



**REGULAR ADJOURNED MEETING
CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
AUGUST 5, 2025, 4:00 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> ,

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. 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. Employee Organizations: Porterville City Employee Association, Management Confidential Series, Porterville Safety Support Unit, Porterville Police Officer Association, Porterville City Firefighter Association, Fire Officer Series, and all unrepresented management employees.
- 3** - Government Code Section 54956.95 – Liability Claim: Claimant: Claim filed on behalf of a minor. Agency claimed against: City of Porterville.
- 4**- Government Code Section 54956.95 – Liability Claim: Claimant: Christian Crouzet. Agency claimed against: City of Porterville.

- 5 - Government Code Section 54956.9(d) (2) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Three (3) cases in which facts are not yet known to potential plaintiffs.
- 6 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two cases.
- 7. - Government Code Section 54957 - Public Employee Appointment/Employment: Title: City Manager

5:00 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

Pledge of Allegiance Led by Council Member Rivas
Invocation

PRESENTATIONS

Employee of the Month - Sergio Esquivel
Tulare County Economic Development Corporation Presentation

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 staff informational items.

- I. Staff Informational Reports
 - 1. Code Enforcement Quarterly Report
 - 2. Building Permit Activity 4th Quarter Report FY 2024-2025 (April-June 2025)
 - 3. Streets Performance Measure Quarterly Report FY 2024-2025 (April - June 2025)
 - 4. Golf Course Quarterly Report FY 2024-2025 (April-June 2025)
 - 5. City Commission and Committee Attendance Quarterly Report FY 2024-2025 (April - June 2025)
 - 6. City Council Member Appointments Attendance Quarterly Report FY 2024-2025 (April - June 2025)
 - 7. 2025 Cross Connection Control Plan Update

CONSENT CALENDAR

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

- 1. Authorization to Sell Retired Police Service Dog and Purchase Replacement Police Service Dog and Training**
Re: Consideration to approve the sale of K9 "Neith "and the security kennel to Officer Jasmine McAlister for the amount of \$1.00; and approve the purchase of one new police service dog and related training for two new canine handlers from Top Dog Training Center for the amount of \$31,754.38.
- 2. Authorization to Purchase and Upfit a Replacement Vehicle for the Fire Department**
Re: Consideration to approve the purchase of one vehicle to replace Vehicle No. 2129, a 2009 Ford Expedition, at a cost not to exceed \$85,000; authorize staff to complete the upfitting of the new vehicle with emergency equipment and tools at a cost of \$30,000 plus applicable taxes and fees; and approve a ten percent (10%) contingency for the total project cost, for a total amount not to exceed \$126,500.
- 3. Authorization to Purchase Master Meter 4G Radio Read Parts and Meters**
Re: Considering approval to purchase miscellaneous new meters, replacement meters, and/or meter registers during the 2025-2026 Fiscal Year for an amount up to but not exceeding \$100,000.
- 4. Authorization to Purchase Water Shares or Surface Water for Groundwater Recharge**
Re: Consideration to authorize the purchase of water shares or surface water during the 2025-2026 Fiscal Year in the amount of up to \$1,500,000.
- 5. Authorization to Purchase Sewer Lift Station Replacement Pump Motors**
Re: Considering approval of the purchase of replacement pumps from Flo-Line Technology Inc. for an amount not to exceed \$77,515 for the City of Porterville's Twenty-Four Lift Stations for FY 25/26.
- 6. Authorization to Repair Transit Bus Transmission**
Re: Consideration to authorize a transit bus repair by Saunders Automatic Service Inc. at a cost not to exceed \$12,965.
- 7. Authorization to Enter into Software License Agreement with EKOS Software**
Re: Considering Approval to Enter into a five-year Software License Agreement with EKOS Software for fuel system management in the amount of \$43,920.
- 8. Approval to Renew Microsoft Office 365 Government G1 Software Subscription**
Re: Consideration to approve the renewal of the Microsoft Enterprise Agreement for Office 365 Government G1 software subscription from CDW-G for a term of three years in the amount of \$130,800.24.
- 9. Re-Authorize Revised MOU to continue participation in Tulare-Kings County Regional Hazardous Materials Team**

Re: Consideration to re-approve the revised Memorandum of Understanding (MOU) with the updated amendments to continue participation in the Tulare-Kings County Regional Hazardous Materials Team (RHM Team) for a five-year term beginning July 1, 2025, and ending June 30, 2030.

10. Request for Will Serve Letter - 1520 E. Success Drive

Re: Considering approval of a resolution for water service for the future development of an Accessory Dwelling Unit located at 1520 E. Success Drive.

11. Authorization to Roll Unpaid Utility Accounts to the 2025-2026 Property Tax Rolls

Re: Consideration to adopt the draft resolution authorizing the Tulare County Auditor to place unpaid utility accounts on the 2025-2026 property tax rolls for collection.

12. Intent to Schedule a Public Hearing for the 2024/25 Consolidated Annual Performance Evaluation Report (CAPER)

Re: Considering approval to schedule a public hearing to take place at a future city council meeting in September 2025, to consider the 2024-2025 CAPER.

13. Approval of Community Civic Event - Kiwanis of Porterville - Mariachi Fest Market - September 20, 2025

Re: Consideration to approve the Community Civic Event application submitted by the Kiwanis of Porterville to hold the Mariachi Fest Market on Saturday, September 20, 2025, at Veterans Park, from 10:00 AM to 7:00 PM.

14. Approval of Community Civic Event - Porterville Chamber of Commerce - ReDOiTT Block Party - September 27, 2025

Re: Consideration to approve the Community Civic Event application submitted by the Porterville Chamber of Commerce to hold the ReDOiTT Block Party on Saturday, September 27, 2025, at downtown Main Street, from 5:00 PM to 8:00 PM.

15. Authorizing FY 2025–26 State of Good Repair (SGR) Project

Re: Consideration to authorize the submittal of a funding request for Fiscal Year 2025–26 State of Good Repair (SGR) Program funds in the amount of \$121,481.34 for Transit Center renovations, including a digital message board, lobby improvements, and kiosk upgrades; and approval of the associated resolution, Authorized Agent Form, and SGR Certifications and Assurances.

16. Quarterly Investment Portfolio

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

17. Financial Status Reports

Re: Consideration to accept the financial status reports.

18. Consideration of a Salary Range Adjustment for the Public Works Director Classification

Re: Council to consider a salary range adjustment for the Public Works Director classification from Salary Range 281 to Salary Range 271; and consider the adoption of a resolution amending the Employee Pay and Benefits Plan effective August 5, 2025.

19. Status and Review of Declaration of Local Flood Emergency

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

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

PUBLIC HEARINGS

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

Re: Hold the Public Hearing to 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.

21. Establishing Lighting and Landscape Maintenance Districts and Tax Assessments for Parcels within Brookside Phases I and II

Re: Hold the Public Hearing to receive public comment on establishing Landscape and Lighting Maintenance District Number 58; and consider a draft Resolution approving the Engineer's Report and assessment method.

22. Ordinance Amending Article 611 of Chapter 21 of the Porterville Municipal Code Pertaining to Environmental Review Procedures and Preparation of Documents by Consultants

Re: Hold the Public Hearing to receive public comment and consider a draft ordinance amending the municipal code pertaining to environmental review procedures and preparation of environmental documents.

SECOND READINGS

23. Second Reading - Ordinance No. 1913, Amending Series 300, Section 305.10(g) and Section 305.10(f) of the Porterville Development Ordinance

Re: Adoption of an ordinance amending Series 300, Section 305.10(g) and Section 305.10(f) of the Porterville Development Ordinance, regarding implementation of sign-specific standards for monument and freestanding signs.

24. Second Reading - Ordinance No. 1914, Amending Article VII of Chapter 18 of the Porterville Municipal Code Regulation Unsafe and Unauthorized Camping and Storage of Personal Property

Re: Adoption of an ordinance amending Article VII of Chapter 18 of the City of Porterville Municipal Code, which regulates Unsafe and Unauthorized Camping and Storage of Personal Property.

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 - July 16, 2025
2. Tulare County Association of Governments (TCAG) - July 21, 2025 - Meeting was cancelled.
3. Tulare County Economic Development Corp. (TCEDC) - July 23, 2025- Meeting was cancelled.
4. Downtown Porterville Committee - July 24, 2025
5. Porterville Municipal Airport Committee - July 30, 2025

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

Any Closed Session items not completed prior to 5:00 p.m. will be considered at this time.

ADJOURNMENT - to the meeting of August 19, 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 – AUGUST 5, 2025

SUBJECT: 1. Code Enforcement Quarterly Report

SOURCE: Fire

COMMENT: This informational report utilizes data from the “myPorterville” application for tracking code enforcement activity between April 1, 2025, through June 30, 2025. During the 4th quarter of fiscal year 2024/2025, each department of the City contributed towards recording 1030 code enforcement issues. Of these, 988 were corrected and 42 were continued into the 1st quarter of 2025/2026 for additional corrective action. The Code Enforcement Division issued 33 Administrative Citations.

At its meeting on July 20, 2021, the City Council reviewed its Ordinance related to the parking and storing of recreational vehicles, boats, and trailers. During the past quarter, Code Enforcement received twenty (20) complaints specific to recreational vehicles, boats, and trailers, of which fourteen (14) had been completed at the time of this report.

RECOMMENDATION: Information for review

ATTACHMENTS: 1. Code Enforcement FY 24-25 Q4

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Fire Chief

Final Approver: Richard Tree, Interim City Manager

Code Enforcement Report, Quarter 4, FY 24-25

Q3 Code Enforcement Activity	# Requests	# Completed	% Closed
Abandoned Vehicle (Street)	49	48	97.96%
Animal Control Services	1	1	100.00%
Animals- agricultural animals	4	4	100.00%
Animals- barking dogs	20	19	95.00%
Animals- keeping too many or unauthorized species	7	7	100.00%
Animals- roosters	10	10	100.00%
Building Department/ Permits	19	3	15.79%
Business License Inquiries	2	0	0.00%
CEO, Building permit check	2	2	100.00%
CEO, Business License	6	6	100.00%
CEO, Shopping Carts	127	204	160.63%
CEO, Sign Removal	190	190	100.00%
City Manager's Office/ General Request	10	9	90.00%
Code Enforcement, General	34	29	85.29%
Community Development, General or MULTIPLE violations	10	1	10.00%
Engineering	9	4	44.44%
Fences and freestanding walls	3	1	33.33%
Fire Hazard	3	3	100.00%
Fire Hydrant Leaking	1	1	100.00%
Garbage Collection/Illegal Dumping	19	2	10.53%
General Feedback	3	1	33.33%
Graffiti	15	15	100.00%
Health Hazard	6	3	50.00%
Homeless Encampments	87	85	97.70%
Housing Issue (Structure Related)	4	3	75.00%
Itinerant Vendor, Solicitor, Peddler	19	18	94.74%
Landscaping/trees- private property	15	11	73.33%
Meter Request	122	122	100.00%
Neglected property/trash & debris	17	11	64.71%
Outdoor Storage	2	0	0.00%
Parking Issue	1	1	100.00%
Parks	1	1	100.00%
Police/ Traffic Enforcement	29	27	93.10%
Potholes	16	15	93.75%
Refuse Can Replacement / Repair	12	11	91.67%
Refuse Tracking	1	0	0.00%
Report Leak	36	35	97.22%
Sheds or second units	1	0	0.00%
Sidewalk Condition	8	2	25.00%

Administrative Citations	Q1	Q2	Q3	Q4	Total
\$100	42	18	25	16	\$10,100
\$200	1	2	4	3	\$2,000
\$500	11	24	16	10	\$30,500
\$1,000	18	8	2	4	\$32,000
\$2,500	25	0	0	0	\$62,500
FY 24-25 Total Assesment	97	52	47	33	\$137,100

Shopping Carts	Q1	Q2	Q3	Q4	Total
Collected	173	128	142	204	647
Disposed (Lbs.)	0	0	0	0	0

Private Property Vehicle Abatements	Q1	Q2	Q3	Q4	Total
Voluntary Abatement	47	29	28	24	128
Certified Voluntary Abatement	0	0	8	0	8
Towed	7	0	1	4	12
Total Vehicles Abated	54	29	37	28	148

Weed Abatement	Q1	Q2	Q3	Q4	Total
Properties Noticed	78	13	1623	43	1757
Completed by Owner	53	12	11	31	107
Assigned to Contractor (private)	3	3	0	2	8
Assigned to Contractor (city owned)	0	0	0	0	0
Completed by Contractor	3	4	0	2	9
Admin Citations	42	22	16	7	87

Code Enforcement Report, Quarter 4, FY 24-25

Signs- In Public Right of Way	2	1	50.00%
Signs- Maintenance Issues	1	1	100.00%
Signs- Temporary	1	0	0.00%
Stop Light Issue	8	7	87.50%
Street Light Issue	5	4	80.00%
Street Sweeping	3	3	100.00%
Vehicles- inoperable vehicles	12	10	83.33%
Vehicles- Parked on lawn	4	2	50.00%
Vehicles- RVs/boats/etc	20	14	70.00%
Water Waste	9	9	100.00%
Weed Abatement	43	31	72.09%
Yard Sales, Frequent	1	1	100.00%
Q4 Total	1030	988	95.92%



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: 2. Building Permit Activity 4th Quarter Report FY 2024-2025 (April-June 2025)

SOURCE: Engineering and Project Management

COMMENT: The Building Permit Activity Report (BPAR) presented herein to the City Council covers the months of April, May and June 2025. The two main categories include new residential permits issued and new commercial permits issued.

4th Quarter of FY 2023/2024 compared to 4th Quarter of FY 2024/2025

New residential permits issued during the 4th quarter of 2024/25 (70) showed a 204% increase from the 4th quarter of 2023/24 (23). New commercial permits issued during the 4th quarter of 2024/25 (2) showed an increase from the 4th quarter of 2023/24 (0).

Year-to-Date (July 2024 to June 2025)

New residential permits issued this fiscal year (215) are up 124% compared to the same period last fiscal year (96). New commercial permits issued during this fiscal year show no change from the previous fiscal year (5).

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Building Permit Activity - April 2025
2. Building Permit Activity - May 2025
3. Building Permit Activity - June 2025

Appropriated/Funded:

Review By:

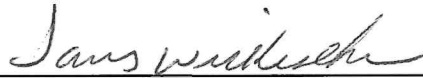
Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Richard Tree, Interim City Manager

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2023 - 4/30/2024 AND
7/1/2024 - 4/30/2025

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	APRIL 2025	APRIL 2024	THIS YEAR TO DATE	LAST YEAR TO DATE	APRIL 2025	APRIL 2024	THIS YEAR TO DATE	LAST YEAR TO DATE	APRIL 2025	APRIL 2024	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	41	13	186	86	14,367,131	3,242,753	57,672,445	21,392,725	110,688.81	26,360.22	460,823.13	185,806.30
NEW COMM	0	0	3	5	0	0	7,412,500	3,784,000	0.00	0.00	31,396.06	21,567.05
RESID IMROV	8	4	95	61	405,460	133,229	2,164,167	1,123,114	7,164.34	3,190.88	49,840.36	31,747.69
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	33	38	275	340	431,603	663,945	11,380,232	9,544,090	6,834.00	9,542.05	60,831.75	87,592.61
ELECT	61	34	628	436	1,225,428	727,305	16,395,007	9,024,998	11,196.00	6,718.00	126,571.50	88,117.70
PLUMB	61	51	585	430	341,388	199,383	2,423,256	1,693,231	8,444.00	8,173.00	87,198.00	59,185.00
TOTALS	204	140	1,772	1,358	16,771,010	4,966,615	97,447,606	46,562,157	144,327.15	53,984.15	816,660.80	474,016.35

	NEW DWELLING UNITS TOTALS			
	APRIL 2025	APRIL 2024	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	39	13	182	83
MULTI FAMILY	6	0	9	6
TOTAL	45	13	191	89



 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2023 - 5/31/2024 AND
7/1/2024 - 5/31/2025

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	MAY 2025	MAY 2024	THIS YEAR TO DATE	LAST YEAR TO DATE	MAY 2025	MAY 2024	THIS YEAR TO DATE	LAST YEAR TO DATE	MAY 2025	MAY 2024	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	5	9	191	95	612,440	2,346,552	58,284,885	23,739,277	10,001.17	20,283.34	470,824.30	206,089.64
NEW COMM	2	0	5	5	18,675,000	0	26,087,500	3,784,000	6,183.85	0.00	37,579.91	21,567.05
RESID IMPROV	15	10	110	71	686,028	309,375	2,850,195	1,432,489	12,122.13	4,959.66	61,962.49	36,707.35
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	29	45	304	385	1,594,424	1,066,971	12,974,656	10,611,060	6,183.70	11,769.20	67,015.45	99,361.81
ELECT	48	57	676	493	905,629	1,480,268	17,300,636	10,505,265	9,482.00	11,568.00	136,053.50	99,685.70
PLUMB	55	38	640	468	171,699	117,156	2,594,955	1,810,387	8,448.00	5,069.00	95,646.00	64,254.00
TOTALS	154	159	1,926	1,517	22,645,221	5,320,321	120,092,827	51,882,478	52,420.85	53,649.20	869,081.65	527,665.55

	NEW DWELLING UNITS TOTALS			
	MAY 2025	MAY 2024	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	5	8	187	91
MULTI FAMILY	0	2	9	8
TOTAL	5	10	196	99

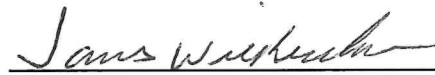


CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2023 - 6/30/2024 AND
7/1/2024 - 6/30/2025

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	JUNE 2025	JUNE 2024	THIS YEAR TO DATE	LAST YEAR TO DATE	JUNE 2025	JUNE 2024	THIS YEAR TO DATE	LAST YEAR TO DATE	JUNE 2025	JUNE 2024	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	24	1	215	96	7,212,877	115,000	65,497,762	23,854,277	57,247.75	2,518.08	528,072.05	208,607.72
NEW COMM	0	0	5	5	0	0	26,087,500	3,784,000	0.00	0.00	37,579.91	21,567.05
RESID IMPROV	13	6	123	77	356,556	83,999	3,206,751	1,516,488	6,171.31	2,649.88	68,133.80	39,357.23
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	31	37	335	422	566,380	659,133	13,541,036	11,270,194	7,303.35	8,760.05	74,318.80	108,121.86
ELECT	49	59	725	552	941,832	1,415,365	18,242,468	11,920,630	8,919.00	12,156.00	144,972.50	111,841.70
PLUMB	69	37	709	505	312,518	180,738	2,907,473	1,991,125	10,891.00	5,570.00	106,537.00	69,824.00
TOTALS	186	140	2,112	1,657	9,390,163	2,454,236	129,482,990	54,336,714	90,532.41	31,654.01	959,614.06	559,319.56

	NEW DWELLING UNITS TOTALS			
	JUNE 2025	JUNE 2024	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	24	1	211	92
MULTI FAMILY	0	0	9	8
TOTAL	24	1	220	100



 CHIEF BUILDING OFFICIAL



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: 3. Streets Performance Measure Quarterly Report FY 2024-2025 (April - June 2025)

SOURCE: Engineering and Project Management

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

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

RECOMMENDATION: Information Only

ATTACHMENTS:

1. 2024-2025 Level of Service Progress Report 4th quarter
2. 2024-2025 Level of Service Progress Report 3rd quarter
3. 2024-2025 Level of Service Progress Report 2nd quarter
4. 2024-2025 Level of Service Progress Report 1st quarter

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Richard Tree, Interim City Manager

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

4th QUARTER REPORT - July 1, 2024 - June 31, 2025

[illegible]

4th QUARTER REPORT - July 1, 2024 - June 31, 2025

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

3rd QUARTER REPORT - July 1, 2024 - March 31, 2025

[illegible]

3rd QUARTER REPORT - July 1, 2024 - March 31, 2025

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

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

[illegible]

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

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

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

[illegible]

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



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: 4. Golf Course Quarterly Report FY 2024-2025 (April-June 2025)

SOURCE: Parks and Leisure Services

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

RECOMMENDATION: Informational only.

ATTACHMENTS: 1. 4th Quarter Golf Stats

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Richard Tree, Interim City Manager

PORTERVILLE GOLF COURSE STATISTICS

	Apr-24	Apr-25	May-24	May-25	Jun-24	Jun-25
Golfers	1304	1739	1072	1720	1431	1643
Repeat 9/Twilight	489	462	359	531	556	409
Tickets Used	559	832	450	681	575	687
Passes Sold	33	18	43	28	30	670
Carts	485	636	384	752	619	
Total	\$15,477.00	\$18,126.00	\$14,183.00	\$21,894.00	\$17,788.00	\$19,711.00

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

* **Twilight:** Afternoon discount rate

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

* **Passes:** Monthly Passes sold



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: 5. City Commission and Committee Attendance Quarterly Report FY 2024-2025 (April - June 2025)

SOURCE: Administrative Services

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

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

RECOMMENDATION: Information Only

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Richard Tree, Interim City Manager

Item No.

Item No.

**Animal Control Commission
Attendance Records**

As of June 30, 2025

	2025 10-Apr							Notes:
Kathy Guinn	P							
Jerry Hall	P							
Kat Harris	P							
Shawn Schwartzenberger	P							
Lacie Goodlett	A							

*Meeting cancelled due to lack of quorum.

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

	2023 13-Jul	2023 12-Oct	2024 11-Jan	2024 11-Apr	2024 11-Jul	2024 21-Oct	2025 9-Jan	Notes:
Kathy Guinn	P	A	*	P	P	A	P	
Jerry Hall	P	P	*	P	P	P	P	
Kat Harris	P	P	*	P	P	P	A	
Shawn Schwartzenberger	P	A	*	P	P	P	P	
Lacie Goodlett	P	P	*	A	P	A	P	

*Meeting cancelled due to lack of quorum.

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

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

*Meeting cancelled due to lack of quorum.

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

**Arts Commission
Attendance Records**

As of June 30, 2025

	2025 28-Jan	2025 10-Feb	2025 22-Apr	2025 22-Jul					
Kyree Perkins	*	P							Vacated seat 4/2025
Emily Luna	*	P							Vacated seat 4/2025
Maria Menga	*	A							Vacated seat 2/2025
Emilie Dummar	*	A							Vacated seat 3/2025
Yesenia Acsencio			*	P					
Bonnie Boyd	*	P	*	P					
George Albanez				A					
Jackie Buttice				A					

* No meeting held due to lack of quorum.

** No meeting due to scheduling.

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

* No meeting held due to lack of quorum.

** No meeting due to scheduling.

	2022 Apr	2022 May	2022 June	2022 July	2022 Aug	2022 Oct	2023 Jan	2023 April	
Kyree Perkins	P	P	P	**	P	*	P	P	
Emily Luna	P	P	P	**	P	*	P	P	
Diego Monterrubio	A	A	A	**	A	*	A		
Eden Santos	A	A	P	**					Vacated seat 8/2020
Maria Menga	P	P	P	**	P	*	P	P	
Dawn Bennett							P	P	

* No meeting held due to lack of quorum.

** No meeting due to scheduling.

LIBRARY & LITERACY COMMISSION - Attendance Record

As of June 30, 2025

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

= Summer Hiatus

** = No meeting held

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

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

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

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

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

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

PARKS & LEISURE SERVICES COMMISSION
ATTENDANCE RECORDS

As of June 30, 2025

Parks & Leisure Services Commissioner's Record of Attendance

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

**No meeting held.

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

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

Parks & Leisure Services Commissioner's Record of Attendance

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

**No meeting held.

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

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

Parks & Leisure Services Commissioner's Record of Attendance

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

**No meeting held.

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

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

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

As of June 30, 2025

	2024 28-May	2024 27-Aug	2024 26-Nov	2025 25-Feb	2025 27-May		
Margaret Stinson	P	P	*	P	A		Apptd 05/21; Term exp 5/2028
John Billiou	P	P	*	P	A		Term expires 5/2026
Jerry Hall	P	P	*	P	P		Term expires 5/2026
Janice Kovars	P						Term ended
Shawn Byars	P	P	*	P	P		Term expires 5/2026
Joshua Sulier	A						Term ended
Angela Dennis	A						Term ended
Rae Dean Strawn	A	P	*	A	P		Apptd 07/19; Term exp 5/2026
Robert K. Falls Sr.	P	P	*	A	P		Apptd 05/21; Term exp 5/2028

* Meeting cancelled

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

* Meeting cancelled

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

* Meeting cancelled

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

As of June 30, 2025

Committee Member	Reg. Mtg 4/18/2024	Reg. Mtg 2/11/2025	Reg. Mtg	Reg. Mtg	Reg. Mtg
Pat Contreras	A	P			
Linda Mendez	P	P			
Eriselda Lizarraga	P	P			
Isabel Olmos	P	P			
Rebecca Contreras	A				
Yalimar Garcia	A				
Jacqueline Verduzco Alanis	P				

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

* No meeting was held due to COVID.



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: 6. City Council Member Appointments Attendance Quarterly Report FY 2024-2025 (April - June 2025)

SOURCE: Administrative Services

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

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. Quarterly Report (April- June 2025)

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager

City Council Attendance - FY 2024-2025 Third Quarter Report

April 1, 2025 through June 30, 2025

Committee/Board	Member/Alternate	April	May	June
Ad Hoc Committee- COVID-19	Greg Meister - Member Ed McKervery- Member	4/21/25 P 4/21/25 P		
Ad Hoc Library Facility Planning Committee	Raymond Beltran - Member			
Cannabis Committee	Ed McKervery - Member Raymond Beltran - Member AJ Rivas - Alternate			
Council of Cities	Greg Meister - Member Ed McKervery - Member			
Downtown Porterville Committee	Ed McKervery - Member Stan Green - Member			
Eastern Tule Groundwater Sustainability Agency JPA (ETGSA)	Stan Green - Member Michael Knight-Alternate	4/3/25 P 4/3/25 P	5/1/25 A 5/1/25 P	6/5/25 P
Flag Day Committee	Greg Meister - Member	4/9/25 P 4/22/25 P		6/3/25 P
Ad Hoc Heritage Committee	Greg Meister - Member Ed McKervery - Member	4/9/25 P 4/9/25 P		
Internal City Audit Committee	Ed McKervery - Member Stan Green- Member			
Joint City/School District Committee	Greg Meister - Member Ed McKervery - Member			
Library Facility Planning Committee	Raymond Beltran - Member			
Local Initiatives Navigation Center Committee (LINC)	Raymond Beltran - Member AJ Rivas -Alternate	4/2/25 P	5/7/25 P	6/4/25 P
Mighty190 Committee	Greg Meister - Member Ed McKervery - Member AJ Rivas - Alternate		5/12/25 P	
Military Banner Committee	Greg Meister - Member	4/23/25 P		
Porterville Area Development Authority (PADA)	Raymond Beltran - Member AJ Rivas - Member			
Porterville Municipal Airport Committee	Stan Green- Member AJ Rivas- Member			
PDC Advisory Board	Jason Ridenour - Member Ed McKervery- Alternate			
Porterville Flag Day Committee	Greg Meister - Member Stan Green - Member			
San Joaquin Valley Special City Selection Committee (Air Polution)	Greg Meister - Member Ed McKervery - Alternate			
Tulare County Association of Governments/ Transportation Planning Agency (TCAG)	Greg Meister - Member AJ Rivas - Alternate	4/21/25 P	5/19/25 P 5/19/25 P	6/16/25 P
Tulare County City Selection Committee	Mayor - City Member Designee - Alternate			
Tulare County Economic Development Corporation (TCEDC)	Greg Meister - Member Claudia Calderon - Alternate	4/23/25 A 4/23/25 P	 5/28/25 P	
Tulare County Local Agency Formation Commission ("LAFCO")	N/A			
Tulare County Taskforce on Homelessness	AJ Rivas- Member Stan Green- Alternate	4/16/25 P	5/21/25 P	6/18/25 P
Tule River Improvement JPA (TRIJPA)	Ed McKervery - Member Stan Green - Alternate	4/7/25 P	5/21/25 C	

P = Present A = Absent C= Cancelled



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: 7. 2025 Cross Connection Control Plan Update

SOURCE: Public Works

COMMENT: The California State Water Resources Control Board adopted the Cross-Connection Control Policy Handbook on December 19, 2023, with an effective date of July 1, 2024. This handbook replaces the previous cross-connection control and backflow regulations found in Title 17 of the California Code of Regulations. This handbook states that all Public Water Systems must complete and submit their Cross-Connection Control Plan to the State Water Resources Control Board by July 1, 2025.

