1) signing this Agreement, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable methods of acceptance, Lessee agrees to the terms of this Agreement.

2. Definitions

a. "Delivery Date" shall be defined as the date the Equipment was physically delivered. Within 48 hours of delivery, Lessee shall inspect the Equipment and notify Lessor in writing of any defects. Lessee must contact Lessor to relocate any Equipment and obtain Lessor's written consent prior to doing so. Lessee shall pay Lessor's relocation rates if the Equipment is moved without Lessor's written consent. Lessee acknowledges that delivery of Equipment may be in parts and not all at once.

b. "Equipment" means products leased from Lessor, which include Storage Containers, Refrigerated Storage Containers, Ground Level Offices ("GLO"), Modular Equipment, FLEX offices, Blast Resistant products, ancillary products and essentials, Additional Rental Equipment, and any additional products or services available for Lease from Lessor at the time of an Order. Any Lease for Equipment such as an Over the Road Trailer, Temporary Structure or other Equipment may be subject to an Addendum or Equipment specific terms and conditions. Lessee agrees Equipment shall not be used for residential occupancy.

c. "Lease" is defined as any Order for the Lease of Equipment by Lessee from Lessor.

d. "Lessee" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and affiliates of that company or entity (for so long as they remain affiliates), which have entered into an Order.

e. "Order" means a WillScot document or online Order forming an individual Lease, specifying the Equipment to be provided hereunder that is entered into between Lessee and Lessor or any of their affiliates, including any addenda and supplements thereto. By entering into an Order hereunder, the Lessee or its affiliate agree to be bound by the terms of this Agreement as if it were an original party hereto.

3. Lessee is responsible for all site conditions, use permits, and applicable Fees, and maintains sole responsibility for site selection, which shall be a flat, firm and open space, and prepared prior to Equipment Delivery as set forth in the Site Suitability Addendum, incorporated herein by reference.

4. If delivery of the Equipment is delayed through no fault of Lessor for a period of more than thirty (30) days from the confirmation date set forth in the Order, Lessee shall pay Lessor a storage fee equal to 50% of the Total Lease Charges for each thirty (30) day period of delay, or portion thereof, until the Equipment is delivered, in addition to any other Lease payments, charges and Fees due. Any such storage fees shall not affect commencement of the Minimum Lease Term.

5. Lessee is responsible to inspect and maintain the Equipment in good condition. Lessee shall use the Equipment in accordance with and be responsible for all maintenance as set forth in the Williams Scotsman Service Guide and/or any instructions contained in or on the Equipment.

6. Lessee shall maintain commercially reasonable insurance limits covering the Equipment's replacement cost. Lessee may obtain insurance for their contents at their discretion or can elect to participate in an optional third-party Contents Insurance Program provided through Lessor for a fee. Optional coverage programs offered to Lessee include General Liability, Loss Damage Waiver and Content Insurance. Details can be found at <https://www.willscot.com/the-essentials/insurance-and-waivers-package>.

7. Lessee shall provide no less than 15 days prior notice to schedule a pick-up date, and no less than thirty (30) days prior notice for any multi-floor Modular Equipment. Lessor shall not prorate any fraction of a Billing Cycle. Upon return, Lessee agrees to pay for all reasonable charges for cleaning, repair, and any damage beyond ordinary wear and tear. Lessee may have the option to pick-up and/or return certain Equipment, which shall be subject to signing an appropriate addendum.

8. LESSOR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND LESSEE AGREES THAT IT HAS SOLELY DETERMINED THAT THE EQUIPMENT ARE SUITABLE FOR LESSEE'S INTENDED USE. LESSEE LEASES THE EQUIPMENT "AS IS, WITH ALL FAULTS."

9. Each Party agrees to defend, indemnify, and hold the other harmless for any third-party claim arising from the alleged conduct of the other Party under this Agreement. Neither Party shall be liable to the other Party for any special, punitive, exemplary, indirect or consequential damages, losses or damages for lost revenues or profits whether foreseeable or not, arising out of, or in connection with this Agreement.

10. This Agreement shall supersede and replace all prior documents and agreements between the Parties.

11. Lessee shall be solely liable for any and all applicable sales and use, lease or rental, excise, gross receipts, transaction privilege, value-added, goods and services, or similar transactional tax, levy duty or assessment imposed by a taxing authority ("Taxes"). Lessee shall pay or shall reimburse Lessor for any Taxes related to the Equipment.

12. Lessee's failure to make timely payments, filing of bankruptcy, abandonment of the Equipment or other failure to comply with this Agreement is a default, allowing Lessor to immediately terminate this Agreement, at which time Lessor has the right to pick-up and remove the Equipment upon reasonable notice or as required by law.

13. Lessee shall be solely liable for any and all applicable pass-through charges for costs associated with the Equipment including, but not limited to, ad valorem, real property, and ownership tax/personal property taxes, licensing and titling Fees, and any other expenses and/or third-party Fees associated with the Equipment ("Fees").

14. Except as otherwise stated herein, Lessor may amend the terms and conditions of this Agreement and such amended terms shall be effective thirty (30) days after notice is provided to Lessee. If Lessee does not object in writing to such amended terms before their effective date, such terms shall be deemed accepted. Lessee may not amend or assign this Agreement unless agreed to in writing by Lessor. Lessee may not sublet Equipment subject to this Agreement unless agreed to in writing by Lessor.

15. Lessee acknowledges this is a True Lease, and that ownership and title of any Equipment remains with Lessor, and Lessee has no right to ownership or to transfer or sell the Equipment.

16. In the event of any dispute over this Agreement, the Parties agree to waive a trial by jury and that venue shall be in the County or Parish where the Equipment was originally delivered.

17. To the extent permitted by applicable law, Lessee irrevocably and unconditionally authorizes Lessor to charge all amounts due under this Agreement to any credit card provided by Lessee.



Your Sales Representative
Michael Hernandez
5599914295
michael.hernandez@willscot.com

Agreement Number: Q-2109204
Revision: 1
Date: 7/3/2025
Expiration Date: 8/2/2025

Billing & Payment Terms

1. Lessor reserves the right to request Payment in advance of the Delivery Date, and Lessee may be required to make payment in advance to secure its performance of this Lease. Advance payments may include initial, final and/or recurring charges and will be applied to applicable invoices. Lessor reserves the right to charge an administrative fee for special billing requests.
2. Invoices will be generated on a 28 Day Billing Cycle, in advance, with payment due no later than Due immediately after invoice issuance.
3. AMOUNTS UNPAID WHEN DUE SHALL BE CHARGED INTEREST OF UP TO 1½% PER BILLING CYCLE OF THE UNPAID AMOUNT FOR THE PERIOD UNPAID, AND AN ADMINISTRATIVE CHARGE PER BILLING CYCLE THE INVOICE REMAINS UNPAID.
4. Initial Invoice Charges may include first and last Billing Cycle charges, delivery and installation charges, estimated charges for pick-up, teardown and Equipment removal, as well as any fuel surcharges. Final charges for pick-up, teardown and Equipment removal will be finalized at the time of pick-up based on existing site conditions. Upon the expiration of the Minimum Lease Term, the Lessor may make changes to the Lease rate, pick-up, teardown, removal, fuel surcharges and/or other charges.
5. The Initial Invoice will be issued on the earlier of the confirmation date or Delivery Date. In the event Lessee requests a delay to the delivery, as agreed to in the Confirmation, the Initial Invoice will be issued solely for the Equipment lease charges and a Storage Fee equal to 50% of the Lease, and all remaining Initial Invoice Charges will be invoiced on the Delivery Date. Lessee agrees that upon Termination prior to the Minimum Lease Term, Lessee shall pay the remaining payments for the unfulfilled Minimum Lease Term, and any applicable charges related to the Equipment, plus all return charges.

Optional Insurance and Optional Coverage

General Liability Insurance

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Customer elects to participate in the General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts, subject to policy exclusions, that Lessee is legally obligated to pay due to bodily injury and property damage arising from the use and occupancy of Equipment leased from Lessor up to the policy limits. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

Loss Damage

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Loss Damage Waiver Program. Lessee understands and agrees that under this program and subject to any exclusions, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability for repair or replacement of the Equipment leased from Lessor resulting in loss or damage. Please refer to the LOSS DAMAGE WAIVER PROGRAM ADDENDUM for specific details on coverage, exclusions and restrictions on coverage. The Loss Damage Waiver is not and shall not constitute a contract for insurance.

Contents Insurance

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Contents Insurance Coverage Program, whereby Lessee will receive insurance coverage through Airpark Insurance ("Insurer") and administered by Falvey Insurance Group, Ltd. ("Falvey") as Managing General Agent of those Interested Underwriters at Lloyd's, London ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party property policy that, subject to policy exclusions, provides comprehensive contents coverage and adds an additional layer of protection for the stored contents up to the selected limit of coverage. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

Acceptance and Authority

Lessee represents and warrants they have the authority to agree to the terms and conditions stated in this Agreement by (1) signing this document, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable means methods and, by doing so, this Agreement shall become legally binding. Lessor will consider the Order rejected if changes have been made to the Order by Lessee.

Lessee: City of Porterville Transit

Signature:	Date:
Print Name:	Title:
PO#:	

BRANCH AJ3
2801 E BRUNDAGE LN
BAKERSFIELD CA 93307-2817
661-324-0060

250153593

Job Site

TRANSIT CENTER
61 W OAK AVE
PORTERVILLE CA 93257-3646

Office: 559-782-7451

CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE CA 93257-3737

Customer # : 769490
Quote Date : 07/08/25
Estimated Out : 07/23/25 09:00 AM
Estimated In : 09/17/25 09:00 AM
UR Job Loc : 61 W OAK AVE, PORTER
UR Job # : 21
Customer Job ID :
P.O. # : TBD
Ordered By : TERESA ORTEGA
Written By : RYAN UTT
Salesperson : RYAN UTT

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	9220130	OFFICE TRAILER 12X48 W/RR				1,215.00	2,430.00
1	922/1000	OFFICE TRAILER STEPS				60.00	120.00
1	999/9999	MISCELLANEOUS BULK INVENTORY EQUIPMENT ADA SWITCHBACK RAMP				300.00	600.00

Rental Subtotal: 3,150.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	SETUP OFFICE TRAILER SETUP AND TEAR DOWN	[SETUP/MCI] 600.000	EACH	600.00
12	ASSEMBLY/DISMANTLE LABOR TIE DOWNS INSTALL AND REMOVAL	[AD LABOR/MCI] 150.000	EACH	1,800.00
1	SETUP ADA RAMP DELIVERY, SETUP, TEAR DOWN AND PICKUP	[SETUP/MCI] 3500.000	EACH	3,500.00
1	DELIVERY RENTAL CONTRACT	[DELIVERY/MCI] 550.000	EACH	550.00
1	PICKUP ON RENTAL CONTRACT	[PICKUP/MCI] 550.000	EACH	550.00

Sales/Misc Subtotal: 7,000.00

Agreement Subtotal: 10,150.00

Tax: 721.51

Estimated Total: 10,871.51

COMMENTS/NOTES:

CONTACT: TERESA ORTEGA
CELL#: 559-258-0861

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



Mobile Modular Management Corporation
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-534840
Date of Quote	07/07/2025
Quote Expiration Date:	08/06/2025
Lease Term:	2 Months
Lessee PO#:	

Lessee Name and Billing Address	Site Information	Lessor Name
City Of Porterville Transit ("Lessee") 61 West Oak Avenue Porterville, CA 93257 Teresa Ortega Phone: (559) 258-0861 tortega@ci.porterville.ca.us	Teresa Ortega 555 North Prospect Street Porterville, CA 93257 Cell: (559) 258-0861 tortega@ci.porterville.ca.us	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Lessor") Questions? Contact: Merici Trujillo Direct Phone: 1 (925) 453-3125 merici.trujillo@mobilemodular.com

Equipment and Accessories	Qty	Monthly Rent	Extended Rent	Taxable
Office, 12x44 HCD (NonStd) (Non-Standard Configuration.Size excludes 3' towbar.)	1	\$1,894.00	\$1,894.00	Y
Filter Replacement Program	1	\$27.00	\$27.00	Y
RNT, Ramp	1	\$430.00	\$430.00	Y
RNT, Holding Tank (Waste)	1	\$440.00	\$440.00	Y
Damage Waiver	1	\$75.00	\$75.00	N
RNT, Holding Tank (Non-Potable Water)	1	\$810.00	\$810.00	Y
Equipment and Accessories Monthly Subtotal:				\$3,676.00

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Office, 12x44 HCD (NonStd) (Non-Standard Configuration.Size excludes 3' towbar.)				
Delivery	1	\$903.00	\$903.00	N
Delivery Pilot	1	\$521.00	\$521.00	N
Delivery Permit	1	\$142.00	\$142.00	N
Block and Level Building	1	\$1,360.00	\$1,360.00	N
Foundation, Installation	16	\$201.00	\$3,216.00	Y
Essential Material Handling Fee	1	\$75.00	\$75.00	N
Removal, Towbar/Hitch	1	\$214.00	\$214.00	N
Skirting, Install	112	\$32.00	\$3,584.00	Y
RNT, Install or Delivery	1	\$1,610.00	\$1,610.00	N
RNT, Install or Delivery	1	\$535.00	\$535.00	N
RNT, Install or Delivery	1	\$535.00	\$535.00	N
Modifications			\$0.00	
Charges Upon Delivery Subtotal:				\$12,695.00

Charges Upon Return	Qty	Charge Each	Total One Time	Taxable
Office, 12x44 HCD (NonStd) (Non-Standard Configuration.Size excludes 3' towbar.)				
Return	1	\$903.00	\$903.00	N
Return Pilot	1	\$521.00	\$521.00	N
Return Permit	1	\$142.00	\$142.00	N



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Prepare Equipment For Removal	1	\$1,360.00	\$1,360.00	N
Foundation, Removal	16	\$76.00	\$1,216.00	N
Cleaning Fee	1	\$450.00	\$450.00	N
Installation, Towbar/Hitch	1	\$214.00	\$214.00	N
Skirting, Removal	112	\$21.00	\$2,352.00	N
RNT, Removal	1	\$1,610.00	\$1,610.00	N
Estimated Charges Upon Return Subtotal:			\$8,768.00	
Total Estimated Charges				
Subtotal of Monthly Rent			\$3,676.00	
Personal Property Expense			\$0.00	
Taxes on Monthly Charges			\$333.14	
Total Charges per Month (including tax)			\$4,009.14	
Charges Upon Delivery (including tax)			\$13,323.96	
Estimated Charges Upon Return (including tax)*			\$8,768.00	
Estimated Initial Invoice*			\$17,333.10	
*Charges upon return will be charged at Lessor's then-current rates for lease terms greater than 12 months.				



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Special Notes



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12x44 2 offices and RR

Fire Related Items: Unless noted, fire related items (alarms, sprinklers, smoke & heat detectors, and fire-rated walls, etc.) are not included.

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. Material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up, any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.

Used building rental: Quotation is for a used or refurbished modular building. There may be variations in wall paneling, flooring, or other exterior and interior finishes. Dimensions are nominal unless otherwise stated.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the modular building on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.

HVAC Filter Replacement Program: Customer has selected the HVAC Filter Replacement Program. This service is incidental to the Lease of the Equipment and not included with any limited warranties. The additional charge for this service is included in the monthly rental rate reflected above. For this additional monthly charge, MMMC will mail three (3) HVAC filters on a quarterly basis. Customer shall be solely responsible for installation of the filters each month. Customer shall be responsible for charges that may result if Customer fails to properly replace HVAC filters on a monthly basis.

Tie-downs: Quantity and price may vary based on seismic source factor and site conditions. Patch and repair of site after removal is not included and is the responsibility of the Customer. Alternative non-penetrating seismic system is available for an additional charge. Wet-stamped engineering is available for an additional charge.

Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site.

Skirting: Skirting installation & removal is not included unless otherwise noted. When included, it is non-structural, non-fire rated and cosmetic only. Skirting pricing assumes a level site.

Buildings containing a restroom(s): Restrooms are not self-contained. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Holding Tank Water: When temporary water tanks are provided, please be advised that the water is non-potable and is considered unsafe for consumption.



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Temporary/Portable Holding Tanks: Lessor shall not be liable for loss or damage as a result of holding tanks that fill up more quickly than expected, or that overflow. Lessor strongly recommends that the equipment be connected directly to sanitary sewer lines.

Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Mobile Modular provides used/refurbished ramps - new ramps are available for purchase only.

Additional Information

- Quote is valid for 30 days.
- Lessee's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Lessee. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- For lease transactions, Lessor reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval. Security deposit and payment in advance may be required.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Estimated Equipment Value

The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.

Equipment Description	Qty	Estimated Equipment Value (each)
Office, 12x44 HCD (NonStd)	1	\$24,900.00



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This Lease Quotation and Agreement is entered into by and between Lessor and Lessee effective as of the date signed by Lessee. This Lease Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Lease Terms and Conditions** attached hereto; and
2. **Supplemental Lease Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.

IN THE EVENT THE LESSOR AND LESSEE HAVE ENTERED INTO A MASTER LEASE AGREEMENT, THE TERMS OF SUCH MASTER LEASE AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, ARE DEEMED A PART OF THIS AGREEMENT, AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THIS AGREEMENT.

By signing below, Lessee: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Lessor shall generate a Lease Agreement Number, which shall be referenced on all Lessor invoices.

No document provided by Lessee, including, without limitation, Lessee's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Lessee Forms**"), nor the terms and conditions associated with such Lessee Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement (or the Master Lease Agreement, as applicable) even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement (or the Master Lease Agreement, as applicable) shall prevail over any Lessee Forms, and any inconsistent or additional terms and conditions in Lessee Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

LESSOR:
Mobile Modular Management Corporation
a Division of McGrath RentCorp

LESSEE:
City Of Porterville Transit

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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LEASE TERMS AND CONDITIONS

- LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment (as defined below). The lease of any Equipment is governed by the terms of this Agreement. The Equipment is and shall remain the personal property of Seller.
- TERMS.** All capitalized terms used and not otherwise defined herein, will have the meanings set forth in this Agreement. As used in this Agreement, the following definitions shall apply: "**Accessories**" shall mean any additions, attachments, or accessories to the modular buildings, or ancillary services, provided by Lessor to Lessee and identified in this Agreement; "**Equipment**" shall mean the modular buildings, Accessories, and/or Services identified in this Agreement, together with any replacements, repairs, additions, attachments or accessories hereafter rented to Lessee under this Agreement.
- PAYMENTS AND PRICE ADJUSTMENTS.** Lessee agrees to pay to Lessor each payment specified herein on a net invoice basis. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. Prices will be increased by Lessor for unknown circumstances or conditions, including, but not limited to, driver waiting time, special transport permits, difficult site conditions and/or increases in fuel prices.
- LEASE TERM; EARLY TERMINATION.** The Lease Term and Monthly Rent, each of which are specified in this Agreement, shall commence on the date the Equipment is delivered to the Site (the "Start Rent Date"), unless a different date is mutually agreed upon in writing, and shall continue thereafter for the number of months specified in this Agreement as the Lease Term. Lessee agrees to pay the Total Charges per Month specified in this Agreement (as may be adjusted pursuant to Section 5 below) for each month during the Lease Term and any extensions thereof. A month is defined as thirty (30) calendar days; rent will be billed monthly unless otherwise specified in this Agreement (but rent shall be due and owing even in the absence of actual receipt by Lessee of an invoice or bill). In the event that Lessee terminates this Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor, in its sole discretion, following the receipt of the termination request. Such early termination fee may include, but shall not be limited to, charges related to the preparation of the Equipment for delivery and/or the rental value of this Agreement. In no event shall any such early termination fee exceed the total value of this Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. If Lessee delays delivery of the Equipment for any reason for thirty (30) days or longer from the original delivery date mutually agreed upon between both parties, Lessor may, in Lessor's sole discretion, charge Lessee a monthly storage fee equal to the Monthly Rent starting on the original delivery date, and/or terminate this Agreement, subject to the early termination provisions set forth above.
- EXTENSION OF LEASE TERM.** Upon expiration of the initial Lease Term set forth in this Agreement, the lease of the Equipment shall automatically be extended on a month-to-month basis until the Equipment is returned to Lessor. This Agreement does not expire and the terms and conditions hereof shall remain in full force and effect for any extension of the Lease Term, unless otherwise agreed upon by Lessor and Lessee in writing. Lessor may periodically revise the Total Charges per Month from those reflected in this Agreement if the lease of the Equipment is extended beyond the initial Lease Term. If the lease of the Equipment is extended beyond the initial Lease Term, Lessor may revise the charges for the Charges Upon Return from those specified in this Agreement to reflect Lessor's then-current market rates for such services.
- PREPARATION FOR REMOVAL OF THE EQUIPMENT.** Prior to the scheduled removal of the Equipment, Lessee shall, at a minimum: (a) provide clear access to the Equipment for Lessor to dismantle and remove the Equipment from the Site by industry-standard trucking methods; (b) disconnect all utilities; (c) remove all personal property of Lessee's from the Equipment; and (d) in the case of Equipment that includes plumbing, flush the plumbing lines clean and ensure that no foreign matter remains in any fixtures. Plumbing must be properly disconnected by Lessee at its sole cost and expense. Lessee will be responsible for costs of repair required by improper plumbing disconnection to the extent that the Equipment is damaged. Any components, parts or accessories supplied by Lessor must be returned with the Equipment. In the event that Lessee fails to meet the requirements herein, additional charges may be incurred by Lessee for additional labor, waiting time, or dry-runs in the event that Lessor is unable to return the Equipment as scheduled.
- RETURN OF EQUIPMENT.** Lessee must provide a minimum of thirty (30) days prior, written notice to Lessor when requesting to return the Equipment. Lessee is responsible for complying with the requirements set forth in the "Preparation for Removal of the Equipment" section of these Lease Terms and Conditions. Unless otherwise agreed upon by Lessor in writing, Lessee shall continue to be responsible for payment of the Total Charges per Month set forth in this Agreement (as may be adjusted pursuant to Section 5 hereto) until return of the Equipment to Lessor is completed. The Total Charges per Month will be prorated in one-half (1/2) month increments only. If the Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall be responsible for paying half of the Total Charges per Month; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall be responsible for paying the entire amount of the Total Charges per Month. The charges reflected in this Agreement for Charges Upon Return will be adjusted for any Lease Term longer than twelve (12) months or if the Lease is extended beyond the initial Lease Term, pursuant to Section 5.
- WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up and under normal use and regular service and maintenance by Lessee, shall be free from major defects in materials and workmanship that prevent any normal use and operation. Accessories supplied by Lessor pursuant to this Agreement but not owned by Lessor shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the Accessory owner, which Lessor hereby assigns to Lessee to the extent transferable. Lessor's liability under this warranty shall be limited to the replacement or repair of the defective Equipment (during Lessor's normal working hours), at Lessor's option; provided, however, that Lessee shall provide written notice of any failure or defect to Lessor within four (4) days after discovery, and within the applicable warranty period, and failure to provide such notice in a timely manner may result in a limitation of this warranty at Lessor's sole option. If Lessee does not grant clear, unobstructed access for any such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates. This warranty does not



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extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Lessor's facilities without prior written authorization from Lessor. **THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE LESSOR'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES, PROMISES, AFFIRMATION OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WHICH MAY BE DEEMED APPLICABLE TO THE EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL EQUIPMENT AND SERVICES ARE BEING PROVIDED "AS IS", "WHERE IS, WITH ALL FAULTS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO. LESSEE HAS SELECTED ALL EQUIPMENT FOR LESSEE'S INTENDED USE AND RECOGNIZES THAT LESSOR IS NOT A DESIGNER OR MANUFACTURER OF ANY EQUIPMENT.**

9. **TAXES.** Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.
10. **LOSS OR DAMAGE.** Upon delivery and until the Equipment is removed from the Site by Lessor or its authorized agent, Lessee assumes all risk of loss or damage to the Equipment. Should any Equipment damaged be capable of repair, the Equipment shall be repaired and restored to its condition existing prior to such damage, at Lessee's sole cost and expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of the Equipment, which payment obligation shall survive the termination of this Agreement.
11. **INSURANCE.** Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Lessor as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Lessor and its designees as additional named insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds or additional named insureds. The liability insurance policy shall contain coverage for all contractual indemnity obligations of Lessee set forth in this Agreement, cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.
12. **INDEMNIFICATION AND LIMITATION OF LIABILITY.**
- (a) **LESSEE ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "LESSEE PARTY," AND COLLECTIVELY, THE "LESSEE PARTIES") SHALL INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS LESSOR, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, CONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH A "LESSOR INDEMNIFIED PARTY," AND COLLECTIVELY, THE "LESSOR INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO, ARISING OUT OF OR IN CONNECTION WITH: (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY LESSEE PURSUANT TO THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF LESSEE SET FORTH IN THIS AGREEMENT; (2) THE OCCURRENCE OF ANY EVENT SET FORTH IN SECTION 13; (3) THE SELECTION, USE, POSSESSION, DELIVERY, RENTING, LEASING, SUBLEASING, OPERATION, TRANSPORT, MAINTENANCE, CONDITION, REPAIR, REPLACEMENT, REPOSSESSION, RETURN OR STORAGE OF ANY EQUIPMENT OR ANY SERVICES; (4) ANY FAILURE BY ANY LESSEE PARTY TO COMPLY WITH ANY APPLICABLE LAW IN CONNECTION WITH ANY EQUIPMENT OR THE SERVICES OR THIS AGREEMENT; (5) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A LESSEE PARTY CONTRIBUTED; OR (6) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY LESSEE PARTY FOR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT. THIS INDEMNITY SHALL APPLY EVEN IF SAID LOSSES ARE OCCASIONED, BROUGHT ABOUT OR CAUSED BY THE CONCURRENT NEGLIGENCE OF ANY LESSOR INDEMNIFIED PARTY, UNLESS A COURT OF COMPETENT JURISDICTION SHOULD DETERMINE THAT THE LOSSES WERE PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS OF A LESSOR INDEMNIFIED PARTY. IF THE FOREGOING**



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OBLIGATIONS ARE NOT ENFORCEABLE AGAINST LESSEE UNDER APPLICABLE LAW, LESSEE AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS LESSOR INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LOSSES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, TO THE EXTENT OF THE ACTS OR OMISSIONS OF THE LESSEE PARTIES' NEGLIGENCE OR WORSE CONDUCT. THIS INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

- (b) TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, LESSOR'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF RENTAL FEES AND ALL OTHER AMOUNTS PAID BY LESSEE AND RECEIVED BY LESSOR UNDER THIS AGREEMENT FOR THE EQUIPMENT AND/OR SERVICES, AND LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
13. **EVENTS OF DEFAULT; REMEDIES.** Each of the following shall constitute an "Event of Default": (1) failure by Lessee to make any payment within ten (10) days after its due date; (2) failure by Lessee to perform any other obligation under this Agreement, and the continuance of such default for ten (10) days after written notice thereof by Lessor to Lessee; (3) any material misrepresentation or false statement of fact by Lessee; (4) the loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or the commencement of any bankruptcy proceedings by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value of the Equipment hereof. Upon the occurrence of any Event of Default, Lessor may, without notice, exercise one or more of the following remedies: (1) declare all unpaid payments under this Agreement to be immediately due and payable; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability to Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of this Agreement or to recover damages for the breach hereof, including attorneys' fees and any other expenses paid or incurred by Lessor in connection with the repossession of the Equipment; (6) apply the security deposit specified in this Agreement ("Security Deposit") to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor; and/or (7) recover the replacement cost of any Equipment which Lessor is unable to repossess.. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement.

Lease Terms and Conditions, Rev. 07/01/2022



Mobile Modular Management Corporation
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-534840
Date of Quote	07/07/2025
Quote Expiration Date:	08/06/2025
Lease Term:	2 Months
Lessee PO#:	

DAMAGE AND DESTRUCTION WAIVER

This Damage and Destruction Waiver is an agreement between City Of Porterville Transit ("Lessee") and Mobile Modular Management Corporation, a division of McGrath RentCorp ("Lessor"), dated as of 07/07/2025 (the "Waiver"). This Waiver is hereby incorporated into and made a part of Lease Quotation and Agreement number Q-534840 (the "Lease Agreement").

Lessee and Lessor agree as follows:

Section 1. Defined Terms.

All terms that are capitalized in this Waiver shall have the meanings ascribed to such terms in the Lease Agreement unless otherwise defined in this Waiver.

Section 2. Modification to Lease Terms and Conditions (Attachment A).

This Waiver relates to and modifies certain provisions of the Lease Terms and Conditions (the "Lease Agreement") under which Lessee is leasing certain modular building(s) from Lessor (the "Equipment").

Section 3. Waiver.

- (a) For and in consideration of the payment of a fee described in Section 4 (the "Waiver Fee"), and subject to payment of any applicable deductible as required in Section 5, and the limitations on coverage in Section 6, (i) Lessee is relieved of any obligation or liability for any loss or damage to the Equipment as required by Section 7 of the Lease Agreement, in the event of loss or damage to the Equipment by any of the causes in Section 3(b) and (ii) Lessee is relieved from the duty to maintain certain insurance insuring for loss, damage or destruction of the Equipment ("Property Insurance") as required by Section 8 of the Lease Agreement.
- (b) Subject to the provisions of Section 3(a), this Waiver relieves Lessee of any obligation or liability for loss or damage to the Equipment in the event the Equipment is damaged by any of the following causes:
- i. Fire and smoke damage
 - ii. Lightning
 - iii. Windstorm/Tornado
 - iv. Flood
 - v. Hail
 - vi. Earthquake
 - vii. Explosions
 - viii. Collision with a vehicle

Section 4. Waiver Fee.

- (a) The Waiver Fee specified in the Lease Agreement shall be payable monthly during each month of the Lease Term and any extensions thereof.
- (b) This Waiver is effective upon payment of the Waiver Fee.
- (c) The failure to make payment of the Waiver Fee each month shall cause this Waiver to be terminated immediately as of the date that such Waiver Fee was payable without further action or notice by Lessor ("Waiver Termination").
- (d) In the event of a Waiver Termination, the obligations of the Lessee pursuant to Sections 10 and 11 of the Lease Agreement shall be immediately reinstated and applicable. Within five (5) days of such reinstatement of Section 11, Lessee shall provide proof of Property Insurance in which Lessee is named as an additional insured.

Section 5. Deductible.

Lessee shall pay a deductible on any damage to the Equipment per occurrence ("Deductible"). The applicable deductible amount shall be as set forth in the table below, based on the Estimated Insurance Value of the Equipment specified in the Lease Agreement. Provided that the cause of the damage to the Equipment results from a cause listed in Section 3(b) of the Waiver, Lessee shall not be liable for damage to the Equipment beyond the Deductible.

Estimated Insurance Value	Deductible
Less than \$50,000.00	\$2,500.00
Between \$50,001.00 and \$100,000.00	\$5,000.00
Between \$100,001.00 and \$250,000.00	\$10,000.00



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925-606-9000
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Lease Quotation and Agreement

Quote #	Q-534840
Date of Quote	07/07/2025
Quote Expiration Date:	08/06/2025
Lease Term:	2 Months
Lessee PO#:	

Above \$250,000.00

\$50,000.00

0

Section 6. Limitations on Waiver.

Notwithstanding the waiver for losses and damages enumerated in Section 3 of this Waiver, Lessee shall be liable for loss or damage to the Equipment as follows:

- (a) damage caused by the gross negligence or intentional acts of Lessee or its agents and employees;
- (b) damage to Equipment that is located within 15 miles of an ocean, gulf or bay, due to windstorms and floods, including but not limited to hurricanes;
- (c) damage to Equipment caused by a windstorm, not including a tornado, resulting from Lessee failing to secure or tie down the Equipment as recommended by Lessor;
- (d) damage to contents of the Equipment or any real or personal property attached to or adjacent to the Equipment;
- (e) theft or disappearance of the Equipment;
- (f) damages to the Equipment from Lessee's failure to limit or mitigate the continuation of damage to the Equipment;
- (g) liability for death or injury to any person;
- (h) damages for Lessee's unauthorized improvements or modifications or additions to the Equipment;
- (i) damages from graffiti, or other paint contamination or paint damage by any means;
- (j) damage to the Equipment caused by any condition or event not enumerated in Section 3(b) of this Waiver

Section 7. Liability Insurance.

This Waiver does not affect the obligation of Lessee to maintain General Liability insurance as specified in Section 8 of the Lease Agreement for any liability arising out of or relating to Lessee's Lease of the Equipment.

Section 8. Nature of Waiver.

This Waiver is not insurance. It is a contractual agreement that relieves Lessee from certain duties and liabilities upon the payment of the Waiver Fee. The Waiver does not extend to or relate to any damage or loss of property in, on or about the Equipment. The Waiver does not extend to any loss or damage to the Equipment caused by the intentional acts of Lessee. Lessee shall be responsible for and will pay to Lessor amounts equal to the loss or damage caused to or sustained by the Equipment as a result of the intentional acts of Lessee. The Waiver does not relieve or affect any liability that Lessee may have as a result of the use of the Equipment.

Section 9. Other Terms and Conditions of the Lease Agreement.

Except for the waiver of the provisions of Section 7 and Section 8 of the Lease Agreement, all other terms and conditions of the Lease Agreement remain in full force and effect and shall not be modified by this Waiver.

Section 10. Notice of Loss, Damage or Destruction of Equipment.

Lessee will promptly advise Lessor in writing of any loss, damage, or destruction of the Equipment. Such notice of loss must be made within one (1) business day of the day on which Lessee knows of or has reason to believe that the Equipment is the subject of any loss, damage or destruction.

Section 11. Termination of the Waiver.

Lessee and Lessor may each terminate this Waiver upon thirty (30) days prior written notice. The Waiver may also be terminated by Lessor upon the default of Lessee to pay the required Waiver Payment as provided by Section 2(b) and 2(c) of this Waiver.

Section 12. Counterparts.

This Waiver may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or with any electronic signature complying with the U.S. federal E-SIGN Act of 2000, (e.g. execution of this Waiver may be through an e-sign service www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.



Mobile Modular Management Corporation
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-534840
Date of Quote	07/07/2025
Quote Expiration Date:	08/06/2025
Lease Term:	2 Months
Lessee PO#:	

This Waiver is executed as of the day and year first above written.

LESSOR:

Mobile Modular Management Corporation
a Division of McGrath RentCorp

LESSEE:

City Of Porterville Transit

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Authorization to Advertise for Bids - Fire Station 72 Addition and Remodel Project

SOURCE: Engineering and Project Management

COMMENT: The Plans and Project Manual have been prepared for the Fire Station 72 Addition and Remodel Project. The project will consist of the remodel of the existing fire and the construction of an addition to the east side of the housing area as well as the engine bay of the station. This project is needed to accommodate increased shift staffing and the storage of modern equipment which is too large for the existing engine bays.

The Engineer's Estimate of Probable Cost for the project is \$4,002,000. An additional \$400,200 is necessary for construction contingency (10%), and \$97,800 is required for construction management, surveying, quality control, and inspection services (10%), equating to a total construction cost of \$4,500,000.

Funding for this project is provided from Measure I Funds.

RECOMMENDATION: That the City Council:

1. Approve staff's recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project;
3. Authorize the City Engineer to negotiate surveying services with one of the firms as approved by Council MO #17-041525; and
4. Authorize the City Engineer to negotiate materials testing services with one of the firms as approved by Council MO #18-041525.

ATTACHMENTS: 1. Locator Map

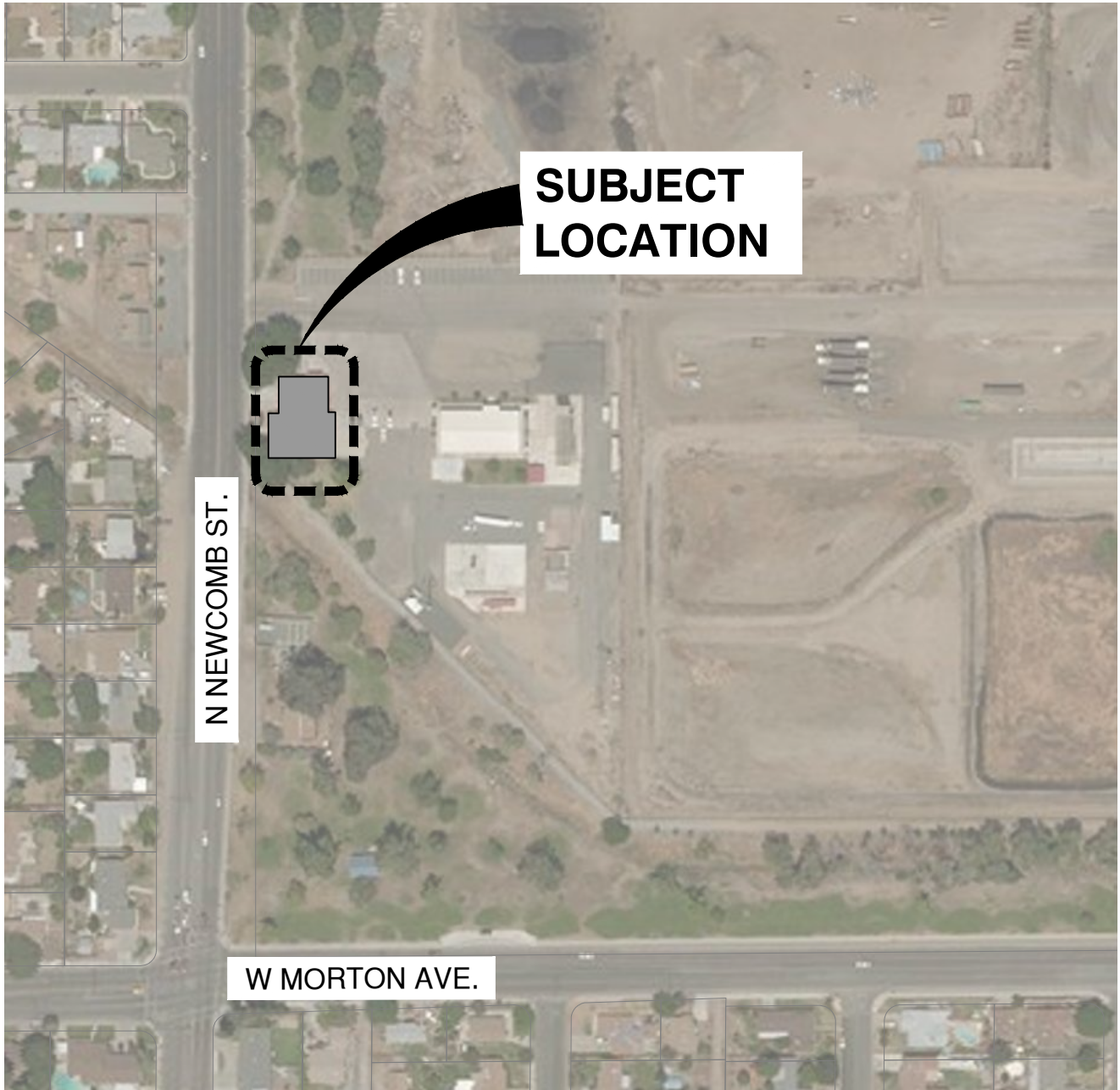
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Richard Tree, Interim City Manager



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

PROJECT LOCATION MAP
FIRE STATION 72

DRAWN BY	AC
CHECKED BY	
SCALE	N.T.S.
DATE	1/13/2022

SHEET
1
OF
1



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Authorization to Distribute Request for Proposals - HVAC Maintenance

SOURCE: Parks and Leisure Services

COMMENT: The City of Porterville is in need of a qualified firm(s) to provide professional Heating, Ventilation and Air Conditioning (HVAC) maintenance services for City buildings. It has been quite some time since the City has performed a Request for Proposals (RFP) for such HVAC maintenance services. It is the intent of this RFP to establish a term contract, with the possibility of multiple firms for the City of Porterville for City-owned facilities on a scheduled and as-needed basis. A draft RFP is provided as an attachment.

The contractor shall furnish all labor, equipment, tools, parts, materials and supplies required to repair existing systems and install new HVAC and HVAC-associated systems as well as scheduled inspections/ maintenance. This includes the provision of all replacement parts and component systems required for existing building HVAC systems in accordance with all original equipment manufacturer specifications. The Contractor will also be responsible for obtaining any necessary permits.

The objectives of the City for this RFP are as follows:

- A. The City will establish a periodic preventive maintenance program for all City facilities' HVAC systems, including emergency repairs and replacement.
- B. Cost-efficient and effective HVAC maintenance services.
- C. The contractor will respond to emergency services.
- D. Minimal interruptions to City operations.
- E. Ensure consistent and reliable HVAC maintenance services for all City-owned facilities.

RECOMMENDATION: That the City Council authorize staff to distribute a Request for Proposals for on-call HVAC maintenance service for City buildings.

ATTACHMENTS: 1. RFP HVAC Maintenance

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: Richard Tree, Interim City Manager



CITY OF PORTERVILLE
REQUEST FOR PROPOSALS FOR
HVAC MAINTENANCE

RFP No. 25/26-

The City of Porterville, (hereinafter "City") is initiating this Request for Proposals (RFP) to solicit Proposals from qualified firms to provide professional Heating, Ventilation and Air Conditioning Maintenance Services for City buildings, 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. It is the intent of this RFP to establish a term contract, with the possibility of multiple firms for the City of Porterville for City owned facilities on a scheduled and "as needed" basis. After evaluation and award of the contract(s) the City intends to have multiple contractors to perform the services mentioned in the scope of work. 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:
4:00 p.m., PST Friday, August 15, 2025

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

Email Subject: RFP No. 25/26- HVAC Maintenance

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:

RFP documents 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 RFP process will be handled electronically through the Public Purchase website. Proposals packets may be submitted through the Public Purchase website and can also be submitted by email in a PDF format to parks_leisure@ci.porterville.ca.us. (Do not email Zip files.)

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 qualified firms to provide professional Heating, Ventilation and Air Conditioning Maintenance Services for City buildings 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 firm(s) 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 Contractor shall be appropriately licensed by the State of California for HVAC work and shall provide evidence of his or her engagement in the HVAC business for a minimum of three (3) years. They must also demonstrate that an adequate number of employees and equipment are maintained to satisfactorily perform scheduled and emergency services twenty-four (24) hours per day, 365 days per year; who are skilled, responsible persons; who in a manner and character are suitable to a business administering to the type of patronage expected by a City Contractor.

The Proposer must also possess strong communication skills; have 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 term of the contract will be from October 1, 2025 through September 30, 2028. The contract may be canceled or any portion thereof at any time during the term of service and such cancellations shall be effective upon giving sixty (60) days written notice. The City, may renew this contract, if mutually agreed upon by both parties, for up to three, one-year periods, beginning on October 1, 2028. This option will be exercised only if the Contractor has demonstrated superior performance in provision of HVAC Maintenance and Repair Services to the City.

IV. SCOPE OF SERVICES

Proposer shall demonstrate adequate qualifications and experience in performing the following work required for maintaining all mechanical systems and equipment at various City facilities as listed. Services will include a designated number of on-site visits per year in accordance with negotiated agreement and scope of work. The final scope of work may be adjusted after a complete survey and audit of each system by the selected Proposer(s). Proposers may only submit proposals for the entirety of services requested. Proposals that omit portions of specific work will not be considered. Any subcontractors or combination of subcontractors must be listed in the appropriate area of the proposal. Maintenance, repair, and installation of new equipment will include labor, parts, tools, equipment, miscellaneous materials and supervision to facilitate the general maintenance, standard repair and emergency repair. All work must be performed in compliance with all applicable laws, regulations and

codes. The Contractor will be responsible for obtaining any necessary permits. The contractor shall furnish all labor, equipment, tools, parts, materials and supplies required to repair existing systems and install new HVAC and HVAC associated systems as well as scheduled inspections/ maintenance. This includes the provision of all replacement parts and component systems required for existing building HVAC systems in accordance with all original equipment manufacturer specifications. The objectives of this RFP shall include, but not be limited to:

- A. The City will establish a periodic preventive maintenance program for all City facilities' HVAC systems, including emergency repairs and replacement.
- B. Cost-efficient and effective HVAC maintenance services.
- C. The contractor will respond to emergency services.
- D. Minimal interruptions to City operations.
- E. Ensure consistent and reliable HVAC maintenance services for all City-owned facilities.

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 **Thursday, August 7, 2025**, through <https://www.publicpurchase.com>.

VIII. RESPONSE DATE

All Proposals shall be received by the City of Porterville by **4:00 p.m. PST on Friday, August 15, 2025** through the Public Purchase website, or submitted by email in a PDF format to parks_leisure@ci.porterville.ca.us. (Do not email Zip files.)

IX. PROPOSALS

To be considered, Proposers must submit a complete response to this RFP in the manner and timing described herein.

X. SELECTED COMPANY OR INDIVIDUAL RESPONSIBILITIES

The selected firm(s) 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 firm(s) 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 firm(s) 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 – JULY 15, 2025

SUBJECT: Authorization to Award Project - Main Street Reconstruction Project, Phase 2B (Olive Ave to Garden Ave)

SOURCE: Engineering and Project Management

COMMENT: On July 8, 2025, staff received three (3) bids for the Main Street Reconstruction Project, Phase 2B (Olive Ave to Garden Ave). This project includes the removal and replacement of existing asphalt. This project also includes the installation of new barrier curb and gutter, detectable warnings, and conduit for a fiber optic line.

The Engineer's Estimate of Probable Cost for the project was \$1,194,595. The low bid presented by MAC General Engineering, Inc of Exeter is \$725,174.93, which is 39.3% less than the Engineer's Estimate. An additional \$72,517 is necessary for construction contingency (10%), and \$72,517 is required for construction management, surveying, quality control, and inspection services (10%), equating to a total construction cost of \$870,208.93.

Funding for this project is provided from the Road Maintenance Rehabilitation Account (SB1/Special Gas Tax Funds) in an amount up to \$1,444,898.

The bids are as follows:

<u>Contractor</u>	<u>Bid Amount</u>
MAC General, Inc	\$725,174.93
Archer Civil Construction, Inc	\$891,569.52
Cal Valley Construction, Inc	\$919,879.00

Staff has found the low bid acceptable.

RECOMMENDATION: That the City Council:

1. Award the Main Street Reconstruction Project, Phase 2B (Olive Ave to Garden Ave) to MAC General, Inc in the amount of \$725,174.93;
2. Authorize progress payments up to one hundred percent (100%) of the contract amount;

3. Authorize a ten percent (10%) contingency to cover unforeseen costs; and
4. Authorize an additional ten percent (10%) for construction management, surveying, quality control and inspection services.

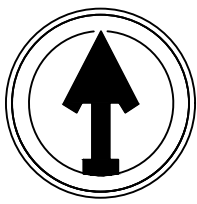
ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Richard Tree, Interim City Manager



NORTH

0 150'



SCALE: 1"=150'

CITY OF PORTERVILLE
ENGINEERING DIVISION

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

MAIN STREET RECONSTRUCTION
PHASE 2B

DRAWN BY	JG
CHECKED BY	SW
SCALE	1" = 150'
DATE	05/28/2025

SHEET
1
OF
1



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Acceptance of Project - Thurman Avenue & Third Street Storm Drain Project

SOURCE: Engineering and Project Management

COMMENT: 99 Pipeline, Inc has completed the Thurman Avenue & Third Street Storm Drain Project per plans and specifications. The project included approximately 1500 lineal feet of storm drain piping, connection to existing storm drain manholes, construction of new storm drain manholes, trench patching, and related appurtenances. The project also included approximately two hundred (200) lineal feet of sewer main replacement.

Staff tracks construction costs of all capital improvement projects and reports project construction expenditures when the project is accepted by the City Council. At its meeting on August 4, 2020, Council authorized an expenditure of \$1,351,050 for construction, construction management, quality control and inspection services for this project. The following itemizes the construction-related costs into two categories: 1) the construction contract, and 2) a combination of construction management and quality control.

1. Final Construction cost are \$1,301,797.86
2. Construction management, quality control and inspection services costs are \$49,163.73

Total project construction costs equate to \$1,350,961.59, which is less than the \$1,351,050 overall budget approved by Council. Funding for this project is from Local Transportation Funds (LTF) and Sewer Revolving Funds (SRF).

99 Pipeline, Inc requests that the City Council accept the project as complete. Staff reviewed the work and found it acceptable.

RECOMMENDATION: That the City Council:

1. Accept the project as complete; and
2. Authorize the filing of the Notice of Completion by the City Clerk.

ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Richard Tree, Interim City Manager



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

THURMAN AVENUE AND
THIRD STREET STORM
DRAIN PROJECT

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



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Authorization to Execute Agreement for Permitting and Licensing Software

SOURCE: Engineering and Project Management

COMMENT: The City of Porterville currently utilizes the EnerGov software platform by Tyler Technologies to manage its permitting functions. Over the years, the system has undergone several updates, resulting in the loss of key functionalities and diminished user efficiency. On February 18, 2025, City Council approved the execution of an agreement with Granicus for their SmartGov permitting and licensing software. Shortly after kicking off this process, staff became aware of mass layoffs within the company and this indefinitely delayed our project. City staff chose to cancel that agreement and ask for a full refund of our payment.

In alignment with the City's commitment to improving operational efficiency and public service delivery, staff evaluated alternative permitting software platforms that are available through pre-approved purchasing lists such as the California Multiple Award Schedules (CMAS), U.S. Communities list, etc. Multiple software providers were reviewed through demonstrations and staff input sessions. Based on usability, cost, integration potential, and public accessibility, OpenGov emerged as the preferred solution.

OpenGov's cloud-based platform is designed to provide an intuitive user experience for both staff and the public, which is expected to reduce counter time, enhance productivity, and improve transparency. In addition to permitting and licensing, OpenGov offers scalable modules for budgeting, financial management, asset tracking, and procurement, providing potential for future system consolidation.

OpenGov software will be procured through Vertosoft LLC, an authorized reseller participating in the NCPA (National Cooperative Purchasing Alliance) and OMNIA Partners cooperative procurement contracts. The City of Porterville, as a participating member of OMNIA, is eligible to utilize Contract #01-165 for this procurement, thereby ensuring compliance with public procurement regulations and saving time and administrative costs associated with a formal RFQ/RFP process.

The quote received from Vertosoft (Quote #Q-12861) includes the following

components:

- Permitting and Licensing Software - Year 1 (2025 partial year): \$150,122.33
- Permitting and Licensing Software - Year 2 (2026 full year): \$93,622.68
- Total Contracted Amount: \$243,745.01

A significant portion of the Year 1 cost includes professional services to ensure proper implementation, configuration, and staff training.

Funding for this contract is approved in the Fiscal Year 2024-2025 budget for Year 1 through the General Fund and Year 2 will be proposed in the 2025-2026 budget, also utilizing the General Fund.

RECOMMENDATION: That the City Council authorize the Engineering and Project Management Director to execute a purchase agreement with Vertosoft LLC for the acquisition of OpenGov Permitting and Licensing Software and associated professional services, in the amount of \$243,745.01.

ATTACHMENTS: 1. OpenGov Quote for Porterville
 2. OpenGov Statement of Work

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Richard Tree, Interim City Manager



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Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 7/7/2025, 12:57 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - City of Porterville, CA

Contract: NCPA - OMNIA 01-165

Quote #: Q-12861
Expires On: 7/18/2025

Ship To
City of Porterville, CA
Javier Sanchez
jsanchez@ci.porterville.ca.us

Quote For:
Name:
Company: City of Porterville, CA
Email:
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 7/15/2025
Overall POP End Date: 12/31/2026

Term 1 07/15/2025-12/31/2025

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWCZ-B200300M-AR-1Y	Permitting & Licensing: Add-On Bundle - Between \$200-300 Million - 1Y	1.00	\$3,419.69	\$3,419.69
OG-TWCQ-B200300M-AR-1Y	Permitting and Licensing - Building Essentials Without Fire - Between \$200-300 Million - 1Y	1.00	\$23,051.29	\$23,051.29
OG-TWER-B200300M-AR-1Y	Permitting and Licensing - Business Licenses Additional Service Area - Between \$200-300 Million - 1Y	1.00	\$14,833.75	\$14,833.75
OG-PSBG-B200300M-OT-0Y	Professional Services Deployment - Prepaid - Between \$200-300 Million - 0Y	460.00	\$236.56	\$108,817.60
Term 1 TOTAL:				\$150,122.33

Term 2

01/01/2026-12/31/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWCZ-B200300M-AR-1Y	Permitting & Licensing: Add-On Bundle - Between \$200-300 Million - 1Y	1.00	\$7,751.16	\$7,751.16
OG-TWCQ-B200300M-AR-1Y	Permitting and Licensing - Building Essentials Without Fire - Between \$200-300 Million - 1Y	1.00	\$52,248.83	\$52,248.83
OG-TWER-B200300M-AR-1Y	Permitting and Licensing - Business Licenses Additional Service Area - Between \$200-300 Million - 1Y	1.00	\$33,622.69	\$33,622.69
Term 2 TOTAL:				\$93,622.68

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Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.



Statement of Work

City of Porterville, CA

Creation Date: 6/23/2025
SoW Expiration Date: 9/23/2025
Document Number: PS-09268.1
Created by: Dean Simpson

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OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for City of Porterville, CA ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in [Exhibit 1: Implementation Activities](#). Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

1. Project Scope

Under this project, OpenGov will deliver cloud based solutions (detailed list in ["Exhibit 1"](#)). OpenGov's estimated charges and schedule are based on performance of the activities listed in the ["OpenGov Responsibilities"](#) section below. Deviations that arise during the project will be managed through the procedure described in [Section 14](#).

2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

Adjustments to the deliverables in [Exhibit 1](#) may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

3. Project Delivery

3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. Project Understanding

4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in [Section 14](#)), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.

4.3. The customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.

4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

6.5.1. Weekly status reports

6.5.2. Project Plan

6.5.3. Project Charter, defining project plan and Go-live date

6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

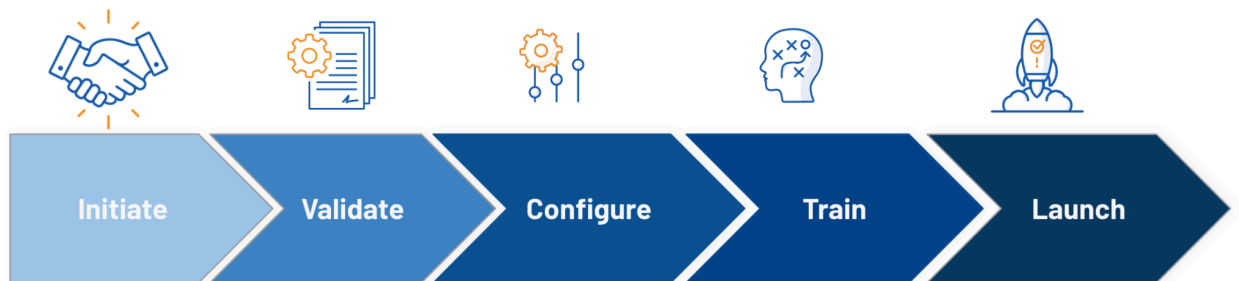
7.3.1. Identification of an issue impeding deployment progress or outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. The resolution will be documented and signed off.

8. OpenGov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

8.1. Initiate

8.1.1. OpenGov will provide customer entity configuration.

8.1.2. OpenGov will provide system administrators creation.

8.1.3. This activity is complete when the customer has access to their site.

8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

8.2. Validate

8.2.1. OpenGov will create a Solution Blueprint.

8.2.2. OpenGov will confirm the Data Validation strategy.

8.2.3. This activity is complete when the Solution Blueprint is presented to the customer.

8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

8.3. Configure

8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.

8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.

8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

8.4. Train

8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.

8.4.2. OpenGov will provide Administrator training.

8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).

8.4.4. Customer will sign-off that training has been completed.

8.5. Launch

8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.

8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by the customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

- 9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.
- 9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

10. Customer's Project Manager

- 10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.
- 10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).
- 10.3. Identify and assign Subject Matter Experts (SME).
- 10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.
- 10.5. Participate in project status meetings.
- 10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.
- 10.7. Resolve deviations from the estimated schedule.
- 10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.
- 10.9. Administer the Change Order Process with the Project Manager, if applicable.

11. Acceptance Procedure

- 11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.
- 11.2. Customer's Project Manager will have decision authority to approve/reject all Project Criteria, Phase Acceptance and Engagement Acceptance.
- 11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- 11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.
- 11.5 Both OpenGov and Customer recognize that failure to complete tasks and

respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

Permitting & Licensing

Phase	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Initiate	Project Preparation and Kick Off								
Validate	Requirements Matrix, Validation Workshop								
Configure	Record Type 1								
	Record Type 2								
	Record Type 3								
	Data Migration								
	Integrations								
Train	Administrator Training								
	End User Training								
Launch	Go Live, HyperAdoption, Project Closure								

14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion.

14.2.2. Sign off process.

14.2.3. Cost of change and/or invoice timing.

14.2.4. Amending the SOW to correct an error.

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.

14.2.6. Change in type of OpenGov resources to support the SOW.

14.3. The approval process for a Change Order is as follows:

14.3.1. Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off.

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Exhibit 1: Implementation Activities

Permitting & Licensing

Use Cases for Permitting & Licensing:

- Building Permits & Inspectional Services
- Fire
- Public Works: Right-of-Way Permits, Waste/Water Management, etc

Initiate

Provisioning Permitting & Licensing Platform

OpenGov will:

- OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Data Initiation

OpenGov will:

- Provide the needed data and format to the customer.
- Discuss data needs for the foundational initiation of the software.
- Assign a Project Manager once the data has been collected.

Customer will:

- Provide the required data in a timely manner.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
 - o Review deliverables

- o Review technical requirements
- o Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on project plan.

Configure

Record Types Deliverables

OpenGov will configure the following standard record types, including sub-types, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Building and Inspectional Services Service Area

Seven (7) record types from the following list:

- Residential Building Permit
- Commercial Building Permit
- Electrical Permit
- Mechanical Permit
- Plumbing Permit
- Pool Permit
- Grading Permit

Fire Service Area

One (1) record types from the following list:

- Fire Permit

Public Works Service Area

One (1) record types from the following list:

- Public Works Permit

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

Completion Criteria

- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

Data Deliverables

Master Address Table (MAT) Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate MAT information.
- Import the completed template file and validate against the completed template file.

Customer will:

- Populate and validate the MAT template.

Completion Criteria

- Customer sign-off that the Master Address Table has been configured.

ESRI ArcGIS Server Integration

OpenGov will:

- Integrate with the Customer's ArcGIS public API endpoint.

Completion Criteria

- Customer sign-off on the ESRI Integration.

GIS Flag Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate GIS Flag information.
- Import the populated template file after acceptance.
- Enable the GIS Flag Integration.

Customer will:

- Populate and validate the flag template file.

Completion Criteria

- Customer sign-off on the GIS Flag Integration.

Accounting and Finance Export

OpenGov will:

- Provide an export of financial data, based on the Customer's provided format, to the Customer's FTPS as often as nightly.

Customer will:

- Agree upon specifications prior to export.

Completion Criteria

- Customer sign-off on the Accounting and Finance Export.

Autofill Integration

OpenGov will:

- Provide up to three (3) Autofill, using source data from OpenGov or provided by the Customer.

Customer will:

- Provide the source data, if applicable.
- Agree upon specifications prior to upload.

Completion Criteria

- Customer sign-off on the Autofill Integration.

State Contractor Integration

OpenGov will:

- Integrate with the California licensed professional dataset for use within OpenGov.

Completion Criteria

- Customer sign-off on the State Contractor Integration.

Single Sign On (SSO) Integration

OpenGov will:

- Provide the SSO enablement form.
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provider required to establish SAML or HTTPS certification and add OpenGov as a new application in the identity provider.

Completion Criteria

- Customer sign-off on the SSO Integration.

Data Migration

OpenGov will:

- Perform historic data migration from Energov using flat files provided by and mapped by the customer.
- Set up historical record types, historical data will be migrated prior to the initial data load.
- Provide a report of unmatched locations
- Provide instructions for customer validation of data migration.
- Provide up to two (2) format changes for each integration file, allowing for necessary edits to be made during the testing and validation process.

OpenGov Assumptions:

- Data Migration does not exceed 250,000 records.
- Data Migration does not include database backup files.
- Data Migration does not include cleansing of corrupt data, creation or linking of applicant accounts, integration of historical fees and payments into workflow or financial reports, logs of permit changes, migration of data into the workflow, permit attachments, import of contractor database, or hierarchical relationships between records.

Customer will:

- Complete the OpenGov provided data templates within three (3) weeks of request.
- Validate data deliverables within three (3) weeks of request.
- Configure Record Types to align with the Project Plan's Go Live and cutover to ensure the migration encompasses all records from the legacy system.
- Sign off on data load.

Completion Criteria

- Customer sign-off that the Data Migration has been completed.

Document Migration

OpenGov will:

- Migrate documents attached to either migrated permits or locations provided through a Master Address Table (MAT) integration.

OpenGov Assumptions:

- Document Migration does not exceed 1TB.

Completion Criteria

- Customer sign-off that the Document Migration has been completed.

Train

Administrator Training

OpenGov will:

- Provide up to twelve (12) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
 - Setting up the public portal
 - Employee app settings
 - Creating and editing record types
 - Managing Forms
 - Editing Documents
 - Creating Workflows
 - Setting up Inspections
 - Reporting & Transparency
 - Download and upload data
 - How to create reports and dashboards
 - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- Administrator Training has been conducted.

End User Training

OpenGov will:

- Provide up to sixteen (16) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
 - Navigation of the system
 - Manage inbox and tasks
 - Take payments
 - Conduct inspections
 - Create records
 - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- End User Training has been conducted

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of HyperAdopt support from the OpenGov Project Team post Go-Live to ensure successful adoption.

Customer will:

- Identify issues and attend sessions

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Permitting & Licensing Technical Requirements

Master Address Table

- All addresses must have a unique ID
- Flat file, .csv, .xls, .xlsx, .txt with headers
- Parcels and address points recommended
- Recommended source data: Esri GIS, Alternative source options include: Assessor's database, E911

ESRI ArcGIS

- A single publicly-accessible secure ESRI REST API URL

ArcGIS Flags

- Polygon Layer(s) via ESRI REST API URL, Polylines and points are not supported
- Flags will be populated via the same Publicly-accessible secure ESRI REST API URL as provided for the ESRI ArcGIS integration.

Financial and Record Exports

- Required format (columns) and sample document

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

Historical Data

- Flat file, .csv, .xlsx with headers
- Record type and status mapping using OpenGov template

Historical Documents

- Flat file, .csv, .xlsx with headers
- One row per document. All rows must be tied back to the MAT's unique ID field and have a file path or publicly accessible URL.
- Special characters, outside of the following list, are not supported and will be removed from file names upon migration to OpenGov.
 - Alphanumeric characters
 - A-z
 - A-Z
 - 0-9
 - Special characters
 - Exclamation point (!)
 - Hyphen (-)
 - Underscore (_)

- Period (.)
- Asterisk (*)
- Single quote (')
- Open parenthesis ((
- Close parenthesis ())

SSO

- SAML or HTTPS certificate, Whitelist OpenGov in Customer VPN or firewall



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Authorization to Initiate Naming Process for Fourth Street Park and Community Center

SOURCE: Parks and Leisure Services

COMMENT: Construction will soon begin on a new park and community center to be located just east of the intersection of Henderson Avenue and Fourth Street. Construction is expected to be completed by late 2026. Highlights of the community center include a multi-use gymnasium, racquetball court, youth center, study room, and Leisure Services office. Park features will include a splash pad, pump track, mini-pitch arena, climbing rock, challenge fitness course, playground, picnic shelter, fitness equipment, public art, and more.

The last time a facility was named through the Parks and Leisure Services Department was in 2014 for Fallen Heroes Park. At that time, the City Council directed staff to conduct a community-wide contest to solicit potential names. The Parks and Leisure Services Commission reviewed the names submitted through the survey and narrowed the list down to five finalists, which were then forwarded to the City Council for final selection. The process was well-received by the community.

At its meeting on May 1, 2025, the Parks and Leisure Services Commission voted unanimously to recommend a similar process be used to select a name for the new park and community center. The Commission further recommended that each name submission include a brief explanation of the name's significance.

RECOMMENDATION: That the City Council direct staff to conduct a community survey to solicit potential name options for the Fourth Street Park and Community Center, with all submissions reviewed by the Parks and Leisure Services Commission and a final list forwarded to the City Council for selection.

ATTACHMENTS: 1. Back view

2. Front view
3. Community Center Site Plan (1)
4. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

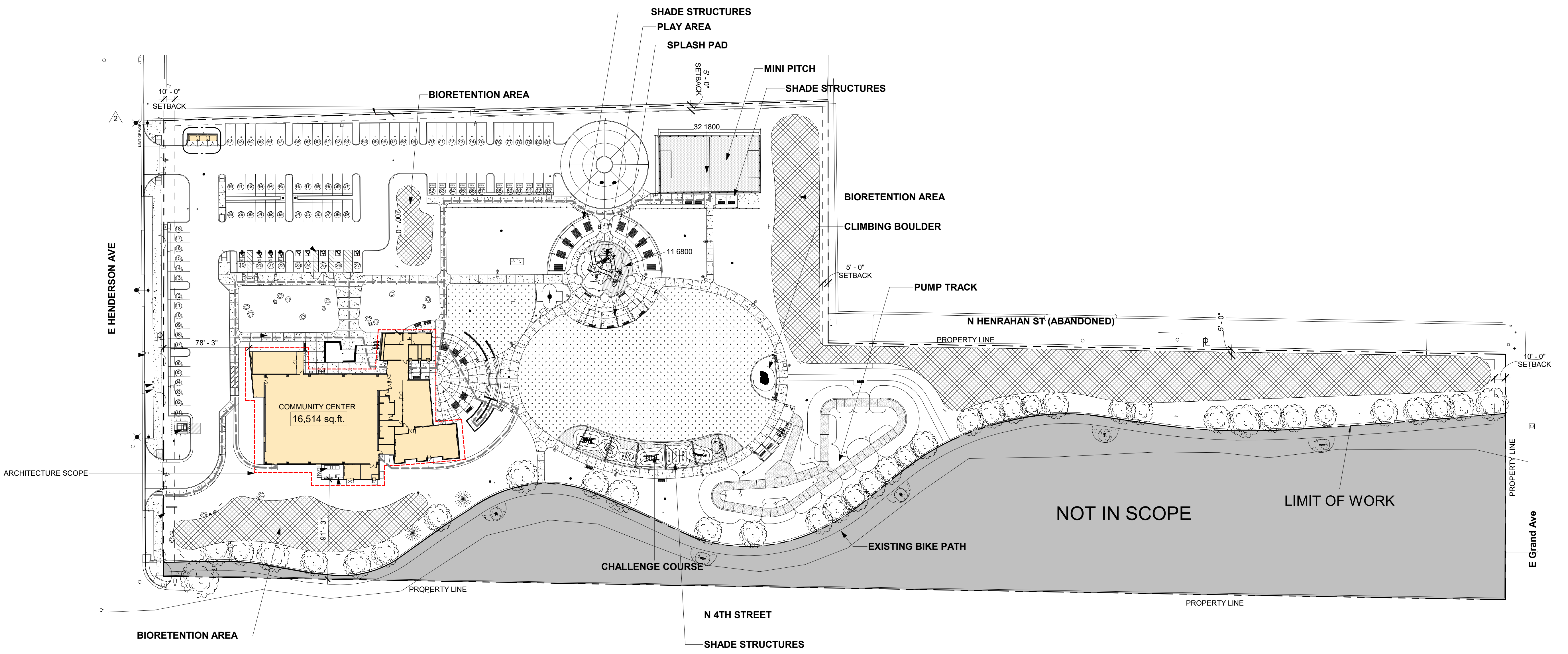
Final Approver: Richard Tree, Interim City Manager

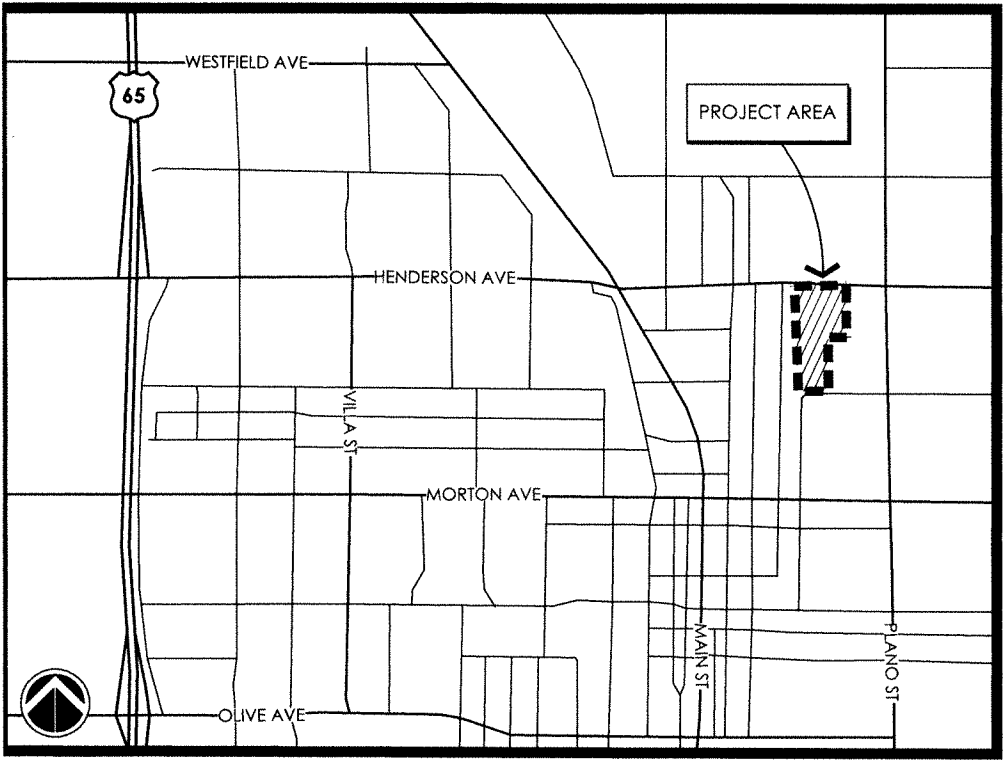
FOURTH STREET COMMUNITY CENTER AND PARK



FOURTH STREET COMMUNITY CENTER AND PARK

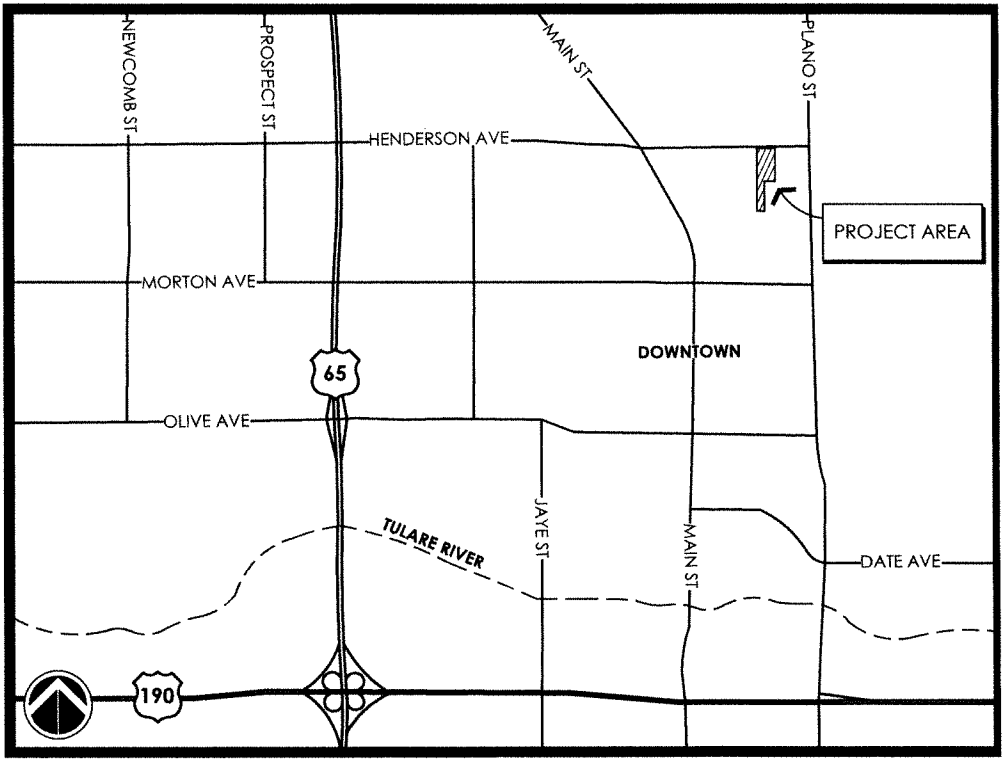






VICINITY MAP

NOT TO SCALE



LOCATION MAP

NOT TO SCALE



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Authorization to Distribute a Request for Qualifications (RFQ) for On-Call Environmental Consulting Services

SOURCE: Community Development

COMMENT: Since 2003, the City has maintained an On-Call Consulting Services contract with at least one consulting firm to provide environmental and other specialized services (such as Engineering and Surveying) to the City. Due to the increasing complexity of environmental law and regulations, the City Council authorized staff to release a request for qualifications for an on-call environmental review service. These consultants will be tasked with any project not deemed exempt from the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA).

Consultant services have been utilized on a number of private development projects as well as City public works projects that include, but are not limited to, mitigation monitoring, environmental review of parks improvements and Community Development Block Grant (CDBG) projects, road widening and extension projects, and water system expansion.

The services to be rendered under this contract would consist of, but not be limited to, the preparation of Initial Studies, Negative Declarations, Environmental Impact Reports, and, where appropriate, Categorical Exclusions, Environmental Assessments, Environmental Impact Studies, and other documents as necessary to comply with State and federal environmental guidelines. The selected consultant must have a substantial working knowledge of CEQA and NEPA, and the ability to perform specialized studies such as wetlands delineations, biological surveys, and archaeological surveys, and must possess strong writing and communication skills and have a flexible schedule that will allow for attendance at meetings as necessary. Although the Community Development Director or designee will review the consultant's work, the above-referenced skills are essential to meeting the City's needs.

In addition to the preparation of environmental documents and studies, it is anticipated that the City will have a number of projects requiring on-site biological and/or archaeological monitoring during construction. Other services typically rendered by the selected firm may also be utilized from time

to time. It is intended that the successful consultant will perform on both public and private sector projects. In response to the City's Request for Qualifications in 2022, Council authorized the execution of the on-call consulting contract with five firms.

The previous on-call consulting services contracts were authorized for a three-year term, beginning in October 2022, and will expire in October of this year. At this time, Staff requests authorization to release a request for qualifications for on-call consulting services.

RECOMMENDATION: That the City Council authorize staff to distribute a Request for Qualifications for on-call environmental consulting services.

ATTACHMENTS: 1. Draft Request for Qualifications

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Richard Tree, Interim City Manager



REQUEST FOR QUALIFICATIONS

On-Call Environmental Services

NO. _____

JULY 2025

CITY OF PORTERVILLE
DEPARTMENT OF COMMUNITY DEVELOPMENT
291 N MAIN STREET
PORTERVILLE, CA 93257

Deadline:
4:00 P.M., Friday, August 29, 2025



CITY OF PORTERVILLE

REQUEST FOR QUALIFICATIONS (RFQ) FOR ON-CALL ENVIRONMENTAL CONSULTING SERVICES

RFQ No. _____

The City of Porterville is seeking statements of qualifications (SOQs) from planning consulting firms or individuals to assist with on-call environmental review services and complete all necessary federal and state mandated Environmental Review documents for development projects in the City of Porterville.

Submittal: One PDF version must be received via Public Purchase by:
4:00 p.m., Friday, August 29, 2025

Email Subject: RFQ No. ____ Environmental Consulting Services

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

INQUIRIES:

The RFQ documents 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 RFQ process will be handled electronically through the Public Purchase website. ***No SOQ shall be received from an individual or company that has not registered and accessed the RFQ documents from the Public Purchase website.***

Questions regarding this project are due no later than 4:00 p.m. on Friday, August 22, 2025.

I INTRODUCTION AND OBJECTIVES:

The City of Porterville (hereinafter referred to as "CITY") is requesting statements of qualifications (SOQs) to establish a list of competent consultants to provide on-call environmental services for multiple Capital Improvement Projects and developer-initiated projects through task orders on an as-needed basis. On-call services are expected to begin in October 2025 and terminate three years from date of award of contract.

It is important to note that the City receives both federal and state grant funds, so responsive firms should be willing and able to complete NEPA (National Environmental Policy Act) and CEQA (California Environmental Quality Act) reviews.

II EXAMINATION OF PROPOSAL DOCUMENTS:

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

III ADDENDA/CLARIFICATIONS:

Any CITY changes to this RFQ will be made by written addendum and handled electronically through the Public Purchase website. No verbal modification shall be binding.

IV STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS:

SOQs for this project will be accepted via the Public Purchase website <https://www.publicpurchase.com> until 4:00 p.m., on Friday, August 29, 2025. One PDF version of the SOQ shall be submitted. Cost proposals shall not be submitted until requested by the CITY.

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

V PRE-CONTRACTUAL EXPENSES:

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

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

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

VI EXCEPTIONS/DEVIATIONS:

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

VII CONSULTANT REPRESENTATIVE:

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

VIII LOCAL AGENCY REPRESENTATIVE:

Claudia Calderon, Community Development Director, shall be the Contract Administrator and contact person for all communications with CITY.

IX INSURANCE REQUIREMENTS:

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

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

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

X INDEMNIFICATION:

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

XI SUBCONTRACTING:

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

XII FEDERAL, STATE, AND LOCAL LAWS:

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes. In accordance with federal-aid funded projects, Disadvantaged Business Enterprise (DBE) requirements must be met. The DBE participation goal percentage will be established on a project-by-project basis.

XIII STATEMENT OF QUALIFICATIONS (SOQ) EVALUATION CRITERIA:

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

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

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

XIV CONSULTANT SELECTION AND INTERVIEWS:

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

XV COST PROPOSAL:

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

XVI CONTRACTS/AGREEMENTS:

The successful CONSULTANTS shall enter into upcoming Contracts with CITY that are based on the contents of this RFQ, the CONSULTANT's Statement of Qualifications, and CITY Contract. Where two or more CONSULTANTS desire to submit a single proposal (joint venture), only one CONSULTANT shall be listed as prime CONSULTANT. All others shall be listed as subconsultants. The list of chosen on-call CONSULTANTS is expected to be presented at the City Council meeting scheduled for Tuesday, October 7, 2025. Issuance of this RFQ and receipt of SOQs does not commit CITY to award a Contract. CITY reserves the right to postpone award of a Contract for its own convenience, accept or reject any or all proposals received in response to this RFQ, negotiate with any CONSULTANT on the chosen on-call list, and cancel any or all portions of this RFQ and resulting Contract. CITY also reserves the right to award individual or groups of projects to different firms at the sole discretion of CITY.

XVII COMPENSATION:

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

XVIII OWNERSHIP OF REPORTS AND DOCUMENTS:

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

XIX SOQ FORMAT AND CONTENT:

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

A. Firm Experience:

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

B. Consultant Team:

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

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

C. SOQ Format:

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

CITY OF PORTERVILLE
REQUEST FOR QUALIFICATIONS (RFQ) FOR ON-CALL ENVIRONMENTAL SERVICES

The City of Porterville seeks the services of an environmental consultant or consulting firm to provide assistance to City Staff as necessary in the preparation of environmental documents for multiple capital improvement projects and developer-initiated projects. The services to be rendered under this contract would consist of the preparation of Initial Studies, Negative Declarations, Environmental Impact Reports and where appropriate, Categorical Exclusions, Environmental Assessments, and other documents as necessary to comply with state and federal environmental guidelines. It is anticipated that the majority of the work effort would be focused on CEQA compliance. The selected environmental consultant must have a substantial working knowledge of CEQA and NEPA, must possess strong writing and communication skills, and have a flexible schedule that will allow for attendance at meetings as necessary. Although the consultant's work will be reviewed by the Community Development Director, the above referenced skills are essential to meeting the objectives of this program.

In addition to the preparation of environmental documents and studies, it is anticipated that the City will have a number of projects requiring on-site biological and/or archaeological monitoring during construction. Other services typically rendered by the selected firm(s) may also be utilized during the course of this agreement.

SCOPE OF ENVIRONMENTAL CONSULTANT SERVICES:

The consultant will respond directly to the Community Development Director or her designee on a particular project. The selected consultant will perform, but not be limited to the following tasks:

1. Compile background data necessary for the preparation of the appropriate environmental documents.
2. Prepare Initial Study checklists, technical studies, categorical exemptions, negative declarations, mitigated negative declarations, environmental impact reports, environmental assessments, categorical exclusions, and environmental impact statements.
3. Develop timelines and work hour estimates necessary for the preparation of the environmental documents based on specific projects.
4. Identify key factors that need to be evaluated, which may require hiring a specialist in a particular area of analysis (i.e. air quality, noise, etc.). This may be addressed through services normally rendered by the consultant under this contract.

5. Coordinate early consultation and ongoing meetings with City staff and staff at other agencies.
6. Prepare appropriate forms associated with the applicable environmental document such as public hearing notices, notices of determination, negative declarations, notice of completion, etc.
7. Prepare requests for proposals for the preparation of technical studies to be utilized in the preparation of the environmental documents.
8. Provide biological and archaeological and other technical analysis staff or subconsultants for project site monitoring during construction activities in response to project specific mitigation measures.
9. Provide other consulting services as available through the selected firm(s).

DESIRABLE QUALIFICATIONS OF THE CONSULTANT:

The City is seeking a qualified consultant to provide on-call consulting services for the preparation of environmental documents, studies, related notices, and mitigation monitoring for compliance with the applicable environmental regulations and other consulting services. The desired consultant shall have the following qualifications:

1. Extensive experience in the preparation of environmental documents in compliance with CEQA and NEPA.
2. The Consultant's proven ability to expeditiously and accurately produce the required product in a concise and useable format.
3. Knowledge of the City of Porterville development and environmental review process is highly desirable.
4. The consultant must possess strong writing skills and be proficient using Microsoft Word and other standard software programs.
5. Be equipped with qualified biologists available for construction monitoring for project specific mitigation measures, and to provide site-specific project reviews for non-discretionary projects as needed.
6. Provide archaeological services either in-house or through a subconsultant that is listed on the Southern San Joaquin Valley Information List of qualified consultants.

LOCAL AGENCY RESPONSIBILITIES:

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

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

The CITY's Contract Administrator shall be responsible for the following:

- Serve as the CITY's primary contact person for the CONSULTANT
- Monitor the CONSULTANT's progress and provide direction
- Review billings and determines whether costs billed are reasonable in relation to the work performed during billing period
- Approve the CONSULTANT's progress payments
- Identify other CITY personnel for CONSULTANT to contact, if needed

All records and documentation produced by the CONSULTANT become property of the CITY.

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

ON-CALL CONSULTANT
SERVICE AGREEMENT

DATE: _____

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

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

Project Name: On-Call Environmental Consulting Services

Description of Project: Provide on-call consulting services with _____, and their approved sub-consultants. Work will be defined on a task order basis per project. Task Orders will include project specific scope, schedule, and fee. Details are summarized in the Scope of Services as Attachment "A" for On-Call-Consulting Services, as provided by CONSULTANT. Projects with Caltrans specifications must have the Caltrans Specific projects forms completed by CONSULTANT.

AGREEMENTS:

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

SECTION 1. CONTRACT SERVICES:

In consideration for said services and materials, CITY shall pay CONSULTANT on an hourly basis as defined in future task orders and detailed in Exhibit B (specifically, Professional Fee Schedule, effective ____). Direct costs such as travel, postage, printing, etc. will be specifically identified in the cost estimate independent of the hourly rates. In the event the contract is extended for any period of time, the cost for services must be agreed upon by both parties.

SECTION 2. PAYMENT:

Progress payment requests shall be itemized, identify the project budget, budget balance and shall reference the completion of tasks associated with the billable hours, and submitted by the 25th of each month. CONSULTANT should receive payment within 30 days of the date the bill is received.

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all "work directives" shall be completed by in a timely manner. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies. This contract will be in effect for three (3) years from October 19, 2025. This contract can be extended after the expiration date, upon

mutual agreement by both parties.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT'S reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in writing signed by both parties.

SECTION 4. FAMILIARITY WITH PROJECT:

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

SECTION 5. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY.

As an independent contractor, the consultant will obtain and maintain an active City business license.

SECTION 6. INSURANCE REQUIREMENTS:

CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

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

SECTION 7. INDEMNIFICATION:

Indemnity for Professional Liability:

To the fullest extent permitted by law, CONSULTANT shall indemnify, protect, including reimbursement of the reasonable cost to defend and hold harmless CITY and any of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including reimbursement of reasonable legal consultant's fees and costs but only to the extent the CONSULTANT (and its Sub-Consultants) are responsible for such damages, liabilities, and costs on a comparative basis of fault between the CONSULTANT (and its Sub-Consultants) and the CITY in the performance of professional services under this agreement as determined by a court of competent jurisdiction or as agreed upon by the parties in settlement.

Indemnity for Other than Professional Liability:

Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including legal Consultant's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or CITY for which CONSULTANT is legally liable, including, but not limited to officers, agents, employees, or subcontractors of CONSULTANT, except and to the extent such losses are caused by the sole negligence or willful misconduct of the CITY.

SECTION 8. WORKMANSHIP AND MATERIALS:

To the extent that the work required of CONSULTANT includes the preparation of design documents, CONSULTANT shall have a duty to prepare said design documents free from defects. To the extent that work required of CONSULTANT includes the provision of intellectual property to CITY, CONSULTANT warrants that it has ownership of said intellectual property being provided to CITY.

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

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of projects or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY'S sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes made by the CITY or its agents unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

SECTION 9. ASSIGNMENT OF CONTRACT:

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

SECTION 10. PROHIBITION OF DISCRIMINATION:

CONSULTANT will not discriminate against any employee, or applicant for employment as

required by applicable Federal and State law.

SECTION 11. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code," adopted in accordance with the requirements of the Political Reform Act of 1974. CONSULTANT agrees comply with any and all other conflict of interest laws and regulations, and/or policies adopted by the City.

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

SECTION 12. TERMINATION:

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

SECTION 13. ENTIRE CONTRACT AND AMBIGUITIES:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. This Agreement supersedes and takes the place of all prior oral or written representations and agreements between the parties, and constitutes the entire understanding of the parties hereto. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect. Each party and its legal counsel have had the opportunity to participate fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

SECTION 14. ATTORNEYS' FEES:

Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 15. DISPUTES: VENUE:

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

SECTION 16. WAIVERS:

Any waiver granted by either party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this agreement shall not be construed as a waiver of any other terms and conditions of this Agreement, not shall any waiver constitute a continuing waiver.

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

CITY OF PORTERVILLE

CONSULTANT

By: _____

By: _____

Date: _____

Date: _____

Scope of Services as Attachment "A"

(Scope of Services shall identify the project specifics as well as duration of the project or the duration of the contract. For example, lab services shall include page identifying charges for specific tests as well as hourly rates for personnel. The scope shall also include any potential/optional extensions of this contract).

ATTACHMENT: LOCAL AGENCY PROCEDURES MANUAL (LAPM) FORMS AND SAMPLES

Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

(For Local Assistance Federal-Aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE, EXCEPT ARTICLE XXXII TITLE VI ASSURANCES (APPENDICES A AND E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT AND APPENDICES B-D MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT INVOLVING RIGHT OF WAY ACQUISITION). MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

THIS EXHIBIT CONTAINS FISCAL REQUIREMENTS FROM 2 CFR 200 AND IS TO BE USED FOR STATE-ONLY FUNDED CONTRACTS AS WELL.

[Note: italic text within brackets throughout the Articles is intended for instructional purposes only]

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ARTICLE I INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)

The Project Manager for the "CONSULTANT" will be (NAME)

The name of the "LOCAL AGENCY" is as follows:

(NAME)

The Contract Administrator for LOCAL AGENCY will be (NAME)

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

[Choose either Option 1 or Option 2]

[Option 1 - Use paragraphs A & B below for standard AGREEMENTs]

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

[Option 2 - Use paragraphs A & B below for on-call AGREEMENTs]

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

[Insert Appropriate Statement of work including a Description of the Deliverables in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."]

- A. CONSULTANT Services
[Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent

uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see [LAPM Chapter 6: Environmental Procedures](#), and the Standard Environmental Reference).]

B. Right of Way

[State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.]

C. Surveys

[State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.]

D. Subsurface Investigations

[State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.]

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

[For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.]

H. CONSULTANT Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys, etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules

AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies

The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

[A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.]

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

[Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.]

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

[Choose either Option 1, 2, 3, or 4]

[Option 1 - Use paragraphs A through K below for Cost-Plus-Fixed Fee AGREEMENTs]

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$(Amount).
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

[Option 2 - For Cost per Unit of Work AGREEMENTs, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project].

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in

Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

- C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

[Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements (such as on-call Agreements). This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection.]

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

F. *[Local Agency to include either (a) or (b) below; delete the other one]*

- (a) Reimbursement for transportation and subsistence costs shall not exceed State rates.
- (b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.

- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

[Option 4 - Use paragraphs A through E below for lump sum agreements.]

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

- E. The total amount payable by LOCAL AGENCY shall not exceed \$ (Amount).

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

[Choose either Method 1, Method 2, or Method 3 below and delete the other two.]

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

- c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

[Include this article in all AGREEMENTs where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.]

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2

CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is _____%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-02: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and [Replacement](#) of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or [replace](#) a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

[Termination of DBE Subconsultants](#)

[After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:](#)

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
 - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal

- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY

these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work

of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

[Choose either Option 1 or Option 2]

[Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations.]

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

[Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations.]

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing

business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

[Choose either Option 1 or Option 2]

[Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal]

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

[Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E]

- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

[Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper]

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY.

Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

[For PS&E contracts add paragraph F, below, to paragraphs A through E, above]

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT**A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT**

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES**APPENDICES A - E of the TITLE VI ASSURANCES**

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.]

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and*
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]*

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.

- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on,

over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of

public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(CONSULTANT)

(NAME) _____, Project Manager

(ADDRESS)

LOCAL AGENCY:

(LOCAL AGENCY)

(NAME) _____, Contract Administrator

(ADDRESS)

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

(Name of LOCAL AGENCY)

(Name of CONSULTANT)

(Signature)

(Name of Signer)

(Signature)

(Name of Signer)

Date: _____

Date: _____

Reset Form

SAMPLE COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 0.00

b) Anticipated Salary Increases (see page 2 for calculation) _____

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 0.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00

f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$ 0.00

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 0.00

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 0.00%]** \$ 0.00

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____
 Subconsultant 2: _____
 Subconsultant 3: _____
 Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 0.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 0.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 0.00

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	5000	=	750	Estimated Hours Year 4
Year 5	100%	5000	=	500	Estimated Hours Year 5
Total	100%	Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation			=	\$257,871.10	
Direct Labor Subtotal before Escalation			=	\$250,000.00	
Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

SAMPLE COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____ \$ 0.00

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Exhibit 10-I: Notice to Proposers DBE Information
(federally funded projects only)

The Local Public Agency (LPA) has established a DBE goal for this Contract of _____ %

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- LPA also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (see 49 CFR 26: Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1: Consultant Proposal DBE Commitment must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards meeting the contract goal; therefore, all DBE participation must be collected and reported.

Exhibit 10-O2: Consultant Contract DBE Information must be included in best qualified consultant's executed consultant contract. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.

2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
 - E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
 - F. The proposer must list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
 - G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. COUNTING DBE PARTICIPATION

Materials or supplies purchased from DBEs count towards the DBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment must be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services

6. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please [email DBE.Certification@dot.ca.gov](mailto:DBE.Certification@dot.ca.gov) for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#). For guidance on how to search for certified firms using the CUCP database, please visit: [DBE Goal Setting | Caltrans](#)

Reset Form

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
	\$ 0.00		
	0.00%		
Local Agency to Complete this Section			
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
11. TOTAL CLAIMED DBE PARTICIPATION			%
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			
12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____			
21. Local Agency Representative's Signature _____ 22. Date _____ 23. Local Agency Representative's Name _____ 24. Phone _____ 25. Local Agency Representative's Title _____			

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Engineer's Reports and Setting a Public Hearing for Establishing Landscape and Lighting Maintenance Districts and Tax Assessments for Parcels Within Brookside Phases I and II

SOURCE: Parks and Leisure Services

COMMENT: New subdivisions within the City are required to petition for the formation of a Maintenance Assessment District. The Districts are formed to secure funding from parcels within the subdivisions for operational and maintenance expenses of public lighting and any public landscape areas. The City utilizes the authority governed by the 1972 Landscape and Lighting Assessment Act to create a District for each subdivision. Thereafter, every year a process must be followed of evaluating maintenance needs and establishing an assessment to be placed upon the tax rolls for every parcel within each District.

The attached draft Resolutions are necessary to initiate the process of creating new Districts for Brookside Phases I and II subdivisions. The first draft Resolution is to order the formation of the new District, appoint the City Engineer as the Engineer of Work, and order the preparation of the Engineer's Report. The Engineer's Report accompanies this staff report. The second draft Resolution is provided to give preliminary approval to the Reports as the basis for the creation of the proposed assessment. The final draft Resolution declares the intent to form the Districts, levy and collect tax assessments, and schedule a Public Hearing for August 5, 2025.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution ordering the proceedings for formation of Landscape and Lighting Maintenance District Number 58, and ordering the preparation of the Engineer's Reports;
2. Adopt the draft Resolution giving preliminary approval to the Engineer's Reports; and
3. Adopt the draft Resolution declaring intent to form districts, levy and collect assessments, and setting a Public Hearing for August 5, 2025.

ATTACHMENTS:

1. Draft Resolution Ordering Proceedings for Formation of Brookside I and II
2. Draft Resolution Intent to Form District and Levy and Collect Assessments
3. Draft Resolution Giving Preliminary Approval of Engineer's Report Brookside I and II
4. Brookside Subdivision Phase 1 & 2 Engineer's Report
5. Brookside Phases I and II Map

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Richard Tree, Interim City Manager

RESOLUTION NO. ____-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ORDERING PROCEEDINGS FOR THE FORMATION OF LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NUMBER 58, ORDERING PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED DISTRICT BOUNDARY FOR EACH OF THE DISTRICTS, ASSIGNING AN ENGINEER OF WORK, AND ORDERING THE PREPARATION OF ENGINEER'S REPORTS

WHEREAS, it has been determined by the City Council of the City of Porterville that the public interest, convenience and necessity required the installation and planting of landscape materials, the installation and construction of irrigation systems, the installation of lighting and other facilities set forth in Section 22525 of the Streets and Highways Code, State of California; and

WHEREAS, the cost for operation and maintenance of the landscaping and lighting improvements is to be determined and considered for assessment to the benefiting properties; and

WHEREAS, Section 22622 requires that an Engineer's Report be prepared to establish new Landscape and Lighting Maintenance Districts, and outlining the initial assessments to be levied against the properties within each assessment district.

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

1. That the public interest, convenience and necessity required the formation of Landscape and Lighting Maintenance District number 58 and as authorized by Section 22525 of the Streets and Highways Code, State of California.
2. That proceedings are to be conducted for the formation of said Landscape and Lighting Maintenance Districts.
3. That the properties to be specifically charged for maintenance of landscaping and lighting improvements shall be located within the boundary of the proposed districts, and maps to illustrate said boundaries are hereby ordered to be prepared.
4. That Javier Sanchez be appointed as "Engineer of Work" with all applicable provisions of Article 4, Division 15 of the Landscape and Lighting Act of 1972 applied to said "Engineer of Work".
5. That the cost of maintaining the landscape and lighting facilities in each of said Landscape and Lighting Maintenance Districts shall be borne by the property owners within the district, and said cost shall be assessed according to said 1972 Act.
6. That the Engineer of Work is hereby ordered to prepare a report for each District in accordance with Article 4, Division 15 of said 1972 Act.

APPROVED AND ADOPTED this 15th day of July, 2025.

Greg Meister, Mayor

ATTEST:

Richard Tree, Interim City Clerk

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

RESOLUTION NO. ____-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO FORM ASSESSMENT DISTRICTS AND TO LEVY AND COLLECT ASSESSMENTS IN THE LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT; DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREAS WITHIN THE LANDSCAPE MAINTENANCE DISTRICT, THE COST AND EXPENSE THEREOF, AND THE AMOUNT EACH PARCEL THEREIN IS INITIALLY TO BE ASSESSED; DESIGNATING SAID DISTRICTS AS LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT, DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO; WITH SAID PROCEEDINGS PERTAINING TO: BROOKSIDE PHASES I AND II

The City Council of the City of Porterville, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

SECTION 1. DESCRIPTION OF WORK

That the public interest and convenience requires it is the intention of the City Council of the City of Porterville, California, to order the following work be done, to wit:

1. Maintenance and servicing of facilities and landscaping as authorized by Section 22424 of the Streets and Highways code.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

SECTION 2. LOCATION OF WORK

The foregoing described work is to be located within the following areas:

1. Right-of-way, easements, and public lands within Brookside Phases I and II Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 58."

SECTION 3. DESCRIPTION OF ASSESSMENT DISTRICT

That the contemplated work is of more local than ordinary public benefit, and the expense of said work is chargeable upon districts, which districts are to be assessed to pay the cost and expenses thereof, and said districts are described as follows:

All that certain territory of the City of Porterville, included within the exterior boundary line shown upon respective Maps of Landscape and Lighting Maintenance District number 58, which Maps are on file in the Office of the City Clerk of said City.

SECTION 4. REPORT OF ENGINEER

The City Council of said City by Resolution has approved the reports of the Engineer of Work, which reports indicate the amount of the proposed assessment, the district boundary, detailed description of

improvements, and the method of assessment. The Engineer's Reports for Landscape and Lighting Maintenance District No. 58 are on file in the Office of the City Clerk of said City, and were prepared for the 2025-2026 fiscal year in accordance with the Landscaping and Lighting Act of 1972. Reference to said reports is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

SECTION 5. COLLECTION OF ASSESSMENTS

The assessment shall be collected at the time and in the same manner as County taxes are collected. The Engineer of Work shall file a report annually with the City Council of said City and said Council will annually conduct a hearing upon said report at a regular meeting held between May and August, at which time assessments for the next fiscal year will be determined

SECTION 6. TIME AND PLACE OF HEARING

Notice is hereby given that on the 5th day of August 2025, at the hour of 6:30 P.M. in the City Council Chambers at 291 North Main Street, in the City of Porterville, any and all persons having any objections to the work or extent of the assessment districts may appear and show cause why said work should not be done or carried out in accordance with Resolution of Intention. The City Council will consider all oral and written protests.

SECTION 7. LANDSCAPING AND LIGHTING ACT OF 1972

All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

SECTION 8. PUBLICATION OF RESOLUTION OF INTENTION

Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of the Notice of Hearing shall be completed at least 10 days prior to the date of hearing.

SECTION 9. CERTIFICATION

The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 15th day of July, 2025.

Greg Meister, Mayor

ATTEST:
Richard Tree, Interim City Clerk

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

RESOLUTION NO. ____-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, GIVING PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS ENCOMPASSING BROOKSIDE PHASES I AND II

WHEREAS, on the 15th day of July, 2025 said City Council did direct by Resolution that the Engineer of Work was to make and file with the City Clerk of said City a report in writing for each subdivision as required by the Landscaping and Lighting Act of 1972; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City each report in writing as called for in said Resolution and under and pursuant to said Act, which reports have been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said reports and each and every part thereof, and finds that each and every part of said reports is sufficient, and that said reports nor any part thereof, requires or should be modified; and

WHEREAS, reference is hereby made to said Engineer's Reports for further, full and more particular description of proposed Assessment Districts, and the same Engineer's Reports so on file, shall govern for all details as to the extent of said Assessment Districts.

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

1. That the Engineer's Estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said reports be, and each of them are hereby preliminarily approved and confirmed.
2. That the diagram showing the Assessment District referred to and described in said reports, the boundaries of the subdivision of land within said Assessment District as the same existed at the time of passage of said Resolution, are hereby preliminarily approved and confirmed.
3. That the proposed assessments upon the subdivisions of land in each said Assessment District is in proportion to the estimated benefit to be received by said subdivisions, respectively, from said work and of the incidental expenses thereof, as contained in said report, is hereby preliminarily approved and confirmed.
4. That said reports shall stand as the Engineer's Report for the purposes of all subsequent proceedings pursuant to each of the proposed districts.

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APPROVED AND ADOPTED this 15th day of July, 2025.

Greg Meister, Mayor

ATTEST: Richard Tree, Interim City Clerk

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

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR LANDSCAPING AND LIGHTING
MAINTENANCE DISTRICT NO. 58

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville Resolution No. _____. The report is in compliance with the requirement of Article 4, Chapter 1, Division 15 of the Streets and Highways Code, State of California (Landscape and Lighting Act of 1972).

SECTION 2. General Description

The City Council has elected to include landscaping and lighting at Brookside, Phases One & Two Subdivision into Landscape and Lighting Maintenance District No. 58. The City Council has determined that the areas to be landscaped and lighted will have an effect upon all parcels within the proposed boundaries of the District. The areas for street lights are included on all the streets within the subdivision. The landscaping includes 6,441 feet of masonry wall located on N Westwood St., W Westfield Ave., N Lombardi St., and W. Brian Ave of the subdivision as well as 136,166 square feet of landscape. The landscape and wall maintenance includes: irrigation, mowing, pruning, cleaning, repairing, painting, vegetation and rodent control, and a set aside for replacement.

SECTION 3. Plans and Specifications

The plans and specifications for the lighting were prepared by the developer and are in conformance with the requirements of the City of Porterville. All lights to be maintained will be shown on the subdivision maps as roadway rights-of-way, or easements to be granted to the City of Porterville. The total street lights to be maintained are 97. Total landscaped area to be maintained is 6,441 feet of masonry wall, and 136,166 square feet of landscaped area.

Maintenance activities within the Landscape and Lighting Maintenance District No. 58 are to include landscape and lighting maintenance.

SECTION 4. Improvements

Landscape and lighting improvements were made by the developer of Brookside Subdivision, Phases One & Two.

SECTION 5. Estimated Costs

The construction cost will be borne by the developer and will not be assessed. The subdivision map has been filed for record and the improvements have been installed.

Estimated Assessment 2025-2026

Maintenance	136,166 sq.ft, of landscaping area, 6,441 feet of masonry wall		
Lighting	79 @ 5,800 lumens , 11 @ 9,500 lumens, 7 @ 16,000 lumens		
Project Management	229 lots		
Fund Balance	\$ -		
Landscape	136,166 sq. ft. @ \$0.120	= \$	16,339.92
Graffiti Maintenance	136,166 sq. ft. @ \$0.025	= \$	3,404.15
Tree Maintenance	136,166 sq. ft. @ \$0.045	= \$	6,127.47
Postage/Printing	136,166 sq. ft. @ \$0.003	= \$	408.50
Utilities	136,166 sq. ft. @ \$0.060	= \$	8,169.96
Repair/Maintenance	136,166 sq. ft. @ <u>\$0.050</u> \$0.303	= <u>\$</u> = \$	<u>6,808.30</u> 41,258.30
Maintenance	136,166 sq.ft. @ \$0.303	= \$	41,258.30

Administrative Fee	136,166 x \$0.10	=	\$ 13,616.60
County Fee	229 lots @ \$ 1.00 per lot	=	\$ 229.00
Reserves 15% total cost of Maintenance		=	\$ 6,188.75
			\$ 61,292.65
Estimated Cost Per Year	\$ 61,292.65/229	=	\$ 267.65

**Lighting costs are based on 29% benefit of total cost because lights are spaced closer together resulting in 40% more lights than the city standard outside the maintenance district.

After the 2025-2026 fiscal year, the assessments shall be increased with the cost of service. The increased cost of services shall be the lesser of the actual prior year's cost or the prior year's estimated cost adjusted according to the annualized Consumer Price Index rate. The Consumer Price Index is based on the San Francisco Model, and any increase for the year 2025/2026 will refer back to the prior year's CPI. In the event that the costs of services provided do not increase to exceed the full amount of CPI from one year, such excess CPI percentage shall be carried over from year to year and may be utilized to increase the amount of assessment in future years.

SECTION 6. Assessment Diagram

A copy of the proposed assessment diagram entitled "Landscape and Lighting Maintenance District No. 58 is attached to this report and by reference is made part thereof.

SECTION 7. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed Landscape and Lighting Maintenance District No. 58. The establishment and maintenance of the improvements is a vital part of the development of Brookside, Phases One & Two Subdivision. The City Council of Porterville has determined that to ensure satisfactory levels of maintenance for the landscape and lighting at Brookside, Phases One & Two Subdivision, it should become Landscape and Lighting Maintenance District No. 58. The subdivision consists of 229 Lots. The Landscape area, which benefits the 229 lots, is located along N. Westwood St., W. Westfield Ave., N. Lombardi St., and W. Brian Ave.

Landscape and Lighting Maintenance District No. 58 will consist of an area comprising approximately 35.94 acres. A total of 229 lots are proposed to be developed. The improvements will consist of those improvements described in Section 4 of this report. The maintenance of the improvements is a vital part of the development for the protection or safety, economic and humanistic values. The City Council has determined that, for the preservation of values incorporated within this development, all lots will receive equal benefit from the landscaping and street lighting.

The determination of benefits takes into consideration the following facts:

1. The purpose of the improvements is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.

3. The lots not adjacent to the landscaping and lighting facility improvements benefit for the maintenance equally to those lots adjacent to the improvements.

Estimated 2025-2026 Assessment

$$\text{Assessment (A)} = \frac{\$ 61,292.65}{229}$$

$$A = \frac{\$ 61,292.65}{229} = \$ 267.65 \text{ per lot for Brookside, Phases One \& Two Subdivision}$$

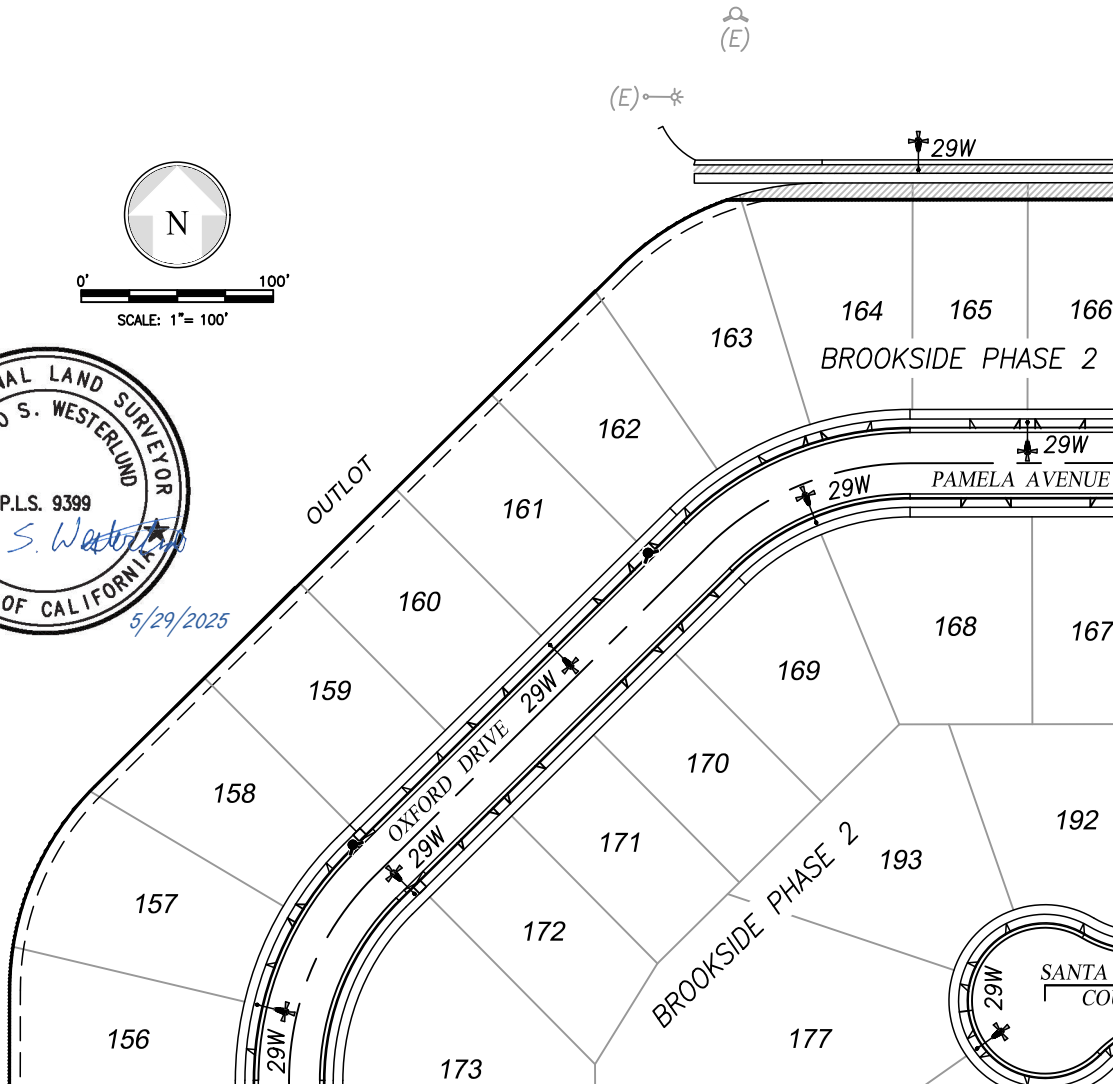
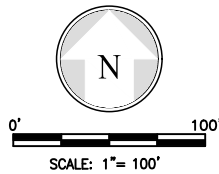
Total Assessment for 2025-2026 = \$ 61,292.65
Total developed lot count is 229 lots.

SECTION 8. Order of Events

1. City Council adopts Resolution Instituting Proceedings, appoints an Engineer of Work and Orders Engineer's Report.
2. City Council Adopts Resolution of Preliminary Approval of Engineer's Report.
3. City Council Adopts Resolution of Intention to Order the Formation of Landscape and Lighting Maintenance District No. 58 and determines the district.
4. Every year between June and August the Engineer of Work file a report with the City Council.
5. Every year between July and August, the City Council conducts a public hearing and approves, or modifies the individual assessments.

Javier Sanchez, Jr.
Engineer of the Work

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LEGAL DESCRIPTION

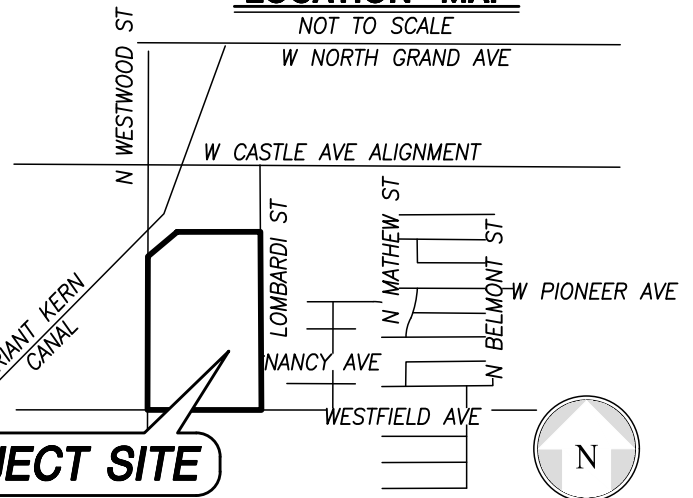
BEING PARCELS 1 & 2 OF PARCEL MAP NO. 5410, RECORDED IN BOOK 55 OF PARCEL MAPS, AT PAGE 18, TULARE COUNTY RECORDS. LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE & MERIDIAN.

LEGEND

- LANDSCAPE AREA = 64,645.19± SF
- PARK AREA = 71,520.79± SF
- BLOCK WALL = 6,440.54± LF
- PHASE LINE
- FIRE HYDRANT (2) (33 TOTAL)
- STREET LIGHTS - 29W (7) (79 TOTAL)
37W (0) (11 TOTAL)
59W (0) (7 TOTAL)
- EXISTING STREET LIGHTS (1) (22 TOTAL)
- EXISTING FIRE HYDRANT (1) (5 TOTAL)

LOCATION MAP

NOT TO SCALE
W NORTH GRAND AVE



PROJECT SITE

PROJECT NO.: 200163

DRAWN BY: AMH

QA/QC BY: BG/ASW

SCALE: AS SHOWN

SHEET NO.:

1 OF 8

EXHIBIT "B"

LANDSCAPE & LIGHTING DISTRICT NO. _____

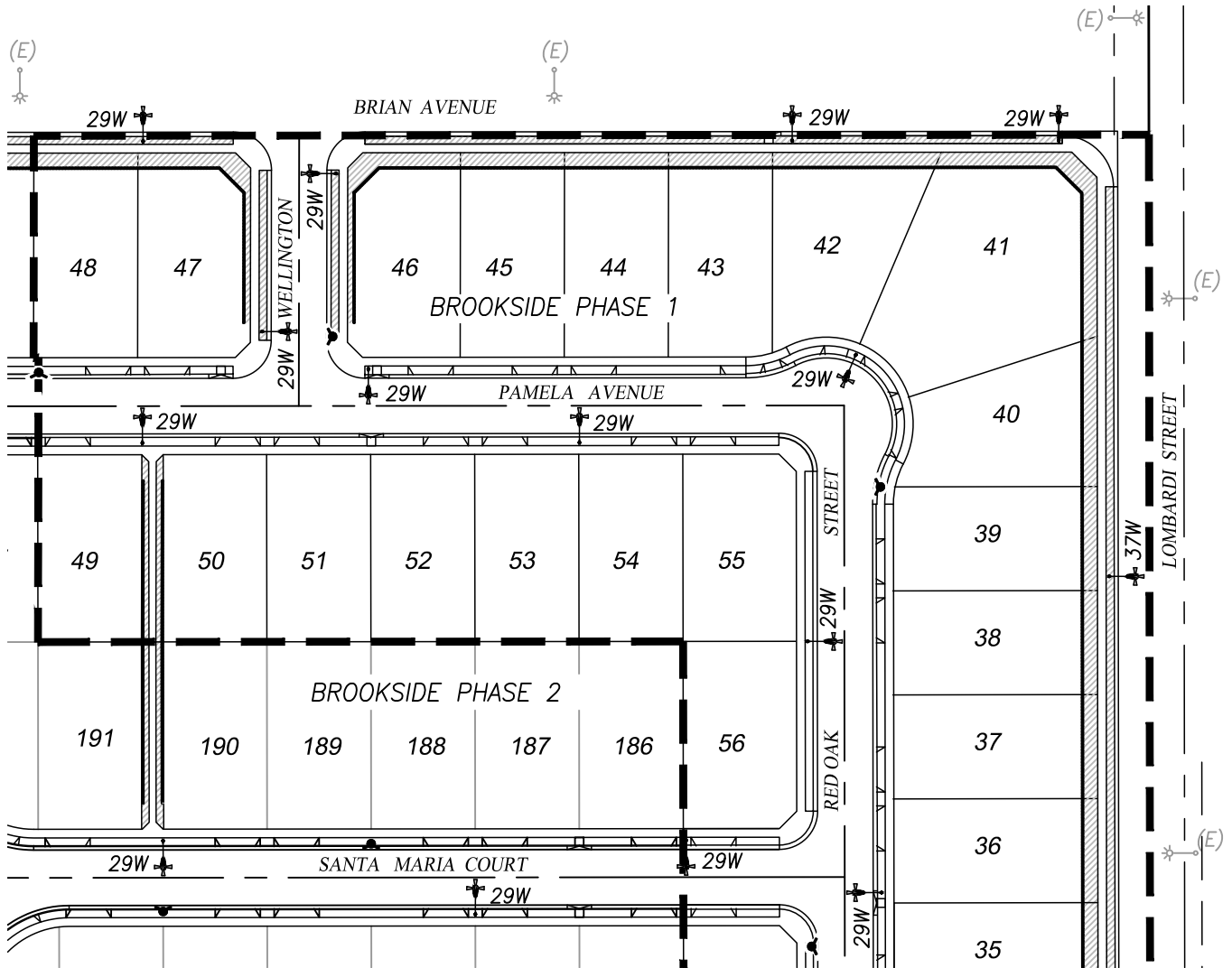
SAN JOAQUIN VALLEY HOMES



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LEGEND

-  LANDSCAPE AREA = 64,645.19± SF
-  PARK AREA = 71,520.79± SF
-  BLOCK WALL = 6,440.54± LF
-  PHASE LINE
-  FIRE HYDRANT (6) (33 TOTAL)
-  STREET LIGHTS - 29W (14) (79 TOTAL)
-  37W (1) (11 TOTAL)
-  59W (0) (7 TOTAL)
-  (E)  EXISTING STREET LIGHTS (5) (22 TOTAL)
-  (E)  EXISTING FIRE HYDRANT (0) (5 TOTAL)



0' 100'
SCALE: 1"= 100'

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PROJECT NO.: 200163

DRAWN BY: AMH

QA/QC BY: BG/ASW

SCALE: AS SHOWN

SHEET NO.:

2 OF 8

EXHIBIT "B"

LANDSCAPE & LIGHTING DISTRICT

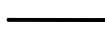
NO. _____

SAN JOAQUIN VALLEY HOMES



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LEGEND

-  LANDSCAPE AREA = 64,645.19± SF
-  PARK AREA = 71,520.79± SF
-  BLOCK WALL = 6,440.54± LF
-  PHASE LINE
-  FIRE HYDRANT (4) (33 TOTAL)
-  STREET LIGHTS - 29W (10) (79 TOTAL)
-  37W (2) (11 TOTAL)
-  59W (0) (7 TOTAL)
-  (E)  EXISTING STREET LIGHTS (2) (22 TOTAL)
-  (E)  EXISTING FIRE HYDRANT (1) (5 TOTAL)



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PROJECT NO.: 200163

DRAWN BY: AMH

QA/QC BY: BG/ASW

SCALE: AS SHOWN

SHEET NO.:

3 OF 8

EXHIBIT "B"

LANDSCAPE & LIGHTING DISTRICT

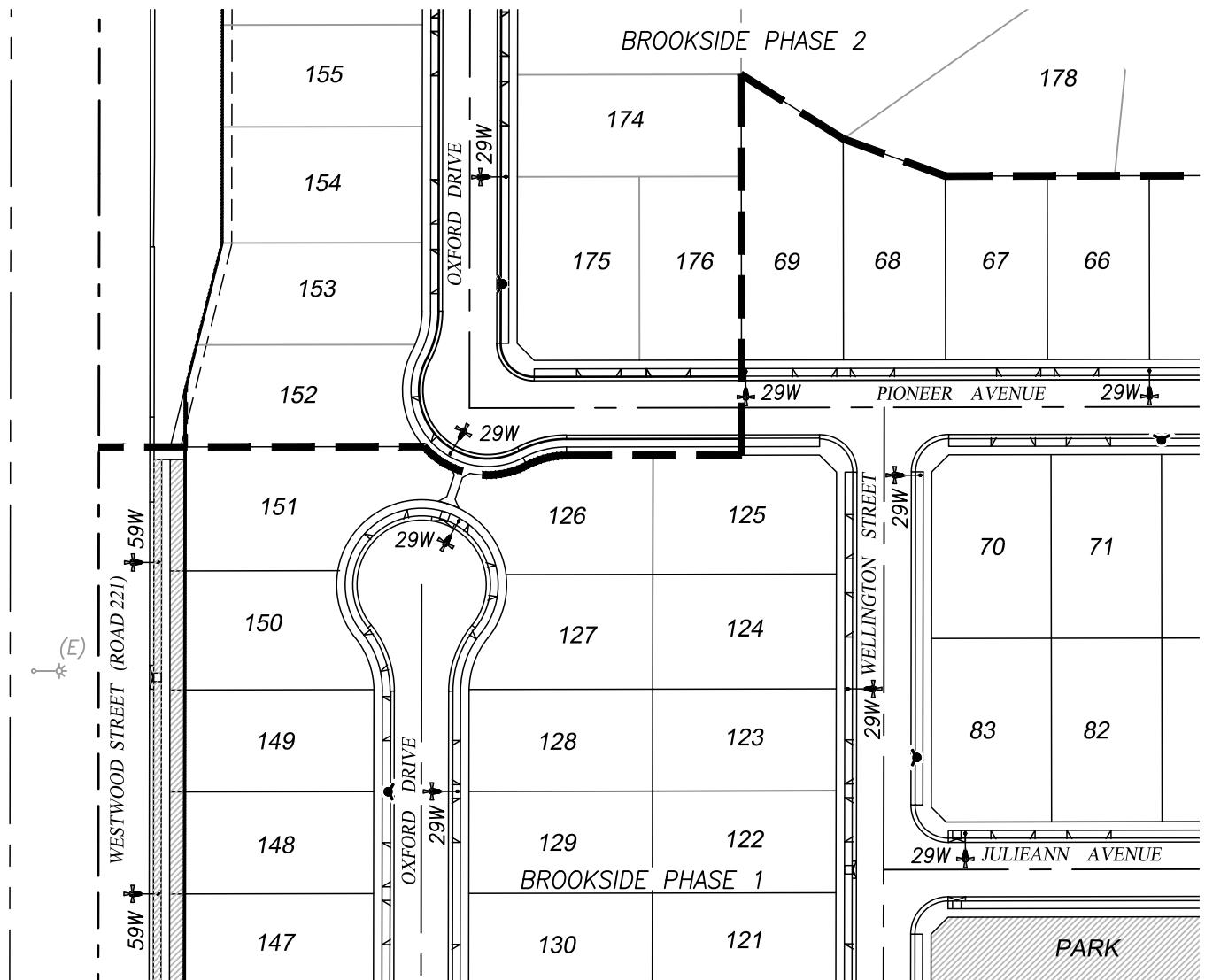
NO. _____

SAN JOAQUIN VALLEY HOMES



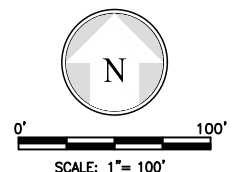
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LEGEND

- LANDSCAPE AREA = 64,645.19± SF
- PARK AREA = 71,520.79± SF
- BLOCK WALL = 6,440.54± LF
- PHASE LINE
- FIRE HYDRANT (4) (33 TOTAL)
- STREET LIGHTS - 29W (9) (79 TOTAL)
- 37W (0) (11 TOTAL)
- 59W (2) (7 TOTAL)
- EXISTING STREET LIGHTS (1) (22 TOTAL)
- EXISTING FIRE HYDRANT (0) (5 TOTAL)



PROJECT NO.: 200163

DRAWN BY: AMH

QA/QC BY: BG/ASW

SCALE: AS SHOWN

SHEET NO.:

4 OF 8

EXHIBIT "B"

LANDSCAPE & LIGHTING DISTRICT

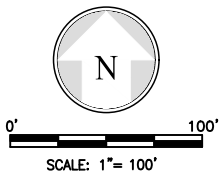
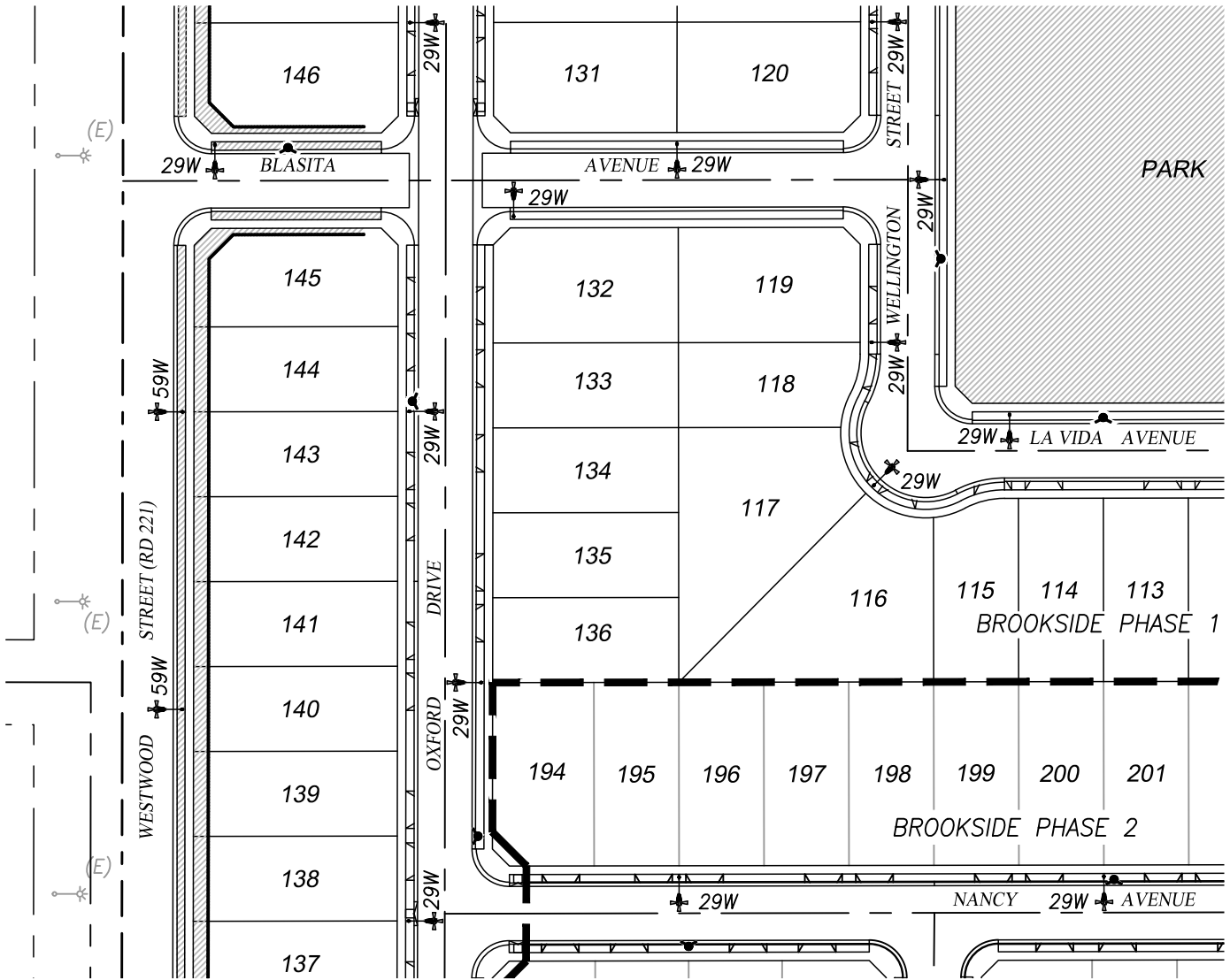
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- 37W (0) (11 TOTAL)
- 59W (2) (7 TOTAL)
- (E) EXISTING STREET LIGHTS (3) (22 TOTAL)
- (E) EXISTING FIRE HYDRANT (0) (5 TOTAL)

PROJECT NO.: 200163

DRAWN BY: AMH

QA/QC BY: BG/ASW

SCALE: AS SHOWN

SHEET NO.:

5 OF 8

EXHIBIT "B"

LANDSCAPE & LIGHTING DISTRICT

NO. _____

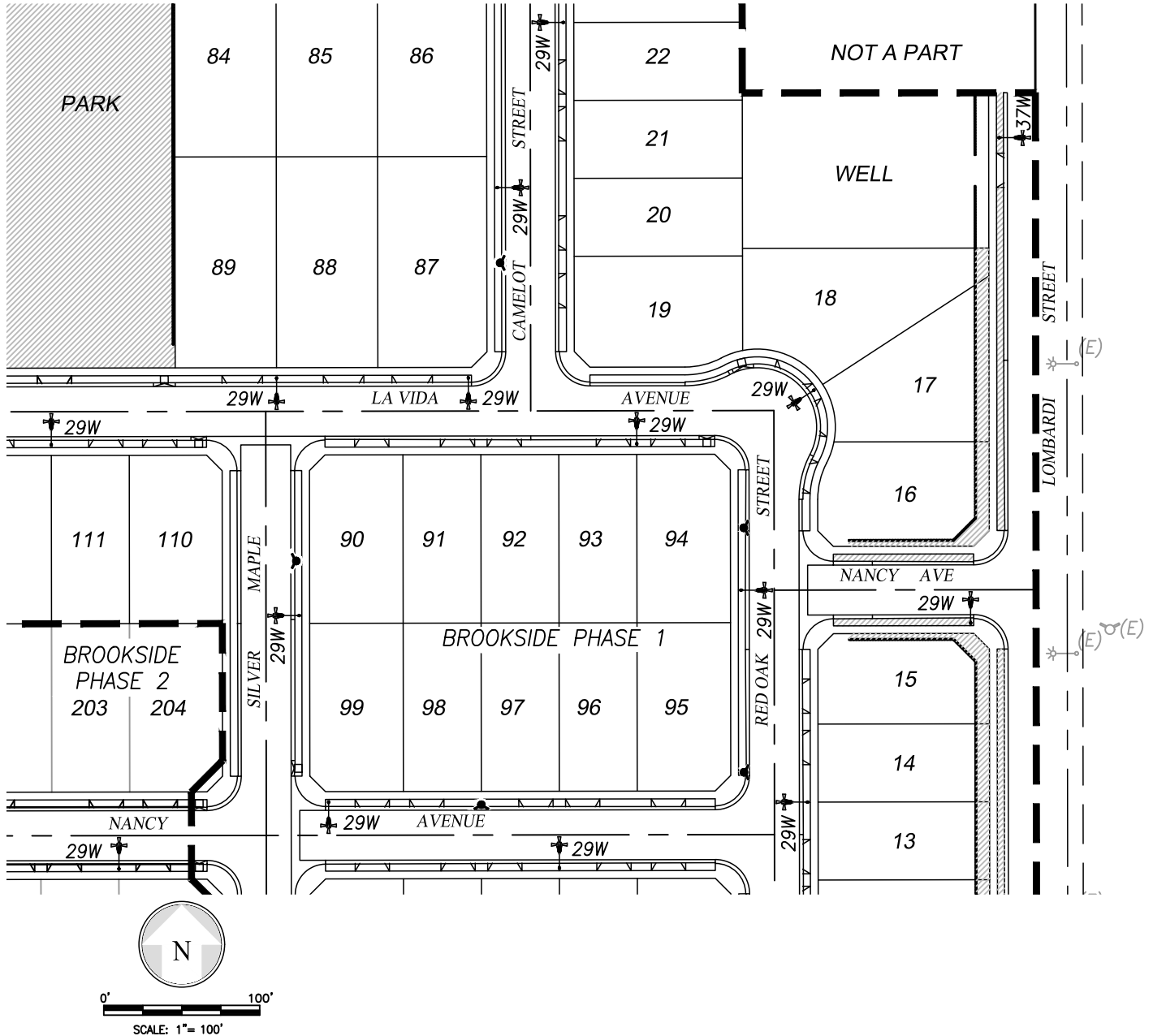
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-  37W (1) (11 TOTAL)
-  59W (0) (7 TOTAL)
-  (E)  EXISTING STREET LIGHTS (2) (22 TOTAL)
-  (E)  EXISTING FIRE HYDRANT (1) (5 TOTAL)



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PROJECT NO.: 200163

DRAWN BY: AMH

QA/QC BY: BG/ASW

SCALE: AS SHOWN

SHEET NO.:

6 OF 8

EXHIBIT "B"

LANDSCAPE & LIGHTING DISTRICT

NO. _____

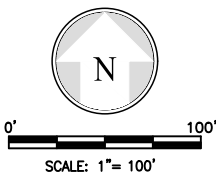
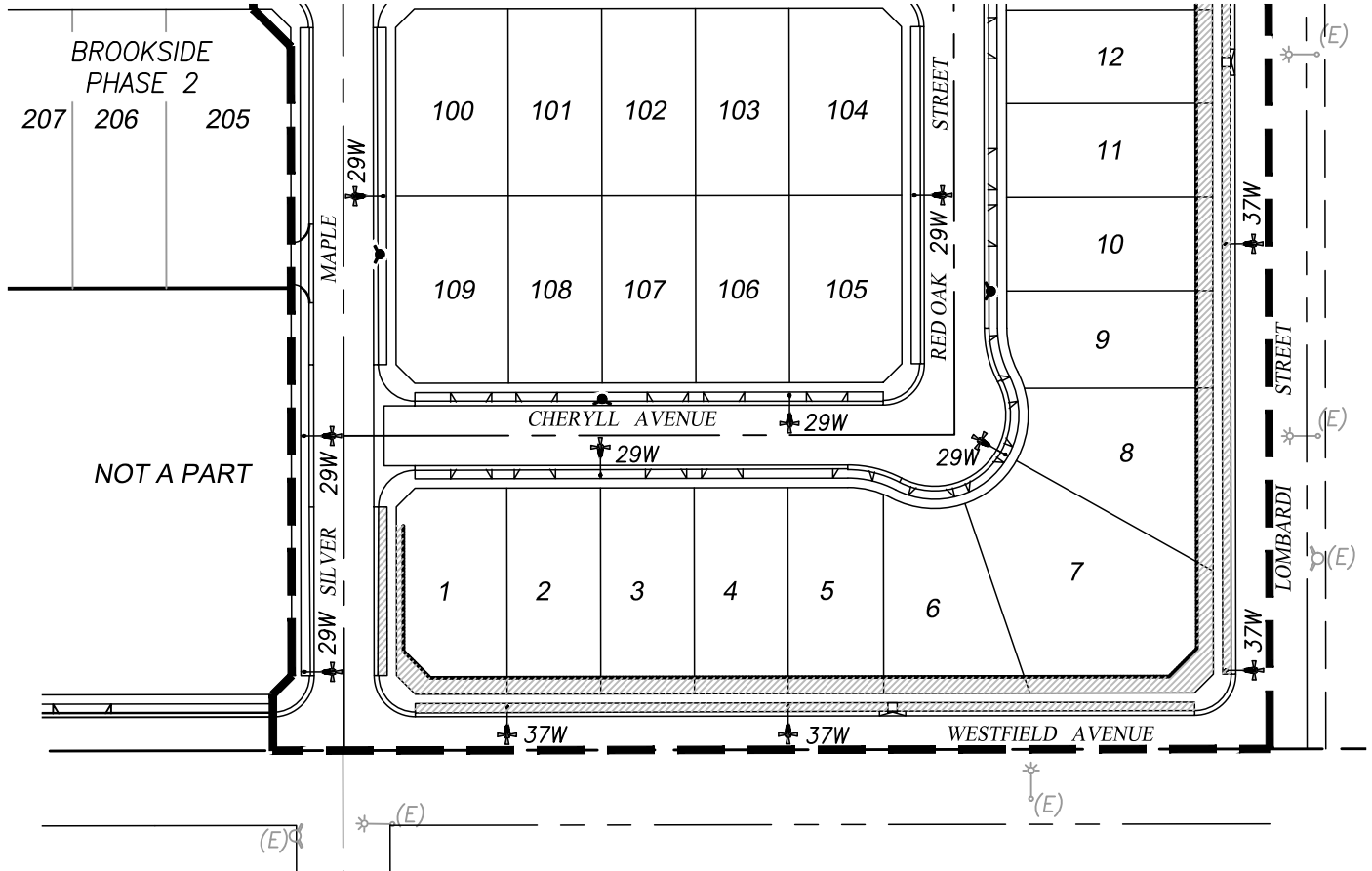
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-  (E)  EXISTING FIRE HYDRANT (2) (5 TOTAL)



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PROJECT NO.: 200163

DRAWN BY: AMH

QA/QC BY: BG/ASW

SCALE: AS SHOWN

SHEET NO.:

7 OF 8

EXHIBIT "B"

LANDSCAPE & LIGHTING DISTRICT

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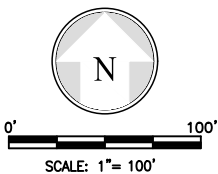
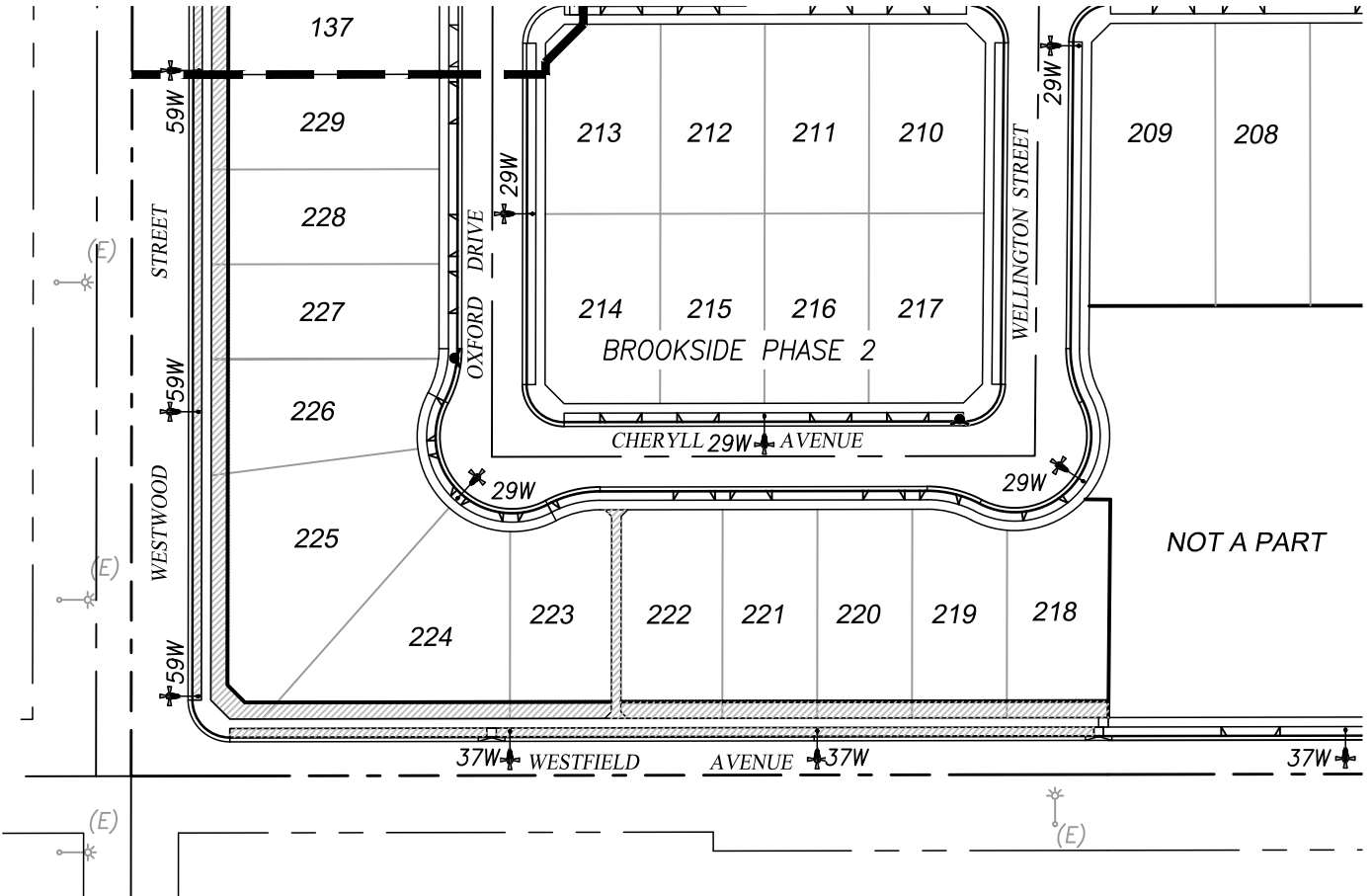
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PROJECT NO.: 200163

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QA/QC BY: BG/ASW

SCALE: AS SHOWN

SHEET NO.:

8 OF 8

EXHIBIT "B"

LANDSCAPE & LIGHTING DISTRICT

NO. _____

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CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Police Firing Range Cooperative Agreement with Lindsay Police Department

SOURCE: Police

COMMENT: The Porterville Police Department weapons training range became operational in May 2011 for live fire training. Currently, the California Highway Patrol, Lindsay Police Department, Farmersville Police Department and Porterville College Police Academy are under an agreement to utilize the firing range for training and qualifications of their personnel.

For the past decade, the Porterville Police Department has extended the use of the Department's Firearms Training Facility to the Lindsay Police Department. The executed agreement for use of the facility expires June 30, 2025.

The Lindsay Police Department has indicated it wishes to continue to use the training facility and has agreed to compensation for such use. The agreed-upon compensation is \$2,000 annually over the term of a three-year agreement for a total of \$6,000. The compensated amount in this new contract is a \$500-a-year increase in costs incurred to the City of Porterville for upkeep and range maintenance.

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

RECOMMENDATION: That the City Council:

1. Approve the Agreement for the period of July 1, 2025, to June 30, 2028; and authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

ATTACHMENTS:

1. 2025-2028 Lindsay PD Range agreement
2. Firearms Range Rules and Regulations

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Richard Tree, Interim City Manager



POLICE FIRING RANGE COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2025, between the CITY OF PORTERVILLE ("CITY"), and the CITY OF LINDSAY ("LINDSAY"), (each a "Party," and collectively, the "Parties"), with reference to the following:

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

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for three (3) years, commencing on July 1, 2025, and ending on June 30, 2028.
2. LPD desires use of the Range approximately twelve (12) times per agreement year, at the frequency of approximately one (1) use per month.
3. The cost per agreement year shall be two thousand dollars (\$2,000) paid annually each year, for a total of six thousand dollars (\$6,000).
4. The CITY shall furnish use of the Range to the LPD 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. LPD shall have the use of on-site firearms buildings located at the Range for training programs. Any available classroom facility may be used on a case-by-case basis, without additional charge, when arranged through the Porterville Police Department ("PPD") Range Supervisor.
6. PPD and LPD agree the Range shall be open and usable by members of LPD at such times that are mutually agreeable to both parties. Exclusive use of the facilities by LPD must be coordinated with, and scheduled by the PPD Range Supervisor.

7. Prior to exclusive use of the Range, LPD will submit their training agenda and course of fire to the PPD Range Supervisor for approval.
8. LPD agrees that its members using the Range under this Agreement shall be governed by the range safety rules established by PPD. (Firearms Range Rules and Regulations, attached.)
9. On their scheduled training days, the LPD Range Master shall contact PPD Watch Commander upon their arrival and departure from the RANGE.
10. After use of the facility, LPD agrees to ensure the Range is cleaned properly of all debris resulting from their use, including brass. Brass will be left in containers (containing only brass) at the Range for disposal by PPD.
11. Notwithstanding Section 16 herein, both the PPD and LPD reserve the right to cancel this Agreement with thirty (30) days advance written notice to the other, for any (or no) reason. The cost shall be prorated to account for the period the contract was in effect.
12. The amount to be paid by LINDSAY will be due and payable as follows: LINDSAY shall pay the amount as invoiced by the CITY on an annual basis of the agreed-upon cost within thirty days of receiving said invoice(s).
13. Indemnity/Hold Harmless Agreement: LINDSAY shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnities"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of LINDSAY's performance of its obligations under this agreement or out of the operations conducted by LINDSAY, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnities are made a party to any action, lawsuit, or other adversarial proceeding arising from LINDSAY's performance of this agreement, LINDSAY shall provide a defense to the City indemnities, or at the City's option, reimburse the City indemnities their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.
14. General Liability Insurance: LINDSAY shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence. LINDSAY's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form

CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insured's under such policies.

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

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

CITY OF PORTERVILLE:

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

CITY OF LINDSAY:

City of Lindsay
185 N Gale Hill Avenue
Lindsay, CA 93247
Phone: 559-562-2511

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

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

17. Termination.

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

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

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

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

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

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

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

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

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

20. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
21. The failure of any Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for the breach or any subsequent breach. The acceptance by any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.
22. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party.
23. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.
24. It is expected that this agreement will continue into coming years. In June of year of the agreement, the Porterville Chief of Police and the Lindsay Police Chief, or their designees, shall convene a meeting to discuss the agreement. If the agreement is continued, the Porterville Chief of Police shall provide the new cost (if applicable), and the new agreement will indicate the amount of funding each party shall be responsible for.

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

CITY OF PORTERVILLE:

Jake Castellow, Chief of Police

Date

CITY OF LINDSAY:

Nicholas Nave, Interim Director of Public Safety

Date

FIREARMS RANGE RULES AND REGULATIONS

The following safety regulations are designed to ensure the safety of all personnel in this department, as well as any other department, using the firearms training facility. The rules will be posted in a conspicuous location and shall be strictly enforced. The Range Master is responsible for the safe operation of the facility and he/she may take appropriate and necessary action to safeguard all persons using the facility or to ensure public safety. Failure to obey any of these regulations may result in disciplinary action and/or being ordered to leave the firearms facility by the Range Master or designated firearms instructor. The Range Master will take immediate action to address rules violations and, at his/her discretion, depending on the seriousness of the violation, report the violation to the Training Unit Supervisor.

These rules apply to the Porterville Police Department personnel, as well as any other person or agency using the firearms range facility.

1. No personnel will enter the Range Master's office without prior approval of the Range Master or firearms instructor.
2. Only authorized personnel will enter the storage area (seatrain).
3. No alcoholic beverages are permitted at the firearms training facility.
4. All firearms at the firearms training facility are subject to a safety inspection by the Range Master or firearms instructor at any time.
5. Only approved ammunition will be used at the firearms training facility. All ammunition is subject to inspection by the Range Master or firearms instructor at any time.
6. The loading and unloading of firearms will take place only in designated areas of the firearms facility.
7. All range activities will be coordinated through the Training Unit Supervisor or, if designated by the Training Unit Supervisor, the Range Master.
8. All injuries will be promptly reported to the Range Master or firearms instructor.
9. Shooting will only be at targets approved by the Range Master or firearms instructor.

10. When on the firing line, unholstered firearms shall be pointed downrange at all times.
11. Ear and eye protection are required at all times by all persons while on the range when any person is actively engaged in discharging a firearm.
12. During range qualification or firearms training, firing will only commence on the command of the Range Master or firearms instructor.
13. All firing will stop immediately if the Range Master or firearms instructor determines there is a safety issue. This will be done by yelling, "Cease fire!"
14. Firearms will not be left unattended, except unloaded firearms in designated areas.
15. Horseplay or unsafe handling of firearms will not be tolerated.
16. Persons not abiding by all of the above rules will leave the firearms training facility upon the request of the Range Master or firearms instructor.



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Sewer Utility Districts Annual Assessments Fiscal Year 2025-2026

SOURCE: Engineering and Project Management

COMMENT: At its meetings on April 16, 2013, October 15, 2013, February 3, 2016, and September 4, 2018, the City Council conducted Public Hearings for the formal formation of the Sewer Utility Districts for Areas 458, 455 A, 459 A & C, and 456 A, B & C and E. Henderson Avenue respectively. These four districts were completed by the City and Resolutions were approved to send the annual assessments to the Tulare County Auditor-Controller/Treasurer-Tax Collector office for repayment to the City.

The assessments, once approved by the Council, are placed upon the tax bill benefiting property owners as a special assessment, and collected by Tulare County. The assessment process must be fully filed with Tulare County by August 12, 2025, for the 2025-2026 tax year. Tulare County requires annual Resolutions from the Council in order to accept the annual assessments. Assessments are based on the final construction costs, sewer laterals and construction management.

Area 455 A Sewer Utility Districts Assessment includes 216 parcels at a total assessed cost of \$42,435.32. This upcoming fiscal year is also the twelfth year of the 30-year Assessment period.

Areas 456 A, B, & C and E. Henderson Avenue Assessment includes 198 parcels at a total assessed amount of \$62,365.14. This is the sixth year of the 30-year Assessment period.

Area 458 Sewer Utility District Assessment includes 381 parcels at a total assessed amount of \$82,757.36. The upcoming fiscal year will be the twelfth of the 30-year Assessment period.

Areas 459 A & C Sewer Utility Districts Assessment includes 318 parcels at a total assessed amount of \$56,475.78. This is the tenth year of the 30-year Assessment period.

The Districts were formed to allow property owners to reimburse the City over

thirty (30) years at three percent (3%) interest. The total amounts received from prior year assessments as well as voluntary pre-payments are as follows:

Fiscal Year Assessments	Assessment Revenue	Voluntary Pre-Payments	Current Delinquencies
2014/2015	\$126,276.41	\$130,032.42	\$0.00
2015/2016	\$126,603.98	\$69,048.43	\$0.00
2016/2017	\$185,168.18	\$15,259.88	\$0.00
2017/2018	\$184,126.14	\$21,973.81	\$0.00
2018/2019	\$183,131.60	\$4,003.33	\$122.14
2019/2020	\$182,361.74	\$69,693.20	\$244.28
2020/2021	\$243,525.39	\$20,315.12	\$1,606.78
2021/2022	\$242,799.68	\$6,431.26	\$2,282.06
2022/2023	\$242,782.54	\$9,373.03	\$2,406.38
2023/2024	\$238,755.89	\$4,871.09	\$2,707.69
2024/2025	\$234,930.18	\$23,512.76	\$9,286.60
Totals:	\$2,200,461.73	\$374,514.33	\$18,655.93

Staff is recommending that the City Council adopt the attached draft Resolutions approving the annual assessments for the 2025-2026 tax year.

RECOMMENDATION: That the City Council adopt the draft Resolutions ordering the continued sewer district assessments for the 2025-2026 Tax Year.

ATTACHMENTS:

1. Attachment A - Direct Charge (Special Assessment) Control
2. Attachment B - Authority to Approve Direct Charge
3. Attachment C - Compliance Certification
4. Draft Resolution - Area 455 Special Assessments
5. Draft Resolution - Area 456 Special Assessments
6. Draft Resolution - Area 458 Special Assessments
7. Draft Resolution - Area 459 Special Assessments

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Richard Tree, Interim City Manager

DIRECT CHARGE (SPECIAL ASSESSMENT) CONTROL

DATE: July 15, 2025

TO: **Tulare County Auditor-Controller**
Property Tax Section
Courthouse, Room 101-E
Visalia, CA 93291

FROM: **Agency** City of Porterville

Address 291 N Main Street

City, State, Zip Porterville, CA 93257

Contact Person, Phone Daniel Cervantez, (559) 782-7462

Hours Contact Person is available M-F 8:00 am-5:00 pm

E-mail (if available) dcervantez@ci.porterville.ca.us

Check items included:

- X 1. Resolution (s) stating compliance with code and that the charge is without regard to property valuation.
- X 2. Change authorization sheet.
3. Parcel listing. (not required if submitting electronically)

Fund/Charge Control

<u>Tax Code</u>	<u>Fund Name</u>	<u>Parcel Count</u>	<u>Amount</u>
<u>52531</u>	<u>PTV455SEWER</u>	<u>216</u>	<u>\$42,435.32</u>
<u>52531</u>	<u>PTV456SEWER</u>	<u>198</u>	<u>\$62,365.14</u>
<u>52531</u>	<u>PTV458SEWER</u>	<u>381</u>	<u>\$82,757.36</u>
<u>52531</u>	<u>PTV459SEWER</u>	<u>318</u>	<u>\$56,475.78</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Attach additional control sheets if necessary.

TULARE COUNTY AUDITOR-CONTROLLER

**AUTHORITY TO APPROVE DIRECT CHARGE (SPECIAL ASSESSMENT)
CHANGES**

DISTRICT/AGENCY City of Porterville

The following persons are authorized to approve changes to our Agency’s Special Assessment:

<u>TYPED NAME</u>	<u>SAMPLE SIGNATURE</u>
<u>Richard Tree</u>	<u></u>
<u>Daniel Cervantez</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

<u>Agency Official</u>	<u>7/15/2025</u>
<u>City Engineer</u>	<u>Date</u>
Title	

Attachment C

Compliance Certification and Hold Harmless Statement

The City of Porterville certifies the following:

I have read and am familiar with the requirements of Article XIIC and XIID of the State Constitution as revised by Proposition 218, including the articles cited below, and believe that all of the taxes, assessments, levies and fees accompanying this submission to the County Auditor-Controller for inclusion on the secured property tax roll are in compliance with the law.

Article XIIC. Sec. 2 c. "Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision b."

Article XIIC. Sec. 2 d. "No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved."

Article XIID. Sec. 5. "...this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article."

Article XIID. Sec. 6 d. "Beginning July 1, 1997, all fees or charges shall comply with this section."

In addition, the City/District agrees that it shall be solely liable and responsible, and will defend and hold the County harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City/District by the County; and

The City/District shall be solely liable and responsible, and will defend and hold the County and the County Auditor harmless from any and all legal fees or other costs incurred related to such a claim.

Approved by the governing Board on July 15, 2025
Date

Richard Tree, Interim City Manager

Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS
USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED
TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 455 Sewer Utility District was completed on November 19, 2013; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the Interim City Manager, Richard Tree, or City Engineer, Daniel Cervantez, are hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Parcel and Assessment listing
2. Direct Charge (Special Assessment) Control Sheet
3. Direct Charge (Special Assessment) Change Authorization Sheet
4. Compliance Certification and Hold Harmless Statement

PASSED, APPROVED AND ADOPTED, this 15th day of July, 2025.

ATTEST:

Richard Tree, Interim City Clerk

Greg Meister, Mayor

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS
USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED
TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 456 A, B & C, and E Henderson Ave Sewer Utility District was completed on September 4, 2018; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

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ATTEST:

Richard Tree, Interim City Clerk

Greg Meister, Mayor

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS
USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED
TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 458 Sewer Utility District was completed on May 7, 2013; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

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3. Direct Charge (Special Assessment) Change Authorization Sheet
4. Compliance Certification and Hold Harmless Statement

PASSED, APPROVED AND ADOPTED, this 15th day of July, 2025.

ATTEST:

Richard Tree, Interim City Clerk

Greg Meister, Mayor

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS
USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED
TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 459A & C Sewer Utility District was completed on February 17, 2015; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the Interim City Manager, Richard Tree, or City Engineer, Daniel Cervantez, are hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

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2. Direct Charge (Special Assessment) Control Sheet
3. Direct Charge (Special Assessment) Change Authorization Sheet
4. Compliance Certification and Hold Harmless Statement

PASSED, APPROVED AND ADOPTED, this 15th day of July, 2025.

ATTEST:

Richard Tree, Interim City Clerk

Greg Meister, Mayor

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



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Approval of Reduced Microtransit Fare for Porterville College Students

SOURCE: City Manager's Office

COMMENT: As part of the service changes approved earlier this year, fixed route service to Porterville College was discontinued effective July 1, 2025. Porterville College students and staff are now using the City's on-demand microtransit service, transPORT, which charges a standard fare of \$5.00 per trip.

To reduce the impact on students, Porterville College has requested a reduced fare of \$2.50 for trips that begin or end on campus. The discount would take effect August 1, 2025, ahead of the fall semester, and would apply only to eligible trips booked through the transPORT app or call center. The system will automatically identify qualifying trips.

Staff estimates 10 to 20 eligible trips per weekday. The program will be funded through the City's FY 2024–2025 Low Carbon Transit Operations Program (LCTOP) allocation of \$177,690. These same funds are also supporting a three-month extension of the City's Zero-Fare Program for Fixed Route and Dial-A-COLT services. Because both programs draw from the same funding source, the half-fare program will continue until funds are expended.

Staff will monitor usage and costs and return to the Council with updates if needed.

RECOMMENDATION: That the City Council approve a reduced fare of \$2.50 for transPORT trips that begin or end at Porterville College, effective August 1, 2025, to be funded by the FY 2024–2025 LCTOP allocation, and continued until funds are exhausted.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Approval of a Memorandum of Understanding Between the City of Porterville and the Tulare County Regional Transit Agency (TCRTA) Regarding On-Demand (Microtransit) Service Operations Within the Porterville Urbanized Area

SOURCE: City Manager's Office

COMMENT: The City of Porterville and Tulare County Regional Transit Agency (TCRTA) each operate on-demand microtransit services within overlapping regions of Tulare County. As both agencies strive to enhance regional mobility and improve customer experience, this MOU establishes a mutual framework to coordinate on-demand service operations within and adjacent to the Porterville Urbanized Area (UZA), as defined by the Federal Transit Administration (FTA).

The purpose of the MOU is to prevent service duplication, ensure operational alignment, and support the long-term sustainability of microtransit services. Key provisions of the agreement include:

Service Area Responsibilities: The City will operate on-demand service solely within the Porterville UZA, with the exception of healthcare-related trips from Sierra View Medical Center to affiliated clinics outside the UZA. TCRTA will operate service into and out of the UZA from areas within its jurisdiction.

Service Alignment and Fare Structure: Both parties agree to coordinate days and hours of operation and implement a unified fare structure to promote a consistent rider experience.

Technology and Customer Support: Both parties will use the same dispatching and booking software (VIA), and will coordinate in the event of service interruptions to maintain operations. Each agency is responsible for resolving its own customer service matters.

Regional Coordination and Data Sharing: The MOU outlines data sharing practices and monthly coordination meetings to review performance and discuss future initiatives.

Marketing and Branding: The parties will explore opportunities for unified branding and customer-facing materials.

This MOU was approved by the TCRTA Board of Directors on June 16, 2025, and is now presented to the Porterville City Council for final approval. There is no direct fiscal impact associated with approving the MOU. Each party will continue to bear its own operational costs unless otherwise agreed upon in writing.

RECOMMENDATION: That the City Council consider the approval of a Memorandum of Understanding (MOU) between the City of Porterville and the Tulare County Regional Transit Agency (TCRTA) regarding on-demand (microtransit) service operations within and adjacent to the Porterville Urbanized Area (UZA), and authorize the Interim City Manager to execute the MOU.

ATTACHMENTS: 1. TCRTA Microtransit MOU

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF PORTERVILLE AND THE TULARE COUNTY REGIONAL TRANSIT AGENCY REGARDING ON-DEMAND (MICROTRANSIT) SERVICE OPERATIONS WITHIN THE PORTERVILLE URBANIZED AREA

This Memorandum of Understanding (MOU) is entered into by and between the City of Porterville, a charter city organized under the laws of the State of California (hereinafter referred to as the "City"), and the Tulare County Regional Transit Agency, a joint powers authority (hereinafter referred to as "TCRTA"). The City and TCRTA are collectively referred to herein as the "Parties."

I. PURPOSE

The purpose of this MOU is to establish a mutual understanding of how the City and TCRTA will coordinate and operate on-demand (microtransit) services within and adjacent to the Porterville Urbanized Area (UZA), including service boundaries, passenger eligibility, operational alignment, fare structure, data sharing, and regional collaboration.

II. SERVICE AREA RESPONSIBILITIES

A. City of Porterville Responsibilities

- i. The City shall operate on-demand microtransit service solely for trips that originate and terminate within the Porterville UZA, as defined by the Federal Transit Administration's FTA Census Map.
- ii. The City shall coordinate with TCRTA to avoid duplication of service and ensure alignment of service delivery.
- iii. Exception: The City may provide transportation service from Sierra View Medical Center to its affiliated outpatient clinics located outside of the Porterville UZA, for the specific purpose of assisting patients with continuity of care. These trips are considered essential healthcare-related services. The City shall coordinate with TCRTA to ensure that any service provided under this exception does not duplicate existing service and does not conflict with the 100% cost recovery requirement.

B. TCRTA Responsibilities

- i. TCRTA shall operate on-demand microtransit service that transports passengers into the Porterville UZA from areas outside of the UZA,

without trip restrictions, provided the service area falls within TCRTA's jurisdiction.

- ii. TCRTA shall also transport passengers residing within the Porterville UZA to destinations outside of the UZA, without restrictions, as long as such destinations are within the TCRTA service area.

III. SERVICE ALIGNMENT

Both Parties agree to:

1. Operate on-demand microtransit services on the same days and during the same hours of operation, as mutually agreed upon.
2. Implement and maintain a unified fare structure for all on-demand microtransit services operating within the Porterville UZA to ensure consistency for the public.

IV. SOFTWARE TECHNOLOGY AND SERVICE SUPPORT

1. Both Parties agree to utilize the same software platform, VIA, for dispatching, routing, and trip booking.
2. In the event of a service interruption or planned downtime by either Party, both Parties agree to coordinate in advance and support each other's service delivery, if operational capacity allows.

V. CUSTOMER SERVICE

1. Each Party is solely responsible for addressing and resolving customer complaints or service-related issues pertaining to their own operations.

VI. MARKETING AND BRANDING

1. The Parties agree to explore opportunities for shared branding and unified marketing materials to provide a more seamless and user-friendly customer experience in the future.

VII. DATA SHARING AND REGIONAL COORDINATION

1. Both Parties agree to share operational and performance data, including but not limited to ridership, trip origin/destination, service coverage, on-time performance, and customer feedback, in a timely and mutually agreed-upon format.

2. Data sharing shall comply with all applicable local, state, and federal privacy regulations.
3. Both Parties shall participate in monthly regional coordination meetings to review service data, identify areas for improvement, and discuss joint initiatives.
4. The Parties agree coordinate on regional initiatives and planning documents, with the goal of supporting the long-term sustainability of on-demand microtransit programs in the region.

VIII. GENERAL PROVISIONS

1. This MOU is intended to reflect the mutual understanding of the Parties and does not create legally binding obligations unless and until formal agreements are executed by the governing bodies of each Party.
2. This MOU may be amended at any time by written agreement of both Parties.
3. Each Party shall bear its own costs and expenses in implementing this MOU unless otherwise agreed in writing.

IX. TERM AND TERMINATION

This MOU shall become effective upon execution by both Parties and shall remain in effect until amended or terminated by either Party with thirty (30) days' written notice to the other Party.

//////////

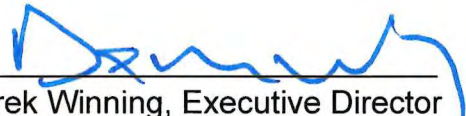
IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates written below.

CITY OF PORTERVILLE

By: _____
Richard Tree, Director of Transportation

Date: _____

TULARE COUNTY REGIONAL TRANSIT AGENCY

By: 
Derek Winning, Executive Director

Date: 6-16-25



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Approval of Resolution Authorizing the Filing of Regional Surface Transportation Program Exchange Fund Claim for the Fiscal Year 2024-2025

SOURCE: Finance

COMMENT: Each year, the City receives an apportionment of federal Regional Surface Transportation Program (RSTP) funds in exchange for State Highway Account funds from the Tulare County Associations of Governments (TCAG). For Fiscal Year 2024-2025, the amount of RSTP funds available to claim from TCAG is \$405,122.69.

In order for the City to receive distribution of RSTP funds, TCAG requires a Resolution of the City Council authorizing a specific person to file the form. Attached is a draft Resolution authorizing the Public Works Director to sign and submit the claim to TCAG for RSTP funds in the amount of \$405,122.69 for Fiscal Year 2024-2025.

RECOMMENDATION: That the City Council authorize and direct the Public Works Director to sign and submit the Fiscal Year 2024-2025 Regional Surface Transportation Program (RSTP) Exchange funds claim to the Tulare County Association of Governments on behalf of the City in the amount of \$405,122.69.

ATTACHMENTS:

1. Draft Resolution
2. Regional Surface Transportation Program Claim Form

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Richard Tree, Interim City Manager

RESOLUTION NO. ____-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AUTHORIZING THE PUBLIC WORKS DIRECTOR
TO FILE A REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP)
EXCHANGE FUND CLAIM FORM FOR FISCAL YEAR 2024-2025**

WHEREAS: The Tulare County Association of Governments (TCAG) and the California Department of Transportation (Caltrans) have entered into a Standard Agreement contract to exchange unobligated balances of federal Regional Surface Transportation Program (RSTP) funds with non-federal State Highway Account funds; and

WHEREAS: Caltrans Division of Programming releases a 5-year ESTIMATE of RSTP Exchange Program apportionments for inclusion in the Federal Transportation Improvement Program (FTIP) Programming document every 2 years to California Metropolitan Planning Organizations (MPOs); and

WHEREAS: TCAG is the designated MPO for Tulare; and

WHEREAS: The Annual RSTP Exchange Program fund apportionment is an ESTIMATE and subject to change during the Fiscal Year 2024-2025 due to many Federal Surface Transportation Bill variables including the annual appropriations act as well as other Congressional actions (i.e., rescissions); and

WHEREAS: The FINAL RSTP Exchange apportionment amount is published at the end of Fiscal Year 2024-2025 and can be different than the ESTIMATE of RSTP Exchange apportionment figure; and

WHEREAS: Annually, Caltrans sends TCAG a Standard Agreement contract that includes an RSTP Exchange Program apportionment figure; and

WHEREAS: TCAG applies a population-based distribution formula using current Department of Finance (DOF) population estimates (January 2025) to the RSTP apportionment to determine the amount of RSTP Exchange funds to be distributed to TCAG member jurisdictions; and

WHEREAS: The ESTIMATE of RSTP Exchange Program fund apportionment amount available to claim in Fiscal Year 2024-2025 for the City of Porterville is \$405,122.69; and

WHEREAS: Payment of the ESTIMATE of RSTP Exchange fund claim will be subject to all conditions specified in the fully executed standard contract agreement between TCAG and Caltrans, as well as the TCAG RSTP Exchange claim form requirements: Projects to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23 of the United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code; and

WHEREAS: If the FINAL RSTP Exchange apportionment figure is higher for Fiscal Year 2024-2025 than the ESTIMATE of RSTP Exchange apportionment figure, Caltrans would have to revise the RSTP Exchange Standard Agreement contract with the higher RSTP figure before TCAG could instruct the Tulare County Auditor-Controller's Office to distribute a greater amount of RSTP Exchange Program funds to member agencies, than identified in this resolution; and

WHEREAS: If the FINAL RSTP Exchange apportionment figure is lower for Fiscal Year 2024-2025 than the ESTIMATE of RSTP Exchange apportionment amount, Caltrans does not have to revise the RSTP Exchange contract with the lower amount before TCAG could recalculate the available RSTP Exchange Program funds using the same population-based formula and then instruct the Tulare County Auditor-Controller's Office to distribute the lower Fiscal Year 2024-2025 FINAL RSTP Exchange Program fund amount to member agencies; and

WHEREAS: The City of Porterville has established special gas tax street improvement fund as a requirement to receive the RSTP Exchange Program funds; and

WHEREAS: It is deemed in the best interest of the City of Porterville to authorize the Public Works Director to sign the Fiscal Year 2024-2025 RSTP Exchange Program fund claim form and to submit said claim form to TCAG for processing.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby authorize and direct the Public Works Director to sign and submit the above-described Fiscal Year 2024-2025 RSTP Exchange Program fund claim on behalf of the City of Porterville in the amount of \$405,122.69.

PASSED, APPROVED AND ADOPTED this 15th day of July, 2025.

Greg Meister, Mayor

ATTEST:
Richard Tree, Interim City Clerk

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

**Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY 2024/2025**

Claimant: **City of Porterville**

FY 2024/2025 Claim Amount: \$405,122.69

Claim Guidelines:

Projects outlined in the table below to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

Claim Instructions:

1. List (print or type) each **INDIVIDUAL** project to be funded with this claim.
2. List the amount of funds to be used for each project.
3. If the project is not a capacity expanding project and is exempt from the air quality conformance analysis check the “Exempt” box. (☒)
4. If the project is a capacity expanding project and the “build” alternative of the air quality conformance analysis has been completed for the project as required check the “Air Quality” box. (☒)

Project	Cost of Project	Air Quality	Exempt
1. Cold mix and AC pavement overlay program	\$405,122.69	☐	☒
2.	\$	☐	☐
3.	\$	☐	☐
4.	\$	☐	☐

**Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY 2024/2025**

Claimant: **City of Porterville**

FY 2024/2025 Claim Amount: \$405,122.69

It is understood by **City of Porterville**, (claimant) that payment of this claim is subject to approval by the TCAG Governing Board and must be in accordance with the TCAG and Caltrans Agreement. Said monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved.

The undersigned claimant, by accepting these funds agrees to establish a special account for the purpose of depositing funds received from TCAG pursuant to this agreement:

- a. For cities, within their Special Gas Tax Street Improvement Fund; or
- b. For the county, within their County Road Fund

The undersigned claimant, by accepting these funds, agrees to grant the State of California auditors access to their books and records for the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement. All documents will be available for inspection by authorized Caltrans agents at any time during the project development and for a four-year period from the date of completion of the project, or one year after the audit is completed or waived by Caltrans, whichever is later.

If the undersigned claimant fails to use funds received hereunder in accordance with the terms of the agreement, the claimant agrees to return the exchange funds to TCAG for credit to the special account described above.

Further, the **Public Works Director** of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of his/her knowledge.

Authorized Representative:

Signature

Print Name

Title

Date

Executive Director, TCAG

Print Name



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Approval of Letter of Support for Continued Operation of the Balch Park Pack Station

SOURCE: City Manager's Office

COMMENT: The Balch Park Pack Station has served as a valued recreational and cultural resource in Tulare County for nearly 50 years. Operated by Tim and Dianne Shew, the Pack Station provides equestrian access to Sequoia National Park, Sequoia National Forest, and the Golden Trout Wilderness. Beyond recreation, the Shews have played a critical role in supporting regional tourism and maintaining backcountry trails used by hikers, campers, and equestrians.

Recent changes to their lease with CAL FIRE have created uncertainty about the station's future. In response, community members, local officials, and partner organizations have expressed strong support for the Shews and their continued operation.

The attached draft letter reinforces the City of Porterville's support for the Shews and their long-standing contribution to outdoor access, economic activity, and public land stewardship.

RECOMMENDATION: That the City Council approve the draft letter of support for the continued operation of the Balch Park Pack Station and authorize the Mayor to sign the letter on behalf of the City Council.

ATTACHMENTS: 1. Draft Letter

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager



July 15, 2025

Director/Fire Chief Joe Tyler
CAL FIRE, California Department of Forestry and Fire Protection
P.O. Box 944246
Sacramento, CA 94244-2460

RE: Support for Continued Operation of the Balch Park Pack Station

Dear Director/Fire Chief Tyler,

On behalf of the Porterville City Council, I am writing to express our strong support for the continued operation of the Balch Park Pack Station, located within the Mountain Home Demonstration State Forest and operated by Tim and Dianne Shew. For nearly 50 years, the Shew family has served the public by providing equestrian access to Sequoia National Park, Sequoia National Forest, and the Golden Trout Wilderness.

The Balch Park Pack Station is a valued community asset that has provided seasonal access to the Sierra Nevada backcountry for generations of visitors. In addition to serving recreational users, the Shews have maintained public access by clearing and maintaining over 30 miles of trails each year. Their efforts have helped support tourism in Tulare County and have made the outdoors more accessible to individuals who may not otherwise be able to experience these remote areas.

We understand that recent lease terms may prevent the Shews from continuing this important work. The removal of the on-site cabin, which has historically served as essential living and operational space, creates a major barrier to the Pack Station's ability to serve the public. Without adequate accommodations, the operation cannot continue in a safe or sustainable way.

We respectfully ask CAL FIRE to work with the Shews to find a solution that supports the continued operation of the Pack Station. Their contributions to public access, environmental stewardship, and the local economy reflect the type of partnership that benefits the public and aligns with the mission of the Demonstration State Forest program. We believe this legacy should not be lost.

Thank you for your time and consideration.

Sincerely,

Mayor Greg Meister
City of Porterville



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Opposition to California Senate Bill 707 and Recommendation to End Virtual Public Comment

SOURCE: City Manager's Office

COMMENT: Senate Bill 707, as amended on May 29, 2025, would require all city councils and other legislative bodies to offer two-way virtual public access and real-time interpretation services at all open meetings beginning January 1, 2026. These requirements would remain in effect through January 1, 2030, with some elements, such as disability-based remote participation, becoming permanent.

While the bill is intended to expand access to public meetings, it imposes significant unfunded mandates on local governments. If enacted, the City would be required to invest in costly upgrades to its public meeting infrastructure, including audio-visual equipment, interpretation services, and ongoing technical support and staffing. These new obligations come with no guarantee of state reimbursement, placing added pressure on limited municipal resources.

As a charter city, Porterville has long exercised discretion over its public meeting procedures. SB 707 would override this local authority by declaring its provisions a matter of statewide concern, applying uniformly to all cities regardless of charter status, size, capacity, or community needs. This one-size-fits-all approach eliminates the City's ability to manage its own affairs and adapt public engagement policies in a fiscally responsible and community-specific manner.

In light of these considerations, staff recommends that the City Council formally oppose SB 707 and return to in-person public participation at City Council meetings and any other public meetings where virtual public participation is currently offered. A draft letter of opposition is attached for the Mayor's signature, along with the latest amended version of SB 707.

Although the City will discontinue virtual public comment, the public will still be able to view City Council meetings in real time via the City's official YouTube livestream, ensuring continued transparency and accessibility.

RECOMMENDATION:

That the City Council:

1. Oppose California Senate Bill 707 (Durazo), which imposes new unfunded mandates and removes local discretion over public meeting procedures;
2. Direct staff to immediately discontinue the City's virtual public comment option and return to in-person participation for all City Council meetings and any other public meetings where virtual public participation is currently offered; and
3. Authorize the Mayor to finalize and transmit the attached draft letter opposing SB 707 to the City's local State representatives.

ATTACHMENTS:

1. California-2025-SB707-Amended
2. Draft Letter

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager

AMENDED IN SENATE MAY 29, 2025
AMENDED IN SENATE APRIL 07, 2025

CALIFORNIA LEGISLATURE— 2025–2026 REGULAR SESSION

SENATE BILL

NO. 707

Introduced by Senator Durazo
(Principal coauthor: Senator Arreguín)

February 21, 2025

An act to amend Sections 54952, 54952.7, 54953, 54953.5, 54953.7, 54954.2, 54954.3, 54956, 54956.5, ~~54957.1~~, 54957.6, ~~54960~~, ~~54957.95~~, and 54960.2 of, to amend and repeal Section 54952.2 of, to add Sections 54953.8, 54953.8.1, ~~and 54953.8.2~~ ~~54953.8.2~~, and ~~54953.10~~ to, and to add and repeal Sections 54953.8.3, 54953.8.4, 54953.8.5, 54953.8.6, 54953.8.7, and 54953.9 of, the Government Code, relating to local government.

LEGISLATIVE COUNSEL'S DIGEST

SB 707, as amended, Durazo. Open meetings: meeting and teleconference requirements.

(1) Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate.

This bill would, until January 1, 2030, require ~~a city council or a county board of supervisors~~ *an eligible legislative body, as defined*, to comply with additional meeting requirements, including ~~that that, except as specified~~, all open and public meetings include an opportunity for members of the public to attend via a 2-way telephonic service or a 2-way audiovisual platform, as defined, ~~that a system is in place for requesting and receiving interpretation services for public meetings, as specified~~, and that the ~~city council or county board of supervisors~~ *eligible legislative body take specified actions to* encourage residents to participate in public meetings, as specified.

(2) Existing law defines “legislative body” for ~~these~~ purposes *of the act* to mean, among other things, a commission, committee, board, or other body of a local agency, whether permanent or temporary, decisionmaking or advisory, created by charter, ordinance, resolution, or formal action of a legislative body. Existing law specifies that “legislative body” does not include advisory committees, composed solely of the members of the legislative body that are less than a quorum of the legislative body, except for specified standing committees of a legislative ~~bodies~~ *body*.

This bill would revise and recast the above-described definition of a legislative body and would specify that ~~bodies with certain subject matter jurisdiction, including elections, and~~ advisory committees with a continuing subject matter jurisdiction or a fixed meeting schedule, as specified, are legislative bodies.

Existing law prohibits a majority of the members of a legislative body, outside a meeting authorized by the act, from using a series of communications of any kind to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body. Existing law defines “meetings” for these purposes to mean any congregation of a majority of the members of a legislative body at the same time and

location, as specified, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body. Until January 1, 2026, existing law excepts from the prohibition a member engaging in separate conversations or communications outside of a meeting with any other person using an internet-based social media platform for specified purposes, provided, among other things, that a majority of the members do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body.

~~This bill would also include as a “meeting” any conversation between members of a legislative body regarding, among other things, boundary lines of the districts of the legislative body. The bill~~ would make the above-described exception related to communications on an internet-based social media platform applicable indefinitely.

(3) Existing law requires a legislative body, prior to taking final action, to orally report a summary of a recommendation for a final action on specified forms of compensation for a local agency executive, as defined, during the open meeting in which the final action is to be taken.

This bill would also require the legislative body to make that oral report, as provided above, prior to taking final action on those specified forms of compensation for an unrepresented employee of the local agency.

~~(3)~~

(4) Existing law requires a legislative body of a local agency or its designee, at least 72 hours before a regular meeting, to post an agenda that meets specified requirements, including that the agenda contain a brief general description of each item of business to be transacted or discussed at the meeting, as specified.

This bill would ~~also~~ require the agenda ~~to be provided in English and in all other~~ *for each meeting of an eligible legislative body, as defined, to be translated into all applicable languages. The bill would define “applicable languages” to mean* languages spoken jointly by 20% or more of the population in the *city or* county in which the ~~local agency eligible legislative body~~ is located that, among other things, speaks English less than “very well,” as specified, and except as provided.

Existing law requires every agenda for regular meetings to provide an opportunity for members of the public to directly address the legislative body on any item of interest of the public, as specified. Existing law specifies that the agenda is not required to provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, as specified.

This bill would remove the provision related to an item that has already been considered by a committee.

~~(4)~~

(5) Existing law authorizes a legislative body of a local agency to require a copy of the act to be given to each member of the legislative body and specified persons elected to serve as a member of the legislative body, and authorizes an elected legislative body member to require a copy to be given to each member of each legislative body all or a majority of whose members are appointed by or under the authority of the elected legislative body.

This bill would instead require a ~~legislative body of a~~ local agency to provide a copy of the act to ~~each member of the legislative body and specified persons~~ *any person* elected or appointed to serve as a member of ~~the legislative body, as described above.~~ *a legislative body of the local agency.*

Existing law authorizes legislative bodies of local agencies to impose requirements upon themselves which allow greater access to their meetings than prescribed by the minimal standards set forth in the act, and authorizes an elected legislative body of a local agency to also impose those requirements on those appointed legislative bodies of the local agency of which all or a majority of the members are appointed by or under the authority of the elected legislative body.

This bill would remove the above-described requirement that members of an appointed legislative body of a local agency must be appointed by or under the authority of the elected legislative body of a local agency in order for the elected legislative body to impose the above-described requirements on the appointed legislative body.

~~(5) Existing law requires the legislative body of any local agency to publicly report any action taken in closed session and the vote or abstention on that action of every member present pursuant to specified requirements, including that action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee in closed session held under specified provisions is reported at the public meeting during that closed session and that the report identifies the title of the position.~~

~~This bill would require any report subject to the above-described requirement to also include an estimate of the fiscal impact of the action taken.~~

~~Existing law authorizes a court in its discretion to order a legislative body, upon a judgment of a violation of specified closed session provisions, to audio record closed sessions and preserve the audio recordings for the period and under specified terms the court deems appropriate. Existing~~

(6) Existing law authorizes a district attorney or any interested person to file an action to determine the applicability of the act to past actions of the legislative body pursuant to specified provisions relating to violations of the act if specified conditions are met, including that the district attorney or interested person first submits a cease and desist letter to the clerk or secretary of the legislative body being accused of the violation, as specified, within 9 months of the alleged violation.

~~This bill would expand the violations for specified closed sessions described above to instead include a violation of any provision under the act authorizing a closed session. The bill~~ would instead require that a cease and desist letter described above be submitted within 12 months of the alleged violation.

~~(6)~~

(7) Existing law provides any person attending an open and public meeting of a legislative body of a local agency with the right to record the proceedings with an audio or visual recorder or a still or motion picture camera, as specified.

This bill would remove the reference to an audio or visual recorder or a still or motion picture camera for purposes of recording the proceedings, as described above.

~~(7)~~

(8) Existing law authorizes a legislative body of a local agency to use teleconferencing, as specified, and requires a legislative body of a local agency that elects to use teleconferencing to comply with specified general requirements, including that the local agency post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Existing law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified.

Existing law authorizes members who are outside the jurisdiction of a health authority, as defined, that conducts a teleconferencing meeting to, notwithstanding the above-described general teleconference provisions, count towards the establishment of a quorum when participating in the teleconference if, among other things, at least 50% of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction.

Existing law authorizes, in certain circumstances, the legislative body of a local agency to use specified alternative teleconferencing which include provisions related to, among others, notice of the means by which members of the public may access the meeting and offer public comment and identifying and including an

opportunity for all persons to attend via a call-in option or an internet-based service option. Those circumstances in which the legislative body of a local agency is authorized to use the alternative teleconferencing provisions include specified circumstances relating to a state of emergency, as defined, and, until January 1, 2026, subject to specified limitations, a member's need to participate remotely due to just ~~cause~~ *cause, defined to include, among other things, a physical or mental disability*, or emergency circumstances, as defined.

Existing law also authorizes certain eligible legislative bodies, including neighborhood councils and student body associations and student-run community college organizations to, until January 1, 2026, use alternate teleconferencing if, among other requirements, the city council or board of trustees, as applicable, has adopted an authorizing resolution and $\frac{2}{3}$ of the neighborhood city council or specified student organization, as applicable, votes to use alternate teleconference provisions, as specified.

This bill would revise and recast the above-specified alternative teleconferencing provisions to uniformly apply certain noticing, accessibility, and public commenting provisions. The bill would require a legislative body of a local agency that elects to use teleconferencing pursuant to these alternative teleconferencing provisions to comply with specified requirements, including that the legislative body provides at least either 2-way audiovisual platform or 2-way telephonic service and a live webcasting of the meeting as a means by which the public may, among other things, remotely hear and visually observe the meeting, and that a member of the legislative body who participates in a teleconference meeting from a remote location ~~is~~ *and the specific provision of law that the member relied upon to permit their participation by teleconferencing are* listed in the minutes of the meeting. The bill would require the local agency to identify and make available to legislative bodies a list of *one or more* meeting locations that *may be available for use by* the legislative bodies ~~may use~~ to conduct their meetings.

The bill would instead authorize a health authority, as defined, to conduct a teleconference meeting pursuant to the above-described alternative teleconferencing provisions.

The bill would revise and recast the alternative teleconferencing provisions applicable in a state of emergency, as defined. The bill would also include a local emergency, as defined, as a circumstance in which a legislative body of a local agency is authorized to use the alternative teleconferencing provisions.

The bill would revise and recast the alternative teleconferencing provisions applicable in cases of a member's need to participate remotely due to just cause or emergency circumstances, as defined, to remove the provision applicable to emergency ~~circumstances and~~ *circumstances*, to broaden the definition of just cause to include a physical or family medical emergency that prevents a member from attending in ~~person~~ *person, and to require the agenda for a meeting to identify the specific type of just cause that each member relied upon to participate remotely, as specified*. The bill would extend the authorization to use the alternative teleconferencing provision until January 1, 2030. *The bill would make the authorization for a member to participate remotely in the case of a physical or mental disability effective indefinitely, as specified.*

The bill would revise and recast the alternative teleconferencing provisions applicable to neighborhood councils and student body associations and student-run community college organizations and would extend the authorization to use the alternative teleconferencing provision until January 1, 2030.

The bill would, until January 1, 2030, also authorize *a* specified subsidiary ~~bodies~~ *body* of local agencies to conduct a teleconference meeting pursuant to the above-described alternative teleconferencing provisions, provided that it complies with the requirements for alternative teleconferencing described above and additional requirements, including that the subsidiary body designates ~~a primary~~ *at least one* physical meeting location *within the boundaries of the legislative body that created the subsidiary body* where members of the public may physically attend, observe, hear, and participate in the meeting, as specified.

The bill would, until January 1, 2030, also authorize specified multijurisdictional bodies of local agencies to conduct a teleconference meeting pursuant to the above-described alternative teleconferencing provisions, provided that it complies with the requirements for alternative teleconferencing described above and additional

requirements, including that the eligible multijurisdictional body has adopted a resolution that authorizes the multijurisdictional body to use teleconferencing at a regular meeting in open session.

~~(8)~~

~~(9) Existing law authorizes a special meeting to be called any time by, among other persons, the presiding officer of the legislative body of a local agency, by delivering specified written notices and posting a notice on the local agency's internet website, if the local agency has one. Existing law requires specified legislative bodies to comply with the internet website posting requirement. Existing law prohibits a legislative body of a local agency from calling a special meeting regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined.~~

The bill would remove the requirement that only specified legislative bodies comply with the internet website posting requirement, thereby imposing that requirement on all legislative bodies.

~~The bill would also prohibit a legislative body of a local agency from calling a special meeting regarding the evaluation of performance, discipline, or dismissal of a local agency executive, or a member of the legislative body. The bill would prohibit a legislative body from, among other things, considering the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee, at a special meeting, unless the item is properly before the legislative body, as specified, and certain criteria are met, including that at least 4 /5 of the legislative body vote at the start of the meeting to proceed with the meeting.~~

~~(9)~~

(10) Existing law authorizes a legislative body of a local agency to hold an emergency meeting without complying with specified notice and posting requirements in the case of specified emergency circumstances, as specified, and imposes various requirements under these provisions applicable to either legislative bodies generally or legislative bodies which are a school board.

This bill would remove the school board distinction from the above-described provisions, thereby imposing the same requirements to hold an emergency meeting on all legislative bodies of local agencies.

By imposing additional duties on legislative bodies of local agencies, the bill would impose a state-mandated local program.

(11) Existing law authorizes, in addition to other related specified authorizations, the presiding member of the legislative body conducting a meeting or their designee to remove, or cause the removal of, an individual for disrupting the meeting.

This bill would specify that a meeting for purposes of that provision includes any teleconferenced meeting.

(12) The bill would make other updates to references in the act.

~~(10)~~

(13) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

~~(11)~~

(14) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

~~(12)~~

~~(15)~~ The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

~~(13)~~

~~(16)~~ 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.

Digest Key

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 54952 of the Government Code is amended to read:

54952. As used in this chapter, “legislative body” means:

- (a) The governing body of a local agency or any other local body created by state or federal statute.
- (b) A commission, committee, board, or other body of a local agency, whether permanent or temporary, decisionmaking or advisory, created by charter, ordinance, resolution, or formal action of a legislative body.
- (c) (1) A board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity that either:
 - (A) Is created by the elected legislative body in order to exercise authority that may lawfully be delegated by the elected governing body to a private corporation, limited liability company, or other entity.
 - (B) Receives funds from a local agency and the membership of whose governing body includes a member of the legislative body of the local agency appointed to that governing body as a full voting member by the legislative body of the local agency.
- (2) Notwithstanding subparagraph (B) of paragraph (1), no board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity that receives funds from a local agency and, as of February 9, 1996, has a member of the legislative body of the local agency as a full voting member of the governing body of that private corporation, limited liability company, or other entity shall be relieved from the public meeting requirements of this chapter by virtue of a change in status of the full voting member to a nonvoting member.
- (d) The lessee of any hospital the whole or part of which is first leased pursuant to subdivision (p) of Section 32121 of the Health and Safety Code after January 1, 1994, where the lessee exercises any material authority of

a legislative body of a local agency delegated to it by that legislative body whether the lessee is organized and operated by the local agency or by a delegated authority.

(e) (1) An advisory or standing committee of a legislative body, irrespective of its composition, which has a continuing subject matter jurisdiction, or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body.

(2) However, advisory committees, composed solely of the members of the legislative body that are less than a quorum of the legislative body are not legislative bodies.

~~(3) Notwithstanding paragraph (2), any commission, committee, board, or other body of a local agency, decisionmaking or advisory, with subject matter jurisdiction over elections, budgets, police oversight, or removing materials from, or restricting access to, facilities of the legislative body that created it is a legislative body.~~

SEC. 2. Section 54952.2 of the Government Code, as amended by Section 1 of Chapter 89 of the Statutes of 2020, is amended to read:

54952.2. (a) As used in this chapter, “meeting” means ~~either of the following:~~

~~(1) Any~~ *any* congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

~~(2) Any conversation between members of the legislative body regarding any of the following:~~

~~(A) Boundary lines of the districts of the legislative body.~~

~~(B) Compensation of members of the legislative body or a local agency executive, as defined in subdivision (d) of Section 3511.1.~~

~~(C) The appointment, employment, evaluation of performance, discipline, or dismissal of a public employee.~~

(b) (1) A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

(2) Paragraph (1) shall not be construed as preventing an employee or official of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by this chapter with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency, if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body.

(3) (A) Paragraph (1) shall not be construed as preventing a member of the legislative body from engaging in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body provided that a majority of the members of the legislative body do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body. A member of the legislative body shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.

(B) For purposes of this paragraph, all of the following definitions shall apply:

(i) “Discuss among themselves” means communications made, posted, or shared on an internet-based social media platform between members of a legislative body, including comments or use of digital icons that express reactions to communications made by other members of the legislative body.

(ii) “Internet-based social media platform” means an online service that is open and accessible to the public.

(iii) “Open and accessible to the public” means that members of the general public have the ability to access and participate, free of charge, in the social media platform without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the internet-based social media platform determines that an individual violated its protocols or rules.

(c) Nothing in this section shall impose the requirements of this chapter upon any of the following:

(1) Individual contacts or conversations between a member of a legislative body and any other person that do not violate subdivision (b).

(2) The attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the subject matter jurisdiction of the local agency. Nothing in this paragraph is intended to allow members of the public free admission to a conference or similar gathering at which the organizers have required other participants or registrants to pay fees or charges as a condition of attendance.

(3) The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(4) The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(5) The attendance of a majority of the members of a legislative body at a purely social or ceremonial occasion, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(6) The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.

SEC. 3. Section 54952.2 of the Government Code, as added by Section 2 of Chapter 89 of the Statutes of 2020, is repealed.

SEC. 4. Section 54952.7 of the Government Code is amended to read:

~~54952.7. A legislative body of a~~ local agency shall provide a copy of this chapter to ~~each member of the legislative body and~~ any person elected or appointed to serve as a member of ~~the~~ a legislative body ~~who has not assumed the duties of office.~~ *of the local agency.*

SEC. 5. Section 54953 of the Government Code, as amended by Section 2 of Chapter 534 of the Statutes of 2023, is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

(C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e).

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) *(A)* Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of ~~a local agency executive, as defined in subdivision (d) of Section 3511.1,~~ *either of the following* during the open meeting in which the final action is to be ~~taken. This~~ *taken:*

(i) A local agency executive, as defined in subdivision (d) of Section 3511.1.

(ii) An unrepresented employee of the local agency.

(B) *This* paragraph shall not affect the public's right under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

SEC. 6. Section 54953.5 of the Government Code is amended to read:

54953.5. (a) Any person attending an open and public meeting of a legislative body of a local agency shall have the right to record the proceedings in the absence of a reasonable finding by the legislative body of the local agency that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

(b) Any recording of an open and public meeting made for whatever purpose by or at the direction of the local agency shall be subject to inspection pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), but, notwithstanding Section 34090, may be erased or destroyed 30 days after the recording. Any inspection of an audio or video recording shall be provided without charge on equipment made available by the local agency.

SEC. 7. Section 54953.7 of the Government Code is amended to read:

54953.7. Notwithstanding any other provision of law, legislative bodies of local agencies may impose requirements upon themselves which allow greater access to their meetings than prescribed by the minimal standards set forth in this chapter. In addition thereto, an elected legislative body of a local agency may impose those requirements on appointed legislative bodies of the local agency.

SEC. 8. Section 54953.8 is added to the Government Code, to read:

54953.8. (a) The legislative body of a local agency may use teleconferencing as authorized by subdivision (b) of Section 54953 without complying with the requirements of paragraph (3) of subdivision (b) of Section 54953 in any of the circumstances described in Sections 54953.8.1 to 54953.8.7, inclusive.

(b) A legislative body that holds a meeting pursuant to this section shall comply with all of the following:

(1) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:

(A) A two-way audiovisual platform.

(B) A two-way telephonic service and a live webcasting of the meeting.

(2) In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.

(3) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(4) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(5) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires

registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(6) (A) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to paragraph (5), to provide public comment until that timed public comment period has elapsed.

(B) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to paragraph (5), or otherwise be recognized for the purpose of providing public comment.

(C) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to paragraph (5), until the timed general public comment period has elapsed.

(7) Any member of the legislative body who participates in a teleconference meeting from a remote location *and the specific provision of law that the member relied upon to permit their participation by teleconferencing* shall be listed in the minutes of the meeting.

(8) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(9) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

~~(10) Instructions on joining the meeting by the telephonic or internet-based service option, including any requirements for registration for public comment, shall be made available in English and in all other languages spoken jointly by 20 percent or more of the population in the county in which the local agency is located that speaks English less than "very well" and jointly speaks a language other than English according to data from the most recent American Community Survey or data from an equally reliable source.~~

(c) A local agency shall identify and make available to legislative bodies a list of *one or more* meeting locations that *may be available for use by* the legislative bodies ~~may use~~ to conduct their meetings.

(d) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing the public with additional physical locations in which the public may observe and address the legislative body by electronic ~~means~~ *means*.

(e) A member of a legislative body using teleconferencing pursuant to this section may notify the legislative body that they must attend and participate in a given meeting of the legislative body solely by teleconference from a remote location due to a need related to a physical or mental disability, as those terms are defined in Sections 12926 and 12926.1, that is not otherwise reasonably accommodated pursuant to the federal Americans with Disability Act of 1990 (42 U.S.C. Sec. 12101 et seq.). A member attending and participating in a meeting of a legislative body solely by teleconference from a remote location pursuant to this subdivision may count toward any in-person quorum requirement to use teleconferencing.

(f) A member of a legislative body using teleconferencing pursuant to this section shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the

room at the remote location with the member, and the general nature of the member's relationship with any such individuals.

~~(e)~~

~~(g)~~ For purposes of this section, the following definitions apply:

(1) "Remote location" means a location from which a member of a legislative body participates in a meeting pursuant to paragraph (7) of subdivision (b), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.

~~(2) "Remote participation" means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting. Watching or listening to a meeting via webcasting or another similar electronic medium that does not permit members to interactively hear, discuss, or deliberate on matters, does not constitute remote participation.~~

~~(3)~~

(2) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

~~(4)~~

(3) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service.

~~(5)~~

(4) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

~~(6)~~

(5) "Webcasting" means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

SEC. 9. Section 54953.8.1 is added to the Government Code, to read:

54953.8.1. (a) A health authority may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section.