The purpose of a Cross-Connection Control Program is to prevent the backflow of water into the water distribution system, which could result in cross-contamination or pollution entering the system. This is achieved through the proper installation and maintenance of backflow prevention assemblies, devices, or methods that protect against the threat posed by any condition found on a user's premises. Selecting the correct type of backflow protection and ensuring it is properly installed is both important and required by the new handbook. The use of approved backflow prevention assemblies safeguards the public water supply against all known or potential cross-connections.

A successful program relies on knowledgeable personnel who can identify actual or potential hazards, apply principles of backflow prevention, and enforce cross-connection control policies. Ongoing surveillance of the public water system to verify backflow prevention assemblies are functioning correctly and to identify any new hazards or changes in system configuration. Certified Cross-Connection Specialists are vital for evaluating hazard levels and ensuring program compliance.

Public Water Systems are responsible for implementing and enforcing a Cross-Connection Control Program. This responsibility may be fulfilled directly or through a contract or agreement with another party. However, Public Water Systems are not responsible for correcting cross-connections within a customer's internal plumbing. To effectively enforce the program, Public Water Systems must establish operating rules, ordinances, bylaws, or resolutions and possess the legal authority to take corrective action when a user fails to comply. This authority must include at least one of the following:

1. Denial or discontinuation of water service;

2. Installation, inspection, field-testing, or maintenance of a backflow prevention assembly at the user's premises; or
3. Prompt resolution of any issue to ensure compliance with the program.

Each Public Water System must designate at least one individual responsible for the development, reporting, tracking, and administration of its cross-connection control program. For public water systems with 3,000 service connections or more, the Cross-Connection Control Program Coordinator must be a cross-connection control specialist. The City of Porterville currently has two staff members certified as cross-connection control specialists.

This informational report is provided to the Council to demonstrate compliance with the requirements outlined in the New Cross Connection Control Policy Handbook.

RECOMMENDATION: Informational Only

ATTACHMENTS:

1. 2025-CA 54-10010-City of Porterville Cross-Connection Control Plan Submission
2. Cross-Connection Control Policy Handbook

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Richard Tree, Interim City Manager



CITY OF PORTERVILLE

Cross-Connection Control Plan (CCCCP)

Effective Date: July 1, 2025

291 NORTH MAIN STREET PORTERVILLE CA 93257

Phone: (559) 782-7514 | FAX: (559) 782-8937

COMPLETED BY: SoCal Water Pro



DEFINITIONS

For the purposes of this chapter, all terms shall be defined as set forth in the California Cross-Connection Control Policy Handbook (CCCPH), which include but are not limited to:

"Air-gap separation" or "AG" means a physical vertical separation of at least two (2) times the effective pipe diameter between the free-flowing discharge end of a potable water supply pipeline and the flood level of an open or non-pressurized receiving vessel, and in no case less than one (1) inch.

"Approved backflow prevention device" means a device which has passed laboratory and field evaluation tests performed by a recognized testing organization which has demonstrated its competency to perform such tests to the California Department of Health Services.

"Approved water supply" means a water source that has been approved by the State Water Board for domestic use in a public water system and designated as such in a domestic water supply permit issued pursuant to section 116525 of the CHSC.

"Auxiliary water supply" means a source of water, other than an approved water supply, that is either used or equipped, or can be equipped, to be used as a water supply and is located on the premises of, or available to, a water user.

"Backflow" means an undesired or unintended reversal of flow of water and/or other liquids, gases, or other substances into a public water system's distribution system or approved water supply.

"Backflow prevention assembly" or "BPA" means a mechanical assembly designed and constructed to prevent backflow, such that while in-line it can be maintained and its ability to prevent backflow, as designed, can be field tested, inspected, and evaluated.

"Backflow prevention assembly tester" means a person who is certified as a backflow prevention assembly tester.

"Building Department" means the City of Porterville Department of Public Works. "City" means the City of Porterville and its departments.

"Contamination" means a degradation of the quality of the potable water by any foreign substance which creates a hazard to the public health through poisoning or through spread of disease.

"Cross-connection" means any actual or potential connection or structural arrangement between a public water system, including a piping system connected to the public water



system and located on the premises of a water user or available to the water user, and any source or distribution system containing liquid, gas, or other substances not from an approved water supply.

"Cross-connection control specialist" means a person who is certified as a cross-connection control specialist.

"Double check detector backflow prevention assembly" or "DCDA" means a double check valve backflow prevention assembly that includes a bypass with a water meter and double check backflow prevention assembly, with the bypass's water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. This type of assembly may only be used to isolate low hazard cross-connections.

"Double check detector backflow prevention assembly – type II" or "DCDA-II" means a double check valve backflow prevention assembly that includes a bypass around the second check, with the bypass having a single check valve and a water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. This type of assembly may only be used to isolate low hazard cross-connections.

"Double check valve backflow prevention assembly" or "DC" means an assembly consisting of two independently-acting internally-loaded check valves, with tightly closing shut-off valves located at each end of the assembly (upstream and downstream of the two check valves) and fitted with test cocks that enable accurate field testing of the assembly. This type of assembly may only be used to isolate low hazard cross-connections.

"Hazard Assessment" means an evaluation of a user premises designed to evaluate the types and degrees of hazard at a user's premises.

"Health Agency" means the California Department of Health and Human Services, or the local health agency with respect to a small water system.

"Health Officer" means the City of Porterville Health Officer.

"High hazard cross-connection" means a cross-connection that poses a threat to the potability or safety of the public water supply. Materials entering the public water supply through a high hazard cross-connection are contaminants or health hazards.

"Low hazard cross-connection" means a cross-connection that has been found to not pose a threat to the potability or safety of the public water supply but may adversely affect the aesthetic quality of the potable water supply. Materials entering the public water supply through a low hazard cross-connection are pollutants or non-health hazards.



"Person" means an individual, corporation, company, association, partnership, municipality, public utility, or other public body or institution.

"Pollution" means an impairment of potable water to a degree which adversely affects the aesthetic quality of the water, but does not create a hazard to the public health.

"Premises" means any and all areas on a customer's property which are served or have the potential to be served by the public water system.

"Premises containment" means protection of a public water system's distribution system from backflow from a user's premises through the installation of one or more air gaps or BPAs, installed as close as practical to the user's service connection, in a manner that isolates the water user's water supply from the public water system's distribution system.

"Pressure vacuum breaker backsiphonage prevention assembly" or "PVB" means an assembly with an independently-acting internally-loaded check valve and an independently-acting loaded air inlet valve located on the discharge side of the check valve; with test cocks and tightly closing shutoff valves located at each end of the assembly that enable accurate field testing of the assembly. This type of assembly may only be used for protection from backsiphonage and is not to be used to protect from backpressure.

"Public water system" means a system for the provision of piped water to the public for human consumption which has five or more service connections or regularly serves an average of 25 individuals daily at least 60 days out of the year.

"Public Works, Water and Development Services Department" means the City of Porterville Water Department.

"Reduced pressure principle backflow prevention assembly" or "RP" means an assembly with two independently acting internally-loaded check valves, with a hydraulically operating mechanically independent differential-pressure relief valve located between the check valves and below the upstream check valve. The assembly shall have shut-off valves located upstream and downstream of the two check-valves, and test cocks to enable accurate field testing of the assembly.

"Reduced pressure principle detector backflow prevention assembly" or "RPDA" means a reduced pressure principle backflow prevention assembly that includes a bypass with a water meter and reduced pressure principle backflow prevention assembly, with the bypass's water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow

"Reduced pressure principle detector backflow prevention assembly – type II" or "RPDA-II" means a reduced pressure principle backflow prevention assembly that includes a bypass around the second check, with the bypass having a single check valve and a



water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow.

"Service connection" means the point of connection of a water user's system to the public water system.

"Spill-resistant pressure vacuum breaker backsiphonage prevention assembly" or "SVB" means an assembly with an independently-acting internally-loaded check valve and an independently-acting loaded air inlet valve located on the discharge side of the check valve; with shutoff valves at each end and a test cock and bleed/vent port, to enable accurate field testing of the assembly. This type of assembly may only be used for protection from backsiphonage and is not to be used to protect from backpressure.

"State Water Board", unless otherwise specified, means the State Water Resources Control Board or the local primacy agency having been delegated the authority to enforce the requirements of the CCCPH by the State Water Resources Control Board.

"Swivel-Ell" means a reduced pressure principle backflow prevention assembly combined with a changeover piping configuration (swivel-ell connection).

"User premises" means the property under the ownership or control of a water user and is served, or is readily capable of being served, with water via a service connection with a public water system.

"User's service connection" means either the point where a water user's piping is connected to a water system or the point in a water system where the approved water supply can be protected from backflow using an air gap or backflow prevention assembly.

"Water supplier" means a person who owns or operates a public water system.

"Water user" means any person obtaining water from an approved water supply system.

"Water user's system" means a system for the provision of piped water for human consumption on the premises of a water user.

"Water use site" means a location on a water user system where water is utilized for a purpose.



ACRONYM/ABBREVIATION	DEFINITION
µG/L	Micrograms per liter
ABPA	American Backflow Prevention Association
AVB	Atmospheric Vacuum Breaker
AWWA	American Water Works Association
BSDW	Bureau of Safe Drinking Water
BWPC	Bureau of Water Pollution Control
BWO	Boil Water Order
CALEPA	California Environmental Protection Agency
CCCP	Cross Connection Control Program
CFR	Code of Federal Regulations
CFS	Cubic Feet per Second
CPWS	Community Public Water System
DC	Double-check valve assembly
DCDA	Double-check detector assembly
E. COLI	Escherichia coli
EPA	United States Environmental Protection Agency
ERP	Emergency Response Plan
GPM	Gallons per Minute
MG/L	Milligrams per liter
NCWS	Non-Community Water System
NFPA	National Fire Protection Association
NTNC	Non-transient/Non-community Water System
O&M	Operations and Maintenance
OSHA	Occupational Health and Safety Administration
PVB	Pressure Vacuum Breaker
PWS	Public Water System
RP	Reduced Pressure Principle Assembly
RPDA	Reduced Pressure Principle Detector Assembly
SCADA	Supervisory Control and Data Acquisition
SDWA	Safe Drinking Water Act
USC FCCCHR	University of Southern California Foundation for Cross-Connection Control and Hydraulic Research

Table of Contents

Definitions	2
SECTION 1 SYSTEM INFORMATION.....	9
1.1 System Introduction.....	9
1.2 General Information.....	10
1.3 Program Introduction and Purpose	11
Section 2 Legal Authority	13
2.1 Program Implementation Schedule	13
Section 3 Responsibilities	14
3.1 Water Purveyor Responsibility.....	14
3.2 Customer Responsibility	15
Section 4 Surveys and Inspections.....	16
4.1 Initial Assessments.....	16
4.2 Follow-up and On-going Surveys and Inspections	20
4.3 Non-residential Inspections.....	22
4.4 Fire Protection.....	22
4.5 Reclaimed Water	23
4.6 Auxiliary Water Source	24
4.7 Temporary Connections	25
4.8 Single Family Residential Properties	26
4.9 Stop and Waste Valves.....	26
SECTION 5 GENERAL BACKFLOW PREVENTION REQUIREMENTS	28
5.1 Types and Methods of Backflow Prevention.....	28
5.2 List of Approved Assemblies and Devices	29
5.4 Installation Requirements.....	30
SECTION 6 TESTING AND TRACKING.....	38
6.1 Repair or Replacement	39



SECTION 7 ENFORCEMENT AND PENALTIES	40
Follow-Up and Penalties	41
7.1 Failure to Comply	41
7.2 Failure to Test or Repair	42
7.3 Unauthorized Actions and Access Restrictions	43
SECTION 8 Signatures	44
APPENDICES.....	45



SECTION 1 SYSTEM INFORMATION

1.1 System Introduction

The City of Porterville operates a municipally owned Community Water System (CWS) under State Water System Identification Number CA5410010, regulated by the California State Water Resources Control Board (SWRCB), Division of Drinking Water. As a public utility operated by the City, the system provides potable water service to the residents, businesses, and public facilities located within the city's jurisdiction.

The system is classified as a D5 Distribution System, with a Treatment Designation (TD), though water is sourced exclusively from groundwater wells. All water is disinfected with chlorine before entering the distribution system to ensure compliance with the California Code of Regulations, Title 22. There are no surface water sources or intertie connections for wholesale purchases or sales; all water is produced and delivered directly by City-owned infrastructure.

As of 2024, the City of Porterville serves approximately 21,000 year-round residents and maintains over 17,000 active metered service connections. These include residential, multi-family, commercial, industrial, and other non-residential users. Water demand is met through a network of City-operated wells distributed throughout the system.

In accordance with the Cross-Connection Control Policy Handbook (CCCPH) adopted by the SWRCB, the City has developed and maintains a comprehensive Cross-Connection Control Program (CCCP) to protect its public water supply from actual or potential contamination resulting from backflow. This program is legally authorized and enforced through local ordinance and adheres to the ten required CCCPH program elements, including hazard assessment, testing, and enforcement.

Porterville currently manages a documented inventory of approximately 2,197 backflow prevention assemblies (BPAs), with over 2,100 active assemblies installed across commercial, industrial, institutional, and other designated high-hazard service locations. All BPAs are tested at least annually by certified testers. Test failures are subject to repair or replacement within 30 days of notice, and results are tracked through the City's asset management and compliance systems.

This Cross-Connection Control Plan outlines the City's regulatory responsibilities, enforcement procedures, inspection protocols, public outreach, and interagency coordination, in compliance with Title 22 of the California Code of Regulations and the most recent CCCPH effective July 1, 2024. The plan demonstrates Porterville's commitment to safeguarding public health and ensuring uninterrupted delivery of safe, potable water.



1.2 General Information

System Number or Reference (SDWIS ID)	CA5410010
Identify the type of System: - Community (C) - Non-Transient Non-Community (NTNC) - Transient Non-Community (TNC)	COMMUNITY (c)
Distribution Classification Required (D1, D2, etc.)	D5
Treatment Classification Required (T1, T2, etc.)	TD
System Name and Address	PORTERVILLE, CITY OF
Location/Town	291 NORTH MAIN STREET PORTERVILLE CA 93257
Population Served and Service Connections	<u>Total Population:</u> 63164 <u>Total Connections:</u> 17,641 No. of Residential: 15992 No. of Commercial Connections: 1353 Industrial: 15 Fire: Unknown Irrigation: 281 Agriculture: 0



Name of CCC Program Coordinator:	David Payne
Contact Information:	Phone : (559) 782-7516 Email : dpayne@ci.porterville.ca.us
CCC Specialist Employment Status:	Consultant
Consultation Company Name:	SoCal Water Pro LLC
Name of CCC Specialist:	Timothy Lewsadder
Cross-Connection Control Specialist License Number:	03691
Certification Body:	AWWA
Contact Information:	Phone: 805-991-7333 Email: info@socalwaterpro.com

1.3 Program Introduction and Purpose

Introduction

The City of Porterville is committed to safeguarding its public water supply from contamination or pollution caused by actual or potential cross-connections. This Cross-Connection Control Program (CCCP) outlines the policies, standards, and procedures necessary to comply with the requirements of the California Environmental Protection Agency (CalEPA), the State Water Resources Control Board, and the Cross-Connection Control Policy Handbook, as well as Title 22 of the California Code of Regulations (CCR). Through this program, the City aims to protect the integrity of its drinking water distribution system while supporting regulatory compliance and public health.

Purpose

Protecting public health requires proactive system design, routine inspections, and strict adherence to regulatory standards. The primary objective of the City of Porterville's Cross-Connection Control Program is to prevent the introduction of contaminants into the public water distribution system due to backpressure or backsiphonage. This is achieved by requiring the installation, maintenance, and inspection of approved backflow prevention assemblies at points of potential risk, typically where the public water supply connects to a private plumbing system. These assemblies are designed to ensure that water flows in only one direction, thereby preventing any reversal that could allow pollutants or contaminants to enter the potable water supply.

In support of this goal, the Plan establishes a structured and enforceable framework to:

- Identify and eliminate existing or potential cross-connections



Cross Connection Control Plan

- Classify hazards and determine the required level of backflow protection
- Install and maintain approved backflow prevention assemblies at identified risk points
- Develop and maintain a comprehensive inventory of backflow prevention assemblies throughout the City
- Implement consistent inspection, testing, and tracking procedures
- Promote public education and awareness of cross-connection control and prevention
- Enforce compliance with all applicable local and state regulations

This Plan applies to all customers, property owners, and entities connected to or served by the City of Porterville's public water system. It is designed to not only meet state and local legal requirements, but also to serve as a practical and proactive tool for protecting public health, maintaining water quality, and preserving the long-term integrity of the City's water infrastructure.



SECTION 2 LEGAL AUTHORITY

The City of Porterville's CCCP is established under the authority of:

- California Health and Safety Code § 116407 -116275 et seq.
- California Code of Regulations, Cross-Connection Control Policy Handbook
- California Environmental Protection Agency (CalEPA) guidelines.
- 2022 California Plumbing Code Chapter 6: Water Supply and Distribution, Section 603.0 Cross-Connection Control
- City of Porterville Municipal Code: Resolution NO. 9615 Cross-Connection and Backflow Preventions

Pursuant to these regulatory requirements, this Cross-Connection Control Program has been developed to ensure the ongoing protection of the City's potable water supply. Accordingly, all customers, property owners, and users served by the public water system are required to comply with the provisions outlined in this Program.

2.1 Program Implementation Schedule

	Date	Frequency
Adoption of Cross Connection Control Policy	July 1, 2025	Once, and updated when appropriate
Initial Hazard Assessment	July 1, 2025—July 1, 2033	Daily until completed
Customer Notification of Level of Backflow Protection Required and Compliance frame (if needed)	July 1, 2025—July 1, 2033	Daily until completed
New, Remodel, or Addition Construction Plan Review	Within 90 days of the date of submission	When submitted
Inventory of Backflow Prevention Assemblies	July 1, 2025— July 1, 2033	Updated as necessary
Assembly Test Tracking Structure	From initial assessment	Established and updated as necessary



SECTION 3 RESPONSIBILITIES

3.1 Water Purveyor Responsibility

As a public water purveyor, the City of Porterville is responsible for providing potable water that meets all applicable state and federal drinking water standards. The term “customers” refers to all service connections receiving water from the City's distribution system, including residential, commercial, industrial, and municipal properties, as well as any connections associated with City-operated facilities.

In accordance with the Cross-Connection Control Policy Handbook (CCCPH), the City shall implement, administer, and maintain this Cross-Connection Control Program (CCCP) to prevent actual or potential contamination of the public water system. This includes the identification and control of hazards that may originate on the customer's premises, downstream of the point of connection to the public water supply. The City shall also take necessary measures to protect the water system from temporary or unauthorized connections that could compromise water quality, ensuring compliance with the California Code of Regulations and safeguarding public health.

3.1.1 Public Outreach and Education

As part of its responsibility to implement and maintain an effective Cross-Connection Control Program (CCCP), the City of Porterville is committed to ongoing public education and outreach. The City will provide information and guidance to residential, commercial, and industrial customers regarding the purpose of the program, the risks associated with cross-connections, and the importance of backflow prevention. These outreach efforts are essential to building awareness and fostering customer compliance with CCCP requirements.

Educational outreach will focus on increasing public understanding of the following key topics:

- What a cross-connection is and how it may occur
- Why backflow poses a serious risk to public health
- Customer responsibilities under the CCCP
- The importance of installing, testing, and maintaining approved backflow prevention assemblies
- The shared role of the City and the customer in protecting the integrity of the public water supply



Public Education Methods

To ensure effective communication and broad reach, the City will utilize a variety of public education tools, including but not limited to:

- Brochures and educational inserts included with utility billing
- A dedicated webpage featuring CCCP information, FAQs, testing instructions, and approved device lists
- On-site education and explanation during hazard assessments and surveys
- Annual reminder notices regarding testing and maintenance obligations
- Educational signage in municipal buildings and water utility offices
- Targeted outreach during permitting, plan review, and contractor engagement processes

Special Focus for High-Risk Customers

Customers classified as high hazard such as industrial facilities, medical centers, or facilities identified in Appendix D of the CCCPH will receive enhanced education and support. This includes direct communication during hazard assessments and access to additional compliance guidance and resources tailored to their risk classification.

3.1.2 Building Plan Review

The City of Porterville Water Department will coordinate closely with the Department of Public Works in determining cross-connection control requirements during both the planning and retrofit phases of construction. For new construction, approved backflow prevention assemblies shall be installed at the time of utility infrastructure development. In retrofit projects, assembly requirements will be assessed based on current use and hazard potential.

Water system personnel will also participate in the Certificate of Occupancy process to confirm that required backflow protection measures have been completed and documented prior to final occupancy approval.

3.2 Customer Responsibility

Customers are responsible for installing, testing, and maintaining appropriate backflow prevention assemblies on their premises where actual or potential cross-connections exist. They are also responsible for ensuring that all water-using equipment is installed in accordance with applicable plumbing codes, manufacturer requirements, and recognized best practices.

In accordance with CCCPH and City Municipal Code, customers must take reasonable and proactive measures to prevent contamination of the public water supply through internal cross-connections. This includes maintaining all backflow prevention assemblies in proper working conditions, ensuring timely testing by certified testers, and submitting all required documentation to the City.



SECTION 4 SURVEYS AND INSPECTIONS

4.1 Initial Assessments

The City of Porterville will complete initial hazard assessments of all service connections within its service area no later than July 1, 2033.

Hazard assessment will be completed by:

Consultation Company Name:	SoCal Water Pro LLC
Cross-Connection Control Specialist License Number:	03691
Certification Body:	AWWA
Contact Information:	Phone: 805-991-7333 Email: info@socalwaterpro.com

Initial Hazard Assessment Completion Timeline:

Year	Service Connections Assessed
Year one	All Non-Residential and 5% Residential Service Connections
Year Two	15% of Residential Service Connections
Year Three	15% of Residential Service Connections
Year Four	15% of Residential Service Connections
Year Five	15% of Residential Service Connections
Year Six	15% of Residential Service Connections
Year Seven	10% of Residential Service Connections
Year Eight	10% of Residential Service Connections

Process for Completing Initial and Ongoing Assessments

Hazard assessments for all service connections will be conducted by SoCal Water Pro LLC, a company employing certified Cross-Connection Control Specialists (CCCS). All assessments will follow the procedures outlined in Section 3.2.1 (a through c) of the Cross-Connection Control Policy Handbook (CCCPH).

For residential connections, non-physical assessments such as plan review, permit review, or customer questionnaires will be used unless there is reason to believe that a high hazard may exist. In such cases, a physical on-site inspection will be required. For non-residential connections, physical hazard assessments are mandatory due to the increased potential for complex plumbing systems and hazardous materials. All assessments will be thoroughly documented and used to determine the appropriate level of backflow protection based on the degree of hazard identified.



To evaluate the potential for backflow into the City of Porterville's public water distribution system, each initial hazard assessment will consider the following factors:

- The presence of actual or potential cross-connections
- The type and use of materials present or likely to be used on the premises
- The complexity and accessibility of the plumbing system
- The presence of auxiliary water supplies, pumps, or other pressurized systems
- Distribution system conditions that may increase the risk of a backflow event, such as pressure fluctuations from main breaks, high demand situations, or multiple service connections
- Accessibility to the premises
- Any history of backflow incidents at the site
- All applicable criteria outlined in the CCCPH

Each assessment will classify the service connection as high hazard, low hazard, or no hazard. If a backflow prevention assembly (BPA) is already installed at the premises, the assessment must determine whether it provides adequate protection that corresponds with the identified degree of hazard. All initial hazard assessments will be reviewed and approved by a certified Cross-Connection Control Specialist to ensure compliance with all applicable CCCPH requirements and to confirm that appropriate backflow prevention measures are in place.

Backflow Protection

Through initial and ongoing hazard assessments, the City of Porterville will identify actual and potential cross-connections. These hazards will be addressed through the elimination of the cross-connection or by requiring the installation of approved backflow prevention assemblies, devices, or methods that provide protection consistent with the degree of hazard identified in the most recent assessment. The selection of assemblies, devices, or methods must follow the application guidelines set forth in the Cross-Connection Control Policy Handbook (CCCPH).

All backflow prevention assemblies, devices, or methods must comply with the installation requirements outlined in Section 3.3.2 of the CCCPH and the California Plumbing Code.

Fire Service Connections

For fire service connections, customers will have ten years from the effective date of this Cross-Connection Control Program to comply with the following requirements:

1. Install a minimum of a Double Check Detector Assembly (DCDA)



Cross Connection Control Plan

2. Retrofit existing fire service connections with single detector checks to comply with CCCPH requirements, including conversion to an aboveground DCDA
3. Install a Reduced Pressure Principle Assembly (RP) for any fire protection system determined to be a high hazard

Meter Protection

All new non-residential service connections must include appropriate backflow protection, installed immediately downstream of the water meter and upstream of any tees or branches. The type of backflow prevention assembly required, whether a Reduced Pressure Principle Assembly (RP) for high hazard or a Double Check Assembly (DC) for low hazard, will be determined based on a hazard assessment in accordance with CCCPH Section 3.2.1.

All existing service connections will be evaluated for cross-connection hazards. Where protection is deemed necessary, the appropriate assembly must be installed as close as practicable to the water meter and upstream of all other piping or outlets.

Each newly installed or replaced assembly must be included on the list of approved devices maintained by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research (USC FCCCHR). If any modifications are made to an approved assembly, the certified backflow prevention tester must notify the City of Porterville in writing.

Field Testing Requirements

- All backflow prevention assemblies installed under this Program must be tested in the field by a certified backflow prevention assembly tester following initial installation, repair, depressurization, or permanent relocation.
- All field testing must be performed by individuals holding valid certification from an approved agency.
- Testing and all related costs are the responsibility of the customer.
- Each assembly must be tested at least once every twelve months. The City of Porterville may require more frequent testing for assemblies located at high-hazard premises or where previous testing history indicates elevated risk.
- A passing field test must be submitted to the City before continuous water service will be provided to premises with newly installed assemblies.
- If an assembly fails testing, it must be repaired or replaced within thirty calendar days from the date of failure notification.



- If a certified tester observes a backflow incident or detects an unprotected cross-connection during testing, whether at the assembly or upstream of the premises, the tester must notify the City within twenty-four hours. The City will immediately investigate and, if necessary, suspend water service to prevent contamination of the public water system. Service will only be restored once the issue is resolved and a passing test has been submitted.
- If the City receives notice of a failed test result, the customer will be issued a compliance notice requiring correction within thirty days.

Backflow Incident and Unprotected Cross-Connection Reporting

In accordance with the Cross-Connection Control Policy Handbook (CCCPH), the City of Porterville requires any certified backflow prevention assembly tester or water user who observes or suspects a backflow incident or unprotected cross-connection during testing or site evaluation to report the issue to the City immediately, and no later than within twenty-four hours of discovery.

Upon receiving a report of a suspected or confirmed incident, the City of Porterville will take the following actions:

- Initiate an immediate investigation to confirm the incident and evaluate the degree of hazard
- Discontinue water service to the affected premises if the incident is confirmed or if there is a significant risk to the public water supply due to the absence or failure of backflow protection
- Notify and coordinate with the Local Primacy Agency, the Division of Drinking Water, and the Local Health Officer, as required, within twenty-four hours in accordance with CCCPH Section 3.5.3
- Require the user to install, repair, or replace the necessary backflow prevention assembly before service may be restored
- Require the submission of a passing field test report, performed by a certified tester, to verify that the public water system is protected prior to reestablishing service

The preferred method of reporting to the City is by phone. Contact details are as follows:

- **Contact Person:** Jonathan Pruitt
- **Phone:** 559-782-1602
- **Email:** jpruitt@ci.porterville.ca.us

User Supervisor Requirements



The State Water Resources Control Board and the City of Porterville may require the designation of a user supervisor for premises with complex piping systems that convey various fluids or where frequent system changes occur.

If a user supervisor is required, the following conditions apply:

1. The user supervisor must be trained and qualified to manage cross-connection control compliance on-site. The City will recognize training provided by approved organizations such as the American Water Works Association (AWWA), California-Nevada Section, or another approved entity. Training must include identification and prevention of cross-connections, maintenance and operation of backflow prevention assemblies, and an understanding of hazards commonly present in industrial, commercial, and institutional settings. Initial training must be completed before designation, and refresher training will be required at least once every three years, or more frequently if determined by the City. Records of training and certification must be maintained and submitted to the City.
2. The user supervisor is responsible for preventing cross-connections during the installation, operation, and maintenance of the user's plumbing system. The supervisor must be knowledgeable about the fluids used on-site and the appropriate backflow protection measures. They must also notify the City of any piping modifications and maintain current contact information on file with the City.

Unclassified or Special Risk Connections

If a service connection does not fall into a standard customer category, or if unusual plumbing configurations or hazardous activities are suspected, the City of Porterville will require a site-specific hazard assessment. A certified Cross-Connection Control Specialist will conduct a detailed on-site inspection and provide a written hazard report.

The City will review the findings and determine whether the proposed backflow prevention measures are appropriate and consistent with CCCPH requirements. The City reserves the authority to require additional protection based on the nature of the site, water use, and risk to the public water system.

4.2 Follow-up and On-going Surveys and Inspections

Follow-up surveys and inspections are a critical component of maintaining a safe, compliant, and effective Cross-Connection Control Program. These activities are designed to verify that identified hazards remain adequately controlled and that all backflow prevention assemblies (BPAs) continue to operate in accordance with the degree of hazard present at the site.



The City of Porterville will conduct follow-up inspections under the following conditions:

- As part of the required ten-year reassessment cycle, or more frequently if circumstances warrant
- When significant changes are made to plumbing systems, operational processes, or the types of materials handled at a premises
- When there is a change in property ownership or tenancy
- Following a confirmed or suspected backflow incident
- When a BPA fails an annual field test or exhibits frequent performance issues
- At the request of the State Water Resources Control Board or the Local Primacy Agency
- When the City determines that the previously recorded degree of hazard may no longer be accurate or current

During a follow-up inspection, a certified Cross-Connection Control Specialist (CCCS) will:

- Review any changes to on-site plumbing, equipment, water usage, or facility operations.
- Verify the presence, type, and location of all BPAs.
- Confirm that each BPA is appropriate for the current degree of hazard.
- Ensure each assembly is installed in accordance with CCCPH-approved criteria and has current passing test results on file.
- Document any observed cross-connections or code violations and recommend corrective actions if needed.

If any deficiencies are identified or if updated backflow protection is required, the City will issue written notification to the customer. The customer is responsible for completing all required corrections, including installation, repair, or replacement of BPAs, within the timeline provided by the City. Failure to comply may result in water service being discontinued, as allowed under the Cross-Connection Control Program.

All results from follow-up inspections will be recorded in the City's backflow prevention assembly asset management system and retained in accordance with the recordkeeping requirements of the CCCPH.



4.3 Non-residential Inspections

Water service connections to non-residential properties, including commercial establishments, industrial operations, municipal facilities, or other high-use sites—often involve more complex plumbing systems and may involve hazardous substances such as chemicals, sewage, irrigation water, or other potential contaminants. Due to these risks, each non-residential connection will undergo a comprehensive hazard inspection performed by a certified Cross-Connection Control Specialist.

The City of Porterville will designate the certified specialist responsible for completing the inspection and preparing a written hazard assessment report. If the customer declines inspection or if it is not feasible to perform an on-site evaluation, the City's Cross-Connection Control Program Administrator will require the installation of a Reduced Pressure Principle Assembly (RP) to ensure the highest level of protection for the potable water supply.

4.4 Fire Protection

All fire service connections, including systems for sprinklers, standpipes, hydrants, and private fire mains, are subject to hazard assessments conducted by a certified Cross-Connection Control Specialist. These assessments will determine whether the fire protection system presents a high or low hazard to the public water system based on the following criteria:

- Use of chemical additives such as antifreeze or fire retardant foams
- Connection to auxiliary water supplies or non-potable sources
- System configurations such as combined domestic and fire lines or pump-fed systems
- Potential for stagnant water or backpressure conditions
- Presence of on-site storage tanks connected to the fire service line

Backflow Prevention Requirements

- Fire protection systems identified as high hazard must be protected with a Reduced Pressure Principle Assembly or an air gap, located as close as practicable to the meter and upstream of any branches
- Systems identified as low hazard may be protected with a Double Check Detector Assembly (DCDA) or a Double Check Assembly (DC), provided that no chemical additives or auxiliary water supplies are present



All assemblies used for fire protection must be approved by the City of Porterville and listed by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research (USC-FCCCHR).

Installation and Testing

Fire system backflow assemblies must be:

- Installed in accordance with the manufacturer's specifications and the installation requirements of the CCCPH
- Positioned to allow full access for inspection, testing, and maintenance
- Field tested upon installation, annually thereafter, and following any repair, relocation, or depressurization
- Registered and tracked in the City's BPA asset management system

Enforcement

The City of Porterville may deny or discontinue water service to fire protection systems that are not equipped with the required backflow protection, that fail to pass required field tests, or that remain out of compliance following written notice. The City will coordinate with local fire officials and the customer to ensure that fire safety is maintained while also protecting the integrity of the public water supply.

4.5 Reclaimed Water

All properties utilizing reclaimed water must undergo a site-specific hazard assessment performed by a certified Cross-Connection Control Specialist. The purpose of this assessment is to evaluate the configuration and separation of potable and reclaimed systems, confirm that proper backflow prevention is in place, and assess whether the system design poses a risk to the public water supply. The evaluation will also review system labeling, signage, and any history or potential for cross-connections. Dual plumbing systems that use both potable and reclaimed water must be clearly identified and properly constructed to prevent interconnection.

Properties that receive both potable and reclaimed water must install appropriate backflow protection on the potable service line. In most cases, this protection will consist of a Reduced Pressure Principle Assembly installed immediately downstream of the potable water meter and upstream of any additional connections. Any potential connection between potable and reclaimed systems must be isolated with an approved air gap or a backflow prevention assembly authorized by the City of Porterville.



All reclaimed water piping must comply with the California Plumbing Code, including requirements for identification and labeling. Reclaimed water lines must be distinctly marked to prevent confusion with potable lines. Signage must be installed in visible areas to notify occupants and maintenance personnel that reclaimed water is in use and not intended for human consumption.

Backflow prevention assemblies serving reclaimed water systems must be field tested at the time of installation, at least once every twelve months thereafter, and following any repair, relocation, or modification. Any new or modified reclaimed water service must also pass a cross-connection test before activation. All test results must be submitted to the City of Porterville and recorded in the City's backflow prevention asset management system.

If a cross-connection is suspected or confirmed between potable and reclaimed systems, the City will immediately initiate an investigation. Water service may be discontinued if necessary to prevent contamination. Service will not be restored until the hazard has been resolved and a passing test has been submitted by a certified tester. The City will also notify regulatory agencies as required under state reporting protocols.

4.6 Auxiliary Water Source

An auxiliary water source refers to any water supply available to a customer's premises that is not provided through the City of Porterville's approved potable water system. Examples include private wells, cisterns, irrigation systems, rainwater harvesting systems, or any other non-potable source. These sources pose a significant risk of backflow contamination if not properly protected and isolated.

To safeguard the public water supply, the City requires all premises with an actual or potential auxiliary water source to undergo a hazard assessment conducted by a certified Cross-Connection Control Specialist. This assessment will determine the degree of hazard and confirm whether sufficient backflow protection is in place. Any premises that receives both potable and auxiliary water is automatically considered a high hazard under the CCCPH.

Auxiliary sources must not be connected, directly or indirectly, to the potable system unless a properly installed and approved backflow prevention assembly is in place. In most cases, this protection must consist of a Reduced Pressure Principle Assembly located immediately downstream of the potable meter and upstream of any auxiliary connections. The assembly must be tested upon installation, annually, and after any repair or modification. Test results must be submitted to the City and logged into its backflow prevention asset management system.

If an auxiliary source is identified without approved protection, the City will issue a notice of violation. Water service may be discontinued until a compliant assembly is installed.



and a passing test is submitted. Customers must notify the City before installing or activating any auxiliary water source on their property.

In accordance with CCCPH requirements, a shutdown test must be conducted as part of the initial hazard assessment for any property with an auxiliary water source. This test must be completed by a certified Cross-Connection Control Specialist and may be repeated every three years, with annual visual inspections. If a cross-connection is detected, the City will initiate corrective measures and report the issue to the appropriate regulatory agencies.

The City reserves the right to require more frequent testing or additional protective measures based on site-specific risks and will coordinate with public health and environmental agencies as needed.

4.7 Temporary Connections

Temporary connections to the City of Porterville's potable water system are permitted only under controlled and pre-approved conditions. These connections are typically associated with construction, dust control, landscape irrigation, street cleaning, and other short-term activities. Because of their mobile and variable nature, temporary connections pose a potential risk to the water system and must be evaluated individually.

All temporary water use must be approved in advance by the City's Cross-Connection Control Program Administrator. A certified Cross-Connection Control Specialist will determine the hazard level and specify the type of backflow protection required. Depending on the activity, this may include metering, testing, and field inspection prior to use.

Typical examples and corresponding backflow requirements include the following:

- **Public fire hydrants for non-emergency use:** May be metered and require at minimum a double check valve assembly. The assembly must be installed and tested in accordance with City requirements.
- **Truck fill stations:** Must include backflow protection if the truck tank lacks an air gap. Metering may be required based on volume and duration.
- **Temporary irrigation of landscaping or public areas:** May require a pressure vacuum breaker, double check valve assembly, or higher level of protection, depending on site-specific conditions. Metering is typically required.
- **Other miscellaneous uses:** May require a combination of metering, backflow assemblies, inspections, or on-site evaluations to determine adequate protection.

Any backflow assembly used for a temporary connection is approved only for that specific location. If the assembly is relocated, it must be re-approved by the City and retested at the new location before use.



Failure to comply with these requirements may result in denial or termination of service and may trigger enforcement actions. The City encourages early coordination for all temporary water needs to ensure protection measures are in place and service is provided safely.

4.8 Single Family Residential Properties

All properties connected to the City's public water system, including single family residences, must be evaluated for actual or potential cross-connection hazards as required by the CCCPH. While most residential connections are considered low hazard, certain features may increase the risk and require additional protection.

Examples of residential cross-connection hazards include:

- Irrigation systems without approved backflow prevention
- Pools, spas, or decorative ponds connected to a fill line without a Reduced Pressure Principle Assembly
- Evaporative coolers or swamp coolers without backflow protection
- Submerged hoses in containers, tanks, or other vessels
- Hose-end sprayers or aspirators used to apply chemicals

Per CCCPH Section 3.2.1, the City may conduct hazard assessments at residential properties where these conditions exist. A certified Cross-Connection Control Specialist will evaluate the degree of hazard and recommend the appropriate containment method. If a high hazard is confirmed, the City may require installation of a Reduced Pressure Principle Assembly either at the service connection or at the specific point of hazard. For lower hazards, a Double Check Valve Assembly or other approved method may be acceptable.

Although much of residential cross-connection control is managed through the California Plumbing Code and building inspection processes, the City retains authority under CCCPH Section 3.1.3 to require corrective action if unsafe conditions are discovered. This may include assembly testing, relocation, or the installation of new protection.

All required residential backflow assemblies must be tested at the time of installation and annually thereafter. Testing must be completed by a certified backflow prevention assembly tester. Results must be submitted to the City and documented within the backflow prevention tracking system.

4.9 Stop and Waste Valves

Stop and waste valves located between the water meter and the backflow prevention assembly pose a significant cross-connection hazard. These valves often include unprotected outlets or drain ports that may be submerged, exposed to the atmosphere,



or connected to non-potable sources. This creates a potential pathway for contaminants to enter the potable water system through either backpressure or backsiphonage.

In accordance with the Cross-Connection Control Policy Handbook (CCCPH), all premises requiring backflow protection must have an approved backflow prevention assembly installed immediately downstream of the water meter or service connection. The assembly must be located before any tees, branches, or devices, including stop and waste valves. As stated in CCCPH Section 3.2.2(b), the assembly must protect the entire premises and must not be bypassed by any uncontrolled or unprotected outlets located upstream.

Therefore, any irrigation system or water service configuration that includes a stop and waste valve between the water meter and the backflow prevention assembly must be modified to comply with this requirement. The stop and waste valve must either be removed entirely or relocated downstream of the backflow prevention assembly. Water service will not be continued or initiated until this correction has been completed and verified.

All modifications must be inspected and approved by the City of Porterville. The installation must conform to current standards for backflow prevention. A certified backflow prevention assembly tester must test the corrected system, and test results must be submitted to the City for compliance documentation.



SECTION 5 GENERAL BACKFLOW PREVENTION REQUIREMENTS

5.1 Types and Methods of Backflow Prevention

The City of Porterville is committed to protecting the public potable water distribution system from contamination or pollution that may result from cross-connections located on customer premises. In accordance with the Cross-Connection Control Policy Handbook (CCCPH), the City requires the installation of an approved backflow prevention assembly immediately downstream of the water meter or service connection, and before any branches or appurtenances. This form of protection is referred to as containment or meter protection.

While containment provides critical protection for the public water system, it does not replace the need for internal cross-connection control within the customer's property. These internal protections, referred to as isolation, are typically governed by the California Plumbing Code and enforced by local building departments. Isolation measures safeguard the customer's internal plumbing and occupants but are not a substitute for containment at the service connection.

In cases where existing connections are being retrofitted, a combination of containment and isolation may be necessary to ensure comprehensive protection. For such retrofits, the City may consider alternate locations for the containment assembly, subject to case-by-case evaluation and provided that the proposed location ensures full compliance with CCCPH requirements and adequately protects the public water supply.

The type of backflow prevention assembly required is based on the degree of hazard identified at the premises. As described in CCCPH Section 3.2.1, hazard assessments must account for all site-specific conditions, including materials or processes that could adversely affect water quality. Hazards are generally classified into two categories:

- **Pollution**, which alters the taste, odor, or appearance of the water but does not pose a health risk
- **Contamination**, which introduces substances that could cause illness, injury, or death and therefore constitutes a health hazard

Based on the results of the hazard assessment, the City will determine the appropriate level of backflow protection in accordance with the California Health and Safety Code, the California Code of Regulations, the CCCPH, and applicable City ordinances. In situations not specifically addressed by regulation, the City will exercise professional judgment to ensure adequate protection based on the level of risk and accepted industry standards.



As the public water purveyor, the City of Porterville reserves the right to require a higher level of protection than the minimum standards established by state regulations or CCCPH when needed to safeguard public health. Likewise, customers may voluntarily install a higher level of backflow protection to enhance the security of their internal systems and operations.

5.2 List of Approved Assemblies and Devices

To ensure consistent protection of the public water system, all backflow prevention assemblies used for containment must be selected from the list of approved assemblies published by the [University of Southern California Foundation for Cross-Connection Control and Hydraulic Research \(USC-FCCCHR\)](#). This list includes assemblies that have been tested and certified for performance, reliability, and conformance with applicable standards.

The Cross-Connection Control Program Coordinator, in consultation with a certified Cross-Connection Control Specialist, reserves the authority to determine the required type of backflow prevention assembly based on the degree of hazard identified during the site assessment. While the type of protection (such as a reduced pressure principle assembly or a double check valve assembly) is determined by the City, the make, model, size, and orientation of the selected device must appear on the current [USC-FCCCHR list](#) of approved assemblies.

This requirement applies to all new, existing, and replacement backflow prevention assemblies used to protect the City of Porterville's potable water system. Assemblies that do not appear on the USC approved list, or that are no longer recognized due to design changes or revocation of approval, are not permitted for installation or continued use.

All property owners must provide documentation showing that the installed assembly was included on the [USC-FCCCHR approved list](#) at the time of installation. This documentation must be submitted to the City during plan review, installation approval, or during inspection or testing events, as requested. Assemblies that cannot be verified as approved at the time of installation may be subject to removal and replacement at the owner's expense.

Only assemblies installed in accordance with manufacturer instructions, City standards, and applicable codes will be accepted as valid containment devices. The City of Porterville also reserves the right to require orientation-specific assemblies in cases where installation conditions affect performance or testability, and to deny acceptance of assemblies that do not meet minimum access and spacing requirements for inspection, testing, and maintenance.



The design of backflow prevention assemblies must ensure proper containment of potential hazards while meeting all regulatory, spatial, and operational requirements. In accordance with the Cross-Connection Control Policy Handbook (CCCPH), the City of Porterville requires that all backflow prevention assemblies be incorporated into system design in a way that allows protection of the public water system, ease of maintenance, and compliance with local code.

Key design considerations include:

- **Location:** Assemblies must be placed immediately downstream of the water meter or service connection and upstream of any branch or tee, unless otherwise approved. They must not be installed in flood-prone areas or confined spaces without proper accommodations.
- **Accessibility:** Adequate clearance must be provided to allow for testing, repair, and replacement. Assemblies must be safely accessible and visible without obstruction from landscaping or structures.
- **Orientation and Approval:** Only assemblies listed on the USC Foundation for Cross-Connection Control and Hydraulic Research (USC-FCCCHR) list may be specified. The model must be approved for the intended orientation (horizontal or vertical).
- **Site Conditions:** Design must consider drainage for reduced pressure assemblies, protection from freezing or mechanical damage, and long-term access.

Design submittals must include the assembly type, make, model, size, orientation, and location, along with applicable site plans. Final approval is contingent upon conformance with CCCPH, the City of Porterville's standards, and verification through inspection.

5.4 Installation Requirements

Installation of backflow prevention assemblies must follow manufacturer specifications, City of Porterville installation standards, and the CCCPH to ensure the assembly functions properly and provides full protection against backflow.

Installation requirements include:

- **Assembly Location:** The backflow prevention assembly must be installed immediately after the water meter or point of connection, before any tees or branches, and in the approved orientation. Alternative locations must be reviewed and approved by the City.



- **Assembly Type:** The assembly must match the type specified during the hazard assessment and be on the USC-FCCCHR approved list in effect at the time of installation.
- **Physical Protection:** Assemblies must be protected from freezing, flooding, corrosion, and physical damage. Vault installations must include proper drainage and access and comply with confined space safety standards.
- **Clearance and Accessibility:** A minimum of 12 inches clearance below the assembly and at least 12 to 24 inches of frontal access (depending on assembly size) must be maintained for testing and maintenance. The test cocks and shut-off valves must be fully accessible.
- **Relief Valve Drainage:** For reduced pressure assemblies, discharge must be routed to a safe drainage location without risk to structures or pedestrians.
- **Final Inspection and Testing:** Upon installation, the assembly must be tested by a certified backflow prevention assembly tester. A passing field test report must be submitted to the City of Porterville before the connection is considered active and in compliance.

Non-compliant installations will be subject to correction prior to activation or continued service. The City of Porterville reserves the right to enforce stricter installation conditions where deemed necessary to protect the public water system.

5.4.1 Devices and Methods

Non-Testable Backflow Prevention Devices and Air Gaps

Non-testable backflow prevention methods, including air gaps, may be accepted under specific conditions during initial and ongoing hazard assessments conducted by a certified Cross-Connection Control Specialist. These methods may be approved only where they provide adequate protection based on the assessed degree of hazard and meet the requirements of the CCCPH and the California Plumbing Code.

Air gaps must comply with the minimum vertical separation requirements established in the CCCPH and the California Building Standards Code. Non-testable devices shall not be used in place of testable assemblies where the hazard classification is determined to be high or where a testable containment assembly is required by law, regulation, or City policy.

Swivel-Ells

The use of a swivel-ell as a substitute for an air gap in premises containment protection is permitted only in very limited cases involving temporary substitution of tertiary recycled



water use with potable water. The criteria below, as outlined in CCCPH Appendix C and CCR Title 22, Division 4, Chapter 3, must be met for a swivel-ell to be approved:

- I. The swivel-ell must be approved by the State Water Resources Control Board.
- II. The City of Porterville, as the public water system (PWS), must have a fully developed and active cross-connection control program as required by CCCPH Section 3.1.3. The use and operation of the swivel-ell must also be described in the City's Cross-Connection Control Plan, pursuant to CCCPH Section 3.1.4.
- III. The swivel-ell must be designed and constructed in accordance with CCCPH Appendix C.
- IV. The PWS must perform and document annual inspections (at least every 12 months) to verify continued compliance with the design and construction requirements in Appendix C.
- V. The Reduced Pressure Principle Assembly (RP) used with the swivel-ell must be field-tested and confirmed to be functioning properly as follows:
 - a) A visual inspection of the RP must be completed immediately after each switchover from recycled to potable water.
 - b) A field test of the RP must be completed within 72 hours of each switchover.
 - c) If potable water is supplied to the recycled water use site, the RP must be tested at least once every 12 weeks.
- VI. A legally binding agreement must exist between the PWS (City of Porterville) and the recycled water provider. This agreement must be signed by authorized legal representatives and must include the following requirements:
 - a) The State Water Board must be notified within 24 hours of each switchover to or from potable water. The notification must include an estimated timeframe for the next switchover and the results of field testing required in item 5.
 - b) A trained representative of the PWS must be present to supervise every switchover event.
 - c) If requested by the State Water Board, the PWS must submit a written report within seven days of each switchover. The report must describe compliance with this section and include potable and recycled water usage data.



5.4.2 Reduced Pressure Principle Assembly (RP or RPDA)

A Reduced Pressure Principle Assembly (RP) is a testable backflow prevention device designed to protect against both pollution and contamination under conditions of backsiphonage or backpressure. It is suitable for most high-hazard applications except for those involving sewage or reclaimed water.

Device Components

An RP must:

- Contain two independently acting approved check valves
- Include a hydraulically operated, mechanically independent pressure relief valve between the check valves and below the first check valve
- Have resilient-seated test cocks and shut-off valves at each end
- Be certified by a recognized testing lab and listed on the USC-FCCCHR approved assembly list

Installation Requirements

Unless otherwise approved by the City's CCCP Coordinator, RPs must be:

- Installed immediately downstream of the service connection, with no connections or outlets upstream of the assembly
- Mounted in a horizontal and level position (vertical only if specifically approved for that orientation)
- Located above ground, with the bottom 12 to 36 inches above finished grade
- Protected from flooding, with adequate drainage and a free-flowing air-gapped drain
- Accessible for testing and maintenance, with at least 12 inches clearance above, 24 inches on the test-cock side, and 12 inches on other sides
- Indoors only if all clearance and drainage requirements are met
- Installed with expansion tanks or pressure relief valves as needed to protect against thermal expansion or water hammer

Reduced pressure detector assembly as an assembly designed to protect against pollution and contamination which is composed of a line-sized, reduced pressure principle assembly and a bypass that contains a water meter and another reduced pressure principle assembly.

This type of assembly is acceptable for use on Class 4, Class 5 or Class 6 fire sprinkler systems.



Use Conditions

RP's must be tested at installation and annually by a certified tester. All results must be submitted to the City of Porterville. RP's are approved for continuous pressure applications and provide protection against both types of backflows when properly installed and maintained.

5.4.4 Double Check Valve Assembly (DC)

A Double Check Valve Assembly (DC) is a testable backflow prevention device designed to protect against low-hazard (non-health) backflow conditions, including both backsiphonage and backpressure. It consists of:

- Two independently acting, approved check valves
- Tightly closing resilient seated shutoff valves at each end
- Properly located test cocks for testing and maintenance
- Certification and listing by an approved testing agency such as USC-FCCCHR

Installation Requirements

Unless otherwise authorized by the City's Cross-Connection Control Program Coordinator:

- The DC must be installed immediately downstream of the service connection, with no connections or outlets upstream of the assembly.
- It should be installed above ground in a horizontal and level position, or in a vertical orientation if specifically approved by the manufacturer and certified for vertical use.
- The assembly must be mounted 12 to 36 inches above finished grade and be readily accessible for inspection and testing.
- Expansion tanks or pressure relief valves must be installed when needed to control thermal expansion or water hammer.

Vault Installations

If above-grade installation is not feasible and a below-grade vault is approved:

- The top of the assembly must not be more than 8 inches below grade.
- Minimum clearances must include:
 - 12 inches below the assembly
 - 24 inches on the test-cock side
 - 12 inches on other sides



- The vault must have drainage to daylight or free-draining soil, be protected from flooding and freezing, and must not be located in areas with vehicular traffic.
- The vault must also be secured against vandalism.