(b) Nothing in this section or Section 54953.8 shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority.

(c) For purposes of this section, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

SEC. 10. Section 54953.8.2 is added to the Government Code, to read:

54953.8.2. (a) A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 during a proclaimed state of emergency or local emergency, provided that it complies with the requirements of that section and the teleconferencing is used in either of the following circumstances:

- (1) For the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- (2) After a determination described in paragraph (1) is made that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- (b) If the state of emergency or local emergency remains active, in order to continue to teleconference pursuant to this section, the legislative body shall, no later than 45 days after teleconferencing for the first time pursuant to this section, and every 45 days thereafter, make the following findings by majority vote:
- (1) The legislative body has reconsidered the circumstances of the state of emergency or local emergency.
- (2) The state of emergency or local emergency continues to directly impact the ability of the members to meet safely in person.
- (c) This section shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.
- (d) Notwithstanding paragraph (1) of subdivision (b) of Section 54953.8, a legislative body conducting a teleconference meeting pursuant to this section may elect to use a two-way telephonic service without a live webcasting of the meeting.
- (e) For purposes of this section, the following definitions apply:

(1) "Local emergency" means a condition of extreme peril to persons or property proclaimed by the governing body of the local agency affected, in accordance with Section 8630 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2), as defined in Section 8680.9, or a local health emergency declared pursuant to Section 101080 of the Health and Safety Code. Local emergency, as used in this section, refers only to local emergencies in the ~~jurisdiction in which the legislative body is located.~~ *boundaries of the territory over which the local agency exercises jurisdiction.*

(2) "State of emergency" means state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2).

SEC. 11. Section 54953.8.3 is added to the Government Code, to read:

54953.8.3. (a) ~~(H)~~ A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, provided that the legislative body complies with the requirements of Section 54953.8 and all of the following additional requirements:

~~(2)~~

(1) A member of the legislative body notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting.

~~(3)~~

(2) The member shall publicly disclose at the meeting before any action is ~~taken;~~ *taken* whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with those individuals.

~~(4)~~

(3) The member shall participate through both audio and visual technology.

~~(5)~~

(4) (A) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location *for just cause* for more than the following number of meetings, as applicable:

(i) Two meetings per year, if the legislative body regularly meets once per month or less.

(ii) Five meetings per year, if the legislative body regularly meets twice per month.

(iii) Seven meetings per year, if the legislative body regularly meets three or more times per month.

(B) For the purpose of counting meetings attended by teleconference under this paragraph, a “meeting” shall be defined as any number of meetings of the legislative body of a local agency that begin on the same calendar day.

(b) The agenda for the meeting shall identify the specific type of just cause described in subdivision (c) that each member relied upon to participate remotely. This subdivision shall not be construed to require the member to disclose any medical diagnosis or disability, or any personal medical information that is otherwise exempt under existing law, including, but not limited to, the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code).

~~(b)~~

(c) For purposes of this section, “just cause” means any of the following:

(1) Childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. “Child,” “parent,” “grandparent,” “grandchild,” and “sibling” have the same meaning as those terms do in Section 12945.2.

(2) A contagious illness that prevents a member from attending in person.

(3) A need related to a physical or mental disability, as defined in Sections 12926 and 12926.1, not otherwise accommodated by any reasonable accommodations provided.

(4) Travel while on official business of the legislative body or another state or local agency.

(5) An immunocompromised child, parent, grandparent, grandchild, sibling, spouse, or domestic partner of the member that requires the member to participate remotely.

(6) A physical or family medical emergency that prevents a member from attending in person.

~~(e)~~

(d) This section shall not be construed to limit the ability of a legislative body to use alternative teleconferencing provisions.

~~(d)~~

(e) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 12. Section 54953.8.4 is added to the Government Code, to read:

54953.8.4. (a) An eligible neighborhood council may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following have occurred:

(1) (A) The city council for a city described in paragraph (2) of subdivision (b) considers whether to adopt a resolution to authorize eligible neighborhood councils to use teleconferencing as described in this section at an open and regular meeting.

(B) If the city council adopts a resolution described in subparagraph (A), an eligible neighborhood council may elect to use teleconferencing pursuant to this section if a majority of the eligible neighborhood council votes to do so. The eligible neighborhood council shall notify the city council if it elects to use teleconferencing pursuant to this section and its justification for doing so.

(C) Upon receiving notification from an eligible neighborhood council described in subparagraph (B), the city council may adopt a resolution to prohibit the eligible neighborhood council from using teleconferencing pursuant to this section.

(2) After completing the requirements of subparagraph (A) of paragraph (1), an eligible neighborhood council that holds a meeting pursuant to this subdivision shall do all of the following:

(A) At least a quorum of the members of the eligible neighborhood council shall participate from locations within the boundaries of the city in which the eligible neighborhood council is established.

(B) At least once per year, at least a quorum of the members of the eligible neighborhood council shall participate in person from a singular physical location that is open to the public and within the boundaries of the eligible neighborhood council.

(3) If the meeting is during regular business hours of the offices of the city council member that represents the area that includes the eligible neighborhood council, the eligible neighborhood council shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the city council member who represents the area where the eligible neighborhood council is located, unless the eligible neighborhood council identifies an alternative location.

(4) If the meeting is outside regular business hours, the eligible neighborhood council shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting.

(b) For purposes of this section, the following definitions apply:

(1) "Accommodation" means providing a publicly accessible physical location for the member of the public to participate from, providing access to technology necessary to participate in the meeting, or identifying locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.

(2) "Eligible neighborhood council" means a neighborhood council that is an advisory body with the purpose to promote more citizen participation in government and make government more responsive to local needs that is established pursuant to the charter of a city with a population of more than 3,000,000 people that is subject to this chapter.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 13. Section 54953.8.5 is added to the Government Code, to read:

54953.8.5. (a) An eligible community college student organization may conduct a teleconference meeting pursuant to ~~the~~ Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) An eligible community college student organization may only use teleconferencing as described in Section 54953.8 after all the following have occurred:

(A) The board of trustees for a community college district considers whether to adopt a resolution to authorize eligible community college student organizations to use teleconferencing as described in this section at an open and regular meeting.

(B) If the board of trustees for a community college district adopts a resolution described in subparagraph (A), an eligible community college student organization may elect to use teleconferencing pursuant to this section if a majority of the eligible community college student organization votes to do so. The eligible community college student organization shall notify the board of trustees if it elects to use teleconferencing pursuant to this section and its justification for doing so.

(C) Upon receiving notification from an eligible community college student organization as described in subparagraph (B), the board of trustees may adopt a resolution to prohibit the eligible community college student organization from using teleconferencing pursuant to this section.

(D) (i) At least a quorum of the members of the eligible community college student organization shall participate from a singular physical location that is accessible to the public and is within the community college district in which the eligible community college student organization is established.

(ii) Notwithstanding the requirements of clause (i), a person may count toward the establishment of a quorum pursuant to clause (i) regardless of whether the person is participating at the in-person location of the meeting or remotely if the person meets any of the following criteria:

(I) The person has a disability that requires accommodation pursuant to the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132).

(II) The person is under 18 years of age.

(III) The person is incarcerated.

(IV) The person is unable to disclose the location that they are participating from because of either of the following circumstances:

(ia) The person has been issued a protective court order, including, but not limited to, a domestic violence restraining order.

(ib) The person is participating in a program that has to remain confidential, including, but not limited to, an independent living program.

(V) The person provides childcare or caregiving to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. For purposes of this subclause, “child,” “parent,” “grandparent,” “grandchild,” and “sibling” have the same meaning as those terms are defined in Section 12945.2.

(2) An eligible community college student organization that holds a meeting by teleconference as described in Section 54953.8 shall do the following, as applicable:

(A) If the meeting is during regular business hours of the offices of the board of trustees of the community college district, the eligible community college student organization shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the board of trustees of the community college district, unless the eligible community college student organization identifies an alternative location.

(B) If the meeting is outside regular business hours, the eligible community college student organization shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting. For the purposes of this subparagraph, “accommodation” means providing a publicly accessible physical location for the member of the public to participate from, providing access to

technology necessary to participate in the meeting, or identifying locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.

(b) For purposes of this section, “eligible community college student organization” means a student body association organized pursuant to Section 76060 of the Education Code, or any other student-run community college organization that is required to comply with the meeting requirements of this chapter.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 14. Section 54953.8.6 is added to the Government Code, to read:

54953.8.6. (a) An eligible subsidiary body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) The eligible subsidiary body shall designate ~~a primary physical meeting location~~ *at least one physical meeting location within the boundaries of the legislative body that created the eligible subsidiary body* where members of the public may physically attend, observe, hear, and participate in the meeting. At least one staff member of the ~~local agency of the subsidiary body~~ *eligible subsidiary body or the legislative body that created the eligible subsidiary body* shall be present at ~~the primary~~ *each* physical meeting location during the meeting. The ~~local agency of the subsidiary body~~ *eligible subsidiary body* shall post the agenda at ~~the primary~~ *each* physical meeting location, but need not post the agenda at a remote location.

(2) (A) The members of the eligible subsidiary body shall visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform.

(B) The visual appearance of a member of the eligible subsidiary body on camera may cease only when the appearance would be technologically impracticable, including, but not limited to, when the member experiences a lack of reliable broadband or internet connectivity that would be remedied by joining without video, or when the visual display of meeting materials, information, or speakers on the internet or other online platform requires the visual appearance of a member of a subsidiary body on camera to cease.

(C) If a member of the eligible subsidiary body does not appear on camera due to challenges with internet connectivity, the member shall announce the reason for their nonappearance when they turn off their camera.

~~(3) Any member who receives compensation for their service on the subsidiary body shall not receive compensation if they participate in a teleconference meeting from a remote location pursuant to this section. For purposes of this paragraph, “compensation” does not include reimbursement for actual and necessary expenses.~~

~~(4) A quorum of the eligible subsidiary body cannot be established solely by members of the legislative body that created it or its staff.~~

~~(5) (A) At least a quorum of the members of the eligible subsidiary body shall participate from a singular physical location that is accessible to the public and is within the jurisdiction in which the eligible subsidiary body is established.~~

~~(B) Notwithstanding the requirements of subparagraph (A), a person may count toward the establishment of a quorum pursuant to subparagraph (A) regardless of whether the person is participating at the in-person location of the meeting or remotely if either of the following criteria is met:~~

~~(i) The person meets any of the following criteria:~~

~~(I) The person has a disability that requires accommodation pursuant to the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132).~~

~~(H)The person is under 18 years of age.~~

~~(HI)The person is incarcerated.~~

~~(IV)The person is unable to disclose the location that they are participating from because of either of the following circumstances:~~

~~(ia)The person has been issued a protective court order, including, but not limited to, a domestic violence restraining order.~~

~~(ib)The person is participating in a program that has to remain confidential, including, but not limited to, an independent living program.~~

~~(V)The person provides childcare or caregiving to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. For purposes of this clause, “child,” “parent,” “grandparent,” “grandchild,” and “sibling” have the same meaning as those terms are defined in Section 12945.2.~~

~~(ii)The local agency that created the subsidiary body has determined by a majority vote of the legislative body to include one or more of the following criteria for persons to count toward the establishment of a quorum as described in this subparagraph, and the person meets any of the applicable criteria:~~

~~(I)The person has an immunocompromised child, parent, grandparent, grandchild, sibling, spouse, or domestic partner with whom the person has regular contact with that requires the person to participate remotely.~~

~~(II)The person provides a doctor’s note before the commencement of the meeting documenting that the person has a contagious illness and that the person is recommended to avoid in-person contact with other individuals.~~

~~(III)The person is coming to the meeting from an area where the local agency that created the subsidiary body has notified the subsidiary body before the commencement of the meeting that inclement weather events have compelled the local agency to issue a local advisory, including, but not limited to, tire chain control, flood danger, or risk of landslide, and that the local agency does not recommend travel to an in-person meeting unless any members of the legislative body can identify an alternative route that allows them to attend the meeting in person.~~

~~(IV)The person plans to commute to the meeting via public transportation and the local agency has notified the subsidiary body of an unforeseen closure or failure of public transportation that may prevent members of the subsidiary body from attending the meeting in person.~~

(3) An elected official shall not participate in a meeting by teleconferencing pursuant to this section unless the use of teleconferencing complies with the requirements of paragraph (3) of subdivision (b) of Section 54953.

~~(6)~~

(4) The eligible subsidiary body shall submit its ~~recommendations~~ recommendations, if any, in writing to the legislative body that created it.

(A) The eligible subsidiary body shall present its ~~recommendations~~ recommendations, if any, to the legislative body that created it at a regular meeting in open session of that legislative body.

(B) The legislative body shall hold ~~the discussion of the recommendations at its next regular meeting, unless it determines it is infeasible, and then shall hold it at the following regular meeting.~~ a discussion of any recommendations presented by the subsidiary body at the meeting during which the recommendations are presented or at another regular meeting held within 60 days after receiving the recommendations

unless the legislative body does not have another regular meeting scheduled within 60 days after the recommendations are received, in which case the discussion may be held at the next regular meeting after the recommendations are presented.

(C) The legislative body shall not place discussions of the recommendations on a consent calendar.

~~(7)~~

(5) (A) In order to use teleconferencing pursuant to this section, the legislative body that established the eligible subsidiary body by charter, ordinance, resolution, or other formal action shall make the following findings by majority vote before the eligible subsidiary body uses teleconferencing pursuant to this section for the first time, and every 12 months thereafter:

(i) The legislative body has considered the circumstances of the eligible subsidiary body.

(ii) Teleconference meetings of the eligible subsidiary body would enhance public access to meetings of the eligible subsidiary body.

(iii) Teleconference meetings of the eligible subsidiary body would promote the attraction, retention, and diversity of eligible subsidiary body members.

(B) After the legislative body makes the findings described in subparagraph (A), the eligible subsidiary body shall approve the use of teleconferencing by majority vote before using teleconference pursuant to this section.

(C) The legislative body that created the eligible subsidiary body may elect to prohibit the eligible subsidiary body from using teleconferencing pursuant *to* this section at any time.

(b) For purposes of this section, “eligible subsidiary body” means a legislative body that meets all of the following:

(1) Is described in subdivision (b) of Section 54952.

(2) Serves exclusively in an advisory capacity.

(3) Is not authorized to take final action on legislation, regulations, contracts, licenses, permits, or any other entitlements, grants, or allocations of funds.

~~(4) One-half of the members or more of the eligible subsidiary body are not members of the legislative body that created it or its staff.~~

~~(5)~~

(4) Does not have subject matter jurisdiction over elections, budgets, police oversight, or removing ~~materials~~ from, or restricting access to, ~~facilities of the legislative body that created it.~~ *materials available in public libraries.*

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 15. Section 54953.8.7 is added to the Government Code, to read:

54953.8.7. (a) An eligible multijurisdictional body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) The eligible multijurisdictional body has adopted a resolution that authorizes the eligible multijurisdictional body to use teleconferencing pursuant to this section at a regular meeting in open session.

(2) At least a quorum of the members of the eligible multijurisdictional body shall participate from one or more physical locations that are open to the public and within the boundaries of the territory over which the local agency exercises jurisdiction.

(3) A member of the eligible multijurisdictional body who receives compensation for their service on the eligible multijurisdictional body shall participate from a physical location that is open to the public. For purposes of this paragraph, “compensation” does not include reimbursement for actual and necessary expenses.

(4) The eligible multijurisdictional body shall identify each member of the eligible multijurisdictional body who plans to participate remotely in the agenda.

(5) A member of the eligible multijurisdictional body shall not participate in a meeting remotely pursuant to this section, unless the location from which the member participates is more than 20 miles round trip from ~~the in-person location of the meeting~~; *any physical location of the meeting described in paragraph (2)*.

(b) For the purposes of this section, both of the following definitions apply:

(1) “Eligible multijurisdictional body” means a *multijurisdictional* board, commission, or advisory body of a multijurisdictional, cross-county agency, the membership of which board, commission, or advisory body is appointed, and the board, commission, or advisory body is otherwise subject to this chapter.

(2) “Multijurisdictional” means ~~a~~ *either of the following*:

(A) A legislative body that includes representatives from more than one county, city, city and county, or special ~~district~~, or district.

(B) A legislative body of a joint powers entity formed pursuant to an agreement entered into in accordance with Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

~~SEC. 16. Section 54953.9 is added to the Government Code, to read:~~

~~54953.9.(a) In addition to any other applicable requirements of this chapter, a city council or a county board of supervisors shall comply with the following requirements:~~

~~(1)(A) All open and public meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform.~~

~~(B) If a city council or a county board of supervisors elects to provide a two-way audiovisual platform, the city council or a county board of supervisors shall publicly post and provide a call-in option, and activate any automatic captioning function during the meeting if an automatic captioning function is included with the system.~~

~~(2) All open and public meetings shall provide the public with an opportunity to comment on agenda items via a two-way telephonic or two-way audiovisual platform, and ensure the opportunity for the members of the public participating via a two-way telephonic or two-way audiovisual platform to comment on agenda items with the same time allotment as a person attending a meeting in person.~~

~~(b) A city council or a county board of supervisors shall have in place a system for requesting and receiving interpretation services for public meetings, including the public comment period. The city council or a county board of supervisors shall publicize the online system described in this paragraph and any instructions on how to request interpretation services for public meetings online.~~

~~(c) A city council or a county board of supervisors shall encourage residents, including those in underrepresented communities and non-English-speaking communities, to participate in public meetings by, at a minimum, doing~~

~~all of the following:~~

~~(1) Providing public meeting information to all of the following:~~

~~(A) Media organizations that provide news coverage in the jurisdiction of the city council or a county board of supervisors, including media organizations that serve non-English-speaking communities.~~

~~(B) Good government, civil rights, civic engagement, neighborhood, and community group organizations, or other organizations that are active in the jurisdiction of the city council or a county board of supervisors, including organizations active in non-English-speaking communities.~~

~~(C) Any person that has requested to be notified concerning the city council's or a county board of supervisors' public meetings. The city council or a county board of supervisors shall maintain a contact list for all people requesting notification and provide them with regular updates regarding public meetings, including, at minimum, notices of upcoming public meetings.~~

~~(2) Creating and maintaining an accessible internet webpage dedicated to public meetings, in which a prominent link on the webpage is included on the homepage of the city council's or a county board of supervisors' internet website, and that includes, or provides a link to, all of the following information:~~

~~(A) A general explanation of the public meeting process for the city council or a county board of supervisors that is provided in English and any other applicable languages.~~

~~(B) An explanation of the procedures for a member of the public to provide in-person or remote oral public comment during a public meeting or to submit written public comment that is provided in English and any other applicable languages.~~

~~(C) A calendar of all public meeting dates with calendar listings that include the date, time, and location of each public meeting.~~

~~(D) A notice of the applicable languages in which the city council or a county board of supervisors will provide live translation of a public meeting upon request and instructions for making the request that is provided in English and any other applicable languages.~~

~~(E) Instructions and a method for a person to sign up to receive regular notices regarding public meetings, including notices of public meetings that are provided in English and any other applicable languages.~~

~~(F) A notice and agenda for each public meeting.~~

~~(G) Any available recordings of each public meeting, to the extent applicable.~~

~~(d) For purposes of this section, the following definitions apply:~~

~~(1) "Applicable language" means languages spoken jointly by 20 percent or more of the population in the county in which the city council or a county board of supervisors is located that speaks English less than "very well" and jointly speaks a language other than English according to data from the most recent American Community Survey or data from an equally reliable source.~~

~~(2) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service.~~

~~(3) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.~~

~~(4) "Video streaming" means media in which the data from a live filming or a video file is continuously delivered via the internet to a remote user, allowing a video to be viewed online by the public without being~~

~~downloaded on a host computer or device:
(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.~~

SEC. 16. *Section 54953.9 is added to the Government Code, to read:*

54953.9. (a) In addition to any other applicable requirements of this chapter, an eligible legislative body shall comply with both of the following requirements:

(1) (A) (i) All open and public meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform, unless telephonic or internet service is not available at the meeting location.

(ii) Clause (i) does not apply to a meeting that is held to do any of the following:

(I) Attend a judicial or administrative proceeding to which the local agency is a party.

(II) Inspect real or personal property provided that the topic of the meeting is limited to items directly related to the real or personal property.

(III) Meet with elected or appointed officials of the United States or the State of California, solely to discuss a legislative or regulatory issue affecting the local agency and over which the federal or state officials have jurisdiction.

(IV) Meet in or nearby a facility owned by the agency, provided that the topic of the meeting is limited to items directly related to the facility.

(V) Meet in an emergency situation pursuant to Section 54956.5.

(B) If an eligible legislative body elects to provide a two-way audiovisual platform, the eligible legislative body shall publicly post and provide a call-in option, and activate any automatic captioning function during the meeting if an automatic captioning function is included with the two-way audiovisual platform.

(2) All open and public meetings for which attendance via a two-way telephonic service or a two-way audiovisual platform is provided in accordance with paragraph (1) shall provide the public with an opportunity to provide public comment in accordance with Section 54954.3 via the two-way telephonic or two-way audiovisual platform, and ensure the opportunity for the members of the public participating via a two-way telephonic or two-way audiovisual platform to provide public comment with the same time allotment as a person attending a meeting in person.

(b) (1) An eligible legislative body shall reasonably assist members of the public who wish to translate a public meeting into any language or wish to receive interpretation provided by another member of the public, so long as the interpretation is not disrupting to the meeting, as defined in Section 54957.95. The eligible legislative body shall publicize instructions on how to request assistance under this subdivision. Assistance may include any of the following, as determined by the eligible legislative body:

(A) Arranging space for one or more interpreters at the meeting location.

(B) Allowing extra time during the meeting for interpretation to occur.

(C) Making available equipment or facilities for participants to access commercially available interpretation services.

(2) This section does not require an eligible legislative body to provide interpretation of any public meeting, however, an eligible legislative body may elect to provide interpretation of any public meeting.

(3) An action shall not be commenced or maintained against the eligible legislative body arising from the content or accuracy of any interpretation facilitated or provided under this subdivision.

(c) An eligible legislative body shall take the following actions to encourage residents, including those in underrepresented communities and non-English-speaking communities, to participate in public meetings:

(1) Have in place a system for electronically accepting and fulfilling requests for meeting agendas and documents pursuant to Section 54954.1 through email or through an integrated agenda management platform. Information about how to make a request using this system shall be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(2) (A) Create and maintain an accessible internet web page dedicated to public meetings that includes, or provides a link to, all of the following information:

(i) A general explanation of the public meeting process for the city council or a county board of supervisors.

(ii) An explanation of the procedures for a member of the public to provide in-person or remote oral public comment during a public meeting or to submit written public comment.

(iii) A calendar of all public meeting dates with calendar listings that include the date, time, and location of each public meeting.

(iv) The agenda posted online pursuant to paragraph (2) of subdivision (a) of Section 54954.2.

(B) The eligible legislative body shall include a link to the web page required by subparagraph (A) on the home page of the eligible legislative body's internet website.

(3) (A) Make efforts to provide public meeting information to groups that do not traditionally participate in public meetings, including, but not limited to, the following:

(i) Media organizations that provide news coverage in the jurisdiction of the eligible legislative body, including media organizations that serve non-English-speaking communities.

(ii) Good government, civil rights, civic engagement, neighborhood, and community group organizations, or other organizations that are active in the jurisdiction of the eligible legislative body, including organizations active in non-English-speaking communities.

(B) No action shall be commenced or maintained against an eligible legislative body arising from failing to provide public meeting information to any specific organization pursuant to this section.

(d) For purposes of this section, the following definitions apply:

(1) "Eligible legislative body" includes all of the following:

(A) A city council of a city with a population of 30,000 or more.

(B) A county board of supervisors of a county, or city and county, with a population of 30,000 or more.

(C) A city council of a city located in a county with a population of 200,000 or more.

(D) The board of directors of a special district that serves over 200,000 people or more and has an internet website.

(2) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service.

(3) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(4) "Video streaming" means media in which the data from a live filming or a video file is continuously delivered via the internet to a remote user, allowing a video to be viewed online by the public without being downloaded on a host computer or device.

(e) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 17. *Section 54953.10 is added to the Government Code, to read:*

54953.10. (a) (1) The agenda for each meeting of an eligible legislative body shall be translated into all applicable languages, and each translation shall be posted in accordance with Section 54954.2. Each translation shall include instructions in the applicable language describing how to join the meeting by the telephonic or internet-based service option, including any requirements for registration for public comment.

(2) The accessible internet web page provided under paragraph (2) of subdivision (c) of Section 54953.9 shall be translated into all applicable languages, and each translation shall be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(b) A translation made using a digital translation service shall satisfy the requirements of subdivision (a).

(c) The eligible legislative body shall make available a physical location that is freely accessible to the public in reasonable proximity to the physical location in which the agenda and translations are posted as described in subdivision (a), and shall allow members of the public to post additional translations of the agenda in that location.

(d) The eligible legislative body is not responsible for the content or accuracy of any translation provided pursuant to this section. No action shall be commenced or maintained against an eligible legislative body from the content or accuracy of any translation provided under this section.

(e) For the purposes of this section, the agenda does not include the entire agenda packet.

(f) For purposes of this section, both of the following definitions apply:

(1) (A) "Applicable languages" means languages spoken jointly by 20 percent or more of the population in the city or county in which the eligible legislative body is located that speaks English less than "very well" and jointly speaks a language other than English according to data from the most recent American Community Survey.

(B) If more than three languages meet the criteria set forth in paragraph (1), "applicable languages" shall mean the three languages described in paragraph (1) that are spoken by the largest percentage of the population.

(C) An eligible legislative body may elect to determine the applicable languages based upon a source other than the most recent American Community Survey if it makes a finding, based upon substantial evidence, that the other source provides equally or more reliable data for the eligible legislative body.

(2) "Eligible legislative body" includes all of the following:

(A) A city council of a city with a population of 30,000 or more.

(B) A county board of supervisors of a county, or city and county, with a population of 30,000 or more.

(C) A city council of a city located in a county with a population of 200,000 or more.

(D) The board of directors of a special district that serves over 200,000 people or more and has an internet website.

~~SEC. 17.~~**SEC. 18.** Section 54954.2 of the Government Code, as amended by Section 92 of Chapter 131 of the Statutes of 2023, is amended to read:

54954.2. (a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda that meets all of the following requirements:

(A) The agenda shall contain 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. A brief general description of an item generally need not exceed 20 words.

(B) The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public and on the local agency's internet website, if the local agency has one.

(C) (i) If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(ii) The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

~~(D)(i)The agenda shall be provided in English and in all other languages spoken jointly by 20 percent or more of the population in the county in which the local agency is located that speaks English less than "very well" and jointly speaks a language other than English according to data from the most recent American Community Survey or data from an equally reliable source.~~

~~(ii)A legislative body may use a digital translation service to translate its agenda for purposes of clause (i).~~

~~(ii)(I)A legislative body shall be exempt from the requirements described in clause (i) if the legislative body, pursuant to a majority vote of its legislative body at a regular meeting, adopts a resolution declaring its determination that a hardship exists that prevents the legislative body from translating the agenda into any languages other than English.~~

~~(II)A resolution adopted pursuant to this clause shall include detailed findings, based upon evidence set forth in the minutes of the meeting, supporting the legislative body's determination that a hardship prevents it from translating the agenda into any languages other than English. The findings may include, but shall not be limited to, significantly limited financial resources or insufficient staff resources.~~

~~(III)A resolution adopted pursuant to this clause shall be valid for one year. A legislative body shall, in order to continue to be exempt from the requirements described in clause (i), annually adopt a resolution that meets the requirements of this clause so long as the hardship exists.~~

(2) For a meeting occurring on and after January 1, 2019, of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website, the following provisions shall apply:

(A) An online posting of an agenda shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state that is accessible through a prominent, direct link to the current agenda. The direct link to the agenda shall not be in a contextual menu; however, a link in addition to the direct link to the agenda may be accessible through a contextual menu.

(B) An online posting of an agenda, including, but not limited to, an agenda posted in an integrated agenda management platform, shall be posted in an open format that meets all of the following requirements:

- (i) Retrievable, downloadable, indexable, and electronically searchable by commonly used internet search applications.
- (ii) Platform independent and machine readable.
- (iii) Available to the public free of charge and without any restriction that would impede the reuse or redistribution of the agenda.

(C) A legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website and an integrated agenda management platform shall not be required to comply with subparagraph (A) if all of the following are met:

- (i) A direct link to the integrated agenda management platform shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state. The direct link to the integrated agenda management platform shall not be in a contextual menu. When a person clicks on the direct link to the integrated agenda management platform, the direct link shall take the person directly to an internet website with the agendas of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state.
- (ii) The integrated agenda management platform may contain the prior agendas of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state for all meetings occurring on or after January 1, 2019.
- (iii) The current agenda of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state shall be the first agenda available at the top of the integrated agenda management platform.
- (iv) All agendas posted in the integrated agenda management platform shall comply with the requirements in clauses (i), (ii), and (iii) of subparagraph (B).

~~(D) For the purposes of this paragraph, both of the following definitions shall apply:~~

~~(i) “Integrated~~

~~(D) For purposes of this paragraph, “integrated agenda management platform” means an internet website of a city, county, city and county, special district, school district, or political subdivision established by the state dedicated to providing the entirety of the agenda information for the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state to the public.~~

~~(ii) “Legislative body” has the same meaning as that term is used in subdivision (a) of Section 54952.~~

(E) The provisions of this paragraph shall not apply to a political subdivision of a local agency that was established by the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state.

(3) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may

provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(c) This section is necessary to implement and reasonably within the scope of paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(d) For purposes of subdivision (a), the requirement that the agenda be posted on the local agency's internet website, if the local agency has one, shall only apply to a legislative body that meets either of the following standards:

(1) A legislative body as that term is defined by subdivision (a) of Section 54952.

(2) A legislative body as that term is defined by subdivision (b) of Section 54952, if the members of the legislative body are compensated for their appearance, and if one or more of the members of the legislative body are also members of a legislative body as that term is defined by subdivision (a) of Section 54952.

SEC. 18. **SEC. 19.** Section 54954.3 of the Government Code is amended to read:

54954.3. (a) (1) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section ~~54954.2~~ **54954.2**.

(2) Every notice for a special meeting shall provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item.

(b) (1) The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.

(2) Notwithstanding paragraph (1), when the legislative body of a local agency limits time for public comment, the legislative body of a local agency shall provide at least twice the allotted time to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the legislative body of a local agency.

(3) Paragraph (2) shall not apply if the legislative body of a local agency utilizes simultaneous translation equipment in a manner that allows the legislative body of a local agency to hear the translated public

testimony simultaneously.

(c) The legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body. Nothing in this subdivision shall confer any privilege or protection for expression beyond that otherwise provided by law.

~~SEC. 19.~~ **SEC. 20.** Section 54956 of the Government Code is amended to read:

54956. (a) (1) A special meeting may be called at any time by the presiding officer of the legislative body of a local agency, or by a majority of the members of the legislative body, by delivering written notice to each member of the legislative body and to each local newspaper of general circulation and radio or television station requesting notice in writing and posting a notice on the local agency's internet website, if the local agency has one. The notice shall be delivered personally or by any other means and shall be received at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the legislative body. The written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the clerk or secretary of the legislative body a written waiver of notice. The waiver may be given by ~~telegram.~~ *telephone or electronic mail.* The written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes.

~~The~~

(2) *The* call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.

(b) Notwithstanding any other law, a legislative body shall not call a special meeting regarding the salaries, salary schedules, *or* compensation paid in the form of fringe benefits, ~~evaluation of performance, discipline, or dismissal of the members~~ of the legislative body or of a local agency executive, as defined in subdivision (d) of Section 3511.1. However, this subdivision does not apply to a local agency calling a special meeting to discuss the local agency's budget.

~~(c) A legislative body shall not consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or hear complaints or charges brought against the employee by another person or employee at a special meeting, unless the item is properly before the legislative body, as specified in Section 54954.2, and both of the following are met:~~

~~(1) At the start of the meeting, at least four-fifths of the legislative body votes to proceed with the meeting.~~

~~(2) Any discussion related to the topics described in this subdivision is held during open session.~~

~~SEC. 20.~~ **SEC. 21.** Section 54956.5 of the Government Code is amended to read:

54956.5. (a) For purposes of this section, "emergency situation" means both of the following:

(1) An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body.

(2) A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a legislative body to provide one-hour notice before holding an emergency meeting under this section may endanger the public health, safety, or both, as determined by a majority of the members of the legislative body.

(b) (1) Subject to paragraph (2), in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, a legislative body may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement of Section 54956 or both of the notice and posting requirements.

(2) Each local newspaper of general circulation and radio or television station that has requested notice of special meetings pursuant to Section 54956 shall be notified by the presiding officer of the legislative body, or designee thereof, one hour prior to the emergency meeting, or, in the case of a dire emergency, at or near the time that the presiding officer or designee notifies the members of the legislative body of the emergency meeting.

(A) Except as provided in subparagraph (B), the notice required by this paragraph shall be given by telephone and all telephone numbers provided in the most recent request of a newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements of this paragraph shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(B) For an emergency meeting held pursuant to this section, the presiding officer of the legislative body, or designee thereof, may send the notifications required by this paragraph by email instead of by telephone, as provided in subparagraph (A), to all local newspapers of general circulation, and radio or television stations, that have requested those notifications by email, and all email addresses provided by representatives of those newspapers or stations shall be exhausted. In the event that internet services and telephone services are not functioning, the notice requirements of this paragraph shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(c) During a meeting held pursuant to this section, the legislative body may meet in closed session pursuant to Section 54957 if agreed to by a two-thirds vote of the members of the legislative body present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present.

(d) All special meeting requirements, as prescribed in Section 54956 shall be applicable to a meeting called pursuant to this section, with the exception of the 24-hour notice requirement.

(e) The minutes of a meeting called pursuant to this section, a list of persons who the presiding officer of the legislative body, or designee of the legislative body, notified or attempted to notify, a copy of the rollcall vote, and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

~~SEC. 21. Section 54957.1 of the Government Code is amended to read:~~

~~54957.1.(a) The legislative body of any local agency shall publicly report any action taken in closed session and the vote or abstention on that action of every member present, as follows:~~

~~(1) Approval of an agreement concluding real estate negotiations pursuant to Section 54956.8 shall be reported after the agreement is final, as follows:~~

~~(A) If its own approval renders the agreement final, the body shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held.~~

~~(B) If final approval rests with the other party to the negotiations, the local agency shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the local agency of its approval.~~

~~(2) Approval given to its legal counsel to defend, or seek or refrain from seeking appellate review or relief, or to enter as an amicus curiae in any form of litigation as the result of a consultation under Section 54956.9 shall be reported in open session at the public meeting during which the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other~~

~~particulars, but shall specify that the direction to initiate or intervene in an action has been given and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.~~

~~(3) Approval given to its legal counsel of a settlement of pending litigation, as defined in Section 54956.9, at any stage prior to or during a judicial or quasi-judicial proceeding shall be reported after the settlement is final, as follows:~~

~~(A) If the legislative body accepts a settlement offer signed by the opposing party, the body shall report its acceptance and identify the substance of the agreement in open session at the public meeting during which the closed session is held.~~

~~(B) If final approval rests with some other party to the litigation or with the court, then as soon as the settlement becomes final, and upon inquiry by any person, the local agency shall disclose the fact of that approval, and identify the substance of the agreement.~~

~~(4) Disposition reached as to claims discussed in closed session pursuant to Section 54956.95 shall be reported as soon as reached in a manner that identifies the name of the claimant, the name of the local agency claimed against, the substance of the claim, and any monetary amount approved for payment and agreed upon by the claimant.~~

~~(5) Action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee in closed session pursuant to Section 54957 shall be reported at the public meeting during which the closed session is held. Any report required by this paragraph shall identify the title of the position and an estimate of the fiscal impact of the action taken. The general requirement of this paragraph notwithstanding, the report of a dismissal or of the nonrenewal of an employment contract shall be deferred until the first public meeting following the exhaustion of administrative remedies, if any.~~

~~(6) Approval of an agreement concluding labor negotiations with represented employees pursuant to Section 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. The report shall identify the item approved and the other party or parties to the negotiation.~~

~~(7) Pension fund investment transaction decisions made pursuant to Section 54956.81 shall be disclosed at the first open meeting of the legislative body held after the earlier of the close of the investment transaction or the transfer of pension fund assets for the investment transaction.~~

~~(b) Reports that are required to be made pursuant to this section may be made orally or in writing. The legislative body shall provide to any person who has submitted a written request to the legislative body within 24 hours of the posting of the agenda, or to any person who has made a standing request for all documentation as part of a request for notice of meetings pursuant to Section 54954.1 or 54956, if the requester is present at the time the closed session ends, copies of any contracts, settlement agreements, or other documents that were finally approved or adopted in the closed session. If the action taken results in one or more substantive amendments to the related documents requiring retyping, the documents need not be released until the retyping is completed during normal business hours, provided that the presiding officer of the legislative body or their designee orally summarizes the substance of the amendments for the benefit of the document requester or any other person present and requesting the information.~~

~~(c) The documentation referred to in subdivision (b) shall be available to any person on the next business day following the meeting in which the action referred to is taken or, in the case of substantial amendments, when any necessary retyping is complete.~~

~~(d) Nothing in this section shall be construed to require that the legislative body approve actions not otherwise subject to legislative body approval.~~

~~(e) No action for injury to a reputational, liberty, or other personal interest may be commenced by or on behalf of any employee or former employee with respect to whom a disclosure is made by a legislative body in an effort to comply with this section.~~

~~(f) This section is necessary to implement, and reasonably within the scope of, paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.~~

SEC. 22. Section 54957.6 of the Government Code is amended to read:

54957.6. (a) Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation, subject to all of the following conditions:

- (1) Prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies its designated representatives.
- (2) The closed session shall be for the purpose of reviewing its position and instructing the local agency's designated representatives.
- (3) The closed session may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees.
- (4) Any closed session with the local agency's designated representative regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits may include discussion of an agency's available funds and funding priorities, but only insofar as these discussions relate to providing instructions to the local agency's designated representative.
- (5) The closed session shall not include final action on the proposed compensation of one or more unrepresented employees.
- (6) For the purposes enumerated in this section, a legislative body of a local agency may also meet with a state conciliator who has intervened in the proceedings.

(b) For the purposes of this section, the term "employee" shall include an officer or an independent contractor who functions as an officer or an employee, but shall not include any elected official, member of a legislative body, or other independent contractors.

~~SEC. 23. Section 54960 of the Government Code is amended to read:~~

~~54960. (a) The district attorney or any interested person may commence an action by mandamus, injunction, or declaratory relief for the purpose of stopping or preventing violations or threatened violations of this chapter by members of the legislative body of a local agency or to determine the applicability of this chapter to ongoing actions or threatened future actions of the legislative body, or to determine the applicability of this chapter to past actions of the legislative body, subject to Section 54960.2, or to determine whether any rule or action by the legislative body to penalize or otherwise discourage the expression of one or more of its members is valid or invalid under the laws of this state or of the United States, or to compel the legislative body to audio-record its closed sessions as hereinafter provided.~~

~~(b) The court in its discretion may, upon a judgment of a violation any provision of this chapter authorizing a closed session, order the legislative body to audio-record its closed sessions and preserve the audio recordings for the period and under the terms of security and confidentiality the court deems appropriate.~~

~~(c) (1) Each recording so kept shall be immediately labeled with the date of the closed session recorded and the title of the clerk or other officer who shall be custodian of the recording.~~

~~(2) The audio recordings shall be subject to the following discovery procedures:~~

~~(A) In any case in which discovery or disclosure of the audio recording is sought by either the district attorney or the plaintiff in a civil action pursuant to Section 54959, 54960, or 54960.1 alleging that a violation of this chapter has occurred in a closed session that has been recorded pursuant to this section, the party seeking discovery or disclosure shall file a written notice of motion with the appropriate court with notice to the governmental agency that has custody and control of the audio recording. The notice shall be given pursuant to subdivision (b) of Section 1005 of the Code of Civil Procedure.~~

~~(B) The notice shall include, in addition to the items required by Section 1010 of the Code of Civil Procedure, all of the following:~~

~~(i) Identification of the proceeding in which discovery or disclosure is sought, the party seeking discovery or disclosure, the date and time of the meeting recorded, and the governmental agency that has custody and control of the recording.~~

~~(ii) An affidavit that contains specific facts indicating that a violation of the act occurred in the closed session.~~

~~(3) If the court, following a review of the motion, finds that there is good cause to believe that a violation has occurred, the court may review, in camera, the recording of that portion of the closed session alleged to have violated the act.~~

~~(4) If, following the in camera review, the court concludes that disclosure of a portion of the recording would be likely to materially assist in the resolution of the litigation alleging violation of this chapter, the court shall, in its discretion, make a certified transcript of the portion of the recording a public exhibit in the proceeding.~~

~~(5) This section shall not permit discovery of communications that are protected by the attorney-client privilege.~~

SEC. 23. *Section 54957.95 of the Government Code is amended to read:*

54957.95. (a) (1) In addition to authority exercised pursuant to Sections 54954.3 and 54957.9, the presiding member of the legislative body conducting a meeting or their designee may remove, or cause the removal of, an individual for disrupting the ~~meeting~~; *meeting, including any teleconferenced meeting.*

(2) Prior to removing an individual, the presiding member or their designee shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding member or their designee may then remove the individual if they do not promptly cease their disruptive behavior. This paragraph does not apply to any behavior described in subparagraph (B) of paragraph (1) of subdivision (b).

(b) As used in this section:

(1) "Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, one of the following:

(A) A failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law.

(B) Engaging in behavior that constitutes use of force or a true threat of force.

(2) "True threat of force" means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

SEC. 24. Section 54960.2 of the Government Code is amended to read:

54960.2. (a) The district attorney or any interested person may file an action to determine the applicability of this chapter to past actions of the legislative body pursuant to subdivision (a) of Section 54960 only if all of the following conditions are met:

(1) The district attorney or interested person alleging a violation of this chapter first submits a cease and desist letter by postal mail or facsimile transmission to the clerk or secretary of the legislative body being accused of the violation, as designated in the statement pertaining to that public agency on file pursuant to Section 53051, or if the agency does not have a statement on file designating a clerk or a secretary, to the chief executive officer of that agency, clearly describing the past action of the legislative body and nature of the alleged violation.

(2) The cease and desist letter required under paragraph (1) is submitted to the legislative body within 12 months of the alleged violation.

(3) The time during which the legislative body may respond to the cease and desist letter pursuant to subdivision (b) has expired and the legislative body has not provided an unconditional commitment pursuant to subdivision (c).

(4) Within 60 days of receipt of the legislative body's response to the cease and desist letter, other than an unconditional commitment pursuant to subdivision (c), or within 60 days of the expiration of the time during which the legislative body may respond to the cease and desist letter pursuant to subdivision (b), whichever is earlier, the party submitting the cease and desist letter shall commence the action pursuant to subdivision (a) of Section 54960 or thereafter be barred from commencing the action.

(b) The legislative body may respond to a cease and desist letter submitted pursuant to subdivision (a) within 30 days of receiving the letter. This subdivision shall not be construed to prevent the legislative body from providing an unconditional commitment pursuant to subdivision (c) at any time after the 30-day period has expired, except that in that event the court shall award court costs and reasonable ~~attorney~~ attorney's fees to the plaintiff in an action brought pursuant to this section, in accordance with Section 54960.5.

(c) (1) If the legislative body elects to respond to the cease and desist letter with an unconditional commitment to cease, desist from, and not repeat the past action that is alleged to violate this chapter, that response shall be in substantially the following form:

To _____:

The [name of legislative body] has received your cease and desist letter dated [date] alleging that the following described past action of the legislative body violates the Ralph M. Brown Act:

[Describe alleged past action, as set forth in the cease and desist letter submitted pursuant to subdivision (a)]

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the [name of legislative body] hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action as described above.

The [name of legislative body] may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message,

to whatever address or addresses you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, you will have the right to commence legal action pursuant to subdivision (a) of Section 54960 of the Government Code. That notice will be delivered to you by the same means as this commitment, or may be mailed to an address that you have designated in writing.

Very truly yours,

[Chairperson or acting chairperson of the legislative body]

(2) An unconditional commitment pursuant to this subdivision shall be approved by the legislative body in open session at a regular or special meeting as a separate item of business, and not on its consent agenda.

(3) An action shall not be commenced to determine the applicability of this chapter to any past action of the legislative body for which the legislative body has provided an unconditional commitment pursuant to this subdivision. During any action seeking a judicial determination regarding the applicability of this chapter to any past action of the legislative body pursuant to subdivision (a), if the court determines that the legislative body has provided an unconditional commitment pursuant to this subdivision, the action shall be dismissed with prejudice. Nothing in this subdivision shall be construed to modify or limit the existing ability of the district attorney or any interested person to commence an action to determine the applicability of this chapter to ongoing actions or threatened future actions of the legislative body.

(4) Except as provided in subdivision (d), the fact that a legislative body provides an unconditional commitment shall not be construed or admissible as evidence of a violation of this chapter.

(d) If the legislative body provides an unconditional commitment as set forth in subdivision (c), the legislative body shall not thereafter take or engage in the challenged action described in the cease and desist letter, except as provided in subdivision (e). Violation of this subdivision shall constitute an independent violation of this chapter, without regard to whether the challenged action would otherwise violate this chapter. An action alleging past violation or threatened future violation of this subdivision may be brought pursuant to subdivision (a) of Section 54960, without regard to the procedural requirements of this section.

(e) The legislative body may resolve to rescind an unconditional commitment made pursuant to subdivision (c) by a majority vote of its membership taken in open session at a regular meeting as a separate item of business not on its consent agenda, and noticed on its posted agenda as “Rescission of Brown Act Commitment,” provided that not less than 30 days prior to such regular meeting, the legislative body provides written notice of its intent to consider the rescission to each person to whom the unconditional commitment was made, and to the district attorney. Upon rescission, the district attorney or any interested person may commence an action pursuant to subdivision (a) of Section 54960. An action under this subdivision may be brought pursuant to subdivision (a) of Section 54960, without regard to the procedural requirements of this section.

SEC. 25. The Legislature finds and declares that Section 5 of this act, which amends Section 54953 of, Sections 8 to 15, inclusive, of this act, which add Sections 54953.8 to 54953.8.7, respectively, to, ~~and~~ *Section 16 of this act, which adds Section 54953.9 to, Section 21* of this act, which amends Section 54956.5 of, ~~and~~ *Section 23 of this act, which amends Section 54957.95 of,* the Government Code, impose a limitation on the public’s right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(a) This act is necessary to provide opportunities for public participation in meetings of specified public agencies and to promote the recruitment and retention of members of those agencies.

(b) This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in meetings.

(c) This act is necessary to modernize the Ralph M. Brown Act to reflect recent technological changes that can promote greater public access to local officials.

SEC. 26. The Legislature finds and declares that Section 1 of this act, which amends Section 54952 of, Sections 2 and 3 of this act, which amend and repeal Section 54952.2, respectively, of, Section 4 of this act, which amends Section 54952.7 of, Section 5 of this act, which amends Section 54953 of, Section 6 of this act, which amends Section 54953.5 of, Section 7 of this act, which amends Section 54953.7 of, Sections 8 to 15, inclusive, of this act, which add Sections 54953.8 to 54953.8.7, respectively, to, Section 16 of this act, which adds Section 54953.9 to, *Section 17 of this act, which adds Section 54953.10 to*, Sections ~~17 to 18, inclusive, 18 and 19~~ of this act, which amend Sections 54954.2 and 54954.3, respectively, of, Section ~~19 20~~ of this act, which amends Section 54956 of, Section ~~20 21~~ of this act, which amends Section 54956.5 of, ~~Section 21 of this act, which amends Section 54957.1 of~~, Section 22 of this act, which amends Section 54957.6 of, ~~Section 23 of this act, which amends Section 54960 of~~, *Section 23 of this act, which amends Section 54957.95 of*, and Section 24 of this act, which amends Section 54960.2 of, the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

(a) This act is necessary to provide opportunities for public participation in meetings of specified public agencies and to promote the recruitment and retention of members of those agencies.

(b) This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in meetings.

(c) This act is necessary to modernize the Ralph M. Brown Act to reflect recent technological changes that can promote greater public access to local officials.

SEC. 27. The Legislature finds and declares that adequate public access to meetings is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this bill would apply to all cities, including charter cities.

SEC. 28. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.



July 15, 2025

The Honorable Shannon Grove
California State Senate, District 12
1021 O Street, Room 7150
Sacramento, CA 95814

RE: Opposition to Senate Bill 707 (Durazo)

Honorable Senator Grove:

On behalf of the Porterville City Council, I am writing to express our strong opposition to Senate Bill 707, as amended on May 29, 2025. While the bill is intended to improve public access, it imposes costly unfunded mandates on local governments and undermines local control, including the authority of charter cities like Porterville.

SB 707 would require cities to provide two-way virtual public participation and real-time interpretation services at all open meetings beginning January 1, 2026. These mandates would remain in effect through January 1, 2030, with some provisions becoming permanent. Despite the substantial administrative and financial burden this would place on cities, the bill offers no state funding or reimbursement.

Porterville already livestreams its public meetings and supports transparency. However, our experience with virtual public comment has shown that it often leads to disruptions and participation from individuals outside our community, which reduces the quality of civic engagement. In-person participation has consistently supported more productive and respectful dialogue.

As a charter city, Porterville has the authority to establish its own procedures for conducting public meetings. SB 707 overrides that authority by declaring its provisions a matter of statewide concern and applying them to all cities, regardless of local governance structure or community preference.

For these reasons, we respectfully urge your opposition to SB 707. We ask that the Legislature support access without disregarding local discretion or shifting the financial burden to cities that are already managing limited resources.

Sincerely,

Mayor Greg Meister
City of Porterville



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Authorization of Street Closures and Adjusted Meeting Time for the National Night Out Community Event

SOURCE: Police

COMMENT: The 2025 Annual National Night Out is scheduled for Tuesday, August 5, 2025. The Porterville Police Department is excited to participate in this annual community engagement event and invites residents to attend a block party in celebration of neighborhood safety and police-community partnerships.

National Night Out is a nationwide campaign that promotes strong relationships between law enforcement and the community. The event provides an excellent opportunity for residents to meet the dedicated members of the Porterville Police Department while enjoying grilled hot dogs, refreshments, and a series of informational booths and activities. The event area will encompass several blocks on Main Street near Centennial Park and City Hall.

To ensure the safety of participants and accommodate the various booths and activities, Police Department staff recommends closing Main Street from Thurman Avenue to Putnam Avenue, including adjacent side streets to the alleys, from 3:00 P.M. to 10:00 P.M. on August 5, 2025.

In support of this community event, staff also recommends rescheduling the regularly scheduled City Council meeting from its normal start time of 5:30 P.M. to 4:00 P.M. to allow the City Council to participate in National Night Out activities.

RECOMMENDATION: That the City Council:

1. Authorize the closure of Main Street from Thurman Avenue to Putnam Avenue and adjacent side streets to the alleys from 3:00 P.M. to 10:00 P.M. for the Porterville Police Department National Night Out community event on August 5, 2025; and
2. Reschedule the regularly scheduled City Council meeting on August 5, 2025, to begin at 4:00 P.M. to allow participation in the National Night Out event.

ATTACHMENTS: 1. National Night Out (Street Closure 2025)

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Richard Tree, Interim City Manager

HOCKETT STREET

HOCKETT STREET

HARRISON AVENUE

HARRISON AVENUE

ALLEY

ALLEY

MAIN STREET

THURMAN AVENUE

THURMAN AVENUE

ALLEY

ALLEY

CITY
HALL

CENTENNIAL
PARK

CLEVELAND AVENUE

CLEVELAND AVENUE

ALLEY

ALLEY

MAIN STREET

PUTNAM AVENUE

PUTNAM AVENUE



Not To Scale



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Consideration to Reschedule the Special City Council Meeting to Determine Council's Priority Projects for Fiscal Year 2025–2026

SOURCE: City Manager's Office

COMMENT: On May 20, 2025, the City Council approved an alternative budget calendar for Fiscal Year 2025–2026, which included scheduling a Special City Council Meeting on July 22, 2025, to consider and determine Council's Priority Projects. This meeting was intended to guide the final development of the Fiscal Year 2025–2026 Budget, which is anticipated for adoption in September.

At the request of the Mayor, staff is recommending that this Special City Council Meeting be rescheduled to Tuesday, July 29, 2025, to allow for additional time for Council consideration and staff preparation. The meeting will retain its original purpose of reviewing and confirming Council's key priorities for the upcoming fiscal year to ensure alignment with long-term goals and resource allocations.

This revision does not affect other scheduled meetings and remains consistent with the Council's adopted alternative budget development timeline.

RECOMMENDATION: That the City Council approve the rescheduling of the Special City Council Meeting to determine Council's Priority Projects for Fiscal Year 2025–2026 from July 22, 2025, to July 29, 2025.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Consideration of a Letter to President Trump and Local Representatives in Recognition of the City's 100th Anniversary as a Charter City and the 250th Anniversary of the Signing of the Declaration of Independence

SOURCE: City Manager's Office

COMMENT: At its meeting on June 17, 2025, the City Council approved Mayor Meister's request to place an item on the July 15, 2025 agenda to consider a ceremonial letter to President Donald J. Trump and the City's legislative delegation in honor of two historic milestones: the 100th Anniversary of the City of Porterville's Charter City status and the 250th Anniversary of the signing of the Declaration of Independence.

The purpose of the letter is to highlight the City's ongoing efforts to honor these milestones through community programs, public art, and special events throughout the year, culminating in a Big and Beautiful Celebration on July 4, 2026. The letter will serve both as a formal expression of civic pride and as a request for financial contributions or federal and state support to help underwrite the City's planned activities.

A draft of the proposed letter is attached. Staff will work with the Mayor to finalize the language to ensure it reflects the City Council's shared vision for the commemorations. If approved, the final letter will be distributed to the White House, members of Congress, state legislators, and other relevant public officials and agencies.

RECOMMENDATION: That the City Council:

1. Approve the transmittal of a letter to President Donald J. Trump and the City's federal, state, and local legislative representatives expressing the City's plans to commemorate the 100th Anniversary of its Charter City status and the 250th Anniversary of the signing of the Declaration of Independence; and
2. Authorize the Mayor to sign the letter on behalf of the City Council, including a request for financial support to help fund City-hosted activities culminating in a community-wide

celebration on July 4, 2026.

ATTACHMENTS: 1. Draft Letter

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager



July 15, 2025

President Donald J. Trump
The White House
1600 Pennsylvania Avenue NW
Washington, D.C. 20500

RE: Recognition and Support for the City of Porterville's 100th Anniversary as a Charter City and the 250th Anniversary of the Signing of the Declaration of Independence

Dear President Trump,

On behalf of the City of Porterville, California, we are proud to share that our community is preparing to celebrate two historic milestones: the 100th Anniversary of our designation as a Charter City and the 250th Anniversary of the signing of the Declaration of Independence. These occasions present a rare and meaningful opportunity to bring our community together in patriotic pride, civic engagement, and reflection on the founding principles that make our nation exceptional.

As part of our year-long celebration, the City of Porterville is planning a variety of public events and local initiatives, including heritage-themed art installations, storefront improvements, student contests, community recognitions, and educational programming. These activities will culminate in a Big and Beautiful Celebration on July 4, 2026, honoring both our city's charter legacy and America's enduring commitment to life, liberty, and the pursuit of happiness.

We respectfully request your recognition of these efforts and invite your support in helping make this celebration as impactful as possible for our residents. Financial contributions or federal assistance to help fund City-hosted activities would be deeply appreciated and would go directly toward supporting patriotic programming and community participation.

We thank you for your continued commitment to American communities and the values we hold dear. We would be honored to have your support and involvement as we mark this momentous year in Porterville's history.

With respect and appreciation,

Mayor Greg Meister
City of Porterville



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Consideration to Update the City's Sidewalk Vending Ordinance (Ord. No. 1852)

SOURCE: City Manager's Office

COMMENT: In 2019, the City of Porterville adopted Ordinance No. 1852 in response to Senate Bill 946 (SB 946), which decriminalized sidewalk vending in public rights-of-way and restricted local regulations to those addressing objective health, safety, and welfare concerns. While the ordinance brought the City into general compliance with state law at the time, sidewalk vending activity has significantly increased in recent years, including a growing number of illegal vendors operating without City oversight. Many of these vendors originate from outside the community and operate in direct competition with local brick-and-mortar businesses that comply with City regulations and bear fixed operating costs.

In response, and consistent with the City Council's priority to protect local businesses and support the ongoing revitalization of downtown, staff recommends a comprehensive update to the City's sidewalk vending ordinance to ensure a balanced, enforceable, and community-focused regulatory approach.

As staff prepares to bring forward a revised amendment to Ordinance No. 1852, the update will be guided by the legal framework established under SB 946, which limits local regulation to objective health, safety, or welfare concerns. As a Charter City, Porterville retains broad authority to adopt local regulations provided they are consistent with state law. The City's goal is to develop a fair and enforceable permitting process that aligns with SB 946 while addressing community priorities and protecting the integrity of public spaces.

Proposed revisions for Council consideration include the following:

Permit Fees and Activity-Based Fee Exemption: Establishing a fee structure based on cost recovery for application processing, enforcement, and program administration. A proposed exemption would apply to permitted businesses that vend directly in front of their storefront, provided the vending is an extension of the underlying business and meets all code requirements. This structure avoids preference based on business origin and instead links the exemption to the nature and location of vending activity.

City-Issued Identification Badge: Requiring all permitted sidewalk vendors to wear or display a City-issued photo ID badge while operating, to improve enforcement and accountability.

Permit Type Classification: Creating distinct permit categories based on vendor activity type. This includes stationary vendors operating at a fixed location, roaming vendors who move from place to place, and vendors operating in public parks, subject to availability

and consistency with any existing concession agreements. Each permit type may carry specific operational requirements appropriate to the setting in which the vending occurs.

Priority and No-Vending Zones: Identifying specific areas where sidewalk vending may be restricted or prohibited due to objective health, safety, or welfare concerns, as permitted under SB 946. Examples may include school zones during drop-off and pick-up hours, narrow sidewalks that cannot accommodate ADA access, fire stations, and areas undergoing active construction or revitalization such as the downtown Main Street corridor.

Enhanced Enforcement Authority: Strengthening the ordinance to proactively monitor compliance and explicitly authorize the City's Code Enforcement Division, Police Department, and other designated officials to issue citations, seize non-compliant equipment, and revoke permits when appropriate, consistent with due process requirements.

Compliance Education and Transition Program: Developing educational resources to inform prospective vendors about legal requirements and assist current unpermitted vendors in obtaining proper licenses and permits to operate legally within the city. This includes guidance on securing required health permits from the Tulare County Department of Health and Human Services for vendors selling food or beverages.

Insurance and Indemnification Requirements: Requiring proof of liability insurance or a signed hold harmless agreement to protect the City against claims related to vending activities in the public right-of-way.

SB 946 Compliance Statement: Including a clause affirming that the ordinance shall be interpreted and enforced in accordance with Government Code Sections 51036 through 51039 to protect against legal challenges.

Periodic Review: Including a provision requiring staff to review the sidewalk vending ordinance at least once every two years and report back to the City Council with any recommended updates based on enforcement trends, legal developments, and community feedback.

These changes aim to balance the City's obligation to comply with state law while preserving the economic health of local businesses, promoting fairness among vendors, and protecting the public's access to safe and clean sidewalks. Costs associated with administering the sidewalk vending program will be recovered through permit fees, and no General Fund impact is anticipated.

If directed, staff will return with a draft amendment to Ordinance No. 1852 and a resolution for City Council consideration within 60 days.

RECOMMENDATION:

That the City Council:

1. Direct staff to prepare an amendment to Ordinance No. 1852 to update the City's sidewalk vending regulations;
2. Direct staff to prepare a resolution establishing a sidewalk vending permit fee schedule, including an exemption for permitted businesses vending directly in front of their location as an extension of their business activity;

3. Direct staff to incorporate a requirement for a City-issued identification badge to be displayed by all permitted sidewalk vendors while operating;
4. Authorize the designation of enforcement authority to the appropriate City departments for citation and compliance purposes;
5. Consider establishing priority and no-vending zones, based on objective health, safety, or welfare concerns, particularly in and around the downtown Main Street corridor; and
6. Authorize the City Attorney to review and approve the proposed ordinance update prior to City Council consideration.

ATTACHMENTS:

1. Ordinance 1852 - Sidewalk Vending

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager

ORDINANCE NO. 1852

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADDING PORTERVILLE MUNICIPAL CODE CHAPTER 8A, SECTIONS 8A-1 THROUGH 8A-6, ENTITLED "SIDEWALK VENDING"

WHEREAS, on September 17, 2018, Governor Brown signed Senate Bill No. 946 ("SB 946"), adding sections 51036–51039 to the Government Code; and

WHEREAS, SB 946 decriminalizes sidewalk vending and limits local regulations to those expressly provided for in the bill or are otherwise "directly related to objective health, safety, or welfare concerns"; and

WHEREAS, SB 946 only applies to sidewalk vending in public rights-of-way, and private rights-of-way are still subject to private and local control; and

WHEREAS, although Porterville's Municipal Code does not regulate "sidewalk vendors", as that term is defined in SB 946, it does regulate "peddling" (Porterville Municipal Code, Chapter 8), which may include sidewalk vendors; and

WHEREAS, the City desires to adopt a sidewalk vending ordinance and amend its peddling ordinance to ensure compliance with state law; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PORTERVILLE, AS FOLLOWS, TO WIT:

Section 1. The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

Section 2. The City Council hereby finds and determines that there is no possibility the adoption of a sidewalk vending ordinance and the amendment to its peddling ordinance will have a significant effect on the environment. Accordingly, under the provisions of §15061(b)(3) and §15378(b)(5) of Division 6 of Title 14 of the California Code of Regulations, the CEQA Guidelines, the adoption of this ordinance is not subject to the requirements of the California Environmental Quality Act.

Section 3. The City Council hereby adds Chapter 8A, Sections 8A-1 through 8A-6, to the Porterville Municipal Code to read as follows:

Chapter 8A Sidewalk Vending

8A-1 – Definitions

As used in this chapter the following meanings shall apply:

“Sidewalk vendor” means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one’s person, upon a public sidewalk or other pedestrian path.

“Roaming sidewalk vendor” means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

“Stationary sidewalk vendor” means a sidewalk vendor who vends from a fixed location.

8A-2 – Sidewalk Vending Permits

- A. Only sidewalk vendors with valid sidewalk vending permits issued by the Finance Director may vend upon the city’s public right-of-way.
- B. To apply for a sidewalk vending permit, the applicant must provide:
 - 1. A completed application form containing:
 - a. Their name and mailing address;
 - b. Description of the merchandise offered for sale or exchange;
 - c. If the sidewalk vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal and any owners of the company, partnership, or corporation; and
 - d. Certification that the information is true to his or her knowledge and belief.
 - 2. A copy of a California’s driver’s license or identification number, an individual taxpayer identification number, or a social security number. Such information is not a public record and will remain confidential as required by Government Code section 51038(c)(4).
 - 3. A copy of a valid California Department of Tax and Fee Administration seller’s permit, as required.
 - 4. A copy of a valid Mobile Food Permit issued by the Tulare County Department of Health and Human Services, as required.
- C. To ensure the safety of residents and the merchantability of products sold by vendors without a fixed place of business, the city requires all sidewalk vending applicants to undergo a fingerprinting background check and to submit the results to the city as an attachment to their application.
- D. The sidewalk vending permit application shall require the applicant to agree, in writing, to comply with all the provisions of this chapter and all applicable provisions of the Porterville Municipal Code.

8A-3 – General Regulations

- A. To maintain accessibility standards for the city’s disabled residents, every sidewalk vendor operating on any sidewalk or public right-of-way must ensure that no obstruction is placed in the sidewalk or public right-of-way that would reduce the width of the sidewalk to less than 48 inches, exclusive of the top of the curb. No

obstruction shall be located in a sidewalk or public right-of-way less than six feet in width when the sidewalk is adjacent to the curb.

- B. To prevent food-borne illness and protect the health and safety of the city's residents, every sidewalk vendor selling any food or beverage is required to wear a hairnet and food service gloves.
- C. To prevent dangerous distractions and promote the general welfare of the city's residents, sidewalk vendors are prohibited from emitting any loud, unnecessary and unusual noises including, but not limited to, using a loudspeaker, blowing any bugle, horn or trumpet, or beating any drum, or ringing any bell, or in any other manner, for the purpose of advertising, announcing or calling attention to any goods, wares, or merchandise.
- D. A sidewalk vending permit does not provide an exclusive right to operate within any specific portion of the public right-of-way.
- E. No equipment or objects used for sidewalk vending purposes may be left or maintained in public spaces or in any portion of the public right-of-way from 10:00 p.m. to 8:00 a.m. Any equipment or objects left overnight in public spaces or in any portion of the public right-of-way will be considered discarded and shall be seized or disposed of by the city.
- F. To facilitate the enforcement of this chapter, every sidewalk vendor must display their city-issued sidewalk vending permit on the street side portion of their pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance when operating in the public right-of-way.
- G. To prevent unintended rolling or slipping, a sidewalk vendor is prohibited from operating a pushcart, pedal-driven cart, wagon, or other non-motorized conveyance on a public-right-of-way with a slope greater than five percent.

8A-4 – Specific Regulations

- A. Sidewalk vending hours' limitations in areas zoned for nonresidential use will be as restrictive as any limitations on hours of operation imposed on other businesses or uses on the same street, excluding those permitted to operate 24 hours.
- B. Sidewalk vending is limited to the hours of 9:00 a.m. through 5:00 p.m. for areas that are exclusively residential, unless modified by resolution of the City Council.
- C. Stationary sidewalk vendors are prohibited from operating in areas that are exclusively residential.

- D. A stationary sidewalk vendor is prohibited from operating in a city park if the City has entered into exclusive agreements for the sale of food or merchandise by one or more concessionaires for that city park.
- E. A sidewalk vendor is prohibited from operating within 500 feet of a permitted certified farmers' market, a permitted swap meet, or any area subject to a temporary use permit or Community Civic Event for the duration of the permit.

8A-5 – Violation—Penalty

- A. Every person vending without a sidewalk vending permit is guilty of an administrative violation punishable by an administrative fine not to exceed:
 - 1. Two hundred fifty dollars (\$250.00) for a first violation; or
 - 2. Five hundred dollars (\$500.00) for a second violation within one year of the first violation; or
 - 3. One thousand dollars (\$1,000.00) for each additional violation within one year of the first violation.
 - 4. Upon proof of a valid permit issued by the Finance Department, the administrative fine in Section 8A-5(A) will be reduced to the corresponding administrative fine in Section 8A-5(B).
- B. Every person violating any other provision of this chapter is guilty of an administrative violation punishable by an administrative fine not to exceed:
 - 1. One hundred dollars (\$100.00) for a first violation; or
 - 2. Two hundred dollars (\$200.00) for a second violation within one year of the first violation; or
 - 3. Five hundred dollars (\$500.00) for each additional violation within one year of the first violation.
 - 4. The Finance Director may rescind a sidewalk vendor permit for the remaining term of the permit upon a fourth or subsequent violation of this chapter.
- C. Failure to pay an administrative fine is not punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized will not be assessed. However, the City may levy a lien on the violator's real or personal property, including the vehicle used for vending purposes.
- D. An administrative violation constitutes a separate and distinct violation for each day that it exists and each such violation may be subject to the maximum fine permitted under this chapter.

8A-6 – Ability-to-Pay Determination

- A. Any fine issued under Section 8A-5 will be accompanied with a notice of and instruction regarding the right to request an ability-to-pay determination.

- B. If the requestor is receiving public benefits under Government Code section 68632, subdivision (a), or has a monthly income which is 125 percent or less than the current poverty guidelines updated periodically in the Federal Register by the United States Department of Health and Human Services, the Finance Director will limit the total amount of the requestor's administrative fine to 20 percent of the total and may:
1. Allow the person to complete community service in lieu of paying the total administrative fine; or
 2. Waive the administrative fine; or
 3. Offer an alternative disposition.

Section 4. Severability Clause: Should any section, clause, or provision of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole, or parts thereof, other than the part so declared to be invalid.

Section 5. This Ordinance shall be in full force and effect thirty (30) days after its passage, adoption and approval and shall supersede any conflicting provision of any City of Porterville ordinance.

PASSED, APPROVED AND ADOPTED this 26th day of March, 2019.

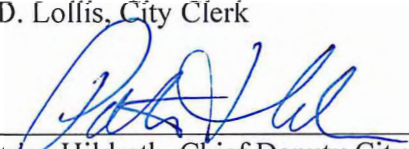


Martha A. Flores, Mayor

ATTEST:

John D. Loffis, 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. 1852, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 26th day of March, 2019, 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 on the 25th day of April, 2019, 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:	PEÑALOZA	WARD	FLORES	STOWE	REYES
AYES:	X		X	X	X
NOES:					
ABSTAIN:					
ABSENT:		X			

JOHN D. LOLLIS, City Clerk


By: Luisa Zavala, Deputy City Clerk



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Amendment of the City Code - Changes to the Special Speed Zones (2020 Speed Survey Update)

SOURCE: Engineering and Project Management

COMMENT: The State of California has broad authority to regulate vehicles and traffic. The primary speed limit requirements are established under California Vehicle Code (CVC) §22352, which defines prima facie speed limits—default limits that apply when no other specific speed limit is posted. Under CVC §22352, a prima facie speed limit of 25 miles per hour (mph) applies in business and residential areas, school zones, and areas surrounding senior centers, unless otherwise posted. Most speed limits on City of Porterville streets fall under these prima facie limits.

When an engineering and traffic survey—defined in CVC §§627 and 40802—determines that the prima facie limits are not appropriate for specific conditions on certain streets, the City may modify the speed limits. These changes must be supported by the findings of the survey, which then authorize the enforcement of posted limits using radar and other electronic speed-measuring devices.

Assembly Bill 43 (AB 43) grants local governments, by ordinance, the authority to set prima facie speed limits of 20 or 25 mph on highways located within business activity districts. Additionally, under CVC §22358.7, AB 43 allows local authorities to reduce speed limits—following an engineering and traffic survey—if they determine that the existing limit is not reasonable or safe and certain conditions are met. Previously, speed limits were primarily based on the 85th percentile speed, generally set within 5 mph of that benchmark. AB 43 provides municipalities with greater flexibility in adjusting posted speed limits.

City staff have completed a review of Westwood Street, from the Tule River to Henderson Avenue. This corridor includes a mix of businesses, a church, a school, and a significant number of residential homes—factors likely to increase pedestrian and bicyclist activity. These conditions support the need to reduce the posted speed limit. In anticipation of increased vehicle speeds following recent road improvements from the Tule River to Olive Avenue, the

posted speed limit will be reduced from 40 mph to 35 mph.

RECOMMENDATION: That the City Council:

1. Approve the proposed Ordinance;
2. Give first reading to the Ordinance amending Chapter 17, Article XV, Section 17-15, Prima Facie Speed Limits Determined on Certain Streets, in the City Code; and
3. Authorize the Chief Deputy City Clerk to execute the Speed Survey Status Report; and
4. Direct the City Engineer to make appropriate changes in the posted signs when the Ordinance becomes effective.

ATTACHMENTS:

1. Draft Ordinance
2. Engineering and Traffic Survey Update Westwood Street

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Richard Tree, Interim City Manager

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING CHAPTER 17, ARTICLE XV, SECTION 17-
15, PRIMA FACIE SPEED LIMITS DETERMINED ON CERTAIN
STREETS, OF THE PORTERVILLE MUNICIPAL CODE**

WHEREAS: State Assembly Bill No. 34 was filed with the Secretary of State October 8, 2021; and

WHEREAS: Section 22358.7 of the Vehicle Code allows the local authority, after completing an engineering and traffic survey, to determine and declare a prima facie speed limit that is reduced up to an additional five miles per hour if the speed from the survey is more than is reasonable or safe an adjacent to land or facilities that may generate high concentrations of bicyclists or pedestrians: and

WHEREAS: Section 22358.8 of the Vehicle Code allows the local authority, after completing an engineering and traffic survey, to restore the immediately prior speed limit if that speed limit was established with an engineering and traffic survey and a registered engineer has evaluated the section of highway and determined that no additional general-purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit: and

WHEREAS: The Porterville Police Department completed a city-wide speed survey at the end of 2020 on major corridors (arterial and collectors) within the City of Porterville and those streets within Tulare County where agreements dictate Porterville's authority to post speed limits; and

WHEREAS: Engineering staff has evaluated the speed surveys provided by the Police Department, calculated the 85th percentile speeds, and has prepared Engineering and Traffic Surveys as required by the California Vehicle Code to determine necessary amendments to *prima facie speeds* in the Porterville Municipal Code; and

WHEREAS: The City Engineer has evaluated the sections of Westwood Street beginning at the Tule River and ending at Henderson Avenue and found that the area includes businesses, a church, school, and large number of residential homes that would potentially generate a large concentration of bicyclists and pedestrians necessitating a reduction in posted speed limits in the area.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of Porterville does ordain as follows:

Section 17-15, Prima Facie Speed Limits Determined on Certain Streets, of the Code of the City of Porterville is hereby amended to incorporate the following changes:

Street	Survey Area	Posted Speed (MPH)	85 th Percentile (MPH)	New Posted Speed Limited (MPH)
Westwood St	Tule River to Vine	45	51	45
Westwood St	Vine to Olive	45	44	35
Westwood St	Olive to Henderson	40	44	35

This ordinance and code amendment shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, ADOPTED and APPROVED this 15th day of July, 2025.

Greg Meister, Mayor

ATTEST:
Richard Tree, Interim City Clerk

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

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY - UPDATE

STREET NAME:	Westwood Street
SURVEY LIMITS:	Tule River to Vine Avenue
POSTED SPEED LIMIT:	45 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Data Not Available
STREET WIDTH:	Varies 40' to 64'
STREET CONDITION:	Fair
CURB & GUTTER:	This arterial street has curb and gutter along both sides of the roadway. An asphalt and dirt shoulder transition on the west side is in place near the Tule River and services a traffic delineation or transition from a wide roadway to a narrow two-lane bridge.
STREET GEOMETRY:	Straight two lane arterial designated street.
DESCRIPTION OF ADJACENT PROPERTIES:	Commercial at southeast corner and southwest corner of Olive Avenue and Westwood Street. Residential along east side and some along the west side. Single family zoned properties on both sides of the street are fully developed. Access to the single-family properties are via side streets connecting to Westwood Street. Significant arterial street improvements have been constructed since the last speed survey.
UNIQUE OR UNUSUAL CONDITIONS:	Due to the developments that have occurred. Caution needs to be taken at the exits of all commercial properties and side streets that front this segment of road. The fact that vehicles exiting their respective road along this same corridor with higher traffic volume results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 51 MPH. For the reasons stated above, maintain the posted speed limit of 45 MPH.

STREET NAME:	Westwood Street
SURVEY LIMITS:	Vine Avenue to Olive Avenue
POSTED SPEED LIMIT:	45 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Data Not Available
STREET WIDTH:	64'
STREET CONDITION:	Good
CURB & GUTTER:	Curb & gutter exists along both sides of street.
STREET GEOMETRY:	Straight four lane arterial street.
DESCRIPTION OF ADJACENT PROPERTIES:	Commercial and church facilities exists at Olive Avenue. The remaining corridor is primarily single-family homes.
UNIQUE OR UNUSUAL CONDITIONS:	The neighboring church and elementary schools receive a significant level of vehicular, school bus, bicyclist and pedestrian traffic leading to a large number of vulnerable groups, such as children and the elderly, traveling through the area.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 44 MPH. For the reasons noted above and in accordance with CVC Sections 627, reduce current posted speed limit of 45 MPH to 35 MPH.

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY - UPDATE

STREET NAME:	Westwood Street
SURVEY LIMITS:	Olive Avenue to Henderson Avenue
POSTED SPEED LIMIT:	40 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Data Not Available
STREET WIDTH:	64'
STREET CONDITION:	Good
CURB & GUTTER:	Curb & gutter exists along both sides of street.
STREET GEOMETRY:	Straight four lane arterial street.
DESCRIPTION OF ADJACENT PROPERTIES:	Commercial and church facilities exists at Olive Avenue. The remaining corridor is primarily single-family homes. At the Morton Avenue intersection there is an Elementary School (Burton School District).
UNIQUE OR UNUSUAL CONDITIONS:	The elementary school receives a significant level of vehicular, school bus, bicyclist and pedestrian traffic, more specifically in the early morning and mid-afternoon. Extra caution is required when driving in the area. The businesses and the Church may also generate a high concentration of bicyclists or pedestrians which include a large number of vulnerable groups such as children and the elderly.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 44 MPH. For the reasons noted above and in accordance with CVC Sections 627, restore previously posted speed limit in area by reducing current posted speed limit of 40 MPH to 35 MPH. A school zone in accordance with CVC 22358.4, which is 25 mph when children are present, shall also be implemented appropriately in the vicinity of the school.



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Consideration to Authorize the Purchase of Office and Conference Room Furniture for the City Manager's Office

SOURCE: City Manager's Office

COMMENT: To improve public accessibility and support department growth, the City Manager's Office will relocate to a new workspace that better accommodates public interaction and allows other departments to expand into the vacated office areas. This transition requires updated furniture for the Assistant City Manager and Executive Assistant to ensure a professional, functional, and ergonomic environment. The estimated cost for this furniture is \$4,875.91 and will be funded through salary savings within the City Manager's operating budget.

Additionally, the Interim City Manager is currently serving in a dual capacity as Director of Transportation. To support the relocation to the new workspace, staff is requesting the purchase of new office and conference room furniture for the Interim City Manager/Transportation Director's workspace. The estimated cost for these furnishings is \$9,912.31, plus applicable sales tax, and will be funded through the Transportation Department's budget.

All purchases will be made through ULINE, an authorized vendor under the General Services Administration (GSA) contract, ensuring procurement compliance and access to competitive pricing. The total purchase will be made directly by the City, and all costs are exclusive of applicable sales tax.

RECOMMENDATION: That the City Council:

1. Authorize staff to purchase office furniture for the Assistant City Manager and Executive Assistant in an amount not to exceed \$4,875.91, plus applicable sales tax, to be funded through salary savings in the City Manager's Office budget and paid directly by the City; and
2. Authorize staff to purchase office and conference room furniture for the Interim City Manager/Transportation Director in an amount not to exceed \$9,912.31, plus applicable sales tax, to be funded through the Transportation Department budget and

paid directly by the City.

ATTACHMENTS:

1. Transportation Director.Conference Room Quote
2. Assistant City Mgr.Executive Assistant Office Quote

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager

ULINE

1-800-295-5111

Info

Contact Us

ORDER SUBMITTED

ORDER # 37191607

Order Date: 07/07/2025

Thank you for shopping with Uline! Your order has been successfully submitted.
You will receive an email confirmation at lhalleck@ci.porterville.ca.us once this order has been processed.
You will receive text message updates at: (714) 801-4057.

Order Details

Billing Address
PORTERVILLE CITY OFFICE
291 N MAIN ST
PORTERVILLE, CA 93257-3737

Shipping Address
PORTERVILLE CITY OFFICE
555 N PROSPECT ST
PORTERVILLE, CA 93257-1936

Ship Via: XPO LOGISTICS
Will Ship: 07/07/2025

Payment Method: Net 30
PO #:

Uline Account #: 8823880
Order Placed By: Lori Halleck

Special Instructions: ATTN LORI HALLECK- CM OFF

Item Summary



Mesh Nesting Chair - Black
H-6929BL

\$185.00 / EA

4

\$740.00



Deluxe Café Table - 42" Diameter, Gray
H-9176GR

\$295.00 / EA

1

\$295.00



Downtown Guest Chair - Standard, Black/Gray
H-9131BL/GR

\$225.00 / EA

2

\$450.00



Downtown Executive L-Desk with Bow Front - 72 x 84", Gray,
Right-Hand
H-11249GR-R

\$1,475.00 / EA

1

\$1,475.00

Subtotal =	\$2,960.00
Tax =	\$0.00
Shipping/Handling =	\$252.66
Total =	\$3,212.66

✓ ORDER SUBMITTED

ORDER # 38267233

Order Date: 07/07/2025

Thank you for shopping with Uline! Your order has been successfully submitted.
You will receive an email confirmation at lhalleck@ci.porterville.ca.us once this order has been processed.
You will receive text message updates at: (714) 801-4057.

Order Details

Billing Address
PORTERVILLE CITY OFFICE
291 N MAIN ST
PORTERVILLE, CA 93257-3737

Shipping Address
PORTERVILLE CITY OFFICE
555 N PROSPECT ST
PORTERVILLE, CA 93257-1936

Ship Via: XPO LOGISTICS
Will Ship: 07/07/2025

Payment Method: Net 30
PO #:

Uline Account #: 8823880
Order Placed By: Lori Halleck

Special Instructions: ATTN LORI HALLECK- CM OFF

Item Summary



Downtown Guest Chair - Oversized, Black/Gray
H-9132BL/GR

\$290.00 / EA 2 \$580.00



Leather Executive Conference Chair - Black
H-8278

\$240.00 / EA 8 \$1,920.00



Downtown Executive Conference Table - Standard, 96 x 48",
Gray
H-11804GR

\$1,125.00 / EA 1 \$1,125.00

Subtotal =	\$3,625.00
Tax =	\$0.00
Shipping/Handling =	\$323.78
Total =	\$3,948.78

ULINE

1-800-295-2674

01579

Order Line

 ORDER SUBMITTED

ORDER # 38268180

Order Date: 07/07/2025

Thank you for shopping with Uline! Your order has been successfully submitted.
You will receive an email confirmation at lhalleck@ci.porterville.ca.us once this order has been processed.
You will receive text message updates at: (714) 801-4057.

Order Details

Billing Address
PORTERVILLE CITY OFFICE
291 N MAIN ST
PORTERVILLE, CA 93257-3737

Shipping Address
PORTERVILLE CITY OFFICE
555 N PROSPECT ST
PORTERVILLE, CA 93257-1936

Ship Via: XPO LOGISTICS
Will Ship: 07/07/2025

Payment Method: Net 30
PO #:

Uline Account #: 8823880
Order Placed By: Lori Halleck

Special Instructions: ATTN LORI HALLECK- CM OFF

Item Summary



Downtown Storage Cabinet - 5-Shelf, Gray
H-9189

\$540.00 / EA 2 \$1,080.00



Downtown Storage Cabinet - 2-Shelf, Gray
H-6859GR

\$300.00 / EA 4 \$1,200.00



Downtown End Table - 24 x 24 x 20", Gray
H-9769GR

\$145.00 / EA 1 \$145.00

Subtotal =	\$2,425.00
Tax =	\$0.00
Shipping/Handling =	\$325.87
Total =	\$2,750.87

 ORDER SUBMITTED

ORDER # 37195889

Order Date: 07/07/2025

Thank you for shopping with Uline! Your order has been successfully submitted.
You will receive an email confirmation at lhalleck@ci.porterville.ca.us once this order has been processed.
You will receive text message updates at: (714) 801-4057.

Order Details

Billing Address
PORTERVILLE CITY OFFICE
291 N MAIN ST
PORTERVILLE, CA 93257-3737

Shipping Address
PORTERVILLE CITY OFFICE
555 N PROSPECT ST
PORTERVILLE, CA 93257-1936

Ship Via: XPO LOGISTICS
Will Ship: 07/07/2025

Payment Method: Net 30
PO #:

Uline Account #: 8823880
Order Placed By: Lori Halleck

Special Instructions: ATTN LORI HALLECK- CM OFF

Item Summary



Downtown Guest Chair - Standard, Black/Gray
H-9131BL/GR

\$225.00 / EA 2 \$450.00



Downtown Executive L-Desk with Bow Front - 72 x 84", Gray,
Left-Hand
H-11249GR-L

\$1,475.00 / EA 1 \$1,475.00

Subtotal = \$1,925.00
Tax = \$0.00
Shipping/Handling = \$220.47
Total = \$2,145.47



800-295-2700

Help

Ordering

ORDER SUBMITTED

ORDER # 38272642

Order Date: 07/07/2025

Thank you for shopping with Uline! Your order has been successfully submitted.
You will receive an email confirmation at lhalleck@ci.porterville.ca.us once this order has been processed.
You will receive text message updates at: (714) 801-4057.

Order Details

Billing Address
PORTERVILLE CITY OFFICE
291 N MAIN ST
PORTERVILLE, CA 93257-3737

Shipping Address
PORTERVILLE CITY OFFICE
555 N PROSPECT ST
PORTERVILLE, CA 93257-1936

Ship Via: XPO LOGISTICS
Will Ship: 07/07/2025

Payment Method: Net 30
PO #:

Uline Account #: 8823880
Order Placed By: Lori Halleck

Special Instructions: ATTN LORI HALLECK- CM OFF

Item Summary



Downtown Executive L-Desk with Bow Front - 72 x 84", Gray,
Left-Hand
H-11249GR-L

\$1,475.00 / EA

1

\$1,475.00



Downtown Storage Cabinet with Hutch
H-11437GR

\$495.00 / EA

2

\$990.00

Subtotal =	\$2,465.00
Tax =	\$0.00
Shipping/Handling =	\$265.44
Total =	\$2,730.44



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Adoption of Annual Appropriation Limit

SOURCE: Finance

COMMENT: Article XIII-B of the California Constitution requires that each governmental agency must adopt an appropriation limit each fiscal year. This limit represents the maximum amount for tax revenue that can be appropriated during the fiscal year.

The State Department of Finance has provided the percentage change in the population of the City of Porterville as well as the percentage change in per capita personal income for the 2025-2026 fiscal year calculation. Based on the information and guidelines established by the State, the appropriation limit for the Fiscal Year 2025-2026 is \$104,412,538. With the proceeds of taxes estimated at \$42,863,001 for the 2025-2026 Fiscal Year budget, the City continues to appropriate well beneath the maximum limit allowed by law.

RECOMMENDATION: That the City Council approve the draft Resolution adopting the appropriation limit of \$104,412,538 for the 2025-2026 Fiscal Year.

ATTACHMENTS:

1. Draft Resolution
2. Appropriation Limit Calculation Worksheet

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Richard Tree, Interim City Manager

RESOLUTION NO. ____-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE SETTING THE APPROPRIATION LIMIT FOR THE
2025-2026 FISCAL YEAR**

WHEREAS: Article XIII – B of the California Constitution requires that each governmental agency adopt an appropriation limit each fiscal year; and

WHEREAS: The State of California has presented the guidelines for the consumer price index, the per capita personal income and the population data for local governments to compute the appropriation limit.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the appropriation limit of \$104,412,538 for the 2025-2026 fiscal year as computed on the attached worksheet.

PASSED, APPROVED AND ADOPTED this 15th day of July, 2025.

Greg Meister, Mayor

ATTEST:
Richard Tree, Interim City Clerk

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

	GENERAL	MEAS H	MEAS I	ARPA	SPECIAL GAS TAX	LTF	TRAFFIC SAFETY	ZALUD ESTATE	CDBG	TRANSIT	COPS	SEWER OPER	SOLID WASTE	AIRPORT	GOLF COURSE	WATER OPER
GENERAL	10,010,000													10,000		
	7,815,327	5,239,246	10,487,075													
	5,250,000															
	800,000															
	1,150,000															
TRANSITS	1,168,084															
												240,000				
	1,801,134															
	931,000															
SPECIAL TAXES	85,000															
	21,000															
	149,398				5,409,817	2,246,999			1,019,058		327,963		19,000	10,000		
	381,000			7,153,868	660,000	21,686,053			739,428	24,436,227						
GENERAL	920,000	115,000	325,000	100,000	100,000	100,000	850		45,000		200	50,000	15,000	115,000		100,000
	50,066											95,000		316,700		
	21,500						75,000									
	4,408,954	82,000	79,000					5,310		689,822		11,910,000	11,495,200	2,068,000	295,000	14,817,000
	192,000							200	200		8,000	133,700	134,000	1,400	200	245,800
TOTAL	35,154,463	5,436,246	10,891,075	7,253,868	6,169,817	24,033,052	75,850	5,510	1,803,686	25,126,049	336,163	12,428,700	11,663,200	2,521,100	295,200	15,162,800

* Source: City of Porterville 2025-2026 proposed Annual Budget.

**CITY OF PORTERVILLE
APPROPRIATION LIMIT DOCUMENTATION
FISCAL YEAR 2025-2026**

PROCEEDS OF TAXES CALCULATION

APPROPRIATION LIMIT CALCULATION

	[1] PROCEEDS OF TAXES	PROCEEDS OTHER THAN TAXES	TOTAL ESTIMATED REVENUES	YEAR	[2] CALIFORNIA PCPI CHANGE	[3] POPULATION CHANGE	LIMIT
PROPERTY TAXES	\$10,020,000		\$ 10,020,000	1986-1987	BASE YEAR		\$ 10,422,371
SALES & USE TAXES	23,541,648		23,541,648	1987-1988	3.47%	1.75%	10,972,748
UTILITY USERS TAX	5,250,000		5,250,000	1988-1989	4.66%	2.27%	11,744,767
TRANSIENT OCCUPANCY TAX	800,000		800,000	1989-1990	5.19%	8.28%	13,377,258
BUSINESS LICENSE	1,150,000		1,150,000	1990-1991	4.21%	7.03%	14,920,454
OTHER TAXES	1,168,084		1,168,084	1991-1992	4.14%	3.79%	16,127,057
SPECIAL BENEFIT ASSESSMENTS		\$ 415,000	415,000	1992-1993	-0.64%	4.51%	16,746,519
FRANCHISE FEES		1,801,134	1,801,134	1993-1994	2.72%	4.26%	17,934,831
PERMITS		931,000	931,000	1994-1995	0.71%	3.63%	18,717,825
REVENUE FROM STATE				1995-1996	4.72%	2.40%	20,071,738
MOTOR VEHICLE IN LIEU	85,000		85,000	1996-1997	4.67%	2.85%	21,607,847
HOMEOWNERS RELIEF	21,000		21,000	1997-1998	4.67%	2.71%	23,229,852
OTHER REV FR STATE		12,276,235	12,276,235	1998-1999	4.53%	2.05%	24,779,949
OTHER INTERGOVTAL REV		55,607,684	55,607,684	1999-2000	4.91%	1.61%	26,415,190
USE OF MONEY & PROPERTY				2000-2001	7.82%	1.33%	28,859,653
INTEREST	827,269	2,752,481	3,579,750	2001-2002	-1.27%	2.07%	29,082,943
RENT		486,766	486,766	2002-2003	2.31%	2.56%	30,516,481
FINES & FORFIETURES		96,500	96,500	2003-2004	3.28%	2.43%	32,283,295
CHARGES FOR SERVICES		67,175,286	67,175,286	2004-2005	5.26%	2.45%	34,813,941
OTHER REVENUES		1,071,162	1,071,162	2005-2006	3.96%	2.18%	36,981,571
	<u>\$42,863,001</u>	<u>\$ 142,613,248</u>	<u>\$ 185,476,249</u>	2006-2007	4.42%	14.26%	44,122,820
				2007-2008	4.29%	1.99%	46,931,401
				2008-2009	0.62%	1.79%	48,067,656
				2010-2011	-2.54%	1.98%	47,774,303
				2011-2012	2.51%	1.47%	49,693,348
				2012-2013	3.77%	1.28%	52,226,842
				2013-2014	5.12%	0.92%	55,405,944
				2014-2015	-0.23%	0.75%	55,693,099
				2015-2016	3.82%	0.75%	58,254,230
				2016-2017	5.37%	5.39%	64,690,998
				2017-2018	3.69%	1.13%	67,836,078
				2018-2019	3.67%	1.14%	71,127,375
				2019-2020	3.85%	0.79%	74,449,319
				2020-2021	3.73%	0.73%	77,790,030
				2021-2022	5.73%	0.49%	82,650,411
				2022-2023	7.55%	0.21%	89,077,187
				2023-2024	4.44%	0.12%	93,143,853
				2024-2025	3.62%	0.90%	97,384,301
				2025-2026	6.44%	0.73%	104,412,538
PROCEEDS OF TAXES							<u>\$ 42,863,001</u>
PROCEEDS OF TAXES UNDER APPROPRIATION LIMIT							<u>\$ 61,549,537</u>

[1] Per City of Porterville 2025-2026 proposed Annual Budget.

[2] Per State Department of Finance (per capita personal income).

[3] Per State Department of Finance (population growth of City or County, whichever is greater).



CITY COUNCIL AGENDA – JULY 15, 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 Acting City Manager Patrice Hildreth, declared the existence of a local emergency within the City of Porterville. This declaration was made pursuant to Chapter 9 of the Porterville Municipal Code and in response to a series of storm systems impacting the Porterville area, increasing flows in the Tule River and posing a significant threat to life and property. The City Council ratified the declaration at its Special Meeting on March 17, 2023, in accordance with the California Emergency Services Act (Government Code § 8558 et seq.). Per State requirements, the declaration must be renewed every sixty (60) days to remain in effect. At its most recent meeting on June 17, 2025, the Council renewed the emergency declaration.

Staff continues to work with FEMA to resolve outstanding claims and identify a timeline and path forward. In an effort to reduce the size of the agenda binder while still keeping the Council informed, staff is including only the most current Armory Census as an attachment to this report. Once the declaration of local flood emergency is officially concluded, and in coordination with FEMA guidance, staff will prepare a final close-out report that includes all supporting documentation and attachments currently on file.

Chronology of Emergency Response Actions:

- March 10–19, 2023: Tulare County Sheriff and City officials issued a series of evacuation warnings and mandatory orders due to rising water levels and flood threats, including areas near Success Lake, River Springs Drive, and Rio Vista Avenue.
- March 13, 2023: The City declared a Local Emergency.
- March 15–25, 2023: City Public Works performed extraordinary flood mitigation efforts. Evacuation orders were adjusted based on river activity.
- March 17, 2023: The City Council ratified the emergency declaration.
- April 11, 2023: The Temporary Evacuation Point (TEP) and Emergency Shelter relocated from Porterville College to the Porterville Armory.

- April 14–May 5, 2023: The City and County executed an MOU to continue Armory TEP operations without Cal OES funding.
- May 5, 2023: The City assumed full operational and financial responsibility for the Armory site.
- May 16, 2023: The Council approved a one-year no-cost license agreement for exclusive use of the Armory.
- April–July 2023:
 - Council approved emergency expenditures including water rescue equipment, mobile ADA-compliant restrooms, and flood mitigation services.
 - Due to contract violations, TopKnotch Security was terminated and replaced by Good Guard Security for ongoing Armory safety services.
- State and Federal Declarations:
 - Governor Newsom issued Executive Orders N-6-23, N-7-23, and N-10-23 to support flood response and recovery.
 - President Biden’s Major Disaster Declaration (April 3, 2023) activated federal recovery funding; FEMA formally closed the incident period on July 10, 2023.

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. Armory Census

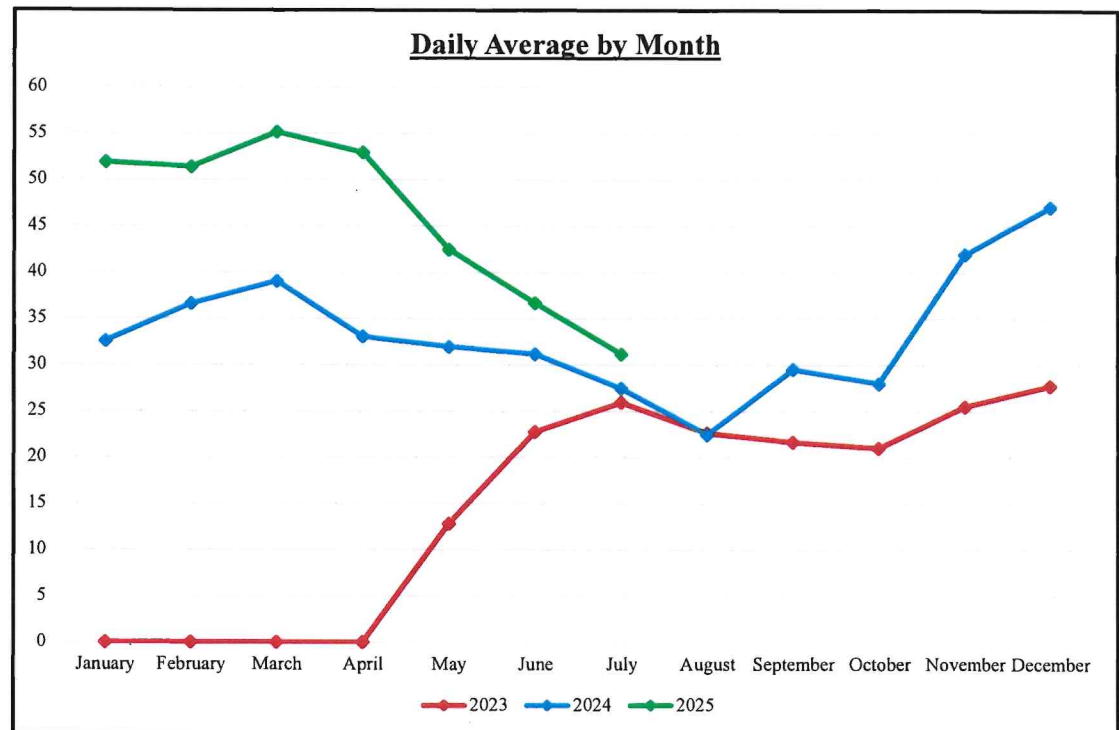
Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager

Daily Average by Month (Adults Only)			
	2023	2024	2025
January	-	32.55	51.87
February	-	36.59	51.36
March	-	39.00	55.13
April	-	33.03	52.93
May	12.85	31.97	42.45
June	22.80	31.20	36.70
July	25.97	27.48	31.17
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	-





CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Conditional Use Permit (PRC 2025-002-C) to Allow for the Development of Hampton Inn Suites

SOURCE: Community Development

COMMENT: On March 17, 2020, City Council approved entitlements via Conditional Use Permit (PRC 2019-038-C) for the establishment of an 87-room hotel. Pursuant to Porterville Development Ordinance § 601.08, unless an extension of time is granted by the City Council, the Conditional Use Permit (CUP) shall expire two (2) years after the date of approval if the hotel construction was not active or actively pursued. The applicant did not exercise this requirement during the specified timeframe and therefore the entitlements for the hotel expired on March 17, 2022.

On February 5, 2025 the Project Review Committee met with the applicant to review a new application that was submitted for a Conditional Use Permit (CUP) to allow the construction of a 53,461± square foot, four (4) story, 88-room hotel for Hampton Inn Suites. The project is located on the north side of Montgomery Avenue, east of Jaye Street, within the CG (General and Service Commercial) zone district. The 2.5± acre property currently sits vacant between two existing hotel developments. The hotel as currently proposed is substantively similar to the previously approved hotel. It has one additional room and minor modifications have been made to account for parking lot shading and pedestrian connectivity to the east.

The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for CG (General and Service Commercial). The CG designation is intended to maintain areas for retail and services that meet local and regional demands. The proposed hotel supports the General Plan Land Use Element's goal to foster strong, visually attractive regional centers oriented around the regional connectivity of State Routes 65 and 190. Moreover, the proposed hotel would also support the General Plan Implementation Policy to promote and support the revitalization and infill development in existing commercial and service areas. The hotel is a permitted use in the CG Zone, subject to approval of a Conditional Use Permit.

Due to its proximity to the SR-65 and SR-190, which bring visitors into

Porterville, the proposed project site is flanked by two existing hotels and a couple of restaurants. Additionally, to the north of the proposed project, two major regional shopping centers will help provide retail and dining options for travelers.

On June 23, 2025, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to Section 15332 of the California Code of Regulation (CEQA Guidelines) as a Class 32, Infill development project considering that the project is consistent with the General Plan and applicable zoning designations, as well as, the project being within city limits, less than five (5) acres and is substantially surrounded by urban uses.

RECOMMENDATION: That the City Council:

1. Hold a Public Hearing to receive comments;
2. Find the proposed project exempt from the California Environmental Quality Act Pursuant to Section 15332 (Infill project) of the California Code of Regulations; and
3. Adopt the draft resolution approving Conditional Use Permit (PRC 2025-002-C) to allow the construction of a hotel, subject to conditions of approval.

ATTACHMENTS:

1. Draft Resolution
2. Exhibit A to Draft Resolution (Site Plan)

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Richard Tree, Interim City Manager

RESOLUTION NO. ____-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF CONDITIONAL USE PERMIT (PRC 2025-002-C) TO ALLOW THE CONSTRUCTION OF A HOTEL, LOCATED ON THE NORTH SIDE OF MONTGOMERY AVENUE, EAST OF JAYE STREET (APNS 269-050-056, 061)

WHEREAS: On March 17, 2020, the City Council approved a Conditional Use Permit (PRC 2019-038-C) for the establishment of Hampton Inn & Suites, a four (4)-story, 87-room hotel including amenities such as a meeting room, a breakfast area, a fitness center, an outdoor pool, and an outdoor recreation area to be located on the north side of Montgomery Avenue, east of Jaye Street (APNs 269-050-056, 061); and

WHEREAS: The Conditional Use Permit (PRC 2019-038-C), was set to expire on March 17, 2022, unless an extension of time was granted by the City of Porterville, pursuant to Porterville Development Ordinance, §601.08; and

WHEREAS: The hotel was not active nor was construction being actively pursued during the specified time frame; and

WHEREAS: The applicant did not request an extension of time for the approved CUP; and

WHEREAS: Conditional Use Permit (PRC 2019-038-C) did expire on March 17, 2022; and

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of July 15, 2025, conducted a public hearing to consider Conditional Use Permit (PRC 2025-002-C) to allow for the construction of Hampton Inn & Suites, a four (4)-story, 88-room hotel including amenities such as a meeting room, a breakfast area, a fitness center, an outdoor pool, and an outdoor recreation area to be located on the north side of Montgomery Avenue, east of Jaye Street (APNs 269-050-056, 061); and

WHEREAS: The project site has a General Plan land use designation of General and Service Commercial and is zoned CG (General and Service Commercial). Pursuant to Table 203.02 – Land Use Regulations, of the Porterville Development Ordinance, hotels and motels require a Conditional Use Permit to operate in this zone district; and

WHEREAS: On June 23, 2025, the Environmental Coordinator made a preliminary determination that the project is exempt from California Environmental Quality Act under CEQA Guidelines Section 15332, In-Fill Development Projects; and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties related to said Conditional Use Permit; and

WHEREAS: The City Council made the following findings with respect to the subject project:

1. That the proposed project will advance the goals and objectives of, and is consistent with, the policies of the General Plan and any other applicable plan that the City has adopted.
 - The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for CG (General and Service Commercial). The CG designation is intended to provide for retail and service uses that meet local and regional demand.
2. That the location, size, design, and operating characteristics of the proposed project are consistent with the purposes of the district where it is located, and conforms in all significant respects, with the General Plan, the Development Ordinance, and with any other applicable plan adopted by the City Council.
 - All required criteria are consistent with the CG zone district, and the site design is conditioned to encourage pedestrian connectivity between the proposed hotel and adjacent, correlated developments.
3. That the site is physically suitable for the type of development proposed.
 - The site is generally flat on well-draining soils, and proximate to major regional transportation routes.
4. The project is exempt from environmental review pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15332 as an Infill Development.
 - None of the exceptions to exemptions are applicable due to the physical nature of the site.
5. That the proposed development supports General Plan Guiding policy LU-G-11 “to foster strong, visually attractive regional commercial centers with a mix of tenants to serve both local and regional needs.”
6. That the proposed development implements General Plan Policy LU-I-22 to “promote and support the revitalization and infill development in existing retail shopping centers”.
7. That the project, as proposed, complies with all design standards of the Porterville Development Ordinance.
 - Building permit review will assure all such standards are met.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2025-002-C) subject to the following conditions:

1. The subject site is approximately 2.5± acres (108,900 square feet). The floor area of the hotel is 52,200 square feet, which results in a Floor Area Ratio (FAR) of 47.9%. A large undeveloped area is represented on the south portion of the site plan; any future development on that area would be limited to 2,250 square feet, as to not exceed the maximum FAR of 50%.
2. Unless an extension of time is granted by the City Council, the Conditional Use Permit shall expire two (2) years after the date of approval if the hotel is not active or actively pursued, pursuant to Section 601.08 of the Porterville Development Ordinance.
3. Upon approval of the conditional use permit, any future changes or additions in operation which substantially alters the conditions or nature of the subject business will require approval by the City Council.
4. Comply with all comments outlined in the PRC Comments provided for PRC 2025-002.
5. As a result of the small remainder of developable square footage, a parcel merger is required and shall be completed and recorded prior to issuance of a building permit.
6. The developer/applicant shall provide and maintain a pedestrian path of travel in the northeast portion of the project site to provide pedestrian connectivity from the hotel to the restaurant on the parcel to the east.
7. The vehicular driveway from Montgomery Avenue shall remain as configured on the site plan (Exhibit A), due to a one-foot limitation of vehicular access strip per Parcel Map 4593. A pedestrian path must be provided along the existing drive approach on neighboring property. The pedestrian path of travel shall be constructed to allow access from City sidewalk to onsite walks in a manner that is compliant with current accessibility standards.
8. Landscaping shall be provided in accordance with Sections 303 and 304.10(i) of the Development Code and Chapter 25, Article I, Division 6 of the Municipal Code. In particular, landscaping is required along all facades that face onto a customer parking lot; such facades shall have one or more landscape planters installed along a minimum twenty percent of the building face. The minimum width of the planter shall be three feet.
9. At all times, the facility shall be operated and maintained to comply with State Laws, the City of Porterville Zoning Ordinance, adopted Building Codes and all other applicable laws and ordinances.
10. Selling of alcohol is not permitted; if in the future the license holder seeks to pursue such associated activities, a modification to this permit would be required to be considered by the City Council.

11. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.

PASSED, APPROVED AND ADOPTED this 15th day of July, 2025.

Greg Meister, Mayor

ATTEST:
Rich Tree, Interim City Clerk

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

GENERAL NOTES:

- A. BLDG. LIMITATIONS, AREA REQUIREMENTS, & SETBACKS ARE TO CONFORM TO APPLICABLE CODES AS DETERMINED BY LOCAL JURISDICTION
- B. PROVIDE FIRE ACCESS LANE AS REQUIRED BY APPLICABLE CODES AS DETERMINED BY LOCAL JURISDICTION
- C. PROVIDED APPROPRIATE NUMBER OF CURB CUTS AND DRIVEWAY ACCESS WIDTHS TO SITE AS REQUIRED BY APPLICABLE CODES AS DETERMINED BY LOCAL JURISDICTION
- D. TYPICAL PARKING SPACE SIZES SHALL BE AS REQUIRED BY APPLICABLE CODES AS DETERMINED BY LOCAL JURISDICTION (BRAND STANDARDS REQUIRE 9'x16' MINIMUM)
- E. COORDINATE LIGHTING LOCATIONS WITH LANDSCAPE PLANTINGS - PROVIDE PHOTOMETRIC ANALYSIS AS REQ'D BY APPLICABLE CODES
- F. REFER TO BRAND'S SIGNAGE STANDARDS FOR ADDITIONAL INFORMATION AND PRECISE SIGNAGE REQUIREMENTS
- G. IRRIGATE ALL LANDSCAPED AREAS WITH AUTOMATIC UNDERGROUND SPRINKLER SYSTEM EXCEPT THOSE IMMEDIATELY ADJACENT TO EXTERIOR WALL OF THE HOTEL
- H. ALL AREAS NOT WITHIN PLANTING BEDS TO RECEIVE SOO OR OTHER APPROVED GROUND COVER
- I. ALL EQUIP. MUST BE SCREENED W/ LANDSCAPING OR OTHER MEANS
- J. ALL SITE DIMENSIONS ARE MINIMUM REQUIREMENTS. COMPLY WITH APPLICABLE CODES AS DETERMINED BY LOCAL JURISDICTION
- K. REFER TO COURTYARD BY MARIOTT STANDARDS MANUAL FOR ADDITIONAL REQUIREMENTS FOR LANDSCAPING, OUTBUILDINGS, PARKING, LIGHTING, CANOPY, OUTDOOR LIVING ROOM, AND EXTERIOR DINING AREA
- L. PROVIDE AN ACCESSIBLE MEANS OF TRAVEL TO SITE PROPERTY LINE THAT MEETS ALL ACCESSIBILITY REQUIREMENTS
- M. CATCH BASINS ARE TO BE PLACED SO AS NOT TO INTERFERE WITH DESIGNATED ACCESSIBLE ROUTES, THEIR CLEARANCES & MAX. SLOPES
- N. PARKING LOT STRIPES MUST BE WHITE, EXCEPT WHERE OTHER COLORS ARE REQUIRED FOR FIRE LANES & NO PARKING ZONES
- O. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION TRADES AND ENSURING THAT ALL FINISHED WORK COMPLIES WITH ALL FEDERAL AND STATE ACCESSIBILITY REQUIREMENTS INCLUDING BUT NOT LIMITED TO: SLOPE OF PATH OF TRAVEL, ETC.
- P. REFER TO CIVIL ENGINEERING DRAWINGS FOR HORIZONTAL CONTROL, DIMENSIONS SHOWN ON ARCHITECTURAL SITE PLAN INDICATES MIN. DISTANCE BETWEEN BUILDINGS OR ADJACENCIES
- Q. ALL OPEN NON-PAVED AREAS SHALL BE LANDSCAPED. (TYP.)
- R. ALL TRAFFIC CONTROL DEVICES AND GATES PROPOSED WITHIN THE PROJECT SHALL BE REVIEWED AND APPROVED BY THE FIRE DEPARTMENT PRIOR TO ISSUANCE OF BUILDING PERMITS
- S. THE CONSTRUCTION SITE SHALL BE WATERED FOR DUST CONTROL AS DIRECTED BY THE DEPARTMENT OF PUBLIC WORKS AND CITY REQUIREMENTS
- T. RESIDENTIAL STRUCTURES SHALL BE EQUIPPED WITH ELECTRICAL OUTLETS ON ALL FOUR SIDES OF THE STRUCTURE TO FACILITATE THE USE OF ELECTRIC LAWN AND GARDEN EQUIPMENT
- U. AISLES, PASSAGEWAYS AND RECESSES RELATED TO AND WITHIN THE BUILDING COMPLEX SHALL BE ILLUMINATED WITH AN INTENSITY OF AT LEAST 0.25 FOOT-CANDELS AT GROUND LEVEL 30 MINUTES BEFORE SUNSET & 30 MINUTES BEFORE SUNRISE
- V. ALL LIGHTING DEVICES SHALL BE PROTECTED BY WEATHER AND VANDAL RESISTANT COVERS
- W. LIGHTS SHALL BE OF AN ENERGY-EFFICIENT, INDIRECT DIFFUSED TYPE, & SHALL NOT EXCEED A HEIGHT GREATER THAN 25 FT. ABOVE FINISHED GRADE
- X. ALL EXTERIOR LIGHTING SHALL BE SHIELDED SO AS NOT TO PRODUCE OBTRUSIVE GLARE ONTO THE PUBLIC RIGHT-OF-WAY OR ADJOINING PARCELS
- Y. OPEN PARKING LOTS AND CARPORTS SHALL BE PROVIDED WITH A MAINTAINED MINIMUM OF ONE FOOT-CANDLE OF LIGHT ON THE ENTIRE PAVED AREA OF THE PARKING SURFACE 30 MINUTES BEFORE SUNSET & 30 MINUTES BEFORE SUNRISE
- Z. SEE CIVIL DRAWINGS FOR FIRE HYDRANT LOCATIONS
- AA. ANY SURVEY MONUMENTS WITHIN THE AREA OF CONSTRUCTION SHALL BE PRESERVED OR RESET BY A PERSON LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA
- AB. REPAIR ALL DAMAGED AND/OR OFF-SITE CONCRETE STREET IMPROVEMENTS AS DETERMINED BY THE CONSTRUCTION MANAGEMENT ENGINEER PRIOR TO OCCUPANCY. PEDESTRIAN PATHS OF TRAVEL MUST ALSO MEET CURRENT ADA STANDARDS. ALL EXISTING SIDEWALKS IN EXCESS OF 2% MAXIMUM CROSS SLOPE MUST BE BROUGHT INTO COMPLIANCE PRIOR TO ACCEPTANCE BY PUBLIC WORKS
- AC. 2 WORKING DAYS BEFORE COMMENCING EXCAVATION OPERATIONS WITHIN THE STREET RIGHT-OF-WAY AND/OR UTILITY EASEMENTS, ALL EXISTING UNDERGROUND FACILITIES SHALL HAVE BEEN LOCATED BY "UNDERGROUND SERVICES ALERT" (USA), CALL 1-800-662-2844
- AD. UNDERGROUND ALL EXISTING OFF-SITE OVERHEAD UTILITIES WITHIN THE LIMITS OF THIS SITE MAP AS PER LOCAL JURISDICTION REQUIREMENTS
- AE. REFER TO SITE ELECTRICAL PLAN FOR LIGHTING & POWER REQUIREMENTS
- AF. REFER TO CIVIL DRAWINGS FOR ALL DEMOLITION WORK INCLUDING REMOVAL OF BUILDINGS, FLATWORK, PAVED AREAS, AND UTILITIES
- AG. ALL ENTRANCES TO BUSINESSES ARE REQUIRED TO BE SERVED BY AN ACCESSIBLE PEDESTRIAN ROUTE BETWEEN THE PUBLIC WAY AND BUSINESS ENTRANCE, WHERE NO SUCH ROUTE IS PROVIDED, ONE MUST BE PROVIDED AS A CONDITION OF THE BUILDING PERMIT IN ORDER TO PROVIDE PEDESTRIAN ACCESS TO THE "AREA OF WORK". IF A PEDESTRIAN ROUTE FROM THE PUBLIC WAY, INTENDED TO SERVE THE PROPOSED BUSINESS, IS PROVIDED BUT DOES NOT FULLY COMPLY, IT MUST BE ALTERED TO COMPLY WITH THE CURRENT ACCESSIBILITY REQUIREMENTS PRIOR TO FINAL OCCUPANCY. ALL WORK OCCURRING IN THE PUBLIC WAY REQUIRES A SEPARATE ENCROACHMENT PERMIT TO BE OBTAINED THROUGH THE LOCAL JURISDICTION ENGINEERING DIVISION PRIOR TO COMMENCING WORK
- AH. PROVIDE ACCESSIBLE PARKING, WHERE NO SUCH PARKING IS PROVIDED, ALTERATIONS MUST OCCUR AS A CONDITION OF THE BUILDING PERMIT IN ORDER TO PROVIDE VEHICULAR ACCESS TO THE "AREA OF WORK", WHERE ACCESSIBLE PARKING, NEAREST THE BUSINESS ENTRANCE IS PROVIDED BUT DOES NOT FULLY COMPLY, IT MUST BE ALTERED TO COMPLY WITH CURRENT ACCESSIBILITY REQUIREMENTS PRIOR TO FINAL OCCUPANCY

EV PARKING CALCULATIONS					
HOTEL/MOTEL (>20 Hotel Rooms)					
(2022 California, Section 4.106.4.2)					
Total Dwelling Units	88				
Total Required Parking	90				
TOTAL NUMBER OF ACTUAL PARKING SPACES =	91				
NUMBER OF REQUIRED BY CALIFORNIA (EV) SPACES (10% per 4.106.4.2.2(1))	9	05.02	182 AMPS (1000V, 3W)	- North End	
NUMBER OF REQUIRED LEVEL 2 CHARGING (EV) SPACES (10% per 4.106.4.2.2(1))	9	32.76	361	- East End	
Total Level 2 (400 amp/240V) spaces	14	98.28	273 AMPS		
NUMBER OF REQUIRED BY CALIFORNIA (EV) SPACES (10% per 4.106.4.2.2(1))	23	87.4	243 AMPS (1000V, 3W)		
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REQUIRED LOW POWER (LEVEL 1) RECHARGING (EVN) (10% per 4.106.4.2.2(1))	23	87.4	243 AMPS (1000V, 3W)		
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CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Landscape and Lighting Maintenance Districts Annual Assessments

SOURCE: Parks and Leisure Services

COMMENT: The City has created seventy-seven (77) Landscape and Lighting Maintenance Districts (LLMD's) since 1989. The original District had seventeen (17) areas annexed for new developments, in addition to the original area. Since 1996, new Districts have been formed for each new development, representing Districts 2 through 57.

Annually, a process of evaluating maintenance needs and establishing an assessment for each LLMD must be followed. At its meeting on June 17, 2025, the City Council approved the annual preliminary Engineer's Report which indicates the proposed assessments for the 2025-2026 Fiscal Year. The assessments, once approved by the Council, are placed upon the tax bill of property owners as a special assessment, and collected by the County of Tulare. The assessment process must be filed with the County by August 11, 2025, in order to be placed upon the tax rolls.

The Engineer's Report provides the financial details of each District. District fund balances are reviewed on an annual basis to determine funding needs for maintenance, as well as determine assessment requirements. Based on this analysis, staff was able to determine that not all Districts will be assessed this fiscal year.

RECOMMENDATION: That the City Council:

1. Conduct a Public Hearing on the 2025-2026 assessments for the Landscape and Lighting Maintenance Districts to take comments or receive protests on the proposed assessments; and
2. Consider adopting the draft Resolution ordering the continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer's Report and Assessments for the 2025-2026 Fiscal Year.

ATTACHMENTS:

1. Draft Resolution
2. 2025-26 LLMD Engineer's Reports

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: Richard Tree, Interim City Manager

RESOLUTION NO. _____-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ORDERING THE CONTINUED MAINTENANCE OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICTS AND CONFIRMING THE ENGINEER'S REPORT AND ASSESSMENT FOR 2025-2026 FISCAL YEAR

WHEREAS, the City Council of the City of Porterville did on the 17th day of June, 2025, adopt its Resolution of Intention No. 56-2025 to order the therein described work in connection with the continuation of assessment procedures in Landscape and Lighting Maintenance Districts, which Resolution of Intention No. 56-2025 was duly and legally published in the time, form and manner as required by Law, shown by the Affidavit of Publication of said Resolution of Intention on file in the Office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in the proceeding and concerning the necessity for the contemplated work and the benefits to be derived there from, and said City Council having now acquired jurisdiction to order the proposed work;

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

SECTION 1. **IT IS HEREBY RESOLVED** by the City Council of the City of Porterville that the public interest and convenience require the continuation of assessment procedures for the districts, and said City Council hereby orders that the work and assessment, as set forth and described in said Resolution of Intention No. 56-2025 be done and made; and

SECTION 2. **BE IT FURTHER RESOLVED** that the report filed by the Engineer is hereby finally approved; and

SECTION 3. **BE IT FURTHER RESOLVED** that the assessments for fiscal year 2025-2026 and method of assessment in the Engineer's Report are hereby approved; and

SECTION 4. **BE IT FINALLY RESOLVED** that the assessments are in compliance with California Code, that they are without regard to property valuation, and in compliance with Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highway Code allowing the placement of the charge on the tax roll for collection.

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PASSED, APPROVED AND ADOPTED this 15th day of July, 2025.

Greg Meister, Mayor

ATTEST:

Richard Tree, Interim City Clerk

By: _____

Fernando Gabriel-Moraga,
Chief Deputy City Clerk

RESOLUTION NO.: ____-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2025-2026 IN LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS; DECLARING THE WORK TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREAS WITHIN THE LANDSCAPE MAINTENANCE DISTRICTS TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID DISTRICT AS LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

The City Council of the City of Porterville, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

DESCRIPTION OF WORK

SECTION 1. That the public interest and convenience requires it is the intention of the City Council of the City of Porterville, California, to order the following work be done, to wit:

1. Maintenance and servicing of facilities and landscaping as authorized by Section 22525 of the Streets and Highways Code.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

LOCATION OF WORK

SECTION 2. The foregoing described work is to be located within the following areas:

1. Right-of-way and easement along the Westwood Street frontage of Unit I and II of Westwood Estates, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 1."
2. Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; south perimeter west of fire access road, west perimeter including the parcel on which the water tank is located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 2 Landscape and Lighting District No. 1."

3. Porter Creek Avenue right-of-way to the center line of the Porter Slough, median entry, 15' landscape area between Porter Creek Subdivision block wall to Westwood Street, the pedestrian access bridge over Porter Slough and all of the maintenance area to the center line of Porter Slough, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 3 to Landscape and Lighting Maintenance District No. 1."
4. La Vida Park Subdivision green belt includes street lighting and landscaping east on Plum Way Street and the entries east along Beverly Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 4 to Landscape and Lighting Maintenance District No. 1."
5. Westwood Estates #4 Subdivision, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 5 to Landscape and Lighting Maintenance District No. 1."
6. Northpointe includes Subdivision lighting located south of Westfield Avenue and east of Matthew Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 6 to LLMD No. 1."
7. Westview Subdivision includes street lighting and landscaping on the east side of Cobb Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 10 to Landscape and Lighting Maintenance District No. 1."
8. New Horizons Phase One Subdivision includes lighting, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 11 to Landscape and Lighting Maintenance District No. 1."
9. Sunrise Estates 6 Unit One Subdivision includes lighting, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 12 to Landscape and Lighting Maintenance District No. 1."
10. Wisconsin Manor I Subdivision includes landscape and lighting maintenance, more particularly described on maps, which are on file in the City Clerk's office entitled "Annexation No. 14 to Landscape and Lighting District No. 1."
11. New Horizons Phase Two Subdivision includes lighting located on the corner of Indiana Street and Springville Avenue, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 16 to Landscape and Lighting Maintenance District No. 1."
12. Castle Woods Phase 1 Subdivision includes landscape and lighting maintenance more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 19 to Landscape and Lighting District No. 1."

13. North Creek Estates located on Westwood north of Westfield, includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 2.
14. New Expressions Phase One Subdivision includes lighting only located along Indiana Street between Springville Avenue and Cleo Avenue, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 3.
15. River Springs Phase I Subdivision located along Newcomb Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 4.
16. Castle Woods Phase II Subdivision located on Castle Avenue, Salisbury Street, and Median Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 5.
17. Creekview Estates Subdivision located between Porter Creek Avenue and the property line in Porter Slough includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 6.
18. Ford Estates located on the corner of Roby and Westwood Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 7.
19. River Breeze Subdivision located on Newcomb Street, Patsy Street and Springs Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's Office entitled District No. 8.
20. Westwood Estates Unit 5, Phase 2, located along Henderson Avenue and Brandy Way includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 12.
21. River Ranch Phase 3 located along Newcomb Street, Lloyd Avenue and Patsy Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 13.
22. River Springs Phase 2 Subdivision located on River Avenue, Beverly Street, Date Avenue and River Springs Drive includes lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 14.
23. Meadowood, Phase 1 Subdivision located on Newcomb Street, Cheryl Avenue and York Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 15.
24. New Expressions Phase Two Subdivision, located on Lybarger Avenue Cul de Sac at the entry to the Tule River Parkway Trail includes landscape and lighting maintenance

and more particularly described on maps which are on file in the City Clerk's office entitled District No. 16.

25. Orchard Ridge Phase Six Subdivision located north of Westfield Avenue between Michael Street and Lombardi Street on Julieann Avenue and Michael Street includes lighting and more particularly described on maps which are on file in the City Clerk's office entitled District No. 17.
26. Williams Ranch, Phase One located south of Westfield Avenue on Silver Maple Street, Wall Court and San Lucia Court includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 19.
27. West View Place located on Median Avenue includes lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 20.
28. Meadowood Phase 2 Subdivision located on Newcomb Street, Pioneer Avenue, Julieann Avenue, Greenfield Street, York Street and Birch Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 22.
29. Riverview Estates Phase Three Subdivision located on Roby Avenue, Belmont Street, Orange Avenue and Parkwest Street includes lighting maintenance and more particularly described on maps which are on maps which are on file in the City Clerk's office entitled District No. 23.
30. Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue, and Santa Maria Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 24.
31. Casas Del Rio Subdivision located on Date Street, Casas Del Rio Avenue, Presidio Avenue, Rio Bonito Street, Alamo Court, Camellia Street, Tule Court and Rio Vista Avenue includes landscape and recreation area maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 25.
32. New Expressions Phase 3 Subdivision located on Springville Avenue, Cleo Avenue and McIntire Avenue along Wisconsin Street includes landscape and recreation area maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 27.
33. District No. 30 = Right-of-way, easements, and public lands within Sierra Meadows, Phase One Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 30.

34. Right-of-way, easements, and public lands within Williams Ranch, Phase 2 and 3 Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 31.
35. Sunrise Villa, Phase One Subdivision located at Cottage Street and Mulberry Avenue, more particularly described on maps which are on file in the City Clerk's office entitled District No. 32.
36. Right-of-way, easements, and public lands within New Expressions, Phase Four Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 33
37. Right-of-way, easements, and public lands within Meadow Breeze, Phase Two Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 34.
38. Right-of-way, easements, and public lands within Meadow Breeze, Phase One Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 35.
39. District No. 37 = Right-of-way, easements, and public lands within Riverview Estates, Phase Four Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 37.
40. Right-of-way, easements, and public lands within Ranch Victoria, Phase One Subdivision located on the north side of Putnam Avenue and east of Mathew Street, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 38.
41. District No. 39 = Right-of-way, easements, and public lands within Williams Ranch Phase 4 Subdivision, including Theta Avenue, Bel-Aire Court, Terry Court, Silver Maple Street and Red Oak Street, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 39.
42. Right-of-way, easements, and public lands within Amalene Estates Subdivision located on Westwood between the Tule River and Olive Avenue, including Vine Avenue, Clare Avenue, Clare Court, and Dogwood Street, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 40.
43. District No. 43 = Sierra Meadows Phase Two Subdivision located on Jaye Street and Gibbons Avenue and including Stacie, Yates, and Melinda Avenues and Nesa Oak and Pearson Streets
44. District No. 46 = Moorea Manor Subdivision located along Newcomb and includes San Lucia Lane.

45. District No. 47 = Chelsea Glen Subdivision located along Shelly Lane, Kimberly Place within the subdivision, along with two on N Newcomb St.
46. District No. 53 = Right-of-way and easement along the Westwood Street frontage of Lots 1 and 17, as well as right-of-way along Bel Aire Court on Trooper Terrace, more particularly described on maps which are on file in the City Clerk's office entitled landscape and lighting maintenance District No. 53.
47. Windsor Court Cambria Subdivision located on the northwest corner of Henderson Avenue and Elderwood Street includes landscape and lighting maintenance, more particularly described on maps which are on file in the City Clerk's office entitled landscape and lighting maintenance District No. 54.

Reference is hereby made to said maps for further, full and more particular description of said assessment district, and the same maps so on file shall govern for all details as to the extent of said assessment district.

DESCRIPTION OF ASSESSMENT DISTRICT

SECTION 3. That the contemplated work, in the opinion of said City Council, is to be of more than local or ordinary public benefit, and the said City Council hereby makes the expense of the said work chargeable upon a district, which said district is described as follows:

1. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 26-89, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
2. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 2 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 42-92, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
3. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 3 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 69-93, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

4. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 4 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 100-93, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
5. Westwood Park Estates #4, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 5 to Landscape and Lighting Maintenance District No. 1".
6. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 6 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 54-94 indication by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
7. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 10 to Landscape and Lighting Maintenance District No. 1." heretofore approved by the City Council of said City by Resolution No. 46-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
8. All that certain territory of the City Of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 11 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 79-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
9. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of "Annexation No. 12 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 80-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
10. All that certain territory of the City of Porterville, included within the exterior boundary

shown upon that certain "Map of Annexation No. 14 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 24-96, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

11. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Annexation No. 16 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 33-96 indicating by said boundary line the extent of the territory included within the district and which map is on file in the office of the City Clerk of said City.
12. All that certain territory of the City Of Porterville, included within the exterior boundary shown upon that certain "Map of Annexation No. 19 to Landscape and Lighting Maintenance District No. I heretofore approved by the City Council of said City by Resolution No. 56-96 indication by said boundary line the extent of the territory included within the district and which map is on file in the office of the City Clerk of said City.
13. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting District No. 2" heretofore approved by the City Council of said City by Resolution No. 126-98 indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the office of the City Clerk of said City.
14. All that certain "Map of Landscape and Lighting District No. 3" heretofore approved by the City Council of said City by Resolution No. 127-98 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
15. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 4" heretofore approved by the City Council of said City by Resolution No. 128-98 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
16. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 5," heretofore approved by the City Council of said City by Resolution No. 29-2002, indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
17. All that certain "Map of Landscape and Lighting District No. 6" heretofore approved by the City Council of said City by Resolution No.89-99 indicating by said boundary line

the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

18. All that certain "Map of Landscape and Lighting District No. 7" heretofore approved by the City Council of said City by Resolution No.67-99 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
19. All that certain "Map of Landscape and Lighting District No. 8" heretofore approved by the City Council of said City by Resolution No.120-99 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
20. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 12," heretofore approved by the City Council of said City by Resolution No. 65-2000, indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
21. All that certain "Map of Landscape and Lighting District No 13" heretofore approved by the City Council of said City by Resolution No. 133-2000 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
22. All that certain "Map of Landscape and Lighting District No. 14" heretofore approved by the City Council of said City by Resolution No. 166-2000 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
23. All that certain "Map of Landscape and Lighting District No. 15" heretofore approved by the City Council of said City by Resolution No. 55-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
24. All that certain "Map of Landscape and Lighting District No. 16" heretofore approved by the City Council of said City by Resolution No. 91-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
25. All that certain "Map of Landscape and Lighting District No. 17" heretofore approved by the City Council of said City by Resolution No. 114-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

26. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 19," heretofore approved by the City Council of said City by Resolution No. 23-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
27. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 20," heretofore approved by the City Council of said City by Resolution No. 30-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
28. All that certain "Map of Landscape and Lighting District No. 22" heretofore approved by the City Council of said City by Resolution No. 93-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
29. All that certain "Map of Landscape and Lighting District No. 23" heretofore approved by the City Council of said City by Resolution No. 94-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
30. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 24," heretofore approved by the City Council of said City by Resolution No. 191-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
31. All that certain "Map of Landscape and Lighting District No. 25" heretofore approved by the City Council of said City by Resolution No. 58-2003 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
32. All that certain "Map of Landscape and Lighting District No. 27" heretofore approved by the City Council of said City by Resolution No. 60-2004 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
33. All that certain territory of the City of Porterville included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 30," heretofore approved by the City Council of said City by Resolution No. 52-2003 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

34. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 31," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
35. All that certain "Map of Landscape and Lighting District No. 32" heretofore approved by the City Council of said City by Resolution No. 52-2006 and Resolution No. indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
36. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 33," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
37. All that certain "Map of Landscape and Lighting District No. 34" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
38. All that certain territory of the City of Porterville, included within the exterior boundary Shown upon that certain "Map of Landscape and Lighting District No. 35," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk.
39. All that certain "Map of Landscape and Lighting District No. 37" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
40. All that certain "Map of Landscape and Lighting District No. 38" heretofore approved by the City Council of said City by Resolution No. 38-2007 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
41. All that certain "Map of Landscape and Lighting District No. 39" heretofore approved by the City Council of said City by Resolution No. 38-2007 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
42. All that certain territory of the City of Porterville, included within the exterior boundary

shown upon that certain "Map of Landscape and Lighting District No. 40," heretofore approved by the City Council of said City by Resolution No. 37-2008 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

43. All that certain "Map of Landscape and Lighting District No. 43" heretofore approved by the City Council of said City by Resolution No. 37-2008 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
44. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 46" heretofore approved by the City Council of said City by Resolution No.91-2009 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
45. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 47" heretofore approved by the City Council of said City by Resolution No. 46-2020 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
46. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 53" heretofore approved by the City Council of said City by Resolution No. 51-2020 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
47. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 54" heretofore approved by the City Council of said City by Resolution No. 64-2020 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

SECTION 4. The City Council of said City has ordered preparation of the annual report of the Engineer of Work, which report indicates the amount of the proposed assessment, the district boundary, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report, Landscape and Lighting Maintenance Districts 2025-2026 Fiscal Year" will be filed in the Office of the City Clerk of said City, and prepared for the 2025-2026 Fiscal Year in accordance with the Landscaping and Lighting Act of 1972. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

COLLECTION OF ASSESSMENTS

SECTION 5. The assessment shall be collected at the time and in the same manner as County taxes are collected.

TIME AND PLACE OF HEARING

SECTION 6. Notice is hereby given that on the 15th day of July 2025, at the hour of 6:30 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers at 291 North Main Street, in the City of Porterville, any and all persons having any objections to the work or extent of the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

LANDSCAPING AND LIGHTING ACT OF 1972

SECTION 7. All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated The Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

PUBLICATION OF RESOLUTION OF INTENTION

SECTION 8. Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of the Notice of Hearing shall be completed at least 10 days prior to the date of hearing.

CERTIFICATION

SECTION 9. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 17th day of June, 2025.

Greg Meister, Mayor

ATTEST:
Richard Tree, Interim City Clerk

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

Annexation No. 2 - Jasmine Ranch
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 7,649.09

Maintenance:	22,100	sq.ft. of landscaping area
Project Management:	22	lots, plus remainder parcel
Fund Balance:	\$2,375.33	

Maintenance:							
1. Landscape	22,100	sq.ft.	@	\$ 0.190	=	\$ 4,199.00	
2. Utilities	22,100	sq.ft.	@	\$ 0.150	=	\$ 3,315.00	
3. Repair/Maintenance	22,100	sq.ft.	@	\$ 0.100	=	\$ 2,210.00	
4. Tree Maintenance	22,100	sq.ft.	@	\$ 0.005	=	\$ 110.50	
5. Printing/Postage	22,100	sq.ft.	@	\$ 0.004	=	\$ 77.35	
				\$ 0.449	=	\$ 9,911.85	

Maintenance	22,100	sq.ft.	x	\$ 0.449	=	\$ 9,911.85
Administrative Fee	\$ 9,911.85		x	\$ 0.10		\$ 991.19
County Fee	22		x	\$1.00/lot		\$ 22.00
Reserves 15% of total cost of maintenance						\$ 1,486.78
Eliminate deficit fund balance over 10 years - 10% of fund deficit						\$ 12,411.81

FORMULA FOR ASSESSMENT

$A = \text{Assessment per lot} = \frac{\text{Total Assessment} - F}{L}$
 L = Number of lots
 F = Assessment for remainder parcel

The 2024/2025 assessment will be spread based upon the above formula. There are 22 lots in Unit One. The 47.89 acre remainder parcel is included on the final subdivision map and will be assessed 20% of the total estimated cost for landscaping maintenance until it is developed at which time it will be combined with the other completed units and assessed fully.

Estimated Assessment $F = \$12,411.81 \times .20 = \$2,482.36$ for remainder
 $A = (\$12,411.81 - \$2,482.36) / 22 = \$451.33$ per lot in Unit One

2024/2025 Assessment $F = \$8,000$ (max assessment) $\times .20 = \$1,600.00$ for remainder
 $A = (\$8,000 - \$1,600) / 22 = \$290.90$ per lot in Unit One

2025/2026 Assessment $F = \$12,411.81 \times .20 = \$2,482.36$ for remainder
 $A = (\$12,411.81 - \$2,482.36) / 22 = \$451.33$ per lot in Unit One

Annexation No. 4 - La Vida Park Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 6,081.23

Maintenance:	3,790	sq. ft. of landscaping area, 437 feet of wall
Project Management:	17	lots
Fund Balance:	\$ (2,697.00)	

Maintenance:						
1. Landscape	3,790	sq.ft.	@	\$ 0.450	=	\$ 1,705.50
2. Utilities	3,790	sq.ft.	@	\$ 0.400	=	\$ 1,516.00
3. Repair/Maintenance	3,790	sq.ft.	@	\$ 0.150	=	\$ 568.50
4. Tree Maintenance	3,790	sq.ft.	@	\$ 0.100	=	\$ 379.00
5. Printing/Postage	3,790	sq.ft.	@	\$ 0.020	=	\$ 75.80
				<u>\$ 1.120</u>	=	<u>\$ 4,244.80</u>

Maintenance	3,790	sq.ft.	x	\$ 1.120	=	\$ 4,244.80
Administrative Fee	\$ 4,244.80		x	\$ 0.10	=	\$ 424.48
County Fee	17		x	\$1.00/per lot	=	\$ 17.00
Reserves 15% of total cost of maintenance					=	\$ 636.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 269.70
						<u>\$ 5,592.70</u>

Estimated Cost Per Year	<u>\$ 5,592.70</u>	=	\$ 328.98
	17		

2024/2025 Assessment	<u>\$ 2,469.42</u>	=	\$ 145.26
	17		

2025/2026 Assessment	<u>\$ 6,172.45</u>	=	\$ 363.09
	17		

Annexation No. 6 - Northpointe Subdivision
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 919.92

Maintenance:	Lighting:	6 ea. @ 5,800 lumens
		11 ea. @ 9,500 lumens
		2 ea. @ 16,000 lumens
Project Management:	81	lots
Fund Balance:	\$793.67	

1. Utilities	6 @ 5,800 lumens	x	\$	104.16	=	\$ 624.96
	11 @ 9,500 lumens	x	\$	125.16	=	\$ 1,376.76
2. Printing/Postage	1 @	\$		75.00	=	\$ 300.00
						\$ 2,301.72

Maintenance	\$2,301.72	x		1	=	\$ 2,301.72
Administrative Fee	\$2,076.72	x	\$	0.10	=	\$ 207.67
County Fee	81	x	\$1.00/per lot		=	\$ 81.00
Reserves 15% of total cost of maintenance						\$ 345.26
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$ -
						\$ 2,935.65

Estimated Cost Per Year	\$	<u>2,935.65</u>	=	\$	36.24
		81			

2024/2025 Assessment	\$	<u>1,045.80</u>	=	\$	12.90
		81			

2025/2026 Assessment	\$	<u>933.72</u>	=	\$	11.52
		81			

Annexation No. 10 - Westview Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 4,396.30
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Maintenance:	1,307	sq. ft. of landscaping area
Lighting	4	ea. @ 5,800 lumens
Project Management:	16	lots
Fund Balance:	\$ (1,534.01)	

Maintenance:					
1. Landscape	1,307	sq.ft.	@ \$	0.600	= \$ 784.20
2. Utilities	1,307	sq.ft.	@ \$	0.400	= \$ 522.80
3. Repair/Maintenance	1,307	sq.ft.	@ \$	0.300	= \$ 392.10
4. Printing/Postage	1,307	sq.ft.	@ \$	0.058	= \$ 75.81
				\$ 1.358	= \$ 1,774.91

Maintenance	1,307	sq.ft.	x \$	1.358	= \$ 1,774.91
Administrative Fee	\$ 1,774.91		x \$	0.10	= \$ 177.49
County Fee	16		x \$1.00/per lot		= \$ 16.00
Reserves 15% of total cost of maintenance					= \$ 266.24
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					= \$ 153.40
					\$ 2,388.04

Estimated Cost Per Year	\$ 2,388.04		=	\$ 149.25
	16			

2024/2025 Assessment	\$ 1,824.30		=	\$ 114.02
	16			

2025/2026 Assessment	\$ 4,462.24		=	\$ 278.89
	16			

Annexation No. 11 - New Horizons Phase 1 Subdivision
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 941.33

Maintenance:		Lighting:	6 ea. @ 5,800 lumens
			11 ea. @ 9,500 lumens
			2 ea. @ 16,000 lumens
Project Management:		62	lots
Fund Balance:	\$	(1,120.60)	

1. Utilities	6 @ 5,800 lumens	x	\$	104.16	=	\$ 624.96
	11 @ 9,500 lumens	x	\$	125.16	=	\$ 1,376.76
	2 @ 16,000 lumens	x	\$	163.68	=	\$ 327.36
2. Printing/Postage	1 @	\$		75.000	=	\$ 75.00
						\$ 2,404.08

Maintenance	\$	2,404.08	x	1	=	\$ 2,404.08
Administrative Fee	\$	2,404.08	x	\$ 0.10	=	\$ 240.41
County Fee		62	x	\$1.00/per lot	=	\$ 62.00
Reserves 15% of total cost of maintenance					=	\$ 360.61
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 112.06
						\$ 3,179.16

Estimated Cost Per Year	\$	<u>3,179.16</u>	=	\$	51.28
		62			

2024/2025 Assessment	\$	<u>1,045.80</u>	=	\$	16.60
		62			

2025/2026 Assessment	\$	<u>955.45</u>	=	\$	15.41
		62			

Annexation No. 12 - Sunrise Estates Phase 6 Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 405.72
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Maintenance:	2,840	sq. ft. of landscaping area
Lighting:	7	ea. @ 5,800 lumens
Project Management:	32	lots
Fund Balance:	\$0.00	

Maintenance:							
1. Landscape	2,840	sq.ft	@	\$ 0.019	=	\$ 53.96	
2. Graffiti Maintenance	2,840	sq.ft	@	\$ 0.090	=	\$ 255.60	
3. Tree Maintenance	2,840	sq.ft	@	\$ 0.150	=	\$ 426.00	
4. Postage	2,840	sq.ft	@	\$ 0.020	=	\$ 56.80	
5. Utilities	2,840	sq.ft	@	\$ 0.250	=	\$ 710.00	
6. Printing	2,840	sq.ft	@	\$ 0.020	=	\$ 56.80	
7. Repair/Maintenance	2,840	sq.ft	@	\$ 0.030	=	\$ 85.20	
				<u>\$ 0.579</u>	=	<u>\$ 1,644.36</u>	

Maintenance	2,840	sq.ft.	x	\$ 0.579	=	\$ 1,644.36
Administrative Fee	\$ 1,644.36		x	\$ 0.100	=	\$ 164.44
County Fee	32		x	\$1.00/per lot	=	\$ 32.00
Reserves 15% of total cost of maintenance					=	\$ 246.65
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 2,087.45</u>

Estimated Cost Per Year	<u>\$ 2,087.45</u>	=	\$ 65.23
	32		

2024/2025 Assessment	<u>\$0.00</u>	=	\$0.00
	32		

2025/2026 Assessment	<u>\$ 411.81</u>	=	\$ 12.87
	32		

Annexation No. 14 - Wisconsin Manor 1 Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 834.90

Maintenance:	3,030	sq. ft. of landscaping area
Lighting:	3	ea. @ 5,800 lumens
Project Management:	8	lots
Fund Balance:	\$ (642.94)	

Maintenance:						
1. Landscape	3,030	sq.ft.	@	\$ 0.050	=	\$ 151.50
2. Utilities	3,030	sq.ft.	@	\$ 0.130	=	\$ 393.90
3. Repair/Maintenance	3,030	sq.ft.	@	\$ 0.030	=	\$ 90.90
4. Printing/Postage	3,030	sq.ft.	@	\$ 0.025		\$ 75.75
				<u>\$ 0.235</u>	=	<u>\$ 712.05</u>

Maintenance	3,030	sq.ft.	x	\$ 0.235	=	\$ 712.05
Administrative Fee	\$ 712.05		x	\$ 0.10	=	\$ 71.21
County Fee	8		x	\$1.00/per lot	=	\$ 8.00
Reserves 15% of total cost of maintenance					=	\$ 106.81
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 64.29
						<u>\$ 962.36</u>

Estimated Cost Per Year	<u>\$ 962.36</u>	=	\$ 120.29
	8		

2024/2025 Assessment	<u>\$ 1,824.69</u>	=	\$ 228.09
	8		

2025/2026 Assessment	<u>\$ 1,824.69</u>	=	\$ 228.09
	8		

Annexation No. 16 - New Horizon's Phase Two Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 785.44

Maintenance:	Lighting:	8	each @ 5,800 lumens
Project Management:		81	lots
Fund Balance:	\$	519.24	

1. Utilities	8	ea. @	\$	52.08	=	\$	416.64
2. Printing/Copying	81	@	\$	1.00	=	\$	81.00
						<u>\$</u>	<u>497.64</u>

Maintenance	\$	497.64	x	1	=	\$	497.64
Administrative Fee	\$	497.64	x	\$ 0.10	=	\$	49.76
County Fee		81	x	\$1.00/per lot	=	\$	81.00
Reserves 15% of total cost of maintenance					=	\$	74.65
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$	-
						<u>\$</u>	<u>703.05</u>

Estimated Cost Per Year	<u>\$</u>	<u>703.05</u>	=	\$	8.68
		81			

2024/2025 Assessment	<u>\$</u>	<u>703.05</u>	=	\$	8.68
		81			

2025/2026 Assessment	<u>\$</u>	<u>813.22</u>	=	\$	10.04
		81			

Annexation No. 19 - Castle Woods Phase 1 Subdivision Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024

\$515.38

Maintenance:	Lighting:	9 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	30	lots
Fund Balance:	\$	97.01

1. Utilities	9 @ 5,800 lumens	x \$	104.160	=	\$ 937.44
	1 @ 16,000 lumens	x \$	327.36	=	\$ 327.36
2. Printing/Postage	1 @	\$	75.00	=	\$ 75.00
					<u>\$ 1,339.80</u>

Maintenance	\$	1,339.80	x	1	=	\$ 1,339.80
Administrative Fee	\$	1,339.80	x \$	0.10	=	\$ 133.98
County Fee		30	x	\$1.00/per lot	=	\$ 30.00
Reserves 15% of total cost of maintenance					=	\$ 200.97
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 1,704.75</u>

Estimated Cost Per Year	\$	<u>1,704.75</u>	=	\$	56.83
		30			

2024/2025 Assessment	\$	<u>919.20</u>	=	\$	30.64
		30			

2025/2026 Assessment	\$	<u>919.20</u>	=	\$	30.64
		30			

District No. 3 - New Expressions Phase 1 Subdivision Fiscal Year 2025/2026
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<i>Actual Accumulated Costs 2023/2024</i>	\$ 506.54
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Maintenance: lighting:	10 ea. @ 5,800 lumens each
Project Management:	56 lots
Fund Balance:	\$ 393.42

1. Utilities	10 ea. @ \$ 30.21	= \$ 302.10
2. Printing/Copying	1 @ \$ 50.00	= \$ 50.00
		<u>\$ 352.10</u>

Maintenance	\$ 352.10	x 1	= \$ 352.10
Administrative Fee	\$ 352.10	x \$ 0.10	= \$ 35.21
County Fee	56	x \$1.00/per lot	= \$ 56.00
Reserves 15% of total cost of maintenance			= \$ 52.82
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			= \$ -
			<u>\$ 496.13</u>

Estimated Cost Per Year	<u>\$ 496.13</u>	= \$ 8.86
	56	

2024/2025 Assessment	<u>\$ 496.13</u>	= \$ 8.86
	56	

2025/2026 Assessment	<u>\$ 561.14</u>	= \$ 10.02
	56	

District No. 4 - River Springs Phase 1 Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 5,761.31

Maintenance: 2,100 sq.ft. of landscaping area
 Project Management: 50 lots
 Fund Balance: \$ (3,312.30)

Maintenance:						
1. Landscape	2,100	sq.ft.	@	\$ 0.980	=	\$ 2,058.00
2. Utilities	2,100	sq.ft.	@	\$ 0.380	=	\$ 798.00
3. Repair/Maintenance	2,100	sq.ft.	@	\$ 0.030	=	\$ 63.00
4. Printing/Postage	2,100	sq.ft.	@	\$ 0.036	=	\$ 75.39
				<u>\$ 1.426</u>	=	<u>\$ 2,994.39</u>

Maintenance	2,100	sq.ft.	x	\$ 1.426	=	\$ 2,994.39
Administrative Fee	\$ 2,994.39		x	\$ 0.10	=	\$ 299.44
County Fee	50		x	\$1.00/per lot	=	\$ 50.00
Reserves 15% of total cost of maintenance					=	\$ 449.16
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 331.23
						<u>\$ 4,124.22</u>

Estimated Cost Per Year	\$ <u>4,124.22</u>	=	\$ 82.48
	50		

2024/2025 Assessment	\$ <u>3,134.58</u>	=	\$ 62.69
	50		

2025/2026 Assessment	\$ <u>5,847.73</u>	=	\$ 116.95
	50		

District No. 5 - Castle Woods Phase 2 Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 2,112.59
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Maintenance:	1,715	sq.ft. of landscaping area
Lighting:	8	ea. @ 5,800 lumens
Project Management:	25	lots
Fund Balance:	\$ (12,566.46)	

Maintenance:						
1. Landscape	1,715	sq.ft.	@	\$ 0.400	=	\$ 686.00
2. Utilities	1,715	sq.ft.	@	\$ 0.300	=	\$ 514.50
3. Repair/Maintenance	1,715	sq.ft.	@	\$ 0.030	=	\$ 51.45
4. Printing/Postage	1,715	sq.ft.	@	\$ 0.044	=	\$ 75.46
				<u>\$ 0.774</u>	=	<u>\$ 1,327.41</u>

Maintenance	1,715	sq.ft.	x	\$ 0.774	=	\$ 1,327.41
Administrative Fee	\$ 1,327.41		x	\$ 0.10	=	\$ 132.74
County Fee	25		x	\$1.00/per lot	=	\$ 25.00
Reserves 15% of total cost of maintenance					=	\$ 199.11
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 1,256.65
						<u>\$ 2,940.91</u>

Estimated Cost Per Year	<u>\$ 2,940.91</u>	=	\$ 117.64
	25		

2024/2025 Assessment	<u>\$ 1,021.48</u>	=	\$ 40.86
	25		

2025/2026 Assessment	<u>\$ 2,144.28</u>	=	\$ 85.77
	25		

District No. 7 - Ford Estates Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024

\$ 4,496.31

Maintenance:	1,365	sq.ft. of landscaping area
Lighting:	5	4 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	20	lots
Fund Balance:	\$ (613.62)	

Maintenance:							
1. Landscape	1,365	sq.ft.	@	\$ 1.150	=	\$ 1,569.75	
2. Utilities	1,365	sq.ft.	@	\$ 0.500	=	\$ 682.50	
3. Repair/Maintenance	1,365	sq.ft.	@	\$ 0.130	=	\$ 177.45	
4. Printing/Postage	1,365	sq.ft.	@	\$ 0.055	=	\$ 75.08	
				\$ 1.835	=	\$ 2,504.78	

Maintenance	1,365	sq.ft.	x	\$ 1.835	=	\$ 2,504.78
Administrative Fee	\$ 2,504.78		x	\$ 0.10	=	\$ 250.48
County Fee	20		x	\$1.00/per lot	=	\$ 20.00
Reserves 15% of total cost of maintenance					=	\$ 375.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 61.36
						<u>\$ 3,212.33</u>

Estimated Cost Per Year	<u>\$ 3,212.33</u>	=	\$ 160.62
	20		
2024/2025 Assessment	<u>\$ 2,857.88</u>	=	\$ 142.89
	20		
2025/2026 Assessment	<u>\$ 4,563.75</u>	=	\$ 228.19
	20		

District No. 8 - River Breeze Subdivision Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024 \$ 3,799.00

Maintenance:	1,000	sq.ft. of landscaping area
		25,600 sq.ft. of fire break
Lighting:	9	8 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	37	lots
Fund Balance:	\$ 643.63	

Maintenance:							
1. Landscape	1,000	sq.ft.	@	\$ 2.000	=	\$ 2,000.00	
2. Utilities	1,000	sq.ft.	@	\$ 0.750	=	\$ 750.00	
3. Repair/Maintenance	1,000	sq.ft.	@	\$ 0.030	=	\$ 30.00	
4. Tree Maintenance	1,000	sq.ft.	@	\$ 0.450	=	\$ 450.00	
5. Printing/Postage	1,000	sq.ft.	@	\$ 0.075	=	\$ 75.00	
				<u>\$ 3.305</u>	=	<u>\$ 3,305.00</u>	

Maintenance	1,000	sq.ft.	x	\$ 3.305	=	\$ 3,305.00
Administrative Fee	\$3,305.00		x	\$ 0.10	=	\$ 330.50
County Fee	37		x	\$1.00/per lot	=	\$ 37.00
Reserves 15% of total cost of maintenance					=	\$ 495.75
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 4,168.25</u>

Estimated Cost Per Year	<u>\$ 4,168.25</u>	=	\$ 112.66
	37		

2024/2025 Assessment	<u>\$ 3,726.17</u>	=	\$ 100.70
	37		

2025/2026 Assessment	<u>\$ 3,855.99</u>	=	\$ 104.21
	37		

District No. 13 - River Ranch Phase 3 Subdivision Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024	\$	1,914.07
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Maintenance:	1,000	sq. ft. of landscaping area	
Lighting:	7	ea. @ 5,800 lumens	
	1	ea. @ 16,000 lumens	
Project Management:	35	lots	
Fund Balance:	\$0.00		

Maintenance:									
1. Landscape	1,000	sq.ft	@	\$ 0.210	=	\$ 210.00			
2. Graffiti Maintenance	1,000	sq.ft	@	\$ 0.090	=	\$ 90.00			
3. Tree Maintenance	1,000	sq.ft	@	\$ 0.120	=	\$ 120.00			
4. Postage	1,000	sq.ft	@	\$ 0.075	=	\$ 75.00			
5. Utilities	1,000	sq.ft	@	\$ 1.140	=	\$ 1,140.00			
6. Printing	1,000	sq.ft	@	\$ 0.020	=	\$ 20.00			
				\$ 1.655	=	\$ 1,655.00			

Maintenance	1,000	sq.ft.	x	\$ 1.655	=	\$ 1,655.00	
Administrative Fee	\$ 1,655.00		x	\$ 0.100	=	\$ 165.50	
County Fee	35		x	\$1.00/per lot	=	\$ 35.00	
Reserves 15% of total cost of maintenance					=	\$ 248.25	
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -	
						\$ 2,103.75	

Estimated Cost Per Year	\$ 2,103.75		=	\$	60.11
	35				

2024/2025 Assessment	\$0.00		=	\$	\$0.00
	35				

2025/2026 Assessment	\$ 2,103.75		=	\$	60.11
	35				

District No. 14 - River Springs Phase 2 Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 493.02

Maintenance:	Lighting:	11 ea. @ 5,800 lumens
Project Management:	50	lots
Fund Balance:	\$0.00	

1. Utilities	11 @ 5,800 lumens	x \$	31.40	=	\$ 345.40
2. Printing/Postage	1 @	\$	75.000	=	\$ 75.00
					<u>\$ 420.40</u>

Maintenance	\$	420.40	x	1	=	\$ 420.40
Administrative Fee	\$	420.40	x \$	0.10	=	\$ 42.04
County Fee		50	x	\$1.00/per lot	=	\$ 50.00
Reserves 15% of total cost of maintenance					=	\$ 63.06
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 575.50</u>

Estimated Cost Per Year	<u>\$ 575.50</u>	=	\$ 11.51
	50		

2024/2025 Assessment	<u>\$0.00</u>	=	\$0.00
	50		

2025/2026 Assessment	<u>\$ 575.50</u>	=	\$ 11.51
	50		

District No. 15 - Meadowood Phase 1 Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 5,258.91

Maintenance:	7,723	sq.ft. of landscaping area
Lighting:	14	10 ea. @ 5,800 lumens
		1 ea. @ 9,500 lumens
		3 ea. @ 16,000 lumens
Project Management:	48	lots
Fund Balance:	\$ (1,623.81)	

Maintenance:						
1. Landscape	7,723	sq.ft.	@	\$ 0.025	=	\$ 193.08
2. Utilities	7,723	sq.ft.	@	\$ 0.500	=	\$ 3,861.50
3. Repair/Maintenance	7,723	sq.ft.	@	\$ 0.020	=	\$ 154.46
4. Tree Maintenance	7,723	sq.ft.	@	\$ 0.020	=	\$ 154.46
5. Printing/Postage	7,723	sq.ft.	@	\$ 0.0098	=	\$ 75.69
				<u>\$ 0.575</u>		<u>\$ 4,439.18</u>

Maintenance	7,723 sq.ft.	x	\$ 0.575	=	\$ 4,439.18
Administrative Fee	\$ 4,439.18	x	\$ 0.10	=	\$ 443.92
County Fee	48	x	\$1.00/per lot	=	\$ 48.00
Reserves 15% of total cost of maintenance				=	\$ 665.88
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ 162.38
					<u>\$5,759.36</u>

Estimated Cost Per Year	<u>\$ 5,759.36</u>	=	\$ 119.99
	48		

2024/2025 Assessment	<u>\$ 6,484.89</u>	=	\$ 135.10
	48		

2025/2026 Assessment	<u>\$ 6,484.89</u>	=	\$ 135.10
	48		

District No. 16 - New Expressions Phase 2 Fiscal Year 2025/2026
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<i>Actual Accumulated Costs 2023/2024</i>	\$	4,710.44
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Maintenance:	5,800	sq.ft. of landscaping, playground area 30%	
Project Management:	54	lots, lighting 13 lumens @ 5,800	
Fund Balance:	\$ 486.23		

Maintenance:					
1. Landscape Maintenance	5,800	@ \$	0.350	=	\$ 2,030.00
2. Grafitti Maintenance	5,800	@ \$	0.010	=	\$ 58.00
3. Postage	5,800	@ \$	0.025	=	\$ 145.00
4. Utilities	5,800	@ \$	0.012	=	\$ 69.60
5. Printing	5,800	@ \$	0.140	=	\$ 812.00
6. Repair/Maintenance	5,800	@ \$	0.025	=	\$ 145.00
			0.562	=	\$ 3,259.60

Maintenance	5,800	x \$	0.562	=	\$ 3,259.60
Administrative Fee	\$ 3,259.60	x \$	0.100	=	\$ 325.96
County Fee	54	@ \$1.00/per lot		=	\$ 54.00
Reserves 15% of total cost of maintenance				=	\$ 488.94
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
				=	\$ 4,128.50

Estimated Cost Per Year:	\$	<u>4,128.50</u>	=	\$	76.45
		54			

2024/2025 Assessment	\$	<u>4,334.93</u>	=	\$	80.28
		54			

2025/2026 Assessment	\$	<u>4,781.10</u>	=	\$	88.54
		54			

District No. 17 - Orchard Ridge Phase 6 Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024	\$	372.09
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Maintenance:	Lighting	7 ea. @ 5,800 lumens
Project Management:	32	lots
Fund Balance:	\$ 96.22	

1. Utilities	7 ea. @ 5,800 lumens	@ \$	104.16	=	\$	729.12
2. Printing		1 @ \$	50.00	=	\$	50.00
					\$	779.12

Maintenance	\$	779.12	x	1	=	\$	779.12
Administrative Fee	\$	779.12	x	\$ 0.10	=	\$	77.91
County Fee		32	x	\$1.00/per lot	=	\$	32.00
Reserves 15% of total cost of maintenance					=	\$	116.87
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	-
						\$	1,005.90

Estimated Cost Per Year	\$	<u>1,005.90</u>	=	\$	31.43
		32			

2024/2025 Assessment	\$	<u>633.36</u>	=	\$	19.78
		32			

2025/2026 Assessment	\$	<u>377.67</u>	=	\$	11.79
		32			

District No.19 - William Ranch Phase 1 Fiscal Year 2025/2026
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<i>Actual Accumulated Costs 2023/2024</i>	\$ 7,449.74
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Maintenance:	7,723	sq.ft. of landscaping area
Lighting:	14	10 ea. @ 5,800 lumens
		1 ea. @ 9,500 lumens
		3 ea. @ 16,000 lumens
Project Management:	41	lots
Fund Balance:	\$ (3,259.50)	

Maintenance:						
1. Landscape	13,910	sq.ft.	@	\$ 0.120	=	\$ 1,669.20
2. Utilities	13,910	sq.ft.	@	\$ 0.150	=	\$ 2,086.50
3. Repair/Maintenance	13,910	sq.ft.	@	\$ 0.020	=	\$ 278.20
5. Tree Maintenance	13,910	sq.ft.	@	\$ 0.050	=	\$ 695.50
4. Printing/Postage	13,910	sq.ft.	@	\$ 0.0054	=	\$ 75.11
				<u>\$ 0.3454</u>		<u>\$ 4,804.51</u>

Maintenance	13,910	sq.ft.	x	\$ 0.3454	=	\$ 4,804.51
Administrative Fee	\$ 4,804.51		x	\$ 0.10	=	\$ 480.45
County Fee	41		x	\$1.00/per lot	=	\$ 41.00
Reserves 15% of total cost of maintenance					=	\$ 720.68
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 325.95
						<u>\$ 6,372.59</u>

Estimated Cost Per Year	<u>\$ 6,372.59</u>	=	\$ 155.43
	41		

2024/2025 Assessment	<u>\$ 7,027.83</u>	=	\$ 171.40
	41		

2025/2026 Assessment	<u>\$ 7,561.49</u>	=	\$ 184.43
	41		

District No. 20 - West View Place Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 180.54

Maintenance:	Lighting:	3 ea @ 5,800 lumens
		1 ea @ 9,500 lumens
Project Management:	10	lots
Fund Balance:	\$0.00	

1. Utilities	3 @ 5,800 lumens	@ \$	30.21	=	\$	90.63
	1 @ 9,500 lumens	@ \$	36.27	=	\$	36.27
2. Printing	1 @	\$	50.00	=	\$	50.00
					<u>\$</u>	<u>176.90</u>

Maintenance	\$	176.90	x	1	=	\$	176.90
Administrative Fee	\$	176.90	x	\$ 0.10	=	\$	17.69
County Fee		10	x	\$1.00/per lot	=	\$	10.00
Reserves 15% of total cost of maintenance						\$	26.54
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$	-
						<u>\$</u>	<u>231.13</u>

Estimated Cost Per Year	<u>\$</u>	<u>231.13</u>	=	\$	23.11
		10			
2024/2025 Assessment	<u>\$</u>	<u>0.00</u>	=	\$	0.00
		10			
2025/2026 Assessment	<u>\$</u>	<u>183.25</u>	=	\$	18.32
		10			

District No. 22 - Meadowood Phase 2 Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$	2,427.21
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Maintenance:	4,940	sq. ft. of landscaping area
Lighting:	14	ea. @ 5,800 lumens
	3	ea. @ 9,500 lumens
	2	ea. @ 16,000 lumens
Project Management:	55	lots
Fund Balance:	\$0.00	

Maintenance:							
1. Landscape	4,940	sq.ft	@	\$	0.210	=	\$ 1,037.40
2. Graffiti Maintenance	4,940	sq.ft	@	\$	0.090	=	\$ 444.60
3. Tree Maintenance	4,940	sq.ft	@	\$	0.120	=	\$ 592.80
4. Postage	4,940	sq.ft	@	\$	0.075	=	\$ 370.50
5. Utilities	4,940	sq.ft	@	\$	0.470	=	\$ 2,321.80
6. Printing	4,940	sq.ft	@	\$	0.020	=	\$ 98.80
				\$	0.985	=	\$ 4,865.90

Maintenance	4,940	sq.ft.	x	\$	0.985	=	\$ 4,865.90
Administrative Fee	\$ 4,865.90		x	\$	0.100	=	\$ 486.59
County Fee	55		x	\$1.00/per lot	=	\$ 55.00	
Reserves 15% of total cost of maintenance					=	\$ 729.89	
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -	
				\$		=	\$ 6,137.38

Estimated Cost Per Year	<u>\$ 6,137.38</u>	=	\$	111.59
	55			

2024/2025 Assessment	<u>\$0.00</u>	=	\$0.00
	55		

2025/2026 Assessment	<u>\$ 2,463.62</u>	=	\$ 44.79
	55		

District No. 23 - River View Estates Phase 3 Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024 \$ 551.35

Maintenance:	lighting	11 ea. @ 5,800 lumens
Project Management:	66	lots
Fund Balance:	\$ 420.00	

1. Utilities	11 @ 5,800 lumens	@ \$ 104.1600	= \$ 1,145.76
2. Printing/ Postage	1	@ \$ 75.0000	= \$ 75.00
			<u>\$ 1,220.76</u>

Maintenance	\$ 1,220.76	x 1	= \$ 1,220.76
Administrative Fee	\$ 1,220.76	x \$ 0.10	= \$ 122.08
County Fee	66	x \$1.00/per lot	= \$ 66.00
Reserves 15% of total cost of maintenance			= \$ 183.11
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			= \$ -
			<u>\$ 1,591.95</u>

Estimated Cost Per Year	<u>\$ 1,591.95</u>	= \$ 24.12
	66	

2024/2025 Assessment	<u>\$ 840.44</u>	= \$ 12.72
	66	

2025/2026 Assessment	<u>\$ 840.44</u>	= \$ 12.72
	66	

District No. 24 - Orchard Ridge Phase 8 Fiscal Year 2025/2026
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<i>Actual Accumulated Costs 2023/2024</i>	\$ 3,487.44
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Maintenance:	3,538	sq.ft. of landscaping area
Project Management:	44	lots
Fund Balance:	\$ (14,038.42)	

Maintenance:						
1. Landscape	3,538	sq.ft.	@	\$ 0.190	=	\$ 672.22
2. Utilities	3,538	sq.ft.	@	\$ 0.360	=	\$ 1,273.68
3. Repair/Maintenance	3,538	sq.ft.	@	\$ 0.030	=	\$ 106.14
4. Tree Maintenance	3,538	sq.ft.	@	\$ 0.050	=	\$ 176.90
5. Printing/Postage	3,538	sq.ft.	@	\$ 0.021	=	\$ 75.01
				<u>\$ 0.651</u>	=	<u>\$ 2,303.95</u>

Maintenance	3,538	sq.ft.	x	\$ 0.651	=	\$ 2,303.95
Administrative Fee	\$ 2,303.95		x	\$ 0.10	=	\$ 230.39
County Fee	44		x	\$1.00/per lot	=	\$ 44.00
Reserves 15% of total cost of maintenance					=	\$ 345.59
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 1,403.84
						<u>\$ 4,327.77</u>

Estimated Cost Per Year	<u>\$ 4,327.77</u>	=	\$ 98.36
	44		

2024/2025 Assessment	<u>\$ 2,607.14</u>	=	\$ 59.24
	44		

2025/2026 Assessment	<u>\$ 3,539.75</u>	=	\$ 80.44
	44		

District No. 25 - Casas del Rio Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 16,625.08
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Maintenance:	55,950	sq. ft. of landscaping area
Project Management:	118	lots
Fund Balance:	\$ 4,221.32	

Maintenance:							
1. Landscape	55,950	sq.ft.	@	\$ 0.150	=	\$ 8,392.50	
2. Utilities	55,950	sq.ft.	@	\$ 0.060	=	\$ 3,357.00	
3. Repair/Maintenance	55,950	sq.ft.	@	\$ 0.070	=	\$ 3,916.50	
4. Tree Maintenance	55,950	sq.ft.	@	\$ 0.020		\$ 1,119.00	
5. Printing/Postage	55,950	sq.ft.	@	\$ 0.00135	=	\$ 75.53	
6. Graffiti Maintenance	55,950	sq.ft.	@	\$ 0.005	=	\$ 279.75	
				<u>\$ 0.306</u>		<u>\$ 17,140.28</u>	

Maintenance	55,950	sq.ft.	x	0.306	=	\$ 17,140.28
Administrative Fee	\$ 17,140.28		x	\$ 0.10	=	\$ 1,714.03
County Fee	118		x	\$1.00/per lot	=	\$ 118.00
Reserves 15% of total cost of maintenance					=	\$ 2,571.04
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 21,543.35</u>

Estimated Cost Per Year	<u>\$ 21,543.35</u>	=	\$ 182.57
	118		
2024/2025 Assessment	<u>\$ 22,610.32</u>	=	\$ 191.61
	118		
2025/2026 Assessment	<u>\$ 16,874.46</u>	=	\$ 143.00
	118		

District No. 27 - New Expressions Phase 3 Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 405.72
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Maintenance:	748	sq. ft. of landscaping area berm, wall, playground (30%)
Lighting:	11	ea. @ 5,800 lumens
Project Management:	50	lots
Fund Balance:	\$ (227.15)	

Maintenance:							
1. Landscape	748	sq.ft	@	\$ 1.170	=	\$ 875.16	
2. Graffiti Maintenance	748	sq.ft	@	\$ 0.090	=	\$ 67.32	
3. Tree Maintenance	748	sq.ft	@	\$ 0.150	=	\$ 112.20	
4. Postage	748	sq.ft	@	\$ 0.075	=	\$ 56.10	
5. Utilities	748	sq.ft	@	\$ 0.250	=	\$ 187.00	
6. Printing	748	sq.ft	@	\$ 0.020	=	\$ 14.96	
				<u>\$ 1.755</u>	=	<u>\$ 1,312.74</u>	

Maintenance	748	sq.ft.	x	\$ 1.755	=	\$ 1,312.74
Administrative Fee	\$ 1,312.74		x	\$ 0.100	=	\$ 131.27
County Fee	50		x	\$1.00/per lot	=	\$ 50.00
Reserves 15% of total cost of maintenance					=	\$ 196.91
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 22.72
						<u>\$ 1,713.64</u>

Estimated Cost Per Year	<u>\$ 1,713.64</u>	=	\$ 34.27
	50		

2024/2025 Assessment	<u>\$0.00</u>	=	\$0.00
	50		

2025/2026 Assessment	<u>\$ 1,713.64</u>	=	\$ 34.27
	50		

District No. 30 - Sierra Meadows Phase 1 Subdivision
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 16,824.01

Maintenance:	26,639	sq.ft. of landscaping area, 2739 feet of wall	
Lighting:	32	23 ea. @ 5,800 lumens	
		4 ea. @ 9,500 lumens	
		5 ea. @ 16,000 lumens	
Project Management:	56	lots	
Fund Balance:	\$ (10,849.10)		

Maintenance:							
1. Landscape	26,639	sq.ft.	@	\$ 0.0600	=	\$ 1,598.34	
2. Utilities	26,639	sq.ft.	@	\$ 0.1200	=	\$ 3,196.68	
3. Repair/Maintenance	26,639	sq.ft.	@	\$ 0.0200		\$ 532.78	
4. Graffiti Maintenance	26,639	sq.ft.	@	\$ 0.0059	=	\$ 157.17	
5. Tree Maintenance	26,639	sq.ft.	@	\$ 0.0040	=	\$ 106.56	
6. Printing/Postage	26,639	sq.ft.	@	\$ 0.00282	=	\$ 75.12	
				\$ 0.2127		\$ 5,666.65	

Maintenance	26,639	sq.ft.	x	\$ 0.21272	=	\$ 5,666.65
Administrative Fee	\$ 5,666.65		x	\$ 0.10	=	\$ 566.67
County Fee	56		x	\$1.00/per lot	=	\$ 56.00
Reserves 15% of total cost of maintenance					=	\$ 850.00
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 1,084.91
						\$ 8,224.22

Estimated Cost Per Year	\$ 8,224.22		=	\$ 128.98
	56			

2024/2025 Assessment	\$0.00		=	\$0.00
	56			

2025/2026 Assessment	\$ 17,076.37		=	\$ 304.94
	56			

District No. 31 - Williams Ranch Phase 2 & 3 Subdivision Fiscal Year 2025/2026
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<i>Actual Accumulated Costs 2023/2024</i>	\$ 4,929.64
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Maintenance:	6,512	sq.ft. of landscaping area, 437 feet of wall
Lighting:	26	24 ea. @ 5,800 lumens
		2 ea. @ 16,000 lumens
Project Management:	85	lots
Fund Balance:	\$ (19,382.75)	

Maintenance:							
1. Landscape	6,512	sq.ft.	@	\$ 0.190	=	\$ 1,237.28	
2. Utilities	6,512	sq.ft.	@	\$ 0.080	=	\$ 520.96	
3. Repair/Maintenance	6,512	sq.ft.	@	\$ 0.040	=	\$ 260.48	
4. Tree Maintenance	6,512	sq.ft.	@	\$ 0.130	=	\$ 846.56	
5. Printing/Postage	6,512	sq.ft.	@	\$ 0.0115	=	\$ 74.89	
6. Graffiti Maintenance	6,512	sq.ft.	@	\$ 0.025	=	\$ 162.80	
				<u>\$ 0.477</u>		<u>\$ 3,102.97</u>	

Maintenance	6,512	sq.ft.	x	\$ 0.477	=	\$ 3,102.97
Administrative Fee	\$ 3,102.97		x	\$ 0.10	=	\$ 310.30
County Fee	85		x	\$1.00/per lot	=	\$ 85.00
Reserves 15% of total cost of maintenance					=	\$ 465.45
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 1,938.28
						<u>\$ 5,901.99</u>

Estimated Cost Per Year	<u>\$ 5,901.99</u>	=	\$ 69.44
	85		
2024/2025 Assessment	<u>\$ 2,303.51</u>	=	\$ 27.10
	85		
2025/2026 Assessment	<u>\$ 5,901.99</u>	=	\$ 69.44
	85		

District No. 32 - Sunrise Villa Phase 1-3 Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 641.02

Maintenance:	lighting:	13 ea. @ 5,800 lumens
Project Management:	54	lots
Fund Balance:	\$ 625.40	

1. Utilities	13 @ 5,800 lumens	@ \$	30.2100	=	\$	392.73
2. Printing	1	@ \$	50.0000	=	\$	50.00
					\$	<u>442.73</u>

Maintenance	\$	442.73	x	1	=	\$	442.73
Administrative Fee	\$	442.73	x	\$ 0.10	=	\$	44.27
County Fee		54	x	\$1.00/per lot	=	\$	54.00
Reserves 15% of total cost of maintenance					=	\$	66.41
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	-
						\$	<u>607.41</u>

Estimated Cost Per Year	\$	<u>607.41</u>	=	\$	11.25
		54			

2024/2025 Assessment	\$	<u>540.00</u>	=	\$	10.00
		54			

2025/2026 Assessment	\$	<u>650.64</u>	=	\$	12.05
		54			

District No. 33 - New Expressions Phase 4 Subdivision Fiscal Year 2025/2026
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Actual Accumulated Costs 2023-2024	\$	790.20
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Maintenance:	220	ft. of wall
Lighting:	11	ea. @ 5,800 lumens
	2	ea. @ 9,500 lumens
Project Management:	58	lots
Fund Balance:	\$ 105.34	

1. Utilities	11 @ 5,800 lumens	@	\$ 104.160	=	\$ 1,145.76
	2 @ 9,500 lumens	@	\$ 125.160	=	\$ 250.32
2. Printing/Postage	1	@	\$ 75.000	=	\$ 75.00
					<u>\$ 1,471.08</u>

Maintenance	\$ 1,471.08	x	1	=	\$ 1,471.08
Administrative Fee	\$ 1,471.08	x	\$ 0.10	=	\$ 147.11
County Fee	58	x	\$1.00/per lot	=	\$ 58.00
Reserves 15% of total cost of maintenance					\$ 220.66
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					\$ -
					<u>\$ 1,896.85</u>

Estimated Cost Per Year	<u>\$ 1,896.85</u>	=	\$	32.70
	58			

2024/2025 Assessment	<u>\$ 752.44</u>	=	\$	12.96
	58			

2025/2026 Assessment	<u>\$ 802.05</u>	=	\$	13.82
	58			

District No. 34 - Meadow Breeze Phase 2 Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024

\$ 461.73

Maintenance:	Lighting:	14 ea. @ 5,800 lumens
		5 ea. @ 9,500 lumens
Project Management:		78 lots
Fund Balance:	\$	(2,652.63)

1. Utilities	14 @ 5,800 @ \$	104.16	=	\$ 1,458.24
	5 @ 9,500 @ \$	125.06	=	\$ 625.30
2. Printing/Postage	1 @ \$	75.00	=	\$ 75.00
				<u>\$ 2,158.54</u>

Maintenance	\$	2,158.54	x	1	=	\$ 2,158.54
Administrative Fee	\$	2,158.54	x	\$ 0.10	=	\$ 215.85
County Fee		78	x	\$1.00/per lot	=	\$ 78.00
Reserves 15% of total cost of maintenance					=	\$ 323.78
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 265.26
						<u>\$ 3,041.44</u>

Estimated Cost Per Year	\$	<u>3,041.44</u>	=	\$ 38.99
		78		

2024/2025 Assessment	\$	<u>1,928.30</u>	=	\$ 24.72
		78		

2025/2026 Assessment	\$	<u>1,928.30</u>	=	\$ 24.72
		78		

District No. 35 - Meadow Breeze Phase 1
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 965.72

Maintenance: lighting: 9 ea @ 5,800 lumens
 Project Management: 44 lots
 Fund Balance: \$ (2,590.90)

1. Utilities	9 lumens @	\$	104.16	=	\$	937.44
2. Printing/Postage	1 @	\$	75.00	=	\$	75.00
					\$	1,012.44

Maintenance	\$	1,012.44	x	1	=	\$	1,012.44
Administrative Fee	\$	1,012.44	x	\$	0.10	=	\$ 101.24
County Fee		44	x	\$1.00/per lot	=	\$	44.00
Reserves 15% of total cost of maintenance						\$	151.87
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$	259.09
						\$	1,568.64

Estimated Cost Per Year	\$	<u>1,568.64</u>	=	\$	35.65
		44			

20234/2025 Assessment	\$	<u>1,001.39</u>	=	\$	22.76
		44			

2025/2026 Assessment	\$	<u>1,568.64</u>	=	\$	35.65
		44			

District No. 37 - River View Phase 4 Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$	224.11
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Maintenance: Lighting:	5		ea. @ 5,800 lumens	
Project Management:	17		lots	
Fund Balance:	\$	260.13		

1. Utilities	5 @ 5,800 lumens	@ \$	52.0800	=	\$	260.04
2. Printing		1 @ \$	50.0000	=	\$	50.00
3. Postage		17 @ \$	0.4900	=	\$	8.33
					<u>\$</u>	<u>318.37</u>

Maintenance	\$	318.17	x	1	=	\$	318.17
Administrative Fee	\$	318.37	x	\$		\$	31.84
County Fee			17 x	\$1.00/per lot	=	\$	17.00
Reserves 15% of total cost of maintenance					=	\$	47.76
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	-
					<u>\$</u>	<u>414.76</u>	

Estimated Cost Per Year	<u>\$</u>	<u>414.76</u>	=	\$	24.40
		17			

2024/2025 Assessment	<u>\$0.00</u>	=	\$0.00
	17		

2025/2026 Assessment	<u>\$</u>	<u>227.47</u>	=	\$	13.38
		17			

District No. 38 - Ranch Victoria, Phase One Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 534.08

Maintenance:	lighting:	2 ea. lumens @ 5,800
Project Management:	6	lots
Fund Balance:	\$	(757.58)

1. Utilities	2 lumens @ \$	104.16	=	\$	208.32
2. Printing/Postage	1 @ \$	75.00	=	\$	75.00
				<u>\$</u>	<u>283.32</u>

Maintenance	\$	283.32	x	1	=	\$	283.32	
Administrative Fee	\$	283.32	x	\$	0.10	=	\$	28.33
County Fee		6	x	\$1.00/per lot	=	\$	6.00	
Reserves 15% of total cost of maintenance					=	\$	42.50	
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	75.76	
						<u>\$</u>	<u>435.91</u>	

Estimated Cost Per Year	<u>\$</u>	<u>435.91</u>	=	\$	72.65
		6			

2024/2025 Assessment	<u>\$</u>	<u>529.89</u>	=	\$	88.32
		6			

2025/2026 Assessment	<u>\$</u>	<u>542.09</u>	=	\$	90.35
		6			

District 39 - Williams Ranch Phase 4 Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$	761.97
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Maintenance: Lighting:	17	@	5,800 lumens each	
Project Management:	59		lots	
Fund Balance:	\$		(600.04)	

1. Utilities	17 lights	@	\$	104.16	=	\$ 1,770.72
2. Printing/Copying	1	@	\$	50.00	=	\$ 50.00
						\$ 1,820.72

Maintenance	\$	1,820.72	x	1	=	\$ 1,820.72
Administrative Fee	\$	1,820.72	x	\$	0.10	\$ 182.07
County Fee		59	x	\$1.00/per lot	=	\$ 59.00
Reserves 15% of total cost of maintenance					=	\$ 273.11
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 60.00
						\$ 2,394.90

Estimated Cost Per Year	\$	<u>2,394.90</u>	=	\$ 40.59
		59		

2024/2025 Assessment	\$	<u>0.00</u>	=	\$0.00
		59		

2025/2026 Assessment	\$	<u>773.40</u>	=	\$ 13.11
		59		

District No. 40 - Amalene Estates Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024 \$ 5,358.32

Maintenance:	5,445	sq. ft. of landscaping area, 736 ft. of wall
Lighting:	17	16 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	25	lots
Fund Balance:	\$ 6.62	

Maintenance:						
1. Landscape	5,445	sq.ft.	@	\$ 0.400	=	\$ 2,178.00
2. Utilities	5,445	sq.ft.	@	\$ 0.250	=	\$ 1,361.25
3. Repair/Maintenance	5,445	sq.ft.	@	\$ 0.040	=	\$ 217.80
4. Tree Maintenance	5,445	sq.ft.		\$ 0.040		\$ 217.80
5. Printing/Postage	5,445	sq.ft.	@	\$ 0.0138		\$ 75.14
				<u>\$ 0.744</u>		<u>\$ 4,049.99</u>

Maintenance	5,445	sq.ft.	x	\$ 0.744	=	\$ 4,051.08
Administrative Fee	\$ 4,049.99		x	\$ 0.10	=	\$ 405.00
County Fee	25		x	\$1.00/per lot	=	\$ 25.00
Reserves 15% of total cost of maintenance					=	\$ 607.50
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 5,088.58</u>

Estimated Cost Per Year	<u>\$ 5,088.58</u>	=	\$ 203.54
	25		

2024/2025 Assessment	<u>\$ 5,560.82</u>	=	\$ 222.43
	25		

2025/2026 Assessment	<u>\$ 5,438.69</u>	=	\$217.55
	25		

District No. 43 - Sierra Meadows Phase 2
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024

\$ 11,562.05

Maintenance:	27,960	sq.ft. of landscaping area, 2,614 of wall	
Lighting:	36	28 ea. @ 5,800 lumens	
		8 ea. @ 16,000 lumens	
Project Management:	61	lots	
Fund Balance:	\$ (3,857.59)		

Maintenance:

1. Landscape	27,960	sq. ft.	@	\$	0.150	=	\$	4,194.00
2. Utilities	27,960	sq.ft.	@	\$	0.071	=	\$	1,993.55
3. Repair/Maintenance	27,960	sq.ft.	@	\$	0.006	=	\$	164.96
4. Tree Maintenance	27,960	sq.ft.	@	\$	0.004	=	\$	111.84
5. Printing/Postage	27,960	sq.ft.	@	\$	0.0027	=	\$	75.49
				\$	<u>0.234</u>		\$	<u>6,539.84</u>

Maintenance	27,960	sq.ft.	x	\$	0.234	=	\$	6,539.84
Administrative Fee	\$ 6,539.84		x	\$	0.10	=	\$	653.98
County Fee	61		x	\$1.00/per lot		=	\$	61.00
Reserves 15% of total cost of maintenance						=	\$	980.98
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	\$	385.76
							\$	<u>8,621.56</u>

Estimated Cost Per Year	<u>\$ 8,621.56</u>	=	\$	<u>141.34</u>
	61			

2024/2025 Assessment	<u>\$ 12,154.17</u>	=	\$	<u>199.24</u>
	61			

2025/2026 Assessment	<u>\$ 12,154.17</u>	=	\$	<u>199.26</u>
	61			

District No. 46 - Moorea Manor
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024

\$ 3,912.90

Maintenance:	1,460	sq. ft. of landscaping area,	286 ft. of wall
Lighting:	4	4 ea. @	5,800 lumens
Project Management:	16	lots	
Fund Balance:	\$ 3,738.65		

Maintenance:

1. Landscape	1,460	sq.ft. @	\$ 1.850	=	\$ 2,701.00
2. Utilities	1,460	sq.ft. @	\$ 0.500	=	\$ 730.00
3. Printing/Postage	1,460	sq.ft. @	\$ 0.052	=	\$ 75.92
4. Graffiti Maintenance	1,460	sq.ft. @	\$ 0.140	=	\$ 204.40
			\$ 2.542		\$ 3,711.32

Maintenance	1,460	sq.ft. x	2.542	=	\$ 3,711.32
Administrative Fee	\$ 3,711.32	x	\$ 0.10	=	\$ 371.13
County Fee	16	x	\$1.00/per lot	=	\$ 16.00
Reserves 15% of total cost of maintenance				=	\$ 556.70
Eliminate deficit fund balance over 10 years - 10% of fund deficit				=	\$ -
					\$ 4,655.15

Estimated Cost Per Year	\$ 4,655.15	=	\$ 290.95
	16		

2024/2025 Assessment	\$ 5,654.28	=	\$ 353.39
	16		

2025/2026 Assessment	\$ 3,971.59	=	\$ 248.22
	16		

District No. 47 - Chelsea Glen Subdivision Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024 \$ 4,686.18

Maintenance:	4,560	sq. ft. of landscaping area
Lighting	12	ea. @ 16,000 lumens
Project Management:	90	lots
Fund Balance:	\$ (2,137.33)	

Maintenance:						
1. Landscape	4,560	sq.ft.	@	\$ 0.190	=	\$ 866.40
2. Utilities	4,560	sq.ft.	@	\$ 0.250	=	\$ 1,140.00
3. Repair/Maintenance	4,560	sq.ft.	@	\$ 0.030	=	\$ 136.80
4. Tree Maintenance	4,560	sq.ft.	@	\$ 0.150	=	\$ 684.00
5. Printing/Postage	4,560	sq.ft.	@	\$ 0.0166	=	\$ 75.70
6. Graffiti Maintenance	4,560	sq.ft.	@	\$ 0.090	=	\$ 410.40
				<u>\$ 0.727</u>	=	<u>\$ 3,313.30</u>

Maintenance	4,560	sq.ft.	x	\$ 0.727	=	\$ 3,313.30
Administrative Fee	\$ 3,313.30		x	\$ 0.10	=	\$ 331.33
County Fee	90		x	\$1.00/per lot	=	\$ 90.00
Reserves 15% of total cost of maintenance					=	\$ 496.99
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 213.73
						<u>\$ 4,445.35</u>

Estimated Cost Per Year	<u>\$ 4,445.35</u>	=	\$ 49.39
	90		

2024/2025 Assessment	<u>\$ 2,998.52</u>	=	\$ 33.32
	90		

2025/2026 Assessment	<u>\$ 4,756.47</u>	=	\$ 52.84
	90		

District No.53 - Trooper Terrace Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 2,442.44
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Maintenance:	4,414	sq. ft. of landscaping area
Lighting	11	ea. @ 5,800 lumens
Project Management:	17	lots
Fund Balance:	\$ (554.50)	

Maintenance:							
1. Landscape	4,414	sq.ft.	@	\$ 0.090	=	\$ 397.26	
2. Graffiti Maintenance	4,414	sq.ft.	@	\$ 0.050	=	\$ 220.70	
3. Tree Maintenance	4,414	sq.ft.	@	\$ 0.080	=	\$ 353.12	
4. Printing/Postage	4,414	sq.ft.	@	\$ 0.017	=	\$ 75.04	
5. Utilities	4,414	sq.ft.	@	\$ 0.250	=	\$ 1,103.50	
6. Repair/Maintenance	4,414	sq.ft.	@	\$ 0.030	=	\$ 132.42	
				<u>\$ 0.517</u>	=	<u>\$ 2,282.04</u>	

Maintenance	4,414	sq.ft.	x	\$ 0.517	=	\$ 2,282.04
Administrative Fee	\$ 2,282.04		x	\$ 0.10	=	\$ 228.20
County Fee	17		x	\$ 1.00/per lot	=	\$ 17.00
Reserves 15% of total cost of maintenance					=	\$ 342.31
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 55.45
						<u>\$ 2,925.00</u>

Estimated Cost Per Year	<u>\$ 2,925.00</u>	=	\$ 172.06
	17		

2024/2025 Assessment	<u>\$ 1,500.55</u>	=	\$ 88.26
	17		

2025/2026 Assessment	<u>\$ 2,479.08</u>	=	\$ 145.83
	17		

District 54 - Cambria Windsor Court Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024 \$ 4,711.65

Maintenance:	33,256	sq.ft. of landscaping
Project Management:	80	lots, lighting 11 ea. @ 5,800 lumens
Fund Balance:	\$ 1,663.86	

Maintenance:					
1. Landscape/Tree Maintenance	33,256 @	\$	0.12	=	\$ 3,990.72
2. Graffiti Maintenance	33,256 @	\$	0.03	=	\$ 831.40
3. Tree Maintenance	33,256 @	\$	0.05	=	\$ 1,496.52
4. Postage/Printing	33,256 @	\$	0.00	=	\$ 99.77
5. Utilities	33,256 @	\$	0.06	=	\$ 1,995.36
6. Repair/Maintenance	33,256 @	\$	0.05	=	\$ 1,662.80
			<u>0.303</u>	=	<u>\$ 10,076.57</u>

Maintenance	33,256	\$	0.303	=	\$ 10,076.57
Administrative Fee	\$ 10,076.57 x	\$	0.100	=	\$ 1,007.66
County Fee	80 @	\$1.00/per lot	=	\$ 80.00	
Reserves 15% of total cost of maintenance		=	\$	\$ 1,511.49	
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit		=	\$	-	
				<u>\$ 12,675.71</u>	

Estimated Cost Per Year:	<u>\$ 12,675.71</u>	=	\$ 158.45
	80		

2024/2025 Assessment	<u>\$ 4,137.22</u>	=	\$ 51.72
	80		

2025/2026 Assessment	<u>\$ 4,782.32</u>	=	\$ 59.78
	80		

Annexation No. 3 - Porter Creek
District No. 2 - North Creek
District No. 6 - Creekview
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 30,557.87

Maintenance:	125,477		sq. ft. of landscaping
Project Management:	298		lots
Fund Balance:	\$ 16,449.79		

Maintenance:					
1. Landscape/Tree Maintenance	125,477	@	\$ 0.125	=	\$ 15,684.63
2. Graffiti Maintenance	125,477	@	\$ 0.02	=	\$ 2,509.54
3. Postage	125,477	@	\$ 0.005	=	\$ 627.39
4. Utilities	125,477	@	\$ 0.06	=	\$ 7,528.62
5. Printing	125,477	@	\$ 0.005	=	\$ 627.39
6. Repair/Maintenance	125,477	@	\$ 0.010	=	\$ 1,254.77
			\$ 0.225	=	\$ 28,232.33

Maintenance	125,477		\$ 0.225	=	\$ 28,232.33
Administrative Fee	\$ 28,232.33	x	\$ 0.10	=	\$ 2,823.23
County Fee	298	@	\$1.00/per lot	=	\$ 298.00
Reserves 15% of total cost of maintenance				=	\$ 4,234.85
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
					\$ 35,587.40

Estimated Cost Per Year	\$35,587.40		=		\$ 119.42
	298				

2024/2025 Assessment	\$20,005.40		=		\$ 67.13
	298				

2025/2026 Assessment	\$31,016.24		=		\$ 104.08
	298				

Westwood Estates Consolidated
District No. 1 - Westwood Estates Subdivision
Annexation No. 5 - Westwood Estates Unit 4 & Unit 5 Subdivision
District No. 12 - Westwood Estates Unit 5, Phase 2 Subdivision
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 40,403.67

Maintenance:	47,462	sq. ft. of landscaping area
Lighting:	16	12 ea. @ 5,800 lumens
		4 ea. @ 16,000 lumens
Project Management:	204	lots
Fund Balance:	\$ (10,250.45)	

Maintenance:						
1. Landscape	47,462	sq.ft.	@	\$ 0.200	=	\$ 9,492.40
2. Utilities	47,462	sq.ft.	@	\$ 0.140	=	\$ 6,644.68
3. Repair/Maintenance	47,462	sq.ft.	@	\$ 0.010	=	\$ 474.62
4. Tree Maintenance	47,462	sq.ft.	@	\$ 0.030	=	\$ 1,423.86
5. Printing/Postage	47,462	sq.ft.	@	\$ 0.0016	=	\$ 75.94
6. Graffiti Maintenance	47,462	sq.ft.	@	\$ 0.020	=	\$ 949.24
				\$ 0.402		\$ 19,060.74

Maintenance	47,462	sq.ft.	x	\$ 0.40	=	\$ 19,060.74
Administrative Fee	\$ 19,060.74		x	\$ 0.10	=	\$ 1,906.07
County Fee	204		x	\$1.00/per lot	=	\$ 204.00
Reserves 15% of total cost of maintenance					=	\$ 2,859.11
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ 1,025.05
						\$ 25,054.97



Estimated Cost Per Year	<u>\$25,054.97</u>	=	\$ 122.82
	204		
2024/2025 Assessment	<u>\$41,089.50</u>	=	\$ 201.42
	204		
2025/2026 Assessment	<u>\$41,089.50</u>	=	\$ 201.42
	204		

This concludes the 2025/2026 Landscape and Lighting District Engineer's Report.
Javier Sanchez, Jr., 70356



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Adoption of the 2025 Five-Year Consolidated Plan and 2025-2026 Action Plan for Investment of Community Development Block Grant (CDBG) Entitlement Funds

SOURCE: Community Development

COMMENT: The U.S. Department of Housing and Urban Development (HUD) requires all CDBG entitlement cities to prepare a three- or five-year Consolidated Plan. As previously reported, Porterville's 2020-2024 Five-Year Consolidated Plan was prepared and subsequently submitted to HUD in April 2020. A new Consolidated Plan for the period of 2025-2029 was prepared and presented to the Council during a public hearing at its meeting on April 15, 2025.

At that time, the entitlement allocation amounts for Program Year 2025-2026 had not been announced by HUD, so the budget was prepared based on the allocation received for 2024-2025, \$710,793. Subsequently, it was announced that the City of Porterville is receiving an Entitlement Grant of \$653,932 for fiscal year 2025-2026. Therefore, staff is bringing this item back before the City Council with a proposed budget for 2025 that is reflective of the lower allocation amount.

As a recap to the Council, and for those who may have missed the public hearing in April, HUD administers a variety of programs designed to provide decent housing, expand economic opportunities, and assist in meeting public service needs of the community. These programs are principally designed to assist the low- and moderate-income families of the community.

The Consolidated Plan identifies the housing and non-housing community development needs of the City of Porterville, as well as establishes objectives, priorities, and actions to address these needs. It consists of the following components: a Housing Market Analysis; a Housing and Homeless Needs Assessment; Priority Needs – Objectives – Strategies; and an Action Plan.

The proposed budget for Program Year 2025, which is part of the Action Plan, takes into account the lesser allocation amount and the recommendations of the CDBG Citizens' Advisory Committee, which held a public hearing in February to discuss the types of programs that the public would like to see

included in the Consolidated Plan and annual Action Plan.