Indoor Installations

Indoor installations are permitted only if all accessibility and clearance requirements are met:

- 12 inches clearance on top
- 24 inches on the test-cock side
- 12 inches on other sides

DCs are suitable for non-health hazards and are commonly used for irrigation systems, cooling towers, and other general-purpose applications. They may be used under continuous pressure.

5.4.5 Double Check Detector Assembly (DCDA)

A Double Check Detector Assembly (DCDA) is a specialized testable assembly designed for use in Class 1, Class 2, or Class 3 fire sprinkler systems where the hazard is non-health related. It consists of:

- A line-sized double check valve assembly
- A bypass line containing a smaller double check valve assembly and a water meter
- Two resilient seated indicating shutoff valves (OS&Y or similar)

DCDAs are intended to monitor low-volume flow in fire protection systems, such as slow leaks or unauthorized use, without interfering with normal system activation. The bypass meter records small quantities of water to detect system activity between inspections or emergency use.

Installation and Use

DCDAs must follow the same clearance, orientation, and protection standards as DCs, including above-grade or vault placement.

- The bypass must be plumbed properly to ensure accurate metering and backflow prevention.
- The device must be installed immediately downstream of the service connection to protect the entire fire line.

- A DCDA may not be used where chemical additives or non-potable water are introduced into the fire system. In such cases, an RPDA or RP assembly is required.

DCDAs are not required to be continuously metered but provide valuable monitoring capability for fire systems with infrequent flow. Testability, proper installation, and annual testing remain mandatory.

5.4.6 Vacuum Breaker Assemblies

“Atmospheric vacuum breaker” means a vacuum breaker that contains an air inlet valve, a check seat and one or more air inlet ports, in which:

1. The flow of water causes the air inlet valve to close the air inlet ports; and
2. When the flow of water stops:
 - a. The air inlet valve falls and forms a check valve against backsiphonage; and
 - b. The air inlet ports open to allow air to enter and satisfy the vacuum.

Pressure vacuum breaker is defined as:

3. Contains an independently operating, internally loaded approved check valve and an independently operating, loaded air inlet valve located on the discharge side of the approved check valve; and
4. Is equipped with properly located, resilient seated test cocks and tightly closing, resilient seated shutoff valves which are attached at each end of the assembly.

Use of vacuum breakers

1. An atmospheric vacuum breaker or pressure vacuum breaker may be used only for protection against pollution or contamination under conditions of backsiphonage.
2. If an atmospheric vacuum breaker is used:
 - a. The vacuum breaker must be installed not less than 6 vertical inches above the highest point of the downstream piping.
 - b. Any associated shutoff valve must be installed upstream from the vacuum breaker.
 - c. The vacuum breaker must not be subjected to operating pressure for more than 12 hours in any 24-hour period.
 - d. Flow from the protected fixture must be to the atmosphere.
3. If a pressure vacuum breaker is used, the vacuum breaker:
4. Must be installed:



- i. Upstream from the terminal shutoff valve; and
 - ii. Not less than 12 vertical inches above the highest point of the downstream outlet, valve or piping.
- e. Must not be installed at a location where backpressure will occur.



SECTION 6 TESTING AND TRACKING

All backflow prevention assemblies used for service connection (containment) protection must be tested at least once annually by a certified backflow prevention assembly tester. Testing is also required:

- After installation of a new assembly
- After repair, replacement, or relocation
- Following a confirmed or suspected backflow incident
- More frequently, if determined necessary by the City based on the degree of hazard

Certification of Testers

Pursuant to the California Code of Regulations and the CCCPH, backflow prevention assembly testers must be certified by one of the following:

- California-Nevada Section of the American Water Works Association (AWWA)
- American Backflow Prevention Association (ABPA)
- Another organization approved by the State Water Resources Control Board (SWRCB)

Prior to performing any testing within the City of Porterville, each certified tester must register with the Cross-Connection Control Program. Registration must include:

- A copy of the tester's valid certification from an approved agency (AWWA, ABPA, or SWRCB-approved equivalent)
- The serial number and model of the tester's gauge
- A current calibration certificate for the test kit (dated within the past 12 months)

The City will store this information in its BPA management system. Test results from unregistered testers will not be accepted.

Testing Responsibilities and Compliance

It is the customer's responsibility to ensure that assemblies installed on their premises are tested as required. A passing test result must be submitted to the City of Porterville as a condition for receiving or continuing water service. Test results must be submitted within 30 days of the annual due date or the date of any repair or reinstallation.



Test reports must be submitted in a format approved by the City and directed to the CCCP Coordinator. Failure to submit required test results, repairs, or replacement documentation may result in service interruption and/or administrative penalties.

Notification and Documentation

The City will provide customers with mailed notice approximately 60 days in advance of their assembly's annual test due date. Customers are responsible for scheduling a certified tester and completing any needed repairs.

All test results, repair records, and related documentation must be retained by the customer and submitted to the City for tracking. The City of Porterville will maintain test records and compliance documentation for a minimum of five years, in accordance with CCCPH Section 3.3.3.

6.1 Repair or Replacement

In accordance with the Cross-Connection Control Policy Handbook (CCCPH), any backflow prevention assembly that fails a field test must be repaired or replaced within 30 days of the failed test. The customer is responsible for ensuring timely corrective action and providing all necessary documentation to the City of Porterville.

All replacement assemblies must:

- Match the required level of protection based on the assessed degree of hazard
- Be listed on the [USC Foundation for Cross-Connection Control and Hydraulic Research \(USC-FCCCHR\) approved assemblies list](#)
- Be installed in accordance with the CCCPH, manufacturer specifications, and City of Porterville standards

Following repair or replacement, the assembly must be retested by a certified backflow prevention assembly tester, and the passing test report must be submitted to the City's Cross-Connection Control Program Coordinator. The City may issue additional enforcement notices or suspend water service if testing documentation is not received within the required timeframe.

Failure to complete corrective action and submit required documentation within 10 days may result in penalties or discontinuation of water service until compliance is achieved.



SECTION 7 ENFORCEMENT AND PENALTIES

As part of the Cross-Connection Control Program, a contracted Certified Cross-Connection Control Specialist will conduct initial surveys to identify and classify customer types within the City of Porterville's water system. These surveys help determine the appropriate level of backflow protection based on the nature of the premises and the degree of hazard present.

Where warranted, follow-up surveys or inspections will be performed to confirm that the appropriate backflow prevention assemblies are in place and functioning. These assessments will also verify whether corrective actions identified during the initial review have been completed in accordance with program requirements.

Failure to comply with CCCPH, City ordinances, or the provisions of this Cross-Connection Control Program will result in a progressive enforcement process. The City of Porterville will take the actions outlined below to achieve compliance and protect the public water supply.

Enforcement Actions Chart		
Violation	Condition	Enforcement Actions
Failure to Comply	A cross-connection has been identified, and either no backflow prevention assembly (BPA) has been installed or the existing BPA is not appropriate for the degree of hazard.	1. The customer will have thirty calendar days from the assessment date to install an approved BPA. 2. If noncompliance continues after thirty days, a follow-up assessment will be conducted. If the issue remains unresolved, a formal Notice to Comply will be issued. 3. If compliance is not achieved within sixty days of the original assessment, water service may be discontinued.
Failure to Test	A BPA needs to be tested.	1. The customer will have thirty calendar days from the date of notification to complete the required test. 2. If the test is not completed within thirty days, a Notice to Comply will be issued. 3. If testing is not completed within sixty days, water service may be discontinued.
Failure to Repair	A BPA needs to be replaced or maintained.	1. The customer will have thirty calendar days from the date of assessment to repair or replace the assembly.



		2. If the customer remains out of compliance after thirty days, a follow-up assessment will be conducted and a Notice to Comply will be issued. 3. If the assembly has not been repaired or replaced within sixty days, water service may be discontinued.
Repeat Noncompliance or Immediate Risk	The customer has a history of noncompliance or the identified hazard poses an immediate threat to public health.	Water service may be discontinued within twenty-four hours depending on the severity of the hazard. Additional penalties may apply.

Follow-Up and Penalties

Once corrective actions are completed, the City will conduct follow-up inspections to confirm compliance. All backflow prevention assemblies must pass testing by a certified tester, and supporting documentation must be submitted to the City for approval.

In cases of repeated noncompliance, failure to respond to official notices, or the existence of an immediate threat to public health, the City of Porterville reserves the right to suspend water service until all corrective actions are verified and completed. Penalties may also include additional inspection fees or administrative fines as authorized by local ordinance.

The enforcement procedures outlined above ensure that the City of Porterville complies with the California Code of Regulations, the Cross-Connection Control Policy Handbook, and applicable public health protection standards.

7.1 Failure to Comply

All new construction projects within the City of Porterville must comply with the City's Cross-Connection Control Program and incorporate the appropriate backflow prevention measures before a Certificate of Occupancy is issued. Water service will not be activated until a properly sized and approved backflow prevention assembly has been installed and tested by a certified backflow prevention assembly tester. The installation and testing must be conducted in accordance with the Cross-Connection Control Policy Handbook, applicable CalEPA guidelines, and must meet the satisfaction of the City's Cross-Connection Control Program Coordinator.

If an existing customer is required to install a backflow prevention assembly for meter protection following a hazard assessment, the City recognizes that a reasonable amount of time may be needed to:

1. Identify and secure funding for the installation
2. Complete design work and obtain City approval
3. Install and test the assembly through a certified tester to ensure proper operation

In such cases, the City will collaborate with the customer to establish a mutually agreed-upon compliance timeline. The timeline will be determined based on the degree of hazard present and the urgency of protection needed.

Typical guidance includes the following:

- For high-hazard premises, where an air gap or Reduced Pressure Principle Assembly is required, installation and testing should be completed within ninety calendar days of notification. In certain cases, the timeline may be shortened due to elevated risk, or extended slightly upon City approval based on site-specific conditions.
- For low to medium-hazard premises, where a Double Check Valve Assembly is deemed appropriate, compliance is generally expected within one hundred eighty calendar days of written notice.

If an actual cross-connection is discovered, the customer must correct the issue within thirty calendar days of written notice. Water service may be immediately discontinued if the hazard poses an imminent threat to the public water system.

Failure to meet the agreed-upon deadline or to comply with any requirement of the Cross-Connection Control Program may result in citations, penalties, or disconnection of water service until full compliance is verified.

7.2 Failure to Test or Repair

If a customer fails to submit the required test results, documentation of repairs, or confirmation of assembly replacement within thirty calendar days of the test due date, enforcement actions will be implemented in accordance with the City's Municipal Code. Although there is currently no established rate structure, applicable penalties may still be enforced as permitted by law.

The City will work with the customer to establish a final compliance timeline, not to exceed an additional thirty days, for the customer to complete the required testing, repair, or replacement.

Alternatively, if the customer provides written approval, the City's Cross-Connection Control Program Administrator may coordinate the required services. All associated costs will be the responsibility of the customer.



If the customer fails to respond or take action within the allotted timeframe, the City may discontinue water service in accordance with the Cross-Connection Control Policy Handbook and City policy.

7.3 Unauthorized Actions and Access Restrictions

Unauthorized replacement, removal, tampering, bypassing, or any action that renders a backflow prevention assembly inoperable is a violation of the City of Porterville's Cross-Connection Control Program. Such actions compromise the safety of the public water system and are grounds for immediate termination of water service.

Any modification, deviation, or use of non-standard methods or materials related to the installation, maintenance, or operation of a backflow prevention assembly must be reviewed and authorized by the City of Porterville's Cross-Connection Control Program Coordinator or their designated representative. Unauthorized changes are considered non-compliant and may result in enforcement action.

If City personnel are unable to access a property to conduct a required hazard assessment or inspection to determine the presence of a cross-connection, the property owner will be required to install a reduced pressure principle assembly at the service connection. The installation must comply with all applicable regulations, and the test results and documentation must be submitted to the City for approval.

Failure to comply with these requirements, including denial of access, unauthorized system modifications, or failure to install required protection, may result in disconnection of water service until the issue is resolved and full compliance is demonstrated.



SECTION 8 SIGNATURES

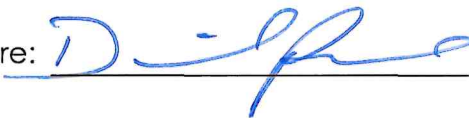
Certification

I certify that the information submitted in this Cross-Connection Control Plan is accurate and we will comply with the Cross-Connection Control Policy Handbook (effective date July 1, 2024). Our public water system will ensure its Cross-Connection Control Plan is at all time representative of the current operation of its Cross-Connection Control Program.

Attached are copies of our backflow prevention assembly and our Cross-Connection Control enforcement authority.

Name: DAVID PAYNE

Name: Timothy Lewsadder

Signature: 

Signature: 

Date: 6-23-25

Date: 6/16/2025

Cross-Connection Control Coordinator

Cross-Connection Control Specialist

DDW / LPA Review:

The public water system has demonstrated compliance with the Cross-Connection Control Plan requirements of the CCCPH.

Name: _____

Name: _____

Signature: _____

Signature: _____





APPENDICES

1. **Appendix A:** Notice to Install Backflow Prevention Assembly for Meter Protection.
2. **Appendix B** Notice of Noncompliance – Backflow Prevention Assembly Not Installed
3. **Appendix C:** Backflow Prevention Assembly Test Notification Letter
4. **Appendix D:** Noncompliance – Backflow Prevention Assembly Testing Not Completed Notification Letter
5. **Appendix E:** Water Shutdown Notification Letter
6. **Appendix F:** Customer Complaint Form
7. **Appendix G:** Backflow Incident Report Form
8. **Appendix H:** City of Porterville Municipal Code: Resolution NO. 9615 Cross-Connection and Backflow Preventions.
9. **Attachment 1.** Record of Backflow Assemblies & Devices



APPENDIX A

Notice to Install Backflow Prevention Assembly for Meter Protection



[Today's Date]

[Customer Name]

[Customer Address]

[Customer Address]

Dear: [Customer Name]

Subject: Notice to Install Backflow Prevention Assembly for Meter Protection

To comply with the California Code of Regulations and the City of Porterville's Cross-Connection Control Program, your property, identified as a [type of business], must install a [type of backflow prevention assembly] immediately downstream of the water meter to protect the public water supply from potential contamination.

A cross-connection occurs when non-potable water has the potential to flow back into the potable system, often due to backpressure or back-siphonage. Examples include irrigation systems, chemical tanks, or unprotected plumbing connections. State regulations and our program require backflow assemblies to prevent such incidents.

As an existing customer, we recognize that compliance may require time for funding, design approval, and coordination with a certified tester. Based on your hazard classification [high, medium, or low], you are granted [90 or 180] days from the date of this notice to complete installation and testing.

Failure to comply may result in enforcement action, including discontinuation of water service. The City's Cross-Connection Control Plan is available at: <http://https://www.ci.porterville.ca.us>

Please contact us at [Phone Number] to confirm receipt of this notice and your plan to comply. We are available to assist with any questions.

Sincerely,

[CCCCP Coordinator Name and Signature]

City of Porterville,
Cross-Connection Control Program Coordinator



APPENDIX B

Notice of Noncompliance – Backflow Prevention Assembly Not
Installed



[Today's Date]

[Customer Name]

[Customer Address]

[Customer Address]

Subject: Notice of Noncompliance – Backflow Prevention Assembly Not Installed

Dear [Customer Name],

Your facility, identified as a [type of business], is required under the California Code of Regulations and the City of Porterville's Cross-Connection Control Program (CCCP) to install a [type of backflow prevention assembly] immediately downstream of the water meter to protect the public water supply. This requirement is based on your facility's classification as a [high, medium, or low] hazard risk. The full CCCP is available at <https://www.ci.porterville.ca.us>.

According to the City's prior notification dated [Original Letter Date], you were given [90 or 180] days to complete this installation. As of today, the required assembly has not been installed or tested.

You must contact this office immediately to confirm when the backflow prevention assembly will be installed and tested by a certified Backflow Prevention Assembly Tester. This must be completed within thirty calendar days from the date of this letter unless the City provides written approval for an alternate timeline. If compliance is not achieved by [Insert Deadline: Today's Date + 30 days], water service to your facility may be terminated without further notice.

Thank you for your prompt attention. Please contact me at [Phone Number] with any questions or to provide an update.

Sincerely,

[CCCP Coordinator Name]

City of Porterville

Cross-Connection Control Program Coordinator



APPENDIX C

Notice of Noncompliance – Backflow Prevention Assembly Not
Installed



Cross-Connection Control Program

[Today's Date]

[Customer Name]

[Customer Address]

[Customer Address]

Dear: [Customer Name]

Subject: Backflow Prevention Assembly Testing Requirement

Our records show that your facility has a backflow prevention assembly installed to protect the City of Porterville's water distribution system from potential cross-connections in the event of backflow.

The assembly listed below is now due for [semi-annual or annual] testing by a certified backflow prevention assembly tester:

Assembly Information:

- **Brand:** [Brand] **Size:** [Size] **Type:** [Type]
- **Model:** [Model] **Serial Number:** [Serial No.]
- **Location:** [Description of location]

The required testing must be completed by [Due Date]. In accordance with the City's Cross-Connection Control Program, the test results and any necessary repair or replacement documentation must be submitted within thirty calendar days of this due date.

Failure to comply will result in a late fee per the City's rate schedule. If testing, repair, or replacement is not completed within sixty days of the required test date, water service may be discontinued.

If needed, you may coordinate with the City's Cross-Connection Control Program Administrator to have the work performed. All associated costs will be your responsibility.

Please contact our office at [Phone Number] if you have any questions or need assistance.

Sincerely,

[CCCCP Coordinator Name and Signature]

City of Porterville, Cross-Connection Control Program Coordinator



APPENDIX D

Noncompliance – Backflow Prevention Assembly Testing Not
Completed Notification Letter



[Today's Date]

[Customer Name]

[Customer Address]

[Customer Address]

Dear: [Customer Name]

Subject: Noncompliance – Backflow Prevention Assembly Testing Not Completed

We previously sent [a notice / two notices] regarding your obligation to complete testing of your backflow prevention assembly by [Original Test Due Date], in accordance with the City of Porterville's Cross-Connection Control Program.

Assembly Details:

- **Brand:** [Brand] **Size:** [Size] **Type:** [Type]
- **Model:** [Model] **Serial Number:** [Serial No.]
- **Location:** [Location Description]

As of the date of this letter, we have not received the required test results, repair verification, or replacement documentation from a certified backflow prevention assembly tester. Compliance with the Cross-Connection Control Policy Handbook and the City of Porterville's water system requirements is mandatory.

Failure to submit the required documentation within thirty calendar days of the original test due date has resulted in a late charge in accordance with the City's approved rate structure.

You must contact our office immediately to confirm when the assembly will be tested, repaired, or replaced if necessary. This must be completed within thirty days of this letter. Alternatively, with your written consent, the City may coordinate testing or repairs on your behalf, with all associated costs billed to you.

If compliance is not achieved by [Original Test Due Date + 60 Days], water service may be discontinued.

Please contact us at [Phone Number] if you have any questions or need assistance.

Sincerely,

[CCCCP Coordinator Name and Signature]

City of Porterville, Cross-Connection Control Program Coordinator



APPENDIX E

Water Shutdown Notification Letter



[Today's Date]

[Customer Name]

[Customer Address]

[Customer Address]

Dear: [Customer Name]

Subject: Temporary Water Service Shut Down

Please be advised that a temporary shutdown of [Specific Water Service] is scheduled due to:

- ☐ Backflow assembly testing
- ☐ Code compliance
- ☐ Emergency repairs
- ☐ Preventative maintenance

This shutdown will affect your service on [Date], between the hours of [Start Time] and [End Time].

This work is necessary to maintain safe and reliable water service. If the scheduled time poses a significant disruption to your operations, rescheduling may be possible. To request a postponement, please contact [Water System Contact Name] at [Phone Number] no later than [Date].

We appreciate your understanding and cooperation. For further questions or concerns, feel free to contact our office at [Phone Number].

Sincerely,

[CCCP Coordinator Name and Signature]

City of Porterville,
Cross-Connection Control Program Coordinator



APPENDIX F

Customer Complaint Form



City of Porterville

Water Quality/Consumer Complaint Report Form

Instructions:

This form is provided to guide the utility while evaluating water quality data or consumer complaints.

Complaint is based on:

☐ Quality ☐ Quantity ☐ Color ☐ Odor ☐ Other:

What is the water quality complaint?

What are the specifics of the color, odor, pressure, or taste associated with the complaint?

Do other consumers have the same complaint?

Are the unusual water quality observations sporadic over a wide area, or are they clustered in a particular area?

What is the extent of the area?

☐ A pressure zone ☐ A neighborhood ☐ A city block ☐ A street ☐ A building

Based on recent complaints, does the unusual water quality appear to be part of a trend (i.e., occurring over several days or longer)?

Internal Questions for System Operators:

What is the baseline of "normal" water quality for...?

Quality:
Quantity:
Color:
Odor:



Have there been any operational changes at the plant or in the affected area of the system?	☐ Yes ☐ No
Has there been any flushing or distribution system maintenance in the affected area?	☐ Yes ☐ No
Has there been any repair or construction in the area that could impact water quality?	☐ Yes ☐ No
Does a cross-connection control device protect the property?	☐ Yes ☐ No
Name of person completing form:	Date/time:
Name of person reviewing complaint:	Date/time:
What was the outcome?	Date/time:



APPENDIX G

Backflow Incident Report Form



Backflow Incident Report Form

City of Porterville	
Backflow incident Report	
Instructions: This form is provided to assist in documenting a backflow event and a remediation course	
Backflow is suspected based on:	☐ Quality ☐ Taste ☐ Color ☐ Odor ☐ Other:
Location of Origin	
What are the specifics of the color, odor, pressure, or taste associated with the complaint?	
Do other consumers have the same complaint?	
Are the unusual water quality observations sporadic over a wide area, or are they clustered in a particular area?	
Based on recent complaints, does the unusual water quality appear to be part of a trend (i.e., occurring over several days or longer)?	☐ Yes ☐ No



What is the extent of the area?

- ☐ A pressure zone ☐ A neighborhood
☐ A city block ☐ A street
☐ A building

Specific Actions

Actions Taken

Backflow Prevention
Assembly Present?

- ☐ Yes
☐ No

If yes, identify
make/model and
location

If there is a backflow
prevention assembly,
when was it tested last?
Tester's name and
license #?

- ☐ Yes
☐ No

Type of Hazard?

- ☐ Health/Contamination
☐ Non-health / Pollution

Agencies/people
notified?

- ☐ Yes
☐ No

Identify agencies/names

Identify Follow Up
Actions Taken

Name of the person investigating incident:

Date/time:

Supervisor

Date/time:



APPENDIX H

City of Porterville Municipal Code: Resolution NO. 9615
Cross-Connection and Backflow Preventions

RESOLUTION NO. 9615

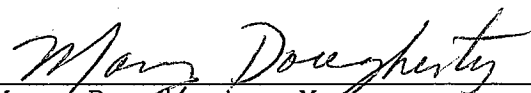
A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE ESTABLISHING STANDARDS
FOR CROSS CONNECTION AND BACKFLOW PREVENTION

WHEREAS, an ordinance was approved which allows Council to
set standards for cross connection control and backflow prevention;
and

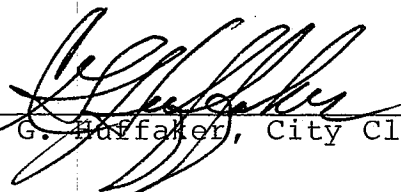
WHEREAS, such standards will provide effective control consis-
tent with the degree of hazard which is not specifically regulated
by the Plumbing Code; and

WHEREAS, these standards will insure our distribution system
is protected from contamination.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City
of Porterville that the attached Standard for Backflow Prevention
be adopted.


Mary Dougherty, Mayor

ATTEST:


C. G. Huffaker, City Clerk

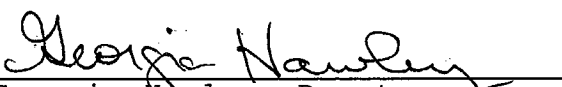
STATE OF CALIFORNIA)
(SS
COUNTY OF TULARE)

I, C. G. HUFFAKER, the duly appointed City Clerk of the City of
Porterville, do hereby certify and declare that the foregoing is a
full, true and correct copy of a resolution duly and regularly passed
and adopted at a regular meeting of the Porterville City Council
regularly called and held on the 7th day of July, 1981.

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

AYES: COUNCILMEN: Ferrell, ~~Mokan~~, Tree, Durbin, Dougherty,
NOES: COUNCILMEN: None
ABSENT: COUNCILMEN: Moran

C. G. HUFFAKER, City Clerk


Georgia Hawley, Deputy

STANDARD FOR BACKFLOW PREVENTION

1.1 CROSS CONNECTIONS AND BACKFLOW PROTECTION.

SECTION 11-1.101 - PURPOSE. The purpose of this Standard is (1) to protect the public water supply against actual or potential cross-connections by isolating within the premise contamination or pollution that may occur because of some undiscovered or unauthorized cross-connection on the premise; (2) to eliminate existing connections between drinking water systems and other sources of water that are not approved as safe and potable for human consumption; (3) to eliminate cross-connections between drinking water systems and other sources of water or process solution used for any purpose whatsoever which may jeopardize the safety of the drinking water supply; (4) to prevent the making of cross-connections in the future; (5) to encourage the exclusive use of public sources of water supply; (6) to protect the drinking water supply within the premise where plumbing defects or cross-connections may endanger the drinking water supply available on the premise. It is the intent of this article to recognize that there are varying degrees of hazard and to apply the principle that the degree of protection should be commensurate with the degree of hazard.

SECTION 11-1.102 - DEFINITIONS. For the purpose of this Standard, unless it is plainly evident from the context that a different meaning is intended, certain terms used herein are defined as follows:

(a) Air Gap Separation means a physical break between a supply pipe and a receiving vessel. The air gap shall be at least double the diameter of the supply pipe, measured vertically above the top rim of the vessel, and in no case less than one inch.

(b) Approved Check Valve means a check valve that seats readily and completely. It must be carefully machined to have free-moving parts and assured watertightness. The face of the closure element and valve seat must be bronze, composition, or other noncorrodible material which will seat tightly under all prevailing conditions of field use. Pins and bushings shall be of bronze or other noncorrodible, nonsticking material, machined for easy, dependable operation. The closure element (e.g., clapper) shall be internally weighted or otherwise internally equipped to promote rapid and positive closure in all sizes where this feature is obtainable.

(c) Approved Double Check Valve Assembly means an assembly of at least two independently acting approved check valves including tightly closing shutoff valves on each side of the check valve assembly and suitable leak detector drains plus connections available for testing the watertightness of each check valve. Unless otherwise authorized by the Director, a

pressure relief valve, rated at no more than 50 p.s.i. greater than the water service pressure, shall be installed on the downstream side of the double check valve assenbly.