Administration	\$ 130,786.40
PSH Case Management	\$ 15,500.00
Fair Housing Education	\$ 20,000.00
Continuum of Care on Homeless	\$ 5,000.00
First Time Homebuyer Education	\$ 2,000.00
Navigation Center Operations	\$ 51,589.80
HOP Outreach	\$ 4,000.00
Parks Improvement Program	\$ 250,055.80
Multi-Sports Field Improvement	\$ <u>175,000.00</u>
Total	\$ 653,932.00

The revised budget reflects both the priorities established through community input, the reduced entitlement allocation announced by HUD, and the funding caps pertaining to Administration and Public Service activities. While the lower funding amount is not ideal, the City remains committed to strategically investing the CDBG funds to benefit Porterville's low- and moderate-income residents and to work towards accomplishing the goals outlined in the 2025–2029 Consolidated Plan.

RECOMMENDATION:

That the City Council:

1. Conduct a public hearing on the proposed 2025 Five-Year Consolidated Plan and 2025/26 Action Plan;
2. Adopt the draft resolution approving the 2025 Five-Year Consolidated Plan and 2025/26 Action Plan with adjusted budget amounts; and
3. Authorize the City Manager to execute all necessary documents.

ATTACHMENTS:

1. Draft Resolution
2. 2025-2029 Draft Consolidated Plan

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Richard Tree, Interim City Manager

RESOLUTION NO. ____-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE APPROVING THE 2025 FIVE-YEAR CONSOLIDATED
PLAN AND 2025-2026 ACTION PLAN AND PROPOSED USE OF COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS**

BE IT HEREBY RESOLVED that the City Council of the City of Porterville does hereby approve the 2025 Five-Year Consolidated Plan and 2025-2026 Action Plan, attached as Exhibit A, and the proposed use of Community Development Block Grant Funds with a 2025 Program Year Entitlement Allocation as follows:

Administration	\$ 130,786.40
PSH Case Management	\$ 15,500.00
Fair Housing Education	\$ 20,000.00
Continuum of Care on Homeless	\$ 5,000.00
First Time Homebuyer Education	\$ 2,000.00
Navigation Center Operations	\$ 51,589.80
HOP Outreach	\$ 4,000.00
Parks Improvement Program	\$ 250,055.80
Multi-Sports Field Improvement	<u>\$ 175,000.00</u>
Total Funding:	\$ 653,932.00

PASSED, APPROVED AND ADOPTED this 15th day of July, 2025.

Greg Meister, Mayor

ATTEST:

Richard Tree, Interim City Clerk

By _____
Fernando Gabriel-Moraga,
Chief Deputy City Clerk

EXHIBIT A

2025 Five-Year Consolidated Plan and 2025-2026 Action Plan
(Provided as separate attachment to staff report)

CITY OF PORTERVILLE



COMMUNITY DEVELOPMENT BLOCK GRANT 5-Year Consolidated Plan 2025-2029 and 2025 Annual Action Plan

DRAFT

July 2025

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As an entitlement jurisdiction, HUD requires that the City prepare a Consolidated Plan every five years to foster a community-wide dialogue regarding the market environment and affordable housing and community development needs of the City. The City is also required to prepare an Annual Action Plan (AP) to report on the distribution of federal funding and a Consolidated Annual Performance Consolidated Plan Evaluation Report (CAPER) to identify the City's progress in meeting the goals discussed in the Consolidated Plan's Strategic Plan and Action Plan.

Five Year Goals: The Consolidated Plan goals below represent high priority needs for the City and serve as the basis for the strategic actions the City will use to meet these needs. The goals, listed in no particular order, are:

- Assist in the creation and preservation of affordable housing opportunities
- Support activities to prevent and end homelessness
- Support activities that strengthen neighborhoods
- Expand economic development and employment opportunity programs

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

NA-10 Housing Needs

- Fifty-six percent of households (9,945 households) in the City are LMI, with incomes ranging from 0-80% AMI. A breakdown would be: 18 percent are extremely low income (3,255 households at 0-30% AMI) 18 percent are low income (3,215 households at 30-50% AMI) 20 percent are moderate income (3,475 households at 50-80% AMI).
- Thirty-seven percent of households are cost-burdened, spending more than 30 percent of their incomes on housing costs.
- Twelve percent of households (2,045 households) are severely cost burdened, with 1,300 renter households and 745 owner households spending more than 50 percent of their incomes toward housing costs.

NA-15 Disproportionately Greater Need: Housing Problems

- Eighty-seven percent of Hispanic households (1,850 households) in the 0-30 % AMI category experience housing problems, compared to 81 percent (2,535 households) of the jurisdiction as a whole.

NA-20 Disproportionately Greater Need: Severe Housing Problems

- Fifty-eight percent of All Asian households (35 households) in the 50-80% AMI category experience severe housing problems, compared to 36 percent (870 households) of the jurisdiction as a whole.

NA-25 Disproportionately Greater Need: Housing Cost Burden

- Forty-one percent of City households (6,855 households) are cost burdened and spend more than 30 percent of their income on housing costs.
- Twenty- three percent (3,795 households) are severely cost burdened and paying more than 50 percent of their income on housing costs.

NA-40 Homeless Needs

- On the night of the 2024 Tulare/Kings County PIT count, 1,672 persons were identified as homeless in the region – 309 (19 percent) of which were located in the City.
- 256 (83 percent) of the total homeless persons counted in the City identified as Non-Hispanic/Latino and 53 (17 percent) identified as Hispanic/Latino.
- Children under the age of 18 made up 30 percent of people experiencing homelessness in families.
- Veterans represent 4% of homeless adults in Kings and Tulare Counties.

NA-45 Non-Homeless Special Needs

- Currently, 10.9% of the population of Porterville have at least one disabled member living in public housing in the City and 436 households containing at least one disabled member utilizing Section 8 countywide.

3. Evaluation of past performance

The City is responsible for ensuring compliance with all rules and regulations associated with the CDBG entitlement grant programs. The City's Annual Action Plans and CAPERs have provided many details about the goals, projects, and programs completed by the City over the past 44 years. The City recognizes that the evaluation of past performance is critical to ensure the City

and its sub-recipients are implementing activities effectively and that those activities align with the City's overall strategies and goals. The production of programs and systems are evaluated annually. Goals for future projects are set by the evaluation and the success of existing programs as well as the evaluation of the needs that exist in the community. The City will continue funding salaries Case management for Permanent Supportive Housing, and as more funding becomes available, the City will look for ways to improve living conditions, eliminate slum and blight, and improve public facilities.

4. Summary of citizen participation process and consultation process

The City utilized various outreach methods to seek input on the City's housing and community development needs to identify objectives, priorities, and actions for addressing said needs. Views obtained were considered for the final Consolidated Plan and first year Action Plan. The City held community and stakeholder meetings, public hearings, administered a community-needs survey, and conducted outreach via email, social media and community events as well as announcements regarding plan development and how to participate were made at community partner meetings. A community-needs survey was made available electronically on the City's website and in hard copy format at City Hall. Survey responses were collected at community events, and the survey was also shared with the City library, affordable housing sites, the local Navigation Center, and various other partner agencies for distribution. The survey was provided in English and Spanish versions with a total of 160 surveys completed. Electronic outreach consisted of social media posts, an electronic display in City Hall, and email communications, including the City's E-Newsletter. Notifications of the survey and meetings were posted in the City's monthly newsletter that was sent to subscribers, as well as to individuals on an established outreach contact list, which includes representation from various partner organizations. Printed outreach materials, social media posts, as well as notices published in the local newspaper, were provided in English and Spanish.

5. Summary of public comments

Not applicable. The City did not receive any public comments for this Consolidated Plan

6. Summary of comments or views not accepted and the reasons for not accepting them

Not applicable. The City did not receive any public comments for this Consolidated Plan

7. Summary

Please see the discussions above.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	PORTERVILLE	
CDBG Administrator	PORTERVILLE	Community Development Department
HOME Administrator		

Table 1 – Responsible Agencies

Narrative

The lead agency in the development of this 2025-2029 Consolidated Plan and administration of HUD funding is the City of Porterville Community Development Department.

Consolidated Plan Public Contact Information

Claudia Calderon
Community Development Director
Office: (559) 782-7460

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Central California Family Crisis Center, Inc.
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A virtual interview was held with staff. Areas of improved coordination include identifying and developing permanent housing options for families fleeing domestic violence, with these permanent housing options including supportive services that address the unique needs of the heads of household and the children fleeing domestic violence.
2	Agency/Group/Organization	Housing Authority of Tulare County
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was held with key staff. Areas of improved coordination include identifying and developing permanent housing options for special needs populations, including those experiencing homelessness.

3	Agency/Group/Organization	Tulare County Health and Human Services Agency
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services - Victims Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was held with key staff. Areas of improved coordination include identifying and addressing the complex medical and behavioral health needs of those experiencing homelessness as well as households that are low income.
4	Agency/Group/Organization	Family Services of Tulare County
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services - Victims

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs HOPWA Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was held with key staff. Areas of improved coordination include identifying and addressing the complex medical and behavioral health needs of those experiencing homelessness.
5	Agency/Group/Organization	Community Services Employment Training (CSET)
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs HOPWA Strategy Market Analysis Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was held with key staff. Areas of improved coordination include identifying and addressing the complex medical and behavioral health needs of those experiencing homelessness; improved access to healthcare; improved access to education and employment opportunities.
6	Agency/Group/Organization	Kings View Mental Health
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was held with key staff. Areas of improved coordination include identifying and addressing the complex medical and behavioral health needs of those experiencing homelessness as well as households that are low income.
7	Agency/Group/Organization	Porterville Chamber of Commerce
	Agency/Group/Organization Type	Services-Employment Planning organization Business Leaders
	What section of the Plan was addressed by Consultation?	Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was held with key staff. Areas of improved coordination include supporting local businesses and improving local workforce initiatives.

8	Agency/Group/Organization	Sequoia Family Medical Center
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was held with key staff. Areas of improved coordination include identifying and addressing the complex medical and behavioral health needs of low-income households as well as limited access to health care.
9	Agency/Group/Organization	Tulare County Economic Development Corporation (EDC)
	Agency/Group/Organization Type	Services-Employment Other government - County
	What section of the Plan was addressed by Consultation?	Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was held with key staff. Areas of improved coordination include leveraging workforce initiatives with housing development.
10	Agency/Group/Organization	RH Community Builders LP
	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was held with key staff. Areas of improved coordination include leveraging partnerships and funding opportunities to produce more affordable housing, especially housing that is dedicated to the homeless population and includes supportive services.
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Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Kings/Tulare Homeless Alliance	The City of Porterville's goals to address the need for decent, affordable housing and create a suitable living environment directly align with KHTA's mission: "To coordinate and leverage policy and resources that empower community partners to address homelessness in Kings and Tulare County."

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

To maximize participation in the preparation of the 5-Year Consolidated Plan and first year Action Plan, the City held community and stakeholder meetings, public hearings, administered a community needs survey, and conducted outreach via email, social media and community events. Additionally, announcements regarding plan development and how to participate were made at community partner meetings.

The community survey was made available electronically on the City's website and in hard copy format at City Hall. Survey responses were collected at community events, and the survey was also shared with the City library, affordable housing sites, the local Navigation Center, and various other partner agencies for distribution. The survey was provided in English and Spanish versions; a total of 160 survey responses were collected.

Electronic outreach consisted of social media posts, an electronic display in City Hall, and email communications, including the City's E-Newsletter. Emails were sent to newsletter subscribers, and individuals on an established outreach contact list, which includes representation from various partner organizations.

Printed outreach materials, social media posts, as well as notices published in the local newspaper of circulation were provided in English and Spanish.

These various outreach methods were utilized to bring awareness and seek input on the City's housing and community development needs to identify objectives, priorities, and actions for addressing said needs. Views obtained were considered for the final Consolidated Plan and first year Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearings	Non-targeted/broad community	The City held two public hearings at City Council meetings. # in attendance will be updated following final public hearing.	No comments were received.	No comments were rejected at the public hearings.	www.ci.porterville.ca.us
2	Public Meetings	Non-targeted/broad community	The City held two community forums.	No comments were received.	No comments were rejected at the public meetings	
3	Stakeholder Meetings	Non-targeted/broad community	The City held a stakeholder meeting with local agency representatives. Ten (10) individuals were in attendance, inclusive of four (4) City staff.	A presentation was followed by discussion regarding needs pertaining to affordable housing and public services.	No comments were rejected.	
4	Internet Outreach	Minorities, Non-English Speaking (Spanish), Non-targeted/broad community	The City posted notices of all publicly held meetings and encouraged participation in the survey across all social media platforms.	See Appendix 1 for summary of survey responses	No comments were rejected.	www.ci.porterville.ca.us

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Newspaper Ad	Minorities, Non-English Speaking (Spanish), Non-targeted/broad community	The City posted notifications of the City Council meetings in both the English and Spanish newspapers.	No comments were received.	No comments were rejected.	
6	Partner meetings	Non-targeted/broad community	Announcements regarding the Con Plan were made at meetings held by partner agencies: Tulare County Taskforce on Homelessness, Kings/Tulare Homeless Alliance, Community Collaborative meeting, LINC Committee, and Government Affairs Committee.	Survey links were shared for participants of the meeting to participate as well as dates for community meetings, public hearings and 30-day comment period. No comments were received	No comments were rejected.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Community Events	Non-targeted/broad community	Staff conducted outreach at First Friday Coffee, Pioneer Days and Chamber Business Showcase events.	Surveys were collected and links distributed. Other participation opportunities were shared. No additional comments were received.	No comments were rejected.	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The City of Porterville's Needs Assessment was conducted in a variety of ways, including online surveys, data review and analysis, and by holding community meetings to receive citizen input about housing and community development needs. In addition, the City of Porterville used the prepopulated data sets provided by HUD including the 2016-2020 American Community Survey (ACS) data and 2016-2020 Comprehensive Housing Affordability Strategy (CHAS) data, which provides information on housing needs, to prepare its estimates and projects. Base year data includes the prepopulated 2005-2009 data sets provided by HUD for use in making longitudinal comparisons. Additionally, Porterville is part of the Kings/Tulare Homeless Alliance Continuum of Care. Data for the development of the needs for the homeless in the area have been obtained from the Continuum of Care. Information was also gathered input sessions and interviews with various social service agencies, housing providers, city staff, and resident survey comments. Overall, Porterville's population is diverse and family-oriented, with significant affordability challenges despite lower housing costs. Addressing income disparities, expanding economic opportunities, and improving housing stability for lower-income residents will be key areas of focus for the community.

Population and Demographics

Porterville, CA, had a population of 59,055 as of the 2020 Census, with 17,650 households. The city has a relatively young median age of 31.3 years and an average household size of 3.3 people. Nearly half (49.3%) of households are married-couple families, while 25.2% are female-headed households without a spouse or partner. Children are a prominent part of the community, as 47.3% of households include individuals under the age of 18.

The city has a diverse racial and ethnic composition, with 69.5% identifying as Hispanic or Latino. Among those reporting one race alone, 45.5% are White, 5.4% are Asian, and 3% are American Indian/Alaska Native. A significant 24% of the population is foreign-born, with Spanish being the most commonly spoken language after English.

Economic Landscape

Porterville's median household income of \$55,785 is significantly lower than the state median of \$95,521. The city's poverty rate stands at 23.1%, nearly double the state average (12%). Children under 18 (29.8%) and seniors over 65 (15.6%) are particularly affected by poverty. Employment participation is moderate, with a 55.8% employment rate, and 79.4% of households rely on wages

or salaries. However, the median earnings for full-time workers highlight gender disparities, with males earning \$40,504 compared to \$31,800 for females.

Housing Market

Porterville has 18,931 total housing units, with a vacancy rate of 5.4%. The homeownership rate is 50.4%, indicating a nearly even split between homeowners and renters. The median rent is \$943, much lower than the state median of \$1,992, but cost burdens remain high. Nearly 70% of extremely low-income households (<30% HAMFI) are renters, and 70.4% of severely cost-burdened households (paying over 50% of income on housing) are renters.

The majority of housing units (74.5%) have 2-3 bedrooms, and 49.5% of homes were built before 1979, raising potential concerns about aging infrastructure. The median monthly housing cost for homeowners with a mortgage is \$1,301, while renter-occupied households have a significantly lower median income (\$30,733) compared to owner-occupied households (\$62,071).

Key Challenges

- **Housing affordability:** Despite lower housing costs than the state average, many renters remain cost-burdened due to lower incomes.
- **Economic disparities:** High poverty rates and lower median wages compared to the state create financial challenges for residents.
- **Educational attainment:** Only 13.7% of Porterville residents hold a bachelor's degree or higher, much lower than the state average of 37.5%, potentially impacting job opportunities and economic mobility.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	55,220	59,055	7%
Households	15,820	17,650	12%
Median Income	\$38,456.00	\$44,095.00	15%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	3,255	3,215	3,475	2,195	5,505
Small Family Households	1,355	1,440	1,715	985	2,680
Large Family Households	450	430	695	470	1,235
Household contains at least one person 62-74 years of age	645	460	630	505	1,390
Household contains at least one person age 75 or older	385	460	415	255	475
Households with one or more children 6 years old or younger	930	780	615	590	860

Table 6 - Total Households Table

Data Source: 2016-2020 CHAS

HAMFI for Porterville

It is critical to understand how the US Department of Housing and Urban Development (HUD) evaluates income within a community. HUD sets income limits that determine eligibility for assisted housing programs, including the Public Housing, Section 8 project-based, Section 8 Housing Choice Voucher, Section 202 housing for the elderly, and Section 811 housing for persons with disabilities.

A family in Porterville is considered low- to moderate-income (80% HAMFI) if their annual income is:

- \$52,600 as a single-person household
- \$60,100 as a two-person household
- \$67,600 as a three-person household

- \$75,100 as a four-person household
- \$81,150 as a five-person household
- \$87,150 as a six-person household

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	80	10	10	15	115	4	0	0	0	4
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	160	45	25	45	275	4	10	10	0	24
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	250	55	220	85	610	30	70	20	155	275
Housing cost burden greater than 50% of income (and none of the above problems)	1,320	700	70	0	2,090	515	220	160	20	915

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	325	1,095	550	60	2,030	190	400	285	310	1,185
Zero/negative Income (and none of the above problems)	50	0	0	0	50	45	0	0	0	45

Table 7 – Housing Problems Table

Data 2016-2020 CHAS
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	1,810	810	325	140	3,085	555	300	190	175	1,220
Having none of four housing problems	510	1,440	1,610	600	4,160	380	665	1,350	1,280	3,675
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data 2016-2020 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	950	1,120	530	2,600	290	180	140	610
Large Related	365	185	90	640	64	140	35	239
Elderly	330	200	60	590	265	250	110	625
Other	465	360	15	840	120	80	180	380
Total need by income	2,110	1,865	695	4,670	739	650	465	1,854

Table 9 – Cost Burden > 30%

Data 2016-2020 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	505	505	165	70	0	235
Large Related	0	0	45	45	60	45	20	125
Elderly	170	60	30	260	225	70	0	295
Other	0	390	100	490	90	0	0	90
Total need by income	170	450	680	1,300	540	185	20	745

Table 10 – Cost Burden > 50%

Data 2016-2020 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	375	30	205	40	650	34	45	30	90	199

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Multiple, unrelated family households	25	65	40	45	175	0	25	0	70	95
Other, non-family households	10	0	0	45	55	0	10	0	0	10
Total need by income	410	95	245	130	880	34	80	30	160	304

Table 11 – Crowding Information – 1/2

Data Source: 2016-2020 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source:
Comments:

Describe the number and type of single person households in need of housing assistance.

The total number of households in Porterville during this time is 17,650, with a median income of \$55,785. Of these households, nearly 19% householders live alone (single person households):

- Householder living alone are most likely to be 65 years and over (8.5% of all occupied housing units), compared to those between 35 to 64 years old (7.8%) and those 15-34 years old (2.7%)
- The number of single person male households totals 1,552 (8.8%); 527 of these male alone households are individuals that are 65 years and older. Male full-time, year-round workers had median earnings of \$440,504.
- The number of single person female households is 1,791 (10.1%); 976 of these female alone households are individuals 65 years and older. Female full-time, year-round workers had median earnings of \$31,800.
- 50% of householders living alone are homeowners; 50% are renters.

Single person households are likely to be female. Nearly 55% single female households are individuals 65 years and older. They are more likely to be in a lower income bracket and experiencing a housing cost burden.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

The Central California Family Crisis Center (CCFCC) is a multi-cultural organization that offers numerous programs and services to meet the needs of individuals and families who have experienced domestic violence, human trafficking, homelessness, and housing instability. During the 2024 calendar year, 79 individuals (39 adults and 40 children) were served in the emergency shelter program for those fleeing domestic violence. Of these individuals, nearly 71% identified as female and 29% identified as male. Approximately 37% of those receiving shelter services were between the ages of 25-54. About 23% of persons served identified as having a mental health disorder and 19% identified as having a chronic health condition. 59% of households entered into shelter from another temporary housing situation (i.e. staying or living in a family member or friend's room, apartment, or house) and a third of the households reported no income when entering shelter. CFCC tracks exit destinations, and 54% of persons exiting shelter exiting to a "positive" or "permanent" living situation. These permanent living situations were more likely to be living with family (72%), compared to moving into a rental by client (10%) or ownership situation (0%). Exit destination data reflects the need for permanent housing options that meet the unique needs of households exiting shelter from fleeing a domestic violence situation. Households entering shelter are underemployed and/or lack income needed to cover housing costs. Additionally, CFCC reports these households are more likely to have children with complex health or developmental needs that require more at-home care, which can limit the head of household's ability to quickly and adequately increase income enough to live independently. Permanent housing options that offer subsidized rent and supportive services would address these unique challenges. Subsidized rent and support services would also benefit those living with disabilities. The American Community Survey (ACS) estimates that 11.2% of the population in Porterville has a disability, compared to a national average of 13.4%. Additionally, 40% of Porterville residents with a reported disability are 65 years of age and over. Housing to accommodate an aging population with disabilities needs to be considered.

What are the most common housing problems?

The most common housing problem in the City of Porterville continues to be housing affordability. Cost burden among extremely low-low income households is most prevalent, especially among renters: 63% of households that are severely cost burdened are extremely low income. 56% owners that are severely cost burdened are considered extremely low income. Additionally, national data highlights the lack of affordable and ADA-compliant housing. In "The State of the Nation's Housing" 2022 report, it's reported that a "vast majority of US homes lack

basic accessibility features – such as no-step entryway and grab bars in the bathroom – that older adults and people with disabilities often need to live safely in their homes.”

Are any populations/household types more affected than others by these problems?

Renter households with worst-case housing needs are those with very low incomes that do not receive government housing assistance and pay more than one-half of their incomes toward rent, those that live in severely inadequate conditions, or both. This population of residents faces the greatest risk of becoming homeless or having unstable housing. The greatest housing needs in Porterville exist among renters, particularly those with incomes at or below 30% of AMI. Households that can have worst-case needs are households that are renters, have very low incomes (incomes that are no more than 50 percent of AMI), and do not receive housing assistance. Two types of priority problems determine whether households have worst-case needs: 1. Severe rent burden means that a renter household pays more than one-half of its income for gross rent (rent and utilities); and 2. Severely inadequate housing refers to units having one or more serious physical problems related to heating, plumbing, and electrical systems or maintenance. ("Worst Case Housing Needs, 2019 Report to Congress" U.S. Department of Housing and Urban Development, Office of Policy Development and Research)

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

The McKinney-Vento Act, which later became part of the No Child Left Behind Act (NCLB), mandates protections and services for homeless children and youth, including those with disabilities. The 2004 reauthorization of IDEA also includes amendments that reinforce timely assessment, inclusion, and continuity of services for homeless children and youth with disabilities.

McKinney-Vento Definition of Homelessness is anyone who lacks a fixed, regular, and adequate nighttime residence, including:

- Sharing the housing of others due to lack of housing, economic hardship, or similar reason
- Living in motels, hotels, trailer parks, and camping grounds due to a lack of adequate alternative accommodations
- Living in emergency or transitional shelters
- Abandoned in hospitals

- Awaiting foster care placement
- Living in a public or private place not designed for humans to live
- Living in cars, parks, abandoned buildings, public train stations, etc.
- A migrant child who qualifies under any of the above

The major causes of homelessness for children in the U.S. involve both structural and individual factors, including:

- the nation's persistently high rates of poverty for families;
- a lack of affordable housing across the nation;
- continuing impacts of the Great Recession;
- racial disparities in homelessness;
- the challenges of single parenting; and
- the ways in which traumatic experiences, especially domestic violence, precede and prolong homelessness for families.

"America's Youngest Outcasts - A Report on Child Homelessness" American Institutes for Research, 2014.

Homelessness can have a tremendous impact on children – their education, health, sense of safety, and overall development. Fortunately, researchers found that children are also highly resilient. Differences between children who have experienced homelessness and low-income children who have not experienced homelessness typically diminish in the years following a homeless episode.

When compared to low-income and homeless families, children experiencing homelessness have been shown to:

- Have higher levels of emotional and behavioral problems;
- Have increased risk of serious health problems;
- Are more likely to experience separations from their families; and
- Experience more school mobility, repeat a grade, are more likely to be expelled or drop out of school, and have lower academic performance.

"National Alliance to End Homelessness"

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Estimates of the at-risk population were made based on various information sources. Census, ACS, CHAS, and Point-in-Time Homeless data are used when available. Information from agencies providing at-risk services was requested based on current program usage.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Housing cost burden continues to be a primary risk for low-income individuals and families with children at risk of experiencing homelessness. The National Alliance to End Homelessness states that "low-income households are typically unemployed or underemployed due to many factors, such as a challenging labor market, limited education, a gap in work history, a criminal record, unreliable transportation or unstable housing, poor health, or a disability. For those who are low-income but employed, wages have been stagnant and have not kept pace with expensive housing costs. The typical American worker has seen little to no growth in his/her weekly wages over the past three decades. Too little income combined with the dwindling availability of low-cost housing leaves many people at risk for becoming homeless."

Other than income, some other characteristics can also predispose an individual or household to homelessness, including:

- Persons leaving institutions: detox, mental hospitals, prisons, etc.
- Households paying more than 50% of income for housing costs
- Victims of domestic violence
- Special needs populations (persons with AIDS, disabilities, drug or alcohol addiction, etc.)
- Single parent head of households who are unemployed
- People who are doubling up in unstable living arrangements (and cannot be counted as homeless)
- Families living below the poverty level

Households that exhibit one or more of these characteristics constitute a population that is "at-risk" of becoming homeless. These individuals and families are at risk of becoming homeless because they have a lesser chance of making economic improvements in their lives.

Discussion

Housing is out of reach. There is a significant gap between renters' wages and the cost of rental housing across the United States. A full-time worker needs to earn an hourly wage of \$47.38 on average to afford a modest, two-bedroom rental home in the state of California. This "Housing Wage" for a two-bedroom home is \$40.13 higher than the federal minimum wage of \$7.25 and

\$31.38 higher than the California minimum hourly wage of \$16.28 (non-tipped workers) earned by renters. Renters with the lowest incomes face the greatest challenge in finding affordable housing. **The average minimum wage worker in California must work 96 hours per week to afford a modest one-bedroom rental home at the average fair market rent.** A full-time worker needs to earn an hourly wage of \$38.26 to afford a one-bedroom rental home. Many occupations do not earn enough annually to afford housing. The median hourly wage for the following positions reflects the shortfall:

- Waiters and waitresses - \$17.08
- Fast food and counter workers - \$17.32
- Cashiers - \$17.33
- Retail salespersons - \$17.85
- Customer service representatives - \$22.69
- Office clerks - \$22.72
- Maintenance and repair workers - \$25.08

"Out of Reach 2024" National Low Income Housing Coalition

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

CDBG entitlement communities are to provide an assessment for each of the disproportionately greater needs identified below. For this purpose, disproportionately greater need exists when the percentage of persons in a category of need who are members of a particular racial or ethnic group is at least 10 percentage points higher than the percentage of persons in category as a whole. Although the purpose of these tables is to analyze the relative level of need for each race and ethnic category, the data also provides information for the City of Porterville that can be useful in describing the overall need.

Income Category

- Extremely low-income: below 30% HAMFI
- Very low-income: 30% - 50% HAMFI
- Low income: 50% - 80% HAMFI
- Low- and middle-income: 100% HAMFI
- Upper income: 100% HAMFI

The most relevant thresholds are 50% and 80% of HAMFI because most HUD programs base eligibility on these thresholds (which are generally referred to as "very low-income" and "low-income," respectively).

Housing Problems

There are four housing problems in the Comprehensive Housing Affordability Strategy data:

- The housing unit lacks complete kitchen facilities
- The housing unit lacks complete plumbing facilities;
- Household is overcrowded
- Household is cost-burdened.

A household is said to have a housing problem if they have one or more of these four problems. Overcrowding is one of the four housing problems evaluated by HUD.

HUD defines overcrowding as:

- Overcrowding - More than one person per room.
- Severe overcrowding - More than 1.5 persons per room.

HUD defines cost burden as:

- Cost burden - Monthly housing costs (including utilities) exceeding 30% of monthly income.
- Severe cost burden - Monthly housing costs (including utilities) exceeding 50% of monthly income.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,535	405	180
White	605	140	145
Black / African American	0	0	0
Asian	30	30	0
American Indian, Alaska Native	24	0	0
Pacific Islander	0	0	0
Hispanic	1,850	235	35

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,100	440	0
White	450	175	0
Black / African American	50	0	0
Asian	70	10	0
American Indian, Alaska Native	0	15	0
Pacific Islander	0	0	0
Hispanic	1,500	230	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,880	1,385	0
White	575	505	0
Black / African American	0	0	0
Asian	85	4	0
American Indian, Alaska Native	0	20	0
Pacific Islander	15	0	0
Hispanic	1,205	855	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	600	1,065	0
White	340	465	0
Black / African American	0	20	0
Asian	20	110	0
American Indian, Alaska Native	4	0	0
Pacific Islander	0	0	0
Hispanic	245	470	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

At income levels between 0 and 30% of Area Median Income (AMI), 81% of all residents reported having one or more of the four housing problems. Within this bracket, American Indian/Alaskan Native residents have a disproportionately higher percentage of housing problems compared to the population as a whole, with 100% of these households experiencing one or more of the four housing problems.

At income levels between 30 and 50% AMI, approximately 58% of all residents have one or more of four housing problems. Within this bracket, Asian residents and Pacific Islander residents have a disproportionately higher percentage of housing problems compared to the population as a whole, with 96% and 100% of these households experiencing one or more of the four housing problems, respectively.

For income levels at 50 to 80% AMI, 36% of all residents report one or more of the four housing problems. Within this bracket, American Indian/Alaskan Native residents have a disproportionately higher percentage of housing problems compared to the population as a whole, with 100% of these households experiencing one or more of the four housing problems.

The data also reveals that extremely low-income (0-30% of Area Median Income) and low-income (31-50% of Area Median Income) households are significantly more likely to encounter at least one housing problem, such as cost burden, overcrowding, or substandard housing conditions. These income groups face the greatest challenges in accessing affordable, safe, and adequate housing, underscoring the need for targeted interventions to address their specific housing needs. These households are at a higher risk of experiencing homelessness and may have difficulty affording necessities such as food, clothing, transportation, and medical care.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

A disproportionately greater need exists when the members of a racial or ethnic group at a given income level experience housing problems at a greater rate (10% or more) than the income level as a whole.

Severe housing problems include:

- Overcrowded households with 1.5 persons per room, not including bathrooms, porches, foyers, halls, or half-rooms
- Households with cost burdens of more than 50% of income

The "2019 County Health Ranking Key Report" by the Robert Wood Johnson Foundation found that "many households are just one unforeseen event – an illness, job loss, financial crisis, or even a drop-in hour at work – from losing their home. The risk for homelessness is especially high for low-income families spending more than half of household income on housing costs. Families that face insecure housing, forced moves, or homelessness are more likely to experience poor mental or physical health and preventable hospitalizations. For children in these families, experiencing homelessness can also be harmful to brain and body function and development, with lifelong and cumulative negative health outcomes for the child, the family, and the community."

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,400	545	180
White	545	195	145
Black / African American	0	0	0
Asian	30	30	0
American Indian, Alaska Native	24	0	0
Pacific Islander	0	0	0
Hispanic	1,775	315	35

Table 17 – Severe Housing Problems 0 - 30% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,205	1,335	0
White	180	450	0
Black / African American	0	50	0
Asian	60	20	0
American Indian, Alaska Native	0	15	0
Pacific Islander	0	0	0
Hispanic	955	775	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	870	2,390	0
White	205	870	0
Black / African American	0	0	0
Asian	35	60	0
American Indian, Alaska Native	0	20	0
Pacific Islander	15	0	0
Hispanic	615	1,440	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	265	1,400	0
White	195	610	0
Black / African American	0	20	0
Asian	0	130	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	75	640	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

At income levels between 0 and 30% of Area Median Income (AMI), **nearly 77% of all residents reported having one or more of the four severe housing problems.** Within this bracket, American Indian/Alaskan Native residents have a disproportionately higher percentage of severe housing problems compared to the population as a whole, with 100% of these households experiencing one or more of the four severe housing problems. This is the same percentage for this population experiencing housing problems.

At income levels between 30 and 50% AMI, approximately 47% of all residents have one or more of four severe housing problems. Within this bracket, Asian residents have a disproportionately higher percentage of severe housing problems compared to the population as a whole, with 75% of these households experiencing one or more of the four severe housing problems, respectively.

For income levels at 50 to 80% AMI, 19% of all residents report one or more of the four severe housing problems. Within this bracket, American Indian/Alaskan Native residents have a disproportionately higher percentage of severe housing problems compared to the population

as a whole, with 100% of these households experiencing one or more of the four severe housing problems.

The data also reveals that **extremely low-income** (0-30% of Area Median Income) and **low-income** (31-50% of Area Median Income) households are significantly more likely to encounter **at least one severe housing problem**, such as cost burden, overcrowding, or substandard housing conditions. These income groups face the greatest challenges in accessing affordable, safe, and adequate housing, underscoring the need for targeted interventions to address their specific housing needs. These households are at a higher risk of experiencing homelessness and may have difficulty affording necessities such as food, clothing, transportation, and medical care.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

This section evaluates the housing cost burden from a racial or ethnic group perspective. Cost burden is the fraction of a household's total gross income spent on housing costs. For renters, housing costs include rent paid by the tenant plus utilities. For homeowners, housing costs include mortgage payments, taxes, insurance, and utilities.

A disproportionately greater need exists when the members of a racial or ethnic group at an income level experience housing problems at a greater rate (10% or more) than the income level as a whole.

HUD defines cost-burdened families as those “who pay more than 30 percent of their income for housing” and “may have difficulty affording necessities such as food, clothing, transportation, and medical care.” Severe rent burden is defined as paying more than 50 percent of one’s income on rent. The tables display cost burden information for Porterville and each racial and ethnic group.

Cost Burden is described in the tables as:

- No cost burden (less than 30%)
- Cost burden (30-50%)
- Severe cost burden (more than 50%)
- No/negative income. No/negative income households are those whose income is zero or negative due to self-employment, dividends, and net rental income. These households are not included in the other two categories but still require housing assistance and are counted separately.

With the cost of housing on the rise, researchers are reexamining the 30-percent rule of thumb for measuring rental burden. HUD defines cost-burdened families as those “who pay more than 30 percent of their income for housing” and “may have difficulty affording necessities such as food, clothing, transportation, and medical care.” Severe rent burden is defined as paying more than 50 percent of one’s income on rent.

The 30-percent rule — that a household should spend no more than 30 percent of its income on housing costs — has long been accepted in academic circles and is often included in blogs and websites on family budgeting. A recent Business Week article, however, argues that the 30-percent rule is “nearly useless.” The authors suggest that calculating housing cost burden using

only income ratios oversimplifies the issue of housing affordability. Frank Nothaft, chief economist at Freddie Mac, is quoted in the article as saying, “If your income is \$500,000 a year, you can pay 40 percent and still have money left. But if your income is \$20,000 a year, it will be hard to make ends meet if you’re paying 30 percent of your income on rent.”

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	9,720	3,060	3,795	190
White	4,100	990	975	145
Black / African American	85	50	0	0
Asian	520	90	115	0
American Indian, Alaska Native	35	4	24	0
Pacific Islander	0	0	15	0
Hispanic	4,800	1,885	2,635	40

Table 21 – Greater Need: Housing Cost Burdens AMI

Data 2016-2020 CHAS
Source:

Discussion:

National data underscores that lower-income households are significantly more likely to be burdened by housing costs. According to the U.S. Department of Housing and Urban Development (HUD), in 2017, **89% of extremely low-income renter households were moderately or severely cost-burdened, spending more than 30% of their income on housing.** This burden decreases with higher income levels: 83% of very low-income, 54% of low-income, 20% of moderate-income, and 6% of high-income households faced similar cost burdens. Racial disparities further exacerbate this issue. A 2023 report by the National Low Income Housing Coalition reveals that the median wage of a full-time White worker surpasses the one-bedroom Housing Wage by \$2.23. In contrast, Black and Latino workers fall short by approximately \$0.73 and \$1.84, respectively. The disparity is more pronounced among women of color: Black and Latina female workers earn median wages that are \$3.96 and \$5.47 less than the one-bedroom Housing Wage, respectively. **These statistics highlight that both lower-income and minority households are disproportionately affected by housing cost burdens, underscoring the need for targeted policies to address these inequities.**

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

The data shows that **extremely low-income** (0-30% of Area Median Income) and *low-income* (31-50% of Area Median Income) households are significantly more likely to encounter **at least one severe housing problem**, such as cost burden, overcrowding, or substandard housing conditions. Specifically, severe housing problems are more likely experienced by Porterville residents who identify as Hispanic, Asian, or Pacific Islander and are very low-income to moderate-income than the overall population. These income groups face the greatest challenges in accessing affordable, safe, and adequate housing, underscoring the need for targeted interventions to address their specific housing needs. These households are at a higher risk of experiencing homelessness and may have difficulty affording necessities such as food, clothing, transportation, and medical care.

If they have needs not identified above, what are those needs?

In general, severe housing problems are more likely experienced by Porterville residents who identify as Hispanic, Asian, or Pacific Islander and are very low-income to moderate-income than the overall population.

Additional needs may include:

- More outreach to the Hispanic community on Fair Housing Choice.
- More outreach to the rental agencies and property managers on Fair Housing Choice.
- Additional supports to ensure that these renters and homeowners have access to resources and funding for to ease cost burden, overcrowding, and address substandard living conditions.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

To assist communities in identifying **racially/ethnically-concentrated areas of poverty (R/ECAPs)**, HUD has developed a census tract-based definition of R/ECAPs. The definition involves a racial/ethnic concentration threshold and a poverty test. The racial/ethnic concentration threshold is straightforward: R/ECAPs must have a non-white population of 50 percent or more. Regarding the poverty threshold, Wilson (1980) defines neighborhoods of extreme poverty as census tracts with 40 percent or more of individuals living at or below the poverty line. HUD supplements this with an alternate criterion because overall poverty levels are substantially lower in many parts of the country. Thus, a neighborhood can be a R/ECAP if it has

a poverty rate that exceeds 40% or is three or more times the average tract poverty rate for the metropolitan/micropolitan area, whichever threshold is lower. **There currently are no R/ECAPs in the City of Porterville in mapping provided by HUD Open Data.**

NA-35 Public Housing – 91.205(b)

Introduction

The Housing Authority of the County of Tulare (HATC) programs are funded by various types of agencies that include the U.S. Department of Housing and Urban Development (HUD), the U.S. Department of Agriculture (USDA), the Tax Credit Allocation Committee of the State Treasurer's Office (LIHTC), California's Rental Housing Construction Program (RHCP), HOME, City Redevelopment Agencies (RDA) as well as other local agencies. HATC is also a current participant of the Moving to Work (MTW) Demonstration Program since its inception in 1999. This demonstration is an effort by HUD to facilitate program innovations that work towards enhancing the efficacy of Public Housing Authorities (PHAs). HATC has capitalized on the organizational and procedural flexibilities gained through its participation in the MTW Demonstration Program to become a more effective and efficient agency.

In support of furthering HATC's mission, the Housing Authority administers Special Purpose Vouchers (SPV), a type of Housing Choice Voucher (HCV) program administered by PHAs. When utilized strategically and collaboratively with Continuums of Care (CoCs) and other partners, these programs provide unique opportunities to target rental assistance resources to specific populations to advance a community's plan to end homelessness, support a community's equity outcomes, and create ways to meaningfully engage with people with lived experience of homelessness and involvement with various systems. Among those SPVs are Emergency Housing Choice Vouchers (EHV), Veteran Affairs Supportive Housing (HUD-VASH), Mainstream Vouchers (MVP), and Foster Youth Vouchers (FYI). These Special Purpose Vouchers allocation is separate from our MTW contract, but listed to provide a full scope of HATC's program portfolio.

All programs are handicap accessible. Reasonable accommodations may be requested and will be reviewed on a case-by-case basis.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	2	703	2,261	11	2,250	0	0	0

Consolidated Plan

PORTERVILLE

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Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	19,015	21,961	19,146	21,733	19,134	0	0
Average length of stay	0	4	4	2	0	2	0	0
Average Household size	0	5	3	3	4	3	0	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	96	278	0	278	0	0
# of Disabled Families	0	0	88	459	2	457	0	0
# of Families requesting accessibility features	0	2	703	2,261	11	2,250	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	2	673	2,108	11	2,097	0	0	0
Black/African American	0	0	18	111	0	111	0	0	0
Asian	0	0	9	35	0	35	0	0	0
American Indian/Alaska Native	0	0	1	1	0	1	0	0	0
Pacific Islander	0	0	2	6	0	6	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	2	587	1,447	10	1,437	0	0	0
Not Hispanic	0	0	116	814	1	813	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Section 504 of the Rehabilitation Act of 1973 is a federal law, codified at 29 U.S.C. § 794, that prohibits discrimination based on disability in federally-assisted programs or activities. Specifically, Section 504 states, "No otherwise qualified individual with a disability in the United States. ...shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, service or activity receiving federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." This means that Section 504 prohibits discrimination based on disability in any program or activity that receives financial assistance from any federal agency, including HUD, as well as in programs conducted by federal agencies, including HUD.

An individual with a disability is any person who has a physical or mental impairment that substantially limits one or more major life activities. The term physical or mental impairment may include, but is not limited to, conditions such as visual or hearing impairment, mobility impairment, HIV infection, developmental disabilities, drug addiction, or mental illness. In general, the definition of "person with disabilities" does not include current users of illegal controlled substances. However, individuals would be protected under Section 504 (as well as the ADA) if the purpose of the specific program or activity is to provide health or rehabilitation services to such individuals. The term major life activity may include: seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, speaking, or working. This list is not exhaustive. Section 504 also protects persons who have a record of such impairment or are regarded as having such an impairment.

All programs are handicap accessible. Reasonable accommodations may be requested and will be reviewed on a case-by-case basis.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

Low-income families face significant challenges in meeting basic needs such as access to nutritious food, reliable transportation, and jobs that pay a living wage. Approximately 17.7% of Porterville's population lives below the poverty line, highlighting the prevalence of economic hardship. Food costs in Porterville are higher than the national average, exacerbating food insecurity among low-income residents. High food costs along with limited access to nutritious food often forces reliance on convenience stores, thereby exacerbating food insecurity and associated health issues. Transportation costs are also higher than average, further straining household budgets. Inadequate public transit systems and low vehicle ownership rates in

impoverished communities make it difficult to access employment opportunities, healthcare, and essential services.

How do these needs compare to the housing needs of the population at large

The challenges of housing cost burden impact almost all families, regardless of the income level. Housing cost burdens impact middle-income families who have a more significant challenge saving for emergencies and maintaining their home or saving for homeownership. Households with a high-cost burden, regardless of income, are at a greater risk of losing their housing.

Discussion

Public housing authority tenants often face multiple challenges that extend beyond the need for affordable rent. Many residents have **low or fixed incomes**, making it difficult to afford essentials like food, healthcare, and transportation. According to HUD, over 50% of public housing households are headed by elderly or disabled individuals, highlighting the need for accessible housing, supportive services, and healthcare access. Reliable transportation is also a significant issue, as many public housing developments are located in areas with limited public transit options, **making it harder for tenants to access jobs, education, and medical care**. Additionally, safety and community services are key concerns, with many residents advocating for improved security measures, youth programs, and workforce development initiatives. With more than 1.7 million Americans living in public housing, **addressing these needs through expanded social services, better infrastructure, and economic opportunities is essential** to improving the quality of life for public housing residents.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The City of Porterville is closely involved with the Kings/Tulare Homeless Alliance (KTHA), which serves as the local Continuum of Care on Homelessness. A Continuum of Care (CoC) is a geographically based group of representatives that carries out the planning responsibilities of the CoC Homeless Assistance Program. These representatives come from organizations that provide services to people experiencing homelessness.

When possible, the City's programs designed to serve homeless persons are coordinated with KTHA. There are several ongoing efforts that the City and KTHA are involved in as collaborative partners. These collaborations include:

- Monthly KTHA Membership Meetings
- Tulare County Task Force on Homelessness
- Emergency Shelter/Bridge Housing Project
- Local Initiatives Navigation Center (LINC)
- Annual Point in Time Count (PIT Count)

The PIT Count is a critical tool used to measure homelessness in communities across the United States. Data from this annual census is used to assess the scope of homelessness, understand demographics and trends, evaluate progress in addressing housing instability, and inform policy and funding decisions. However, due to the nature of a one-night count, the limitations should also be noted. It is understood that a one-night point in time count has limitations and in any given year may under-count or over-count the homeless population when compared to data collected over a more extended period of time or at other periodic intervals. The greatest value of the PIT Count is that it is an unduplicated count of both sheltered and unsheltered persons experiencing homelessness on one night. Decreases or increases in the number of persons counted from year to year may indicate a change in the homeless population or external circumstances or both. PIT data included in this plan reflects the number of people experiencing homelessness on the night of January 22, 2024.

Because of the limitations of PIT Count Data, data pulled from the CoC's Coordinated Entry System has also been included in the Homeless Needs Assessment. The Coordinated Entry System (CES) is a streamlined approach used by communities to assess, prioritize,

and connect people experiencing or at risk of homelessness to the most appropriate housing and services. Mandated by HUD for CoC programs, CES standardizes the access and assessment process, ensuring that resources are allocated based on vulnerability and need rather than a first-come, first-served basis. The goal is to improve efficiency, fairness, and transparency in how homeless assistance is provided.

Although the City's CDBG funding is limited to public services for applicable programs, a high priority is given to the need of providing permanent support housing (PSH), emergency shelters and transitional housing, as well as, substance abuse treatment, case management, mental health care, life skills training, etc. through collaboration with the KTHA and its members. Being an active participant in the KTHA, the City plays an important part in the strategic planning for the organization and for applications for funding resources. The City continues to support the efforts of the KTHA and the operators of projects serving those experiencing homelessness such as the Central California Family Crisis Center, Turning Point of Central California, Tulare County Health & Human Services Agency, Westcare, Community Services and Employment Training (CSET), Uplift Families, and other such providers that either provide vouchers or adequate facilities to meet the emergency and transitional housing needs of the homeless and those threatened with homelessness.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	17	3	117	109	95	86.9
Persons in Households with Only Children	0	0	2	2	2	13.5
Persons in Households with Only Adults	41	238	846	526	673	413.8
Chronically Homeless Individuals	5	97	537	346	404	400.3

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Chronically Homeless Families	0	2	13	12	12	133.2
Veterans	0	13	27	16	21	445.3
Unaccompanied Child	0	0	2	2	2	13.5
Persons with HIV	0	4	6	4	5	153.3

Table 26 - Homeless Needs Assessment

Alternate Data Source Name:
Point In Time Count - Porterville 2024

Data Source Comments: See attached 2024 PIT results for Porterville

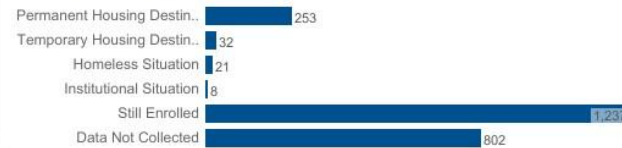


CES by County

Active

1,132 Cases
1,458 Clients

Exit Outcomes



Program Name
Tulare County Coordin...

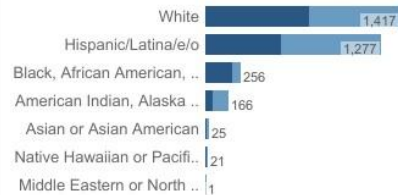
Begin Date
1/1/2024

End Date
12/31/2024

Closed

874 Cases
1,116 Clients

Race



Gender



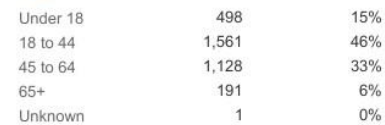
Veteran Status



Family Type



Age



Disabling Conditions



Average Days Enrolled

284.0 Days

Coordinated Entry System by County

2024 Tulare County: Porterville

	Clients		% of Clients	
Total Count	Adults	292	94%	
	Children	17	6%	
	Unknown	0	0%	
	Grand Total	309		
Household Composition	Households		Clients	
	Without Children	276	279	
	With Children and Adults	11	30	
Unaccompanied/ Parenting Youth (up to age 24)	Households		Clients	
	Unaccompanied youth	22	22	
	Parenting youth	0	0	
Chronically Homeless	Households		Clients	
	No	183	201	
	Yes	103	106	
Gender*	Clients		% of Clients	
	Male	195	63%	
	Female	111	36%	
	Transgender	1	0%	
	Gender Non-Conforming	0	0%	
	Non-Binary	0	0%	
	Questioning	1	0%	
	Culturally Specific Identity	0	0%	
	Other/Not Listed	0	0%	
Age Group	Clients		% of Clients	
	0-17	17	6%	
	18-24	24	8%	
	25-34	39	13%	
	35-44	79	26%	
	45-54	72	23%	
	55-64	55	18%	
	65-69	19	6%	
	70+	4	1%	
Race*	Clients		% of Clients	
	American Indian/ Alaskan Native	31	10%	
	Asian	4	1%	
	Black/African American	13	4%	
	Hispanic/Latino	162	52%	
	Native Hawaiian/Other Pacific Islander	5	2%	
	Middle Eastern	1	0%	
	White	146	47%	
	Unknown	9	3%	
Tribal Affiliation (Adults Only)	Clients		% of Clients	
	No	205	70%	
Currently Fleeing Domestic Violence (Adults Only)	Clients		% of Clients	
	No	222	76%	
	Yes	45	15%	
Sexual Orientation (Adults Only)	Clients		% of Clients	
	Bisexual	4	1%	
	Gay	3	1%	
	Lesbian	1	0%	
	Questioning	1	0%	
	Straight/Heterosexual	214	73%	
	Two Spirit	0	0%	
	Other/Not Listed	0	0%	
	Unknown	69	24%	

	Clients		% of Clients	
Place Slept Last Night	Emergency Shelter	50	16%	
	Transitional Housing	8	3%	
	Street	251	81%	
Location (County)	Clients		% of Clients	
Veteran (Adults only)	Within Kings County	0	0%	
	Within Tulare County	309	100%	
Times Homeless (Adults Only)	Clients		% of Clients	
	Once/First Time	134	46%	
Disabling Condition	Twice or More	130	45%	
	Unknown	28	10%	
	Clients		% of Clients	
Barriers				
	No	164	53%	
	Yes	136	44%	
Reason for Homeless (Street Survey/Adults Only)	Unknown	9	3%	
	Clients		% of Clients	
	HIV/AIDS	4	1%	
Benefits* (Adults Only)	Mental Illness	124	40%	
	Substance Abuse	127	41%	
	Clients		% of Clients	
	Aged out of Foster Care	2	1%	
	Argument	26	12%	
	Divorce	19	8%	
	Domestic Violence	6	3%	
	Drugs or Alcohol	8	4%	
	Eviction	14	6%	
	Foreclosure	4	2%	
	Hospital Discharge	1	0%	
	Jail or Prison	5	2%	
	Lost Benefits	2	1%	
	Medical Condition	8	4%	
	Mental Health	16	7%	
Benefits* (Adults Only)	No Affordable Housing	33	15%	
	Pets Not Allowed	1	0%	
	Substandard Housing	2	1%	
	Unemployment	51	23%	
	Other	19	8%	
	Refused	7	3%	
	Clients		% of Clients	
	SNAP	153	52%	
	SSI	32	11%	
	SSDI	12	4%	
	GA	9	3%	
	Earned Income	10	3%	
	TANF	19	7%	
	Social Security	5	2%	
	Pension	3	1%	
	Child Support	1	0%	
	VA Disability Service	3	1%	
	Medi-Cal	120	41%	
	Unemployment	9	3%	
	Workers Compensation	0	0%	
	Other	3	1%	
	Alimony	0	0%	
	None	51	17%	
	Refused/Unknown	33	11%	

*can identify with one or more response

2024 PIT Summary - Porterville

Indicate if the homeless population Has No Rural Homeless
is:

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

The Point in Time Count from 2024 reports the following data from Porterville:

- 309 individuals were surveyed as experiencing homelessness on a single night in January.
- Of those surveyed, 276 households were without children; 11 households presented with children and adults; there were no children only households.
- There were 106 individuals meeting the definition of chronically homeless.
- 4% of those surveyed were veterans.
- 44% responded “yes” to having a disabling condition.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	0	0
Black or African American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Pacific Islander	0	0
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	0	0
Not Hispanic	0	0

Data Source

Comments:

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

A Coordinated Entry System (CES) is a standardized, community-wide process required by the U.S. Department of Housing and Urban Development (HUD) to ensure that people experiencing homelessness are assessed, prioritized, and connected to appropriate housing and services as efficiently as possible. CES is designed to streamline access to homeless assistance resources by using a common assessment tool to evaluate individuals' needs and vulnerability. The system prioritizes those with the most severe needs, such as chronically homeless individuals, people fleeing domestic violence, and those with disabilities, to ensure they receive housing and support services first. CES operates through a centralized or coordinated network, which can include hotlines, access points, or outreach teams, and it eliminates the "first-come, first-served" approach, ensuring fair and equitable access to limited resources. By improving efficiency, reducing duplication of services, and ensuring that assistance is targeted effectively, Coordinated Entry plays a crucial role in helping communities work toward reducing and ultimately ending homelessness.

For Tulare County, the number of veterans accessing services through the Coordinated Entry System (CES) from January 1,2024 – December 31,2024 was 74; this was 3% of all persons moving through CES.

For Tulare County, the number of families accessing services through the Coordinated Entry System (CES) from January 1,2024 – December 31,2024 was 701, compared to 1,538 single member households during this same time period.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Professionals in the homeless response system often observe inequities in housing support and services for individuals experiencing homelessness. These racial, ethnic, and gender disparities within the care system can be traced back to the long-lasting impacts of centuries of institutional racism.

The Kings Tulare Homeless Alliance has issued the following statement on their website:

“There is an overrepresentation of Black, American Indian/Native American, Hispanic/Latina/e/o, Asian, Alaska Native, and Pacific Islander individuals disproportionately impacted within the homeless response system in Kings and Tulare Counties. The Alliance acknowledges the urgency to reduce homelessness by expanding the developing local capacity to address immediate homelessness challenges through a best practice framework and equitable efforts using a racial equity lens.”

As a part of this commitment to creating strategies that address racial disparities within the homeless response system, KTHA has created a racial equity dashboard that tracks data by race. Tracking data by race helps address racial disparities by providing a clear picture of how different racial and ethnic groups experience homelessness and access services. This data uncovers trends, such as overrepresentation or unequal outcomes, and allows stakeholders to identify systemic barriers or biases. With this information, programs can develop targeted interventions, allocate resources more equitably, and ensure policies are inclusive and effective in reducing disparities.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Unsheltered Homeless refers to the segment of a homeless community who do not have ordinary lawful access to buildings in which to sleep, as referred to in the HUD definition as persons occupying "place not meant for human habitation", (examples: bus stop, parks, riverbed, van, RV, sidewalk).

Sheltered Homeless refers to those in an emergency shelter, in transitional housing, or who are exiting an institution where they temporarily reside and are lacking a fixed nighttime residence. People will be considered homeless if they are exiting an institution where they resided for up to 90 days. People who are losing their primary nighttime residence which may be a motel, hotel or a doubled-up situation within 14 days and lack resources or support networks to remain in housing, are also considered homeless.

On the night of January 22, 2024, 309 people were counted in the annual PIT census. Of these individuals, 81% slept in a place not meant for human habitation (unsheltered), 16% slept in an emergency shelter, and 3% slept in transitional housing. Fifteen percent (15%) of those experiencing homelessness were fleeing domestic violence.

Additional information reported in the PIT include:

- Most common reason for homelessness was “unemployment” (23%)
- 41% of respondents identified substance abuse as a barrier to housing, while 40% of respondents identified mental illness
- 4% of respondents identified as having veteran status
- 44% of respondents identify as having a disabling condition
- 56% of households qualify as chronically homeless, meaning they have met strict criteria established by HUD.

Discussion:

The City of Porterville supports and collaborates with local service providers, through the KTHA, to assist homeless individuals and families. KTHA develops funding priorities for the various funding sources that come through them as they serve as the local Continuum of Care on Homelessness. Funding priorities concentrate on supporting existing projects that support the Housing First model, Permanent Supportive Housing (PSH), Bridge Housing, Navigation Centers, Emergency Shelters, Housing Navigators and other programs that help individuals experiencing housing move from an unhoused situation to permanent housing. The City of Porterville encourages continued collaboration with local partners to expand these critical services and ensure that funding is strategically directed to programs with the greatest impact. By strengthening partnerships and prioritizing innovative, data-driven solutions, the City remains committed to reducing homelessness and increasing access to safe, stable housing for all residents.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

Supportive housing is an innovative and proven solution to some of communities' toughest problems. It combines affordable housing with services that help people who face the most complex challenges to live with stability, autonomy, and dignity. People in supportive housing live more stable and productive lives. Residents of supportive housing are linked to intensive case management and voluntary, life-improving services like health care, workforce development, and child welfare. Supportive housing is permanent housing that has no time limit on residency assigned to it.

Supportive housing improves:

- Housing stability
- Employment
- Mental and physical health
- School attendance
- Engagement with behavioral health services

There are several populations of residents that would benefit from supportive housing in Porterville. These include elderly persons, persons with disabilities, persons with behavioral health needs, or persons with HIV/AIDS and their families.

Describe the characteristics of special needs populations in your community:

Elderly persons:

According to the U.S. Census Bureau's 2019-2023 American Community Survey 5-Year Estimates, 13.2% of Tulare County's population is aged 65 and over, and 4.6% of residents are over the age of 75.

- Nearly 33% of those aged 60 years or older in the City of Porterville have a disability.
- Nearly 25% of those aged 60 years or older in the City of Porterville are at or below 150% of the federal poverty level.

Elderly households have housing needs centered on maintaining affordable housing options. Many residents in this category also benefit from accessibility upgrades in their homes.

Persons with disabilities:

Federal nondiscrimination laws define a person with a disability to include any (1) individual with a physical or mental impairment that substantially limits one or more major life activities; (2) individual with a record of such impairment; or (3) individual who is regarded as having such an impairment.

In Porterville, 10.9% of the population has a disability; 22.5% of those with a reported disability are 65 years of age and over.

Types of Disabilities

- Hearing difficulty – 2.9%
- Vision difficulty – 2.2%
- Cognitive difficulty – 4%
- Ambulatory difficulty – 6.5%
- Self-care difficulty – 2.2%
- Independent living difficulty – 6%

Persons with Behavioral Health Needs

Individuals with behavioral health needs often require a holistic approach to support their well-being, as their challenges extend beyond mental health care alone. Access to behavioral health services, including therapy, medication management, and crisis intervention, is crucial for stability, yet many face barriers such as provider shortages, long wait times, and high costs. Reliable transportation is essential to ensuring they can attend medical appointments, therapy sessions, and access community resources. Stable and affordable housing is another critical need, as housing insecurity can exacerbate mental health conditions and make it difficult to adhere to treatment plans. Additionally, access to nutritious food plays a significant role in overall health and well-being, as poor nutrition can contribute to mood disorders and other physical health issues. Comprehensive support systems, including case management and peer support, are vital in helping individuals with behavioral health needs maintain stability and improve their quality of life.

Persons Living with HIV/AIDS

Although new HIV diagnoses have declined overall, disparities persist among racial/ethnic groups, gender, age, and transmission categories. Trans women of color are disproportionately affected by HIV. Of the new HIV diagnoses in 2022 in the state of California among transgender people, 83% were among Latinx and Black/African Americans and 98% were among trans women.

What are the housing and supportive service needs of these populations and how are these needs determined?

The non-homeless special needs populations in Porterville have a wide range of service needs, including transitional housing, supportive housing, accessible housing, counseling, case management, transportation to healthcare facilities, access to nutritional food and gainful employment. All special needs populations require individualized consideration. While many persons within the special needs population do not rely on governmental assistance, some do.

Elderly and frail elderly persons may require supportive housing options that help provide access to medical care, transportation, accessible housing, and case management.

Persons with disabilities (physical, developmental) may require support housing options that include group living arrangements, access to transportation, accessible housing, counseling, and case management.

Persons who have behavioral health needs may need supportive housing in a group living arrangement, access to transportation, access to health care, counseling services, and case management.

Persons with HIV/AIDS and their families: Porterville residents with HIV have a wide range of service needs, including transitional housing, supportive housing, accessible housing, counseling, case management, transportation to healthcare facilities, and employment.

There is a strong demand for more special needs housing and assistance to help these populations stay in stable environments. These residents are often low- and moderate-income persons or are experiencing homelessness. It's important to note that **many of these residents fall within two or more special needs categories, such as being elderly and having a physical disability**, increasing the need for supportive services and stable housing options.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

The HIV/AIDS EPIDEMIOLOGY AND HEALTH DISPARITIES IN CALIFORNIA report, released in 2022, was used to provide the following: From 2018 through 2022, both the annual number and rate of new HIV diagnoses remained relatively the same in California. Although new HIV diagnoses have declined overall, disparities persist among racial/ethnic groups, gender, age, and transmission categories. Trans women of color are disproportionately affected by HIV. Of the new HIV diagnoses in 2022 among transgender people, 83% were among Latinx and Black/African

Americans and 98% were among trans women. Overall, the number of new HIV diagnoses among transgender people has increased by 42 percent since 2018.

A remarkably consistent pattern emerged among each of the depicted Social Determinants of Health (SDH) factors such that increasing levels of disadvantage (e.g., lower income, education, health insurance coverage, etc.) were associated with both increased rates of infection and worse health outcomes. This suggests that effective approaches to reducing disparities in HIV infection rates and outcomes will require consideration of these social determinants of health. Adults living in census tracts with the highest poverty rates ($\geq 15\%$ of residents) were newly diagnosed at a rate three times (299%) higher than those in areas with the lowest poverty rates ($< 6\%$ of residents). Additionally, this group consisted of 6.5% fewer individuals linked to care and 3.6% fewer achieving viral suppression compared to those in lowest poverty areas.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

Not applicable

Discussion:

Non-homeless special needs populations, including the elderly, individuals with disabilities, those living with HIV/AIDS, and those with behavioral health needs, require a range of supportive services to maintain stability and quality of life. The elderly often need assistance with daily living activities, healthcare access, transportation, and social engagement to prevent isolation. Individuals with disabilities may require accessible housing, specialized healthcare, employment support, and mobility assistance. Those living with HIV/AIDS benefit from medical care, case management, access to nutritious food, and supportive housing to ensure treatment adherence and overall well-being. Individuals with behavioral health needs require access to mental health services, stable housing, reliable transportation, and social supports to promote recovery and independence. **Coordinated social services and community-based programs are essential in addressing these diverse needs.** The need for housing for people with special needs was identified for the City of Porterville as a part of the County Housing Element. The City plans to address this need by coordinating “with local service providers and agencies that operate assistance programs for low-income households to spread awareness of financial resources.” The city will work towards removing barriers for the development of transitional and supportive housing, emergency shelters, and low0barrier navigation centers, as well as residential care facilities.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The Public Facilities needs for the jurisdiction are ranked as follows:

1. Youth Centers
2. Senior Centers
3. Parks
4. Recreation facilities
5. Health Care Facilities
6. Community Centers
7. Child Care Centers

How were these needs determined?

The City conducts a Community survey on an annual basis to include the public in addressing the needs of the city. This survey is provided to the public via different methods, such as community outreach, public meetings, social media and placing of flyers at counters. Stakeholders are also encouraged to respond to the survey.

Describe the jurisdiction's need for Public Improvements:

Sidewalk improvements and accessibility improvements have been identified as the greatest public improvement needs.

How were these needs determined?

The City conducts a Community survey on an annual basis to include the public in addressing the needs of the city. Feedback was gathered from the community needs survey and community forums, where residents and stakeholders of the City provided input on community needs.

Describe the jurisdiction's need for Public Services:

From community surveys and stakeholder engagement, the top public service needs are mental health and substance use services, followed by homeless and domestic violence services.

How were these needs determined?

The City conducts a Community survey on an annual basis to include the public in addressing the needs of the city. Feedback was gathered from the community needs survey and community forums, where residents and stakeholders of the City provided input on community needs.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The Market Analysis aims to provide a clear picture of the environment in which the jurisdiction must administer its programs throughout the Consolidated Plan period. In conjunction with the Needs Assessment, the Market Analysis will provide the basis for the Strategic Plan and the programs and projects to be administered.

The Housing Market Analysis provides information on:

- Significant characteristics of Porterville's housing market in general, including the supply, demand, condition, and cost of housing
- Housing stock available to serve persons with disabilities and other special needs
- Condition and need of public and assisted housing
- A brief inventory of facilities, housing, and services to meet the needs of homeless persons
- Regulatory barriers to affordable housing
- Significant characteristics of the jurisdiction's economy

Porterville, lying along the foothills of the Sierras at an elevation of 455 feet, is located on State Highway 65, 165 miles north of Los Angeles, 171 miles east of the Pacific Coast. The City has a strategic central location to major markets and a ready access to major transportation routes. Porterville's economy is driven by agriculture, healthcare, retail, and education, reflecting its rural roots and regional importance. However, the area has higher poverty rates than the state average, emphasizing the need for economic diversification and affordable housing development.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

The United States needs more housing and more varied housing to meet households' needs throughout the country. Some economists estimate that one consequence of the 2008 foreclosure crisis was the slow rebound in home construction while household growth continued, resulting in the underproduction of housing by more than 3 million units.

Although home production has recently been on the rise, building permits, one indicator of new housing supply, remain below historical averages and far below the level needed to eliminate the deficit in housing.

The consequences of inadequate supply are higher housing costs for renting or buying a home.

More than 37 million renter and owner households spent more than 30 percent of their income on housing in 2019. In the years prior to the pandemic, low-interest rates for mortgage loans and increasing incomes, not lower home values, had reduced owner cost burden. For renters, increasing incomes were matched by rising rents, maintaining cost burdens despite a strong economy. "Opportunities to Increase Housing Production and Preservation" HUD PD&R, September 7, 2021.

According to the 2016-2020 ACS data summarized below, there are an estimated 18,655 total housing units, which is an increase of 1,585 units from the 2011-2015 ACS data from the previous Consolidated Plan. There are 17,649 occupied housing units (8,900 owner-occupied and 8,512 renter-occupied). The total number of vacant housing units is calculated at 1,005, which represents 5.4% of the total housing in the City. As shown in Table 31, single unit, detached dwellings (12,745) comprise 68% of the City's total housing inventory, while apartment buildings containing 2-4 dwelling units make up 10% of the City's housing stock.

ACS data reports that 84% of owner-occupied dwelling units in Porterville are 3-bedroom or larger and only 3% are one- or no-bedroom units. Renter-housing is predominately 3 or more bedroom units at 43%, with 2 bedroom units being 40%, and one-bedroom or no bedroom units 17% of the rental units. It will be important for the City to ensure the "right-size" affordable housing is developed. In 2023, there were 1,583 studio or 1-bedroom units (18.2% of all rented units) and 8,640 one- and two-person households in Porterville (44.9% of all households) (Local Housing Solutions Housing Needs Assessment). Ensuring the development and availability of unit sizes that match household size will be a priority for the City of Porterville.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	12,745	68%
1-unit, attached structure	340	2%
2-4 units	1,780	10%
5-19 units	1,130	6%
20 or more units	1,670	9%
Mobile Home, boat, RV, van, etc	990	5%
Total	18,655	100%

Table 27 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

Unit Size by Tenure

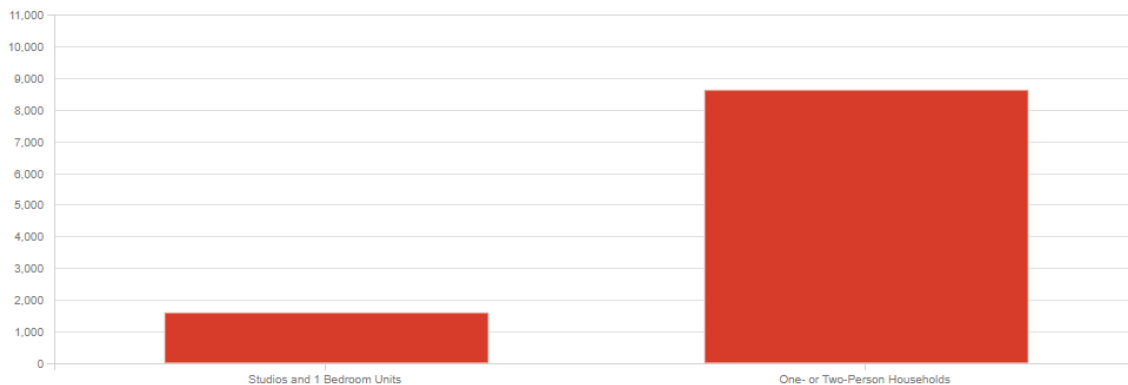
	Owners		Renters	
	Number	%	Number	%
No bedroom	135	2%	420	5%
1 bedroom	120	1%	1,045	12%
2 bedrooms	1,165	13%	3,540	40%
3 or more bedrooms	7,475	84%	3,740	43%
Total	8,895	100%	8,745	100%

Table 28 – Unit Size by Tenure

Data Source: 2016-2020 ACS

Comparison of Counts of Small Units and One- to Two-Person Households 2023

This chart compares the number of studio or one-bedroom units in the jurisdiction to the number of one- and two-person households. In areas with a tight housing supply and a larger number of households than units in this comparison, there may be opportunities to improve affordability by developing new studio or one-bedroom units. In addition to being less expensive to develop than larger units, the development of such units could free up larger units by encouraging more one- and two-person households to move out of their larger units and into the smaller ones. In 2023, there were **1,583** studio or 1-bedroom units (**18.2%** of all rented units) and **8,640** one- and two-person households in **Porterville** (**44.9%** of all households).



Source: [Census](#)
2019-2023 Data Contains: 1 City ([show](#))

Comparison of Small Units to 1 and 2 person HH

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The Housing Authority of Tulare County will continue to own and manage 710 Public Housing units. There is no plan to develop additional public-housing units; nor does HATC plan on removing any units from their inventory. The HATC is currently looking into a possible RAD Conversion for Public Housing. HATC is also actively looking for the opportunity to acquire and/or develop additional non-traditional housing units.

In addition to the 710 public housing units, HATC has:

- 29 Planned New Project-Based Vouchers: 15 will be one-bedroom units that will have onsite mental health services and 14 will be for Mainstream Housing Choice Vouchers.
- 103 Existing Project-Based Vouchers: 103 units are tax credit projects.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

There are no units expected to be lost from the affordable housing inventory.

Does the availability of housing units meet the needs of the population?

The current availability of housing units does not meet the demand of low- to moderate-income renters and homeowners. Renters are uniquely impacted by the rising value of single-family homes and property lots. Landowners of single-family rentals are more likely to sell their rental investment property as housing values continue to rise, further reducing the number of available rental houses. The lack of available, affordable housing is underscored by the Housing Authority of Tulare County waitlists: there are 22,671 households on the waitlist for public housing and 12,704 households on the waitlist for a Housing Choice Voucher. (Note: there are 5,825 households that are on both waitlists).

Additionally, as housing prices increase, it becomes increasingly difficult for middle to moderate-income renters to transition to homeownership due to the higher monthly mortgage costs and down payment requirements. It can be extremely challenging for extremely low to low-income renters to "compete" for a limited amount of rental housing.

Describe the need for specific types of housing:

The City of Porterville needs affordable housing units that ensure that low- to moderate-income residents spend no more than 30% of their monthly income on housing expenses. While

there is a monumental amount of new housing units in the community, it does not meet the financial needs of the community's residents most vulnerable to housing instability.

It is critical to understand how the US Department of Housing and Urban Development (HUD) evaluates income within a community. HUD sets income limits that determine eligibility for assisted housing programs, including the Public Housing, Section 8 project-based, Section 8 Housing Choice Voucher, Section 202 housing for the elderly, and Section 811 housing for persons with disabilities. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. The Visalia-Porterville, CA MSA falls within the Tulare County, CA FMR Area.

A family in Porterville is considered low- to moderate-income if they make

- \$52,600 as a single-person household
- \$60,100 as a two-person household
- \$67,600 as a three-person household
- \$75,100 as a four-person household
- \$81,150 as a five-person household
- \$87,150 as a six-person household

Residents who fall within these income categories may have unique difficulties. When developing affordable housing units, it will be also imperative for the City to ensure the development of accessible units as well.

Discussion

There is a continuing need for “affordable” and “accessible” housing in the City of Porterville. Much of the existing housing is sound and there appears to be an adequate supply of market-rate housing. However, housing opportunities are lacking for the lower income renters and homebuyers in the City. Low-income homeowners with high housing cost burdens need housing rehabilitation programs to bring their dwellings up to code standards, make them energy efficient and help them reduce their cost burdens. Low-income renters with housing problems, including high housing cost burdens, need access to quality affordable rental housing.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

The data presented in this section indicates that, within the City of Porterville, there is a diverse mix of housing in different price ranges for owner-occupied and rental dwelling units. However, conclusions about the availability of affordable housing for low- and moderate-income households need to take into account additional factors such as the age and condition of this housing and the neighborhoods in which such housing is located. Housing needs to be both affordable and good quality and located within safe, stable residential neighborhoods.

The median home value increased nearly 22% between the 2011-2015 ACS data, \$149,900 and the 2016-2020 ACS data, \$182,100. The median contract rent (using the same sources) increased 11% from \$675/month to \$751/month. Of the total number of occupied rental units, nearly 64.3% (5,630) were in the \$500 to \$999 category per month. An important consideration when estimating rental rates is the differing practices regarding the inclusion of utilities and fuels in rental payments. Gross rent accounts for these variations by combining the contract rent with the estimated average monthly cost of utilities (such as electricity, gas, and water/sewer) and fuels (including oil, coal, kerosene, wood, etc.), if they are paid by the renter or on the renter's behalf. This approach ensures consistency by eliminating discrepancies related to the inclusion of these additional costs.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	149,400	182,100	22%
Median Contract Rent	675	751	11%

Table 29 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	1,630	18.6%
\$500-999	5,630	64.3%
\$1,000-1,499	1,255	14.3%
\$1,500-1,999	115	1.3%
\$2,000 or more	115	1.3%
Total	8,745	99.9%

Table 30 - Rent Paid

Data Source: 2016-2020 ACS

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	510	No Data
50% HAMFI	2,130	915
80% HAMFI	6,180	2,870
100% HAMFI	No Data	4,405
Total	8,820	8,190

Table 31 – Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	1082	1089	1429	1967	2272
High HOME Rent	1049	1089	1352	1554	1714
Low HOME Rent	822	881	1057	1221	1362

Table 32 – Monthly Rent

Data Source Comments: 2025 HOME Rent Limits

Is there sufficient housing for households at all income levels?

The lack of affordable housing impacts low- and moderate-income residents the greatest. The steadily increasing rent costs compound the financial struggles that these families are at risk of experiencing. Additionally, the growing need for new rental housing units and aged housing unit stock results in many renters living in substandard housing conditions.

According to data from the Center on Budget and Policy Priorities, a significant gap exists between the number of people who need housing subsidies and the number who actually receive them, with estimates suggesting that around 77% of low-income renters who need federal rental assistance do not receive it; meaning a vast majority of those eligible for housing subsidies do not get them. This is reflected in the Housing Authority's waitlists: there are 22,671 households on the waitlist for public housing; there are 12,704 households on the waitlist for Housing Choice Vouchers. (NOTE: there are 5,825 households that are on both the PH and the HCV waiting lists.)

AFFORDABLE, BUT NOT AVAILABLE

Homes that are affordable to extremely low-income renters are not necessarily available to them. In the private market, households can occupy homes that cost less than 30% of their incomes, and many do. When higher-income households occupy rental homes also affordable to lower-

income households, they render those homes unavailable to the lower-income households. Extremely low-income renters must compete with all higher-income households for the limited number of rental homes affordable to them in the private market. To truly measure the housing options extremely low-income renters have, we must account for the fact that higher-income renters occupy some of the most affordable units. Rental homes are both affordable and available for households of a specific income group if the homes are affordable to them and they are not occupied by higher-income households.

EXTREMELY LOW-INCOME RENTERS

The vast majority of extremely low-income renters work in low-wage jobs or are unable to work. With wages insufficient to pay for modest rental housing even when individuals work full-time year-round, a brief furlough or loss of hours, as we have seen over the past year, can create debts that renters can never repay. Extremely low-income renters in the labor force, many already struggling to pay their rents before the pandemic, were significantly impacted by COVID-19. Low-wage work comprised a disproportionate share of industries most affected by COVID-19 shutdowns. Extremely low-income renters were likely impacted by the closures of restaurants, hotels, and other places of low-wage employment.

The Gap, A Shortage of Affordable Homes, National Low Income Housing Coalition, March 2021

How is affordability of housing likely to change considering changes to home values and/or rents?

With a median home value of \$182,100, it appears that Porterville's housing stock is "affordable" compared to state and national averages (state: \$538,500; national: \$420,500). However, it's important to note that a considerable amount of affordable housing stock is old and older houses are more expensive to maintain and often need rehabilitation.

Rental Housing Stability

As the economy improves, rental prices continue to increase. The trend over the past decade has been a higher rental increase than the increase in monthly wages. As this trend continues, it puts more significant financial pressure on low- and moderate-income families who are spending an ever-increasing percentage of their income on housing costs.

As higher-income renters and distressed homeowners seek cheaper alternatives to their current housing, competition for less expensive rental homes may actually increase. Meanwhile, few of the lowest-income renters have the option of leaving the rental market altogether. Consequently, rents for the least expensive homes may be less responsive to economic downturns, and in some cases, they could even increase because of greater demand. Even if rents at the bottom-end of the market fall during a downturn, they will not fall sufficiently to provide

extremely low-income renters with an adequate supply of affordable housing. Owners have an incentive to abandon their rental properties or convert them to other uses when rental income is too low to cover basic operating costs and maintenance. They have little incentive to provide housing in the private market at rents that are affordable to extremely low-income renters. During periods of economic growth, the private market on its own still does not provide an adequate supply of rental housing affordable to low-income households. The rents that the lowest-income households can afford to pay typically do not cover the development costs and operating expenses of new housing. While new construction for higher-income renters encourages a chain of household moves that eventually benefits lower-income renters, new luxury units may not impact rents at the bottom of the market as much as they do rents at the top.

The Gap, A Shortage of Affordable Homes, National Low Income Housing Coalition, March 2021

Homeowner Housing Stability

The Federal Finance Housing Agency - FHFA House Price Index (FHFA HPI®) is a broad measure of the movement of single-family house prices. The FHFA HPI is a weighted, repeat-sales index, meaning that it measures average price changes in repeat sales or refinancings on the same properties. This information is obtained by reviewing repeat mortgage transactions on single-family properties whose mortgages have been purchased or securitized by Fannie Mae or Freddie Mac since January 1975. The FHFA HPI serves as a timely, accurate indicator of house price trends at various geographic levels. Because of the breadth of the sample, it provides more information than is available in other house price indexes. It also provides housing economists with an improved analytical tool that is useful for estimating changes in the rates of mortgage defaults, prepayments, and housing affordability in specific geographic areas.

The population of Porterville continues to grow with little increase in wages. The FHFA HPI Calculator is available on the FHFA website and provides data on the increase of house prices in Porterville measured quarterly. A quick calculation for a home purchased in 2023 Quarter 1 for \$182,100 and sold in 2024 Quarter 3 would have an appreciation of 9.3% and have an estimated value of \$198,978. Continued housing cost increases will result in households that cannot maintain the aging housing stock, reduce the ability of renters to transition to homeownership, and cause the existing residents to be unable to purchase homes inside the City.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Since 1974 the U.S. Department of Housing and Urban Development (HUD) has helped low-income households obtain better rental housing and reduce the share of their income that goes toward rent through a program that relies on the private rental market. A key parameter in

operating the certificate and voucher programs is the Fair Market Rent (FMR). FMRs play different roles in the certificate and voucher programs. In both programs, FMRs set limits. In the certificate program, FMRs set limits on what units can be rented; in the voucher program, FMRs set limits on the subsidy provided to the household. Certificate program households cannot rent units with gross rents exceeding the FMR; the recipients receive a subsidy equal to the difference between the gross rent and 30 percent of their incomes. Voucher program households receive a subsidy equal to the difference between the FMR and 30 percent of their monthly incomes. Participants in the voucher program can choose units to live in with gross rents higher than the FMR, but they must pay the full cost of the difference between the gross rent and the FMR, plus 30 percent of their income. FMRs are intended to ensure that rental assistance beneficiaries have access to safe, decent housing while balancing affordability with local market conditions. HUD updates FMRs annually, taking into account local rent surveys, inflation, and other economic factors.

According to HUD's 2025 Fair Market Rent data for the Visalia-Porterville, CA Metropolitan Statistical Area, fair market rent for an efficiency apartment is \$1,089 for a one-bedroom; \$1,429 for a two-bedroom; \$1,967 for a three-bedroom; \$2,272 for a four-bedroom. NOTE: FMR includes the cost of utilities; for a resident living in a one-bedroom unit, the FMR \$913 is the total cost for rent AND utilities for that unit. These monthly FMRs are below the High and Low HUD HOME rent.

HATC has also increased their Housing Choice Voucher Payment Standards in-order to keep up with the increasing rents within our market. HATC received approval from HUD to be able to increase to 130% of the FMRs in order to be in-line with the continuing increase in rents.

Discussion

The need is for the City to encourage the rehabilitation and preservation of existing rental housing to ensure that these affordable units are also in good condition. New construction of affordable rental housing may only be successful to the extent that the production of such units can be subsidized to enable them to remain affordable and to the extent that existing rental housing is seen as substandard and undesirable.

Quality Affordable Homes Critical to Good Health

Ensuring enough affordable homes are available can lead to healthier families and communities. When rents are high, families prioritize rent and utilities over food and health care, even when serious health conditions are part of the picture. In communities with enough affordable homes, primary care visits go up by 20 percent, emergency room visits go down by 18 percent, and

accumulated medical expenses go down by 12 percent. In homes made affordable through rental vouchers, children are less likely to be hungry and more likely to be in good health when compared to their peers in unaffordable homes.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

Housing is a major element of people's material living standards. It is essential to meet basic needs, such as for shelter from weather conditions and to offer a sense of personal security, privacy, and personal space. Good housing conditions are also essential for people's health and affect childhood development.

Housing is the key to reducing intergenerational poverty and increasing economic mobility. Research shows that increasing access to affordable housing is the most cost-effective strategy for reducing childhood poverty and increasing economic mobility in the United States. Stanford economist Raj Chetty found that children who moved to lower-poverty neighborhoods saw their earnings as adults increase by approximately 31%, an increased likelihood of living in better neighborhoods as adults, and a lowered likelihood of becoming a single parent. Moreover, children living in stable, affordable homes are more likely to thrive in school and have greater opportunities to learn inside and outside the classroom.

Increasing access to affordable housing bolsters economic growth. Research shows that the shortage of affordable housing costs the American economy about \$2 trillion a year in lower wages and productivity. Without affordable housing, families have constrained opportunities to increase earnings, causing slower GDP growth. In fact, researchers estimate that the growth in GDP between 1964 and 2009 would have been 13.5% higher if families had better access to affordable housing. This would have led to a \$1.7 trillion increase in income or \$8,775 in additional wages per worker. Moreover, each dollar invested in affordable housing boosts local economies by leveraging public and private resources to generate income—including resident earnings and additional local tax revenue—and supports job creation and retention.

"The Problem" - National Low Income Housing Alliance

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

According to the California housing law and regulations, a housing unit is considered substandard when its condition endangers "the life, limb, health, property, safety, or welfare of the public or the occupants". These conditions include inadequate or lack of sanitation facilities such as poor water supply, lavatory and shower; Structural Hazards such as poor or deteriorating flooring, foundations and walls and poor condition of wiring and plumbing to name a few. The U.S. Census defines overcrowding as at least 1.01 persons per room excluding kitchen, bathrooms, and hallways. Severe overcrowding is defined as more than 1.5 persons per room.

For this Consolidated Plan, the City of Porterville will also use the HUD housing quality standards as defined below:

1. **Standard Condition.** A unit of housing is considered to be in standard condition if it is generally in good repair, with no substandard habitability elements (i.e., lacking complete plumbing or kitchen facilities) or exterior elements. Such units may be eligible for housing rehabilitation funding if interior conditions are such that the HUD Section 8 Housing Quality Standards are not met, or a threat to the integrity or livability of the unit exists and should be addressed. Examples of ways in which the interiors of such homes might be rehabilitated include the replacement of heating systems, electrical system repairs or upgrades, plumbing system repairs or upgrades, energy efficiency improvements, and accessibility improvements.

2. **Substandard Condition but Suitable for Rehabilitation.** This category describes dwelling units that do not meet one or more of the HUD Section 8 quality standard conditions, likely due to deferred maintenance or work without permits, but that is both financially and structurally feasible for rehabilitation. Such units may be lacking complete plumbing and kitchen facilities and/or may have exterior elements in need of repair (e.g., a roof in need of replacement, siding in need of repair or replacement, missing or failing foundation). In order to be suitable for rehabilitation, the unit value generally exceeds the cost of repairs or upgrades that would be required to bring it to standard condition. This category of property does not include units that need correction or minor livability problems or maintenance work.

3. **Substandard Condition and Not Suitable for Rehabilitation.** This category describes dwelling units in such poor conditions as to be neither structurally nor financially feasible for rehabilitation. Such units will typically have an improvement value that is less than the cost of addressing the habitability and exterior elements that cause its classification as "substandard" or will be considered unfit to occupy for safety reasons by the city's building official.

The table below displays the number of housing units, by tenure, based on the number of "conditions" the unit has. Selected conditions are similar to housing problems in the Needs Assessment: are (1) lacks complete plumbing facilities, (2) lacks complete kitchen facilities, (3) more than one person per room, and (4) cost burden greater than 30%.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	2,995	34%	4,640	53%
With two selected Conditions	75	1%	590	7%
With three selected Conditions	20	0%	35	0%

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With four selected Conditions	0	0%	0	0%
No selected Conditions	5,815	65%	3,485	40%
Total	8,905	100%	8,750	100%

Table 33 - Condition of Units

Data Source: 2016-2020 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	1,645	18%	1,485	17%
1980-1999	2,675	30%	3,200	37%
1950-1979	4,000	45%	2,865	33%
Before 1950	580	7%	1,195	14%
Total	8,900	100%	8,745	101%

Table 34 – Year Unit Built

Data Source: 2016-2020 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	4,580	51%	4,060	46%
Housing Units build before 1980 with children present	2,310	26%	985	11%

Table 35 – Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS

Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing.

A significant percentage of rental units (60%) have at least one housing condition issue, indicating a greater need for rental rehabilitation. Owner-occupied units are in relatively

better condition, with only 35% experiencing issues, suggesting that rehabilitation efforts may be less urgent but still necessary, particularly for those with multiple conditions. Although in relatively better condition, one-third of owner-occupied units need repairs, especially older homes built before 1980. **The high percentage of older units (built before 1980) in both owner and rental stock suggests a strong need for rehabilitation due to aging infrastructure, outdated systems (plumbing, electrical, HVAC), and potential health hazards (lead paint, asbestos, etc.).**

Housing rehabilitation funds should prioritize homes built before 1980, with special attention to pre-1950 homes, which are at higher risk of structural deterioration and environmental hazards. Some program considerations would be providing incentives or grants for repairs to improve rental properties. For homeowners, providing low-interest rehabilitation loans or grant will help maintain housing stability.

Estimated Number of Housing Units Occupied by Low- or Moderate-Income Families with LBP Hazards

Environmental lead is a toxic substance affecting the growth and development of up to one million U.S. preschool children today, with effects ranging from learning disabilities to death. High lead levels can cause many health problems by damaging the brain, nervous system, and kidneys. Lead poisoning can cause decreased intelligence, behavioral and speech problems, anemia, decreased muscle and bone growth, poor muscle coordination, and hearing damage. Lead exposures remain prevalent despite considerable knowledge and increased screening and intervention efforts.

Increased lead exposure and increased body burden of lead remain a significant problem for children in the United States. Lead is an environmental toxicant that may cause adverse health effects to the nervous, hematopoietic, endocrine, renal, and reproductive systems. Lead exposure in young children is particularly hazardous because children absorb lead more readily than adults. Many children exposed to lead do not exhibit any signs of the disease. The child's signs or symptoms could be mistaken for other illnesses, and the child goes undiagnosed. The developing nervous system of children is particularly more susceptible to the effects of lead. The underdeveloped blood-brain barrier in young children increases the risk of lead entering the developing nervous system resulting in neurobehavioral disorders. Blood lead levels (BLLs) at any detectable level have been shown to cause behavioral and developmental disorders; therefore, **no safe blood lead level in children has been identified**. It is increasingly important for continued childhood lead poisoning prevention education and awareness.

Lead-contaminated water, soil, and paint have been recognized as potential sources of children's lead exposure. **Dust from deteriorating lead-based paint is considered the largest contributor to the lead problem.** Until the 1950s, many homes were covered inside and out with leaded

paints. Lead began to fall from favor in the 1950s but was still commonly used until it was banned in homes after 1977.

Because of the long-term use of lead-based paints, many homes in the United States contain surfaces with paint that is now peeling, chalking, flaking, or wearing away. The dust or paint chips contain high levels of lead that easily find ways into the mouths of young children. A particular problem has emerged due to many homes with lead-based paints, which are now undergoing renovations. Often the dust created by this work has high lead levels, which are readily absorbed by the children's developing bodies.

Porterville has a considerable amount of housing built before 1980 that has the potential to be hazardous to children. The 2016-2020 CHAS estimates that **4,580 owner-occupied units were built before 1980, with approximately 26% (2,310) units have children living in them. It's estimated that 4,060 renter-occupied units were built before 1980, with approximately 11% (985) units have children present.** It's important to note the number of unreported/undetected cases of childhood lead poisoning is unknown, and the low number of reported cases should not be misconstrued as evidence that lead poisoning is not more widespread.

Discussion

Given the age of homes in Porterville, the risk of lead exposure remains a concern, particularly for young children who are most vulnerable to its harmful effects. Additionally, the true extent of childhood lead poisoning in Porterville is uncertain, as unreported or undetected cases may contribute to a more widespread issue than current data suggests. Therefore, efforts to assess and mitigate lead hazards in older housing should remain a priority for public health and housing initiatives.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The Housing Authority of Tulare County (HATC) provides programs funded by various types of agencies that include the U.S. Department of Housing and Urban Development (HUD), the U.S. Department of Agriculture (USDA), the Tax Credit Allocation Committee of the State Treasurer's Office (LIHTC), California's Rental Housing Construction Program (RHCP), HOME, City Redevelopment Agencies (RDA) and other local agencies. HATC is also a current participant of the Moving to Work (MTW) Demonstration Program since its inception in 1999. Additionally, the Housing Authority administers Special Purpose Vouchers (SPV), a type of Housing Choice Voucher (HCV) program. When utilized strategically and collaboratively with Continuums of Care (CoCs) and other partners, these programs provide unique opportunities to target rental assistance resources to specific populations to advance a community's plan to end homelessness, support a community's equity outcomes, and create ways to meaningfully engage with people with lived experience of homelessness and involvement with various systems. Among those are SPVs are Emergency Housing Choice Vouchers (EHV), Veteran Affairs Supportive Housing (HUD-VASH), Mainstream Vouchers (MVP), and Foster Youth Vouchers (FYI). This Special Purpose Vouchers allocation is separate from the MTW contract.

Additional information on programs provided below.

Public Housing Programs:

- Public Housing: HATC manages rental properties available to eligible families and individuals.
- Farm Labor Housing: Specialized housing options are provided for families with farm labor income, addressing the unique needs of agricultural workers.
- Senior Housing: Dedicated housing facilities cater to the elderly population, ensuring safe and affordable living environments.

Assisted Housing Programs:

- Housing Choice Voucher (HCV) Program: Commonly known as Section 8, this program offers rental assistance to very low-income families, seniors, and individuals with disabilities, enabling them to afford decent, safe, and sanitary housing in the private market.
- Lease-In-Place Opportunity: This initiative allows current Tulare County residents to receive rental assistance while remaining in their existing rental units.

Additional Resources:

- Affiliated Projects: HATC owns or manages various subsidized rental complexes that provide additional affordable housing options within Tulare County.
- Community Resources: Information about other affordable housing opportunities and community resources is available to assist residents in finding suitable housing solutions.

HATC is committed to ensuring all programs are accessible and provides reasonable accommodations upon request. Applications for rental assistance can be submitted online through their official website.

Totals Number of Units

	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	2	710	2,873	0	2,873	146	0	0
# of accessible units									
*Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 37 – Total Number of Units by Program Type

Data PIC (PIH Information Center)
Source:

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

HATC will continue to own and manage 710 Public Housing units. There is no plan to develop additional public-housing units; nor plans on removing any units from the inventory. HATC is actively looking for the opportunity to acquire and/or develop additional non-traditional housing units. Therefore, the number of units that are acquired may increase during the Fiscal Year; as sound financial purchasing and/or development opportunities may present themselves during the 2024-2025 FY.

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

The Housing Authority of Tulare County reports an investment of \$2,073,365 in Capital Fund improvements. The noted expenditures will cover maintenance and rehabilitation in public-housing units within the following four AMPS: CA030000805 (Dinuba Area), CA030000810 (Tulare Area), CA030000815 (Visalia Area), and CA030000817 (Porterville Area).

- Capital Fund expenditures in the Dinuba Area will cover the following rehabilitation projects: replacement of stoves and refrigerators, asphalt improvements, fence replacements, a/c conversion from swamp coolers and landscaping improvements.
- Capital Fund expenditures in the Tulare Area will cover the following rehabilitation projects: flooring replacements, replacement of refrigerators, rehabilitation of interior paint, repair/replacements of ranges, landscaping improvements, improvements of cabinets and countertops, replacement of doors, and Air Conditioning unit improvements.
- Capital Fund expenditures in Visalia Area will cover a large range of capital rehabilitation projects, including roofing replacements, landscaping improvements, carpet replacement along with Air Conditioning and Heating unit improvements.
- Lastly, Capital Fund expenditures in Porterville Area will cover the following capital rehabilitation projects: gutter replacements, improvements of cabinets and countertops, dishwasher replacements, interior and exterior painting, carpet replacement as well as Air Conditioning and Heating unit improvements.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

Through the Capital Fund projects, the Housing Authority plans on addressing safety, energy efficiency, and modernization. Funding is allocated towards unit rehabilitation, HVAC upgrades, and accessibility. These efforts will improve the living environment of low-and-moderate income families residing in these units.

Discussion:

The Housing Authority plays a vital role in ensuring access to safe, stable, and affordable housing for low-income individuals and families within a community. By managing public housing developments and administering rental assistance programs such as Housing Choice Vouchers (Section 8), PHAs help prevent homelessness and housing instability. They also work to maintain and improve housing quality through rehabilitation projects and compliance with safety standards. Beyond housing, PHAs often connect residents with supportive services, including job training, childcare, and healthcare resources, to promote long-term stability and economic mobility. By addressing the housing needs of vulnerable populations, PHAs contribute to stronger, more equitable communities.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

Affordable housing has become increasingly difficult to secure as rent rates continue to rise and rental vacancy rates reach virtually zero. Additionally, the COVID-19 pandemic triggered job loss and reduced wages, further adding to the housing instability of thousands of households throughout California. Ultimately, homelessness is often the end result and does not happen by choice.

Homelessness stems from a variety of factors:

- Unemployment,
- Unforeseen life changes,
- Substance use,
- Medical emergencies,
- Domestic violence, or
- Mental health issues.

Housing instability is particularly challenging due to the limiting wage opportunity and other financial barriers exacerbated by the pandemic. Nonprofits, community organizations, and response networks throughout California continue to increase capacity, become more sophisticated, and collaborate in their efforts to provide housing and critical support services for the most disadvantaged among us.

Often it is easy to see homelessness simply as someone living on the street. While this is the reality for some, it is not for the majority of those experiencing homelessness.

The list below outlines the various degrees of homelessness.

Imminent Risk of Homelessness: A person or family who will lose their primary nighttime residence within 14 days.