(d) Approved Reduced Pressure Principle Backflow Prevention Device means a device incorporating two or more check valves and an automatically operating differential relief valve located between the two checks, two shutoff valves, and equipped with necessary appurtenances for testing. The device shall operate to maintain the pressure in the zone between the two check valves, less than the pressure on the public water supply side of the device. At cessation of normal flow the pressure between the check valves shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve shall operate to maintain this reduced pressure by discharging to the atmosphere. When the inlet pressure is two pounds per square inch or less, the relief valve shall open to the atmosphere thereby providing an air gap in the device. To be approved, these devices must be readily accessible for maintenance and testing and installed in a location where no part of the device will be submerged. Unless otherwise authorized by the Director, a pressure relief valve, rated at no more than 50 p.s.i. greater than the water service pressure, shall be installed on the downstream side of the reduced pressure principle flow prevention device.

(e) Approved Water Supply means any water supply approved by, or under the public health supervision of, a public health agency of the State of California, the County of Tulare, or the City of

Porterville. In determining what constitutes an approved water supply, the Department of Public Health of the State of California (herein called State Department of Public Health) shall have the final judgment as to its safety and potability.

(f) Auxiliary Water Supply means any water supply on or available to the premises other than the City water supply.

(g) City means the City of Porterville.

(h) City Health Officer means the Tulare County Health Officer, his assistants, or authorized deputies acting as, or any other person appointed as, Health Officer of the City of Porterville.

(i) City Water Supply means an approved water supply sold and delivered to consumers' premises through the Water Works System of the City of Porterville.

(j) Consumer means any person to whom water is sold and furnished from the City water supply by the City of Porterville.

(k) Contamination means an impairment of the quality of the City water supply by the presence of any foreign substance (organic, inorganic, radiological or biological) to a degree which creates a hazard to the public health through poisoning or through the spread of disease.

(l) Cross Connection means any unprotected connection between any part of the City water works system used or intended to supply water for drinking purposes and any source or system containing water or substance that is not or cannot be approved as safe, wholesome, and potable for human consumption.

(m) Director means the Community Development Director of the

City of Porterville, or his authorized representatives.

(n) Person means any natural person, firm, association, organization, partnership, trust or association of persons, joint venture, corporation, or company, and includes the United States, the State of California, the County of Tulare, any Special Purpose District, and any officer or agent thereof.

(o) Premises means integrated land area including improvements thereon undivided by public thoroughfares or water distribution mains of the City of Porterville and where all parts of the premises are operated under the same management and for the same purpose.

(p) Protective Device means any of the following devices:

1. Air Gap Separation,
2. Approved Reduced Pressure Principle Backflow Prevention Device, or
3. Approved Double Check Valve Assembly.

(q) Service Connection means the terminal end of a service connection from the City water supply at its point of delivery to the consumer. If a meter is installed "service connection" means the downstream end of the meter. No unprotected takeoffs from the service line ahead of any meter or backflow protective device located at the point of delivery to the consumer shall be permitted.

SECTION 11-1.103 - WHERE PROTECTION REQUIRED: TYPE OF PROTECTION.

(a) Auxiliary Water Supply. Each service connection from the City water supply for furnishing water to premises having an auxiliary

water supply shall be protected against backflow of water from the premises into the City water supply, unless the auxiliary water supply is an approved water supply or is accepted as an additional source by the Director and is approved by the State Department of Public Health.

(1) If the auxiliary water supply is not an approved water supply, or if it is not accepted as an additional source and approved in the manner specified above, and the auxiliary water supply is handled in a separate piping system with no known cross-connection, the City water supply shall be protected by an approved double check valve assembly installed at the service connection to the premises. When the auxiliary water supply may be contaminated, the Director may order the City water supply protected by an air gap separation or an approved reduced pressure principle backflow prevention device installed at the service connection.

(2) If the auxiliary water supply is not an approved water supply, or if it is not accepted as an additional source and approved in the manner specified above, and cross-connections are known to exist between the City water supply and the auxiliary water supply which cannot presently be eliminated, the City water supply shall be protected by an approved reduced pressure principle flow prevention device installed at the service connection to the premises. A double check valve assembly may be used

in lieu of such device if the experience of the Director indicates that double check valves are reliably operated, and if approved by the Director.

When the auxiliary water supply may be contaminated, the Director may order the City water supply protected by an air gap separation installed at the service connection.

(b) Toxic or Hazardous Substances Under Pressure. At the service connection to any premises on which any material dangerous to health or toxic substance in toxic concentration is or may be handled under pressure, the City water supply shall be protected by an air gap separation. The air gap shall be located as close as practicable to the service cock and all piping between the service cock and receiving tank shall be entirely visible. If these conditions cannot reasonably be met, the City water supply shall be protected with an approved reduced pressure principle backflow prevention device which is acceptable to both the Director and the State Health Officer.

(c) Toxic or Hazardous Substances Not Under Pressure. At the service connection to any premise on which any material dangerous to health or toxic substance in toxic concentration is not handled under pressure but is otherwise handled in such a manner as to constitute a cross-connection, the City water supply shall be protected by an approved reduced pressure principle backflow prevention device, unless such cross-connection is abated to the satisfaction of the Director and approved by the State Health Officer. An approved double check valve assembly may be used in

lieu of such device if experience indicates that double check valves are reliably operated and if approved by the Director and the State Health Officer.

(d) Non-Hazardous Substances. At the service connection to any premises on which a substance that would be objectionable (but not necessarily hazardous to health) if introduced into the City water supply is handled in such a manner as to constitute a cross-connection, the City water supply shall be protected by an approved double check valve assembly unless such cross-connection is abated to the satisfaction of the Director and approved by the State Health Officer.

(e) Sewage Treatment Plants and Pumping Stations. At the service connection to any sewage treatment plant or sewage pumping station, the City water supply shall be protected by an air gap separation. The air gap shall be located as close as practicable to the service cock and all piping between the service cock and receiving tank shall be entirely visible. If these conditions cannot be reasonably met, the City water supply shall be protected with an approved reduced pressure principle backflow prevention device, providing this alternative is acceptable to both the Director and the State Health Officer. A final decision in this matter shall be made by the State Department of Public Health.

(f) Each service connection from the City water supply for furnishing water to premises on which any substance is or may be handled in such a manner as to permit entry into the City water supply shall be protected against backflow of the substance from

the premises into the City water supply. This shall include the handling of process waters and waters originating from the City water supply which have been subject to change in quality.

(g) Backflow protective devices shall be installed on the service connection to any premises that have internal cross-connections unless such cross-connections are abated to the satisfaction of the Director and approved by the State Health Officer.

(h) Consumer Responsibility. It shall be the responsibility of each consumer at his own expense to furnish, install, and keep in good working order and safe condition any and all protective devices required in this Standard. The City shall not be responsible for any loss or damage directly or indirectly resulting from or caused by the improper or negligent installation, operation, use, repair, or maintenance of, or interfering with, any protective device by any consumer or any other person.

(i) Conflicts. Whenever two or more conditions exist on any premises for the correction of which different protective devices are required in this Standard, the consumer shall be required only to install the protective device which, in the opinion of the Director and State Health Officer, affords the maximum protection to the City water supply.

SECTION 11-1.104. INSPECTION; RECORDS; COST. The consumer on whose premises any protective licensed device is installed shall have each such device inspected annually by a certified plumber

for backflow prevention devices. If successive inspections disclose repeated failures in the operation of any device, the Director may require more frequent inspections. Each device shall be repaired, overhauled or replaced at the expense of the consumer whenever it is found to be defective. Records of such tests, repairs, and overhauls shall be kept and made available to the Director and the State Health Officer. The Director shall have the duty of determining that the inspections required herein are performed properly. If following demand thereof the consumer fails to have any of the inspections made as required herein or to make the above-described records available, the Director shall have the right to inspect the device and the consumer shall pay the cost thereof. The cost of any inspection made by the Director shall be included as part of the next ensuing municipal water bill presented to the consumer.

SECTION 11-1.105 - NON-COMPLIANCE; SERVICE TO BE DISCONTINUED;
NOTICE; SERVICE.

(a) No water service connection shall be installed on the premises of any consumer unless the City water supply is protected as required by this Standard.

(b) Delivery of water to the premises of any consumer may be discontinued by the Director if any protective device required by this Standard has not been installed, inspected, tested and maintained, or is defective, or has been removed or bypassed.

(c) Delivery of water shall be discontinued immediately and

without notice to the consumer if the Director or State Health Officer determines that:

(1) The City water supply is being contaminated or is in immediate danger of contamination;

(2) A protective device required by this Standard has not been installed, or is defective, or has been removed or bypassed; and

(3) The consumer cannot immediately be located.

Delivery of water shall not be resumed until any protective device required by this Standard and approved by the Director has been properly installed, or until conditions at the consumer's premises causing the contamination or danger of contamination have been abated or corrected to the satisfaction of the Director and the State Health Officer.

(d) Except as provided in subsection (c), delivery of water shall not be discontinued until written notice thereof has been given to the consumer.

The notice shall state:

(1) The conditions or defects which must be corrected;

(2) The manner in which the stated conditions or defects are to be corrected; and

(3) The date on or after which delivery of water will be discontinued, and which shall not be less than fifteen (15) nor more than ninety (90) days following the date of delivery of the notice.

The Director may grant the consumer an extension of an additional

period not to exceed ninety (90) days if he determines the consumer has exercised due diligence but has been unable to comply with the notice within the time originally allowed.

The notice shall be given by delivering the same to the consumer, the manager or agent thereof, or to any person in charge of, or employed in the place of business of the consumer; or, if the consumer has no place of business, then at the place of residence of the consumer if known, or by leaving the notice at either the place of business or the residence of the consumer. If the consumer cannot be found and service of the notice cannot be made in the manner provided herein, then a copy of the notice shall be mailed, postage fully prepaid, addressed to the consumer at the place of business or residence set forth in the application of consumer for water service in the records of the City.

Once discontinued, delivery of water shall not be resumed until any protection device required by this Standard and approved by the Director has been properly installed, or until the conditions at the consumers' premises creating the need for a protective device have been abated or corrected to the satisfaction of the Director and the State Health Officer.

(e) For the purpose of making any inspections or discharging the duties imposed by this Standard, the Director and State Health Officer shall have the right to enter upon the premises of any consumer. Each consumer as a condition of the continued delivery to his premises of water from the City water supply shall be

considered as having stated his consent to the entry upon his
premises of the Director and State Health Officer for the purpose
stated herein.



Attachment 1

RECORD OF BACKFLOW ASSEMBLIES & DEVICES

State Water Resources Control Board

Cross-Connection Control Policy Handbook

Standards and Principles for California's
Public Water Systems

Adopted: December 19, 2023

Effective: July 1, 2024

Amended: June 17, 2025

California Environmental Protection Agency

Table of Contents

Acronyms and Abbreviations.....	1
Chapter 1 – Policy Overview	2
1.1 Objective	2
1.2 Applicability	2
1.3 Policy Development Background and Legal Authorities	2
1.3.1 California Safe Drinking Water Act	2
Chapter 2 – Background on Backflow Protection and Cross-Connection Control	6
2.1 What is a Cross-Connection?	6
2.2 Purpose of a Cross-Connection Control Program	7
2.3 Notes on Applicability of the Cross-Connection Control Policy Handbook	7
Chapter 3 – Standards for Backflow Protection and Cross-Connection Control.....	10
Article 1 – Definitions and General Requirements	10
3.1.1 Definitions	10
3.1.2 Applicability	14
3.1.3 Program for Public Water System Cross-Connection Control.....	14
3.1.4 Plan for Public Water System Cross-Connection Control	16
Article 2 – Hazard Assessments and Required Protection	19
3.2.1 Hazard Assessments	19
3.2.2 Backflow Protection Required	20
Article 3 – Backflow Prevention Assemblies	23
3.3.1 Standards for Types of Backflow Protection	23
3.3.2 Installation Criteria for Backflow Protection	23
3.3.3 Field Testing and Repair of Backflow Prevention Assemblies and Air Gap Inspection	24
Article 4 – Backflow Prevention Assembly Testers and Cross-Connection Control Specialists	26
3.4.1 Backflow Prevention Assembly Tester Certification.....	26
3.4.2 Cross-Connection Control Specialist Certification	30
Article 5 – Recordkeeping, Backflow Incident Response, and Notification	33
3.5.1 Recordkeeping	33
3.5.2 Backflow Incident Response Procedure	33
3.5.3 Backflow Incident Notification.....	34
Appendix.....	36

Appendix

Appendix A: Assembly Bills 1671 (2017, Chapter 533) and 1180 (2019, Chapter 455)

Appendix B: ASME A112.1.2-2012(R2017) Table 1, Minimum Air Gaps for Generally used Plumbing Fixtures, page 4

Appendix C: Backflow Prevention Assembly Diagrams

Appendix D: High Hazard Premises

Appendix E: General Range of Knowledge for Cross-Connection Control Specialists

Appendix F: Example Backflow Incident Reporting Form

Appendix G: Related Statutes and Regulations

Acronyms and Abbreviations

As used in this policy, acronyms and abbreviations reference the following:

Acronym or Abbreviation	Meaning
AB	Assembly Bill
AG	Air Gap separation
BAT	Best Available Technology
BPA	Backflow Prevention Assembly
Bus. & Prof. Code	Business and Professional Code
CA	California
CBSC	California Building Standards Commission
CCCPH	Cross-Connection Control Policy Handbook
CCR	California Code of Regulations
C.F.R.	Code of Federal Regulations
CHSC	California Health and Safety Code
Civ. Code	Civil Code
DC	Double Check valve backflow prevention assembly
DCDA	Double Check Detector backflow prevention Assembly
DCDA-II	Double Check Detector backflow prevention Assembly – type II
Division	Division of Drinking Water
EPA	Environmental Protection Agency
Gov. Code	Government Code
MCL	Maximum Contaminant Level
Pen. Code	Penal Code
PVB	Pressure Vacuum Breaker backsiphonage prevention assembly
PWS	Public Water System
RP	Reduced Pressure principle backflow prevention assembly
RPDA	Reduced Pressure principle Detector backflow prevention Assembly
RPDA-II	Reduced Pressure principle Detector backflow prevention Assembly – type II
RW	Recycled Water
SB	Senate Bill
SDWA	Safe Drinking Water Act
State Water Board	State Water Resources Control Board
SVB	Spill-resistant Pressure Vacuum Breaker backsiphonage prevention assembly
U.S.	United States

Chapter 1 – Policy Overview

1.1 Objective

The primary objective of the Cross-Connection Control Policy Handbook (CCCPH) is the protection of public health through the establishment of standards intended to ensure a public water system's (PWS) drinking water distribution system will not be subject to the backflow of liquids, gases, or other substances. In addition, by providing basic educational information on backflow prevention, the State Water Resources Control Board (State Water Board) intends to build a foundation of awareness within the regulated community regarding the importance of backflow protection and cross-connection control, leading to the implementation of a robust cross-connection control program for PWSs.

1.2 Applicability

The CCCPH and its standards apply to all California PWSs, as defined in California's Health and Safety Code (CHSC, section 116275 (h)). Compliance with this CCCPH is mandatory for all California PWSs.

1.3 Policy Development Background and Legal Authorities

Through the adoption of the CCCPH, the State Water Board is exercising its authority, under California's Safe Drinking Water Act¹ (SDWA), to establish enforceable standards applicable to California's PWSs. Failure to comply with the CCCPH may result in the issuance of compliance, enforcement, or other corrective actions against a PWS.

1.3.1 California Safe Drinking Water Act

On October 6, 2017, Assembly Bill 1671 (AB 1671) was approved and filed with the Secretary of State (see Appendix A). AB 1671 amended California's SDWA through the establishment of CHSC sections 116407 and 116555.5. AB 1671 also amended section 116810 of the CHSC, which is briefly discussed in Appendix G.

On October 2, 2019, Assembly Bill 1180 (AB 1180) was approved and filed with the Secretary of State. AB 1180 amended Section 116407 of the CHSC and added section 13521.2 to the Water Code. AB 1180 requires that the CCCPH include provisions for the use of a swivel or changeover device (swivel-ell).

¹ CHSC, div. 104, pt. 12, ch. 4, section 116270 et seq.

AB 1671 and 1180 established the following:

- The State Water Board must adopt standards for backflow protection and cross-connection control by January 1, 2020.
- The State Water Board may establish standards for backflow protection and cross-connection control through the adoption of the CCCPH, with the CCCPH not being subject to the requirements of the CA Administrative Procedure Act.²
- If standards for backflow protection and cross-connection control are established via the CCCPH, the State Water Board must:
 - Consult with state and local agencies and persons, identified by the State Water Board, as having expertise on the subject of backflow protection and cross-connection control.
 - Hold at least two public hearings before adoption of the CCCPH.
 - Post the CCCPH on the State Water Board website.
- Upon the effective date of the CCCPH, the previous cross-connection control standards³ become inoperative, and are repealed 90 days later, unless the State Water Board determines not to repeal a specific existing regulation.
- A PWS must implement a cross-connection control program that complies with the standards adopted by the State Water Board.
- Use of a swivel-ell must be consistent with any notification and backflow protection provisions contained in the CCCPH.

The development of the CCCPH included consultation with stakeholders, including state and local agencies, on an array of subjects related to cross-connection control, consistent with the statutory mandate, as well as consideration of input from other stakeholders and the general public in a February 20, 2020 workshop.

Prior to adoption of the CCCPH, in accordance with the statutory mandate, the State Water Board held two public hearings - one on April 27, 2021, and the other on December 5, 2022. A Board Workshop was held on October 18, 2023.

Pursuant to sections 116407 and 116555.5 of the CHSC, the State Water Board chose to adopt standards for backflow protection and cross-connection control through the adoption of this CCCPH, which became effective July 1, 2024.

Aside from the mandates of AB 1671 related to the State Water Board's need and authority to develop and adopt an enforceable CCCPH, there are long-standing statutory mandates in California's SDWA concerning backflow protection and cross-connection control, some of which are summarized below.

² Gov. Code, tit. 2, div. 3, pt. 1, ch. 3.5, section 11340 et seq.

³ Cal. Code Regs., tit. 17, div. 1, ch. 5, subch. 1, grp. 4, arts. 1 & 2, section 7583 et seq.

- The State Water Board is required to adopt regulations for the control of cross-connections that it determines to be necessary for ensuring PWSs “distribute a reliable and adequate supply of pure, wholesome, potable, and healthy water.” (CHSC section 116375, subd. (c).)
- Any person who owns a PWS is required to ensure that the distribution system will not be subject to backflow under normal operating conditions. (CHSC section 116555, subd. (a)(2).)

Prior to AB 1671 and the adoption of this CCCPH, California’s regulations pertaining to cross-connection control were set forth in regulations in CCR Title 17,⁴ which were adopted in 1987 with minor revisions in 2000. Although still protective to public health, the CCR Title 17 cross-connection regulations required updating as both the drinking water and cross-connection control industries had evolved. This CCCPH updates those regulations, which as previously noted are no longer operative following the adoption of the CCCPH.

The State Water Board may update its standards for backflow protection and cross-connection control through revisions of the CCCPH. Prior to adopting substantive revisions to the CCCPH, the State Water Board will consult with state and local agencies and persons identified as having expertise on the subject by the State Water Board, and the State Water Board will hold at least one public hearing to consider public comments.

⁴ Cal. Code Regs., tit. 17, div. 1, ch. 5, subch. 1, grp. 4, arts. 1 & 2, section 7583 et seq.

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Chapter 2 – Background on Backflow Protection and Cross-Connection Control

2.1 What is a Cross-Connection?

A cross-connection is an interconnection between a potable water supply and a non-potable source via any actual or potential connection or structural arrangement between a PWS and any source or distribution system containing liquid, gas, or other substances not from an approved water supply. Bypass arrangements, jumper connections, removable sections, improperly installed swivel or change-over devices and other temporary or permanent devices through which, or because of which backflow can occur are considered to be cross-connections.⁵ The CCCPH includes acceptable installation criteria for swivel-ell and other types of backflow prevention assemblies (BPAs) to prevent backflow.

Backflow is the undesired or unintended reversal of flow of water and/or other liquids, gases, or other substances into a PWS's distribution system or approved water supply.

The presence of a cross-connection represents a location in a distribution system through which backflow of contaminants or pollutants can occur. Backflow occurs when a non-potable source is at a greater pressure than the potable water distribution system. Backflow can occur from either backsiphonage or backpressure. Backsiphonage occurs when a non-potable source enters the drinking water supply due to negative (i.e., sub-atmospheric) distribution system pressure. Backpressure occurs when the pressure from a non-potable source exceeds the pressure in the potable water distribution system.

Backsiphonage may be caused by a variety of circumstances, such as main breaks, flushing, pump failure, or emergency firefighting water demand. Backpressure may occur when heating, cooling, waste disposal, or industrial manufacturing systems are connected to potable supplies and the pressure in the external system exceeds the pressure in the distribution system. Both situations act to change the direction of water, which normally flows from the distribution system to the customer, so that non-potable substances from industrial, commercial, or residential premises flows back into the distribution system through a cross-connection.

Cross-connections are not limited to industrial or commercial facilities. Submerged inlets are found on many common plumbing fixtures and are sometimes necessary features of the fixtures if they are to function properly. Examples of this type of design are siphon-jet urinals or water closets, flushing rim slop sinks, and dental cuspidors.

⁵ California Department of Health Services (DHS), Public Water Supply Branch. (1988). *Guidance Manual for cross connection Control Program (Green Manual)*. California Department of Health Services.

Older bathtubs and lavatories may have supply inlets below the flood level rims, but modern sanitary design has minimized or eliminated this cross-connection in new fixtures. Chemical and industrial process vats sometimes have submerged inlets where the water pressure is used as an aid in diffusion, dispersion and agitation of the vat contents. Even though a supply pipe may be installed above a vat, backsiphonage can still occur. Siphon action has been shown to raise a liquid in a pipe such as water almost 34 feet. Some submerged inlets are difficult to control, including those which are not apparent until a significant change in water level occurs or where a supply may be conveniently extended below the liquid surface by means of a hose or auxiliary piping. A submerged inlet may be created in numerous ways, and its detection may be difficult.

Chemical and biological contaminants have caused illness and deaths during known incidents of backflow, with contamination affecting several service connections, and the number of incidents reported is believed to be a small percentage of the total number of backflow incidents that actually occur. The public health risk from cross-connections and backflow is a function of a variety of factors including cross-connection and backflow occurrence and type and amount of contaminants.

2.2 Purpose of a Cross-Connection Control Program

The purpose of a cross-connection control program is to prevent the occurrence of backflow into a PWS's distribution system in order to protect customers from contamination or pollution from any on-site hazards. Properly installed and maintained BPAs, devices or methods provide protection against the threat posed by many conditions typically found on a user's premise.

The use of approved BPAs ensures that the appropriate performance evaluation of the assembly was conducted. It is important and required by the CCCPH to select and properly install an approved BPA that is capable of protecting the distribution system from the hazard identified. The success of a program depends on individuals that are knowledgeable about cross-connection control to identify actual and potential hazards, apply principles of backflow protection and prevention, and implement cross-connection control policies and procedures. A successful program will have ongoing surveillance of a PWS to ensure BPAs, devices or methods are working, and identify new hazards or changes in the distribution system. Certified specialists are needed to properly evaluate the degree of hazard that exists in the distribution system. Hazards typically identified in distribution systems along with the required level of protection are specified in Chapter 3 of the CCCPH.

2.3 Notes on Applicability of the Cross-Connection Control Policy Handbook

The CCCPH provides the basis for regulating the use and management of cross-connection control programs and BPAs in PWSs, and related requirements for supporting programs and policies. Activities or uses outside of the scope of the

authority of the State Water Board to regulate PWSs are not regulated by the CCCPH, including California Plumbing Code requirements and definitions not related to PWSs.

Recycled water cross-connection control installations and programs for the purposes of protecting the recycled water supply are not regulated by the CCCPH, although a PWS that uses recycled water is regulated by the CCCPH to ensure that a PWS's drinking water system has adequate backflow protection from a recycled water system.

Water systems that do not meet the definition of a PWS (e.g. "State Small Water Systems" under CCR Title 22, Article 3) are not regulated by the CCCPH, although they may need to comply with the California Plumbing Code, local health agencies, and other laws or entities.

Transient noncommunity and nontransient noncommunity systems are PWSs and must comply with both the California Plumbing Code and CCCPH. The California Plumbing Code and the CCCPH will overlap in protection of these user premises. To ensure compliance, these noncommunity water systems may need to have internal cross-connection control programs within the user premises.

Noncommunity water systems must have the ability to enforce backflow protection within the premises. Compliance with the California Plumbing Code can be verified by the PWS and used for compliance with the CCCPH. Compliance with the CCCPH is documented through the hazard assessment and maintenance of an inventory of field-testable BPAs and methods. Annual field testing of BPAs is required. Where the minimum backflow protection differs between the California Plumbing Code and the CCCPH, the more protective minimum protection will be required.

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Chapter 3 – Standards for Backflow Protection and Cross-Connection Control

Article 1 – Definitions and General Requirements

3.1.1 Definitions

The following definitions apply to the terms used in the CCCPH:

“Air-gap separation” or **“AG”** means a physical vertical separation of at least two (2) times the effective opening, as defined in section 207.0 of the California Plumbing Code, between the free-flowing discharge end of a potable water supply pipeline and the flood level of an open or non-pressurized receiving vessel, and in no case less than one (1) inch.

“Approved water supply” means a water source that has been approved by the State Water Board for domestic use in a public water system and designated as such in a domestic water supply permit issued pursuant to section 116525 of the CHSC.

“Auxiliary water supply” means a source of water, other than an approved water supply, that is either used or equipped, or can be equipped, to be used as a water supply and is located on the premises of, or available to, a water user.

“Backflow” means an undesired or unintended reversal of flow of water and/or other liquids, gases, or other substances into a public water system’s distribution system or approved water supply.

“Backflow prevention assembly” or **“BPA”** means a mechanical assembly designed and constructed to prevent backflow, such that while in-line it can be maintained and its ability to prevent backflow, as designed, can be field tested, inspected and evaluated.

“Backflow prevention assembly tester” means a person who is certified as a backflow prevention assembly tester.

“Community water system” means a public water system that serves at least 15 service connections used by yearlong residents or regularly serves at least 25 yearlong residents of the area served by the system.

“Contact hour” means not less than 50 minutes of a continuing education course.

“Continuing education course” means a presentation or training that transmits information related to cross-connection control programs and backflow prevention and protection.

“Cross-connection” means any actual or potential connection or structural arrangement between a public water system, including a piping system connected to the public water system and located on the premises of a water user or available to the water user, and any source or distribution system containing liquid, gas, or other substances not from an approved water supply.

“Cross-connection control specialist” means a person who is certified as a cross-connection control specialist.

“Distribution system” has the same meaning as defined in section 63750.50 of CCR, Title 22, Division 4, Chapter 2.

“Double check detector backflow prevention assembly” or **“DCDA”** means a double check valve backflow prevention assembly that includes a bypass with a water meter and double check backflow prevention assembly, with the bypass’s water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. This type of assembly may only be used to isolate low hazard cross-connections. See Diagram 1, Appendix C.

“Double check detector backflow prevention assembly – type II” or **“DCDA-II”** means a double check valve backflow prevention assembly that includes a bypass around the second check, with the bypass having a single check valve and a water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. This type of assembly may only be used to isolate low hazard cross-connections. See Diagram 2, Appendix C.

“Double check valve backflow prevention assembly” or **“DC”** means an assembly consisting of two independently-acting internally-loaded check valves, with tightly closing shut-off valves located at each end of the assembly (upstream and downstream of the two check valves) and fitted with test cocks that enable accurate field testing of the assembly. This type of assembly may only be used to isolate low hazard cross-connections. See Diagram 3, Appendix C.

“Existing public water system” or **“existing PWS”** means a public water system initially permitted on or before July 1, 2024 as a public water system by the State Water Board.

“Hazard Assessment” means an evaluation of a user premises designed to evaluate the types and degrees of hazard at a user’s premises.

“High hazard cross-connection” means a cross-connection that poses a threat to the potability or safety of the public water supply. Materials entering the public water supply through a high hazard cross-connection are contaminants or health hazards. See Appendix D for some examples.

“Low hazard cross-connection” means a cross-connection that has been found to not pose a threat to the potability or safety of the public water supply but may adversely affect the aesthetic quality of the potable water supply. Materials entering the public water supply through a low hazard cross-connection are pollutants or non-health hazards.

“New public water system” or **“new PWS”** means a public water system permitted after July 1, 2024 as a public water system by the State Water Board. A new public water system includes a public water system receiving a new permit because of a change in ownership.

“Noncommunity water system” means a public water system that is not a community water system.

“Nontransient noncommunity water system” means a public water system that is not a community water system and that regularly serves at least 25 of the same persons over six months per year.

“Premises containment” means protection of a public water system’s distribution system from backflow from a user’s premises through the installation of one or more air gaps or BPAs, installed as close as practical to the user’s service connection, in a manner that isolates the water user’s water supply from the public water system’s distribution system.

“Pressure vacuum breaker backsiphonage prevention assembly” or **“PVB”** means an assembly with an independently-acting internally-loaded check valve and an independently-acting loaded air inlet valve located on the discharge side of the check valve; with test cocks and tightly closing shutoff valves located at each end of the assembly that enable accurate field testing of the assembly. This type of assembly may only be used for protection from backsiphonage and is not to be used to protect from backpressure. See Diagram 4, Appendix C.

“Public water system” or **“PWS”** has the same meaning as defined in section 116275(h) of the CHSC.

“Recycled Water” is a wastewater which as a result of treatment is suitable for uses other than potable use.

“Reduced pressure principle backflow prevention assembly” or **“RP”** means an assembly with two independently acting internally-loaded check valves, with a hydraulically operating mechanically independent differential-pressure relief valve located between the check valves and below the upstream check valve. The assembly shall have shut-off valves located upstream and downstream of the two check-valves, and test cocks to enable accurate field testing of the assembly. See Diagram 5, Appendix C.

“Reduced pressure principle detector backflow prevention assembly” or **“RPDA”** means a reduced pressure principle backflow prevention assembly that includes a bypass with a water meter and reduced pressure principle backflow prevention assembly, with the bypass’s water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. See Diagram 6, Appendix C.

“Reduced pressure principle detector backflow prevention assembly – type II” or **“RPDA-II”** means a reduced pressure principle backflow prevention assembly that includes a bypass around the second check, with the bypass having a single check valve and a water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. See Diagram 7, Appendix C.

“Spill-resistant pressure vacuum breaker backsiphonage prevention assembly” or **“SVB”** means an assembly with an independently-acting internally-loaded check valve and an independently-acting loaded air inlet valve located on the discharge side of the check valve; with shutoff valves at each end and a test cock and bleed/vent port, to enable accurate field testing of the assembly. This type of assembly may only be used for protection from backsiphonage and is not to be used to protect from backpressure. See Diagram 8, Appendix C.

“State Water Board”, unless otherwise specified, means the State Water Resources Control Board or the local primacy agency having been delegated the authority to enforce the requirements of the CCCPH by the State Water Resources Control Board.

“Swivel-ElI” means a reduced pressure principle backflow prevention assembly combined with a changeover piping configuration (swivel-ell connection) designed and constructed pursuant to this Chapter. See design and construction criteria, as well as Diagrams 9a and 9b, Appendix C.

“Transient noncommunity water system” means a noncommunity water system that does not regularly serve at least 25 of the same persons over six months per year.

“User premises” means the property under the ownership or control of a water user and is served, or is readily capable of being served, with water via a service connection with a public water system.

“User’s service connection” means either the point where a water user’s piping is connected to a water system or the point in a water system where the approved water supply can be protected from backflow using an air gap or backflow prevention assembly.

“User Supervisor” means a person designated by a water user to oversee a water use site and responsible for the avoidance of cross-connections.

“Water supplier” means a person who owns or operates a public water system.

“Water user” means a person or entity who is authorized by the PWS to receive water.

3.1.2 Applicability

A public water system (PWS) must comply with the requirements of the CCCPH.

3.1.3 Program for Public Water System Cross-Connection Control

(a) A PWS must protect the public water supply through implementation and enforcement of a cross-connection control program. Unless otherwise specified by this Chapter or directed by the State Water Board, a PWS may implement its cross-connection control program, in whole or in part, either directly or by way of contract or agreement with another party. The PWS, however, shall not be responsible for abatement of cross-connections which may exist within a user's premises. The cross-connection control program must include at a minimum the following elements:

(1) **Operating rules or ordinances** – Each PWS must have operating rules, ordinances, by-laws or a resolution to implement the cross-connection program. The PWS must have legal authority to implement corrective actions in the event a water user fails to comply in a timely manner with the PWS's provisions regarding the installation, inspection, field testing, or maintenance of BPAs required pursuant to this Chapter. Such corrective actions must include the PWS's ability to perform at least one of the following:

- (A) deny or discontinue water service to a water user,
- (B) install, inspect, field test, and/or maintain a BPA at a water user's premises, or
- (C) otherwise address in a timely manner a failure to comply with the cross-connection control program.

(2) **Cross-Connection Control Program Coordinator** – The PWS must designate at least one individual involved in the development of and be responsible for the reporting, tracking, and other administration duties of its cross-connection control program. For PWS with 3,000 service connections or more the Cross-Connection Control Program Coordinator must be a cross-connection control specialist.

(3) **Hazard Assessments** – The PWS must survey its service area and conduct hazard assessments per Article 2 of this Chapter that identifies actual or potential cross-connection hazards, degree of hazard, and any backflow protection needed.

(4) **Backflow Prevention** – The PWS must ensure that actual and potential cross-connections are eliminated when possible or controlled by the installation of approved BPAs or AG's consistent with the requirements of the Article 3 of this Chapter.

(5) **Certified Backflow Prevention Assembly Testers and Certified Cross-Connection Control Specialists** – The PWS must ensure all BPA testers and cross-connection control specialists used are certified per Article 4 of this Chapter.

(6) **Backflow Prevention Assembly Testing** – The PWS must develop and implement a procedure for ensuring all BPAs are field tested, inspected, and maintained and AG's are inspected and maintained in accordance with CCCPH section 3.3.3.

(7) **Recordkeeping** – The PWS must develop and implement a recordkeeping system in accordance with CCCPH section 3.5.1.

(8) **Backflow Incident Response, Reporting and Notification** – The PWS must develop and implement procedures for investigating and responding to suspected or actual backflow incidents in accordance with Article 5 of this chapter.

(9) **Public Outreach and Education** – The PWS must implement a cross-connection control public outreach and education program element that includes educating staff, customers, and the community about backflow protection and cross-connection control. The PWS may implement this requirement through a variety of methods which may include providing information on cross-connection control and backflow protection in periodic water bill inserts, pamphlet distribution, new customer documentation, email, and consumer confidence reports.

(10) **Local Entity Coordination** – The PWS must coordinate with applicable local entities that are involved in either cross-connection control or public health protection to ensure hazard assessments can be performed, appropriate backflow protection is provided, and provide assistance in the investigation of backflow incidents. Local entities may include but are not limited to plumbing, permitting, or health officials, law enforcement, fire departments, maintenance, and public and private entities.

(b) The cross-connection control program must be developed in consultation with a cross-connection control specialist if:

- (1) The PWS has 1,000 or more service connections, or
- (2) required by the State Water Board.

(c) A PWS must have at least one cross-connection control specialist as a permanent or contracted employee of the PWS, and that specialist, or their designee, must be able to be contacted within one hour, if:

- (1) The PWS has 3,000 or more service connections, or
- (2) the PWS has less than 3,000 service connections and is directed by the State Water Board based on hazard assessments conducted pursuant to CCCPH section 3.2.1. or the PWS's history of backflow incidents.

3.1.4 Plan for Public Water System Cross-Connection Control

(a) After adoption of the CCCPH, each PWS must submit a written Cross-Connection Control Plan for State Water Board review in accordance with the following schedule:

- (1) An Existing PWS must submit the Cross-Connection Control Plan no later than 12 months after the effective date of the CCCPH.
- (2) A new PWS must submit the Cross-Connection Control Plan for review and approval prior to issuance of a domestic water supply permit.
- (3) A PWS may submit a written request to the State Water Board for an extension of the deadline for submittal of its initial Cross-Connection Control Plan. The PWS's application must include a written description of the need for an extension. Approval of an extension will be at the sole discretion of the State Water Board.

(b) The Cross-Connection Control Plan for a community water system must include, at a minimum, the following cross-connection control program procedures and documentation:

- (1) a description of how the community water system will achieve and maintain compliance with each requirement in this Chapter;
- (2) a description of the process, personnel, and timeframes for completing initial and ongoing hazard assessments pursuant to CCCPH section 3.2.1;
- (3) a description of the legal authority pursuant to CCCPH section 3.1.3 to implement corrective actions in the event a water user fails to comply in a timely manner with the provisions of the PWS's cross-connection control program;
- (4) a description of the process and timeframes for ensuring each BPA is inspected and field tested, and AG is inspected, at a frequency no less than required by this Chapter;
- (5) a description of the process and timeframe for ensuring each non-testable backflow preventer that is under the PWS ownership or administration is installed and maintained according to the California Plumbing Code;
- (6) a description of the process for ensuring individuals field testing and inspecting BPAs are no less qualified than required by this Chapter, including but not limited to confirmation of the individual's:
 - (A) certification as a backflow prevention assembly tester,
 - (B) field test kit or gage equipment accuracy verification, and
 - (C) BPA field test result reports;
- (7) a description of the procedures and timeframes of activities for responding to backflow incidents, including notification of customers, and reporting of backflow incidents pursuant to CCCPH section 3.5.2;
- (8) contact information for cross-connection control personnel including any cross-connection control program coordinator and specialist;
- (9) a description of the tracking system that maintains current and relevant information, including:

- (A) recordkeeping information required pursuant to CCCPH section 3.5.1,
- (B) location and type of each BPA, and
- (C) highest threat potential hazard from which a given BPA is protecting the public water system distribution system;

(10) for user supervisors, if used, the required information pursuant to CCCPH section 3.2.2 (f);

(11) the corrective actions, including timeframes for the corrective actions, that a community water system will implement when:

- (A) a cross-connection exists and the BPA installed is not commensurate with the user premises' hazard or no BPA has been installed, or
- (B) a BPA needs to be replaced or maintained;

(12) a description of the public outreach and education program to comply with CCCPH section 3.1.3(a)(9); and

(13) the procedures for coordination with local entities

(c) The Cross-Connection Control Plan for a noncommunity water system must include, at a minimum, the following cross-connection control program procedures and documentation:

(1) a description of how the noncommunity water system will achieve and maintain compliance with each requirement in this Chapter that is applicable to the noncommunity water system;

(2) a description of the process, personnel, and timeframes for completing initial and ongoing hazard assessments pursuant to CCCPH section 3.2.1;

(3) a description of the legal authority pursuant to CCCPH section 3.1.3 to implement corrective actions in the event a water user fails to comply in a timely manner with the provisions of the PWS's cross-connection control program;

(4) a description of the process and timeframes for ensuring each BPA is inspected and field tested and AG is inspected, at a frequency no less than required by this Chapter;

(5) a description of the process and timeframe for ensuring each non-testable backflow preventer for internal protection that is under the PWS ownership or administration is installed and maintained according to the California Plumbing Code;

(6) a description of the process for ensuring individuals field testing and inspecting BPAs are no less qualified than required by this Chapter, including but not limited to confirmation of the individual's:

- (A) certification as a backflow prevention assembly tester,
- (B) field test kit or gage equipment accuracy verification, and
- (C) BPA field test result reports;

(7) a description of the procedures and timeframes of activities for responding to backflow incidents, including notification of customers, and reporting of backflow incidents pursuant to CCCPH section 3.5.2;

(8) contact information for cross-connection control personnel including the cross-connection control program coordinator;

(9) maintaining a tracking system with current and relevant information, including:

(A) recordkeeping information required pursuant to CCCPH section 3.5.1,

(B) location and type of each BPA,

(C) location and type of each non-testable backflow preventer used for internal protection in accordance with the California Plumbing Code, if applicable, and

(D) potential hazard from which a BPA is protecting the public water system distribution system;

(10) for user supervisors, if used, the required information pursuant to CCCPH section 3.2.2(f);

(11) the corrective actions, including timeframes for the corrective actions, that a noncommunity water system will implement when:

(A) a cross-connection exists and the BPA installed is not commensurate with the user premises' hazard or no BPA has been installed, or

(B) a BPA or non-testable backflow preventer needs to be replaced or maintained;

(12) a description of the public outreach and education program to comply with CCCPH section 3.1.3(a)(9); and,

(13) the procedures for coordination with local entities (e.g., local health departments with internal cross-connection control programs, building officials, plumbing officials, etc.).

(d) A PWS must ensure its Cross-Connection Control Plan is, at all times, representative of the current operation of its Cross-Connection Control program. The PWS must make its Cross-Connection Control Plan available to the State Water Board for review upon request. If a PWS makes a substantive revision to its Cross-Connection Control Plan, the PWS must submit the revised Cross-Connection Control Plan to the State Water Board for review.

Article 2 – Hazard Assessments and Required Protection

3.2.1 Hazard Assessments

(a) To evaluate the potential for backflow into the PWS, each community water system must conduct an initial hazard assessment of the user premises within its service area and each noncommunity water system must conduct an initial hazard assessment of its water distribution system. The hazard assessment must consider:

- (1) The existence of cross-connections;
- (2) the type and use of materials handled and present, or likely to be, on the user premises;
- (3) the degree of piping system complexity and accessibility;
- (4) access to auxiliary water supplies, pumping systems, or pressure systems;
- (5) distribution system conditions that increase the likelihood of a backflow event (e.g., hydraulic gradient differences impacted by main breaks and high water-demand situations, multiple service connections that may result in flow-through conditions, etc.);
- (6) user premises accessibility;
- (7) any previous backflow incidents on the user premises; and
- (8) the requirements and information provided in the CCCPH.

(b) Each hazard assessment must identify the degree of hazard to the PWS's distribution system as either a high hazard cross-connection, a low hazard cross-connection, or having no hazard. Examples of some high hazard cross-connection activities may be found in Appendix D.

(c) The hazard assessment must determine whether an existing BPA, if any, provides adequate protection based on the degree of hazard.

(d) Hazard assessments completed prior to the adoption of the CCCPH may be considered as an initial hazard assessment provided that such hazard assessments and associated backflow protection provide protection consistent with the CCCPH and the PWS describes their review of these assessments in the Cross-Connection Control Plan required in CCCPH section 3.1.4.

(e) Subsequent to the initial hazard assessment described in subsection (a), a community water system must perform a hazard assessment under the following criteria:

- (1) if a user premises changes account holder, excluding single-family residences;
- (2) if a user premises is newly or re-connected to the PWS;
- (3) if evidence exists of changes in the activities or materials on a user's premises;
- (4) if backflow from a user's premises occurs;
- (5) periodically, as identified in the PWS's Cross-Connection Control Plan required pursuant to CCCPH section 3.1.4.;

- (6) if the State Water Board requests a hazard assessment of a user's premises;
or
- (7) if the PWS concludes an existing hazard assessment may no longer accurately represent the degree of hazard.

(f) Noncommunity water systems must conduct an initial or follow-up hazard assessment within three years of the effective date of the CCCPH.

(g) Noncommunity water system must conduct a follow-up hazard assessment of its water distribution system if any changes are made that could result in a cross-connection or any backflow incidents occur.

(h) A cross-connection control specialist must review or conduct each initial and follow-up hazard assessment pursuant to this section and make a written finding that, in the specialist's judgment based on cross-connection control principles, the PWS's hazard assessment properly identified all hazards at the time of the assessment, the appropriate degree of hazards, and the corresponding backflow protection.

3.2.2 Backflow Protection Required

(a) A PWS must ensure its distribution system is protected from backflow from identified hazards through the proper installation, continued operation, and field testing of an approved BPA (see Article 3 for installation and approved BPA criteria). When a DC is required or referenced in the CCCPH, a DCDA or DCDA-II type of assembly may be substituted if appropriate. When an RP is required or referenced in the CCCPH, an RPDA or RPDA-II type of assembly may be substituted if appropriate.

(b) The BPA installed must be no less protective than that which is commensurate with the degree of hazard at a user premises, as specified in this Chapter and as determined based on the results of the hazard assessment conducted pursuant to CCCPH section 3.2.1.

(c) Unless specified otherwise in this Chapter, a PWS must, at all times, protect its distribution system from high hazard cross-connections (see Appendix D for examples), through premises containment, through the use of AG(s) or RP(s).

- (1) Following State Water Board review and approval, a PWS may implement an alternate method of premises containment in lieu of a required AG provided that the proposed alternative would not increase the level of risk to protection of public health.

- (2) Following State Water Board review and approval, a PWS may accept internal protection in lieu of containment when premises containment is not feasible.

(d) Except as otherwise allowed or prohibited in statute or in CCR Title 22, Division 4, Chapter 3, a swivel-ell may be used instead of an AG for premises containment protection when temporarily substituting tertiary recycled water use areas with potable water from a PWS if all the following criteria are met:

- (1) the swivel-ell is approved by the State Water Board;
- (2) the PWS has a cross-connection control program, required pursuant to CCCPH section 3.1.3, and the use and operation of the swivel-ell is described in the Cross-Connection Control Plan required pursuant to CCCPH section 3.1.4;
- (3) the design and construction-related requirements of the swivel-ell adheres to the criteria in Appendix C;
- (4) at least every 12 months, inspections are performed and documented to confirm ongoing compliance with the design and construction-related requirements in Appendix C;
- (5) the RP used in conjunction with the swivel-ell is field tested and found to be functioning properly:

- (A) immediately upon each switchover to potable water use, a visual inspection of the RP must be completed
- (B) within 72 hours of each switchover to potable water use, a field test must be completed, and
- (C) at least every 12 weeks the use site is supplied with potable water; and

(6) there is a legally binding agreement between the PWS and the entity supplying the recycled water, signed by those with relevant legal authority, that includes the following requirements:

- (A) The State Water Board will be notified within 24 hours of all switchovers to or from potable water, will be given an estimate of the timeframe until the next switchover, and will be provided the results of the field testing required in paragraph (5);
- (B) a trained representative of the PWS be present to supervise each switchover; and
- (C) within seven days of each switchover, if requested by the State Water Board, the PWS will submit a written report describing compliance with this subsection, as well as potable and recycled water usage information.

(e) Except as noted below, a PWS must ensure its distribution system is protected with no less than DC protection for a user premises with a fire protection system within ten years of the effective date of the CCCPH.

- (1) A high hazard cross-connection fire protection system, including but not limited to fire protection systems that may utilize chemical addition (e.g., wetting agents, foam, anti-freeze, corrosion inhibitor, etc.) or an auxiliary water supply, must have no less than RP protection.

(2) For existing fire protection systems that do not meet Section 3.2.2 (e)(3) or cannot install DC protection within ten years of the effective date of the CCCPH, a PWS may propose in the cross-connection control plan submitted for CCCPH Section 3.1.4:

- (A) an alternative date; or
- (B) an alternative method of backflow protection that provides at least the same level of protection to public health.

(3) A BPA is not necessary for a low hazard fire protection system on a residential user premises if the following criteria are satisfied:

- (A) the user premises has only one service connection to the PWS;
- (B) a single service line onto the user premises exists that subsequently splits on the property for domestic flow and fire protection system flow, such that the fire protection system may be isolated from the rest of the user premises;
- (C) a single, water industry standard, water meter is provided to measure combined domestic flow and fire protection system flow;
- (D) the fire protection system is constructed of piping materials certified as meeting NSF/ANSI Standard 61; and
- (E) the fire protection system's piping is looped within the structure and is connected to one or more routinely used fixtures (such as a water closet) to prevent stagnant water.

(f) The State Water Board and PWS may, at their discretion, require a water user to designate a user supervisor when the user premises has a multi-piping system that conveys various types of fluids and where changes in the piping system are frequently made. If a user supervisor is designated the following is required:

- (1) The user supervisor is responsible for the avoidance of cross-connections during the installation, operation and maintenance of the water user's pipelines and equipment. The user supervisor must be trained on the fluids used and backflow protection for the premise, and must inform the PWS of changes in piping, and maintain current contact information on file with the PWS; and
- (2) The PWS must include in the Cross-Connection Control Plan required in CCCPH section 3.1.4 the training and qualification requirements for user supervisors, identify the entity that will provide the user supervisor training, and frequency of any necessary recurring training. The training must adequately address the types of hazards and concerns typically found.

(g) Facilities producing, treating, storing, or distributing drinking water that are an approved water supply or water recycling plants as defined by CCR Title 22, Section 60301.710 must have proper internal protection from cross-connections to ensure that all drinking water produced and delivered to customers and workers at those facilities is free from unprotected cross-connections.

Article 3 – Backflow Prevention Assemblies

3.3.1 Standards for Types of Backflow Protection

(a) The PWS must ensure that each AG used for its Cross-Connection Control Program meets the requirements in Table 1, Minimum Air Gaps for Generally used Plumbing Fixtures, page 4 of the American Society of Mechanical Engineers (ASME) A112.1.2-2012(R2017) (See Appendix B).

(b) The PWS must ensure that each replaced or newly installed PVB, SVB, DC, and RP for protection of the PWS is approved through both laboratory and field evaluation tests performed in accordance with at least one of the following:

- (1) Standards found in Chapter 10 of the *Manual of Cross-Connection Control, Tenth Edition*, published by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research; or
- (2) certification requirements for BPAs in the Standards of ASSE International current as of 2022 that include ASSE 1015-2021 for the DC, ASSE 1048-2021 for the DCDA & DCDA-II, ASSE 1013-2021 for the RP, and ASSE 1047-2021 for the RPDA & RPDA-II and must have the 1YT mark.

(c) BPAs must not be modified following approval granted under section 3.3.1 (b). PWS must require BPA testers to notify the PWS if a water user or PWS-owned BPA has been modified from the CCCPH section 3.3.1 (b) approval.

3.3.2 Installation Criteria for Backflow Protection

(a) For AGs, the following is required:

- (1) The receiving water container must be located on the water user's premises at the water user's service connection unless an alternate location has been approved by the PWS;
- (2) all piping between the water user's service connection and the discharge location of the receiving water container must be above finished grade and be accessible for visual inspection unless an alternative piping configuration is approved by the PWS;
- (3) the PWS must ensure that the AG specified in CCCPH section 3.3.1 (a) has been installed; and
- (4) any new air gap installation at a user's service connection must be reviewed and approved by the State Water Board prior to installation.

(b) RPs must be installed such that the lowest point of an assembly is a minimum of twelve inches above grade, and, unless an alternative is approved by the PWS, a maximum of thirty-six inches above the finished grade.

(c) DCs installed or replaced after the adoption of the CCCPH must be installed according to CCCPH section 3.3.2 (b). Below ground installation can be considered if approved by the PWS where it determines no alternative options are available.

(d) A PVB or SVB must be installed a minimum of twelve inches above all downstream piping and outlets.

(e) SVBs may not be used for premises containment. PVBs may only be used for roadway right of way irrigation systems as premises containment where there is no potential for backpressure.

(f) A RP or DC installed after the adoption of the CCCPH must have a minimum side clearance of twelve inches, except that a minimum side clearance of twenty-four inches must be provided on the side of the assembly that contains the test cocks. The PWS may approve alternate clearances providing that there is adequate clearance for field testing and maintenance.

(g) Backflow protection must be located as close as practical to the water user's service connection unless one or more alternative locations have been approved by the PWS. If internal protection is provided in lieu of premises containment, the PWS must obtain access to the user premises and must ensure that the on-site protection meets the requirements of this Chapter for installation, field testing, and inspections.

(h) Each BPA and air gap separation must be accessible for field testing, inspection, and maintenance.

3.3.3 Field Testing and Repair of Backflow Prevention Assemblies and Air Gap Inspection

(a) PWS must ensure that all BPAs installed for its Cross-Connection Control Program are field tested following installation, repair, depressurization for winterizing, or permanent relocation. All required field testing must be performed by certified backflow prevention assembly testers.

(b) BPAs must be field tested at least annually. The CCCPH does not preclude a PWS, the State Water Board, or a local health agency from requiring more frequent field testing for premises with high hazard cross-connection or BPA at increased risk of testing failure.

(c) Air-gap separations must be visually inspected at least annually to determine compliance with this Chapter by persons certified as backflow prevention assembly testers or certified as a cross-connection control specialist pursuant to this Chapter.

(d) PWS must receive passing field tests before providing continuous service to a water user with a newly installed BPA.

(e) PWS must ensure that BPAs that fail the field test are repaired or replaced within 30 days of notification of the failure. Extensions may be allowed by the PWS if included as part of the Cross-Connection Control Plan.

(f) PWS must require backflow prevention assembly testers to notify the PWS as soon as possible within 24 hours if a backflow incident or an unprotected cross-connection is observed at the BPA or prior to the user premises during field testing. PWS must immediately conduct an investigation and discontinue service to the user premises if a backflow incident is confirmed, and water service must not be restored to that user premises until the PWS receives a confirmation of a passing BPA field test from a backflow prevention assembly tester and the assembly is protecting the PWS.

Article 4 – Backflow Prevention Assembly Testers and Cross-Connection Control Specialists

3.4.1 Backflow Prevention Assembly Tester Certification

(a) A PWS must ensure that each BPA required by this Chapter to protect the public water system is field tested by a person with valid certification from a certifying organization recognized by the State Water Board pursuant to this Article.

(b) A State Water Board-recognized organization certifying backflow prevention assembly testers is one that has a certification process that, at a minimum, includes the following:

(1) A timed and proctored written⁶ exam, using a closed-book, objective grading format, consisting of no less than 100 questions for initial certification and no less than 50 questions for recertification. A passing score must be achieved by an examinee as a requirement for certification.