Precariously Housed: A person or family who lack a fixed, regular nighttime residence but have been offered accommodation from friends or family for an indeterminate time.

Fleeing/Attempting to Flee Domestic Violence: A person or family that is fleeing or is attempting to flee domestic violence, has no other residence, lacks resources or support networks, or does not have permanent housing.

Literally Homeless: A person or a family who lacks a fixed, regular and adequate nighttime residence. Typically, this means living in a place not meant for habitation or in an emergency shelter.

Chronically Homeless: A person or family who has experienced homelessness for at least one year—or repeatedly—while having a disabling condition.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	153	0	0	46	0
Households with Only Adults	160	0	0	655	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	95	0
Unaccompanied Youth	0	0	20	1	0

Table 39 - Facilities and Housing Targeted to Homeless Households

Alternate Data Source Name:

2024 Housing Inventory Count for Kings Tulare CoC

Data Source See attached jpeg below. The data above and attached reflects the entire CoC service area.

Comments:

CoC Number: CA-513

CoC Name: Visalia/Kings, Tulare Counties CoC

Summary of all available beds reported by Continuum of Care:

	Family Units¹	Family Beds¹	Adult-Only Beds	Child-Only Beds	Total Yr-Round Beds	Seasonal	Overflow / Voucher	Subset of Total Bed Inventory		
								Chronic Beds²	Veteran Beds³	Youth Beds³
Emergency, Safe Haven and Transitional Housing	32	168	294	0	462	0	0	n/a	0	20
Emergency Shelter	26	153	160	0	313	0	0	n/a	0	0
Transitional Housing	6	15	134	0	149	n/a	n/a	n/a	0	20
Permanent Housing	81	267	655	0	922	n/a	n/a	n/a	95	1
Permanent Supportive Housing*	16	46	269	0	315	n/a	n/a	153	60	0
Rapid Re-Housing	26	94	94	0	188	n/a	n/a	n/a	35	0
Other Permanent Housing**	39	127	292	0	419	n/a	n/a	n/a	0	1
Grand Total	113	435	949	0	1,384	0	0	153	95	21

2024 HIC Data for CoC

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

Porterville, CA, is located in Tulare County and is supported by a network of well-established agencies that provide a comprehensive range of mainstream services to meet community needs. Some of the largest providers include:

- **CSET: Community Services Employment Training** (<https://www.cset.org>) CSET's dedication to safe youth, strong families, and healthy communities is reflected within four departments:

Family and Community Development – programs include but are not limited to senior services, urban forestry, public works, shelter, family advocacy, parenting education, family health and wellness, and substance use prevention education.

Youth and Youth Adults – programs for youth ranging from technology learning initiatives, college prep and internship connections, gaining employment, and vocational training in specific trades.

Housing – programs ranging from housing navigation assistance, utility assistance and weatherization services, first-time home buyers assistance, and homeless programs/services tied to the local Continuum of Care.

Financial Strength and Employment – programs that include but are not limited to employment connections for the general public, for those newly entering the workforce, and those in the mental health community that are seeking support and resources needed to enter the workforce.

- **Family Services of Tulare County** (<https://fstc.net/>) FSTC offers a wide variety of programs that focus on safe homes, safe relationships, and safe children.

Safe Homes – services and programs for individuals and families fleeing domestic violence, including emergency shelter and supportive housing.

Safe Relationships – services that include, but are not limited to, providing counseling and education related to sexual assault and violence intervention.

Safe Children – services that include, but are not limited to, children's counseling, parenting resources and support, and supervised visitation.

- **Central California Family Crisis Center** (<https://ccfamilycrisis.org/>) Family Crisis Center is a multi-cultural organization which exists to protect individuals and families from domestic violence, economic deprivation, human trafficking, and homelessness by providing food, shelter, counseling, education, and other charitable services. Additional housing programs include transitional housing and aftercare as well as permanent supportive housing.
- **Tulare County Health and Human Services Agency** (<https://tchhsa.org/eng/>) TCHHSA has identified 3 main priorities:

Homelessness – services and programs include outreach, intervention, access, navigating housing options and placement

Coordinated care – services that address care coordination across multiple systems, to include outreach and in-field crisis response

Financial stability – services that promote financial stability

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Many of the services list above are targeted towards people experiencing homelessness.

Facilities include, but are not limited to:

- Emergency Shelter – Central California Family Crisis Center shelter for individuals and families fleeing domestic violence; Family Services of Tulare County shelter for individuals and families fleeing domestic violence; Porterville Rescue Mission shelter for individuals experiencing homelessness; Lighthouse Rescue Mission shelter for individuals experiencing homelessness; Visalia Navigation Center is a low barrier facility for individuals and families experiencing homelessness.
- Transitional Housing - Central California Family Crisis Center and Family Services of Tulare County both offer transitional housing options for individuals/households
- Permanent Supportive Housing – CSET and Central California Family Crisis Center has permanent supportive housing for households meeting the HUD definition of chronic homelessness

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Everyone needs safe, decent, stable housing. For some of the most vulnerable people in America — people with mental illness, chronic health conditions, histories of trauma, and other struggles — a home helps them to get adequate treatment and start on the path toward recovery. But some conditions make it difficult for people to maintain a stable home without additional help. Supportive housing, a highly effective strategy that combines affordable housing with intensive coordinated services, can provide that needed assistance.

A broad body of research shows that supportive housing effectively helps people with disabilities maintain stable housing. People in supportive housing use costly systems like emergency health services less frequently and are less likely to be incarcerated. Supportive housing also can aid people with disabilities in getting better health care and help seniors trying to stay in the community as they age and families trying to keep their children out of foster care.

Supportive housing is a highly effective strategy that **combines affordable housing with intensive coordinated services** to help people struggling with chronic physical and mental health issues maintain stable housing and receive appropriate health care.

Permanence and affordability. Tenants generally pay no more than 30 percent of their income for rent. They have the same rights and responsibilities as other renters, such as having the lease in their name and the right to privacy in their unit, which means they cannot be evicted for reasons unrelated to being a good tenant.

Integration. Individuals and families are able to live independently in apartments or single-family homes in residential neighborhoods. Tenants in supportive housing should have access to public transportation, grocery stores, parks, and other neighborhood amenities common to all other residents. (Less accessible services put tenants' housing and health at risk: if they are unable to travel to providers' offices, for instance, they may stop using the services.)

Emphasis on choice. Supportive housing maximizes client choice, in clients' housing options and the services they receive. For instance, tenants can generally come and go as they please and have control over their daily schedule, like mealtimes and visitors. They also can direct the types of services they receive and the goals they set with the service provider.

Low barriers to entry. Supportive housing providers do not require clients to hit benchmarks before moving into housing or put other screening barriers in the way. Blanket bans on people with criminal histories or bad credit, for example, or requirements to meet goals, like

employment or completing a course of treatment, before entering supportive housing would screen out the very people supportive housing aims to help. Individuals and families are able to live independently in apartments or single-family homes in residential neighborhoods. "Supportive Housing Helps Vulnerable People Live and Thrive in the Community" Center on Budget and Policy Priorities, May 31, 2016

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Porterville, California, offers several supportive housing programs aimed at assisting individuals and families in need. Here are some key programs and resources available:

City of Porterville Housing Programs & Resources

The City of Porterville provides various housing assistance programs for low-income families, including:

- First-Time Homebuyer Program (FTHB): Assists eligible applicants in purchasing their first home by offering deferred loan payment assistance and homeownership education.
- Home Rehabilitation and Public Utilities Assistance: Offers assistance for home repairs and utility costs to eligible homeowners, ensuring safe and habitable living conditions.
- ADA Wheelchair Ramp Grant Program: Provides grants for the installation of exterior wheelchair ramps to improve accessibility for residents with mobility challenges.

For more details, visit the City of Porterville's Housing Programs page: www.ci.porterville.ca.us

Community Services & Employment Training (CSET)

CSET offers housing support services aimed at promoting safety and housing stability, including:

- Supportive Housing: Helps develop and provide housing and related supportive services for people moving from homelessness to independent, supportive living.
- Transitional Housing: Offers an 18-24 month transitional housing program for survivors fleeing domestic violence and their children, assisting with educational opportunities and supportive services.

More information is available on CSET's Housing Services page: www.cset.org

Housing Authority of the County of Tulare (HATC)

HATC provides rental assistance to very low and moderate-income families, seniors, and individuals with disabilities throughout Tulare County. Their programs include:

- Conventional Public Housing Program: Manages rental properties available to eligible families and individuals.
- Housing Choice Voucher Program: Offers rental assistance to enable participants to afford housing in the private market.
- Farm Labor Program: Provides housing options for families with farm labor income.
- Senior Housing Programs: Offers housing solutions tailored for senior residents.

Details can be found on the HATC website: www.hatc.net

Central California Family Crisis Center

This organization serves individuals and families in crisis, offering:

- Emergency Shelter: Provides immediate housing for those fleeing domestic violence or facing homelessness.
- Transitional Housing & Aftercare: Offers programs that effectively meet the distinctive needs of domestic violence survivors, homeless clients, and their children.
- Permanent Supportive Housing (PSH): Provides long-term housing solutions coupled with supportive services to promote stability and self-sufficiency.

More information is available on their website: www.ccfamilycrisis.org

Family Services of Tulare County

This organization helps connect individuals with HIV/AIDS with housing-related resources and wrap-around services that promote safety and housing stability.

More information can be found here: www.fstc.net/what-we-do/programs-services/hiv-aids-support.html

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Local Initiatives Navigation Centers (L.I.N.C.) in the Kings and Tulare Counties provide services to individuals and families experiencing homelessness in a centralized location. L.I.N.C brings together social service providers, faith-based organizations, and government agencies to help families locate affordable housing, employment, mental health and substance abuse treatment, along with other needed services. These services help those exiting from mental and physical health institutions access the services they need to ensure safe and supportive housing. Additionally, the Kings/Tulare Homeless Alliance, through the Coordinated Entry System, provides a standardized process that assesses individual need and matches individuals to housing and services that meet their needs.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City continues partners with several Agencies to provide supportive services to individuals to prevent homelessness and other needs, such as low-income housing, senior assistance or programs, rehab programs, fair housing education, mental health services and/or programs, and housing vouchers. The City strives to have accessible information on all the resources provided in their jurisdiction and to have that information available to anyone who needs it at any time.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

Not applicable.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Barriers to affordable housing in the City of Porterville are largely associated with costs of housing. Rental prices for the available stock of housing are higher than they have ever been. Building more affordable housing is imperative but costs of permits and development fees have increased and therefore created challenges to affordable housing development.

The disparity between income and housing costs stands as the greatest barrier for households seeking to obtain affordable housing in the City. Other barriers to affordable housing in the City may include permit costs and development impact fees, building codes, off-street parking standards, and restrictive zoning, as these policies or costs may negatively affect the development of affordable housing and residential investment in this jurisdiction. The City strives to mitigate these issues as effectively as possible.

Consultation with a regional developer revealed the following:

“Zoning is a big challenge for housing developers. A lot of land is available and ideal for housing but not zoned for this use; it’s either commercial or single family. Mixed use zones seem to a creative option; it invites more development options. The process to request rezoning can be arduous and expensive. Zoning is always contentious. There is also not as much trust if a developer has initiated the process to rezone; there is more likely to be push back. Also, funding timelines are lengthy: from the time an application is submitted, reviewed, and awarded, a significant amount of time has passed. And the funding award may not match the request, which puts the developer in a difficult situation. It would be great for the City of Porterville to develop specific communication for developers so they are aware of funding opportunities. There is a lot of interest to develop there.”

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

Porterville, California, is a dynamic city nestled against the Sierra Nevada foothills, serving as a commercial hub for its residents. The local economy thrives on a diverse mix of agribusiness, light industry, and commercial enterprises, with businesses producing electronic medical instruments, printed forms, specialty documents, and food products.

Demographics and Workforce

As of 2022, Porterville's population surpassed 62,000, with a labor force of approximately 25,700 individuals. The city experienced a 1.79% employment growth from 2021 to 2022, reflecting a positive economic trajectory. The workforce is predominantly engaged in sectors such as agriculture, manufacturing, retail trade, and healthcare.

Economic Development Initiatives

The City of Porterville's Economic Development Division actively fosters economic growth by attracting, retaining, and expanding businesses. Initiatives include the Business Assistance Program and the Development Fee Payment Plan Program, which offer financing options and deferred payment plans to support local enterprises. Additionally, the city provides fast-track, one-stop permitting processes and is located within California's Recycling Market Development Zone, offering further incentives for businesses.

Commercial Development Opportunities

Porterville offers several prime commercial development sites, notably the Riverwalk Marketplace, strategically located off State Route 190 and Highway 65. This area presents parcels ready for retail development, aiming to cater to the growing consumer base within a 15-minute drive time.

Other key commercial zones include areas along Henderson Avenue and near the Porterville Airport, which is in proximity to the newly relocated Eagle Mountain Casino, enhancing the area's appeal for future development.

Strategic Location and Lifestyle

Porterville's strategic location offers businesses access to major markets while maintaining the advantages of a smaller community. The city boasts a variety of parks, cultural institutions like

the Zalud House and Porterville Museum, and hosts numerous annual events, contributing to a high quality of life for residents and an attractive environment for businesses.

Porterville's robust economic development initiatives, strategic location, and quality lifestyle make it a compelling destination for businesses seeking growth opportunities in California's Central Valley.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	4,172	3,799	26	27	1
Arts, Entertainment, Accommodations	1,818	1,650	12	12	0
Construction	732	351	5	3	-2
Education and Health Care Services	2,582	2,702	16	19	3
Finance, Insurance, and Real Estate	440	314	3	2	-1
Information	121	73	1	1	0
Manufacturing	1,500	694	10	5	-5
Other Services	366	297	2	2	0
Professional, Scientific, Management Services	608	451	4	3	-1
Public Administration	0	0	0	0	0
Retail Trade	2,067	2,035	13	15	2
Transportation and Warehousing	865	1,350	5	10	5
Wholesale Trade	505	235	3	2	-1
Total	15,776	13,951	--	--	--

Table 40 - Business Activity

Data 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Source:

Labor Force

Total Population in the Civilian Labor Force	26,625
Civilian Employed Population 16 years and over	23,285
Unemployment Rate	12.52
Unemployment Rate for Ages 16-24	13.04
Unemployment Rate for Ages 25-65	9.22

Table 41 - Labor Force

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	3,710
Farming, fisheries and forestry occupations	1,930
Service	2,215
Sales and office	5,285
Construction, extraction, maintenance and repair	3,825
Production, transportation and material moving	1,435

Table 42 – Occupations by Sector

Data Source: 2016-2020 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	16,261	72%
30-59 Minutes	4,677	21%
60 or More Minutes	1,535	7%
Total	22,473	100%

Table 43 - Travel Time

Data Source: 2016-2020 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	3,455	1,420	2,380
High school graduate (includes equivalency)	5,295	650	1,660
Some college or Associate's degree	7,090	270	2,045
Bachelor's degree or higher	2,695	200	345

Table 44 - Educational Attainment by Employment Status

Data Source: 2016-2020 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	215	455	1,165	2,620	1,945

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
9th to 12th grade, no diploma	925	750	1,490	780	850
High school graduate, GED, or alternative	1,810	2,465	2,020	3,125	1,565
Some college, no degree	2,815	2,085	1,815	2,780	1,350
Associate's degree	500	1,415	345	985	550
Bachelor's degree	100	815	785	800	760
Graduate or professional degree	0	129	235	480	270

Table 45 - Educational Attainment by Age

Data Source: 2016-2020 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	19,993
High school graduate (includes equivalency)	26,834
Some college or Associate's degree	32,958
Bachelor's degree	32,147
Graduate or professional degree	81,233

Table 46 – Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Based on the chart, the major employment sectors (those with the highest number of workers) are:

1. **Agriculture, Mining, Oil & Gas Extraction** – 4,172 workers (26% of total workers)
2. **Education and Health Care Services** – 2,582 workers (16% of total workers)
3. **Retail Trade** – 2,067 workers (13% of total workers)
4. **Arts, Entertainment, Accommodations** – 1,818 workers (12% of total workers)
5. **Manufacturing** – 1,500 workers (10% of total workers)

These sectors employ the largest share of workers in the area, indicating their importance to the local economy.

Describe the workforce and infrastructure needs of the business community:

In Porterville, 69.1% of residents aged 25 and older are high school graduates, but only 14.9% hold a bachelor's degree or higher. The workforce is largely composed of high school graduates

(10,455 people) or those with some college education (8,940 people), while advanced degrees are less common (1,085 people). This suggests a need for workforce development to boost technical and specialized skills.

Many households in Porterville average 3.19 persons, adding pressure to provide family-sustaining jobs. Additionally, 54.5% of residents speak a language other than English at home, highlighting the need for culturally inclusive workforce programs to address language barriers and meet community needs.

Porterville's economy is driven by industries like retail, healthcare, and food services. According to the U.S. Census Bureau's Economic Census, retail sales in 2022 reached about \$883.3 million, with per capita retail sales at \$14,058. While retail provides many jobs, there is growing demand for skilled workers, especially in technical fields. This indicates a need for career training and education programs, particularly in healthcare and retail, to align the local workforce with available job opportunities.

The Tulare County economy saw a 6.1% job growth between 2019 and 2024, surpassing the national average of 3.9%. However, the region's median household income of \$64.5K is \$10.7K below the national median of \$75.1K, signaling a need for higher-paying jobs. Focusing on industries like healthcare, logistics, and advanced manufacturing could help address this gap. The region's top industries — support activities for crop production, education, and healthcare — suggest that workforce development efforts should focus on these sectors to align with their continued growth.

Porterville is also improving its infrastructure to support business growth and workforce mobility. The Zero-Fare Transit Program, running from July 1, 2024, to June 30, 2025, will offer free transit services for fixed routes and ADA paratransit services. This initiative aims to improve access to job opportunities by addressing transportation barriers. Continued infrastructure investment will be crucial for supporting Porterville's growing population and economy.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The Measure R Strategic Work Plan, led by the Tulare County Association of Governments, will bring significant changes to Porterville's economy by improving regional transportation infrastructure. This initiative will focus on upgrading roads, bridges, and public transit systems, leading to better connectivity, efficient movement of goods, and business growth, especially in

agriculture, tourism, and logistics. These improvements will make Porterville more attractive to businesses and residents.

With these changes, there will be increased demand for skilled workers, particularly in construction and service industries. Workforce development programs will be essential, focusing on construction-related technical skills and services for tourism. Additionally, business support services will help local businesses adapt to changes and take advantage of new growth opportunities.

Porterville's participation in the Comprehensive Economic Development Strategy (CEDS) and collaboration with the Tulare County Economic Development Corporation (TCEDC) and the Workforce Investment Board will guide business growth and attract investment. The city's involvement in ICSC conferences will further bolster these efforts, strengthening the local economy and creating jobs. By working with these entities, Porterville will ensure its infrastructure can accommodate future economic growth, benefiting both residents and businesses.

The SoTu Master Plan is another key initiative. This plan envisions transforming 447 acres of agricultural land into a mixed-use district, providing opportunities for residential, commercial, and recreational spaces. While physical development is not yet planned, the city aims to establish a framework for this transformation. The area, located east of S Westwood St., west of State Route 65, north of State Route 190, and south of the Tule River, will play a vital role in Porterville's growth. The master plan will involve updates to the city's General Plan and Zoning Map to support this shift from agricultural to mixed-use land.

Porterville is also undergoing a Comprehensive Development Code Update to streamline the permitting process and address inconsistencies in regulations. This update, ensuring compliance with recent state laws, will make the city's development code more user-friendly and adaptable to the community's evolving needs. The last comprehensive update was in 2013, and since then, new state legislation has impacted local procedures and development standards. This update will ensure predictability in the permitting process and align development with state laws, particularly for public improvements like roadways and parks.

Together, the Measure R Strategic Work Plan, SoTu Master Plan, and Development Code Update will create significant opportunities for Porterville's economic growth. These initiatives will shape the city's future, providing new business and job opportunities while ensuring that infrastructure and regulations support sustainable development. The combination of enhanced infrastructure, strategic planning, and updated regulations will position Porterville for continued growth and success in the coming years.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

In Porterville, the workforce predominantly consists of individuals with high school diplomas or some college education, and only 14.9% hold a bachelor's degree or higher. There's a clear mismatch between the skills of the current workforce and the rising demand for specialized skills, particularly in fields like healthcare and retail.

The 45-65 age group represents the largest portion of the workforce, but many in the 18-24 age group lack a high school diploma, signaling a need for workforce development and education to better equip younger workers for local job opportunities.

To align with local employment opportunities, there's a pressing need for more targeted education and workforce development programs that focus on technical and specialized fields to meet the growing demand for skilled workers in sectors like healthcare, retail, and food services.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Porterville is actively working with local community colleges and the Tulare County Workforce Investment Board to provide job training in fields like healthcare, manufacturing, and construction. These initiatives are crucial for addressing workforce needs and aligning worker skills with business demand. Additionally, the Porterville Unified School District (PUSD) offers 14 different "open choice" Pathways, which provide an exciting, innovative, and hands-on learning environment. The program combines career technical training with rigorous academic standards, aiming for students to graduate college and career-ready with an advantage in post-secondary learning options, whether at college, through technical certifications, or directly in the workforce.

Moreover, Porterville College offers a variety of programs, certificates, and degrees that equip students with the skills needed in high-demand fields such as healthcare, business, and trades. The college's educational offerings contribute to building a well-prepared local workforce. In addition, San Joaquin Valley College (SJVC), with its Porterville location, provides accelerated medical and business programs, allowing adults to gain relevant skills quickly and enter the workforce. Porterville Unified School District Adult Education also offers a variety of programs aimed at adult learners, ensuring that working-age residents have access to continuing education and workforce development opportunities.

These programs and partnerships directly support the City's Consolidated Plan by enhancing workforce readiness, promoting economic self-sufficiency, and addressing the skills gap in sectors critical to Porterville's economic growth. By fostering collaboration between local education providers, the Workforce Investment Board, and employers, these efforts ensure a robust, skilled workforce for the future.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

Porterville is actively involved in the Tulare County Economic Development efforts, which are guided by the Tulare County General Plan. This plan sets forth economic development goals designed to increase economic diversity, which will raise household incomes and improve access to housing. In turn, this will support the construction of required housing quotas and other essential non-housing community development projects. These initiatives are closely aligned with the CDBG Consolidated Plan, focusing on creating a sustainable, diverse economic environment that fosters both housing and business growth.

Additionally, Porterville's participation in the Comprehensive Economic Development Strategy (CEDS) further supports the Consolidated Plan by fostering an environment where local businesses can thrive, creating valuable job opportunities for residents. The City collaborates with regional partners, including the Tulare County Economic Development Corporation (TCEDC) and local chambers of commerce, to attract investment and promote long-term economic growth.

Discussion

The City of Porterville is committed to continuing to help ensure all residents have access to living-wage jobs, educational opportunities, and economic vitality.

Additionally, based on the information above, the following should be noted:

Employment-Job Mismatch

Comparing the number of workers to the number of jobs reveals some sectors with imbalances:

- Education and Health Care Services (+3%) has a higher share of jobs (19%) than workers (16%), indicating a demand for more workers in this field.

- Retail Trade (+2%) and Transportation & Warehousing (+5%) also have slightly more jobs than workers, suggesting a potential labor shortage.
- Manufacturing (-5%) and Construction (-2%) have more workers than jobs, implying underemployment or people commuting out for jobs.

Sectors with Minimal Presence

Some industries are notably small in the local economy:

- Information (1%) and Finance, Insurance, and Real Estate (3%) have relatively few workers and jobs, indicating a smaller presence in knowledge-based sectors.
- Public Administration (0%) suggests no reported government jobs, which is unusual unless public sector employment is categorized elsewhere.

Dominance of Agriculture and Natural Resources

- Agriculture, Mining, Oil & Gas Extraction (26% workers, 27% jobs) is the largest sector by far, highlighting a reliance on resource-based industries.
- This reliance could make the economy vulnerable to shifts in commodity prices or environmental regulations.

Services and Tourism Play a Role

Arts, Entertainment, Accommodations (12%) is a notable contributor to employment, potentially indicating a tourism-driven economy or seasonal work reliance.

Potential for Economic Diversification

Given the high concentration in agriculture and natural resources, encouraging growth in education, healthcare, technology, or financial services could help create a more resilient economy.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

According to the 2023 Tulare County Regional Housing Element, housing problems are a widespread issue throughout the city. Approximately 49% of all households in Porterville, especially extremely low-, very low-, and low-income households, are experiencing housing problems. Low-income residents are also at risk of displacement in many areas of Porterville. Contributing factors to disproportionate housing needs in Porterville include:

- Increased need for affordable housing and resources for low-income residents: According to the Analysis of Impediments, there are 7,039 households on the City's public housing waiting list, indicating a large number of households need affordable housing and/or financial assistance and more services are needed.
- Need for additional resources for homeless individuals: Despite available resources such as local emergency shelters, navigation center, low-income apartments designated specifically for individuals experiencing homelessness, there is still a need for additional supportive services and housing resources for persons at risk/experiencing homelessness. Community feedback indicates there is a substantial need for transitional and supportive housing for homeless residents.
- Need for additional affordable units in a range of sizes: Approximately 21 percent of households are large households and 10 percent of households are overcrowded. These households need larger housing units to accommodate the number of people in their household. In addition, 43% of households have two or fewer people. These households can be accommodated by smaller housing units.
- Displacement of residents due to economic pressures caused by rising housing costs: According to Zillow, median home value has increased 50 percent in the last five years (from \$201,796 in 2018 to \$302,279 in 2023) and according to Zumper, median rent for a two-bedroom apartment has increased 19 percent in the past two years (from \$850 in 2021 to \$1,014 in 2023).

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

There is one census tract of high poverty and segregation in Porterville, which overlaps portions of Northeast and Southeast Porterville (see attached map). This census tract is predominantly Hispanic/Latino, with 85% of residents identifying as Hispanic/Latino and approximately 42% of

residents earning an income below the poverty line. Contributing factors to areas of high segregation and poverty in Porterville include:

- Land use and zoning patterns concentrate zoning accommodating multifamily housing in Central and Southeast Porterville; Medium-and high-density residential zones are concentrated in Central and Southeast Porterville, while residential zones in Northeast and Northwest Porterville consist of primarily low-density residential uses. Southwest Porterville has a mix of residential densities.
- Location and type of affordable housing: Affordable housing units, including subsidized housing units, are concentrated in Central and Southeast Porterville.

What are the characteristics of the market in these areas/neighborhoods?

TCAC/HCD has designated resource levels for the City of Porterville; resource levels denote access to economic and educational opportunities such as low-cost transportation, jobs, and high-quality schools and the quality of environmental factors in the area such as proximity to hazards and air quality. TCAC has a composite opportunity score for each census tract.

Porterville has a mix of resource areas with high-resource areas concentrated in the western part of the city and areas of high segregation and poverty concentrated in the eastern part of the city. The entirety of Northwest Porterville consists of high-resource areas and Central Porterville solely consists of low-resource areas. Southwest Porterville is composed of a mix of low-, moderate-, and high-resource areas. Northeast and Southeast Porterville consist of a mix of areas of high segregation and poverty and low-and moderate-resource areas. More information regarding resource areas can be found here: [2023 CTCAC-HCD Methodology completed REVISED January 2023](#)

Are there any community assets in these areas/neighborhoods?

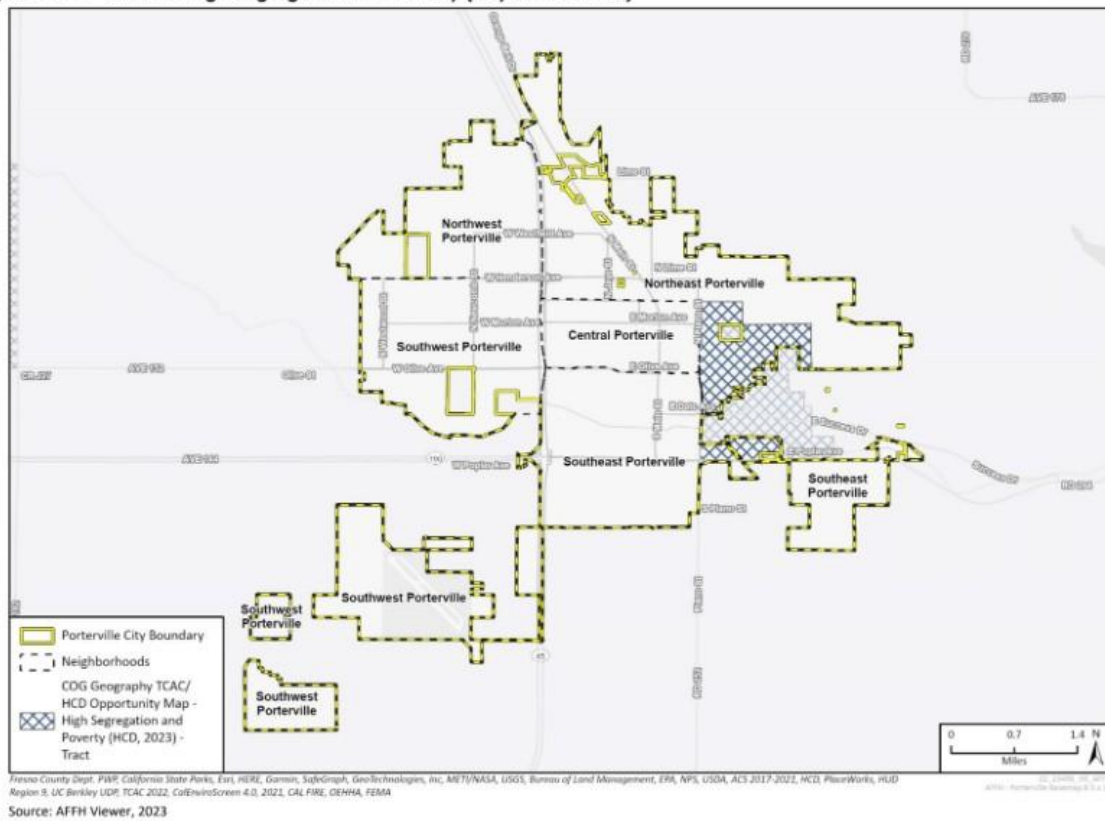
Every residential area has access to community centers, parks, and senior and youth centers. There are senior centers, youth centers as well as parks and recreational areas.

Are there other strategic opportunities in any of these areas?

According to the 2023 Tulare County Regional Housing Element, the City will implement Housing Plan Program 12 to invest in community and economic development opportunities throughout the city, with a focus on areas of high segregation and poverty in Central, Southeast, and Southwest Porterville. These place-based strategies include expanding transit access for persons with disabilities, providing employment training and assistance programs, developing a plan to reduce pollution burden, and collaborating with a variety of local community organizations to

implement public health, education, economic, and safety programs in areas of high segregation and poverty.

Figure E5-11 Areas of High Segregation and Poverty (City of Porterville)



2023-2031 Housing Element

E5-23

Areas of High Segregation and Poverty

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Broadband access in communities helps provide economic growth, improved educational opportunities, access to better healthcare, greater employment opportunities, improving public safety, and increased global competitiveness for businesses.

The term broadband commonly refers to high-speed Internet access that is always on and faster than traditional dial-up access. Broadband includes several high-speed transmission technologies such as digital subscriber line (DSL), cable modem, fiber, wireless, satellite, and broadband over powerlines (BPL).

Research among Organization for Economic Co-operation and Development (OECD) countries shows that a 4 Mbps increase in household broadband speed is associated with a roughly 4 percent increase in household income. Research shows that businesses who begin utilizing broadband increase their employees' labor productivity by an average of 5 percent in the manufacturing sector and 10 percent in the services sector.

The current standard for broadband in the U.S. is internet with a 25 Mbps (Megabits per second) download speed. Though Netflix says it needs only 5 Mbps to stream video, the 25 Mbps threshold is intended to satisfy the different needs; high-quality downloads, video communication, and multiple demands of a single household's network. However, many Americans are still unable to access broadband at the speeds necessary to make full use of its benefits.

HUD is actively working to bridge the digital divide in low-income communities served by HUD by providing help with the expansion of broadband infrastructure to low- and moderate-income communities. In December 2017, HUD published the final rule, *"Narrowing the Digital Divide Through Installation of Broadband Infrastructure in HUD-Funded New Construction and Substantial Rehabilitation of Multifamily Rental Housing."* The final ruling requires installing broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing funded or supported by HUD. Additionally, CDBG entitlement communities must analyze the needs of the broadband for housing occupied by low- and moderate-income households.

Multiple low- to medium-cost internet connectivity options are available within the city of Porterville. Attached are maps with additional information. Competition for residential

customers has worked to keep prices reasonable, typically starting between \$30 and \$60/month. This includes some areas of Porterville covered with AT&T Fiber starting at \$55/mo.

Excellent cellular network coverage is also available in most Porterville locations. This offers additional low-cost "hot-spot" opportunities for network customers. All three of the large carriers have a presence in the area.

The Porterville Library offers electronic resources, and these will expand with the building of a new permanent location.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

The American Community Survey (ACS) estimates that over 2,000 Porterville households lack reliable, affordable internet.

Most recent ACS data shows Porterville has 2,607 households earning less than \$20,000/year. 484 of these households are estimated to have no fixed or cellular data connections. Of the 9,285 households with incomes of \$20,000-\$74,999 over 1000 are estimated to have no connectivity.

Additionally, over 2000 households in Porterville are estimated to have a cellular data plan and no other internet access.

With the FCC Affordable Connectivity Program sunseting, at least temporarily, many additional LMI families may struggle to afford reliable internet service.

Porterville has reliable competition within the market. Additional providers beyond the current main resources (see included information) and expansion of additional fiber networks would work to maintain better competition and keep prices low for the basic services LMI households need.



Location Summary

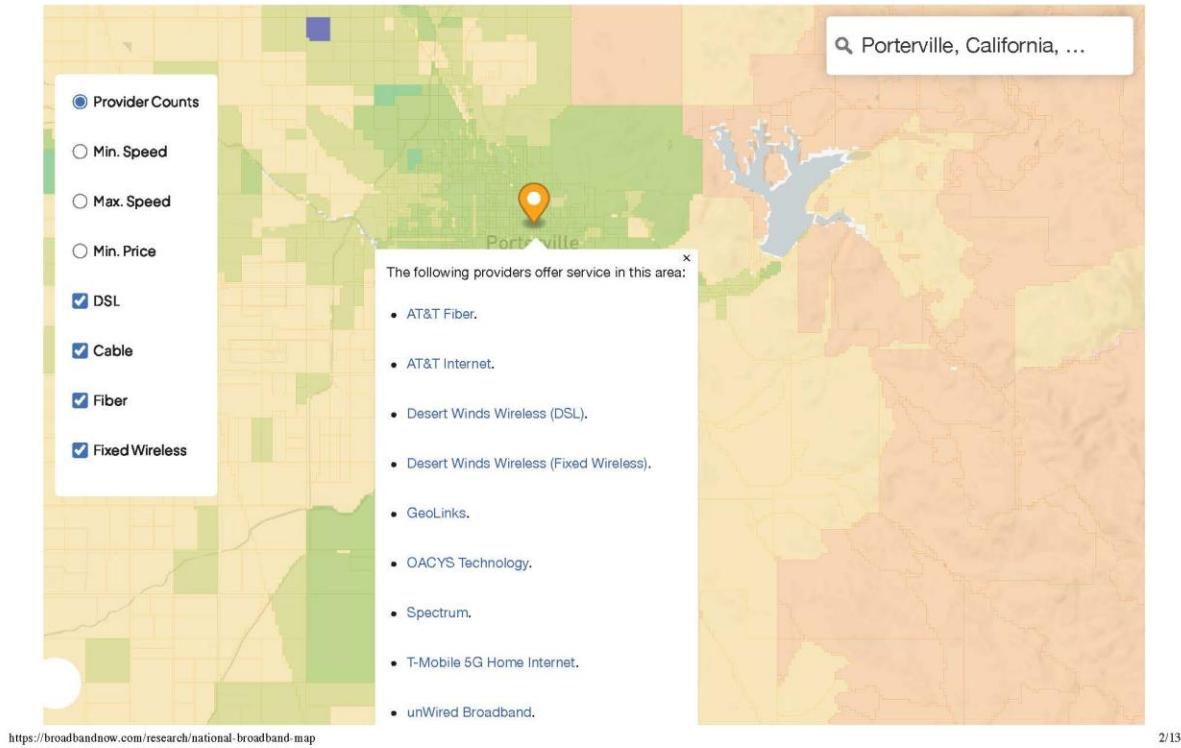
Service: Residential Tech: Any Technology Speed: $\geq$ 100/20[Service Filters](#)

Address ▼ Porterville, California, United States

https://broadbandmap.fcc.gov/location-summary/fixed?version=jun2024&lon=-119.01619&lat=36.07055&addr_full=Porterville%2C+California%2C+United+States&zoom=11.89&vlon=-119.021256&vlat=36.067845&br... 1/2

FCC Location Data

SUBMIT QUESTION



Broadband Now Map

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The 2023 Multi-Jurisdictional Local Hazard Mitigation Plan (MJ-LHMP) updates the 2018 Federal Emergency Management Agency (FEMA) approved Tulare County MJ-LHMP. Hazard mitigation aims to reduce or eliminate long-term risks to people and property from hazards. Tulare County, eight (8) incorporated communities, including the City of Porterville, and nine special districts prepared this MJ-LHMP Update to the FEMA-approved 2018 Tulare County LHMP to make the County and its residents less vulnerable to future hazard events.

The MJ-LHMP Update demonstrates the community's commitment to reducing risks from hazards and serves as a tool to help decision-makers direct mitigation activities and resources. It was also developed, among other things, to ensure Tulare County and participating jurisdictions continued eligibility for certain federal disaster assistance.

Climate change adaptation is a key priority of the State of California. This LHMP Update is concerned with human-induced climate change that has been rapidly warming the Earth at rates unprecedented in the last 1,000 years. According to the Intergovernmental Panel on Climate Change (IPCC), climate change will "increase the likelihood of severe, pervasive and irreversible impacts for people and ecosystem" if unchecked.

In addition to changes in average temperatures, sea levels, and precipitation patterns, the intensity of extreme weather events is also changing.

Similarly, as noted in California's Fourth Climate Change Assessments, projections show that average temperatures will continue to rise across California, drought will increase in length and frequency, and sea levels will rise in coastal communities. Drought and temperature increases are likely to create secondary hazards that can include a decline in overall snowpack, changes in frequency and intensity of precipitation events, and an increase in wildfire activity. Climate change hazards can impact water availability, agricultural production, public health systems, essential transportation corridors, and disadvantaged communities in both rural and urban areas across California.

In Tulare County, climate change will be more localized in the form of specific hazards (or exposures) that will occur through changes in existing conditions or new natural hazards. These exposures are analyzed in the vulnerability assessment and include agriculture and forestry pests and diseases, avalanche, drought, extreme heat, flooding, pandemic hazards, landslides, severe weather, severe winter weather, and wildfire. Some hazards, such as wildfire and drought, relate

directly to the occurrence of other hazards, such as agriculture and forestry pests and diseases, landslides, and flooding. Tulare County is currently experiencing some of these changes, but others may not occur or be apparent for several years or decades.

The City could see population fluctuations as a result of climate impacts relative to those experienced in other regions, and these fluctuations are expected to impact demand for housing and other development.

Likelihood of future occurrence – Likely

Climate change is virtually certain to continue without immediate and effective global action. According to NASA, 2017 and 2019 were two of the hottest years on record. Without significant global action to reduce greenhouse gas (GHG) emissions, the IPCC concludes in its Fifth Assessment Synthesis Report (2014) that average global temperatures are likely to exceed 1.5oC by the end of the 21st century, with consequences for people, assets, economies, and ecosystems, including risks from heat stress, storms and extreme precipitation, inland and coastal flooding, landslides, air pollution, drought, water scarcity, sea level rise and storm surges.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Climate change will be more localized in the form of specific hazards (or exposures) that will occur through changes in existing conditions or new natural hazards in Tulare County. This means that those who may be affected by other hazards should be aware of them as climate change continues to grow more prevalent.

Those who are disadvantaged or live-in underprivileged communities may see the effects of climate change before others, as being in a more vulnerable position can often intensify any changes that occur from climate change.

Critical facilities such as cooling shelters are not specifically designed to address climate change as a hazard but to help people cope with the other hazards that may increase with climate change.

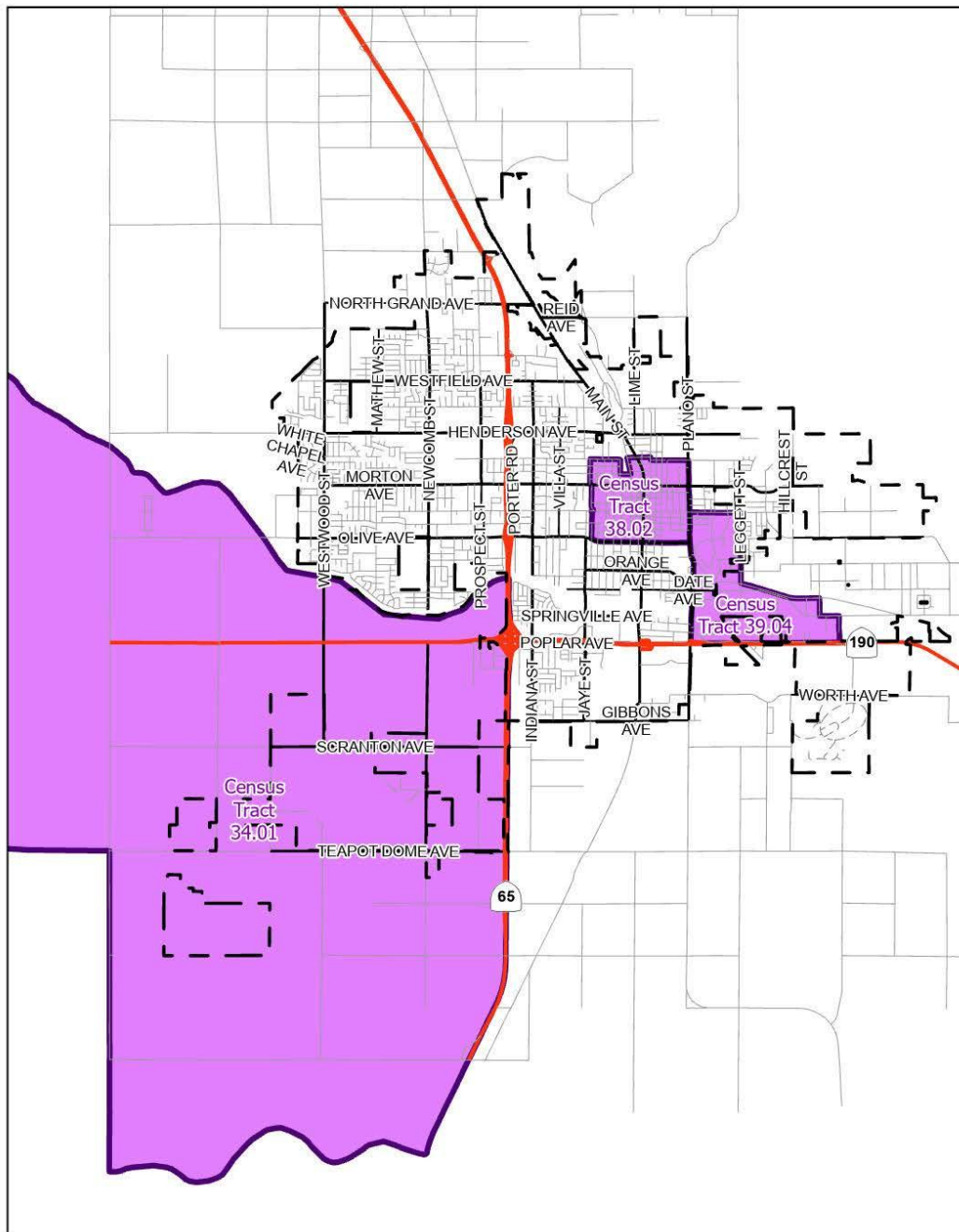
As seen in the attached jpegs, there is significant overlap between QCT's and increased flood risk in Porterville. Low-income homeowners are at increased risk of loss, as they are more likely to be uninsured or underinsured. Insurance coverage may minimize the risk to a lender and not provide enough resources to adequately rebuild.

For renters, the loss of affordable housing due to flood damage may be challenging to replace at a reasonable cost.

Increased temperatures manifested as heat waves and sustained high heat days directly harm human health through heat-related illnesses (mild heat stress to fatal heat stroke) and the exacerbation of pre-existing conditions in the medically fragile, chronically ill, and vulnerable. Increased heat also intensifies the photochemical reactions that produce smog, ground-level ozone, and fine particulates (PM2.5), contributing to and exacerbating respiratory disease in children and adults. Increased heat and carbon dioxide enhance the growth of plants that produce pollen, which are associated with allergies. Increased temperatures add to the heat load of buildings in urban areas and exacerbate existing urban heat islands, increasing the risk of high ambient temperatures. *Climate Change and Health Profile Report Tulare County. Homeless, under-resourced, those without working air conditioning systems, and other vulnerable residents will be most impacted. The Tulare County temperature increase estimate pic and graph are attached.

In almost every category of "Climate Change Exposures" outlined in the Tulare County study, low-income residents were listed as a population most affected.

Eligible Census Tracts



 Eligible Census Tract

 City Limits

0 1 2 Miles

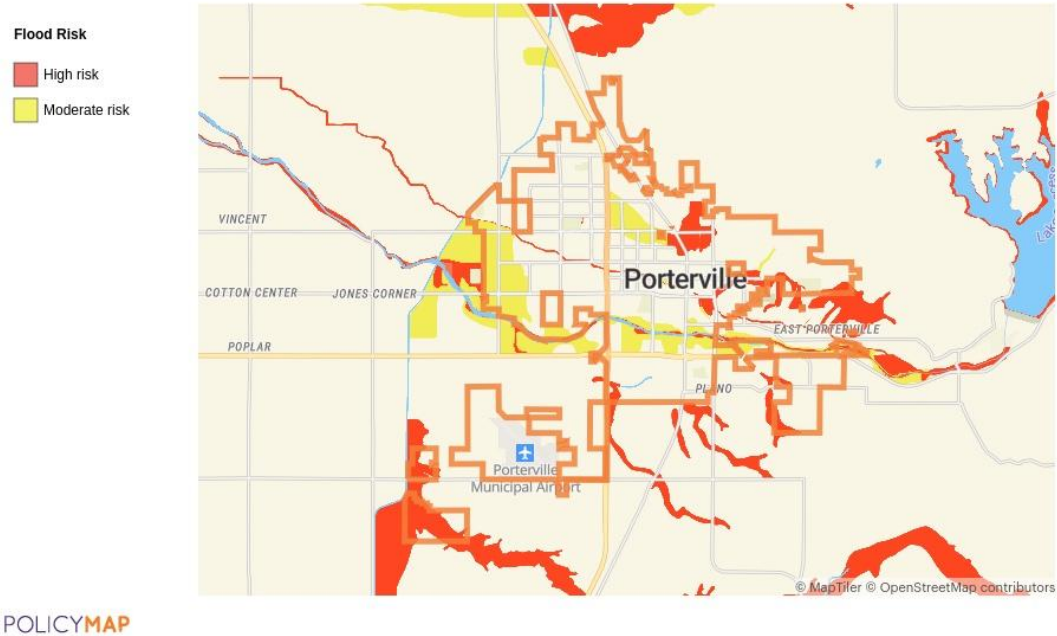


Date Printed: 9/16/2024 by the Community Development Department

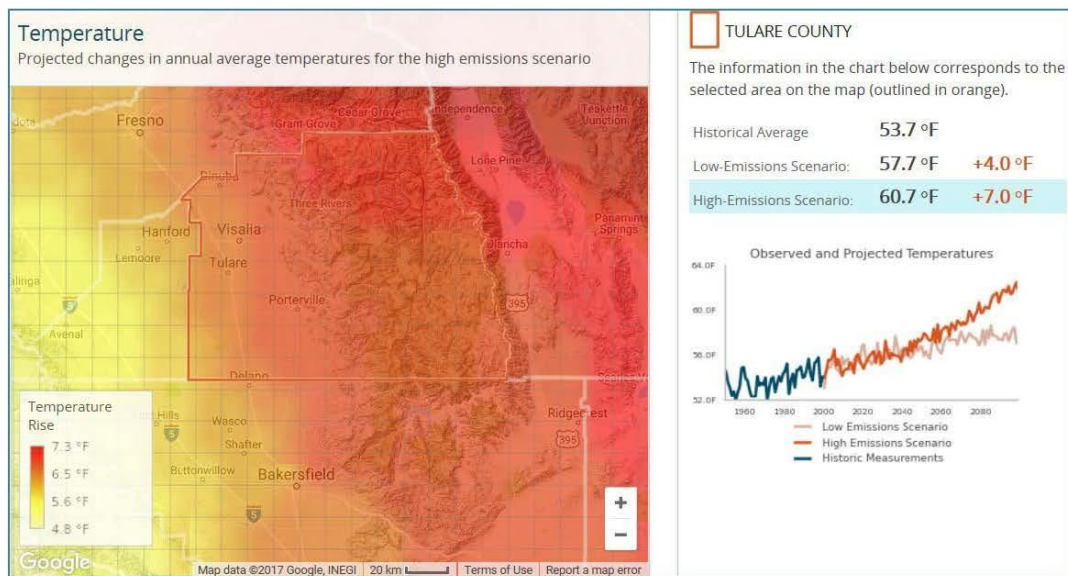
Eligible Census Tracts

Flood Risk 2025

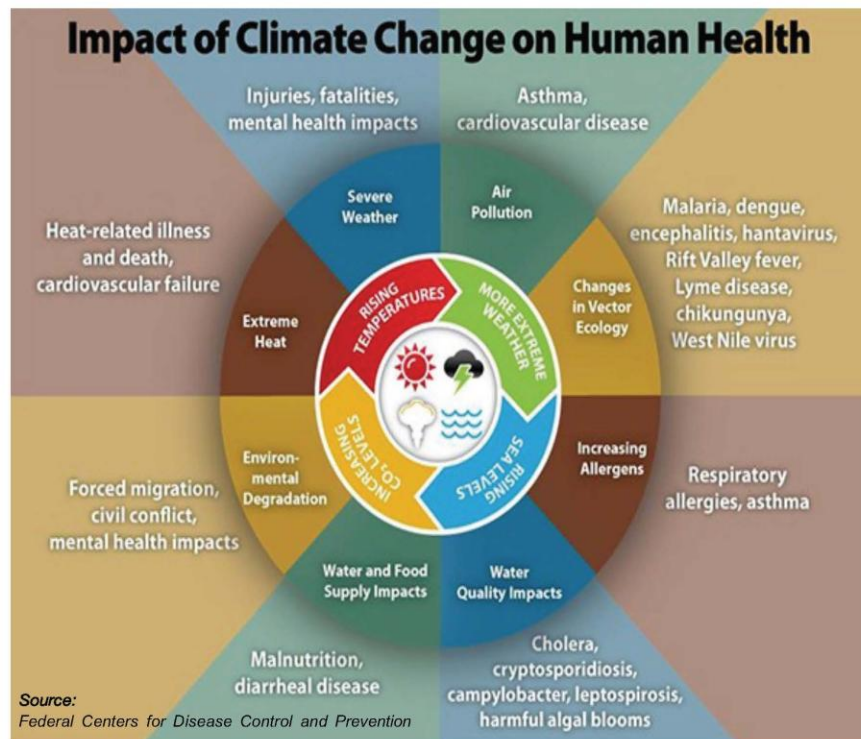
The map below illustrates areas of high and moderate flood risk in the report area. ‘High Flood Risk’ translates to a 1.0% annual chance flood risk, while ‘Moderate Flood Risk’ indicates 0.2% annual chance flood event. These maps are built from the most recent Federal Emergency Management Agency (FEMA) flood risk data. [Explore ways to enhance resilience to flooding and other climate-related threats.](#)



Flood Risk



Temperature Estimates



Impacts of Climate Change

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan serves as a planning document that outlines the anticipated resources over the course of 5-years from CDBG entitlement funding, program income, and other sources. Additionally, a series of goals is described, illuminating how the City will prioritize available financial resources, geographic priorities, and expected outcomes.

Priorities and goals were determined through analysis of multiple data sources:

- Comprehensive community surveys and outreach
- Interview and consultation with area stakeholders
- Staff recommendations
- Results of previous monitoring of subrecipients
- HUD Annual Homeless Assessment Report
- HUD Worst Case Housing Needs
- Policy Map, Community Profile
- HUD Community Resiliency Kit
- Community Housing Assessment Strategy (CHAS) data
- American Housing Survey (AHS) data
- American Community Survey (ACS) 5-Year Estimates

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 47 - Geographic Priority Areas

1	Area Name:	Citywide
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The City did not identify a geographic target area as a basis for funding allocation priorities. Goals are not limited to a specific area within the City of Porterville.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	Priority Need Name	Provide Decent Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Citywide
	Associated Goals	Planning and Administration Housing

	Description	A decent place to live removes the barriers to opportunity, success, and health that have been part of a family's life for years, if not generations. Creating safe and decent places to live can have incredibly positive effects on a family's health, students' study habits, and a neighborhood's overall attractiveness and stability. Decent housing includes a spectrum of solutions: new construction, repair and renovation, housing finance, infrastructure development, and secure land tenure, among others. The City of Porterville is committed to working on various opportunities to assist residents secure and/or maintain decent, affordable housing.
	Basis for Relative Priority	Providing people with a range of housing choices has many positive aspects – both for the community in general and for individual families. As individuals and families move from one stage of life to the next, various housing types enable them to live in a place that suits their needs while allowing them to reside in the same community, keeping those ties and staying close to family members if they desire.
2	Priority Need Name	Create A Suitable Living Environment
	Priority Level	High

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	Citywide
	Associated Goals	Planning and Administration Public Services Housing Public Facilities and Infrastructure Improvements
	Description	Create a Suitable Living Environment A good living environment is essential for good quality of life. A functional and sound living environment allows different people to lead their daily lives and fulfill their basic needs: living, services, working, recreation, hobbies, rest, and privacy.

	Basis for Relative Priority	Jobs, family income, transportation costs, and housing are intricately connected. New research has shown that stable families, communities, and housing positively impact economic vitality. Providing opportunities for workers to live in the city where they work positively affects in-commuting and reduces transportation costs.
3	Priority Need Name	Expand Opportunities for LMI Persons
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	Citywide

Associated Goals	Planning and Administration Public Services Public Facilities and Infrastructure Improvements Economic Development Business Assistance
Description	Expanding opportunities to low- and moderate-income persons helps to foster local economic development, neighborhood improvement, and individual self-sufficiency.
Basis for Relative Priority	Expanding opportunities for low- and moderate-income residents helps residents become financially stable and remain in safe and stable housing.

Narrative (Optional)

The City of Porterville seeks to encourage viable community development by promoting integrated approaches that **provide decent housing, a suitable living environment, and expand economic opportunities for low- and moderate-income persons**. The primary means towards this end is the development of partnerships among all levels of government and the private sector, including for-profit and non-profit organizations. Housing and community development are not viewed as separate programs but rather as the various elements that make up a comprehensive vision of community development.

Needs were identified to align with HUD CDBG objectives. The listed needs cover each of the critical areas identified by community stakeholders.

While optional, this narrative section helps frame the goals and projects outlined in this plan.

Discreet activities are identified once the plan is approved and are a function of the reporting side of HUD's Integrated Disbursement & Information System (IDIS).

Needs identified correlate directly to goals identified elsewhere in the following way:

Provide Decent Housing

The need for decent, affordable housing is the focus of the housing goal. The City of Porterville will work with stakeholders to identify opportunities to develop, build, and preserve affordable housing and work to provide supportive services to decrease housing insecurity among the most vulnerable city residents. Homebuyer assistance, homebuyer education, and housing rehabilitation will continue to be priorities for the city.

Create a Suitable Living Environment

This need will be addressed by both the public service, housing, and public facility/infrastructure improvement goals. The city is continuing to work with community stakeholders to identify critical, unmet public service needs; identify opportunities to help LMI residents stay in their homes through housing rehab, thereby preserving affordable housing; and undertake ADA and other infrastructure and facility improvements to create a more suitable living environment for Porterville's LMI residents.

Expand Opportunities for LMI Persons

Increased access to funding for eligible microenterprises and local businesses will address this need. Support for vulnerable populations also expands economic opportunities for LMI Porterville residents by providing stabilizing, critical assistance and access support.

Planning and Administration are considered to support each need, goal, and project outlined in this Consolidated Plan.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The City of Porterville acknowledges the high need for decent, affordable housing. However, the city does not receive a HOME allocation and does not have a TBRA program.
TBRA for Non-Homeless Special Needs	The City of Porterville acknowledges the high need for decent, affordable housing within the city. The City does not receive a HOME allocation and does not have a TBRA program.
New Unit Production	The need for new housing units continues to be high and the need to assist Porterville's most vulnerable residents transition to suitable, affordable housing was identified as a need during stakeholder discussions. The City will work with development stakeholders to identify opportunities to expand the affordable housing available throughout Porterville. While the City of Porterville does not receive direct HOME dollars for housing unit construction, staff is committed to strategic investment opportunities that expand affordable housing locally.
Rehabilitation	The City is committed to ensuring the existing housing stock is safe and livable for low- to moderate-income residents. During this Consolidated Plan (CP) period, the City of Porterville will continue to work internally and with community partners to preserve affordable housing by offering rehabilitation of existing homes. This allows current owners to continue living in affordable housing while creating a more safe, suitable living environment through rehab that addresses health, safety, and accessibility issues.

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Acquisition, including preservation	The City of Porterville may utilize strategic acquisitions to help support LIHTC and other affordable housing projects. The City will work with development stakeholders to identify opportunities to expand, through acquisition, the affordable housing available throughout Porterville. While the City of Porterville is not currently a HUD Participating Jurisdiction (PJ) with a direct allocation of HOME dollars for housing construction, the city may be awarded competitive state-provided HOME funds and continues to explore all opportunities for affordable housing development.

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City of Porterville prioritized goals and objectives for using CDBG funding to strategically and effectively benefit low- and moderate-income residents by increasing decent housing, creating a suitable living environment, and expanding economic opportunities.

The City of Porterville follows HUD guidelines and limits public services to no more than 15% and administration to 20% of the annual entitlement.

The funding amounts shown are estimates based on the 2024 Program Year. Increases or decreases in the actual funding award will require percentage adjustments to meet statutory requirements. Funding for PY 2025 will be adjusted to reflect the exact amount received using an accurate percentage increase or decrease to modify resources accordingly. Projects funded with prior-year resources may not be affected.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	653,932	32,701	870,000	1,556,633	2,516,195	The City anticipates receiving \$653,932 in annual entitlement from FY2025 - FY2029 for a total of \$3,170,127. The City estimates PI at \$32,701 and prior year resources at \$870,000 to allocate in year one.

Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Porterville does not receive funding from additional HUD programs, including HOME, HOPWA, or ESG, that may require a match.

HUD CDBG funds do not require a match, though all fund leveraging will be appropriately reported.

The projects outlined in the Strategic Plan, implemented by outside agencies, are anticipated to use CDBG funding to leverage their initial financial resources.

- **Affordable housing supply projects are expected to leverage local, state, federal, and/or private funds.**
- Subrecipients must report on match support for projects.

With limited funding, it is expected that each external public service provider will provide matching dollars to support program operations.

Infrastructure and Facilities funding is used to match city or organization dollars for activities undertaken whenever possible.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

At present, no publically owned land will be utilized during this plan cycle. Efforts will be made to explore all options for eligible projects with available resources.

Discussion

The City expects partners to leverage CDBG funding to the fullest extent possible to implement robust programs that will further meet the needs of area residents.

Staff will continue working with Porterville stakeholders to identify opportunities to partner and leverage all available funds.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Porterville	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

Porterville has various service providers who provide targeted assistance and mainstream services, such as health, mental health, and employment services to homeless persons and persons with HIV.

Area non-profits help provide public service activities that improve the lives of low- and moderate-income residents. The City may administer HUD CDBG programs both internally and working with external subrecipients.

The City also has a strong working relationship with;

- Continuum of Care on Homelessness, including Coordinated Entry,
- The Housing Authority of Tulare County
- Tulare County's Community Coordination Team

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X		X
Education	X		X
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The Porterville Health Care Clinic, part of the Tulare County Department of Public Health, offers services for the homeless and HIV care. Anonymous HIV testing, care, and resource referrals are available to everyone.

Tulare County Health and Human Services Agency (HHSA) collaborates with partners and offers a variety of programs and resources for homeless or unhoused individuals and families. Services provided include aging services, child welfare, employment assistance, housing, SSI advocacy, medical services, and veteran support. Kids and teens are an essential part of any community, and Tulare County HHSA is committed to supporting children's health, education, and overall well-being.

HHS Community Coordination Team (CCT) serves Tulare County's following populations: homeless, those with severe mental illness/substance abuse disorder, and children/youth.

CCT provides Enhanced Care Management (ECM) services such as outreach & engagement, assessment & care planning, care coordination, referrals, health promotion, coordinated entry for housing assistance, Alcohol & Other Drug (AOD) services, notary, and benefit eligibility.

Porterville's Local Initiatives Navigation Center (LINC) provides multiple services for homeless residents, including vouchers for DMV ID, mental health services, HIV/AIDS education & resources, housing needs assessment through coordinated entry, enrollment in Medi-Cal & CalFresh, childcare services, employment assistance, free cell phones, and referral services for other key resources.

Visalia VA clinic offers services, support, advocacy, and referrals to the veteran community in Porterville, including homeless Veterans. CalVet can help veterans access needed benefits and assists unhoused veterans.

Veterans Services of Tulare County is located in Porterville and can connect veterans to their earned benefits and additional resources.

Through multiple resources, local homeless veterans receive referrals and assistance to access HUD-Veterans Affairs Supportive Housing (VASH) vouchers. The Housing Authority of Tulare County received 68 VASH vouchers between 2009 and 2023.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The City of Porterville has an excellent variety of services available to all community members, especially beneficial to the populations targeted in the CDBG program, special needs residents, and persons experiencing homelessness. The most significant gap is in case management and service provision. Limited funds are available for this critical need and are provided mainly by other grants, though a small CDBG allocation from public services funding is currently approved. The community also needs more permanent supportive housing options to help provide stable housing to special needs populations.

California Advancing and Innovating Medi-Cal (CalAim) is a multi-year initiative to help transform and strengthen Medi-Cal by focusing on equitable, coordinated care to improve health outcomes and overall well-being for Medi-Cal enrollees. This program, along with an award from

California's Permanent Local Housing Allocation, is helping to make the navigation center in Porterville more sustainable.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

To overcome gaps in the system, the City will continue to provide opportunities for public, private, and governmental organizations to come together to share information, advocate for issues of concern, leverage resources to make projects happen, and address barriers associated with implementing activities, and coordinate efforts.

Funding gaps will still exist. The City will continue to search for additional funding, leverage resources, and efficiently administer programs. Likewise, increased coordination between providers can lead to more efficient program management.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Planning and Administration	2025	2029	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Provide Decent Housing Create A Suitable Living Environment Expand Opportunities for LMI Persons	CDBG: \$860,694	Other: 5 Other
2	Public Services	2025	2029	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Create A Suitable Living Environment Expand Opportunities for LMI Persons	CDBG: \$532,500	Public service activities other than Low/Moderate Income Housing Benefit: 525 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Housing	2025	2029	Affordable Housing	Citywide	Provide Decent Housing Create A Suitable Living Environment	CDBG: \$925,717	Homeowner Housing Rehabilitated: 10 Household Housing Unit Direct Financial Assistance to Homebuyers: 8 Households Assisted
4	Public Facilities and Infrastructure Improvements	2025	2029	Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Create A Suitable Living Environment Expand Opportunities for LMI Persons	CDBG: \$1,681,184	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 9650 Persons Assisted
5	Economic Development Business Assistance	2025	2029	Non-Housing Community Development	Citywide	Expand Opportunities for LMI Persons	CDBG: \$350,071	Jobs created/retained: 3 Jobs Businesses assisted: 7 Businesses Assisted

Table 53 – Goals Summary

Goal Descriptions

1	Goal Name	Planning and Administration
	Goal Description	General Administrative funds will pay reasonable program administrative costs and carrying charges related to planning and executing community development activities. Administering federal funds and ensuring compliance is critical for utilizing Federal resources. The City of Porterville is committed to using CDBG entitlement funding for administration to help continue growing an efficient, effective, and resourceful community development program. Porterville may have administration/planning projects that include, but are not limited to: • General management, oversight, and coordination • Providing local officials and citizens with information about the CDBG program • Preparing budgets and schedules • Preparing reports and other HUD-required documents • Program planning • Public Information • Monitoring program activities • Fair Housing activities

2	Goal Name	Public Services
	Goal Description	Public services are an integral part of a comprehensive community development strategy. Public Service activities provide a wide range of activities that address needs in the community provided for the target population. Public services can strengthen communities by addressing the needs of specific populations. They can address a range of individual needs and increase CDBG dollars' impact by complementing other activities. The City of Porterville may allocate up to 15% of CDBG funds to public services programs that provide supportive services to low- to moderate-income persons or prevent homelessness. In general, these services are provided by local non-profit partners. This funding is capped at 15% of the CDBG entitlement plus prior year program income. Porterville's goal to improve and provide public services may include but is not limited to: • Employment services • Child care • Health services • Substance use services • Fair housing counseling • Education programs • Services for homeless persons • Services for seniors

3	Goal Name	Housing
	Goal Description	The City prioritized goals and objectives for using CDBG funding to strategically and effectively benefit low- and moderate-income residents by increasing access to decent housing and creating a suitable living environment while expanding economic opportunities for LMI persons. Porterville is committed to improving and expanding access to safe and affordable housing for low- and moderate-income (LMI) residents. Affordable and safe housing helps to provide financial stability, reduces the chances of a person becoming homeless, and promotes housing sustainability. Porterville's projects to improve housing sustainability may include, but are not limited to: • Homeownership Assistance • Rehabilitation (single-unit residential and/or multi-family residential) • Energy efficiency improvements • The administrative cost for rehabilitation activities • Lead-based paint testing/abatement • Housing Counseling and/or classes

4	Goal Name	Public Facilities and Infrastructure Improvements
	Goal Description	Public Infrastructure Improvements will focus on safe and accessible infrastructure essential to the quality of life and building communities that support community diversity and stability. Public infrastructure improvements will generally include the acquisition, construction, reconstruction, and installation of public infrastructure. Porterville's goal to improve and expand public infrastructure may include, but is not limited to: • Park Improvements • ADA Improvements • Sidewalks Public Facilities and Improvements are publicly-owned facilities and infrastructure such as playgrounds, underground utilities, and buildings owned by nonprofits open to the general public. Safe and accessible infrastructure is essential to the quality of life and building communities that support community diversity and stability. Public facilities and public improvements are generally interpreted to include all facilities and improvements that are publicly owned or owned by a nonprofit and open to the general public. Acquisition, construction, reconstruction, rehabilitation, and installation of public facilities and improvements are eligible activities. Porterville's goal to improve and expand public facilities may include, but is not limited to: • Youth Facilities • Homeless and Domestic Violence Facilities • Neighborhood Facilities • Health Facilities

5	Goal Name	Economic Development Business Assistance
	Goal Description	The City of Porterville is committed to assisting microenterprises and local businesses succeed. Porterville will assist qualifying microenterprise businesses and provide loans for job creation/retention for qualifying businesses. The ability to build strong communities through business assistance remains a priority. By assisting eligible microenterprises and businesses, the City of Porterville will help owners and workers build a more sustainable and self-sufficient future. Underwriting all loans for job creation/retention will help ensure a sustainable program into the future.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City of Porterville does not receive a direct HOME allocation and is not considered a HOME PJ. The HOME requirements do not apply to CDBG funding received.

The following information is a narrative for planned projects that do not meet HOME requirements.

During the 2025-2029 Consolidated Plan period, the City of Porterville will have projects that help to support affordable housing for low- to moderate-income residents. **The City does not receive a direct HOME allocation.**

- Homeowner Housing Rehabilitated - 10 Households Assisted
- Lead-Based-Paint Mitigation - 3 Households Assisted as part of a rehab activity
- Homebuyer Assistance - 8 Households/Homebuyers

Other non-housing programs will also help support low and moderate-income residents. However, these are not included in the estimates above, as they do not provide affordable housing.

- Public Facilities and Infrastructure projects - 9,650 persons assisted
- Public services - 525 persons assisted
- Businesses Assisted (Microenterprise and Business Loans for job creation/retention) - 7 businesses, 3 jobs created/retained

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Section 504 of the Rehabilitation Act of 1973 is a federal law, codified at 29 U.S.C. § 794, that prohibits discrimination based on disability in federally-assisted programs or activities. Specifically, Section 504 states, "No otherwise qualified individual with a disability in the United States. . . shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, service or activity receiving federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." This means that Section 504 prohibits discrimination based on disability in any program or activity that receives financial assistance from any federal agency, including HUD, as well as in programs conducted by federal agencies, including HUD.

An individual with a disability is any person who has a physical or mental impairment that substantially limits one or more major life activities. The term physical or mental impairment may include, but is not limited to, conditions such as visual or hearing impairment, mobility impairment, HIV infection, developmental disabilities, drug addiction, or mental illness. In general, the definition of "person with disabilities" does not include current users of illegal controlled substances. However, individuals would be protected under Section 504 (as well as the ADA) if the purpose of the specific program or activity is to provide health or rehabilitation services to such individuals.

The term major life activity may include, for example, seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, speaking, or working. This list is not exhaustive. Section 504 also protects persons with a record of such impairment or who are regarded as having such an impairment.

The Housing Authority of Tulare County is not under a Section 504 Voluntary Compliance Agreement.

Activities to Increase Resident Involvements

HATC has dedicated seats on its Board of Directors for two Resident Commissioners.

This opportunity ensures residents have a voice in HATC governance and operation.

Residents are also encouraged to attend public meetings/hearings to have their voices, ideas, and concerns recorded.

HATC provides residents with educational opportunities to promote self-sufficiency and partners with the City to promote the First-Time Home Buyers Education Program.

The FTHB Education program can help HATC residents plan to exit Section 8 to purchase their first home. The class has a Credit and Creditworthiness module as well as a budgeting module that is helpful even if they decide not to purchase a home.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

N/A

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

Barriers to affordable housing in the City of Porterville are largely associated with costs of housing. Rental prices for the available stock of housing are higher than they have ever been. Building more affordable housing is imperative but costs of permits and development fees have increased and therefore created challenges to affordable housing development.

The disparity between income and housing costs stands as the greatest barrier for households seeking to obtain affordable housing in the City. Other barriers to affordable housing in the City may include permit costs and development impact fees, building codes, off-street parking standards, and restrictive zoning, as these policies or costs may negatively affect the development of affordable housing and residential investment in this jurisdiction. The City strives to mitigate these issues as effectively as possible.

Consultation with a regional developer revealed the following:

“Zoning is a big challenge for housing developers. A lot of land is available and ideal for housing but not zoned for this use; it’s either commercial or single family. Mixed use zones seem to a creative option; it invites more development options. The process to request rezoning can be arduous and expensive. Zoning is always contentious. There is also not as much trust if a developer has initiated the process to rezone; there is more likely to be push back. Also, funding timelines are lengthy: from the time an application is submitted, reviewed, and awarded, a significant amount of time has passed. And the funding award may not match the request, which puts the developer in a difficult situation. It would be great for the City of Porterville to develop specific communication for developers so they are aware of funding opportunities. There is a lot of interest to develop there.”

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Actions identified in the 2023 Housing Element study will help guide the City of Porterville during this CP cycle.

From the Porterville 2023-2031 Housing Element study:

*** Need more housing options for both renters and buyers at all income levels.**

How addressed: The City will encourage housing development and diversification of the City’s housing stock to create additional housing for households of all income levels.

- Housing Plan Program 5 directs the City to encourage the production of ADUs as an affordable housing option by spreading awareness of available ADU resources by updating the City’s website and conducting educational campaigns. In addition, the City will prepare a report to identify strategies and implement a pilot program to advocate for ADUs as an affordable housing option for low and moderate-income households.
- Housing Plan Program 6 directs the City to amend the Zoning Code to facilitate the development of various housing types. The City will review and revise development standards, including those related to allowed land uses in various zones, parking, and building height. The City will also revise the Zoning Code to allow single-room occupancy housing, streamline the permitting process, and ensure ministerial permitting processes for multifamily and affordable housing development. In addition, the Zoning Code will be amended to comply with state density bonus law and reasonable accommodation requirements and to comply with state law and remove barriers for developing transitional and supportive housing, emergency shelters and low-barrier navigation centers, employee housing, and residential care facilities.
- Housing Plan Program 7 directs the City to utilize a variety of development tools to expand affordable housing options for households of all income levels, such as density bonuses, development fee reductions and streamlining the application process. The City will contact local non-profit and private developers to facilitate the production of this housing as well as pursue funding opportunities available at the local, regional, state and federal levels. The City will also provide opportunities for public, private and non-profit groups to develop affordable housing by constructing off-site improvements and physical infrastructure as Capital Improvement Projects.

Need for financial assistance for low-income renters and homeowner households.

How addressed: The City will coordinate with local service providers and agencies that operate assistance programs for low-income households to spread awareness of available financial resources.

- Housing Plan Program 10 directs the City to facilitate housing development for low-income households in coordination with the Housing Authority of Tulare County (HATC), service providers, and affordable housing developers.
- Housing Plan Program 11 directs the City to assist low-income first-time homebuyers with gap financing, down payment, and closing costs as funds are available. The City will also provide homebuyer education classes to low-income families as grant funds are available.

- Housing Plan Program 14 directs the City to increase awareness about existing low-income homebuyer assistance programs by distributing flyers, attending local events, facilitating social media campaigns, and hosting educational workshops.

Additional Strategies from the 2023 Housing Element

Need for housing for people with special needs.

How addressed: The City will coordinate with local service providers and agencies that operate assistance programs for low-income households to spread awareness of available financial resources.

- Housing Plan Program 6 directs the City to amend the Zoning Code to allow single-room occupancy housing, comply with CA density bonus law and reasonable accommodation requirements, and remove barriers to the development of transitional and supportive housing, emergency shelters and low-barrier navigation centers, employee housing, and residential care facilities.
- Housing Plan Program 10 directs the City to work with agencies to provide resources to special needs populations and spread awareness of the HATC's Housing Choice Voucher (HCV) program and other available assistance programs through the City's website, social media pages, and in-person community events.
- Housing Plan Program 13 directs the City to consider providing transit services to persons with disabilities by evaluating the need to expand services, such as the service hours of Porterville Transit's ADA Paratransit service.

*** Need for housing close to transportation, jobs, and services.**

How addressed: The City will provide infrastructure to create a safe and accessible environment, attract businesses and investments, contribute to economic growth and ensure equal access to essential services. The Site Inventory has identified several opportunity sites for housing less than one mile from the Porterville Transit Center, along Main Street and Henderson Avenue in Northeast Porterville and in Central Porterville, with access to public transit and commercial services.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City will work with the Continuum of Care and local partners in reaching the local homeless population and assessing their needs. The City remains committed to helping residents maintain stable housing and assisting individuals who are already experiencing homelessness to transition into housing.

The City of Porterville will support vital public services that provide outreach and assistance to homeless individuals and families.

This support includes PY 2025 funding for:

- Kings/Tulare Homeless Alliance Local Initiatives Navigation Center (LINC) offers outreach and assistance to homeless persons at a centralized Porterville location;
- Central California's Family Crisis Center for their Homeless Outreach Program (HOP) offering street outreach and essential consumables to those homeless in Porterville;
- Kingsview Navigation Center offers shelter beds, meals, case management, referrals, and other services to those experiencing homelessness in Porterville;
- Porterville's Police Department also conducts street outreach and helps those experiencing homelessness connect with services and resources.

Porterville participated in the Tulare County Homeless Taskforce. The purpose of the Tulare County Task Force on Homelessness is to advise and assist the Tulare County Health & Human Services Agency in the Agency's efforts to address homelessness issues affecting the community and to report to the Tulare County Board of Supervisors on a periodic basis.

The Task Force is focused on identifying, developing, and implementing innovative strategies. It is intended to serve as the platform for coordinating existing local services and programs for homeless populations, leading to an increase in service-delivery efficiency and an overall reduction of homelessness in Tulare County.

The City participates in the LINC Committee, which is a planning committee to secure additional resources that are needed to be recruited to participate in the by weekly LINC events hosted at the Porterville Navigation Center.

Addressing the emergency and transitional housing needs of homeless persons

The Porterville Navigation Center (PNC) opened in October 2020 through a collaboration with the City of Porterville and Turning Point of Central California, which acquired and rehabilitated a former school site. The Navigation Center provides 30 low-barrier emergency/bridge shelter beds, daily meals, case management services, resources including clothing and hygiene kits, showers, and laundry facilities. The operator of the PNC is Kings View. PY 2025 funding is estimated at up to \$60,000 for this vital service.

The City will also continue to support case management services for PSH residents, assisting these formerly homeless households maintain housing and access the resources/services they need to stabilize their living environment.

Additional resources are listed elsewhere in this section.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The 2025-2029 Consolidated Plan prioritizes helping homeless people transition to permanent housing. Local partners have experience implementing successful homeless assistance programs, and we will continue to work to identify opportunities to support year-round low-medium barrier shelter beds for men, women, and families.

The PIT count consistently shows that the vast majority of Porterville's homeless are unsheltered. Much of Porterville's PY 2025 public service dollars will be allocated to help organizations address the needs of Porterville's homeless population. The City works closely with the CoC and local non-profits to consider innovative ways to reach and serve homeless people in Porterville.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The City of Porterville is continuing support of Case Management for PSH with Family Services of Tulare County.

The Health and Human Services Agency (HHS) of Tulare County assists with coordination of care and referrals for those leaving institutional settings. While there is greater need than staff can address, resources are available for referrals to a vast array of services and housing navigation, coordination of care with case managers, SSI advocacy, medical and behavioral healthcare, employment assistance/referrals, veterans support, and other available resources.

In PY 2025, the City of Porterville is also funding navigation/referral services and outreach to homeless persons and those at risk of becoming homeless in Porterville.

Resources for Persons Experiencing Homelessness

The Porterville Navigation Center (PNC) opened in October 2020 through a collaboration with the City of Porterville and Turning Point of Central California, acquired and rehabilitated a former school site. The Navigation Center provides 30 low-barrier emergency/bridge shelter beds, daily meals, case management services, resources including clothing and hygiene kits, showers, and laundry facilities. The operator of the PNC is Kings View. PY 2025 funding is estimated to be up to \$60,000 for this vital service.

The City of Porterville supports and collaborates with local service providers, through the Kings/Tulare Homeless Alliance (KTHA), to assist homeless individuals and families. KTHA develops funding priorities for the various funding sources that come through them as the local Continuum of Care. Funding priorities include supporting existing projects that support the Housing First model, Permanent Supportive Housing (PSH), Bridge Housing, Navigation Centers, Emergency Shelters, Housing Navigators, and programs that help individuals experiencing homelessness move to permanent housing.

The City continues funding KTHA with \$5,000 in PY 2025 to support KTHA's outreach efforts to persons experiencing homelessness through the Local Initiative Navigation Center (LINC) events held at the Porterville Navigation Center. Weekly LINC events offer housing assessments, connections to benefits, support service providers, and access to other services on a scheduled basis such as vaccinations, haircuts, prescription eyeglasses, etc. They also provide consumables and supplies to homeless clients.

Central California Family Crisis Center (CCFCC) has programs to meet the demand and needs of domestic violence victims, homeless, and their children. They have case managers and street outreach through the Homeless Outreach Program (HOP). HOP is also a recipient of CDBG funds and provides essential consumable items at CCFCC drop-in center and during outreach events to those experiencing homelessness. PY 2025 funding is expected to be \$4,000

The City of Porterville's Police Department conducts street outreach and assists individuals experiencing homelessness by connecting them with services and resources and providing crisis

intervention. The team, dedicated police officers and a crisis intervention specialist, work with local partners to connect them to services.

The City continues its efforts of providing CDBG funds in the amount of up to \$15,500 for PY 2025 to Family Services of Tulare County as matching funds for case management (public services) to support permanent supportive housing. This project provides case management services to five households at any point in time, but is currently assisting six households.

The Kings View PATH program aims to reach mentally ill homeless individuals and link them with housing resources, medical care, mental health, and social services. Staff goes to where the homeless are located and engages potential clients to assess their mental health needs and whether they are aware of the various mental health services that the County provides, ideally linking them up with needed services.

Additionally, PATH maintains a caseload of 30 Seriously Mentally Ill (SMI) individuals in stable housing, providing them with a wide range of mental health services in assisting them back to a higher level of independence. If that is not possible due to the chronicity of their mental illness, Kings View works closely with the consumer to obtain Social Security Disability benefits.

While not a homeless-specific resource, the PAAR Center has an office located on W. Belview Avenue and provides a total of 57 beds to individuals recovering from substance abuse. The PAAR Center provides a bed for up to 90 days and basic amenities including showers.



Community Coordination Team (CCT)

CCT serves Tulare County's following populations: homeless, severe mental illness/substance use disorder, and children/youth. CCT provides Enhanced Care Management (ECM) services such as outreach & engagement, assessment & care planning, care coordination, referrals, health promotion, coordinated entry for housing assistance, Alcohol & Other Drug (AOD) services, notary, and benefit eligibility. Referrals should be made directly through the HMIS, however, the team can intake referrals by phone or email.

CCT email address: CCT@tularecounty.ca.gov **CCT phone number:** (559) 623-0101



Assistance for the Unhoused

Tulare County HHSA collaborates with partners and offers a variety of programs and resources for homeless or unhoused individuals and families. Services provided include aging services, child welfare, employment assistance, housing, SSI advocacy, medical services, and veteran support. We are committed to serving the unhoused population and increasing accessibility to resources.

Website: <https://tchhsa.org/eng/assistance-for-the-unhoused/>



Behavioral Health/Mental Health

Tulare County Mental Health is committed to improving the lives of anyone experiencing mental illness and/or substance use disorder challenges by providing an array of services for individuals of all ages. Individuals served through our Mental Health system of care may be eligible for additional housing support and linkage such as room and board, board and care, and supportive living sites.

24-Hour Crisis and Access Lines

Mental Health Crisis Line: 1-800-320-1616

Suicide & Crisis Lifeline: 9-8-8

Substance Use Disorder Access Line: 1-866-732-4114

Warm Line: 1-877-306-2413



TulareWORKs Homeless Programs

Provides various forms of housing assistance for CalWORKs-eligible applicants/participants experiencing/at risk of homelessness or fleeing domestic violence. Assistance can include temporary housing, rent arrears, security deposit, and/or rental application fees, the Housing Disability Advocacy Program (HDAP), the Housing Support Program (HSP), and additional services.

TulareWORKs Local Office: 1-800-540-6880 **24/7 Child Abuse Hotline:** 1-800-331-1585

Tulare County Adult Protective Services: 1-877-657-3092



Public Health

The Public Health Branch provides services to residents of Tulare County, including Medi-Cal beneficiaries and indigent clients. Services are provided with the intention of protecting health, preventing disease, and promoting the health and well-being of all persons in Tulare County. Public Health Services include health care clinics, health assessments, immunizations, infectious disease control, prenatal and perinatal wellness, and additional services.

Tulare County Public Health: (559) 624-8480 **Website:** www.tchhsa.org/eng/public-health

If there are other resources needed, please contact the CCT at CCT@tularecounty.ca.gov or (559) 623-0101.

HHSA Community Coordination Team Unhoused Resource Guide

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

Lead poisoning is the most significant and prevalent disease of environmental origin among children living in the United States. Lead exposures remain prevalent despite considerable knowledge and increased screening and intervention efforts. Environmental lead is a toxic substance that affects the growth and development of up to one million U.S. preschool children today, with effects ranging from learning disabilities to death. High levels of lead can cause many health problems by damaging the brain, nervous system, and kidneys.

Increased lead exposure and increased body burden remain a significant problem for children in the United States. Lead is an environmental toxicant that may cause adverse health effects to the nervous, hematopoietic, endocrine, renal, and reproductive systems. Lead exposure in young children is particularly hazardous because children absorb lead more readily than adults. Many children exposed to lead do not exhibit any signs that they have the disease. The child's signs or symptoms could be mistaken for other illnesses, and the child goes undiagnosed. Children's developing nervous system is particularly susceptible to the effects of lead. Blood lead levels (BLLs), at any detectable level, have been shown to cause behavioral and developmental disorders. Therefore, no safe blood lead level in children has been identified. It is increasingly important for continued childhood lead poisoning prevention education and awareness.

Lead-contaminated water, soil, and paint are potential sources of children's lead exposure. Dust from deteriorating lead-based paint is considered to be the largest contributor to the lead problem. Until the 1950s, many homes were covered inside and out with leaded paints. Lead began to fall from favor in the 1950s but was still commonly used until it was banned from use in homes after 1977. Because of the long-term use of lead-based paints, many homes in the United States contain paint surfaces that are now peeling, chalking, flaking, or wearing away. The dust or paint chips contain high levels of lead that easily find ways into the mouths of young children. A particular problem has emerged due to a large number of homes with lead-based paints, which are now undergoing renovations. Often the dust created by this work has high lead levels, which are readily absorbed by the children's developing bodies.

The City of Porterville will continue the housing rehabilitation program during this CP cycle. Providing rehab grants or loans to LMI Porterville residents will support housing stock preservation for vulnerable households. The City of Porterville will work with qualified contractors to provide rehab in pre-1978 homes as part of this project. The city & contractors will utilize HUD's Lead Safe Housing Rule (LSHR) Toolkit forms and guidance to ensure all lead hazards related to rehabilitation are properly identified, and addressed. Ensuring the

appropriate level of intervention is undertaken helps minimize risks of LBP exposure. This project will assist in addressing lead hazards in renovations assisted with CDBG dollars. The city will also share lead hazard information with all applicants eligible for rehab.

This pamphlet, "Protect Your Family from Lead in Your Home," is provided to every Homebuyer Education attendee, and this topic is part of the Homebuyer education. The pamphlet is also available at the front counter of the Community Development Department for the public to take as needed.

The city will work with partners/trade groups to encourage contractors to become Renovation, Repair, and Paint (RRP) certified to complete work and reduce LBP hazards. This will benefit not just homes enrolled in HUD-funded activities but all homeowners a contractor may work with.

How are the actions listed above related to the extent of lead poisoning and hazards?

Porterville has a considerable amount of housing built before 1980 that has the potential to be hazardous to children. The 2016-2020 CHAS estimates that **4,580 owner-occupied units were built before 1980, with approximately 26% (2,310) units have children living in them. It's estimated that 4,060 renter-occupied units were built before 1980, with approximately 11% (985) units have children present.** It's important to note the number of unreported/undetected cases of childhood lead poisoning is unknown, and the low number of reported cases should not be misconstrued as evidence that lead poisoning is not more widespread.

The City is committed to providing information on lead poisoning and reducing associated hazards. The City hopes that providing informational pamphlets and educating the public will prevent more exposure risks. The City will provide LBP pamphlets at outreach events whenever possible.

How are the actions listed above integrated into housing policies and procedures?

Since the U. S. Department of Housing and Urban Development issued Title X in 1992 to protect young children and families from lead-based paint hazards, the City of Porterville has take steps to ensure its regulations are in compliance. Program procedures and documents will include additional steps for providing notification, identifying lead hazards, performing lead-hazard reduction, using safe work practices, and achieving clearance for all pre-1978 housing activities.

Education and knowledge of Lead Based Paint is a part of all of the City's Housing Programs. A Protect your Family from Lead in your Home pamphlet from the Unites States Environmental Protection Agency is given to all participants of the Housing Programs. The City provides

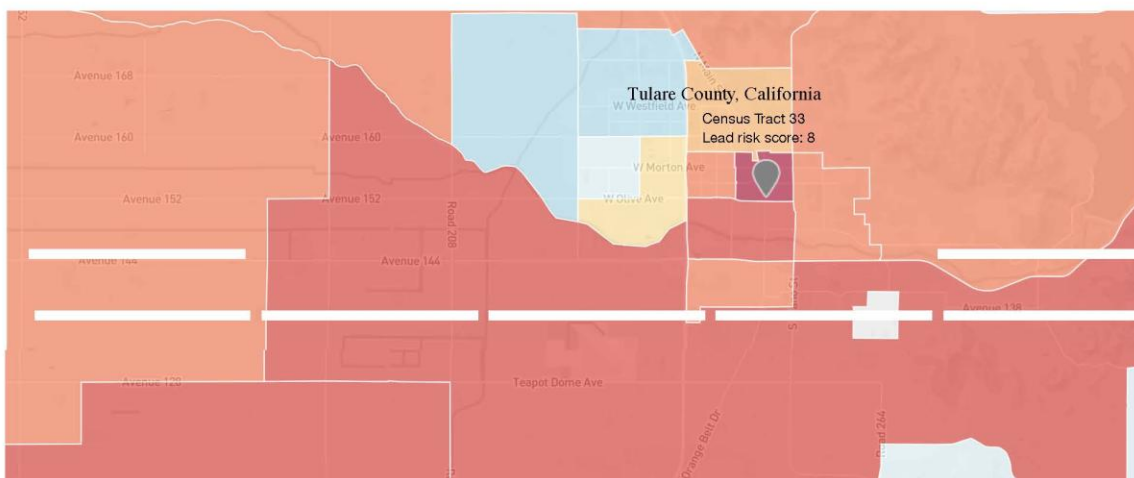
Homebuyer Education and this is included within that 8-hour course as well as providing the pamphlet to all attendees.

Where is the lead exposure risk in your community?

Where is the lead exposure risk in your community?

Vox worked with the Washington State Department of Health to map lead exposure risk nationally by census tract. We used housing and poverty data in our calculations to show areas of risk. These are not confirmed lead poisoning cases. [Download the data here. \(https://github.com/voxmedia/data-projects/tree/master/vox-lead-exposure-risk\)](https://github.com/voxmedia/data-projects/tree/master/vox-lead-exposure-risk)

Select all or deselect all lead risk layers:



Lead Risk Map

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City of Porterville has many programs designed to help low-income families such as the First Time Homebuyer Loan Program and the Owner Occupied Rehabilitation Loan Program which also includes the Public Utility Program. The City also has programs to help low-income families create or maintain their own businesses such as the Small Business Loan Program, which also includes the Micro-Enterprise program. The City also maintains a working relationship with the Housing Authority of Tulare County (HATC). The City continues to seek additional partnerships with other Agencies and Developers to provide more accessible low-income housing opportunities.

The needs, goals, and projects outlined in the Consolidated Plan work together to help reduce poverty. While poverty is a function of factors (many of which are) beyond the control of City policies, providing Porterville residents with affordable, quality housing in economically diverse neighborhoods can foster economic mobility and soften the impact of poverty.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The 2025-2029 Consolidated Plan has goals designed to help address and reduce poverty in Porterville. The goals outlined in Consolidated Plan are focused on helping improve the lives of low- and moderate-income residents.

Goal: Housing

Improving and preserving the existing house stock is key to increasing the number of affordable housing units in Porterville. The City will help ensure that low- to moderate-income residents have safe and livable housing. **Housing rehabilitation** projects and emergency home repair ensure that residents most at risk of having deferred home maintenance and unsafe living environments can remain in their homes. Additionally, **homeownership** programs help low- to moderate-income residents transition into more stable homeownership.

Porterville is committed to improving and increasing access to safe and affordable housing for low- and moderate-income (LMI) residents. Affordable and safe housing helps to provide financial stability, reduces the chances of a person becoming homeless, and promotes housing sustainability. The City prioritized goals and objectives for using CDBG funding to benefit strategically and effectively low- and moderate-income residents by increasing access to decent housing and creating a suitable living environment while expanding economic opportunities for LMI persons.

Goal: Public Services

The City will work to utilize CDBG funds for public service. Projects will help low- to moderate-income residents with the impacts of domestic violence, homelessness, and other key community services. These projects may vary over the course of the consolidated plan. Still, the focus will remain on ensuring that low- and moderate-income residents have the support they need to ensure their safety, access to affordable housing, and increased access to economic improvements.

Public services are an integral part of a comprehensive community development strategy. Public Service activities provide a wide range of activities that address needs in the community provided for the target population. In general, these services are provided by local non-profit partners. This funding is capped at 15% of the CDBG entitlement plus 15 % of previous year program income, if any.

In PY 2025 much of the CDBG Public Service funding is focused on homeless services and helping those at risk of homelessness.

Goal: Public Facilities and Infrastructure Improvements

Public Infrastructure Improvements will focus on safe and accessible infrastructure essential to the quality of life and building communities that support community diversity and stability. In general, public infrastructure improvements will include acquisition, construction, reconstruction, and installation of public infrastructure and facilities.

Goal: Economic Development Business Assistance

Business Assistance will focus on LMI Microenterprise Business Owners and loans to local businesses for job creation/retention. This will help participants become more self-sufficient and stable.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Porterville will work closely with HUD to ensure that all statutory requirements are being met and that the information being reported in the City's Consolidated Annual Performance & Evaluation Report (CAPER) is accurate and complete. Additionally, the City will participate in online and on-site HUD training when available.

Monitoring is an ongoing, two-way communication process between the City and recipients.

The goal of monitoring is to encourage the completion of projects within the contract period while ensuring that project objectives are met. Successful monitoring involves frequent telephone contacts, written communications, analysis of reports and audits, and periodic meetings.

Monitoring is the principal means by which the City:

- Ensures that HUD-funded programs and technical areas are carried out efficiently, effectively, and in compliance with applicable laws and regulations
- Assists subrecipients in improving their performance, developing or increasing capacity, and augmenting their management and technical skills
- Stays abreast of the efficacy and technical areas of HUD CDBG programs.
- Documents the effectiveness of programs administered by the subrecipients.

The City performs a risk assessment of subrecipients to identify which subrecipients require comprehensive monitoring. High-risk subrecipients include those that are:

- New to the CDBG program;
- Experience turnover in key staff positions or change in goals or directions;
- Encountering complaints and/or bad press;
- Previous compliance or performance problems including failure to meet schedules, submit timely reports, or clear monitoring or audit findings;
- Carrying out high-risk activities (economic development, job creation, etc.);
- Undertaking multiple CDBG-funded activities for the first time

The City and CDBG subrecipients are held accountable to program goals through a range of monitoring and timeliness activities.

Monitoring Visits: The City will conduct an annual visit or desk monitoring of all subrecipients. On-site visits may include an on-site interview, inspection of financial and client records relating to the CDBG funding provided, evaluation of the subrecipient's performance, analysis of the strengths and weaknesses of the program, assurance that activities comply with the Action Plan, and a report by the subrecipients of any needs, such as technical assistance or areas for program enhancement.

Evaluating Performance: Performance is measured against the goals identified in the initial CDBG subrecipient agreement. During the annual monitoring visit, the subrecipient has an opportunity to explain how goals and objectives for the year were achieved or why their goals were not reached. A follow-up letter to each subrecipient concludes the annual monitoring visit process. The letter summarizes the findings of the visit, and a copy is kept on file for reference.

Financial Management: Financial management oversight activities are also conducted each time a subrecipient requests reimbursement. City staff will verify that the subrecipient has started their program and is progressing toward their goals before approving a reimbursement request. Subrecipients also must submit the appropriate documentation to be reimbursed.

Data Management: The City will update the program and financial information in the Integrated Disbursement and Information System (IDIS) regularly to meet HUD's Timeliness requirements. The City will obtain program information from the monthly or quarterly reports received from the CDBG subrecipients.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Porterville prioritized goals and objectives for using CDBG funding to strategically and effectively benefit low- and moderate-income residents by increasing decent housing, creating a suitable living environment, and expanding economic opportunities.

The City of Porterville follows HUD guidelines and limits public services to no more than 15% and administration to 20% of the annual entitlement.

The funding amounts shown are estimates based on the 2024 Program Year. Increases or decreases in the actual funding award will require percentage adjustments to meet statutory requirements. Funding for PY 2025 will be adjusted to reflect the exact amount received using an accurate percentage increase or decrease to modify resources accordingly. Projects funded with prior-year resources

may not be affected.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	653,932	32,701	870,000	1,556,633	2,516,195	The City anticipates receiving \$653,932 in annual entitlement from FY2025 - FY2029 for a total of \$3,170,127. The City estimates PI at \$32,701 and prior year resources at \$870,000 to allocate in year one.

Table 54 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Porterville does not receive funding from additional HUD programs, including HOME, HOPWA, or ESG, that may require a match.

HUD CDBG funds do not require a match, though all fund leveraging will be appropriately reported.

The projects outlined in the Strategic Plan, implemented by outside agencies, are anticipated to use CDBG funding to leverage their initial financial resources.

- **Affordable housing supply projects are expected to leverage local, state, federal, and/or private funds.**
- Subrecipients must report on match support for projects.

With limited funding, it is expected that each external public service provider will provide matching dollars to support program operations.

Infrastructure and Facilities funding is used to match city or organization dollars for activities undertaken whenever possible.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

At present, no publically owned land will be utilized during this plan cycle. Efforts will be made to explore all options for eligible projects with available resources.