(A) Written exam proctors must:

1. not provide an examinee any assistance in answering exam questions, verbal or otherwise; and
2. be impartial.

(B) Passing scores for the written exams are to be determined prior to exam sessions, such that passing a written exam demonstrates sufficient knowledge of subjects associated with the proper field testing of BPAs, including but not limited to:

1. the hydraulics and theory of backflow;
2. California's laws, regulations, and requirements related to cross-connection control;
3. types of BPA field test equipment and the need to verify accuracy, at least annually and when otherwise necessary, to ensure accuracy of field test results;
4. field test procedures for an RP, RPDA, RPDA-II, DC, DCDA, DCDA-II, PVB, and SVB using the procedures provided in the *Manual of Cross-Connection Control, Tenth Edition*, published by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research or equivalent;
5. identification of improperly functioning BPAs (i.e., diagnostics or troubleshooting); and
6. recordkeeping and safety.

⁶ The requirement for a written exam does not preclude using computerized exams.

(2) A performance (i.e., hands-on) exam, using a closed-book, objective grading process and the field test procedures in paragraph (1)(B)(4), designed such that passing the performance exam demonstrates proficiency in accurately determining the operating condition of an RP, DC, PVB, and SVB, when properly or improperly functioning, including but not limited to BPAs with leaks in shutoff valves, and failures in check valves, air inlet valves, or relief valves. A passing score must be achieved by an examinee as a requisite for certification. The performance exam process must include the following:

(A) Performance exam proctors must:

1. be certified as a backflow prevention assembly tester pursuant to this Article;
2. evaluate no more than one examinee at a time;
3. not provide an examinee any assistance in answering exam questions, verbal or otherwise;
4. provide no indication an examinee has erred until completion of a BPA field test, at which time only the fact the examinee has erred may be indicated (i.e., not the nature of the error);
5. be impartial and not affiliated with the certifying organization's preparation of, or preparatory course for (if applicable), the performance exam; and
6. not evaluate an examinee who was trained by the proctor during the six-month period prior to the exam or other conflict of interest.

(B) An examinee is considered to have failed a performance exam if the examinee:

1. makes a field test procedure or recording error that could impact an accurate determination of the operating condition of a BPA,
2. completes the BPA performance exam form with an error,
3. is informed of making an error (see subparagraph (A)(4)) and begins the procedure a second time, and
4. errs a second time and completes the BPA performance exam form accordingly.

(3) recertification requirements of no less frequently than every three years which includes both a written and performance exam;

(4) provisions for revocation of a backflow prevention assembly tester's certification, including but not limited to, revocation for falsifying field test results or field test reports;

(5) a website providing public access to the most recent list of backflow prevention assembly testers:

- (A) who hold a valid certification from the certifying organization. At a minimum, the list is to include each backflow prevention assembly tester's last name, first name, certification number, and the date on which each backflow prevention assembly tester's certification expires; and
- (B) whose certification was revoked, pursuant to paragraph (4), in the three years preceding the date of the list. At a minimum, the list is to include each backflow prevention assembly tester's last name, first name, revoked certification number, the date on which each backflow prevention assembly tester's certification was revoked, and the reason for revocation.

(6) as a prerequisite to sections 3.4.1(b)(1) and (b)(2), completion of an instructional training course accepted by the certifying organization⁷ that covers the subjects in subsection (1)(B) and is no less than 30 hours in length over no fewer than four days for:

- (A) a backflow prevention assembly tester's initial certification;
- (B) a backflow prevention assembly tester's recertification as a result of revocation; or

(7) In lieu of compliance with section 3.4.1(b)(6) a certifying organization may accept two years prior experience in backflow prevention assembly testing.

(c) To be recognized by the State Water Board as a certifying organization for backflow prevention assembly testers, a certifying organization shall:

(1) submit an application with the following information to the State Water Board for review:

- (A) written documentation of a certification program that includes a process that is no less stringent than the criteria in subsection (b);
- (B) evidence that the organization's certification program and exam process has been reviewed, with concerns adequately addressed, by a credentialed psychometrician proficient in the design of objective exams, experienced in the assessment of certification or licensing organizations, and familiar with the application of the requirements of *ISO⁸/IEC⁹ 17024: Conformity Assessment- General Requirements for Bodies Operating Certification of Persons*; and

⁷ But not limited only to training provided by the certifying organization or its affiliates.

⁸ International Organization for Standardization

⁹ International Electrotechnical Commission

(C) a written statement, signed by the certifying organization's representative(s) having the authority and legal responsibility for operation of the certifying organization, attesting that the certifying organization will implement its certification program in a manner meeting or exceeding the criteria in subsection (b) and consistent with the application submitted to the State Water Board.

(2) adequately address each State Water Board comment and/or question concerning the application, and

(3) receive written acknowledgment from the State Water Board that the application is complete.

(d) A certifying organization, accredited by the American National Standards Institute (ANSI) in accordance with ISO/IEC 17024, which complies with subsection (b), will be considered to be a State Water Board-recognized certifying organization. Beginning three years after the effective date of the CCCPH, only those testers with a valid certification from an ANSI-accredited certifying organization shall satisfy subsection (a) and certifications obtained by organizations in accordance with subsection (c) will be invalid.

(e) This Article does not preclude a local health agency from maintaining a backflow prevention assembly tester certification program for the field testing of BPAs within the local health agency's jurisdiction. Accepting a tester certified by a local health agency does not relieve a PWS from meeting the requirements of this Article.

(f) This Article does not preclude a PWS from disallowing the use of an individual tester certified pursuant to this Article if the PWS has reason to believe a certified tester may not be proficient in accurately determining the operating condition of BPA, or for any other reason (e.g., fraud, deceit, negligence, misconduct, etc.). A PWS must report any evidence of a tester falsifying reports to that tester's certifying organization.

(g) This Article is effective July 1, 2026.

3.4.2 Cross-Connection Control Specialist Certification

(a) A PWS must ensure that cross-connection control specialists, used pursuant to the CCCPH, have valid certification from a certifying organization recognized by the State Water Board pursuant to this Article.

(b) A State Water Board-recognized organization certifying cross-connection control specialists is one that has a certification process that, at a minimum, includes the following:

(1) A timed and proctored, written¹⁰ exam, using a closed-book, objective grading format, consisting of no less than 100 questions for certification. A passing score must be achieved by an examinee as a requirement for certification.

(A) Written exam proctors must:

1. not provide an examinee any assistance in answering exam questions, verbal or otherwise; and
2. be impartial.

(B) Passing scores for the exams are to be determined prior to exam sessions, such that passing an exam demonstrates sufficient and comprehensive range of knowledge of the subjects provided in Appendix E, as they may relate to cross-connection control and the causes, effects, and prevention of backflow.

(2) recertification requirements of no less frequently than every three years. Recertification may be done through at least one of the following:

- (A) an exam as required by section 3.4.2 (b)(1),
- (B) through 12 contact hours from continuing education courses covering material in Appendix E or,
- (C) a combination of exam and continuing education contact hours equivalent to (A) or (B);

(3) provisions for revocation of a specialist's certification, including but not limited to, falsifying information or providing negligent recommendations inconsistent with industry-standard cross-connection control guidelines;

(4) a website providing public access to the most recent list of cross-connection control specialists:

(A) who hold a valid certification from the certifying organization. At a minimum, the list is to include each specialist's last name, first name, certification number, and the date on which each specialist's certification expires; or

¹⁰ The requirement for a written exam does not preclude using computerized exams.

(B) whose certification was revoked, pursuant paragraph (3), in the three years preceding the date of the list. At a minimum, the list is to include each specialist's last name, first name, revoked certification number, the date on which each specialist's certification was revoked, and the reason for revocation.

(5) initial certification requirements:

(A) a valid backflow prevention assembly tester certification from a certification organization recognized by the State Water Board pursuant to section 3.4.1; and

(B) completion of an instructional training course (acceptable to the certifying organization¹¹) that covers the subjects in Appendix E and is no less than 30 hours in length over no fewer than five days (inclusive of an exam, if provided). This paragraph does not preclude a certification organization from providing the instructional training course to the public, including certified specialists.

(C) As an alternative to (A) the certifying organization may accept additional instruction in the subject areas of testing, maintaining and repairing BPAs equivalent in length and scope to the requirements in 3.4.1(b)(6).

(D) As an alternative to (A) the certifying organization may accept a minimum of five (5) years documented experience performing cross-connection control specialist duties, as outlined in Appendix E.

(c) To be recognized by the State Water Board as a certifying organization for cross-connection control specialists, a certifying organization shall:

(1) submit an application with the following information to the State Water Board for review:

(A) Written documentation of a certification program that includes a process that is no less stringent than the criteria in subsection (b);

(B) evidence that the organization's certification program and exam process has been reviewed, with concerns adequately addressed, by a credentialed psychometrician proficient in the design of objective exams, experienced in the assessment of certification or licensing organizations, and familiar with the application of the requirements of *ISO*¹²/*IEC*¹³ 17024: *Conformity Assessment- General Requirements for Bodies Operating Certification of Persons*; and

¹¹ But not limited only to training provided by the certifying organization or its affiliates.

¹² International Organization for Standardization

¹³ International Electrotechnical Commission

(C) a written statement, signed by the certifying organization's representative(s) having the authority and legal responsibility for operation of the certifying organization, attesting that the certifying organization will implement its certification program in a manner meeting or exceeding the criteria in subsection (b) and consistent with the application submitted to the State Water Board.

(2) adequately address each State Water Board comment and question concerning the application, and

(3) receive a written acknowledgment from the State Water Board that the application is complete:

(d) A certifying organization, accredited by the American National Standards Institute (ANSI) in accordance with ISO/IEC 17024, which complies with subsection (b), will be considered to be a State Water Board-recognized certifying organization. Beginning three years after the effective date of the CCCPH, only those specialists with a valid certification from an ANSI-accredited certifying organization shall satisfy subsection (a) and certifications obtained by organizations in accordance with subsection (c) will be invalid.

(e) This Article does not preclude a local health agency from maintaining a cross-connection control specialist certification program for specialists within the local health agency's jurisdiction. Using a specialist certified by a local health agency does not relieve a PWS from meeting the requirements of this Article.

(f) This Article does not preclude a PWS from disallowing the use of an individual cross-connection control specialist certified pursuant to this Article if the PWS has reason to believe a certified specialist may not be proficient in their knowledge of cross-connection control and the causes, effects, and prevention of backflow, or for any other reason (e.g., fraud, deceit, negligence, misconduct, etc.). A PWS must report any evidence of a specialist falsifying reports to that specialist's certifying organization.

(g) This Article is effective July 1, 2026.

Article 5 – Recordkeeping, Backflow Incident Response, and Notification

3.5.1 Recordkeeping

(a) Each PWS must maintain the following records:

- (1) The two most recent hazard assessments for each user premise, conducted pursuant to CCCPH section 3.2.1 (Hazard Assessment);
- (2) for each BPA, the associated hazard or application, location, owner, type, manufacturer and model, size, installation date, and serial number;
- (3) for each AG installation, the associated hazard or application and the location, owner, and as-built plans of the AG;
- (4) results of all BPA field testing, AG inspection, and swivel-ell inspections and field tests for the previous three calendar years, including the name, test date, repair date, and certification number of the backflow prevention assembly tester for each BPA field test and AG and swivel-ell;
- (5) repairs made to, or replacement or relocation of, BPAs for the previous three calendar years;
- (6) the most current cross-connection tests (e.g. shutdown test, dye test);
- (7) if a user supervisor is designated for a user premise, the current contact information for the user supervisor and water user, and any applicable training and qualifications as described by CCCPH section 3.2.2(f);
- (8) descriptions and follow-up actions related to all backflow incidents;
- (9) if any portion of the cross-connection control program is carried out under contract or agreement, a copy of the current contract or agreement;
- (10) the current Cross-Connection Control Plan as required in CCCPH section 3.1.4.; and
- (11) any public outreach or education materials issued as required in CCCPH section 3.1.3.(a)(9) for the previous three calendar years.

(b) All information in subsection (a) must be available to the State Water Board upon request.

3.5.2 Backflow Incident Response Procedure

Each PWS must include backflow incident response procedures in the Cross-Connection Control Plan required in CCCPH section 3.1.4. The PWS must describe its procedures for investigating and responding to suspected backflow incidents including, but not limited to, the following:

(a) Consideration of complaints or reports of changes in water quality as possible incidents of backflow;

(b) Water quality sampling and pressure recording; and

(c) Documentation of the investigation, and any response and follow-up activities.

3.5.3 Backflow Incident Notification

(a) Each PWS must notify the State Water Board and local health agencies of any known or suspected incident of backflow within 24 hours of the determination. If required by the State Water Board, a PWS must issue a Tier 1 public notification pursuant to CCR, Title 22, Section 64463.1.

(b) If required by the State Water Board, the PWS must submit, by a date specified by the State Water Board, a written incident report describing the details and affected area of the backflow incident, the actions taken by the PWS in response to the backflow incident, and the follow up actions to prevent future backflow incidents. The written report must contain, at a minimum, the information requested in Appendix F.

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Appendix

Appendix A: Assembly Bill 1671 (2017, Chapter 533) and Assembly Bill 1180 (2019, Chapter 455).

Appendix B: ASME A112.1.2-2012(R2017) Table 1, Minimum Air Gaps for Generally used Plumbing Fixtures, page 4

Appendix C: Backflow Prevention Assembly Diagrams

Appendix D: High Hazard Premises

Appendix E: General Range of Knowledge for Cross-Connection Control Specialists

Appendix F: Example Backflow Incident Reporting Form

Appendix G: Related Statutes and Regulations

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Appendix A

Assembly Bill 1671 (2017, Chapter 533)
Assembly Bill 1180 (2019, Chapter 455)

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PLACEHOLDER – ADD PDFs HERE OF AB 1671 (3 PAGES) AND AB 1180 (3 PAGES) AND DELETE THIS PAGE. NEXT PAGE INTENTIONALLY BLANK.

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Appendix B

ASME A112.1.2-2012(R2017) Table 1,
Minimum Air Gaps for Generally used Plumbing
Fixtures, page 4

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Appendix B
ASME A112.1.2-2012(R2017) Table 1, Minimum Air Gaps for Generally used Plumbing Fixtures,¹ page 4

TABLE 1
Minimum Air Gaps for Generally used Plumbing Fixtures⁴

FIXTURES	WHERE NOT AFFECTED BY SIDEWALLS ¹ (inches)	WHERE AFFECTED BY SIDEWALLS ² (inches)
Effective opening ³ not greater than ½ of an inch in diameter	1	1½
Effective openings ³ not greater than ¾ of an inch in diameter	1½	2¼
Effective openings ³ not greater than 1 inch in diameter	2	3
Effective openings ³ greater than 1 inch in diameter	Two times the diameter of effective opening	Three times the diameter of effective opening

For SI units: 1 inch = 25.4 mm

Notes:

¹ Sidewalls, ribs, or similar obstructions do not affect air gaps where spaced from the inside edge of the spout opening at a distance exceeding three times the diameter of the effective opening for a single wall, or at a distance exceeding four times the effective opening for two intersecting walls.

² Vertical walls, ribs, or similar obstructions extending from the water surface to or above the horizontal plane of the spout opening other than specified in Footnote 1 above. The effect of three or more such vertical walls or ribs has not been determined. In such cases, the air gap shall be measured from the top of the wall.

³ The effective opening shall be the minimum cross-sectional area at the seat of the control valve or the supply pipe or tubing that feeds the device or outlet. Where two or more lines supply one outlet, the effective opening shall be the sum of the cross-sectional areas of the individual supply lines or the area of the single outlet, whichever is smaller.

⁴ Air gaps less than 1 inch (25.4 mm) shall be approved as a permanent part of a listed assembly that has been tested under actual backflow conditions with vacuums of 0 to 25 inches of mercury (85 kPa).

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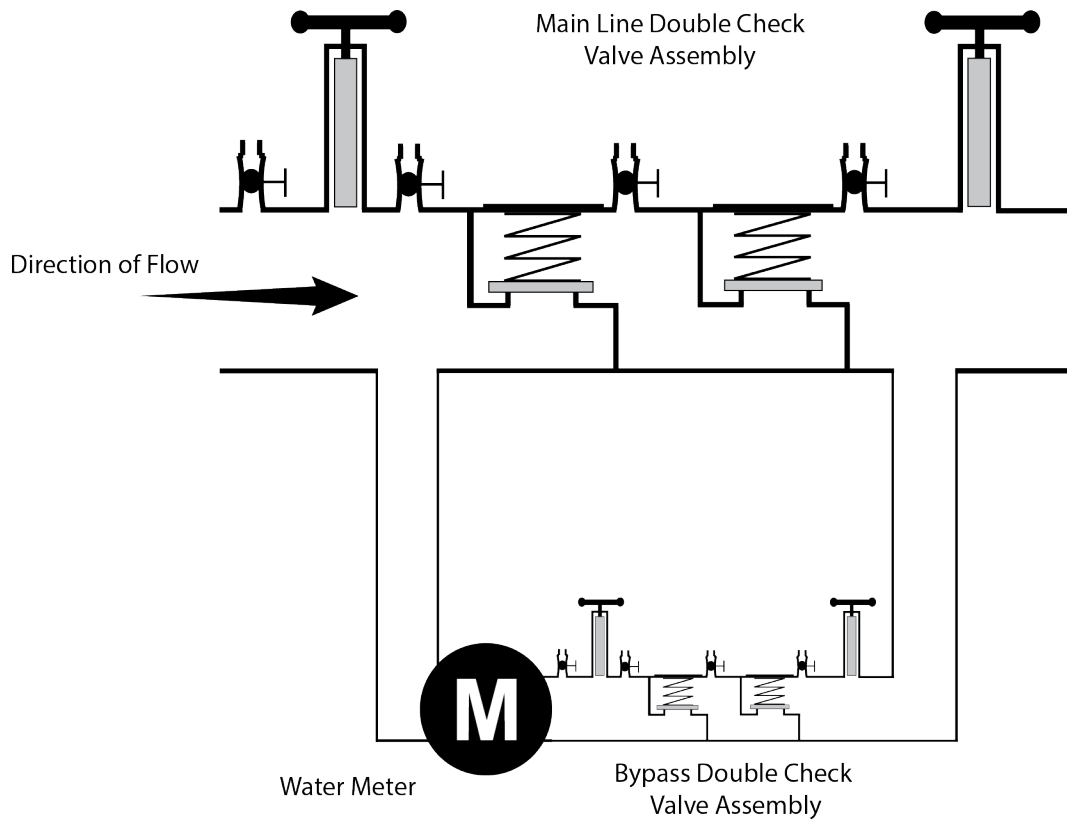
Appendix C

Backflow Prevention Assembly Diagrams

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Appendix C

Diagram 1
Double check detector backflow prevention assembly¹

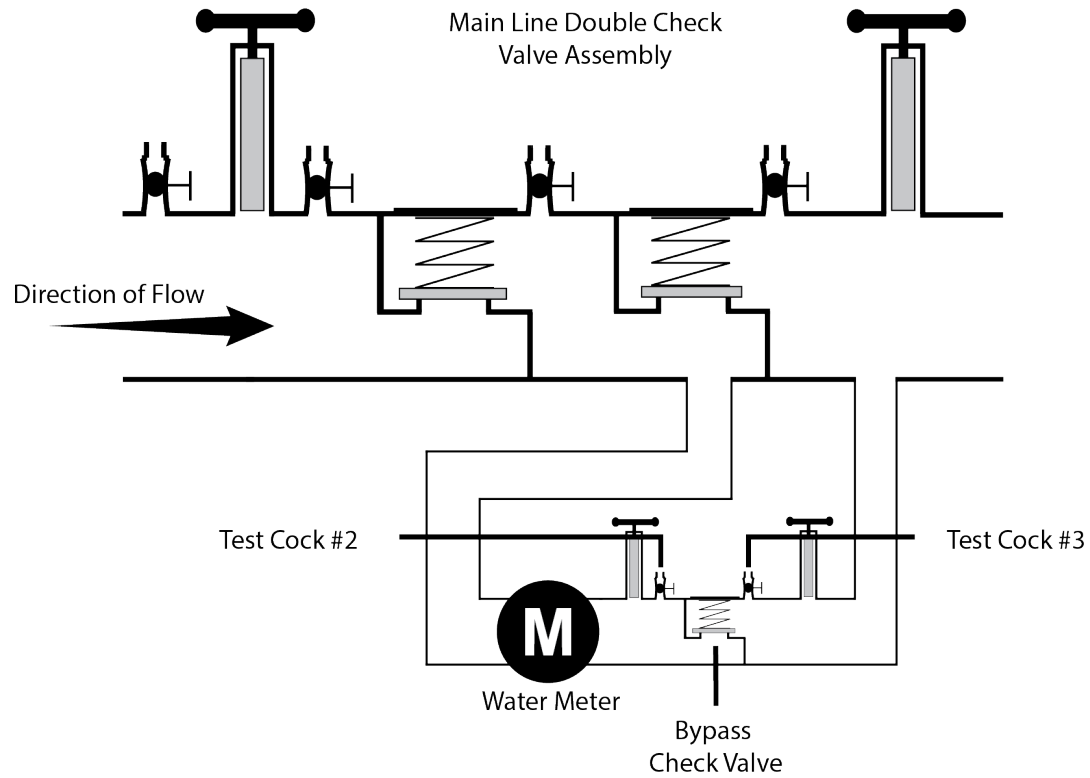


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Appendix C

Diagram 2

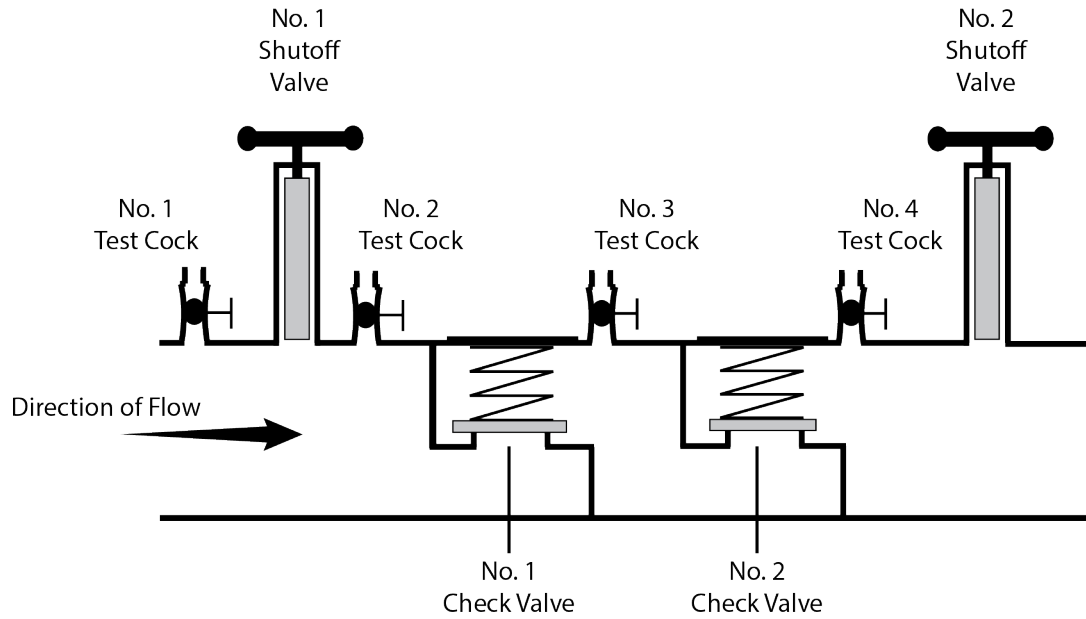
Double check detector backflow prevention assembly – type II ²



² © 2023 University of Southern California. Used with permission.