Discussion

The City expects partners to leverage CDBG funding to the fullest extent possible to implement robust programs that will further meet the needs of area residents.

Staff will continue working with Porterville stakeholders to identify opportunities to partner and leverage all available funds.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Planning and Administration	2025	2029	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Provide Decent Housing Create A Suitable Living Environment Expand Opportunities for LMI Persons	CDBG: \$138,514	Other: 1 Other
2	Public Services	2025	2029	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Provide Decent Housing Create A Suitable Living Environment Expand Opportunities for LMI Persons	CDBG: \$98,090	Public service activities other than Low/Moderate Income Housing Benefit: 105 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Housing	2025	2029	Affordable Housing	Citywide	Provide Decent Housing Create A Suitable Living Environment	CDBG: \$377,462	Homeowner Housing Rehabilitated: 3 Household Housing Unit Direct Financial Assistance to Homebuyers: 2 Households Assisted
4	Public Facilities and Infrastructure Improvements	2025	2029	Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Create A Suitable Living Environment Expand Opportunities for LMI Persons	CDBG: \$862,078	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 4500 Persons Assisted
5	Economic Development Business Assistance	2025	2029	Non-Housing Community Development	Citywide	Expand Opportunities for LMI Persons	CDBG: \$178,496	Jobs created/retained: 1 Jobs Businesses assisted: 1 Businesses Assisted

Table 55 – Goals Summary

Goal Descriptions

1	Goal Name	Planning and Administration
	Goal Description	General Administrative funds will pay reasonable program administrative costs and carrying charges related to the planning and execution of community development activities. Administering federal funds and ensuring compliance are critical for utilizing Federal resources. Porterville is committed to using CDBG entitlement funding for administration to help operate an efficient, effective, and resourceful community development program. Porterville may have administration projects that include, but are not limited to: • General management, oversight, and coordination • Providing local officials and citizens with information about the CDBG program • Preparing budgets and schedules • Preparing reports and other HUD-required documents • Program planning • Public Information • Monitoring program activities • Fair Housing activities

2	Goal Name	Public Services
	Goal Description	Public services are an integral part of a comprehensive community development strategy. Public Service activities provide a wide range of activities that address needs in the community provided for the target population. Public services can strengthen communities by addressing the needs of specific populations. They can address a range of individual needs and increase the impact of CDBG dollars by complementing other activities. The City of Porterville may allocate up to 15% of CDBG funds to public services programs that provide supportive services to low- to moderate-income persons or prevent homelessness. In general, these services are provided by local non-profit partners. This funding is capped at 15% of the CDBG entitlement plus program income. Porterville's goal to improve and provide public services may include but is not limited to: • Employment services • Child care • Health services • Substance use services • Fair housing counseling • Education programs • Energy conservation • Services for homeless persons • Services for seniors

3	Goal Name	Housing
	Goal Description	The City prioritized goals and objectives for using CDBG funding to strategically and effectively benefit low- and moderate-income residents by increasing access to decent housing and creating a suitable living environment while expanding economic opportunities for LMI persons. Porterville is committed to improving and expanding access to safe and affordable housing for low- and moderate-income (LMI) residents. Affordable and safe housing helps to provide financial stability, reduces the chances of a person becoming homeless, and promotes housing sustainability. Porterville's projects to improve housing sustainability may include, but are not limited to: • Homeownership Assistance • Rehabilitation (single-unit residential and/or multi-family residential) • Energy efficiency improvements • The administrative cost for rehabilitation activities • Lead-based paint testing/abatement • Housing Counseling and/or classes

4	Goal Name	Public Facilities and Infrastructure Improvements
	Goal Description	Public Infrastructure Improvements will focus on safe and accessible infrastructure essential to the quality of life and building communities that support community diversity and stability. Public infrastructure improvements will generally include the acquisition, construction, reconstruction, and installation of public infrastructure. Porterville's goal to improve and expand public infrastructure may include, but is not limited to: • Park Improvements • ADA Improvements • Sidewalks Public Facilities and Improvements are publicly-owned facilities and infrastructure such as streets , playgrounds, underground utilities, and buildings owned by nonprofits open to the general public. Safe and accessible infrastructure is essential to the quality of life and building communities that support community diversity and stability. Public facilities and public improvements are generally interpreted to include all facilities and improvements that are publicly owned or owned by a nonprofit and open to the general public. Acquisition, construction, reconstruction, rehabilitation, and installation of public facilities and improvements are eligible activities. Porterville's goal to improve and expand public facilities may include, but is not limited to: • Youth Facilities • Homeless and Domestic Violence Facilities • Neighborhood Facilities • Health Facilities

5	Goal Name	Economic Development Business Assistance
	Goal Description	The City of Porterville is committed to assisting microenterprises and small businesses succeed. Porterville will assist qualifying microenterprise businesses and provide loans for job creation/retention for primarily small qualifying companies. The ability to build strong communities through business assistance remains a priority. By assisting eligible microenterprises and businesses the City of Porterville will help owners and workers build a more sustainable and self-sufficient future. Underwriting all loans for job creation/retention will help ensure a sustainable program into the future.

Projects

AP-35 Projects – 91.220(d)

Introduction

Porterville will allocate \$1,613,494 in Community Development Block Grant (CDBG) funds during the first year award for the July 1, 2025, to June 30, 2026, funding cycle. This includes prior years' resources and expected program income.

Over the next year, CDBG funds will be utilized as follows:

The following projects will be funded in the 2025 program year using CDBG dollars:

- Administration and Planning - \$138,514
- Public Services - \$68,090
- Housing - \$377,462
- Public Facilities and Improvements - \$862,078
- Economic Development Business Assistance - \$178,496

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Federal CDBG funds are intended to provide low- and moderate-income households with viable communities, including decent housing, a suitable living environment, and expanded economic opportunities. Eligible activities include housing rehabilitation and preservation, homeownership opportunities, public services, community infrastructure improvements, economic development, planning, and administration.

The system for establishing the priority for the selection of these projects is predicated upon the following criteria:

- Meeting the statutory requirements of the CDBG program
- Meeting the needs of low- and moderate-income residents
- Coordination and leveraging of resources
- Response to expressed community needs
- Sustainability and/or long-term impact, and
- The ability to demonstrate measurable progress and success.

The primary obstacles to meeting underserved needs are the limited resources available to

address identified priorities. When feasible, the City of Porterville will partner with other public agencies and nonprofit organizations to leverage resources and maximize outcomes in housing and community development. In the end, however, the need far exceeds the funding available from all sources.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Projects and Activities will be undertaken Citywide to best serve the LMI community in Porterville.

The projects in PY 2025 do not emphasize any one geographic area of Porterville. The City does not have a singular concentration of low- to moderate-income residents. Funds are generally dispersed out geographically to have the most significant impact.

While some projects may focus on a low- to moderate-income area (LMA), they are not part of a greater neighborhood plan.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 56 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City did not identify a geographic target area as a basis for funding allocation priorities. Goals and projects are not limited to a specific area within the City.

Discussion

All projects supported with CDBG funds are within the Porterville city limits. The projects listed in the 2025 Annual Action Plan will benefit low—and moderate-income residents throughout the City.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

In PY 2025, the City of Porterville will support Case Management for PSH through Family Services of Tulare County and other homeless services through Kings Tulare Homeless Alliance LINC Services, Kingsview Navigation Center, and CCFCC HOP Outreach. Fair Housing Public Service Activities will also support services for the homeless and residents at risk of homelessness in Porterville.

First-Time Homebuyer Education will help prepare potential homeowners for this next step and Homebuyer Assistance will provide funding for households ready to stabilize their living situation through the purchase of a home.

One Year Goals for the Number of Households to be Supported	
Homeless	75
Non-Homeless	30
Special-Needs	4
Total	109

Table 57 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	3
Acquisition of Existing Units	0
Total	3

Table 58 - One Year Goals for Affordable Housing by Support Type

Discussion

The City of Porterville is committed to preserving existing affordable housing through rehabilitation assistance and expanding homeownership for first-time homebuyers through education and homebuyer assistance.

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Tulare County participates in the Section 8 Housing Choice Voucher (HCV) and Public Housing programs. The HA serves the City of Porterville and other Tulare County jurisdictions.

HATC strives to maintain high-quality management and operations of its housing programs and units. The HA implements its management and maintenance policies using various HUD-designed manuals, including the Admissions and Continued Occupancy Handbook, PH Maintenance Plan Document, FSS Action Plan, Public Housing Assessment System Manual, Section 8 Administrative Plan, Housing Inspection Manual, Section 8 and Voucher Program Master Book, and HUD Handbook 7420.7.

Actions planned during the next year to address the needs to public housing

City staff coordinates with the Housing Authority of Tulare County regularly and will continue to seek opportunities for partnership and expansion of available resources.

By coordinating educational opportunities with HATC and HA residents, the City and HATC provide pathways to credit repair/worthiness, budgeting, and homeownership among other resources.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HATC has dedicated seats on its Board of Directors for two Resident Commissioners.

This opportunity ensures residents have a voice in HATC governance and operations.

Residents are also encouraged to attend public meetings/hearings to have their voices, ideas, and concerns recorded.

HATC provides residents with educational opportunities to promote self-sufficiency and partners with the City to promote the First-Time Home Buyers Education Program.

The FTHB Education program can help HATC residents plan to exit Section 8 to purchase their first home. The class has a Credit and creditworthiness module as well as a budgeting module

that is helpful even if they decide not to purchase a home.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

The City of Porterville will continue to seek opportunities to support HATC residents throughout this Consolidated Plan cycle.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Affordable housing has become increasingly difficult to secure as rent rates continue to rise and rental vacancy rates reach virtually zero. Additionally, the COVID-19 pandemic triggered job loss and reduced wages, further adding to the housing instability of thousands of households throughout California. Ultimately, homelessness is often the end result and does not happen by choice.

Homelessness stems from a variety of factors:

- Unemployment,
- Unforeseen life changes,
- Substance use,
- Medical emergencies,
- Domestic violence, or
- Mental health issues.

Housing instability is particularly challenging due to the limiting wage opportunity and other financial barriers exacerbated by the pandemic. Nonprofits, community organizations, and response networks throughout California continue to increase capacity, become more sophisticated, and collaborate in their efforts to provide housing and critical support services for the most disadvantaged among us.

Often it is easy to see homelessness simply as someone living on the street. While this is the reality for some, it is not for the majority of those experiencing homelessness.

The list below outlines the various degrees of homelessness.

Imminent Risk of Homelessness: A person or family who will lose their primary nighttime residence within 14 days.

Precariously Housed: A person or family who lack a fixed, regular nighttime residence but have been offered accommodation from friends or family for an indeterminate time.

Fleeing/Attempting to Flee Domestic Violence: A person or family that is fleeing or is attempting to flee domestic violence, has no other residence, lacks resources or support networks, or does not have permanent housing.

Literally Homeless: A person or a family who lacks a fixed, regular and adequate nighttime residence. Typically, this means living in a place not meant for habitation or in an emergency shelter.

Chronically Homeless: A person or family who has experienced homelessness for at least one

year—or repeatedly—while having a disabling condition.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City will work with the Continuum of Care and local partners in reaching the local homeless population and assessing their needs. The City remains committed to helping residents maintain stable housing and assisting individuals who are already experiencing homelessness to transition into housing.

The City of Porterville will support vital public services that provide outreach and assistance to homeless individuals and families.

This support includes PY 2025 funding for:

Kings/Tulare Homeless Alliance Local Initiatives Navigation Center (LINC) offers outreach and assistance to homeless persons at a centralized Porterville location;

Central California's Family Crisis Center for their Homeless Outreach Program (HOP) offering street outreach and essential consumables to those homeless in Porterville;

Kingsview Navigation Center offers shelter beds, meals, case management, referrals, and other services to those experiencing homelessness in Porterville;

Porterville's Police Department also conducts street outreach and helps those experiencing homelessness connect with services and resources.

Porterville participated in the Tulare County Homeless Taskforce. The purpose of the Tulare County Task Force on Homelessness is to advise and assist the Tulare County Health & Human Services Agency in the Agency's efforts to address homelessness issues affecting the community and to report to the Tulare County Board of Supervisors on a periodic basis.

The Task Force is focused on identifying, developing, and implementing innovative strategies. It is intended to serve as the platform for coordinating existing local services and programs for homeless populations, leading to an increase in service-delivery efficiency and an overall

reduction of homelessness in Tulare County.

The City participates in the LINC Committee, which is a planning committee to secure additional resources that are needed to be recruited to participate in the by weekly LINC events hosted at the Porterville Navigation Center.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Porterville Navigation Center opened in October 2020 through a collaboration with the City of Porterville and Turning Point of Central California, which acquired and rehabilitated a former school site. The Navigation Center provides 30 low-barrier emergency/bridge shelter beds, daily meals, case management services, resources including clothing and hygiene kits, showers, and laundry facilities. The operator is Kings View. PY 2025 funding is estimated at up to \$60,000 for this vital service.

The City will also continue to support case management services for PSH residents, assisting these formerly homeless households maintain housing and access the resources/services they need to stabilize their living environment.

Additional resources are listed elsewhere in this section.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The 2025-2029 Consolidated Plan prioritizes helping homeless people transition to permanent housing. Local partners have experience implementing successful homeless assistance programs, and we will continue to work to identify opportunities to support year-round low-medium barrier shelter beds for men, women, and families.

The PIT count consistently shows that the vast majority of Porterville's homeless are unsheltered. Much of Porterville's PY 2025 public service dollars will be allocated to help organizations address the needs of Porterville's homeless population. The City works closely with the CoC and local non-profits to consider innovative ways to reach and serve homeless people in Porterville.

Most PY 2025 Public Service funding will be used to support homeless services, including navigation and case management, to help homeless individuals and families transition into

more permanent housing options. Assisting the homeless population navigate opportunities and access resources remains a high priority for the City of Porterville.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of Porterville is continuing support of Case Management for PSH with Family Services of Tulare County.

The Health and Human Services Agency (HHS) of Tulare County assists with coordination of care and referrals for those leaving institutional settings. While there is greater need than staff can address, resources are available for referrals to a vast array of services and housing navigation, coordination of care with case managers, SSI advocacy, medical and behavioral healthcare, employment assistance/referrals, veterans support, and other available resources.

HHS

In PY 2025, the City of Porterville is also funding navigation/referral services and outreach to homeless persons and those at risk of becoming homeless in Porterville.

Discussion

Providing resources and services for persons experiencing homelessness is a key priority for PY2025 funding.

Resources for Persons Experiencing Homelessness include:

The City of Porterville's Police Department conducts street outreach and assists individuals experiencing homelessness by connecting them with services and resources and providing crisis intervention. The team, dedicated police officers and a crisis intervention specialist, work with local partners to connect them to services.

The City continues its efforts of providing CDBG funds in the amount of up to \$15,500 for PY 2025 to Family Services of Tulare County as matching funds for case management (public services) to support permanent supportive housing. This project provides case management services to five

households at any point in time, but is currently assisting six households.

The Kings View PATH program aims to reach mentally ill homeless individuals and link them with housing resources, medical care, mental health, and social services. Staff goes to where the homeless are located and engages potential clients to assess their mental health needs and whether they are aware of the various mental health services that the County provides, ideally linking them up with needed services.

Additionally, PATH maintains a caseload of 30 Seriously Mentally Ill (SMI) individuals in stable housing, providing them with a wide range of mental health services in assisting them back to a higher level of independence. If that is not possible due to the chronicity of their mental illness, Kings View works closely with the consumer to obtain Social Security Disability benefits.

While not a homeless-specific resource, the PAAR Center has an office located on W. Bellevue Avenue and provides a total of 57 beds to individuals recovering from substance abuse. The PAAR Center provides a bed for up to 90 days and basic amenities including showers.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Barriers to affordable housing in the City of Porterville are largely associated with costs of housing. Rental prices for the available stock of housing are higher than they have ever been. Building more affordable housing is imperative but costs of permits and development fees have increased and therefore created challenges to affordable housing development.

The disparity between income and housing costs stands as the greatest barrier for households seeking to obtain affordable housing in the City. Other barriers to affordable housing in the City may include permit costs and development impact fees, building codes, off-street parking standards, and restrictive zoning, as these policies or costs may negatively affect the development of affordable housing and residential investment in this jurisdiction. The City strives to mitigate these issues as effectively as possible.

Consultation with a regional developer revealed the following:

“Zoning is a big challenge for housing developers. A lot of land is available and ideal for housing but not zoned for this use; it’s either commercial or single family. Mixed use zones seem to be a creative option; it invites more development options. The process to request rezoning can be arduous and expensive. Zoning is always contentious. There is also not as much trust if a developer has initiated the process to rezone; there is more likely to be push back. Also, funding timelines are lengthy: from the time an application is submitted, reviewed, and awarded, a significant amount of time has passed. And the funding award may not match the request, which puts the developer in a difficult situation. It would be great for the City of Porterville to develop specific communication for developers so they are aware of funding opportunities. There is a lot of interest to develop there.”

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

From the 2023 Housing Element Study, Housing Plan Program 6 directs the City to amend the Zoning Code to facilitate the development of a variety of housing types. The City will review and revise development standards, including those related to allowed land uses in various zones, parking, and building height. The City will also revise the Zoning Code to allow single-room occupancy housing, streamline the permitting process, and ensure ministerial permitting processes for multifamily and affordable housing development. In addition, the Zoning Code will

be amended to comply with state density bonus law and reasonable accommodation requirements and to comply with state law and remove barriers for the development of transitional and supportive housing, emergency shelters and low-barrier navigation centers, employee housing, and residential care facilities.

Recommended Action

The City will implement Housing Plan Program 6 to review and revise the Development Ordinance to ensure compliance with the Employee Housing Act (H&S Code Section 17021.6 and Section 17021.5).

Housing Plan Program 7 directs the City to utilize a variety of development tools to expand affordable housing options for households of all income levels, such as density bonuses, development fee reductions and streamlining the application process. The City will contact local non-profit and private developers to facilitate the production of this housing as well as pursue funding opportunities available at the local, regional, state and federal levels. The City will also provide opportunities for public, private and non-profit groups to develop affordable housing by constructing off-site improvements and physical infrastructure as Capital Improvement Projects.

Discussion:

The Housing Element, completed in 2023, outlines numerous opportunities and strategies to address the need for additional affordable housing within the City of Porterville.

Some of these zoning and land use strategies are outlined above, and the city is actively working to undertake a review of needed changes to meet both California standards and move identified actions from the Housing Element forward.

AP-85 Other Actions – 91.220(k)

Introduction:

This section discusses the City's efforts in addressing the underserved needs, expanding and preserving affordable housing, reducing lead-based paint hazards, and developing institutional structure for delivering housing and community development activities.

Actions planned to address obstacles to meeting underserved needs

Please see activities in AP-35 to address the housing and community development needs in the City. Also, please see AP-75 regarding potential actions to address barriers to meet the City's affordable housing needs.

Actions planned to foster and maintain affordable housing

Please see AP-15 for actual and potential housing resources available, and AP-35 for activities that will be funded to address the housing and community development needs in the City. Also, please see AP-75 regarding potential actions to address barriers to meet the City's affordable housing needs.

Actions planned to reduce lead-based paint hazards

At this time, the City of Porterville does not directly oversee a lead-based paint (LBP) eradication program, unless it is in partnership with CDBG, HOME, or CalHome funded owner-occupied housing rehabilitation projects.

All properties undergoing rehabilitation or acquired for affordable housing are inspected for LBP. No federally funded rehabilitation is allowed to occur without due screening for LBP hazards. The City conducts visual assessment, paint testing or risk assessment on all of its projects. Lead hazard reduction activities include paint stabilization, interim controls, standard treatments, lead abatement, safe work practices and clearance to confirm that no LBP hazards remain when work is complete.

Actions planned to reduce the number of poverty-level families

The City continues to confront and alleviate the number of poverty-level families in the coming years. One goal to address that need will be implemented through economic development:

- Expand economic development and employment opportunity programs.

Furthermore, the City has recognized areas that must be addressed to achieve long-term economic prosperity, including the following:

- Ensuring that land within the City is "shovel ready" and available for development.
- Educating and training the City's workforce to continue to fill any new jobs that may be

coming into the City.

The City of Porterville will keep working with HATC to ensure adequate amounts of Section 8 Vouchers and other public housing opportunities are available to meet the demand of the City's LMI population. Also, the City will work closely with the Tulare County Economic Development Corporation, Tule River Economic Development, CSET, Proteus, and Workforce Investment Board (WIB), to facilitate and enhance economic workforce development opportunities in the City. Additionally, the Community Development Department staff will continue to work closely with the Economic Development Division to administer the CDBG funded Business Assistance Program, which includes CDBG CARES Act (CDBG-CV) funding to help for-profit and non-profit businesses in response to the impacts of COVID-19 and provide operational support to non-profits.

The City will continue to work closely with and in support of the community service providers in meeting the special needs of its homeless and low- and moderate-income populations. Further, the City will continue to evaluate its delivery system and those of the agencies it works with to see if improvements can be made. The City anticipates that at least one household will qualify for the purchase of a home under the City's First-Time Low-Income Homebuyer Program funded with CDBG, HOME, or CalHome funds.

Actions planned to develop institutional structure

The City will continue to work closely with, and in support of, the community service providers in meeting the special needs of its homeless and LMI populations. The City will continue to participate in the Kings/Tulare Homeless Alliance to ensure coordination and implementation of strategic plans.

The Kings/Tulare Homeless Alliance (KTHA) is made up of a group of advocates, public agencies, homeless individuals and service providers with the purpose of confronting the needs of the homeless population within the Kings and Tulare County regions. Furthermore, in adherence with the institutional delivery system, the City financially supports the Alliance which is recognized as a 501(c)(3) organization of partners. KTHA also implemented a coordinated entry and assessment system called Every Door Open, to serve both counties. The system's purpose is to help at risk or current homeless people by prioritizing the most vulnerable homeless people, including the chronically homeless, veterans, families with children and unaccompanied minors obtain necessary services.

Actions planned to enhance coordination between public and private housing and social service agencies

As already discussed above, the City will continue to participate in KTHA, working with public, private and social service agencies to help homeless people. The City plans to continue working with organizations such as the Salvation Army, Red Cross, the PAAR Center, Central California Family Crisis Center, and Turning Point of Central California, which oversees the Porterville Welcome Center, to provide enough services and need to meet emergency and transitional

housing needs of homeless and those vulnerable to homelessness.

The City will also continue to work with the HATC to support the maintenance of adequate Section 8 Vouchers and other public housing within the City in proportion to the City's LMI population. The City of Porterville will also be working closely with the Tulare County Economic Development Corporation, Tule River Economic Development, CSET, Proteus, and Workforce Investment Board (WIB), to facilitate and enhance economic workforce development opportunities in the City.

Additionally, Community Development Department staff will continue to work closely with the Economic Development Division to administer the CDBG funded Large and Small Business Assistance Programs, Micro Enterprise Program, and CBDG-CV funded programs to help for-profit and non-profit businesses in response to the impacts of COVID-19. The City will continue to work closely with, and in support of, the community service providers in meeting the special needs of its homeless and low- and moderate-income populations. Further, the City will continue to evaluate its delivery system and those of the agencies it works with to see if improvements can be made.

Discussion:

The City's efforts in addressing the underserved needs, expanding and preserving affordable housing, reducing lead-based paint hazards, and developing institutional structure for delivering housing and community development activities is described within this section, as well as in sections AP-15, AP-35 and AP-75. The named sections elaborate on actions planned to address housing and community development needs, barriers to meeting affordable housing needs, and housing resources available.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

1. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

Appendix - Alternate/Local Data Sources

1	Data Source Name HATC List the name of the organization or individual who originated the data set. Housing Authority of Tulare County Provide a brief summary of the data set. The Housing Authority of Tulare County (HATC) was established in 1945 and is committed to providing rental housing assistance to LMI households, seniors, the disabled, and special-needs populations throughout the region. The agency administers various housing assistance programs, including the Public Housing, Section 8, Farm Labor, and Senior Housing Programs. What was the purpose for developing this data set? HATC provides various data sets for this ConPlan, including information on the characteristics of public housing and voucher recipients. How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? The data covers the Tulare County region and is focused on those living in public housing or receiving voucher assistance. What time period (provide the year, and optionally month, or month and day) is covered by this data set? HATC provided the most recent data as of Fall 2014. What is the status of the data set (complete, in progress, or planned)? Complete.
2	Data Source Name Coordinated Entry System Data by County List the name of the organization or individual who originated the data set. Kings/Tulare Homeless Alliance Provide a brief summary of the data set. This data reflects the number of individuals receiving services through the Coordinated Entry System. The CES is based on national best practices and consistent with federal guidelines. What was the purpose for developing this data set? This data set comes from CES dashboard that allow the community to quickly and easily access data on homeless service referrals and demographics for the bi-county CoC region.

	Provide the year (and optionally month, or month and day) for when the data was collected. January 1 2024- December 31 2024. Briefly describe the methodology for the data collection. The data is pulled from HMIS. It records the number of individuals experiencing homeless or at-risk of homelessness seeking housing services. It documents the service referrals made and outcomes of these referrals as well as the demographic information of those seeking services. Describe the total population from which the sample was taken. Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.
3	Data Source Name Point In Time Count - Porterville 2024 List the name of the organization or individual who originated the data set. Kings Tulare Homeless Alliance led the effort to complete the local Point In Time Count Provide a brief summary of the data set. The data reflects the number of people experiencing homelessness on a single night in January 2024 What was the purpose for developing this data set? Provide the year (and optionally month, or month and day) for when the data was collected. January 2024 Briefly describe the methodology for the data collection. Describe the total population from which the sample was taken. Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.
4	Data Source Name 2024 Housing Inventory Count for Kings Tulare CoC List the name of the organization or individual who originated the data set. Visalia/Kings Tulare Counties Continuum of Care

	Provide a brief summary of the data set. The data is the 2024 Housing Inventory Count submitted to HUD.
	What was the purpose for developing this data set? The Housing Inventory Count (HIC) is submitted to HUD annually, alongside the Point In Time Count survey results. It captures the homeless beds available and utilized the night of the Point In Time Count.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? It covers the CoC service area.
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? It covers the night of the PIT in January 2024.
	What is the status of the data set (complete, in progress, or planned)? Complete, submitted, and approved by HUD.

APPENDIX 1: Citizen Participation

CITY OF PORTERVILLE

CITIZENS' ADVISORY AND HOUSING OPPORTUNITY COMMITTEE

CITIZEN PARTICIPATION PLAN

Citizen Participation Plan

Revised December 2024

Introduction

The City of Porterville (City) is a federal entitlement jurisdiction that receives federal grant funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) program.

As an entitlement jurisdiction, the City is required to prepare:

- A Five-Year Consolidated Plan (Consolidated Plan) that includes a Citizen Participation Plan (CPP)
- An annual Action Plan (Action Plan)
- An annual Consolidated Annual Performance Evaluation Report (CAPER)

Under HUD's Code of Final Regulations for the Consolidated Plan (24 CFR Part 91 Sec. 91.105), the City must adopt a Citizen Participation Plan that sets forth the City's policies and procedures for citizen participation in the planning, execution, and evaluation of the Consolidated Plan, Action Plans, and CAPER. This CPP provides guidelines for the City to provide and encourage public participation by residents, community stakeholders, and grant beneficiaries in the process of drafting, implementing, and evaluating the Consolidated Plan and related documents. The citizen participation process includes outreach, public hearings, community forums, and opportunities for comment.

Definitions

- **Action Plan (Action Plan):** The Action Plan summarizes the activities that will be undertaken in the upcoming Fiscal Year (FY) to meet the goals outlined in the Consolidated Plan. The Action Plan also identifies the federal and non-federal resources that will be used to meet the goals of the approved Consolidated Plan.
- **Citizen Participation Plan (CPP):** The CPP provides guidelines by which the City will promote engagement in the planning, implementation, and evaluation of the distribution of federal funds as outlined in the Consolidated Plan, Action Plan, and CAPERs.
- **Community Development Block Grant (CDBG):** HUD's CDBG program provides communities with resources to address a wide range of housing and community development needs that benefit very low and low income persons and areas.
- **Consolidated Annual Performance Evaluation Report (CAPER):** The CAPER assesses the City's annual achievements relative to the goals in the Consolidated

Plan and proposed activities in the Action Plan. HUD requires the City to prepare a CAPER at the end of each fiscal year.

- **Department of Housing and Urban Development (HUD):** HUD is the federal government agency that creates and manages programs pertaining to federal home ownership, affordable housing, fair housing, homelessness, and community and housing development.
- **Displacement:** Displacement refers to the involuntary relocation of individuals from their residences due to housing development and rehabilitation activities paid for by federal funds.
- **Eligible Activity:** Activities that are allowable uses of the CDBG funds covered by the CPP as defined in the Code of Federal Regulations Title 24 for HUD.
- **Entitlement Jurisdiction:** A city with a population of at least 50,000, a central city of a metropolitan area, or a qualified urban county with a population of at least 200,000 that receives grant funding from HUD.
- **Five-Year Consolidated Plan (Consolidated Plan):** HUD requires entitlement jurisdictions to prepare a Consolidated Plan every five years. The Consolidated Plan is a strategic plan that identifies housing, economic, and community development needs and prioritizes funding to address those needs over a five-year period.
- **Low and Moderate Income (LMI):** As defined annually by HUD, Low and Moderate Income (LMI) is 0-80 percent of area median family income (AMI) for a jurisdiction, with adjustments for smaller or larger families. This includes those individuals presumed by HUD to be principally LMI (abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers). HUD utilizes three income levels to define LMI households:
 - Extremely low income: Households earning 30 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
 - Very low income: Households earning 50 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
 - Low and moderate income: Households earning 80 percent or less than the AMI(subject to adjustments for areas with unusually high or low incomes or housing costs)

- **Public Hearing:** Public hearings are designed to provide the public the opportunity to make public testimony and comment. Public hearings related to the Consolidated Plan are to be advertised in local newspapers and made accessible to non-English speakers and individuals with disabilities.
- **Substantial Amendments:** Amendments are considered “Substantial” whenever one of the following is proposed:
 - A change in the allocation priorities or a change in the method of fund distribution
 - A substantial change which increases or decreases the amount allocated to a category of funding within the City’s entitlement grant programs by 25 percent
 - To implement an activity using CDBG funds for new programs that were not described in the Consolidated Plan
 - To change the purpose or intended beneficiaries of an activity approved for CDBG funding, e.g., instead of primarily benefitting lower income households the activity instead proposes to benefit mostly moderate income households

Roles, Responsibilities, and Contact Information

The City is a federal entitlement jurisdiction and is a recipient of grant funding from the federal government.

The City’s Charter established a council and manager form of government. Porterville’s City Council is the elected legislative body of the City and is responsible for approving its Consolidated Plan, Action Plans, Substantial Amendments, and CAPERs prior to their submission to HUD.

It is the intent of the City to provide for and encourage citizen participation, with particular emphasis on participation by lower income persons who are beneficiaries of, or impacted by, entitlement- funded activities. The City encourages participation in all stages of the Consolidated Planning process by all residents, including minorities and non-English speaking persons, as well as persons with mobility, visual or hearing impairments, residents of assisted housing developments, and recipients of tenant-based assistance.

In general, hearings will be held at City Hall due to its central location, convenient access, and disability accessibility. Translation services will be provided when there is an

indication that non-English speaking persons will be attending. Other reasonable accommodations will be provided on a case-by-case basis.

The General Contact Information for the City's HUD Entitlement Programs is:

Claudia Calderon
Community Development Director
ccalderon@ci.porterville.ca.us
291 N. Main Street
Porterville, CA 93257

Citizen Participation Policies

Public Hearings

The City will hold public hearings for Consolidated Plans, Annual Action Plans, CAPERs, amendments made to the CPP, and Substantial Amendments.

The Consolidated Plans, Annual Action Plans, CPP amendments, and Substantial Amendments require two public hearings. One required hearing is a City-staffed community meeting and one required hearing is before City Council for document adoption. The CAPER requires one hearing before City Council for document adoption.

Community hearings will be held in a community space with consideration for the convenience to beneficiaries of the entitlement program resources.

The City Council public hearings will be held at City Hall Council Chambers located at 291 N. Main Street, Porterville, CA 93257. Listening devices, interpretation services, and other assistance to disabled persons or those with limited English proficiency will be provided upon request, ranging up to five business days prior notification to the City Clerk. Requests for disability-related modifications or accommodations required to facilitate meeting participation, including requests for auxiliary aids, services or interpreters, require different lead times, ranging up to five business days. For this reason, it is important to provide as much advance notice as possible to ensure availability. Assistive Listening Devices (ALDs) are available upon request.

Waivers and Flexibility in Response to Pandemic (if applicable)

Legislation aimed at providing relief for individuals and businesses that have been negatively impacted by a pandemic outbreak or public health crisis, such as the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136), can provide CDBG Entitlement Jurisdictions with flexibilities that make it easier to use CDBG grants by authorizing HUD to grant waivers and alternative public hearing requirements with virtual public hearings if: 1) national/local health authorities recommend

social distancing and limiting public gatherings for public health reasons; and 2) virtual hearings provide reasonable notification and access for citizens in accordance with the City's certifications, timely responses from local officials to all citizen questions and issues, and public access to all questions and responses. For any CDBG funds that are used in order to prevent, prepare for, and respond to a pandemic or public health crisis, expedited procedures could be implemented which include notice and reasonable opportunity to comment of no less than five (5) days. The five (5) day period can run concurrently for comments on the action plan amendment and, amended citizen participation plans.

Additionally, CDBG funds that are used in order to prevent, prepare for and respond to a pandemic like the Coronavirus, covered by laws such as CARES Act referenced above, the draft and final documents may only be available online at the City's website. At the discretion of the City Manager, City Staff will recommend program activities, funding and program modifications for submittal to the City Council without consultation of the Citizens' Advisory and Housing Opportunity Committee. In this case, the City Manager would have deemed the expeditious completion of these tasks as essential to public safety, health or economy, to prevent, prepare for or respond to the Coronavirus.

Waivers may be granted to CPD Grantees, such as the City of Porterville, with regards to its regulatory Citizen Participation Plan (CPP) requirements specifically required under Citation 24 CFR 91.105(c)(2) and (k) and could consist of: 1) an immediate reduction in the required 30-day comment period to no less than five (5) days, with the requirement to provide reasonable notice and opportunity for citizens to comment on substantial amendments concerning the proposed uses of CDBG funds; and 2) a waiver regarding "reasonable notice and opportunity to comment" requirements of the CPP, to allow a grantee to determine what constitutes reasonable notice and opportunity to comment.

Should waivers and flexibilities be granted by legislation as described above, the City of Porterville intends to implement said waivers and flexibilities as it pertains to this CPP.

Accordingly, the City of Porterville plans to vary from its Adopted CPP and will instead follow the below reasonable notice and public comment procedures:

- Public notices will be published in the "Public Notices" sections of the *Porterville Recorder* and in Spanish in the *Noticiero Semanal* publications approximately 5 days before a scheduled meeting to decide on any required actions related to the City's HUD Plans.
- The Public notices will note the specific comment period and the meeting date on which the item(s) will be reviewed and action taken.
- Proposed amendments to Plans will be made available for viewing from our website: <http://www.ci.porterville.ca.us/>

- Members of the public may submit comments during the five-day comment period specified in the section above via: 1) by email to housing@ci.porterville.ca.us or, 2) by calling (559) 782-7460.
- Comments received may be read or received at the scheduled City Council meeting.
- The virtual meetings, if held during a scheduled City Council meeting, will be streamed via **the City's YouTube channel** <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA> and available for participation via a Zoom link to be provided on the posted agenda. Otherwise, the links to access the virtual public hearings outside a regularly scheduled City Council meeting will be available on the City's website.

Notice of Hearings and Review Periods

To allow the public time to provide comments prior to the submission of approved documents to HUD, the City will hold a minimum 30-day public review and comment period for the Consolidated Plan, Action Plan, and Substantial Amendment. The City will establish a public review period of at least 15 days for each CAPER and amendments to the CPP. Copies of the draft plans will be available to the public at the Community Development Department, 291 N. Main Street, Porterville, CA 93257.

The City will place public notices at City Hall (291 N. Main Street) and online through the City's website (www.ci.porterville.ca.us), and through advertisement in a local newspaper of general circulation in advance of a public review and comment period.

To ensure that the public, including minorities, persons with limited English proficiency, persons with disabilities, residents of public housing, and LMI residents are able to participate in the public review process, the City will provide residents, public agencies, and other stakeholders with notices on applicable public review periods and public hearings that adhere to the following:

- The notices will be published prior to the start of the public comment period and at least fifteen (15) days before the final public hearing and will include information regarding how to request accommodation and services available for persons with disabilities who wish to attend the public hearings.
- The notices will be distributed to persons and agencies on the contact list maintained by the City for those parties expressing interest in receiving information and updates related to the City's Consolidated Plan, Action Plan, CAPER, Substantial Amendments and CPP. Interested parties may request to be added to this contact list by sending an email to housing@ci.porterville.ca.us, by calling (559) 782-7460 or by writing to the Community Development Department, 291 N. Main Street, Porterville, CA 93257.

- The notices will be distributed through a variety of methods, including e-mail, newspaper publications and the City's website at www.ci.porterville.ca.us. The notices will include information on how to obtain a copy of the draft documents and scheduled hearing dates, times, and locations.
- As directed by HUD through written guidelines, and deemed necessary due to the risk of the safety, health or economy of the city, expedited procedures will be implemented which include notice and reasonable opportunity to comment of no less than five (5) days. The five (5) day period can run concurrently for comments on the action plan amendment and, amended citizen participation plans.

The public may file comments on draft plans in writing to the Community Development Department, 291 N. Main Street, Porterville, CA 93257; via email to Claudia Calderon at ccalderon@ci.porterville.ca.us; or by phone at (559) 782-7460. Comments may also be submitted in person at the Community Development Department, 291 N. Main Street, Porterville, CA 93257, Monday through Friday during business hours, and during the Council adoption hearing.

When necessary or applicable, the City may combine notices complying with several individual requirements into one comprehensive notice for dissemination and publication.

Comments/Complaints on Adopted Plans

Comments or complaints from residents, public agencies, and other stakeholders regarding the adopted Consolidated Plan or related amendments and performance reports may be submitted in writing or verbally to the General Contact at the Community Development Department, 291 N. Main Street, Porterville, CA 93257. Written comments or complaints will be referred to appropriate City staff for consideration and response. The City will attempt to respond to all comments or complaints within fifteen (15) business days and maintain a correspondence file for this purpose.

Availability of Draft and Approved Documents

The draft and final versions of the Consolidated Plan, Action Plan, CAPER, all related amendments, records, and regulations will be available online at the City's website: www.ci.porterville.ca.us. Hard copies of all documents will be available at the Community Development Department, 291 N. Main Street, Porterville, CA 93257 and upon written request. If the City is unable to provide immediate access to the documents requested, it will make every effort to provide the documents and reports within 15 business days from the receipt of the request.

During the public review and comment period, copies of the document will be available to the public for review at City Hall (291 N. Main Street) and through the City's website at www.ci.porterville.ca.us.

In the event of a public health crisis, the aforementioned documents will only be available online at the City's website.

Displacement Policy

As part of the CPP, the City must maintain a displacement policy. Displacement refers to the involuntary relocation of individuals from their residence due to housing development and rehabilitation paid for with federal funds. The City will continue to use existing federal and state relocation guidelines, as applicable, to minimize displacement and to alleviate the problems caused by displacement. Both the federal government and the State of California have specific requirements dictating the amount of benefits and assistance that must be provided to lower income persons and households relocated from their homes as a result of displacement. Depending on the funding source, displaced persons may be offered one or more of the following:

- A rent subsidy for another unit
- A cash payment to be used for rent or a down payment on the purchase of a dwelling unit
- Moving and related expenses

The City's rehabilitation programs may also incur relocation issues when they provide minor additions to existing dwellings in order to address overcrowding. Any temporary relocation costs are included in the rehabilitation loan package offered to clients.

Technical Assistance

The City will, to the extent feasible, respond to requests for technical assistance from entities representing LMI groups who are seeking federal entitlement funding in accordance with grant procedures. This may include, but is not limited to, providing information regarding how to fill out applications, other potential funding sources, and referrals to appropriate agencies within and outside the City. "Technical assistance," as used here, does not include the provision of funds to the entities requesting such assistance. Assistance will also be provided by Community Development Department staff to interested individuals and resident groups who need further explanation on the background and intent of the Housing and Community Development Act, interpretation of specific HUD regulations, and project eligibility criteria for federal grants.

This plan describes how the City of Porterville will involve citizens in the planning, implementation, and assessment of the Community Development Block Grant (CDBG) and Home Investment Partnership Act (HOME) Programs. The funds must be used for

projects which benefit low- and moderate-income persons and/or aid in the elimination or prevention of slum and blight. These programs are intended to assist cities in undertaking neighborhood improvement, economic development, and homeowner assistance programs. Program regulations give ultimate responsibility for the design and implementation of the program to local elected officials, and also require that citizens be given an opportunity to serve in a key advisory role to these elected officials.

ADVISORY COMMITTEE

To ensure that Porterville residents are given a full opportunity to participate in the Program, a Citizens' Advisory Committee was established in 1981 to function in an advisory capacity to the Mayor and Council regarding program design, implementation, and assessment. This Committee consists of seven (7) residents of the City, appointed annually by the City Council. Citizens and civic organizations have been urged to make recommendations on allocation of the City's multi-purpose Community Development Block Grant since 1981/82. The Committee has provided direction in establishing the Housing Rehabilitation Loan Program (HRLP), and other worthwhile projects under CDBG Entitlement Cities and Home Programs which have benefitted low- and moderate-income households within the city of Porterville. In addition to the HRLP, the Committee has recommended the establishment of several revolving loan funds since 1982, including the Sewer and Water Connection Fund, the Public Utilities Revolving Loan Fund (merged in 2012 with HRLP), the First Time Low-Income Homebuyer Program and the Business Assistance Program. The Committee has also recommended the allocation of funds toward remodeling the Santa Fe Plaza Senior Citizens Center, and inventory of Industrial Land Resources, the Low-Income Residential Smoke Detector Installation Program, and the Porterville Enterprise Zone Area Infrastructure Improvement Program, the rehabilitation of the Porterville and Glenwood Hotels, the opening of the Porterville Youth Center, and four targeted Curb, Gutter Sidewalk, and Street Light, Neighborhood Improvement Projects, Lime Street Park Improvement Project, and Santa Fe Facility Improvement Project. In addition, the Committee has supported the establishment of economic development programs and public improvement activities such as the completion of the Heritage Center with Section 108 Loan Guarantee funds. Several years ago, the Committee recommended the establishment of the Homebuyer Education Program and the Murry Park Improvement Project. An expansion to the Park Improvement Program was approved in 2010 to include the Lime Street Neighborhood Park and in 2013, the Extension of Murry Park was included and is currently underway. In 2021, the Committee recommended the allocation of funds toward a Fair Housing education program and the development of a multi-sport fields.

The City has taken steps to secure the services of concerned individuals to form the Advisory Committee for the purposes of program model design, implementation, assessment, and development of the Community Development Block Grant Program under the Entitlement Cities criteria. The City places particular emphasis on obtaining representation of low- and moderate-income persons residing in slum and blight areas, members of minority groups, the elderly and persons with disabilities, and residents of areas where use of funds are proposed. In continuing its efforts to serve the needs of the

public, the City Council has expanded the role of the Committee to incorporate efforts to expand housing opportunities, thereby changing the name to the Citizens' Advisory and Housing Opportunity Committee.

At the discretion of the City Manager, City Staff will recommend program activities, funding and program modifications for submittal to the council without consultation of the Advisory Committee. In this case, the City Manager would have deemed the expeditious completion of these tasks as essential to public safety, health or economy.

SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the Community Development Block Grant Program, including the development of the consolidated plan, inclusive of the annual action plan, substantial amendments to the plan, program implementation, assessment of performance, and design of the citizen participation plan. Mechanisms for the citizen involvement include: The Citizens' Advisory and Housing Opportunity Committee, public hearings and ad hoc community meetings, individual citizen efforts in the form of comments, complaints, or inquiries submitted directly to Greg Meister, Porterville Mayor and/or Community Development Department, located in City Hall, 291 N. Main Street, or by telephone, (559) 782-7460.

Public Hearings

At least two (2) public hearings, open to the entire community, will be held annually. The hearings will provide an opportunity for citizens to identify community development needs, propose projects, and assist in the development of an overall strategy for Porterville. The hearings will also be used to solicit comments on the citizen participation plan more sensitive to local needs and realign the plan with changes in Federal regulations, and to review the HUD annual community assessment, if available. The hearings are typically held in February or March and April or May of each program year.

Consolidated Plan

Participation in the development of the consolidated plan, inclusive of the annual action plan, will occur as follows: at least one (1) public hearing will be held before the proposed consolidated plan is published for comment. Before the City adopts a consolidated plan, the City will make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the jurisdiction expects to receive and the range of activities that may be undertaken, including the amount that will benefit persons of very low and low income.

The City will ensure that plans will be available to minimize the displacement of persons and to assist any persons displaced according to Federal regulation standards.

A summary of the proposed use of CDBG funds and, will be made available in Spanish, the predominate non-English language spoken in Porterville, at all public hearings.

Advisory Committee proposals and comments, with regard to development of the consolidated plan, will be obtained at Committee meetings or hearings scheduled either at the request of Committee members or program officials. The public is invited to attend these meetings.

The public will be notified of the period, not less than thirty (30) days (or five (5) days as applicable), in which to receive comments from citizens on the consolidated plan. Any comments or views of citizens received in writing or orally at the public meetings will be considered. A summary of these comments or views, and a summary of any comments or views not accepted, and the reasons therefore, will be attached to the final consolidated plan.

Amendments

In the case of proposed substantial amendments to the consolidated plan, the City shall provide reasonable notice and an opportunity to comment on substantial amendments. The public will be notified of the period, not less than thirty (30) days (or five (5) days as applicable), in which to receive comments on the substantial amendments before the amendment is implemented. The meetings regarding the proposed amendments are not required to be public hearings, but will be open to the public to attend. The City will consider any comments or views of citizens received in writing, or orally, at public hearings, if any, in preparing the substantial amendment of the consolidated plan. A summary of these comments or views, and a summary of any comments or views not accepted, and the reasons therefore, will be attached to the substantial amendment of the consolidated plan.

Amendments to the plan will be necessary whenever one of the following decisions is made:

- 1) To make a substantial change in the allocation priorities or a substantial change in the method of distribution of funds;
- 2) To carry out an activity using funds from any program covered by the consolidated plan (including program income) not previously described in the consolidated plan;
or
- 3) To substantially change the purpose, scope, location, or beneficiaries of an activity.

Performance Report

Reasonable notice and an opportunity to comment on performance reports will be given to the public. The public will be notified of the period, not less than fifteen (15) days, in which to receive comments from citizens on the performance report that is to be submitted to HUD before its submission. Any comments or views of citizens received in writing or orally at public meetings will be considered, and a summary of the comments and views will be attached to the performance report.

Citizen Participation Plan

The Annual Action Plan includes noticing and public hearings. All meetings and hearings are publicized in accordance with applicable HUD, state and local regulations. Specifically, the Action Plan includes community meetings, public noticing for 30 days (or 5 days as applicable), and a public hearing. The City will provide citizens a reasonable opportunity to comment on amendments or revisions to the citizen participation plan and will make the plan public.

Other Method of Participation

Informal, individual contact with citizens, initiated either by citizens or program officials, will also provide input to the consolidated plan. For example, an individual may contact the Community Development Department at (559) 782-7460 to request consideration of a special project; or program officials may seek the opinion of local business persons as to the need for commercial revitalization.

Program officials will also be available to advise citizens of the procedures for filing objections to the consolidated plan with the U.S. Department of Housing and Urban Development Area Office. Citizen participation in program implementation will occur primarily through consultation with the Citizens' Advisory and Housing Opportunity Committee. Citizens will be asked to review and comment on specific strategies for approved projects. They will also meet to review any substantial program amendments. All such changes will be discussed with the committee and their comments considered prior to the City taking final action. These meetings will be held on an as-needed basis.

Program assessment activities by citizens will occur in a variety of ways. Citizens will have the opportunity to comment on the City's performance for the prior program year during the public hearings for the consolidated and action plan adoption. The public will also be notified of the public comment period for the annual performance report before its submission to HUD.

The Citizens' Advisory and Housing Opportunity Committee shall function as a forum for public participation in the City's efforts to affirmatively further fair housing. Prior to the submission of the consolidated plan, the Committee shall discuss and recommend for Council adoption suggested methods of furthering fair housing. As part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of the program performance throughout the program year.

Public comments or complaints regarding the consolidated plan, substantial amendments to the Plan, the Performance Report, or the Citizen Participation Plan should be submitted in writing to the Community Development Director, City of Porterville, 291 N. Main Street, Porterville CA 93257. If a public hearing is held, comments should be submitted within fifteen (15) working days from the date of the public hearing. A timely, substantive written response will be provided by the City within fifteen (15) working days. If the response is unsatisfactory, correspondence may then be addressed directly to: Greg Meister, Mayor, City of Porterville, 291 N. Main Street, Porterville, CA 93257. Mr. Meister shall respond

within fifteen (15) working days. If the citizen is still dissatisfied, he/she should write to the U.S. Department of Housing and Urban Development Area Office, 1 Sansome Street, Suite 1200, San Francisco, CA 94104, requesting an investigation of the issue. Program staff will also be available during normal business hours to respond to citizen inquiries.

TECHNICAL ASSISTANCE

Citizen organizations, non-profit organizations, and groups of low/moderate income persons or target area residents may propose their own specific program(s). The proposal for a specific program should include the program's design, its budget, and the scope of proposed activities. Also, the proposal should identify the specific individuals anticipated to carry out activities and provide a summary of their experience and training.

Technical assistance which may be provided by City staff is limited to proposals that are considered eligible uses of CDBG funds, and not intended to assist citizen organizations, non-profit organizations, and groups of low/moderate income persons or target area residents applying for funding from other grant sources. The Citizens' Advisory and Housing Opportunity Committee may direct staff to provide technical assistance that may consist of staff or local expert presentations, informational handouts, research of a specific issue, or other short-term efforts.

PUBLIC INFORMATION

The City will also undertake the following public information efforts to promote citizen participation:

- The public noticing pertaining to the community meetings, Council work session and public hearing are published in both English and Spanish. Public notices of all public hearings will be published in the *Porterville Recorder* and *Noticiero Semanal* at least ten (10) days before the scheduled hearing and fifteen (15) days prior to the final public hearing. These notices will indicate the date, time, location, and topics to be considered. Upon notification, arrangements will be made by the City to accommodate persons with disabilities. The public notices also will be made available in the form of press releases and as a public service announcement to local radio stations. Public hearing notices will indicate that summary statements of projected use of CDBG and/or HOME funds will be available in Spanish, the predominant non-English language spoke within the city. Additionally, efforts will be made by providing notices to our local non-profit partners to share and publish for public viewing, and publishing on the City website which includes the Agenda and meeting minutes.
- Notices will also be published in the *Porterville Recorder* to notify the public of the period, not less than thirty (30) days (or 5 days as applicable) for the consolidated plan or substantial amendments to the plan, or fifteen (15) days (or 5 days as applicable) for the performance report, in which to receive comments from citizens before submission of the plan or report to HUD. All notices will include information that complete copies of the proposed plan or report will be available for public

review at City Hall (291 N. Main Street). A reasonable number of free copies of the plan or report will be provided to citizens and groups that request it.

- Orientation information will be provided at the first public hearing conducted by the Citizens' Advisory and Housing Opportunity Committee. City staff will make a presentation which covers: the total amount of funds available and the basis for award; the range of eligible activities and those previously funded in the community; the planning process and the schedule of meetings and hearings, the role of citizens in the program, a summary of other important program requirements, such as: environmental policies, fair housing provisions, and contracting procedures. Some of these topics will be covered in written materials.
- A public file containing program documentation for the preceding five (5) years will be available for review at City Hall during normal business hours. Included will be copies of the Consolidated Plan, Environmental Review Record, the Citizen Participation Plan, and the Consolidated Annual Performance Evaluation Report. Other program documents are also available for citizen review on request at City Hall, consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality. Upon request, materials will be made available in a form accessible to persons with disabilities.

Advertising Pre-Invoice

Porterville Recorder

P.O. Box 151
Porterville, CA 93258

Phone: 559-784-5000

Fax: 559-784-1172

City of Porterville
291 N Main St
Porterville Ca 93257

Acct #: 302067

Ad #: 451117

Phone: 559-782-7451

Date: 03/13/2025

Ad taker: Terry Jasso

Classification: 062

Description	Start	Stop	Ins.	Cost/Day	Extras	Total
Public Notice Legal Ad (English)	03/14/25	03/14/25				\$ 208.65

CITY OF PORTERVILLE

Received Email by R. Lopez

MAR 17 2025

ACCOUNTS PAYABLE

ACCT NO.	19-3025-21		
NET AMT.	208.65		
AUTH. DEPT.	P.A.	PIN.	
CC			
A/P DATE			

Payment Reference:

Total: \$ 208.65

Tax: 0.00

Net:

Prepaid:

DUE: \$ 208.65

**In the Superior Court of the State of California
PUBLIC NOTICE In and for the County of Tulare**

**NOTICE OF PUBLIC
HEARING AND 30-DAY
PUBLIC COMMENT
PERIOD
FOR 2025-29 FIVE-YEAR
CONSOLIDATED PLAN
AND 2025/26 ACTION
PLAN**

Notice is hereby given that a public hearing will be held by the City Council of the City of Porterville on Tuesday, April 15, 2025 at 6:30 p.m. or as soon thereafter as the matter can be heard in the Council Chambers at City Hall, 291 N. Main Street, Porterville, California, in order to consider the approval of the Citys proposed 2025-2029 Five Year Consolidated Plan and the 2025/2026 Action Plan.

The Department of Housing and Urban Development (HUD) requires each jurisdiction that receives formula grants through its Community Development Block Grant (CDBG) Program to prepare an Action Plan for the next fiscal year. The Action Plan identifies activities the jurisdiction will undertake separately, or in conjunction with other public and private agencies, during the next year to address priority needs and local objectives established in the 2025-2029 Five Year Consolidated Plan that will meet the National Objectives of HUD to provide benefit to Low- and Moderate-Income persons or aid in the prevention or elimination of slums or blight.

The City anticipates receiving an Entitlement Grant of approximately \$710,793.

This notice and 30-day public comment period (March 15, 2025 through April 15, 2025) is given in order to provide interested parties an opportunity to be heard and to present their views regarding the 2025-2029 Five Year Consolidated Plan and 2025/2026 Annual Plan. A draft document is on file in the Community Development Department at City Hall, 291 N. Main St. as well as on the citys website www.ci.porterville.ca.us and are available for inspection by any and all persons interested therein.

The public hearing will be streamed via the Citys YouTube channel <http://www.youtube.com/@cityofporterville4149>. Written comments may be submitted to housing@ci.porterville.ca.us prior to the start of the meeting and will be read aloud for Council consideration.

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the Acting Chief Deputy City Clerk at (559) 782-7442. 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.
DATED: March 14, 2025
Jason Ridenour, Interim City Clerk
March 14, 1-T
#451041

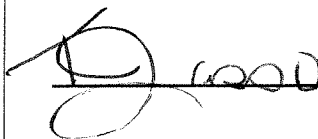
State of California

SS.

County of Tulare

Declarant says:

That at all times herein mentioned Declarant is and was a resident of said County of Tulare, over the age of twenty-one years; not a party to nor interested in the within matter; that Declarant is now and was at all times herein mentioned the Principal Clerk of the Porterville Recorder, a daily newspaper, which said newspaper was adjudged a newspaper of general circulation on October 15, 1951, by Superior Court Order No. 42369 as entered in Book 57 Page 384 of said Court; and that said newspaper is printed and published every day except Sunday published LEGAL NOTICE in said newspaper, **March, 14, 2025** and that such publication was made in the regular issues of said paper (and not in any supplemental edition or extra thereof). I declare under penalty of perjury that the foregoing is true and correct. Executed **March 14, 2025** at Porterville, California.



Declarant TERESA JASSO



CITY OF PORTERVILLE
ADVERTISING REQUEST

DATE: 03/12/2025

DATE(S) TO BE PUBLICIZED: 03/14/2024

PUBLIC MEETING DATE: 04/15/2025

AUTHORIZED BY: *Chuck Calder*

ORDERING DEPT.: Community Development

PHONE #: 782-7460 FAX #: 781-6437

PUBLICATION (NAME): PORTERVILLE RECORDER

SUBJECT: 2025/29 Five-Year Consolidated Plan and
2025/26 Action Plan

Budget Acct. No: 01-30.2521

☐ TO BE ADVERTISED IN THE DISPLAY ADVERTISING SECTION

☐ TO BE ADVERTISED IN CLASSIFIED SECTION - SPECIAL NOTICES

☒ TO BE ADVERTISED IN LEGAL SECTION

**Please reply with confirmation of dates
and cost to Rosa Lopez at
rlopez@ci.porterville.ca.us**

City of Porterville
Finance Dept./Accounts Payable
291 N. Main St.
Porterville, CA 93257

☒ Send Tear Sheets

☐ Send Declaration
of Publication

**NOTICE OF PUBLIC HEARING AND 30-DAY PUBLIC COMMENT PERIOD
FOR 2025-29 FIVE-YEAR CONSOLIDATED PLAN AND 2025/26 ACTION PLAN**

Notice is hereby given that a public hearing will be held by the City Council of the City of Porterville on Tuesday, April 15, 2025 at 6:30 p.m. or as soon thereafter as the matter can be heard in the Council Chambers at City Hall, 291 N. Main Street, Porterville, California, in order to consider the approval of the City's proposed 2025-2029 Five Year Consolidated Plan and the 2025/2026 Action Plan.

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The City anticipates receiving an Entitlement Grant of approximately \$710,793.

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DATED: March 14, 2025

Jason Ridenour, Interim City Clerk

Send Result Report



MFP

TASKalfa 5004i

Firmware Version 2XF_S000.003.510 2024.07.25

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03/12/2025 10:19

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Job No.: 004592

Total Time: 0:02:35

Page: 0002

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CITY OF PORTERVILLE ADVERTISING REQUEST

DATE: 03/12/2025

DATE(S) TO BE PUBLICIZED: 03/14/2024

PUBLIC MEETING DATE: 04/15/2025

AUTHORIZED BY: Charles Calhoun

ORDERING DEPT.: Community Development PHONE #: 782-7460 FAX #: 781-6437

PUBLICATION (NAME): PORTERVILLE RECORDER

No.	Date/Time	Destination	Times	Type	Result	Resolution/ECM
001	03/12/25 10:06	PORTERVILLE RECORDER	0:02:35	FAX	BUSY	200x100 Normal/Off

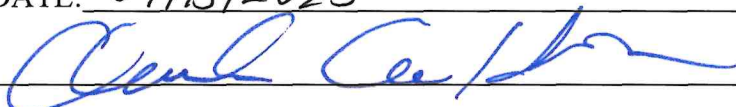


**CITY OF PORTERVILLE
ADVERTISING REQUEST**

DATE: 03/12/2025

DATE(S) TO BE PUBLICIZED: 03/14/2025

PUBLIC MEETING DATE: 04/15/2025

AUTHORIZED BY: 

ORDERING DEPT.: Community Development

PHONE #: 782-7460 FAX #: 781-6437

PUBLICATION (NAME): NOTICIERO SEMANAL

SUBJECT: Plan Consolidado Quinquenal 2025-29 y Plan Anual 2025/24

Budget Acct. No: 19-3025-21

☐ TO BE ADVERTISED IN THE DISPLAY ADVERTISING SECTION

☐ TO BE ADVERTISED IN CLASSIFIED SECTION - SPECIAL NOTICES

☒ TO BE ADVERTISED IN LEGAL SECTION

**Please reply with confirmation of dates
and cost to Rosa Lopez at
rlopez@ci.porterville.ca.us**

City of Porterville
Finance Dept./Accounts Payable
291 N. Main St.
Porterville, CA 93257

☒ Send Tear Sheets

☐ Send Declaration
of Publication

AVISO DE AUDIENCIA PÚBLICA Y EL PERÍODO DE COMENTARIOS PÚBLICOS DE 30 DÍAS PARA EL PLAN CONSOLIDADO QUINQUENAL 2025-29 Y EL PLAN ANUAL 2025/26

Se da aviso de que el Concilio de la Ciudad de Porterville celebrará una audiencia pública el martes 15 de abril de 2025 a las 6:30 p.m. o tan pronto como sea posible en la sala del Concilio de la Ciudad en, 291 N. Main Street, Porterville, California, para considerar la aprobación del Plan Consolidado de Cinco Años 2025/2029 propuesto por la Ciudad y el Plan de Acción 2025/2026.

El Departamento de Vivienda y Desarrollo Urbano (HUD) exige que cada jurisdicción que reciba fondos de formula a través de su Programa de Becas en Bloque para el Desarrollo Comunitario (CDBG) prepare un Plan de Acción para el próximo año fiscal. El Plan de Acción identifica las actividades que la ciudad emprenderá por separado, o en conjunto con otras agencias públicas y privadas, durante el próximo año para abordar las necesidades prioritarias y los objetivos locales establecidos en el Plan Consolidado de Cinco Años 2025/2029 que cumplirán con los Objetivos Nacionales del HUD de brindar beneficios a las personas de ingresos bajos y moderados o ayudar en la prevención y eliminación de barrios marginales o zonas de deterioro.

La Ciudad anticipa recibir aproximadamente \$710,793.

Este aviso y el período de comentarios públicos de 30 días, (marzo 15, 2025 a abril 15, 2025,) se da para brindar a las partes interesadas la oportunidad de ser escuchadas y presentar sus puntos de vista con respecto al Plan Consolidado Quinquenal 2025-2029 y el Plan Anual 2025/2026. El borrador está disponible en el Departamento de Desarrollo de la Comunidad en la Ciudad, 291 N. Main St., así como en el sitio web de la ciudad www.ci.porterville.ca.us y está disponible para su inspección por todas las personas interesadas en esto.

La audiencia pública se transmitirá a través del canal de YouTube de la Ciudad <http://www.youtube.com/@cityofporterville4149>. Los comentarios por escrito pueden enviarse a housing@ci.porterville.ca.us antes del comienzo de la reunión y se leerán en voz alta para consideración del Concilio.

En cumplimiento con la Ley de Estadounidenses con Discapacidades y la Ley Ralph M. Brown de California, si necesita asistencia especial para participar en esta reunión, o para poder acceder a esta agenda y documentos en el paquete de agenda, comuníquese con el Secretario Municipal Adjunto en (559) 782-7442. La notificación 48 horas antes de la reunión permitirá a la Ciudad hacer arreglos razonables para garantizar la accesibilidad a esta reunión y/o proporcionar un formato alternativo apropiado de la agenda y los documentos en el paquete de la agenda.

FECHA: 14 de marzo de 2025

Jason Ridenour, Interim City Clerk

Send Result Report

MFP

TASKalfa 5004i

Firmware Version 2XF_S000.003.510 2024.07.25

[2XF_1000.005.001] [2XC_1100.001.002] [2XC_7200.001.009]

Job No.: 004591

Total Time: 0:03:13

Page: 0002

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Document:

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CITY OF PORTERVILLE ADVERTISING REQUEST

DATE: 03/12/2025

DATE(S) TO BE PUBLICIZED: 03/14/2025

PUBLIC MEETING DATE: 04/15/2025

AUTHORIZED BY: [Signature]

ORDERING DEPT.: Community Development

PHONE #: 782-7460 FAX #: 781-6437

PUBLICATION (NAME): NOTICIERO SEMANAL

Don't forget to check the 2025 agenda

No.	Date/Time	Destination	Times	Type	Result	Resolution/ECM
001	03/12/25 10:04	PORTERVILLE RECORDER	0:03:13	FAX	BUSY	200x100 Normal/Off

Advertising Pre-Invoice

Porterville Recorder

P.O. Box 151
Porterville, CA 93258

Phone: 559-784-5000

Fax: 559-784-1172

City of Porterville
291 N Main St
Porterville Ca 93257

Acct #: 302067

Ad #: 451117

Phone: 559-782-7451

Date: 03/13/2025

Ad taker: Terry Jasso

Classification: 062

Description	Start	Stop	Ins.	Cost/Day	Extras	Total
Public Notice Legal Ad (Spanish)	03/14/25	03/14/25				\$ 226.13

Received Email by R. Lopez

CITY OF PORTERVILLE

MAR 17 2025

ACCOUNTS PAYABLE

ACCT NO.	19-3025-21		
NET AMT.	\$226.13		
AUTH. DEPT.	P.A.	PIN.	
A/P			
DATE			

Payment Reference:

Total: \$ 226.13
Tax: 0.00
Net:
Prepaid:

DUE: \$ 226.13

In the Superior Court of the State of California In and for the County of Tulare

PUBLIC NOTICE

AVISO DE AUDIENCIA PÚBLICA Y EL PERIODO DE COMENTARIOS PÚBLICOS DE 30 DÍAS PARA EL PLAN CONSOLIDADO QUINQUENAL 2025-29 Y EL PLAN ANUAL 2025/26

Se da aviso de que el Concilio de la Ciudad de Porterville celebrará una audiencia pública el martes 15 de abril de 2025 a las 6:30 p.m. o tan pronto como sea posible en la sala del Concilio de la Ciudad en, 291 N. Main Street, Porterville, California, para considerar la aprobación del Plan Consolidado de Cinco Años 2025/2029 propuesto por la Ciudad y el Plan de Acción 2025/2026.

El Departamento de Vivienda y Desarrollo Urbano (HUD) exige que cada jurisdicción que reciba fondos de fórmula a través de su Programa de Becas en Bloque para el Desarrollo Comunitario (CDBG) prepare un Plan de Acción para el próximo año fiscal. El Plan de Acción identifica las actividades que la ciudad emprenderá por separado, o en conjunto con otras agencias públicas y privadas, durante el próximo año para abordar las necesidades prioritarias y los objetivos locales establecidos en el Plan Consolidado de Cinco Años 2025/2029 que cumplirán con los Objetivos Nacionales del HUD de brindar beneficios a las personas de ingresos bajos y moderados o ayudar en la prevención y eliminación de barrios marginales o zonas de deterioro.

La Ciudad anticipa recibir aproximadamente \$710,793.

Este aviso y el periodo de comentarios públicos de 30 días, (marzo 15, 2025 a abril 15, 2025,) se da para brindar a las partes interesadas la oportunidad de ser escuchadas y presentar sus puntos de vista con respecto al Plan Consolidado Quinquenal 2025-2029 y el Plan Anual 2025/2026. El borrador está disponible en el Departamento de Desarrollo de la Comunidad en la Ciudad, 291 N. Main St., así como en el sitio web de la ciudad www.ci.porterville.ca.us y está disponible para su inspección por todas las personas interesadas en esto.

La audiencia pública se transmitirá a través del canal de YouTube de la Ciudad <http://www.youtube.com/@cityofporterville4149>. Los comentarios por escrito pueden enviarse a housing@ci.porterville.ca.us antes del comienzo de la reunión y se leerán en voz alta para consideración del Concilio.

En cumplimiento con la Ley de Estadounidenses con Discapacidades y la Ley Ralph M. Brown de California, si necesita asistencia especial para participar en esta reunión, o para poder acceder a esta agenda y documentos en el paquete de agenda, comuníquese con el Secretario Municipal Adjunto en (559) 782-7442. La notificación 48 horas antes de la reunión permitirá a la Ciudad hacer arreglos razonables para garantizar la accesibilidad a esta reunión y/o proporcionar un formato alternativo apropiado de la agenda y los documentos en el paquete de la agenda.

FECHA: 14 de marzo de 2025

Jason Ridenour, Interim
City Clerk

March 14, 1-T
#451117

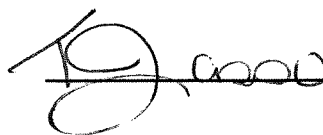
State of California

SS.

County of Tulare

Declarant says:

That at all times herein mentioned Declarant is and was a resident of said County of Tulare, over the age of twenty-one years; not a party to nor interested in the within matter; that Declarant is now and was at all times herein mentioned the Principal Clerk of the Porterville Recorder, a daily newspaper, which said newspaper was adjudged a newspaper of general circulation on October 15, 1951, by Superior Court Order No. 42369 as entered in Book 57 Page 384 of said Court; and that said newspaper is printed and published every day except Sunday published LEGAL NOTICE in said newspaper, **March, 14, 2025** and that such publication was made in the regular issues of said paper (and not in any supplemental edition or extra thereof). I declare under penalty of perjury that the foregoing is true and correct. Executed **March 14, 2025** at Porterville, California.



Declarant TERESA JASSO



**CITY OF PORTERVILLE
ADVERTISING REQUEST**

DATE: 6/24/25

DATE(S) TO BE PUBLICIZED: Friday July 27, 2025

PUBLIC MEETING DATE: Tuesday July 15, 2025

AUTHORIZED BY: Rosa Lopez

ORDERING DEPT.: Community Development

PHONE #: 782-7460 FAX #: 781-6437

PUBLICATION (NAME): PORTERVILLE RECORDER

SUBJECT: Notice of Public Hearing for 2025-29 5-Year
Consolidated Plan and 2025/26 Action Plan

Budget Acct. No: 01-3020-21

☐ TO BE ADVERTISED IN THE DISPLAY ADVERTISING SECTION

☐ TO BE ADVERTISED IN CLASSIFIED SECTION - SPECIAL NOTICES

☒ TO BE ADVERTISED IN LEGAL SECTION

**Please reply with confirmation of dates
and cost to Rosa Lopez at
rlopez@ci.porterville.ca.us**

City of Porterville
Finance Dept./Accounts Payable
291 N. Main St.
Porterville, CA 93257

☒ Send Tear Sheets

☐ Send Declaration
of Publication

**NOTICE OF PUBLIC HEARING
FOR 2025-29 FIVE-YEAR CONSOLIDATED PLAN AND 2025/26 ACTION PLAN**

Notice is hereby given that a public hearing will be held by the City Council of the City of Porterville on Tuesday, July 15, 2025 at 6:30 p.m. or as soon thereafter as the matter can be heard in the Council Chambers at City Hall, 291 N. Main Street, Porterville, California, in order to consider the approval of the City's proposed 2025-2029 Five Year Consolidated Plan and the 2025/2026 Action Plan.

The Department of Housing and Urban Development (HUD) requires each jurisdiction that receives formula grants through its Community Development Block Grant (CDBG) Program to prepare an Action Plan for the next fiscal year. The Action Plan identifies activities the jurisdiction will undertake separately, or in conjunction with other public and private agencies, during the next year to address priority needs and local objectives established in the 2025-2029 Five Year Consolidated Plan that will meet the National Objectives of HUD to provide benefit to Low- and Moderate-Income persons or aid in the prevention or elimination of slums or blight.

On April 15, 2025, prior to the release of 2025 formula allocations, a public hearing was held to consider the draft Consolidated Plan and Action Plan. Formula allocations were subsequently released on May 14, 2025, and the City is receiving an Entitlement Grant of approximately \$653,932. The plans have been updated to reflect the reduced allocation amount, and no other substantive changes have been made.

This notice is given in order to provide interested parties an opportunity to be heard and to present their views regarding the 2025-2029 Five Year Consolidated Plan and 2025/2026 Annual Plan. A draft document is on file in the Community Development Department at City Hall, 291 N. Main St. as well as on the city's website www.ci.porterville.ca.us and are available for inspection by any and all persons interested therein.

The public hearing will be streamed via the City's YouTube channel <http://www.youtube.com/@cityofporterville4149>. Written comments may be submitted to housing@ci.porterville.ca.us prior to the start of the meeting and will be read aloud for Council consideration.

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the Acting Chief Deputy City Clerk at (559) 782-7442. 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.

DATED: June 27, 2025

Richard Tree, Interim City Clerk

In the Superior Court of the State of California In and for the County of Tulare

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

FOR 2025-29 FIVE-YEAR CONSOLIDATED PLAN AND 2025/26 ACTION PLAN

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Richard Tree, Interim City Clerk
June 27, 1-T
#487550

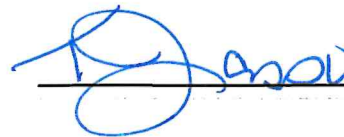
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Declarant TERESA JASSO

Advertising Pre-Invoice

Porterville Recorder

P.O. Box 151
Porterville, CA 93258

Phone: 559-784-5000

Fax: 559-784-1172

City of Porterville
291 N Main St
Porterville Ca 93257

Acct #: 302067

Ad #: 487550

Phone: 559-782-7451

Date: 06/27/25

Ad taker: Terry Jasso

Classification: 062

Description	Start	Stop	Ins.	Cost/Day	Extras	Total
Legal Public Notice	06/27/25	06/27/25				\$ 210.66

CITY OF PORTERVILLE

JUL 03 2025

Received Email by R Lopez

ACCOUNTS PAYABLE

NOTE: This is a pre-invoice, regular invoices/statement will be sent out at the beginning of each month for the previous month.

ACCT NO.	19-3025-01		
NET AMT.	\$ 210.66		
AUTH. DEPT.	P.A.	PIN.	
A/P			
DATE			

ACCT

Payment Reference:

Total: \$210.66

Tax:

Net:

Prepaid:

DUE: \$210.66



**CITY OF PORTERVILLE
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AUTHORIZED BY: Rosa Lopez

ORDERING DEPT.: Community Development

PHONE #: 782-7460 FAX #: 781-6437

PUBLICATION (NAME): NOTICIERO SEMANAL

SUBJECT: Aviso de Audiencia Publica Para el Plan
Consolidado 2025-29 y el Plan 2025/26

Budget Acct. No: 19-3025-21

☐ TO BE ADVERTISED IN THE DISPLAY ADVERTISING SECTION

☐ TO BE ADVERTISED IN CLASSIFIED SECTION - SPECIAL NOTICES

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El 15 de abril de 2025, antes que la asignación de fórmula se publicaron el 14 de mayo de 2025 la ciudad tuvo una audiencia pública para considerar el plan consolidado y el plan anual. Esta audiencia pública es para presentar los fondos que se esperan recibir de 653,932.

Este aviso se da para brindar a las partes interesadas la oportunidad de ser escuchadas y presentar sus puntos de vista con respecto al Plan Consolidado Quinquenal 2025-2029 y el Plan Anual 2025/2026. El borrador está disponible en el Departamento de Desarrollo de la Comunidad en la Ciudad, 291 N. Main St., así como en el sitio web de la ciudad www.ci.porterville.ca.us y está disponible para su inspección por todas las personas interesadas en esto.

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FECHA: 27 de junio de 2025

Richard Tree, Interim City Clerk

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Date: 06/27/25

Ad taker: Terry Jasso

Classification: 062

Description	Start	Stop	Ins.	Cost/Day	Extras	Total
Legal Public Notice Spanish Notice	06/27/25	06/27/25				\$ 207.14

Received Email by R Lopez

CITY OF PORTERVILLE

JUL 01 2025

NOTE: This is a pre-invoice, regular invoices/statement will
be sent out at the beginning of each month for the previous month. ACCOUNTS PAYABLE

Payment Reference:

Total: \$ 207.14
Tax:
Net:
Prepaid:

DUE: \$ 207.14



WHY TAKE THE COMMUNITY SURVEY?

The City of Porterville receives federal funding in the form of a CDBG grant for programs that benefit low- to moderate-income individuals. This survey helps us get your input on which programs are a priority for you and also to identify impediments to obtaining fair housing choice. Thank you for your help.

 559-782-7460

 Community Development Department
291 N Main Street, Porterville, CA 93257



SCAN
QR CODE



¿POR QUÉ COMPLETAR LA ENCUESTA COMUNITARIA?

La ciudad de Porterville recibe fondos federales en forma de una beca (CDBG) para programas que benefician a personas de bajos a medios ingresos. Esa encuesta nos ayuda para que obtengamos su opinión en cuanto a cuáles programas tienen prioridad para usted y también para identificar impedimentos en las opciones justas al obtener vivienda. Gracias por su ayuda

 559-782-7460

 Community Development Department
291 N Main Street, Porterville, CA 93257



ESCANEE
EL CODIGO





COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
5-YEAR CONSOLIDATED PLAN



COMMUNITY SURVEY



Take the survey today!



LA BECA DE DESARROLLO COMUNITARIO (CDBG)
EL PLAN QUINQUENAL CONSOLIDADO



ENCUESTA COMUNITARIA



¡Tome la Encuesta Hoy!



COMMUNITY SURVEY

CDBG

5-YEAR CONSOLIDATED PLAN

TAKE THE SURVEY NOW!

SCAN THE QR CODE



ENCUESTA COMUNITARIA

EL PLAN QUINQUENAL CONSOLIDADO

CDBG

¡LLENE LA ENCUESTA AHORA!

ESCANEE EL CODIGO





COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)



Community Meeting

FOR THE 2025 FIVE-YEAR CONSOLIDATED PLAN

Wednesday, Sept. 18, 2024, at 5:30 PM
15 E. Thurman Avenue

You are cordially invited to participate in the consolidated planning process, which serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus the City's CDBG entitlement funds for the next five years. Join us and provide your valuable feedback.



BECA DE DESARROLLO COMUNITARIO (CDBG)



Encuentro comunitario

PARA EL PLAN QUINQUENAL CONSOLIDADO DE 2025

El miércoles 18 de septiembre de 2024, a las 5:30 p.m.
15 E. Thurman Avenue

Te invitamos a unirte al proceso de planificación consolidado, que es la base para conversar en la comunidad y determinar las prioridades de vivienda y desarrollo comunitario que se alineen con los requisitos de la beca CDBG de la Ciudad para los próximos cinco años. ¡Acompáñanos y comparte tus comentarios valiosos!



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
5-YEAR CONSOLIDATED PLAN



COMMUNITY SURVEY



SURVEY CLOSING SOON



LA BECA DE DESARROLLO COMUNITARIO (CDBG)
EL PLAN QUINQUENAL CONSOLIDADO



ENCUESTA COMUNITARIA



LA ENCUESTA CIERRA PRONTO



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)



Public Hearing

AND CITY OF PORTERVILLE CDBG CITIZENS' ADVISORY & HOUSING OPPORTUNITY COMMITTEE MEETING

Tuesday, Feb. 11, 2025, at 5:30 PM

Coleman Conference Room, 291 N. Main Street

You are cordially invited to participate in a hearing to obtain public input for the development of the 2025-2029 Consolidated Plan and 2025-26 Action Plan. Join us and provide your valuable feedback.



BECA DE DESARROLLO COMUNITARIO (CDBG)



Audiencia Publica

Y EL COMITE DE ASESORIA DEL CIUDADANO Y OPORTUNIDAD DE VIVIENDA DE LA BECA DE DESARROLLO COMUNITARIO (CDBG) DE LA CIUDAD DE PORTERVILLE

El viernes 11 de febrero de 2025

5:30 p.m.

Coleman Conference Room, 291 N. Main Street

Te invitamos a unirte al audiencia para obtener opinion publica ... desarrollo del Plan de Accion 2025-26 CDBG. ¡Acompáñanos y comparte tus comentarios valiosos!



COMMUNITY DEVELOPMENT BLOCK GRANT

Draft 5-Year Consolidated Plan and 25/26 Action Plan

30-DAY PUBLIC COMMENT PERIOD NOW OPEN

The comment period is an opportunity for all interested parties to present their views with respect to the proposed plan, which includes funding recommendations for ongoing and proposed CDBG funded programs.



A copy of the document will be on file at City Hall and online at the City's website: www.ci.porterville.ca.us



SCAN HERE!

PUBLIC COMMENT PERIOD

Opens: Saturday, March 15, 2025
Closes: Tuesday, April 15, 2025

For more information, please email housing@ci.porterville.ca.us or call (559) 782-7460



Funding is provided from HUD Community Development Block Grant program.



BECAS PARA EL DESARROLLO COMMUNITARIO (CDBG)

Borrador del Plan Consolidado de Cinco Años propuesto por la Ciudad y el Plan de Acción 2025/2026

EL PERÍODO DE COMENTARIOS PÚBLICOS DE 30 DÍAS YA ESTÁ ABIERTO

El período de comentarios es una oportunidad para que todas las partes interesadas presenten sus puntos de vista con respecto al plan propuesto, que incluye recomendaciones de financiamiento para programas financiados por la beca de CDBG propuestos y en curso.



Una copia del documento estará disponible en el la Ciudad y en línea en el sitio web de la Ciudad: www.ci.porterville.ca.us



ESCANEE

PERÍODO DE COMENTARIOS PÚBLICOS

Abre: sabado 15 de marzo de 2025
Cierra: martes 15 de abril de 2025

Para obtener más información, envíe un correo electrónico a housing@ci.porterville.ca.us o llame al (559) 782-7460



Fondos para este programa son obtenidos de HUD, del programa de Becas para el Desarrollo Comunitario (CDBG)

Community Development Block Grant (CDBG)

5-Year Consolidated Plan & 2025/26 Action Plan



30-Day Public Review & Comment Period
March 15 - April 15, 2025

To comment or for more information

Email: housing@ci.porterville.ca.us

Call: (559) 782-7460

To review the document visit: <http://www.ci.porterville.ca.us>



Public Hearing

April 15th at 6:30 p.m.
291 N. Main St. (City Hall)



Programa de Becas para el Desarrollo Comunitario (CDBG)

Plan Consolidado de 5 Años y Plan de Acción 2025/26



El periodo de comentarios de 30 días
15 de marzo - 15 de abril

Para obtener más información,

envíe un correo electrónico a housing@ci.porterville.ca.us

o llame al (559) 782-7460

Una copia del documento estará en línea en el sitio web de la Ciudad:

www.ci.porterville.ca.us



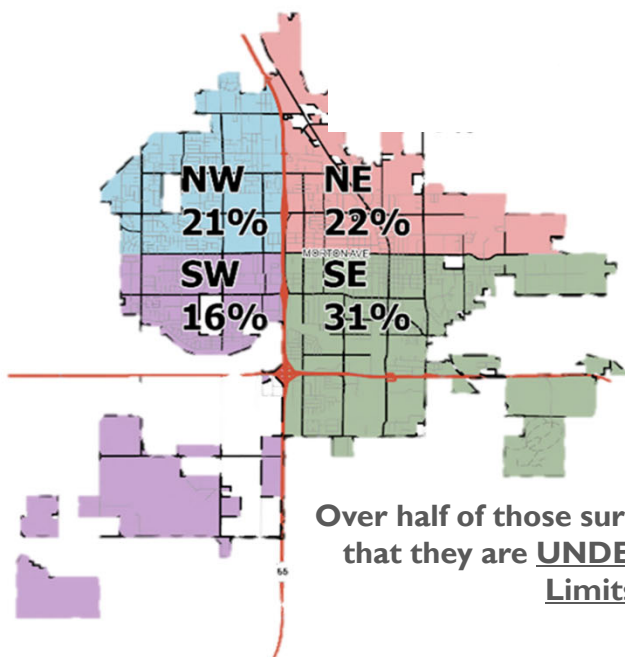
audiencia pública

15 de abril a las 6:30 p.m.
291 N. Main St. (City Hall)

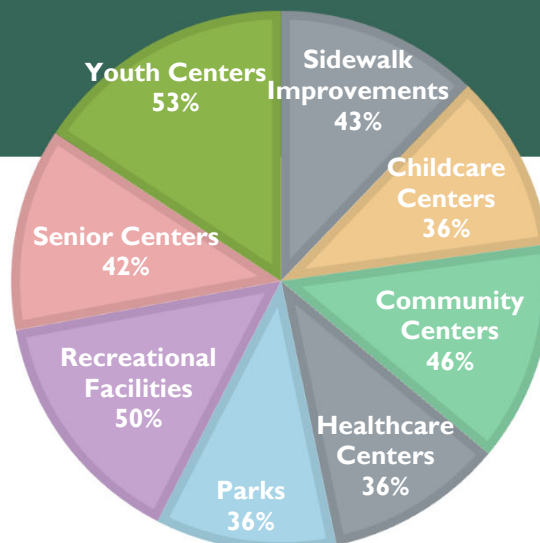


COMMUNITY SURVEY

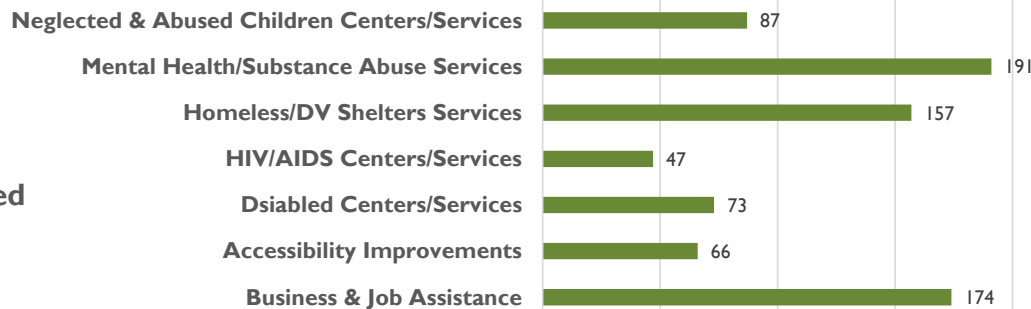
CITY QUADRANT REPRESENTATION



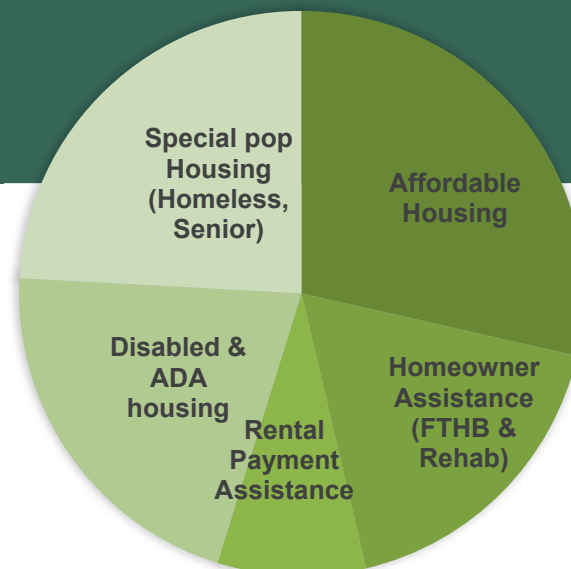
Over half of those surveyed responded that they are UNDER the 80% LMI Limits



NON-HOUSING NEEDS



COMMUNITY NEEDS



HOUSING NEEDS

APPENDIX 2: Resolution and Proposed Budget

Final documents will be attached prior to
submittal to HUD

APPENDIX 3: SF-424s and Certifications

Final documents will be attached prior to
submittal to HUD



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Consideration of Text Amendment to Series 300 of the Porterville Development Ordinance

SOURCE: Community Development

COMMENT: Porterville Storage has requested a text amendment to the Porterville Development Ordinance (PDO), Article 305 – Signs, to reduce the minimum setback for monument and freestanding signs in the IG (General Industrial) Zone District. The request follows City Council approval of Ordinance No. 1907 on October 15, 2024, which reduced building setbacks for Personal Storage uses in the IG Zone from 30 feet to 15 feet when adjacent to an arterial or collector street.

The proposed amendment would revise Sections 305.10(f) and 305.10(g) of the PDO to apply a uniform five-foot minimum setback from all property lines for monument and freestanding signs, regardless of zoning district. This change will clarify that the existing setback standards in the base zoning districts apply to structures, not signage, and will help support consistent industrial development.

Staff is currently in the process of updating the City's entire sign ordinance. However, to avoid delaying the Porterville Storage project, staff recommends approving this limited text amendment at this time. The amendment will be incorporated into the broader ordinance update, which is expected to be completed within 30 days.

Pursuant to the California Environmental Quality Act (CEQA), the Environmental Coordinator has determined the proposed amendment is exempt from further environmental review under CEQA Guidelines Section 15061(b)(3). The amendment does not authorize new land uses or increased development intensity and will not result in any physical environmental impact.

RECOMMENDATION: That the City Council:

1. Hold the noticed Public Hearing and receive public testimony regarding the proposed ordinance;

2. Approve the first reading by title only of an Ordinance of the City Council of the City of Porterville Amending Series 300, Sections 305.10(f) and 305.10(g) of the Porterville Development Ordinance; and
3. Order the Ordinance to print.

ATTACHMENTS:

1. Draft Ordinance

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Richard Tree, Interim City Manager

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING SERIES 300,
OF THE PORTERVILLE DEVELOPMENT ORDINANCE REGARDING IMPLEMENTATION OF SIGN
SPECIFIC STANDARDS FOR MONUMENT AND FREESTANDING SIGNS**

WHEREAS: On July 15, 2025 the City Council at its regularly scheduled meeting held a public hearing to consider amendment to the Porterville Development Ordinance; and

WHEREAS: The purpose of the proposed amendment is to remove “specific zoning district standards” and implementing sign type-specific standards to reduce setbacks related to monument and freestanding signs; and

WHEREAS: The proposed ordinance is an implementation measure of the policies, goals, and objectives of the Porterville General 2030 Plan. The Environmental Coordinator made a determination on the basis of substantial evidence that, since the amendment would not result in a new type of permitted use or in uses containing a greater floor area than already permissible, it can be shown with certainty that there is no possibility that the proposed text amendment could have a significant effect on the environment; and

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

SECTION 1: Section 305.10(F) of Article 305 of Series 300 of Chapter 21 of the Porterville Municipal code is hereby amended read as follows:

- F. Monument Signs. Freestanding signs erected on the ground or on a monument base designed as an architectural unit are allowed, subject to the ~~specific zoning district standards~~ and the following standards:
1. Maximum Number of Signs. One (1) monument sign per frontage per site.
 2. Maximum Sign Area Per Sign:
 - a. D-PO, D-PS, D-GC, CMX, and CN districts: thirty-two (32) square feet.
 - b. CG, CR, and Employment districts: sixty (60) square feet
 - c. PS, REC and PK districts: thirty-two (32) square feet.
 3. Height. A maximum of seven (7) feet.
 4. Landscaping. All monument signs shall require automatic irrigated landscaping at the base equivalent to the area of the sign copy.
 5. ***Setbacks. A minimum of five (5) feet from all property lines.***

SECTION 1: Section 305.10(G) of Article 305 of Series 300 of Chapter 21 of the Porterville Municipal code is hereby amended read as follows:

G. Freestanding Signs. Freestanding signs are allowed subject to the ~~specific zoning district standards and the~~ following standards:

1. Maximum Number of Signs: One (1) freestanding sign per site.
2. Allowable Sign Area Per Sign. The area of any freestanding sign shall be included in the maximum allowed sign area per Table 305.09.
3. Architectural Treatment. Freestanding signs shall be architecturally compatible in style, finish and color with the adjacent building or development. Structural supports, poles, angle bars, iron pipes, I-beams or similar structural members shall be architecturally encased with finished metal cladding, stucco, or similar material at least one foot in diameter, subject to approval by the Zoning Administrator as to proportion and architectural compatibility.
4. Landscaping. Freestanding signs shall be placed within a landscaped planter with at least twenty-four (24) square feet of planting area. As a condition of any permit for a pole sign, additional landscaping of the property may be required where needed to better integrate sign appearance with the site through scale and softening effects.
5. Height:
 - a. A maximum of twenty (20) feet; thirty-five (35) feet within five hundred (500) feet of a freeway right of way. Pole signs shall have a minimum clearance of fourteen (14) feet over parking lots and driveways, and eight (8) feet over interior pedestrian walkways.
 - b. A maximum of twelve (12) feet in the CMX, CN and PO zone districts.
6. Projection. Freestanding signs shall not project beyond the property line.
7. ***Setbacks. A minimum of five (5) feet from all property lines.***

This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, APPROVED, AND ADOPTED this ____ day of August, 2025.

Greg Meister, Mayor

ATTEST:

Richard Tree, Interim City Clerk

By: _____

Fernando Gabriel-Moraga,
Chief Deputy City Clerk



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Consideration of an Ordinance Amending Article VII of Chapter 18 of the Porterville Municipal Code Regulation Unsafe and Unauthorized Camping and Storage of Personal Property

SOURCE: City Attorney

COMMENT: At its regular meeting of June 3, 2025, the City Council reviewed and approved a draft ordinance updating the City's regulations and policies related to unauthorized camping. These updates are intended to align with recent legal developments, including the United States Supreme Court's decision in *Johnson v. Grants Pass*, as well as updated state guidance.

As part of the ordinance adoption process, the City Council, at its meeting on June 17, 2025, authorized staff to schedule a Public Hearing for July 15, 2025, to allow for public input and Council consideration of the ordinance's first reading.

Staff recommends that the City Council hold the noticed public hearing and consider any testimony provided, and consider whether to approve and give first reading of the draft ordinance, reading by title only and waiving further reading thereof. The prior staff report summarizing the changes is attached to this report.

RECOMMENDATION: That the City Council:

1. Hold the noticed Public Hearing and consider all testimony provided; and
2. Consider whether to approve an Ordinance of the City Council of the City of Porterville amending Article VII of Chapter 18, regulating unsafe and unauthorized camping and storage of personal property, the protection of critical infrastructure, and mitigation of harm to public health, safety, and welfare; and
3. If so approved, give first reading by title only, waive further reading, and order the Ordinance to print.

ATTACHMENTS:

1. Draft Ordinance
2. Draft Ordinance - Red Line
3. Staff Report - 06/03/2025 - Item No. 25

Appropriated/Funded:

Review By:

Department Director:
Julia Lew, City Attorney

Final Approver: Richard Tree, Interim City Manager

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING ARTICLE VII OF CHAPTER 18 REGULATING UNSAFE AND UNAUTHORIZED CAMPING AND STORAGE OF PERSONAL PROPERTY, THE PROTECTION OF CRITICAL INFRASTRUCTURE, AND MITIGATION OF HARM TO THE PUBLIC HEALTH, SAFETY AND WELFARE

WHEREAS, the City of Porterville (“City”) encourages the use of open spaces and facilities within the City by all members of the community; and

WHEREAS, all people have a right to be protected from environmental pollution and to live in and enjoy clean, healthful, and safe living conditions; and

WHEREAS, camping in undesignated campsites within the City limits creates unsanitary, unhealthy, disorderly, and dangerous conditions that may affect both the campers and the general public, for example when the camping has occurred in the Tule Riverbed or along the embankments, where there has been both severe flood and fire dangers to those camping and the public depending on the season; and

WHEREAS, camping in undesignated campsites within the City limits tends to degrade and even destroy the property upon which the camping is occurring, particularly in situations where an encampment is large and ongoing; and

WHEREAS, camping in undesignated campsites within the City limits not only detracts from the use of the property for its intended purposes but also can create dangerous conditions for the public; and

WHEREAS, the City has the authority to adopt regulations to ensure the public’s health, safety, and general welfare, and desires to regulate camping within the City; and

WHEREAS, the U.S. Supreme Court, in the case of *Johnson v. City of Grants Pass*, 603 U.S. 520 (2024) (“Grants Pass”) ruled that enforcement of generally applicable laws regulating camping on public property does not constitute cruel and unusual punishment, and local governments can enforce ordinances banning sleeping or camping on public property; and

WHEREAS, there are available low barrier overnight shelters operating within the City to serve individuals experiencing homelessness in the City; and

WHEREAS, the City has invested significant funds, resources, and time to assist persons experiencing homelessness to find temporary and permanent shelter and necessary public health services to address the causes of their homelessness, has sought to address the underlying issues contributing to homelessness and has striven to be a part of the solution. These City of Porterville actions and efforts include:

1. City Council, City Manager and staff participation on committees and sub-committees with service groups, regional non-profits, County Public Health Services, and other agencies to address causes of homelessness and work towards solutions.

2. The Police Department's creation, expansion, and continued operation of a SMART team to provide homeless liaison services to address needs of the unhoused within the City limits and encourage coordination or facilitate connections with available resources.

3. The City's development of low-barrier shelters, a Navigation Center, and permanent supportive housing to help support the needs of persons experiencing homelessness.

4. The City's support and collaboration with local service providers to assist individuals and families experiencing homelessness, with funding focused on emergency shelters, housing navigators, bridge housing and permanent supportive housing.

5. The City has transferred the City's portion of the National Opioid Settlement back to Tulare County to manage a regional effort to combat opioid-related issues that directly impact our unhoused population.

WHEREAS, despite the City's efforts the Police Department has found that a significant number of the City's homeless population routinely decline the City's offers of help for various reasons including, and many people experiencing homelessness refuse to accept services and refuse to move from encampments; and

WHEREAS, the City has experienced significant and continuing threats to public health and safety resulting from persons experiencing homelessness sleeping and camping in public spaces and unauthorized private locations in the City, including the following:

1. Homeless encampments raise a number of public health concerns related to waste, sanitation, and disease transmission. Unhoused people, like all other people, generate solid waste during their daily activities of food preparation and consumption, shelter building and maintenance and storing their possessions. Without any place or method of proper storage or disposal, the resulting piles of trash become food sources for rodents, breeding grounds for pathogens, fuel for fires, and unattractive nuisances to the public.

2. The opportunity for the spread of communicable diseases is increased in homeless encampments lacking basic sanitation services and waste collection, with some diseases such as hepatitis A and typhus more likely to occur in homeless populations.

3. Health and safety issues are presented by the violation of fire, building, electrical and other codes and standards for public health and safety, including the unauthorized and unpermitted use of electrical and utility connections, due to the potential and reality of unsafe and unhealthy conditions in encampments, posing life, safety, fire and health threats to both the occupants of the encampments, the general public and emergency responders.

4. Health and safety issues are exacerbated and compounded by larger encampments as there is an exponential increase in these health and safety issues the larger the encampment, including but not limited to both accumulation of trash and debris as well as the greater likelihood of the spread of disease.

5. The City regularly receives a large volume of emails, phone calls and in-person complaints regarding the encampments in the City, and the frequency and number of these complaints continues to increase.

6. The homelessness problem in Porterville impacts crime rates. Homelessness-related crime rates are significant both in terms of crimes against the homeless and also crimes committed by the homeless. During the period of January 1 through May31, 2025, the Porterville Police Department experienced a call volume of 10.22% of the total calls for service that were related to the City's unhoused population (with this percentage including complaints as well as arrests). Thus far in 2025 calls related to homelessness average approximately 9.82% of the total police calls per month.

7. Business owners and residents near encampments are confronted by trash, used needles, and human waste, and increased instances of open drug use, property damage, theft, and break-ins. They have seen their property values decline, their small businesses fail, and their public spaces become uninhabitable.

8. Businesses and residences near encampments experience physical impediments to access to public and private property which both impedes emergency responses, evacuation of occupants during an emergency, and general public access, as well as exacerbates the likelihood of conflict, intimidation and threats to the public safety for both the unhoused as well as all members of the public, and furthermore the collection of biohazard materials, human waste, trash and rubbish near businesses and residential areas contributes to a general decline in public health, safety and welfare.

9. Encampments near emergency shelters established for emergency evacuations during events such as winter rainstorms can cause barriers to access for evacuees.

10. Encampments near active construction sites, trash enclosures, areas with heavy vehicle use, and similar areas pose unique threats to both the unhoused as well as the operators of construction equipment and vehicles through unintentional yet predictable collisions and threats to health and safety.

11. Encampments on or near public utilities and critical infrastructure, such as stormwater, water and sewer infrastructure, fire stations, electrical wires and natural gas pipelines, pose unique safety, environmental and security issues and are generally closed to the public or have limited public access for safety, environmental and security reasons.

12. Unauthorized connections or taps to public utilities, as well as violation of fire, building, electrical and other codes and standards, create unsafe conditions and a potential life safety hazard for the occupant, the general public and emergency responders.

13. Encampments pose immense public health concerns as the rates of overdoses from drugs like fentanyl and heroin have increased substantially among the unhoused and encampments can provide an environment conducive to illegal drug consumption.

14. Abandoned encampment cleanups are performed by City Police officers and Parks and Leisure services department staff with police equipment, fire and City code enforcement officers and staff in an attempt to maintain and or control the spread of large encampments and this taxes public resources while unnecessarily exposing first responders and City staff to unhealthy and unsafe situations.

15. Fires in unsafe locations for cooking and warming occur at encampments increasing the risk of fires posing a threat to safety and health, and the City has had to respond directly to major fires caused by such activities over the years.

16. Accumulation of biohazard and medical waste occurs in and around encampments and these items end up in our creeks, storm drains, waterways, and beaches posing a direct threat to health and safety.

17. Severe blockage of storm drains and also the Tule Riverbed, due to excessive encampment debris and/or degradation of the river embankments leads to increased roadway and stream flooding and drain blockages during storms causing threats to health and safety.

18. During times of severe storms, unhoused camps are located in and must be evacuated from riverbeds; sloughs; embankments; low lying, unsafe areas; and storm drains due to increased risk of flooding, rapid water movement, and blockage of storm drains, posing safety threats to the residents of the encampments; and

WHEREAS, in light of these significant and continuing threats to public health and safety, the City previously adopted reasonable time, place and manner regulations on unauthorized camping, and now desires to adopt amendments consistent with the U.S. Supreme Court decision in Grants Pass, and that address additional issues and consideration; and

WHEREAS, the City finds that reasonable camping regulations for public property will best serve the public's health, safety, and general welfare.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein.

SECTION 2. CHAPTER 18, ARTICLE VII AMENDED. Article VII of Chapter 18 , entitled "Unauthorized Camping Regulations," is hereby amended as follows:

CHAPTER 18. ARTICLE VII – UNAUTHORIZED CAMPING REGULATIONS

Section 18-76 FINDINGS AND PURPOSE

A. As the City continues to offer assistance and services to persons experiencing homelessness, the City must appropriately consider various interests and formulate policy to best protect public health, safety, welfare, property, and the environment, with its limited resources.

B. The City Council acknowledges that although shelters have been established within the City, regionally there is a lack of nightly shelter beds and housing available for persons experiencing homelessness and recognizes the systemic lack of state and federal investment in shelter and public health services for those experiencing homelessness.

C. The City Council acknowledges that some persons will live or shelter for survival outdoors until they are able or willing to access affordable or free shelter or housing. In Porterville, this has typically meant sheltering, sometimes for extended periods of time, on City rights-of-way and City

property, on various private property without authorization, and at times on other public agency property owned by other public agencies.

D. Public rights-of-way and public property are generally intended for public use and travel. The City Council is the authority for rights-of-way within the City; as such, the City must consider the safety of motorists and pedestrians travelling on roadways and sidewalks, including to and from neighboring properties, businesses, and residences.

E. The City owns limited property where camping can or should be allowed for reasons including but not limited to public health and safety concerns and issues created by the impact of camping on public property.

F. The City has had increasing concerns regarding public health and safety due to instances of camping on or in rights-of way and public property in or near waterways, streets, roads, sidewalks, schools, residences, businesses, critical infrastructure, public access points and similar locations. Public utility properties (e.g., stormwater, water, sewer) are environmentally and operationally sensitive and generally closed to the public or have limited access for safety, environmental and security reasons.

G. Over the long term and working with other governmental agencies and non-profit organizations, the City's belief is that people should not have to live outside and there are safer options.

H. It is the purpose and intent of the City Council to provide standards for camping and sheltering for survival on City rights-of-way and public property, which are intended to be as compatible as possible with the needs of everyone in Porterville to be healthy, safe, and have access to public places.

I. Smaller camp sites support both the health and safety of people who are camping for survival on public property as well as the health and safety of the public.

J. It is the purpose and intent of the City Council to provide standards for camping and sheltering for survival on City rights-of-way and public property which will address issues such as fire risk, unsanitary conditions, health risks, public infrastructure security, public access impediments, trash, waste, damage to park features and plants, and public safety hazards to both people camping as well as neighboring businesses, residents and community members, as well as environmental degradation, which have occurred with longer-term camping in the City.

K. It is the intent of the City to evaluate each removal of a Campsite with considerations of public health and safety, including for the people who are sheltering in the camps, potential user conflicts, and available resources. The City intends to use a team approach and coordinate with other governmental agencies and non-profit organizations as appropriate. When the City requires a person experiencing homelessness to remove a Campsite, through these regulations, it intends to provide the person adequate time to remove the Campsite before the City removes the Campsite, to secure any personal property with reasonable utility or reasonable value for the person to retrieve at a later date, and to clean the former Campsite to address threats to public health and safety.

Section 18-77 DEFINITIONS

The following words and phrases, when used in this Chapter, shall have the meaning ascribed to them by this section unless it is apparent from the context that another meaning is intended.

A. "Camp" or "Camping" means residing in or using any public property for one or more days or nights for sheltering or living accommodation purposes, such as sleeping activities or making preparations to sleep (including the laying down of bedding for the purpose of sleeping), or using any tents, or storing personal belongings (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar material), or making any fire using Bunsen burners or other heating items, or regularly cooking meals. These activities constitute camping when it reasonably appears, in light of all the circumstances, that a person is using public property as a living accommodation or sheltering for one or more days or nights.

B. "Camp Facilities" include, but are not limited to, tents, huts, or similar temporary shelters consisting of any material with a top or roof or any other upper covering or that is otherwise enclosed by sides that is of sufficient size for a person to fit underneath or inside while sitting or lying down and includes the use of a tarp or other material tied or affixed to a structure or bush to create an enclosed area.

C. "Camp Materials" includes but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, shopping carts, recyclable material and/or non-City designated cooking or heating facilities and similar equipment, or personal possessions that would facilitate one's use of a park, public property, or any portion of the public right-of-way as a temporary residence.

D. "Critical Infrastructure" means real property or a facility, whether privately or publicly owned, that the City Council by Ordinance or with recommendations from the City Manager by Resolution designates, from time to time, as being so vital and integral to the operation or functioning of the City or in need of protection that its damage, incapacity, disruption, or destruction would have a debilitating impact on the public health, safety, or welfare. Critical infrastructure may include, but is not limited to, government buildings, such as fire stations, police stations, jails, or courthouses; hospitals and health facilities; structures, such as antennas, bridges, roads, train tracks, drainage systems, or levees; or systems, such as computer networks, public utilities, electrical wires, natural gas pipes, telecommunication centers, or water sources.

E. "Enforcement Personnel" means the employee(s) of the City, including but not limited to sworn police officers, and code enforcement officers authorized by the City to seek compliance with, and enforce, the regulations, requirements, and rules of this.

G. "Fire Severity Zones" means mapped area as defined by the Office of State Fire Marshal that designates zones (based on factors such as fuel, slope, and fire weather) with varying degrees of fire hazard (i.e., moderate, high, and very high).

H. "Greywater" means untreated wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines and the like. It does not include any toilet discharge, unhealthy bodily wastes, or manufacturing wastes.

I. "Hazardous Water" means sewage, toilet discharge, unhealthy bodily wastes, manufacturing wastes and the like.

J. "Landscaped Area" means any manicured or natural ground covered areas including but not limited to flower beds, bushes, brush areas, or shrubs.

K. "Personal Property" means any tangible property and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, blankets, sleeping bags, personal items such as household items, luggage, backpacks, clothing, food, documents, and medication.

L. "Playground" means any park or recreational area specifically designed to be used by children that has play equipment installed, or any similar facility located on public or private school grounds, or on City, county, or State park grounds.

M. "Public Property" means any publicly owned property in the City, whether improved or unimproved, including, but not limited to, any of the following: public alleyways; public parking lots; public passageways; public streets; public rights-of-way; freeway on-ramps and off-ramps; publicly owned, maintained, or operated parks and/or playgrounds; publicly owned, maintained, or operated landscaped areas or greenbelts; publicly owned fences, trees, light poles, or equipment boxes; publicly owned, maintained, or operated open spaces including, but not limited to, public facilities or buildings of any kind; public sidewalks, curbs, and gutters; public educational institutions; or other government owned, maintained, or operated properties located within the City.

N. "Public Utilities" means every common carrier, toll bridge corporation, pipeline corporation, gas corporation, electrical corporation, telephone corporation, telegraph corporation, water corporation, sewer system corporation, and heat corporation, where the service is performed for, or the commodity is delivered to, the public or any portion thereof, as defined by Public Utilities Code section 216, and as amended.

O. "Rights-of-Way" means all City-owned or controlled rights-of-way, whether in fee title or as holder of a public easement for right-of-way or public access purposes. Public rights of-way include but are not limited to any public road, street, sidewalk, or private street or other property that is subject to a public access easement dedicated or granted to the City for vehicular use, pedestrian use, utilities or other means, and any planter strip or landscaped area located adjacent to or contained within streets that is part of the public right-of-way.

P. "School" means any institution, facility, or organization, whether public or private, that offers instruction on those courses of study required by the California Education Code or that is maintained pursuant to standards set by the State Board of Education. School for purposes of this section does not include vocational or professional institutions of higher education, including a community or junior college, college, or university. The setback shall be calculated from the school property boundaries.

Q. "Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

R. "Transportation Facility Loading Area" means that area within 200 feet of where trains, buses or any form of public transportation loads or unloads passengers.

S. "Vehicle" means a "motor vehicle" as defined by California Vehicle Code, section 415 and includes a "recreational vehicle" as defined by California Health and Safety Code, section 18010(a).

Section 18-78 RESTRICTIONS AND TIME, PLACE AND MANNER REGULATIONS

It is unlawful and a public nuisance for any person to camp on Public Property when there is available space for the person(s) at a shelter location where the person(s) is eligible and is qualified to go. If there is no available shelter space, persons who do not have any other permanent residence or domicile and/or are involuntarily experiencing homelessness are prohibited from camping on certain public property as specified pursuant to this Article, and as restricted pursuant to any administrative rules and policies promulgated by the City Manager, or designee, adopted after the Effective Date of this Ordinance, in accordance with this Article. Additionally, camping, sheltering or lodging (or other activities) in a public place in violation of any applicable State or Federal law is prohibited.

A. Time. Unless otherwise specified, any Camping or Camp, where allowed, may only occur for 12 hours at a time in any one location. After 12 hours in one location, the Camp and all associated Camp Materials must be moved at least one street block or 600 feet, whichever is greater, to another location (where the activity is not otherwise prohibited).

B. Place. Camping is not allowed at any time in any of the following places:

1. Within a residentially zoned property boundary or within any area zoned Residential, as determined by the City of Porterville Zoning Map and the Porterville Municipal Code.
2. Within any Mixed-Use Overlay Zone, as determined by the City of Porterville Zoning Map and the Porterville Municipal Code.
3. Any place where Camping, a Camp, or Camp Materials create a physical impediment preventing emergency or non-emergency ingress, egress or access to public or private property, including but not limited to, on public sidewalks, alleyway or other public rights-of-way, driveways providing access to vehicles, and entrances or exits from buildings and/or other real property; and, within 15 feet of any fire hydrant.
4. Any vehicle lane, bicycle lane, roundabout within any public right-of-way, or Transportation Facility Loading Area, or under or on any bridges.
5. Within 1000 feet from any shelter both established for emergency evacuations as well as approved under the Porterville Municipal Code and/or approved consistent with any applicable provision of State or federal law.
6. On any street or public rights-of-way, unless expressly authorized by the City.
7. Within, or within an additional distance boundary as set by Resolution, any School.
8. Within, or within an additional distance boundary as set by Resolution, any Playground.
9. At the following public property: Porterville City Hall, any City-operated Community Center, Porterville Veterans Hall, Porterville Public Library, and Zalud House.
10. On, or within an additional distance boundary as set by Resolution, riverbeds, river embankments, sloughs, waterways, levies, water wells, storm basins or any publicly

owned water, sewer or storm drain infrastructure (e.g., sewer lift stations, storm water pump stations or structures).

11. Within, or within an additional distance boundary as set by Resolution, Critical Infrastructure.

12. Within, or within an additional distance boundary as set by Resolution, either a very high Fire Severity Zone or a high Fire Severity Zone.

13. In, or within an additional distance boundary as set by Resolution, Refuse Service Containers (all bin and curbside service containers, in addition to designated Refuse trash enclosures).

14. On or within a certain specified distance of any other Public Property as may be designated from time to time by Resolution of the City Council, with recommendations from the City Manager, Police Chief and Fire Chief, or their designees.

C. Manner. Camping, when not otherwise prohibited, is subject to all of the following limitations and regulations:

1. Individuals, Camp Materials, Camps, or personal property may not obstruct, block, prevent access to, or impede: sidewalk accessibility or passage; clear vision of moving vehicles or bicycles; usage of fire hydrants; usage or function of Public Utilities, Critical Infrastructure, or other City infrastructure; or, otherwise obstruct, block, prevent access to, or impede the use of the Rights-of-Way for vehicular, pedestrian, bicycle, or other passage.

2. A Camp or Camping shall be limited to a spatial footprint of no greater than 12 feet by 12 feet, or 144 square feet, and shall have a smaller footprint if necessary to comply with the restrictions set forth in this Chapter. The intent of this section is to allow a person to sleep protected from the elements and maintain the essentials for living, while still allowing others to use public spaces as designed and intended.

3. To prevent larger Camping sites from forming and the impacts to public health and safety that can result, a Camp shall not be within a one hundred fifty (150) foot radius of any other Camp, unless otherwise explicitly authorized by City regulation, and only under such conditions adopted by the City and permitted by this Code.

4. Individuals may not accumulate, discard, or leave behind garbage, debris, unsanitary or hazardous materials, or other items of no reasonable utility or reasonable value, as determined by the City, in public rights-of-way, on City property, or on any adjacent public or private property.

5. Open flames, recreational fires, burning of garbage, bonfires, or other fires, flames, or heating deemed unsafe by the Porterville Fire Department, or the Porterville Police Department, are prohibited. Types of flameless cooking stoves and other flameless devices for keeping warm, as consistent with this subsection, are permitted. Additionally,

any and all fires, to the extent allowed by this Section, must comply with all State and local laws.

6. Dumping of Greywater or Hazardous Water into any facilities or places not intended for Greywater or Hazardous Water disposal is prohibited. This includes but is not limited to City streets, public rights-of-way, public waterways, and storm drains, which are not intended for disposal of Greywater or Hazardous Water.

7. Unauthorized connections or taps to Public Utilities, including but not limited to such connections or taps that cross over City property, roadways, rights-of-way, driveways, streets, sidewalks, fences, and private property are prohibited.

8. Violations of building codes, fire codes, and other relevant codes or standards for health and safety are prohibited.

9. Obstruction of, or attachment of Camp Materials or personal property to, fire hydrants, utility poles, Public Utilities infrastructure, public infrastructure, fences, trees, vegetation, vehicles, bridges/infrastructure, or buildings is prohibited.

10. Individuals may not build or erect structures, whether by using plywood, wood materials, pallets, or other materials. Items such as tents, and similar items used for shelter that are readily portable, are not structures for purposes of this section.

11. Storage of personal property such as vehicle tires, bicycles, or associated components (except as needed for an individual's personal use), gasoline, generators, lumber, household furniture, propane tanks, combustible material or gases, or other items or materials, is prohibited, other than what is related to camping, sleeping, or keeping warm and dry, and only to the extent that such items are used in a safe manner.

12. Digging, excavation, terracing of soil, alteration of ground, water or infrastructure, or damage to vegetation or trees is prohibited.

13. All animals in the custody, ownership, or companionship of an individual, must be leashed or crated at all times.

14. Camps shall consist of no more than two adult persons, their minor dependents, two animals (e.g., dogs) that are leashed or crated at all times, and one tent.

Section 18-79 ENFORCEMENT

A. Voluntary Compliance. The enforcement personnel shall make a good faith effort to contact the person violating this Chapter and provide a reasonable opportunity to cure or remedy the alleged violation. Enforcement Personnel shall make a good faith effort to determine whether the person subject to enforcement has been referred to service providers and/or local non-profit assistance organizations and make a referral if it appears none has been made.

B. Notice of Violation

1. 24 Hour Notice. Prior to implementing any of the enforcement mechanisms provided for in this Chapter to remove a Campsite and/or Camp Facilities because of violations of this Chapter,

the Enforcement Personnel shall provide occupants of a Campsite or Camp Facilities, at least 24 hours in advance of any action to remove the Campsite or Camp Facilities, notice both to remove the camp within 24 hours consistent with the requirements of this Chapter as well as of the intent by the City to remove the Campsite or Camp Facilities in no less than 24 hours (the “notice”). The notice shall be in writing and shall be posted on or near the Campsite or Camp Facilities, so as to reasonably communicate the notice to persons living at the or Camp Facilities but not present during the attempt to provide notice. In addition, the Enforcement Personnel shall make a good faith effort to personally provide the written notice to the occupant(s) of the Campsite or Camp Facilities present at the time the Enforcement Personnel posts the notice. Failure of the occupant(s) of the encampment to comply with the notice’s requirements to remove the camp within 24 hours consistent with the requirements of this Chapter shall constitute a violation of this Chapter. The notice shall contain the following information:

- a. The location of the Campsite or Camp Facilities;
- b. The date and time notice was posted;
- c. A statement that the Campsite or Camp Facilities violates this Chapter;
- d. An advisement that the City will remove the Campsite or Camp Facilities 24 hours after the date and time of the notice;
- e. Information about any housing, shelter, or homeless services available for occupants of the Campsite or Camp Facilities, the phone number and address to contact in order to obtain such housing, shelter, or homeless services, if available, and information about obtaining free transportation, if available, to such housing, shelter, or homeless services;
- f. An advisement that any personal property remaining at the Campsite or Camp Facilities site when the Enforcement Personnel returns to remove the Camp Facilities will be impounded for no fewer than 60 days, or as provided for by applicable law, and will be discarded thereafter if not claimed; and
- g. The address, phone number, and operating hours of the location where the personal property will be stored and may be retrieved, being a staging or storage area managed by the Porterville Fire Department – Code Enforcement Unit, or as otherwise designated by the City, and that the City will charge no fee for storage or retrieval.

2. Less Than 24 Hour Notice. The notice detailed above may establish a shorter time for the removal of the encampment if the Enforcement Personnel have determined the conditions at the Campsite or Camp Facilities requires removal of the Campsite or Camp Facilities in less than 24 hours to avoid a potential emergency or threat to public health or safety, such as possible site contamination by hazardous materials or when there is reasonable potential danger to human life or safety. Failure of the occupant(s) of the encampment to comply with the notice’s requirements to remove the camp consistent with the requirements of this Chapter shall constitute a violation of this Chapter.

3. Illegal Activity or Exceptional Emergency. Enforcement personnel may remove a Campsite or Camp Facilities without providing the notice described above in the following circumstances:

- a. When there is probable cause for law enforcement officials to believe that illegal activity, other than camping, is occurring at a Campsite or Camp Facilities, or in the immediate vicinity of an Established Campsite or Camp Facilities; or
- b. When there is probable cause for law enforcement officials to believe that the property that comprises a Campsite or Camp Facilities is being used or is intended to be used to commit or facilitate the commission of otherwise illegal activity; or
- c. In the event of an exceptional emergency, such as significant evidence of site contamination by hazardous materials or when there is immediate danger to human life or safety.

C. Removal of a Campsite or Camp Facilities. If the occupant(s) fail to comply with the request for voluntary compliance set forth in subsection A above, and after the enforcement personnel comply with the requirements set forth in subsection B above, any Camp, Camp Materials, or personal property in violation of any of the standards in this Chapter may be removed or cleaned-up by the City or its designated contractors, and the enforcement personnel may take appropriate actions to remove a Campsite or Camp Facilities and enforce this Chapter, consistent with the following:

- 1. When removing Camp Facilities, or individuals, Camp Materials, or personal property from a Campsite, enforcement personnel will make reasonable efforts to remove individuals without the use of force or citation.
- 2. When removing personal property, the City shall make reasonable efforts to determine if the property belongs to an individual and has any reasonable utility or reasonable value. "Personal belongings" include 1) items of apparent value of \$50 or more; and/or 2) items of apparent personal value, including but not limited to: eyeglasses, operational wheelchairs, walkers, crutches, other medical equipment, habitable tents, personal papers (such as photographs, albums, ID's , bank statements, and legal papers), backpacks, container, and operational bicycles, scooter, and strollers. The City shall make reasonable efforts to identify which Campsite the property was removed from, to aid in connecting people with their property. Items that are perishable, that have no reasonable use or value, that are not identifiable as belonging to an individual, or that are in an unsanitary condition due to saturation or contamination from bodily fluids, whether human or animal, or other contamination, will be considered garbage, discarded, and need not be stored.
- 3. Weapons, drug paraphernalia, or other contraband, and items that appear to be either stolen or evidence of a crime, shall be provided to law enforcement officials.
- 4. Following removal of personal property from City property or rights-of-way, the City shall post a notice at or as near as possible to the location the property was collected and on the City's website, stating where the personal property is being stored, and listing the phone number and hours a person claiming ownership can collect or make arrangements to collect their personal property.
- 5. After a Campsite or Camp Facilities has been removed, then at the recommendation of the Police Chief or Fire Chief on the basis of public health and safety, the City Manager may order

that no camp be set up in that same location or a 100-foot. The City shall post signs informing the public that camping is prohibited at the location.

D. Removal and Storage of Personal Property or Camp Materials During Removal of a Campsite or Camp Facilities. Personal property or Camp Materials may be removed from City rights-of-way, City property, or a Camp, during removal of a Campsite or Camp Facilities pursuant to Section C above, if in violation of the provisions of this Chapter, as provided for herein.

1. Personal property removed from City rights-of-way or City property and unclaimed at the time of removal will be stored by the City for a minimum of sixty (60) days, or the duration (if shorter in time) allowed by applicable State or federal law, counting from the day of the removal as day one.
2. Items that are perishable, that have no reasonable use or value, that are not identifiable as belonging to an individual, or that are in an unsanitary condition due to saturation or contamination from bodily fluids, whether human or animal, or other contamination, will be considered garbage, discarded, and will not be stored. Property discarded, dumped, or otherwise abandoned in the City rights-of-way or on public property may be immediately discarded.
3. The City will store personal property at a storage facility at or near a designated City facility, where people can reasonably retrieve belongings. Notwithstanding any otherwise applicable City policy or procedure, all items collected and stored pursuant to this Chapter that reasonably appear to have a monetary value at the time of collection of less than one thousand dollars (\$1,000) shall be stored at a storage facility, and items that reasonably appear to have a monetary value at the time of collection of one thousand dollars (\$1000) or more shall be separately stored for safekeeping with the Porterville Police Department ("MBPD").
4. The City will make reasonable efforts to provide a range of times the storage facility will be available for people to collect their personal property. The City may dispose of any personal property that remains unclaimed after sixty (60) days, or the duration (if shorter in time) allowed by applicable State or federal law, counting from the day of the removal as day one.

Section 18-80 VIOLATIONS

A citation for a violation of this Article shall be for an infraction. At the City's discretion, it may issue Administrative Citations under Chapter 2, Article 14 of this Code. Citations will be issued only when other means of achieving compliance have been unsuccessful or are not practicable for the particular situation. Additionally, the City reserves the right to enforce this Article in accordance with Chapter 1, Sections 1-9 and 1-10 of this Code, to the extent consistent with this Article and Section.

Section 18-81 SUSPENSION OF ENFORCEMENT

The City Council, Manager, or designee, as otherwise specified is specifically authorized to modify or suspend enforcement of any section or part of this Article in the event of a declared emergency, pursuant to applicable State or Federal Law, City regulations, administrative rules or policies, weather conditions (including but not limited to extreme heat or cold), or for any other reason within the City Council or City Manager's authority, regardless of whether an emergency has been declared. In addition,

the City Manager may suspend the enforcement of regulations contained in this Chapter when the City Manager, or designee, has determined a person does not have access to shelter and is engaged in case management or behavioral health services, or when necessary or appropriate to respond to a person's disability, or as further set forth in any administrative policies implementing this Article adopted by the City Manager, or designee pursuant to Section 18-82.

Section 18-82 ADOPTION OF ADMINISTRATIVE RULES

The City Manager, or designee may adopt administrative rules or policies governing or guiding enforcement of this Chapter, consistent with the intent of this Chapter, including but not limited to ensuring consistent and appropriate enforcement for various circumstances. These administrative rules or policies should ensure that enforcement is tailored to various circumstances, including but not limited to situations where a person has a disability under the Americans with Disabilities Act, where minor children are present or otherwise involved, where a person has employment obligations that may relate to their ability to comply with this Chapter, or for other reasons that may support discretion in enforcement.

Section 18-83 METHODS OF ENFORCEMENT NOT EXCLUSIVE

Methods of enforcement for violations of this Chapter are not exclusive and may consist of multiple enforcement mechanisms where legally authorized and appropriate. However, the intent of the City is to always resolve violations at the lowest possible level, and to engage to seek compliance and solve problems while maintaining the dignity of all involved.

Section 18-84 OVERNIGHT CAMPING ON PRIVATE PROPERTY

It is unlawful to camp on private property without the property owner's consent, or to camp on private property in such a manner in violation of applicable law or this Code or as to cause blight or a public nuisance, or to disturb the peace and quiet enjoyment of the adjacent property owners and neighbors. For the purposes of this section, an unlawful encampment includes but is not limited to an area of private property , upon which any person has settled or located, or which they occupy, without having a bona fide claim or color of title thereto, or without the express consent of the owner or person legally in charge thereof or the agent of the same, and/or which is occupied or inhabited by such person in violation of section 103 of the California Building Code or Chapter 7 of this Code (Uniform Building Codes as adopted by the City). Camping inside a motor vehicle shall only be permitted if done in a manner otherwise consistent with this Section and if otherwise (and to the extent) permitted under this Code or applicable law.

Notwithstanding the other restrictions in this Section, camping shall not be permitted on private property where it is conducted in such a manner as to create inadequate sanitation, any trafficking in illegal drugs, or with such frequency, intensity or duration as to constitute a use of land prohibited under Chapter 21 of this Code (zoning regulations), nor where any fee, charge or other monetary consideration is collected for the privilege of Camping or for any services or the use of any facilities related thereto (unless such use/activity has been expressly permitted by the City).

Notwithstanding this Section or other applicable regulations in this Code, camping, lodging (or other activities) on private property in violation of any applicable State or Federal law is prohibited.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 4. POTENTIAL CONFLICTS. All ordinances, parts of ordinances, City resolutions or policies, and the like, in conflict with those sections amended or added herein to the Porterville Municipal Code, are hereby expressly superseded by this ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption.

SECTION 6. CERTIFICATION. The City Clerk shall certify as to the passage and adoption of this ordinance, and the City Clerk shall cause the same to be posted and codified in the manner required by law.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

Greg Meister, Mayor

ATTEST:

Richard Tree, Interim City Clerk

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

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ~~REPEALING~~AMENDING ARTICLE VII OF CHAPTER 18 ~~(SECTIONS 18-76 THROUGH 18-83) OF THE CITY OF PORTERVILLE MUNICIPAL CODE AND REPLACING IT WITH CHAPTER 18, ARTICLE VII,~~ REGULATING UNSAFE AND UNAUTHORIZED CAMPING AND STORAGE OF PERSONAL PROPERTY, THE PROTECTION OF CRITICAL INFRASTRUCTURE, AND MITIGATION OF HARM TO THE PUBLIC HEALTH, SAFETY AND WELFARE

WHEREAS, the City of Porterville ("City") encourages the use of open spaces and facilities within the City by all members of the community; and

WHEREAS, all people have a right to be protected from environmental pollution and to live in and enjoy clean, healthful, and safe living conditions; and

WHEREAS, camping in undesignated campsites within the City limits creates unsanitary, unhealthy, disorderly, and dangerous conditions that may affect both the campers and the general public, for example when the camping has occurred in the Tule Riverbed or along the embankments, where there has been both severe flood and fire dangers to those camping and the public depending on the season; and

WHEREAS, camping in undesignated campsites within the City limits tends to degrade and even destroy the property upon which the camping is occurring, particularly in situations where an encampment is large and ongoing; and

WHEREAS, camping in undesignated campsites within the City limits not only detracts from the use of the property for its intended purposes but also can create dangerous conditions for the public; and

WHEREAS, the City has the authority to adopt regulations to ensure the public's health, safety, and general welfare, and desires to regulate camping within the City; and ~~WHEREAS, a federal Ninth Circuit Court of Appeals decision, Martin v. City of Boise, 920 F.3d 584 (9th Cir. 2019) ("Martin"), prohibits criminal prosecution for sleeping outside on public property when adequate shelter is not reasonably available for persons involuntarily experiencing homelessness, based upon an interpretation of the Cruel and Unusual Punishments Clause of the U.S. Constitution's Eight Amendment; and~~

~~WHEREAS, the federal Ninth Circuit court suggested in its decision in Martin that the prohibition on criminal prosecution would not apply to individuals who have reasonable access to adequate temporary shelter; and~~

~~WHEREAS, the Ninth Circuit court in Martin suggested that even when adequate shelter is unavailable, an ordinance establishing reasonable time, place, and manner regulations on sitting, lying, or sleeping may be allowed under the U.S. Constitution when the regulations are to address legitimate public health and safety concerns; and~~

WHEREAS, the ~~federal Ninth Circuit court~~ the U.S. Supreme Court, in the case of *Johnson v. City of Grants Pass*, 72 F.4th 868 (9th Cir. 2023) 603 U.S. 520 (2024) ("*Grants Pass*") ~~(to be heard and considered by the U.S. Supreme Court in April 2024)~~, expanded upon its decision in *Martin* to prohibit civil enforcement for sleeping outside when adequate shelter is not reasonably available for persons

~~involuntarily experiencing homelessness if civil enforcement can lead to criminal enforcement; ruled that enforcement of generally applicable laws regulating camping on public property does not constitute cruel and unusual punishment, and local governments can enforce ordinances banning sleeping or camping on public property; and~~

WHEREAS, there are available low barrier overnight shelters operating within the City, ~~that as of the date of the adoption of this Ordinance have had space available nightly to serve individuals experiencing homelessness in the City; and~~

WHEREAS, the City has invested significant funds, resources, and time to assist persons experiencing homelessness to find temporary and permanent shelter and necessary public health services to address the causes of their homelessness, has sought to address the underlying issues contributing to homelessness and has striven to be a part of the solution. These City of Porterville actions and efforts ~~have included:~~

1. City Council, City Manager and staff participation on committees and sub-committees with service groups, regional non-profits, County Public Health Services, and other agencies to address causes of homelessness and work towards solutions.

2. The Police Department's creation, expansion, and continued operation of a SMART team to ~~operate as a provide~~ homeless liaison services to address needs of the unhoused within the City limits and encourage coordination or facilitate connections with available resources.

3. The City's development of low-barrier shelters, a Navigation Center, and permanent supportive housing to help support the needs of persons experiencing homelessness.

4. The City's support and collaboration with local service providers to assist individuals and families experiencing homelessness, with funding focused on emergency shelters, housing navigators, bridge housing and permanent supportive housing.

5. The City has transferred the City's portion of the National Opioid Settlement back to Tulare County to manage a regional effort to combat opioid-related issues that directly impact our unhoused population.

WHEREAS, despite the City's efforts the Police Department has found that a significant number of the City's homeless population routinely decline the City's offers of help for various reasons including, and many people experiencing homelessness refuse to accept services and refuse to move from encampments; and

WHEREAS, the City has experienced significant and continuing threats to public health and safety resulting from persons experiencing homelessness sleeping and camping in public spaces and unauthorized private locations in the City, including the following:

1. Homeless encampments raise a number of public health concerns related to waste, sanitation, and disease transmission. Unhoused people, like all other people, generate solid waste during their daily activities of food preparation and consumption, shelter building and maintenance and storing their possessions. Without any place or method of proper storage or disposal, the resulting piles of trash become food sources for rodents, breeding grounds for pathogens, fuel for fires, and unattractive nuisances to the public.

2. The opportunity for the spread of communicable diseases is increased in homeless encampments lacking basic sanitation services and waste collection, with some diseases such as hepatitis A and typhus more likely to occur in homeless populations.

3. Health and safety issues are presented by the violation of fire, building, electrical and other codes and standards for public health and safety, including the unauthorized and unpermitted use of electrical and utility connections, due to the potential and reality of unsafe and unhealthy conditions in encampments, posing life, safety, fire and health threats to both the occupants of the encampments, the general public and emergency responders.

4. Health and safety issues are exacerbated and compounded by larger encampments as there is an exponential increase in these health and safety issues the larger the encampment, including but not limited to both accumulation of trash and debris as well as the greater likelihood of the spread of disease.

5. The City regularly receives a large volume of emails, phone calls and in-person complaints regarding the encampments in the City, and the frequency and number of these complaints ~~has been~~continues to -increase greatly, recently and in the last year.

6. The homelessness problem in Porterville impacts crime rates. Homelessness-related crime rates are significant both in terms of crimes against the homeless and also crimes committed by the homeless. The Porterville Police Department estimates a call volume of ~~17%~~ of total calls for service are related to our unhoused population (with this percentage including complaints as well as arrests).

Commented [JL1]: Update with current data

7. Business owners and residents near encampments are confronted by trash, used needles, and human waste, and increased instances of open drug use, property damage, theft, and break-ins. They have seen their property values decline, their small businesses fail, and their public spaces become uninhabitable.

8. Businesses and residences near encampments experience physical impediments to access to public and private property which both impedes emergency responses, evacuation of occupants during an emergency, and general public access, as well as exacerbates the likelihood of conflict, intimidation and threats to the public safety for both the unhoused as well as all members of the public, and furthermore the collection of biohazard materials, human waste, trash and rubbish near businesses and residential areas contributes to a general decline in public health, safety and welfare.

9. Encampments near emergency shelters established for emergency evacuations during events such as winter rainstorms can cause barriers to access for evacuees.

10. Encampments near active construction sites, trash enclosures, areas with heavy vehicle use, and similar areas pose unique threats to both the unhoused as well as the operators of construction equipment and vehicles through unintentional yet predictable collisions and threats to health and safety.

11. Encampments on or near public utilities and critical infrastructure, such as stormwater, water and sewer infrastructure, fire stations, electrical wires and natural gas pipelines, pose unique safety, environmental and security issues and are generally closed to the public or have limited public access for safety, environmental and security reasons.

12. Unauthorized connections or taps to public utilities, as well as violation of fire, building, electrical and other codes and standards, create unsafe conditions and a potential life safety hazard for the occupant, the general public and emergency responders.

13. Encampments pose immense public health concerns as the rates of overdoses from drugs like fentanyl and heroin have increased substantially among the unhoused and encampments can provide an environment conducive to illegal drug consumption.

14. Abandoned encampment cleanups are performed by City Police officers and Parks and Leisure services department staff with police equipment, fire and City code enforcement officers and staff in an attempt to maintain and or control the spread of large encampments and this taxes public resources while unnecessarily exposing first responders and City staff to unhealthy and unsafe situations.

15. Fires in unsafe locations for cooking and warming occur at encampments increasing the risk of fires posing a threat to safety and health, and the City has had to respond directly to major fires caused by such activities over the years.

16. Accumulation of biohazard and medical waste occurs in and around encampments and these items end up in our creeks, storm drains, waterways, and beaches posing a direct threat to health and safety.

17. Severe blockage of storm drains and also the Tule Riverbed, due to excessive encampment debris and/or degradation of the river embankments leads to increased roadway and stream flooding and drain blockages during storms causing threats to health and safety.

18. During times of severe storms, unhoused camps are located in and must be evacuated from riverbeds; sloughs; embankments; low lying, unsafe areas; and storm drains due to increased risk of flooding, rapid water movement, and blockage of storm drains, posing safety threats to the residents of the encampments; and

WHEREAS, in light of these significant and continuing threats to public health and safety, the City previously seeks to adopt reasonable time, place and manner regulations on unauthorized camping, and now desires to adopt amendments in a manner consistent with the federal Ninth Circuit court's decisions in Martin and U.S. Supreme Court decision in Grants Pass, and that address additional issues and consideration; and

WHEREAS, the City finds that reasonable camping regulations for public property will best serve the public's health, safety, and general welfare.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein.

SECTION 2. CHAPTER 18, ARTICLE VII ~~REPEALED AND REPLACED IN ITS ENTIRETY~~AMENDED. - Article VII of Chapter 18 (~~Sections 18-76 through 18-83~~), entitled "~~Squatter Camps~~Unauthorized Camping Regulations," is hereby ~~repealed in its entirety and is replaced~~amended with the followingas follows:

CHAPTER 18. ARTICLE VII – UNAUTHORIZED CAMPING REGULATIONS

Section 18-76 FINDINGS AND PURPOSE

A. As the City continues to offer assistance and services to persons experiencing homelessness, the City must appropriately consider various interests and formulate policy to best protect public health, safety, welfare, property, and the environment, with its limited resources.

B. The City Council acknowledges that at the time of the adoption of this ordinance, although there has been available nightly shelter space within the City, there is a lack of nightly shelter beds and housing available regionally for persons experiencing homelessness and recognizes the systemic lack of state and federal investment in shelter and public health services for those experiencing homelessness.

Commented [JL2]: Update given current circumstances

C. The City Council acknowledges ~~that it is currently unavoidable~~ that some persons will live or shelter for survival outdoors until they are able or willing to access affordable or free shelter or housing. In Porterville, this has typically meant sheltering, sometimes for extended periods of time, on City rights-of-way and City property, on various private property without authorization, and at times on other public agency property owned by other public agencies.

D. Public rights-of-way and public property are generally intended for public use and travel. The City Council is the authority for rights-of-way within the City; as such, the City must consider the safety of motorists and pedestrians travelling on roadways and sidewalks, including to and from neighboring properties, businesses, and residences.

E. The City owns limited property where camping can or should be allowed for reasons including but not limited to public health and safety concerns and issues created by the impact of camping on public property.

F. The City has had increasing concerns regarding public health and safety due to instances of camping on or in rights-of way and public property in or near waterways, streets, roads, sidewalks, schools, residences, businesses, critical infrastructure, public access points and similar locations. Public utility properties (e.g., stormwater, water, sewer) are environmentally and operationally sensitive and generally closed to the public or have limited access for safety, environmental and security reasons.

G. Over the long term and working with other governmental agencies and non-profit organizations, the City's belief is that people should not have to live outside and there are safer options.

H. It is the purpose and intent of the City Council to provide standards for camping and sheltering for survival on City rights-of-way and public property, which are intended to be as compatible as possible with the needs of everyone in Porterville to be healthy, safe, and have access to public places.

I. Smaller camp sites support both the health and safety of people who are camping for survival on public property as well as the health and safety of the public.

J. It is the purpose and intent of the City Council to provide standards for camping and sheltering for survival on City rights-of-way and public property which will address issues such as fire risk, unsanitary conditions, health risks, public infrastructure security, public access impediments, trash, waste, damage to park features and plants, and public safety hazards to both people camping as well as neighboring businesses, residents and community members, as well as environmental degradation, which have occurred with longer-term camping in the City.

K. It is the intent of the City to evaluate each removal of ~~an Established~~-Campsite with considerations of public health and safety, including for the people who are sheltering in the camps, potential user conflicts, and available resources. The City intends to use a team approach and coordinate with other governmental agencies and non-profit organizations as appropriate. When the City requires a person experiencing homelessness to remove ~~an Established~~ Campsite, through these regulations, it intends to provide the person adequate time to remove the ~~Established~~-Campsite before the City removes the ~~Established~~-Campsite, to secure any personal property with reasonable utility or reasonable value for the person to retrieve at a later date, and to clean the former ~~Established~~-Campsite to address threats to public health and safety.

Section 18-77 DEFINITIONS

The following words and phrases, when used in this Chapter, shall have the meaning ascribed to them by this section unless it is apparent from the context that another meaning is intended.

A. "Camp" or "Camping" means residing in or using any public property for one or more days or nights for sheltering or living accommodation purposes, such as sleeping activities or making preparations to sleep (including the laying down of bedding for the purpose of sleeping), or using any tents, or storing personal belongings (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar material), or making any fire using Bunsen burners or other heating items, or regularly cooking meals. These activities constitute camping when it reasonably appears, in light of all the circumstances, that a person is using public property as a living accommodation or sheltering for one or more days or nights, ~~with the intent to camp.~~

B. "Camp Facilities" include, but are not limited to, tents, huts, or similar temporary shelters consisting of any material with a top or roof or any other upper covering or that is otherwise enclosed by sides that is of sufficient size for a person to fit underneath or inside while sitting or lying down and includes the use of a tarp or other material tied or affixed to a structure or bush to create an enclosed area.

C. "Camp Materials" includes but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, shopping carts, recyclable material and/or non-City designated cooking or heating facilities and similar equipment, or personal possessions that would facilitate one's use of a park, public property, or any portion of the public right-of-way as a temporary residence.

D. "Critical Infrastructure" means real property or a facility, whether privately or publicly owned, that the City Council by Ordinance or with recommendations from the City Manager by Resolution designates, from time to time, as being so vital and integral to the operation or functioning of the City or in need of protection that its damage, incapacity, disruption, or destruction would have a debilitating impact on the public health, safety, or welfare. Critical infrastructure may include, but is not limited to, government buildings, such as fire stations, police stations, jails, or courthouses; hospitals and health facilities; structures, such as antennas, bridges, roads, train tracks, drainage systems, or levees; or systems, such as computer networks, public utilities, electrical wires, natural gas pipes, telecommunication centers, or water sources.

E. "Enforcement Personnel" means the employee(s) of the City, including but not limited to sworn police officers, and code enforcement officers authorized by the City to seek compliance with, and enforce, the regulations, requirements, and rules of this.

~~F. "Established Campsite" means a location or locations in the public right-of-way or on City property where a Camp, Camps, and/or Camp Materials have been set up for twenty-four (24) hours or more.~~

G. "Fire Severity Zones" means mapped area as defined by the Office of State Fire Marshal that designates zones (based on factors such as fuel, slope, and fire weather) with varying degrees of fire hazard (i.e., moderate, high, and very high).

H. "Greywater" means untreated wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines and the like. It does not include any toilet discharge, unhealthy bodily wastes, or manufacturing wastes.

I. "Hazardous Water" means sewage, toilet discharge, unhealthy bodily wastes, manufacturing wastes and the like.

J. "Landscaped Area" means any manicured or natural ground covered areas including but not limited to flower beds, bushes, brush areas, or shrubs.

K. "Personal Property" means any tangible property and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, blankets, sleeping bags, personal items such as household items, luggage, backpacks, clothing, food, documents, and medication.

L. "Playground" means any park or recreational area specifically designed to be used by children that has play equipment installed, or any similar facility located on public or private school grounds, or on City, county, or State park grounds.

M. "Public Property" means any publicly owned property in the City, whether improved or unimproved, including, but not limited to, any of the following: public alleyways; public parking lots; public passageways; public streets; public rights-of-way; freeway on-ramps and off-ramps; publicly owned, maintained, or operated parks and/or playgrounds; publicly owned, maintained, or operated landscaped areas or greenbelts; publicly owned fences, trees, light poles, or equipment boxes; publicly owned, maintained, or operated open spaces including, but not limited to, public facilities or buildings of any kind; public sidewalks, curbs, and gutters; public educational institutions; or other government owned, maintained, or operated properties located within the City.

N. "Public Utilities" means every common carrier, toll bridge corporation, pipeline corporation, gas corporation, electrical corporation, telephone corporation, telegraph corporation, water corporation, sewer system corporation, and heat corporation, where the service is performed for, or the commodity is delivered to, the public or any portion thereof, as defined by Public Utilities Code section 216, and as amended.

O. "Rights-of-Way" means all City-owned or controlled rights-of-way, whether in fee title or as holder of a public easement for right-of-way or public access purposes. Public rights of-way include but are not limited to any public road, street, sidewalk, or private street or other property that is subject to a public access easement dedicated or granted to the City for vehicular use, pedestrian use, utilities or

other means, and any planter strip or landscaped area located adjacent to or contained within streets that is part of the public right-of-way.

P. "School" means any institution, facility, or organization, whether public or private, that offers instruction on those courses of study required by the California Education Code or that is maintained pursuant to standards set by the State Board of Education. School for purposes of this section does not include vocational or professional institutions of higher education, including a community or junior college, college, or university. The setback shall be calculated from the school property boundaries.

Q. "Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

R. "Transportation Facility Loading Area" means that area within 200 feet of where trains, buses or any form of public transportation loads or unloads passengers.

S. "Vehicle" means a "motor vehicle" as defined by California Vehicle Code, section 415 and includes a "recreational vehicle" as defined by California Health and Safety Code, section 18010(a).

Section 18-78 RESTRICTIONS AND TIME, PLACE AND MANNER REGULATIONS

It is unlawful and a public nuisance for any person to camp on Public Property when there is available space for the person(s) at a shelter location where the person(s) is eligible and is qualified to go. If there is no available shelter space, persons who do not have any other permanent residence or domicile and/or are involuntarily experiencing homelessness are ~~permitted to prohibited from~~ camping on certain public property ~~as specified pursuant to this Article, provided the camping is occurring in compliance with the following time, place and manner regulations and consistent with and as restricted pursuant to~~ any administrative rules and policies promulgated by the City Manager, or designee, adopted after the Effective Date of this Ordinance, in accordance with this Article. ~~Notwithstanding the specific time, place and manner restrictions set forth in this Section or Article, Additionally, camping, sheltering or lodging~~ (or other activities) in a public place in violation of any applicable State or Federal law is prohibited.

A. Time. Unless otherwise specified, any Camping or Camp, where allowed, may only occur for ~~2412~~ hours at a time in any one location. After ~~2412~~ hours in one location, the Camp and all associated Camp Materials must be moved at least one street block or 600 feet, whichever is greater, to another ~~allowed~~ location ~~(where the activity is not otherwise prohibited)~~.

Commented [JL3]: Consider shortening?

B. Place. Camping is not allowed at any time in any of the following places:

1. Within a residentially zoned property boundary or within any area zoned Residential, as determined by the City of Porterville Zoning Map and the Porterville Municipal Code.
2. Within any Mixed-Use Overlay Zone, as determined by the City of Porterville Zoning Map and the Porterville Municipal Code.
3. Any place where Camping, a Camp, or Camp Materials create a physical impediment preventing emergency or non-emergency ingress, egress or access to public or private property, including but not limited to, on public sidewalks, alleyway or other public rights-of-way, driveways providing access to vehicles, and entrances or exits from buildings and/or other real property; and, within 15 feet of any fire hydrant.

4. Any vehicle lane, bicycle lane, roundabout within any public right-of-way, or Transportation Facility Loading Area or under or on any bridges.

Commented [JL4]: Specifically call out?

5. Within 1000 feet from any shelter both established for emergency evacuations as well as approved under the Porterville Municipal Code and/or approved consistent with any applicable provision of State or federal law.

6. On any street or public rights-of-way, unless expressly authorized by the City.

7. Within, or within an additional distance boundary as set by Resolution, any School.

8. Within, or within an additional distance boundary as set by Resolution, any Playground.

9. At the following public property: Porterville City Hall, any City-operated Community Center, Porterville Veterans Hall, Porterville Public Library, and Zalud House.

10. On, or within an additional distance boundary as set by Resolution, riverbeds, river embankments, sloughs, waterways, levies, water wells, storm basins or any publicly owned water, sewer or storm drain infrastructure (e.g., sewer lift stations, storm water pump stations or structures).

11. Within, or within an additional distance boundary as set by Resolution, Critical Infrastructure.

12. Within, or within an additional distance boundary as set by Resolution, either a very high Fire Severity Zone or a high Fire Severity Zone.

13. In, or within an additional distance boundary as set by Resolution, Refuse Service Containers (all bin and curbside service containers, in addition to designated Refuse trash enclosures).

14. On or within a certain specified distance of any other Public Property as may be designated from time to time by Resolution of the City Council, with recommendations from the City Manager, Police Chief and Fire Chief, or their designees.

C. Manner. Camping, when ~~and where allowed~~ not otherwise prohibited, is subject to all of the following limitations and regulations:

1. Individuals, Camp Materials, Camps, or personal property may not obstruct, block, prevent access to, or impede: sidewalk accessibility or passage; clear vision of moving vehicles or bicycles; usage of fire hydrants; usage or function of Public Utilities, Critical Infrastructure, or other City infrastructure; or, otherwise obstruct, block, prevent access to, or impede the use of the Rights-of-Way for vehicular, pedestrian, bicycle, or other passage.

2. A Camp or Camping shall be limited to a spatial footprint of no greater than 12 feet by 12 feet, or 144 square feet, and shall have a smaller footprint if necessary to comply with the restrictions set forth in this Chapter. The intent of this section is to allow a

person to sleep protected from the elements and maintain the essentials for living, while still allowing others to use public spaces as designed and intended.

3. To prevent larger Camping sites from forming and the impacts to public health and safety that can result, a Camp shall not be within a one hundred fifty (150) foot radius of any other Camp, unless otherwise explicitly authorized by City regulation, and only under such conditions adopted by the City and permitted by this Code.

4. Individuals may not accumulate, discard, or leave behind garbage, debris, unsanitary or hazardous materials, or other items of no reasonable utility or reasonable value, as determined by the City, in public rights-of-way, on City property, or on any adjacent public or private property.

5. Open flames, recreational fires, burning of garbage, bonfires, or other fires, flames, or heating deemed unsafe by the Porterville Fire Department, or the Porterville Police Department, are prohibited. Types of flameless cooking stoves and other flameless devices for keeping warm, as consistent with this subsection, are permitted. Additionally, any and all fires, to the extent allowed by this Section, must comply with all State and local laws.

6. Dumping of Greywater or Hazardous Water into any facilities or places not intended for Greywater or Hazardous Water disposal is prohibited. This includes but is not limited to City streets, public rights-of-way, public waterways, and storm drains, which are not intended for disposal of Greywater or Hazardous Water.

7. Unauthorized connections or taps to Public Utilities, including but not limited to such connections or taps that cross over City property, roadways, rights-of-way, driveways, streets, sidewalks, fences, and private property are prohibited.

8. Violations of building codes, fire codes, and other relevant codes or standards for health and safety are prohibited.

9. Obstruction of, or attachment of Camp Materials or personal property to, fire hydrants, utility poles, Public Utilities infrastructure, public infrastructure, fences, trees, vegetation, vehicles, bridges/infrastructure, or buildings is prohibited.

10. Individuals may not build or erect structures, whether by using plywood, wood materials, pallets, or other materials. Items such as tents, and similar items used for shelter that are readily portable, are not structures for purposes of this section.

11. Storage of personal property such as vehicle tires, bicycles, or associated components (except as needed for an individual's personal use), gasoline, generators, lumber, household furniture, propane tanks, combustible material or gases, or other items or materials, is prohibited, other than what is related to camping, sleeping, or keeping warm and dry, and only to the extent that such items are used in a safe manner.

12. Digging, excavation, terracing of soil, alteration of ground, water or infrastructure, or damage to vegetation or trees is prohibited.

13. All animals in the custody, ownership, or companionship of an individual, must be leashed or crated at all times.

14. Camps shall consist of no more than two adult persons, their minor dependents, two animals (e.g., dogs) that are leashed or crated at all times, and one tent.

Section 18-79 ENFORCEMENT

A. Voluntary Compliance. ~~Before enforcement actions are taken in respect to this Chapter (with the exception of enforcement of subsection (B)(3) below), t~~The enforcement personnel shall make a good faith effort to contact the person violating this Chapter and provide a reasonable opportunity to cure or remedy the alleged violation. Enforcement Personnel shall make a good faith effort to determine whether the person subject to enforcement has been referred to service providers and/or local non-profit assistance organizations and make a referral if it appears none has been made. ~~The following shall be communicated to the person in a manner designed to help them understand the alleged violation:~~

~~1. A written or verbal description or identification of the activity constituting the alleged violation and identification of the recipient as being the person responsible for the violation;~~

~~2. A written or verbal statement that the enforcement personnel has determined the activity to be a violation;~~

~~3. A written or verbal statement of the action required to fix the violation and the time and/or date by which the violation must be fixed; and~~

~~4. A written or verbal statement advising that if the violation is not fixed within the time specified, enforcement actions may be imposed.~~

B. Notice of Violation

1. ~~7224~~ Hour Notice. Prior to implementing any of the enforcement mechanisms provided for in this Chapter to remove an ~~Established~~ Campsite and/or Camp Facilities because of violations of this Chapter, the Enforcement Personnel shall provide occupants of an ~~Established~~ Campsite or Camp Facilities, at least ~~7224~~ hours in advance of any action to remove the ~~Established~~ Campsite or Camp Facilities, notice both to remove the camp within ~~7224~~ hours consistent with the requirements of this Chapter as well as of the intent by the City to remove the ~~Established~~ Campsite or Camp Facilities in no less than ~~7224~~ hours (the "notice"). The notice shall be in writing and shall be posted on or near the ~~Established~~ Campsite or Camp Facilities, so as to reasonably communicate the notice to persons living at the ~~Established Campsite~~ or Camp Facilities but not present during the attempt to provide notice. In addition, the Enforcement Personnel shall make a good faith effort to personally provide the written notice to the occupant(s) of the ~~Established~~ Campsite or Camp Facilities present at the time the Enforcement Personnel posts the notice. Failure of the occupant(s) of the encampment to comply with the notice's requirements to remove the camp within ~~7224~~ hours consistent with the requirements of this Chapter shall constitute a violation of this Chapter. The notice shall contain the following information:

a. The location of the ~~Established~~ Campsite or Camp Facilities;

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Commented [JL5]: Suggested changes to expedite voluntary compliance and streamline the noticing requirements.

Commented [JL6]: Time change for notice proposed for potential consideration

- b. The date and time notice was posted;
- c. A statement that the ~~Established~~ Campsite or Camp Facilities violates this Chapter;
- d. An advisement that the City will remove the ~~Established~~ Campsite or Camp Facilities ~~7224~~ hours after the date and time of the notice;
- e. Information about any housing, shelter, or homeless services available for occupants of the ~~Established~~ Campsite or Camp Facilities, the phone number and address to contact in order to obtain such housing, shelter, or homeless services, if available, and information about obtaining free transportation, if available, to such housing, shelter, or homeless services;
- f. An advisement that any personal property remaining at the ~~Established~~ Campsite or Camp Facilities site when the Enforcement Personnel returns to remove the Camp Facilities will be impounded for no fewer than ~~9060~~ days, or as provided for by applicable law, and will be discarded thereafter if not claimed; and
- g. The address, phone number, and operating hours of the location where the personal property will be stored and may be retrieved, being a staging or storage area managed by the Porterville Fire Department – Code Enforcement Unit, or as otherwise designated by the City, and that the City will charge no fee for storage or retrieval.

Commented [JL7]: Proposed shortening of storage period for consideration (see below)

2. Less Than ~~7224~~ Hour Notice. The notice detailed above may establish a shorter time for the removal of the encampment if the Enforcement Personnel have determined the conditions at the ~~Established~~ Campsite or Camp Facilities requires removal of the ~~Established~~ Campsite or Camp Facilities in less than ~~7224~~ hours to avoid a potential emergency or threat to public health or safety, such as possible site contamination by hazardous materials or when there is reasonable potential danger to human life or safety. Failure of the occupant(s) of the encampment to comply with the notice's requirements to remove the camp consistent with the requirements of this Chapter shall constitute a violation of this Chapter.

3. Illegal Activity or Exceptional Emergency. Enforcement personnel may remove an ~~Established~~ Campsite or Camp Facilities without providing the notice described above in the following circumstances:

- a. When there is probable cause for law enforcement officials to believe that illegal activity, other than camping, is occurring at an ~~Established~~ Campsite or Camp Facilities, or in the immediate vicinity of an Established Campsite or Camp Facilities; or
- b. When there is probable cause for law enforcement officials to believe that the property that comprises an ~~Established~~ Campsite or Camp Facilities is being used or is intended to be used to commit or facilitate the commission of otherwise illegal activity; or
- c. In the event of an exceptional emergency, such as significant evidence of site contamination by hazardous materials or when there is immediate danger to human life or safety.

C. Removal of an ~~Established~~ Campsite or Camp Facilities. If the occupant(s) fail to comply with the request for voluntary compliance set forth in subsection A above, and after the enforcement personnel comply with the requirements set forth in subsection B above, any Camp, Camp Materials, or personal property in violation of any of the standards in this Chapter may be removed or cleaned-up by the City or its designated contractors, and the enforcement personnel may take appropriate actions to remove an ~~Established~~ Campsite or Camp Facilities and enforce this Chapter, consistent with the following:

1. When removing Camp Facilities, or individuals, Camp Materials, or personal property from an ~~Established~~ Campsite, enforcement personnel will make reasonable efforts to remove individuals without the use of force or citation.

2. When removing personal property, the City shall make reasonable efforts to determine if the property belongs to an individual and has any reasonable utility or reasonable value. "Personal belongings" include 1) items of apparent value of \$50 or more; and/or 2) items of apparent personal value, including but not limited to: eyeglasses, operational wheelchairs, walkers, crutches, other medical equipment, habitable tents, personal papers (such as photographs, albums, ID's, bank statements, and legal papers), backpacks, container, and operational bicycles, scooter, and strollers. The City shall make reasonable efforts to identify which ~~Established~~ Campsite the property was removed from, to aid in connecting people with their property. Items that are perishable, that have no reasonable use or value, that are not identifiable as belonging to an individual, or that are in an unsanitary condition due to saturation or contamination from bodily fluids, whether human or animal, or other contamination, will be considered garbage, discarded, and need not be stored.

3. Weapons, drug paraphernalia, or other contraband, and items that appear to be either stolen or evidence of a crime, shall be provided to law enforcement officials.

4. Following removal of personal property from City property or rights-of-way, the City shall post a notice at or as near as possible to the location the property was collected and on the City's website, stating where the personal property is being stored, and listing the phone number and hours a person claiming ownership can collect or make arrangements to collect their personal property.

5. After an ~~Established~~ Campsite or Camp Facilities has been removed, then at the recommendation of the Police Chief or Fire Chief on the basis of public health and safety, the City Manager may order that no camp be set up in that same location or a 100-foot ~~radius for up to 30 days~~. The City shall post signs informing the public that camping is prohibited at the location ~~for the specified period of time~~.

D. Removal and Storage of Personal Property or Camp Materials During Removal of an ~~Established~~ Campsite or Camp Facilities. Personal property or Camp Materials may be removed from City rights-of-way, City property, or a Camp, during removal of an ~~Established~~ Campsite or Camp Facilities pursuant to Section C above, if in violation of the provisions of this Chapter, as provided for herein.

1. Personal property removed from City rights-of-way or City property and unclaimed at the time of removal will be stored by the City for a minimum of ~~ninetysixty~~ (9060) days, or the duration (if

Commented [JL8]: Potential clarification for better guidance on what should and should not be stored (pulled from State's model ordinance)

shorter in time) allowed by applicable State or federal law, counting from the day of the removal as day one.

2. Items that are perishable, that have no reasonable use or value, that are not identifiable as belonging to an individual, or that are in an unsanitary condition due to saturation or contamination from bodily fluids, whether human or animal, or other contamination, will be considered garbage, discarded, and will not be stored. Property discarded, dumped, or otherwise abandoned in the City rights-of-way or on public property may be immediately discarded.

3. The City will store personal property at a storage facility at or near a designated City facility, where people can reasonably retrieve belongings. Notwithstanding any otherwise applicable City policy or procedure, all items collected and stored pursuant to this Chapter that reasonably appear to have a monetary value at the time of collection of less than one thousand dollars (\$1,000) shall be stored at a storage facility, and items that reasonably appear to have a monetary value at the time of collection of one thousand dollars (\$1000) or more shall be separately stored for safekeeping with the Porterville Police Department ("MBPD").

4. The City will make reasonable efforts to provide a range of times the storage facility will be available for people to collect their personal property. The City may dispose of any personal property that remains unclaimed after ~~ninety~~^{sixty} (90~~60~~) days, or the duration (if shorter in time) allowed by applicable State or federal law, counting from the day of the removal as day one.

Section 18-80 VIOLATIONS

A citation for a violation of this Article shall be for an infraction. At the City's discretion, it may issue Administrative Citations under Chapter 2, Article 14 of this Code. Citations will be issued only when other means of achieving compliance have been unsuccessful or are not practicable for the particular situation. Additionally, the City reserves the right to enforce this Article in accordance with Chapter 1, Sections 1-9 and 1-10 of this Code, to the extent consistent with this Article and Section.

Section 18-81 SUSPENSION OF ENFORCEMENT

The City Council, Manager, or designee, as otherwise specified is specifically authorized to modify or suspend enforcement of any section or part of this Article in the event of a declared emergency, pursuant to applicable State or Federal Law, City regulations, administrative rules or policies, weather conditions (including but not limited to extreme heat or cold), or for any other reason within the City Council or City Manager's authority, regardless of whether an emergency has been declared. In addition, the City Manager may suspend the enforcement of regulations contained in this Chapter when the City Manager, or designee, has determined a person does not have access to shelter and is engaged in case management or behavioral health services, or when necessary or appropriate to respond to a person's disability, or as further set forth in any administrative policies implementing this Article adopted by the City Manager, or designee pursuant to Section 18-82.

Section 18-82 ADOPTION OF ADMINISTRATIVE RULES

The City Manager, or designee may adopt administrative rules or policies governing or guiding enforcement of this Chapter, consistent with the intent of this Chapter, including but not limited to ensuring consistent and appropriate enforcement for various circumstances. These administrative rules or policies should ensure that enforcement is tailored to various circumstances, including but not limited to situations where a person has a disability under the Americans with Disabilities Act, where minor children are present or otherwise involved, where a person has employment obligations that may relate to their ability to comply with this Chapter, or for other reasons that may support discretion in enforcement.

Section 18-83 METHODS OF ENFORCEMENT NOT EXCLUSIVE

Methods of enforcement for violations of this Chapter are not exclusive and may consist of multiple enforcement mechanisms where legally authorized and appropriate. However, the intent of the City is to always resolve violations at the lowest possible level, and to engage to seek compliance and solve problems while maintaining the dignity of all involved.

Section 18-84 OVERNIGHT CAMPING ON PRIVATE PROPERTY

It is unlawful to camp on private property without the property owner's consent, or to camp on private property in such a manner in violation of applicable law or this Code or as to cause blight or a public nuisance, or to disturb the peace and quiet enjoyment of the adjacent property owners and neighbors. For the purposes of this section, an unlawful encampment includes but is not limited to an area of private property, upon which any person has settled or located, or which they occupy, without having a bona fide claim or color of title thereto, or without the express consent of the owner or person legally in charge thereof or the agent of the same, and/or which is occupied or inhabited by such person in violation of section 103 of the California Building Code or Chapter 7 of this Code (Uniform Building Codes as adopted by the City). Camping inside a motor vehicle shall only be permitted if done in a manner otherwise consistent with this Section and if otherwise (and to the extent) permitted under this Code or applicable law.

Notwithstanding the other restrictions in this Section, camping shall not be permitted on private property where it is conducted in such a manner as to create inadequate sanitation, any trafficking in illegal drugs, or with such frequency, intensity or duration as to constitute a use of land prohibited under Chapter 21 of this Code (zoning regulations), nor where any fee, charge or other monetary consideration is collected for the privilege of Camping or for any services or the use of any facilities related thereto (unless such use/activity has been expressly permitted by the City).

Notwithstanding this Section or other applicable regulations in this Code, camping, lodging (or other activities) on private property in violation of any applicable State or Federal law is prohibited.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

Draft version for Update Consideration June 2025

SECTION 4. POTENTIAL CONFLICTS. All ordinances, parts of ordinances, City resolutions or policies, and the like, in conflict with those sections amended or added herein to the Porterville Municipal Code, are hereby expressly superseded by this ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption.

SECTION 6. CERTIFICATION. The City Clerk shall certify as to the passage and adoption of this ordinance, and the City Clerk shall cause the same to be posted and codified in the manner required by law.

PASSED, APPROVED AND ADOPTED this day of , 2025.

Greg Meister, Mayor

ATTEST:

Richard Tree, Interim City Clerk

By:

Fernando Gabriel-Moraga,

Acting Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 3, 2025

SUBJECT: Consideration of Updates to Unauthorized Camping Regulations and Policies, Including the Development and Implementation of a Reunification Program for Individuals Experiencing Homelessness

SOURCE: City Manager's Office

COMMENT: The City's "Ordinance Regulating Unsafe and Unauthorized Camping and Storage of Personal Property, the Protection of Critical Infrastructure, and Mitigation of Harm to the Public Health, Safety, and Welfare" was implemented approximately one year ago. Since its implementation, a key U.S. Supreme Court decision was issued, and the strategies and challenges to addressing the homelessness crisis continue to evolve.

The purpose of this item is to present for City Council consideration a draft ordinance updating the City's unauthorized camping regulations and to initiate discussion on the development of a reunification program aimed at assisting individuals experiencing homelessness. The updated ordinance reflects legal and policy changes consistent with the U.S. Supreme Court's decision in *Johnson v. Grants Pass*, recent state guidance, and feedback received from the City Council during prior discussions.

The draft ordinance amends Article VII of Chapter 18 of the Porterville Municipal Code to provide a clearer and more streamlined framework for regulating unsafe and unauthorized camping and the storage of personal property within the City. It seeks to balance the City's obligation to protect public health, safety, and welfare with the legal rights and dignity of individuals experiencing homelessness. The ordinance clarifies restricted areas where camping is prohibited, including those near critical infrastructure, emergency shelters, schools, playgrounds, and other sensitive locations. It also outlines procedures for enforcement and the handling of personal property in a manner that aims to be both lawful and humane. These updates are necessary to address ongoing public safety, sanitation, and access issues while reinforcing the City's continued efforts to provide shelter and services to those in need. The updates also include 1) a proposed minimum 24-hour notice instead of a minimum 72-hour notice, prior to implementing any of the enforcement mechanisms, while maintaining the City's ability to provide even shorter notice in specific (or exigent) circumstances, and 2) a suggested

shorter minimum period for storing certain personal property, adjusting the period from 90 to 60 days.

Also attached is the current Critical Infrastructure Resolution, describing the restricted public property (along with the associated limitations and buffer zones), for review by the City Council for consideration of any potential amendments. Additionally, for the City Council's information and reference, the Model Ordinance published by the Governor in May is attached for your information and reference purposes. This model takes a different approach by purporting to ban camping on all public property but providing for longer periods before allowing notice and/or removal of the campsites.

In addition to the ordinance revisions, this item introduces the concept of a reunification program. The proposed program would provide support for individuals experiencing homelessness who express a desire to reconnect with family or support networks in the geographical area where that support is located. By partnering with nonprofit organizations, the City could facilitate voluntary travel or relocation assistance, ensuring that participants are connected to the appropriate services. The concept is modeled on similar programs adopted by other jurisdictions and offers a potentially compassionate and cost-effective assistance strategy. Several Council Members, including the Mayor and Vice Mayor, have expressed interest in this approach.

There are several examples of reunification assistance programs in the State. For example, in the City of San Diego, the city's "Family Unification Program" is operated by the Downtown Property & Business Improvement District (PBID), also known as Downtown San Diego Partnership. The organization operates a variety of programs addressing urban cleanliness, safety, and beautification, as well as care for unhoused individuals. The City of Oceanside provides a Reunification Program to help people reconnect with friends and family, with staff communicating with all parties to find available stable accommodations and assist with travel expenses if needed. In the City of Long Beach, a community-based donation pool was created in 1990 to meet gaps in homeless services delivery, including relocation assistance. The funds are distributed to a number of service providers for uses that include relocation support and transportation assistance, such as subsidized bus vouchers. The City of Santa Monica launched Project Homecoming in 2006, a family reunification initiative that provides individuals experiencing homelessness with financial assistance in reconnecting with family and friends outside the region who agree to provide housing support. It is reported that between 2006 and 2015, the program assisted over 1600 individuals in reconnecting with support networks, at an average cost of \$214 per person. The City of San Jose launched a pilot program called "Homeward Bound" in 2025, in which the City will fund transportation costs for consenting unhoused residents and their loved ones willing to take them in. Attached is some information related to

the programs in San Diego and San Jose.

This item serves as an opportunity for the Council to review the draft ordinance and current resolution, consider and provide input on their provisions, and provide direction on whether to pursue the reunification program. Depending on the feedback received, staff anticipates bringing back the ordinance for first reading at an upcoming meeting, along with a draft resolution to establish program parameters, if so directed.

RECOMMENDATION:

That the City Council:

1. Review and provide direction on the draft ordinance amending Article VII of Chapter 18 of the Porterville Municipal Code regarding unauthorized camping;
2. Consider the policy concept of a reunification program to assist individuals experiencing homelessness reconnect with support networks; and
3. Direct staff to prepare a draft resolution and program implementation plan for future Council consideration, if supported.

ATTACHMENTS:

1. Draft Ordinance
2. (State) Model Encampment Ordinance
3. Reunification Programs
4. Resolution No. 30-2024 & Critical Infrastructure Buffer Maps

Appropriated/Funded:

Review By:

Department Director:
Julia Lew, City Attorney

Final Approver: Richard Tree, Interim City Manager



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Second Reading - Ordinance No. 1912, Designating Fire Hazard Severity Zones

SOURCE: City Attorney

COMMENT: Ordinance No. 1912, an Ordinance of the City Council of the City of Porterville, designating fire hazard severity zones, was given first reading on June 17, 2025, and has been printed.

RECOMMENDATION: That the City Council give Second Reading to Ordinance No. 1912, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance No. 1912

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Richard Tree, Interim City Manager

ORDINANCE NO. 1912

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE TO DESIGNATE FIRE HAZARD SEVERITY ZONES

WHEREAS, Government Code Sections 51178 and 51179, as amended by Senate Bill 63 (Stern, 2021) and Assembly Bill 211 (2022), require the State Fire Marshal to identify areas within Local Responsibility Areas as Moderate, High, and Very High Fire Hazard Severity Zones based on consistent statewide criteria and the expected severity of fire hazards; and

WHEREAS, said Government Code Sections further require local agencies to designate Moderate, High, and Very High Fire Hazard Severity Zones in their jurisdiction by ordinance within 120 days of receiving recommendations from the State Fire Marshal; and

WHEREAS, the State Fire Marshal has transmitted recommendations and a map identifying Fire Hazard Severity Zones within the City of Porterville; and

WHEREAS, the City Council of the City of Porterville desires to designate Fire Hazard Severity Zones within its jurisdiction by adopting the map recommended by the State Fire Marshal, to ensure effective fire protection and public safety for the protection of life and property within the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE HEREBY ORDAINS as follows:

SECTION 1. Designation of Fire Hazard Severity Zones.

The City of Porterville hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.

The map, approved by the City of Porterville, is hereby incorporated by reference, and entitled "City of Porterville Fire Hazard Severity Zones." Dated (May 20, 2025).

The official map is also located electronically on the following website:
https://www.ci.porterville.ca.us/departments/fire/new_page/lra_fire_severity_zones.php

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PASSED, APPROVED AND ADOPTED this 15th day of July, 2025.

ATTEST:
Ricard Tree, Interim City Clerk

Greg Meister, Mayor

By: _____
Fernando Gabriel-Moraga
Chief Deputy City Clerk



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Bid Results - Phase 2 of Well No. 34 Project (Pumping Plant)

SOURCE: Engineering and Project Management

COMMENT: On June 18, 2025, staff received one (1) bid for the Phase 2 of Well Number 34 Project (Pumping Plant). The well is located north of the Porter Slough to the west of the Windsor Court Subdivision. This well was drilled as a required part of the consolidation of the Central Mutual Company to meet water quality requirements and system demands. This is the second phase of the well project and consists of the installation of a 250 HP pump, electrical system, above-ground discharge piping, updated SCADA system, and other items of work necessary to provide a complete pumping plant.

The Engineer's estimate of probable cost for this project was \$2,892,450. The low bid presented by HPS Mechanical Inc. of Bakersfield is \$3,863,000, which is 33.55% higher than the Engineer's estimate. A separate contract for the purchase and installation of the 70-foot-tall monopole required for the updated SCADA system communication in the amount of \$147,435.13 has been negotiated with the supplier. An additional \$386,300 (10%) is necessary for construction contingencies and an additional \$386,300 is required for construction management, quality control and inspection services for a total cost of \$4,783,035.13.

While it has been the City Council's policy to reject bids when the bid exceeds ten percent (10%) of the Engineer's estimate, it is important to note that re-advertising for the project is not likely to end with the City receiving new bids that are more favorable. Staff worked with the design consultant on the project to research the bid results to determine any factors that may have led to the higher than anticipated values. They determined that it was likely a combination of the current construction market, the specialty nature of the equipment, and the requirements of the funding source that all metals sourced for the project meet the "Buy-American" guidelines that led to the bid results.

Funding for the project is provided by reimbursement of the State Water Resources Control Board via a funding agreement that was approved by Council on June 1, 2021, in the amount of \$3,131,369. Staff met with the State

Water Resource Control Board to review the bid received and discuss the possibility of additional funding for the project and will bring an updated funding agreement to City Council for approval at a future meeting. Funding in the amount of \$1,651,666.13 is available in Water Replacement Funds (WRF) to fully fund the project while the details of the updated funding agreement are being finalized (WRF will be refunded any expended amount for the project once reimbursed by the State.

RECOMMENDATION:

That the City Council:

1. Reject all bids, and direct the Engineering and Project Management Director to re-advertise the project;

OR

2. Award the Phase 2 of Well No. 34 Project (Pumping Station) to HSP Mechanical, Inc in the amount of \$3,863,000 with notice of award being issued upon receipt of notice to proceed from the State Water Resources Control Board ;

3. Authorize an additional \$147,435.13 for the purchase and installation of the 70-foot-tall monopole required for the updated SCADA system communication;

4. Authorize progress payments up to ninety-five percent (95%) of the contract amount;

5. Authorize a ten percent (10%) contingency to cover unforeseen costs;

6. Authorize an additional ten percent (10%) for construction management, construction surveying, quality control and inspection services; and

7. Authorize an appropriation of \$1,651,666.13 in Water Replacement Funds to fully fund the project (will be reimbursed when the updated funding agreement is finalized).

ATTACHMENTS:

1. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Richard Tree, Interim City Manager

CITY WELL NO. 34

EQUIPPING OF A MUNICIPAL WATER WELL

PROJECT NO. _____



VICINITY MAP
NOT TO SCALE

SECTION 33, T21S, R27E, M.D.B.&M



CITY OF PORTERVILLE
TULARE COUNTY, CA

JANUARY 5, 2024



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Consideration of Attendance at the 2025 League of California Cities Annual Conference and Expo

SOURCE: City Manager's Office

COMMENT: The League of California Cities Annual Conference and Expo provides educational sessions, legislative updates, and networking opportunities for city officials across California. The 2025 conference is scheduled to take place in Long Beach from October 8 to October 10. Early registration is \$725 per attendee, with a \$50 savings if registered by July 24. Additional estimated costs include \$900 for lodging and \$600 for travel and per diem, bringing the total estimated cost to approximately \$2,225 per attendee.

Last year, only the Mayor and all Department Directors attended the conference. Staff is seeking direction from the City Council on whether they wish to attend the 2025 conference and, if so, which staff members should be authorized to attend as well.

RECOMMENDATION: That the City Council:

1. Consider attendance at the 2025 League of California Cities Annual Conference and Expo, to be held October 8–10, 2025, at the Long Beach Convention Center; and
2. Identify which Council Members and staff, if any, should be authorized to attend.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Consideration of an Ordinance Amending Article 611 of Chapter 21 ("Development Code") of the Porterville Municipal Code and Adoption of Resolution Related to Environmental Review Procedures and Preparation of Documents by Consultants

SOURCE: Community Development

COMMENT: At the June 17, 2025, City Council Meeting, the City Council considered the City's current policy, codified under Section 611.04 of Series 600, Chapter 21 of the Porterville Municipal Code related to the preparation of environmental review documents by consultants. While the City, as lead agency is ultimately responsible for ensuring the content and adequacy of CEQA documents it certifies, the California CEQA guidelines offers alternatives with regard to who prepares the draft reports. The guidelines in Section 15084 specifically allow options such as the city preparing the documents itself, preparation via a contract between the city and a qualified third party contractor, preparation via a contract with the project applicant and independent contractor, or accepting a draft prepared by the applicant or by a consultant retained by the applicant.

Under Section 611.04 of the Municipal Code, the City currently requires that the city prepare environmental documents or technical studies itself, or in alternative requires that the city contract with a qualified consultant. During its consideration, the City Council determined that it wished to consider changes to Section 611.04 that would allow private applicants to contract directly with qualified consultants. Specifically, the City Council wished to consider changes that would allow the applicants to select qualified consultants from the City's list of consultants or alternatively select a consultant who was not on the city's on-call list but was otherwise qualified. Additionally, the City Council expressed its desire to streamline and simplify the ordinance, by removing language from Section 611.04 and approving the additional flexibilities via policy adopted by Resolution.

Consequently, attached for the City Council's review and consideration is a draft Ordinance that repeals Porterville Municipal Code Section 611.04 ("Preparation of Environmental Documents by Consultants"), and amends Porterville Municipal Code Section 611.02. The amendments to Section 611.02 add subsection (l), which sets forth the city's environmental cost recovery

provision, the City's ability to contract with and maintain a list of qualified consultants for use on public and private projects (all previously set forth in 611.04), and a statement that further policies concerning preparation of environmental review documents and procedures for selection of consultants shall be set by policy adopted by City Council Resolution. Should the City Council wish to move forward with these Amendments, it can authorize the scheduling of a public hearing to consider a first reading of the Ordinance at the regular meeting on August 5, 2025 (or a future meeting thereafter).

Also attached is a draft Resolution and Policy concerning the Environmental Review Process and the selection of consultants 1) when contracted directly by the City, and 2) when contracted directly by the project applicant. To meet the equivalent "qualified" consultant criteria when contracted by the applicant, the draft policy references the criteria set forth in the city's current Request for Qualifications for On-Call Environmental Services. The policy also requires that regardless of how the consultant is contracted, that the City and project applicants must follow all applicable laws including CEQA, the Political Reform Act and Government Code 1090, and the California Public Records Act. The Council can consider and approve either as is or with additional changes as directed.

RECOMMENDATION: That the City Council:

1. Consider approval of draft Ordinance Amending Article 611 and authorize the scheduling of a public hearing and First Reading on August 5, 2025; and
2. Consider approval of a draft Resolution of the City Council of the City of Porterville Approving City Environmental Review Policy

ATTACHMENTS:

1. Proposed Changes to Article 611 of Chapter 21
2. Draft Ordinance Amending Article 611 of Ch. 21
3. Draft Resolution Approving Environmental Review Policy
4. Draft Environmental Review Policy (Exhibit A to Draft Resolution)

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Richard Tree, Interim City Manager

ARTICLE 611. ENVIRONMENTAL REVIEW

611.02: PROCEDURES:

A. Filing Of Forms: Concurrent with the submittal of project applications, the applicant shall prepare and file an environmental information form and project plans with the community development department.

B. Preliminary Review: Within thirty (30) days after receiving an application, the zoning administrator shall conduct a preliminary environmental review. As part of this review, the zoning administrator will identify issues to help decide if the applicant proposes a project that is subject to environmental review and may require the applicant to submit additional information needed to support this determination.

C. Preparation And Processing Environmental Documents: A determination of the appropriate level of environmental review by the zoning administrator shall trigger the preparation of an environmental document in compliance with the most current regulations and guidelines of the environmental quality act, whether it be exempt from CEQA, require negative declaration, mitigated negative declaration or an environmental impact report (EIR). Further, in concert with the requirements of an applicable federal agency(ies), the zoning administrator will cause to have prepared the appropriate NEPA environmental documentation.

D. Review For Exemption:

1. Determinations of exemption shall be made within thirty (30) days of the date the application is deemed complete.

2. If the zoning administrator has determined that a project is exempt from environmental review under CEQA, such determination shall be announced in any required public notice for discretionary permits. The notice shall include a citation to the CEQA guidelines or CEQA section under which it is found to be exempt.

3. Following approval of a project that is exempt from CEQA review, a notice of exemption shall be filed with the county clerk as provided for in CEQA and the applicable state and city guidelines.

4. A determination of exemption by any decision making authority other than the city council may be appealed to the city council in the same manner provided in article 612, "Appeals", of this series.

E. Initial Study: If the proposed project is subject to CEQA and is not exempt from environmental review, an initial study shall be prepared in compliance with CEQA and local CEQA guidelines.

F. Determination Of Environmental Significance: Based on the initial study, the zoning administrator will make one of the following findings:

1. The project will have "no significant impacts" on the environment, and a negative declaration will be prepared;

2. The project has been modified or mitigation measures have been incorporated to mitigate potential environmental impacts to a level of insignificance and a mitigated negative declaration will be prepared; or

3. The proposed project will have, or may have, significant impact(s) that may not be mitigated, and an EIR will be required.

G. Environmental Determination: If the zoning administrator has determined that the proposed project will not have a significant effect on the environment, a negative declaration shall be prepared for public review in conformance with the requirements of CEQA and applicable state and city environmental review guidelines.

H. Public Notice Of Environmental Determination: The zoning administrator shall provide public notice of the proposed environmental determination in a newspaper of general circulation, at city hall, and with the county clerk. (Ord. 1801, 12-3-2013)

I. The project applicant shall be responsible for the full cost of the environmental review process. If the city planning division is unable to prepare an environmental document or technical study for a public or private project, a qualified consultant shall be contracted for preparation of the appropriate environmental documents including technical studies. The city has undertaken the negotiation of and maintains an on call environmental consultant for use on city projects with defined funding sources, and for use by private development proponents in the event they desire to streamline the process. For preparation of environmental review documents, including preparation by consultants, further selection procedures including qualifications and other criteria shall be set forth in policy(ies) adopted by Resolution. [Added.]

~~611.04: PREPARATION OF ENVIRONMENTAL DOCUMENTS BY CONSULTANTS: [Repealed.]~~

~~If the city planning division is unable to prepare an environmental document or technical study for a public or private project, the city shall contract with a qualified consultant for preparation of the appropriate environmental documents including technical studies. The city has undertaken the negotiation of and maintains an on call environmental consultant for use on city projects with defined funding sources, and for use by private development proponents in the event they desire to streamline the process. In such cases, the city and consultant shall prepare an agreement for preparation of and to specify the details of the necessary environmental studies and documents.~~

~~The applicant is responsible for the full cost of the services. The full negotiated cost of service plus ten percent (10%) for contingencies shall be placed on deposit with the city prior to authorizing work to begin on the environmental documents. The zoning administrator shall be the authority to require payment to the city of a ten percent (10%) administrative fee in cases where the cost of administering the contract is likely to exceed the adopted fee for environmental reviews. The zoning administrator shall have the~~

~~authority to facilitate the consultant selection process, to select the consultant, and to negotiate fees for services. The process for selecting an environmental consultant shall be as follows:~~

~~—A. Staff will prepare a request for proposals (RFP) soliciting project specific proposals from qualified consultants as represented in a consultant services file and as posted by the purchasing agent;~~

~~—B. Staff will evaluate the proposals relative to responsiveness and pursuant to the consultant selection criteria currently used in the city;~~

~~—C. Staff may elect to interview the consultant to determine additional qualifications and ability to represent the city's interest in a public forum;~~

~~—D. Staff will prepare a consultant services agreement and the zoning administrator will sign following submittal of the necessary funds and contingencies by the project proponent; and~~

~~—E. Staff will send the deposit to the finance department and request the establishment of a pass through account and will set up a purchase order for monthly invoice payments. (Ord. 1801, 12-3-2013)~~

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING ARTICLE 611 OF CHAPTER 21 ("DEVELOPMENT CODE"), SERIES 600 CONCERNING ENVIRONMENTAL REVIEW PROCEDURES AND PREPARATION OF ENVIRONMENTAL DOCUMENTS BY CONSULTANTS

WHEREAS, the City of Porterville ("City") desires to provide additional flexibilities and options to development applicants in its procedures implementing the California Environmental Quality Act, in order to streamline and provide efficiencies in the environmental review process;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein.

SECTION 2. SECTION 611.02 OF CHAPTER 21, SERIES 600, ARTICLE 611 AMENDED. Section 611.02 (entitled "Procedures") of Article 611, Series 600, Chapter 21, is hereby amended as follows:

611.02 PROCEDURES:

A. Filing Of Forms: Concurrent with the submittal of project applications, the applicant shall prepare and file an environmental information form and project plans with the community development department.

B. Preliminary Review: Within thirty (30) days after receiving an application, the zoning administrator shall conduct a preliminary environmental review. As part of this review, the zoning administrator will identify issues to help decide if the applicant proposes a project that is subject to environmental review and may require the applicant to submit additional information needed to support this determination.

C. Preparation And Processing Environmental Documents: A determination of the appropriate level of environmental review by the zoning administrator shall trigger the preparation of an environmental document in compliance with the most current regulations and guidelines of the environmental quality act, whether it be exempt from CEQA, require negative declaration, mitigated negative declaration or an environmental impact report (EIR). Further, in concert with the requirements of an applicable federal agency(ies), the zoning administrator will cause to have prepared the appropriate NEPA environmental documentation.

D. Review For Exemption:

1. Determinations of exemption shall be made within thirty (30) days of the date the application is deemed complete.

2. If the zoning administrator has determined that a project is exempt from environmental review under CEQA, such determination shall be announced in any required public notice for discretionary permits. The notice shall include a citation to the CEQA guidelines or CEQA section under which it is found to be exempt.

3. Following approval of a project that is exempt from CEQA review, a notice of exemption shall be filed with the county clerk as provided for in CEQA and the applicable state and city guidelines.

4. A determination of exemption by any decision making authority other than the city council may be appealed to the city council in the same manner provided in article 612, "Appeals", of this series.

E. Initial Study: If the proposed project is subject to CEQA and is not exempt from environmental review, an initial study shall be prepared in compliance with CEQA and local CEQA guidelines.

F. Determination Of Environmental Significance: Based on the initial study, the zoning administrator will make one of the following findings:

1. The project will have "no significant impacts" on the environment, and a negative declaration will be prepared;

2. The project has been modified or mitigation measures have been incorporated to mitigate potential environmental impacts to a level of insignificance and a mitigated negative declaration will be prepared; or

3. The proposed project will have, or may have, significant impact(s) that may not be mitigated, and an EIR will be required.

G. Environmental Determination: If the zoning administrator has determined that the proposed project will not have a significant effect on the environment, a negative declaration shall be prepared for public review in conformance with the requirements of CEQA and applicable state and city environmental review guidelines.

H. Public Notice Of Environmental Determination: The zoning administrator shall provide public notice of the proposed environmental determination in a newspaper of general circulation, at city hall, and with the county clerk.

I. The project applicant shall be responsible for the full cost of the environmental review process. If the city planning division is unable to prepare an environmental document or technical study for a public or private project, a qualified consultant shall be contracted for preparation of the appropriate environmental documents including technical studies. The city has undertaken the negotiation of and maintains an on call environmental consultant for use on city projects with defined funding sources, and for use by private development proponents in the event they desire to streamline the process. For preparation of environmental review documents, including preparation by consultants, further selection procedures including qualifications and other criteria shall be set forth in policy(ies) adopted by Resolution.

SECTION 3. SECTION 611.04 OF CHAPTER 21, SERIES 600, ARTICLE 600 REPEALED. Section 611.04 (entitled "Preparation of Environmental Documents by Consultants") of Article 611, Series 600, Chapter 21, is hereby REPEALED in its entirety.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of

competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 5. POTENTIAL CONFLICTS. All ordinances, parts of ordinances, City resolutions or policies, and the like, in conflict with those sections amended or added herein to the Porterville Municipal Code, are hereby expressly superseded by this ordinance.

SECTION 6. 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 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.

SECTION 8. 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].

SECTION 9. CERTIFICATION. The City Clerk shall certify as to the passage and adoption of this ordinance, and the City Clerk shall cause the same to be posted and codified in the manner required by law.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

Greg Meister, Mayor

ATTEST:
Richard Tree, Interim City Clerk

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

RESOLUTION NO. _____-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE APPROVING CITY
ENVIRONMENTAL REVIEW POLICY**

WHEREAS, the City of Porterville Municipal Code, Chapter 21 (“Development Code”), Series 600, Article 611 addresses the City Environmental Review requirements, in conformity with the California Environmental Quality Act (“CEQA”);

WHEREAS, the City Council of the City of Porterville is simplifying Article 611 by removing certain provisions in the procedures that can be addressed by adoption of policies via Resolution by the City Council, thereby streamlining the process for current and future revisions to these policies; and

WHEREAS, the City Council of the City of Porterville desires via policy to provide additional flexibilities and options to development applicants in its procedures implementing CEQA, in order to streamline and provide efficiencies while protecting the integrity of the environmental review process;

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves the City of Porterville Policy “Environmental Review” attached hereto as Attachment A.
2. The policy shall become effective immediately upon adoption of this Resolution.
3. The City Clerk shall certify the passage and adoption of this Resolution and enter it into the official records of the City of Porterville.

PASSED, APPROVED AND ADOPTED this _____th day of July 2025.

Greg Meister, Mayor

ATTEST:

Richard Tree, Interim City Clerk

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

ATTACHMENT A
[POLICY]

CITY OF PORTERVILLE POLICY

ENVIRONMENTAL REVIEW

I. General Considerations

The applicant shall be responsible for the full cost of the environmental review process, whether review is conducted wholly or partially by the city, via consultant(s) hired by the city, or via consultant(s) hired by the project applicant. The City may adopt a fee schedule, and/or require payment of costs on a project-specific basis.

If the city planning division is unable to prepare an environmental document or technical study for a public or private project, a qualified consultant shall be contracted for preparation of the appropriate environmental documents including technical studies. The city has undertaken the negotiation of and maintains an on call environmental consultant for use on city projects with defined funding sources, and for use by private development proponents in the event they desire to streamline the process.

Regardless of the specific manner in which the environmental documents are prepared, the City as the lead agency is responsible for ensuring the content and adequacy of any CEQA document it adopts or certifies, and shall maintain its authority to do so in its sole discretion.

The city and the project applicants must follow all applicable laws, including but not limited to the California Environmental Quality Act (CEQA), the California Political Reform Act and Government Code Section 1090 et al. concerning conflicts of interest, and the California Public Records Act.

II. Consultant Contracted directly by the City

The full negotiated cost to the city plus ten percent (10%) for contingencies shall be placed on deposit with the city prior to authorizing work to begin on the environmental documents.

The zoning administrator shall be the authority to require payment to the city of a ten percent (10%) administrative fee in cases where the cost of administering the contract is likely to exceed the adopted fee for environmental reviews. The zoning administrator shall have the authority to facilitate the consultant selection process, to select the consultant, and to negotiate fees for services. The City's process for selecting an environmental consultant shall be as follows:

A. Staff will prepare a request for proposals (RFP) soliciting project specific proposals from qualified consultants as represented in a consultant services file and as posted by the purchasing agent;

B. Staff will evaluate the proposals relative to responsiveness and pursuant to the consultant selection criteria currently used in the city;

C. Staff may elect to interview the consultant to determine additional qualifications and ability to represent the city's interest in a public forum;

D. Staff will prepare a consultant services agreement, and the zoning administrator will sign following submittal of the necessary funds and contingencies by the project proponent; and

E. Staff will send the deposit to the finance department and request the establishment of a pass through account and will set up a purchase order for monthly invoice payments.

III. Consultant Contracted directly by the Applicant

Alternatively, the project applicant may contract with a qualified consultant selected from the City's list of qualified consultants, or may select a consultant with equivalent qualifications, subject to City approval.

A. Required qualifications include demonstrated

1. environmental review experience with similar projects;
2. ability to compile the background data necessary for the preparation of the environmental documents;
3. ability to prepare study checklists, technical studies, environmental assessments, categorical exemptions and exclusions, negative declarations, and environmental impact reports and statements;
4. ability to identify key factors that need to be evaluated, which may require a specialist for a particular area of analysis;
5. ability to prepare appropriate forms associated with the review process such as public hearing notices, notices of determination, notices of completion, etc.

B. Additional desirable qualifications include

1. Knowledge of City of Porterville development and environmental review processes;
2. Strong writing skills and standard and specialized software proficiency;
3. (When applicable) being equipped with qualified biologists available for construction monitoring for project specific mitigation measures;
4. (When applicable) being able to provide archaeological services either in house or through a subconsultant listed on the Southern San Joaquin Valley Information list of qualified consultants.

C. Contractor shall remain responsible for all City costs for environmental review of the project, including but not limited to the costs to review and comment on reports and assessments, and any required revisions thereof.



CITY COUNCIL AGENDA – JULY 15, 2025

SUBJECT: Consideration of a Commemorative Grant Program in Recognition of the City's 100th Anniversary as a Charter City and the 250th Anniversary of the Signing of the Declaration of Independence

SOURCE: City Manager's Office

COMMENT: At its meeting on June 17, 2025, the City Council approved Vice Mayor McKervey's request to place an item on the agenda to consider a Commemorative Grant Program. This proposed program is intended to support both locally owned small businesses and non-profit organizations while promoting civic pride during two historic milestones: the City of Porterville's 100th Anniversary as a Charter City and the 250th Anniversary of the signing of the Declaration of Independence.

Modeled after the City's existing Community Benefit Grant Programs, the commemorative program would offer targeted funding for projects that enhance the city's appearance, highlight local heritage, and celebrate our shared national and civic history. Eligible projects may include patriotic murals, commemorative signage, storefront improvements, historical exhibits, public art, beautification efforts, or other enhancements consistent with the themes of local and national pride.

A total of \$50,000 is proposed for allocation from the City Council's FY 2025-2026 Special Purpose Fund. Staff anticipates offering grants of up to \$5,000 per applicant, subject to available funding and Council direction. Staff is seeking authorization to develop program guidelines and application materials for both small businesses and non-profits, modeled after the Community Benefit Small Business Grant Program and Non-Profit Grant Program previously approved by the City Council in March 2025.

Once applications have been received, staff will conduct an initial review to determine compliance with program requirements. All qualified applications will then be brought before the City Council for final approval, including the proposed award amount for each eligible project.

RECOMMENDATION: That the City Council:

1. Approve the establishment of a Commemorative Grant Program for small businesses and non-profit organizations in recognition of the City of Porterville's 100th Anniversary as a Charter City and the 250th Anniversary of the signing of the Declaration of Independence;
2. Authorize the allocation of \$50,000 from the FY 2025-2026 City Council's Special Purpose Fund to support the program;
3. Authorize staff to develop program guidelines and application materials modeled after the Community Benefit Small Business and Non-Profit Grant Programs; and
4. Provide direction on program specifics such as the maximum award amount per applicant and eligible project types.

ATTACHMENTS:

1. Draft Community Benefit Non-Profit Grant Application
2. Draft Community Benefit Small Business Grant Application

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, 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