Appendix C

Diagram 3
Double check valve backflow prevention assembly³

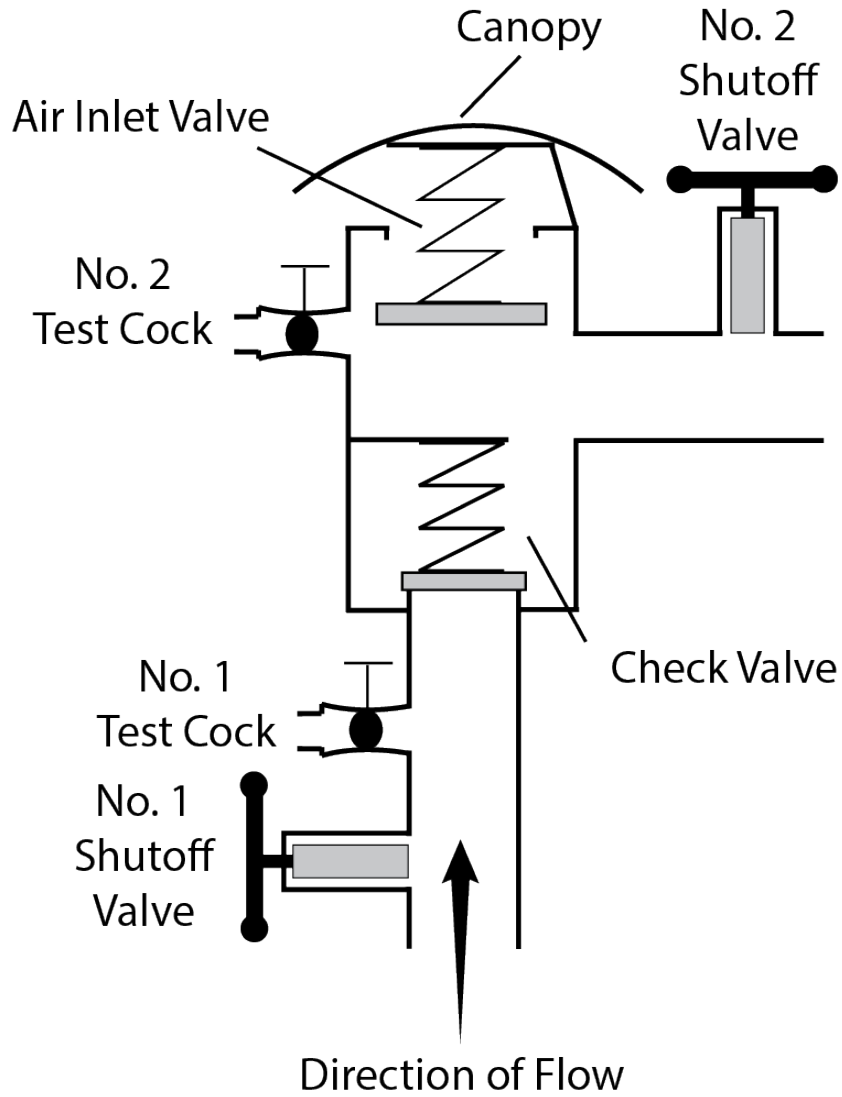


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Appendix C

Diagram 4

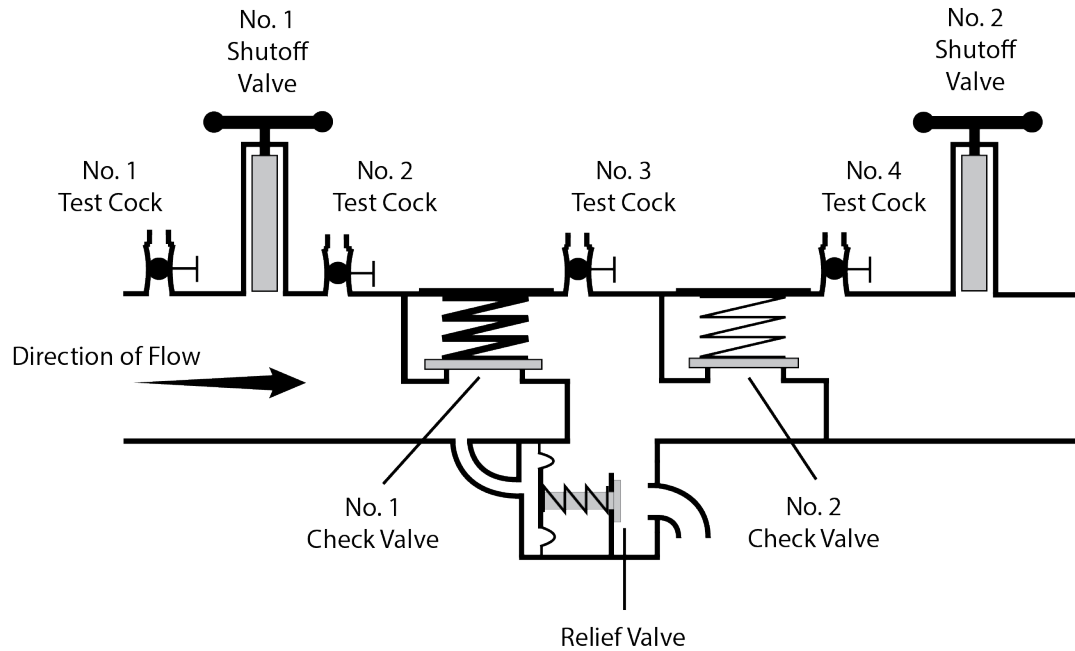
Pressure vacuum breaker backsiphonage prevention assembly⁴



⁴ © 2023 University of Southern California. Used with permission

Appendix C

Diagram 5
Reduced pressure principle backflow prevention assembly⁵

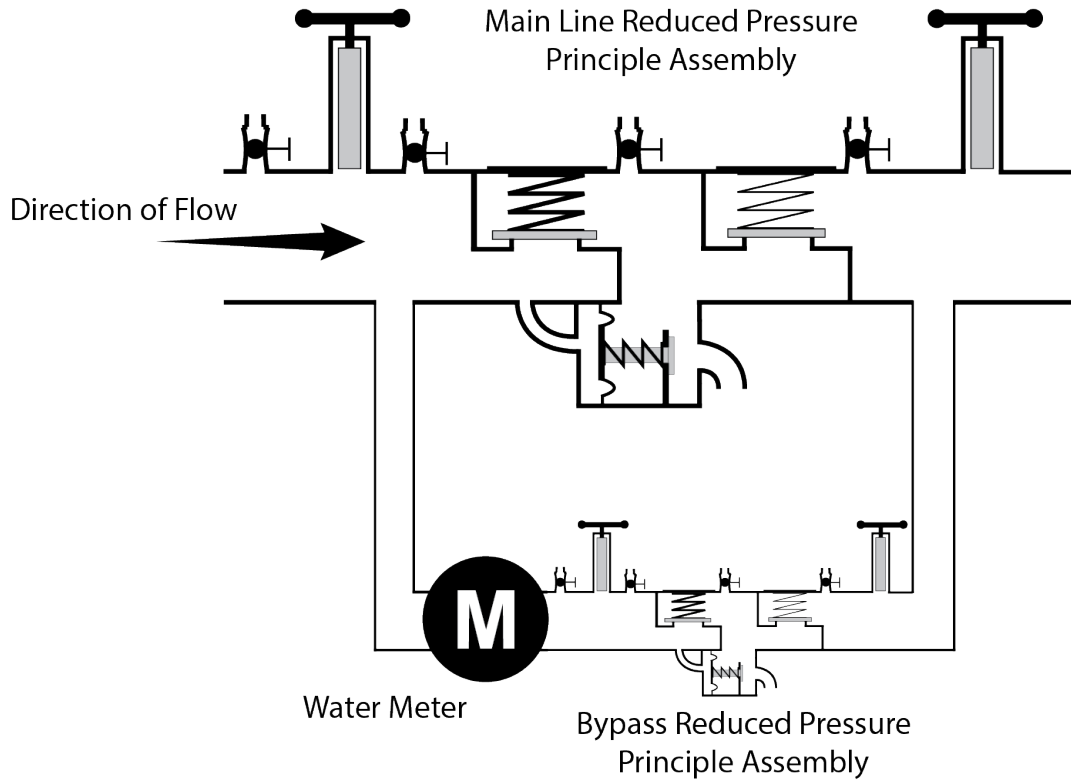


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Appendix C

Diagram 6

Reduced pressure principle detector backflow prevention assembly⁶

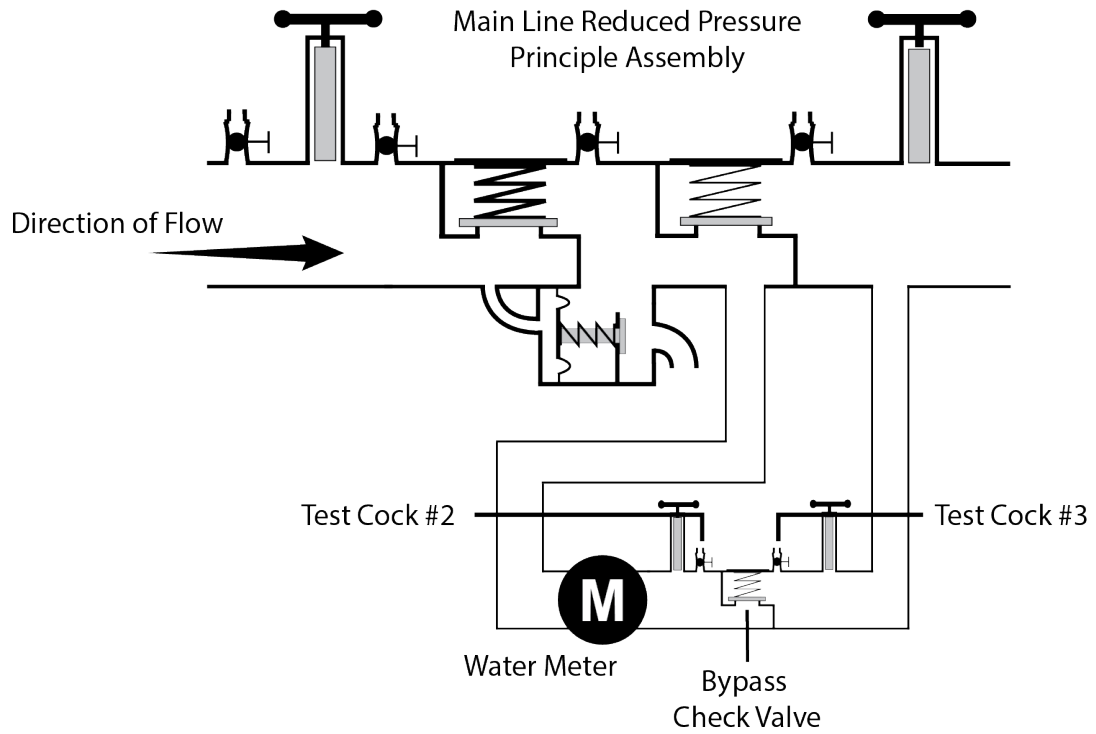


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Appendix C

Diagram 7

*Reduced pressure principle detector backflow prevention assembly – type II*⁷

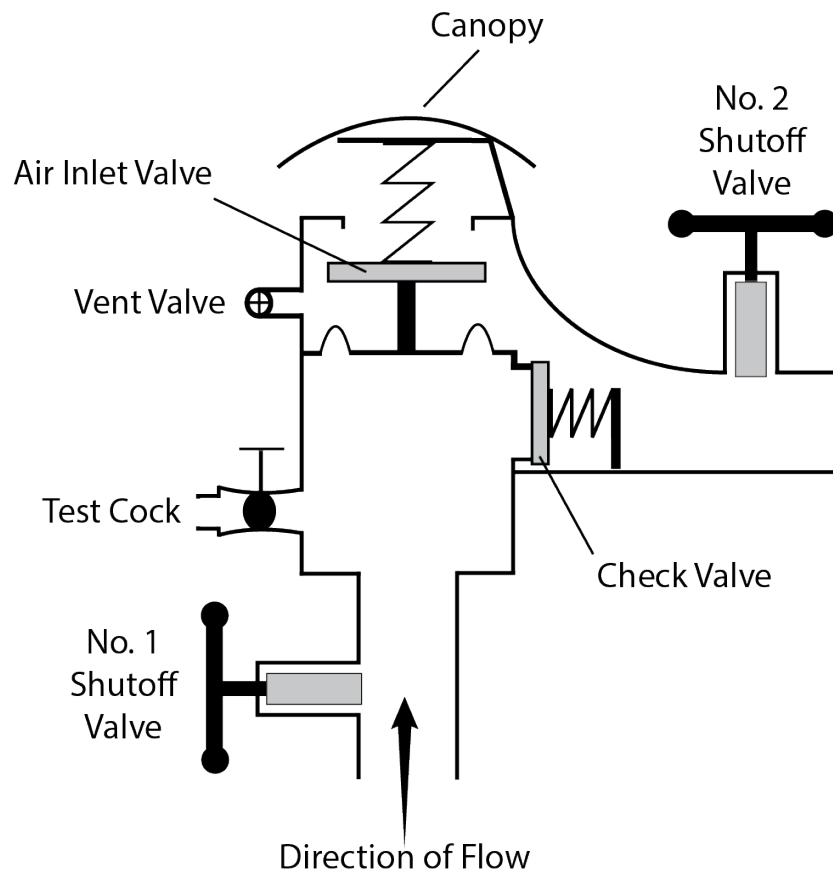


⁷ © 2023 University of Southern California. Used with permission

Appendix C

Diagram 8

Spill-resistant pressure vacuum breaker backsiphonage prevention assembly⁸



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Appendix C

Swivel-Ell Design and Construction Criteria

The criteria below, in conjunction with the swivel-ell diagrams that follow (Diagrams 9a and 9b), are **minimum** acceptable design and construction-related requirements for utilizing a swivel-ell. For restrictions and allowances for utilizing a swivel-ell, see CCCPH section 3.2.2.

A. Prior to operation of a swivel-ell, the PWS will receive approval for the design and construction plans of that swivel-ell from the State Water Board.

B. The drinking water supply must not, under any circumstances, be directly connected to the recycled water supply, nor be designed such that the recycled water use site could be supplied concurrently by a recycled water supply and a drinking water supply.

C. The drinking water supply line and the recycled water supply line must be offset (see Diagram 9b) in a manner that ensures a tee-connection, spool, or other prefabricated mechanical appurtenance(s) could not be readily utilized in lieu of the swivel-ell connection, nor result in the recycled water use site being supplied concurrently by recycled water and drinking water.

D. The recycled water supply line used in conjunction with the swivel-ell must be the only recycled water supply to the recycled water use area.

E. The swivel-ell must be located as close as practical to the public water system service connection, with the swivel-ell connection being located as close as practical to the RP upstream of the swivel-ell.

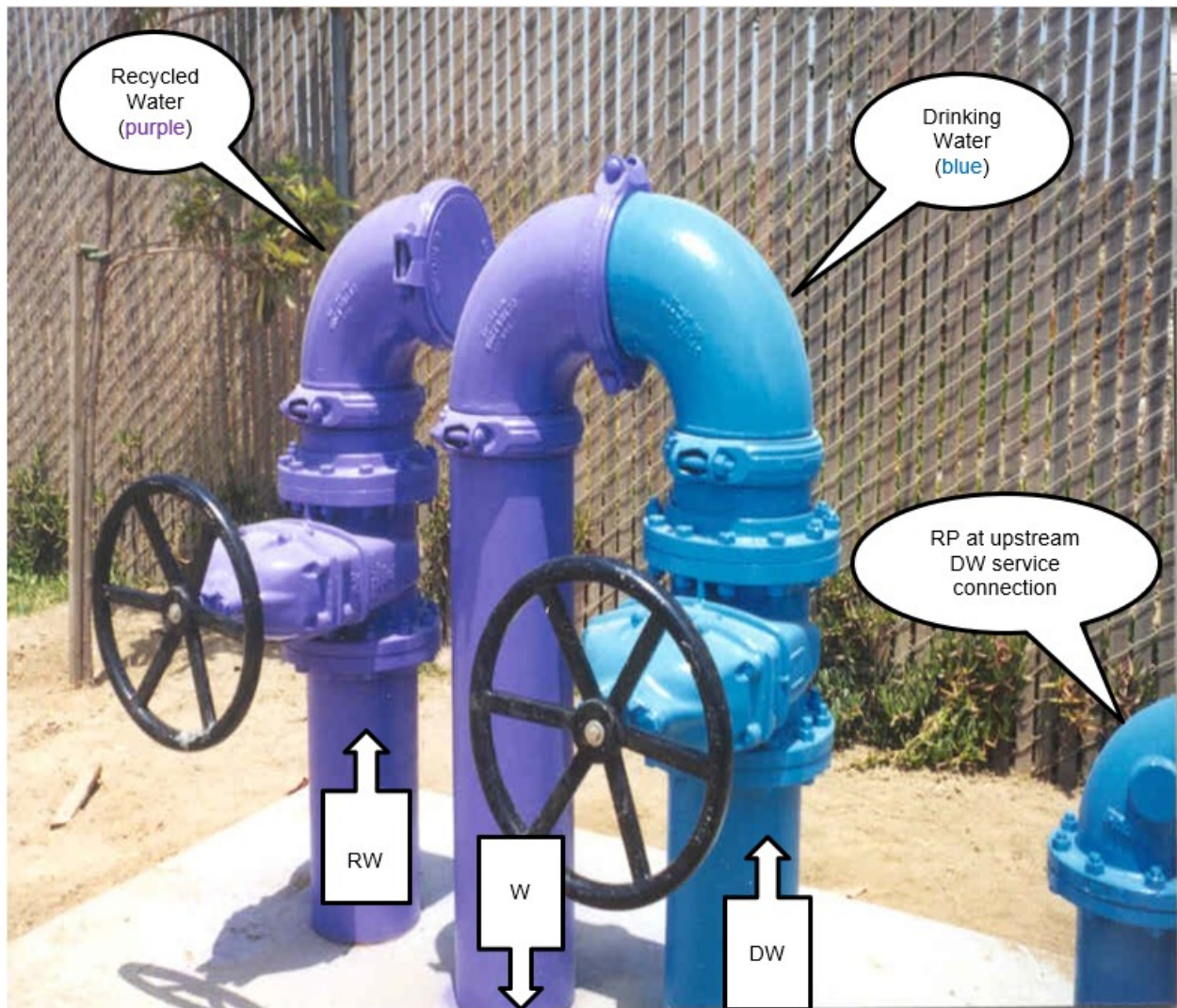
F. The swivel-ell must:

1. be located above ground;
2. be color-coded pursuant to section 116815 of the CHSC and its implementing regulations;
3. include appropriate signage, as required by regulation and the State Water Board;
4. be provided the security necessary to prevent interconnections, vandalism, unauthorized entry, etc.; and
5. be provided with meters on both the recycled water service and drinking water service connections.

Legend for Diagram 9a and 9b (also see next page)

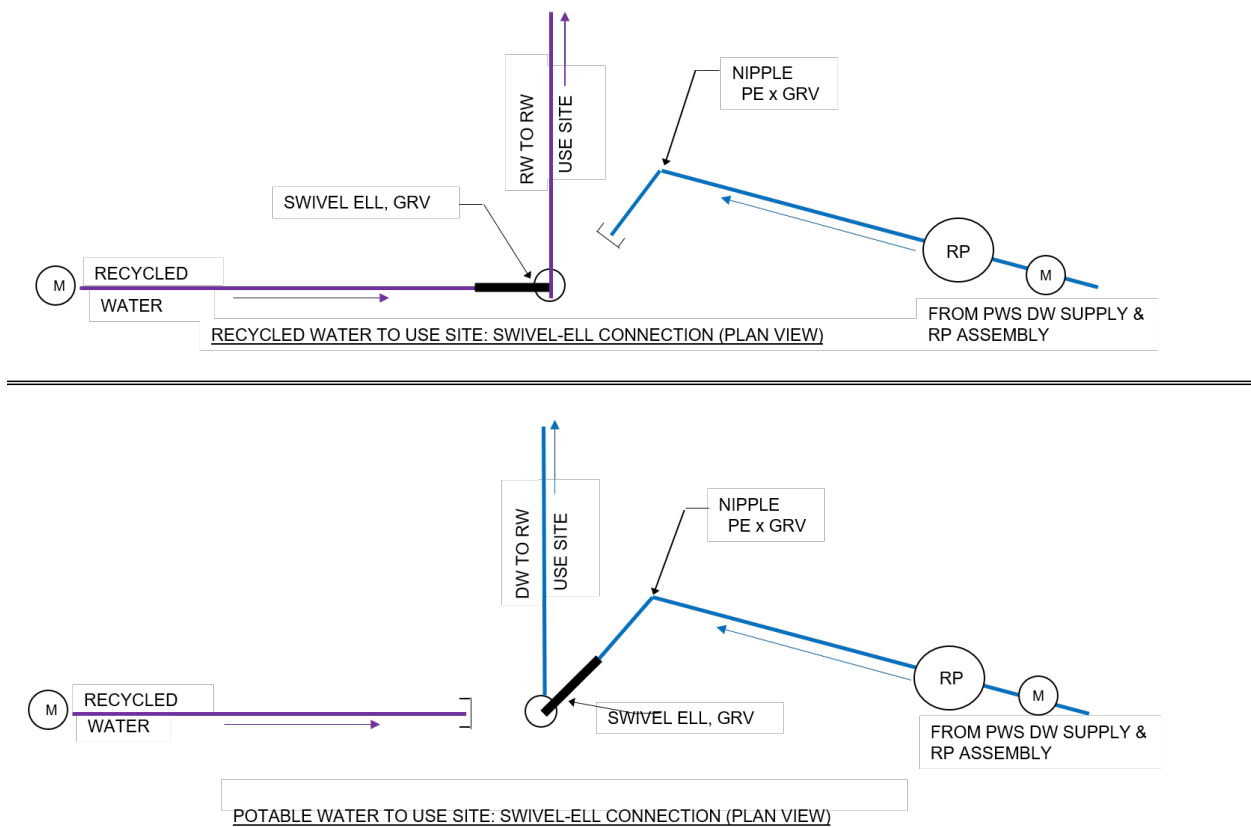
- RP = Reduced pressure principle backflow prevention assembly
RW = Tertiary-treated recycled water originating from wastewater treatment facility
DW = Drinking water originating from a public water system
W = Water (tertiary recycled water or drinking water) to use site. As pictured, configured for supplemental drinking water to the use site.
M = Meter (*next page*)
PE = Plain End (*next page*)
GRV = Groove (*next page*)
PWS = Public Water System (*next page*)

Diagram 9a: Example Swivel-Ell Pictorial (also see Plan View Schematics)



Note: The RP, a required component of an acceptable swivel-ell, is not shown in the picture.

**Diagram 9b: Swivel-ElI Typical Plan View Schematics
(not intended to be an exact portrayal of the pictorial)**



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Appendix D

High Hazard Premises

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APPENDIX D

HIGH HAZARD CROSS-CONNECTION CONTROL PREMISES

The list below identifies premises that require backflow protection provided by an air gap or a reduced pressure principle backflow prevention assembly, unless noted otherwise. The list below is not intended to be all-inclusive. A PWS, State Water Board, or local health agency may require an AG, RP, or both to protect a PWS from other hazards not listed below and identified in premises through the hazard assessment completed in CCCPH Chapter 3, section 3.2.1. A PWS may reduce or increase the minimum protection required for a previously hazard-assessed user premise following a hazard reassessment as described in CCCPH Chapter 3, section 3.2.1.

1. Sewage handling facilities
2. Wastewater lift stations and pumping stations
3. Wastewater treatment processes, handling, or pumping equipment that is interconnected to a piping system connected to a PWS (+)
4. Petroleum processing or storage plants
5. Radioactive material storage, processing plants or nuclear reactors
6. Mortuaries
7. Cemeteries
8. Sites with an auxiliary water supply interconnected with PWS (+)
9. Sites with an auxiliary water supply not interconnected with PWS
10. Premises with more than one connection to the PWS (++++)
11. Recycled water (++)(+++)
12. Recycled water interconnected to piping system that contains water received from a PWS (+)
13. Graywater systems, as defined in California Water Code Section 14876, that are interconnected to a piping system that is connected to a PWS
14. Medical facilities
15. Kidney dialysis facilities
16. Dental office with water-connected equipment
17. Veterinarian facilities
18. Chemical plants
19. Laboratories
20. Biotech facilities
21. Electronics manufacture
22. Dry cleaner facilities
23. Industrial or commercial laundry facilities
24. Metal-plating facilities
25. Business park with a single meter serving multiple businesses
26. Marine-port facilities
27. Car wash facilities
28. Mobile home park, RV park, or campgrounds with RV hookups

- 29. Hotels/motels
- 30. Gas stations
- 31. Fire stations
- 32. Solid waste disposal facilities
- 33. Pet groomers
- 34. Agricultural premises
- 35. Hazard assessment access denied or restricted
- 36. Railroad maintenance facilities
- 37. Incarceration facilities (e.g. prisons)
- 38. Temporary connections to fire hydrants for miscellaneous uses, including construction
- 39. Private water distribution mains
- 40. Drinking water storage tank overflow connected to a sump or storm drain (+)
- 41. Airports

(+) Premise isolated by air gap only except as allowed through CCCPH Section 3.2.2(c)

(++) Dual-plumbed use areas established per CCR Title 22, Section 60313 through 60316.

(+++ Residences using recycled water for landscape irrigation as part of an approved dual plumbed use area established pursuant to CCR Title 22, sections 60313 through 60316 shall use, at a minimum, a DC. If the water supplier is also the supplier of the recycled water, then the recycled water supplier may obtain approval of the local public water supplier or the State Water Board, to utilize an alternative backflow protection plan that includes an annual inspection of both the recycled water and potable water systems and an annual cross-connection test of the recycled water and potable water systems pursuant to subsection 60316(a) in lieu of any BPA.

(++++ All connections must receive at least the same level of protection excluding fire protection when connected to the PWS distribution system (e.g. if one connection requires an RP then all connections must have RPs installed).

Appendix E

General Range of Knowledge for Cross-
Connection Control Specialists

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APPENDIX E

General Range of Knowledge for Cross-Connection Control Specialists

To effectively prevent unintended backflow into a PWS's distribution system, it is necessary for a cross-connection control specialist to have an understanding of a range of subjects related to cross-connection control. This appendix provides a list of such subjects.

This appendix is not meant to preclude instruction of additional subjects that may be necessary or beneficial to the goal of a prospective or existing cross-connection control specialist in being proficient in protecting public health from backflow through cross-connection control measures. Emphasis on particular subjects should be in a manner that best achieves that goal.

(a) GENERAL

- (1) Cross-connection control terminology.
- (2) The history leading to the need for cross-connection control, including causes, impacts, including but not limited to:
 - (A) potable water distribution systems;
 - (B) examples of backflow incidents and actual or potential public health impacts; and
 - (C) evolution of methods of cross-connection control and backflow prevention assemblies.
- (3) Hydraulics (general) – An understanding of hydraulic gradients, pressure variations, flow rates, temperature, the properties of water, backsiphonage, backpressure, and other elements necessary to understand the causes for backflow.
- (4) Public outreach – How to appropriately convey the value of cross-connection control to PWS personnel and the public.

(b) LAWS, REGULATIONS, AND GUIDANCE

- (1) Federal – Applicable federal laws, regulations, and guidance.
- (2) State – California laws and regulations, including, but not limited to, the State Water Resources Control Board's most recent edition of its *Cross-Connection Control Policy Handbook* and other requirements related to cross-connection control.
- (3) Local – An understanding of the need to ensure local requirements are considered and how best to find such requirements.

(c) HAZARD ASSESSMENTS AND METHODS TO PREVENT BACKFLOW

A comprehensive understanding of how to conduct cross-connection surveys of water systems for the purpose of identifying cross-connections, assessing hazards, and identifying the most effective and legally appropriate methods for protection from backflow. At a minimum, the following topics should be considered to achieve such an understanding:

(1) Surveys:

- (A) Preparation (e.g., authority, notification, prioritizing customers/premises, coordinating with public water systems, etc.);
- (B) Design and as-built drawings related to water supply and cross-connection control;
- (C) Public water system schematics;
- (D) How to identify existing and new construction, with an understanding of how construction may impact backflow protection;
- (E) How to identify cross-connections (actual and potential);
- (F) How to identify and differentiate between high hazard and low hazard cross-connections; and
- (G) Problems associated with multi-story buildings, multiple service connections at a premises, typical water-use equipment, etc., and varying types of water service, including irrigation, recycled water, gray water, fire prevention systems, and dual plumbed premises.

(2) Assessing Hazards:

- (A) Identifying and differentiating between premises activities leading to high hazard cross-connections and low hazard cross-connections (for examples of high hazard activities, see Appendix D); and
- (B) Understanding potential public health impacts from backflow associated with the problems in section (c)(1)(G) of this appendix.

(3) Assemblies and Methods for Backflow Prevention:

- (A) A comprehensive understanding of approved methods for cross-connection control and preventing backflow with respect to an assessed hazard;
- (B) Identifying unapproved methods for cross-connection control and preventing backflow;
- (C) An understanding of components, design and operation, proper installation and location of backflow prevention assemblies, including air gaps, and backflow prevention assembly field test methods, field test results, and the assessment of air gaps; and
- (D) Identifying unapproved assemblies, as well as those assemblies whose operation and/or state of repair necessitates replacement with an approved assembly.

(d) CROSS-CONNECTION CONTROL PROGRAMS

A comprehensive understanding of the development, elements, and administration of cross-connection control programs, including, but not limited to:

- (1) An ability to assess the federal, state, and local requirements applicable to a public water system's cross-connection control program, such that adherence to the cross-connection control program would result in compliance with the requirements;
- (2) The roles, responsibilities, and authority of individuals and entities involved in the critical elements of a successful plan for cross-connection control (see CCCPH section 3.1.4); and
- (3) The ability to assess the components of a public water system's Cross-Connection Control Plan (see CCCPH section 3.1.4) that best assures the prevention of undesired backflow into the public water system's distribution system, and to communicate deficiencies to public water system personnel.

(e) CROSS-CONNECTION TESTS

A comprehensive understanding of:

- (1) The purpose of a cross-connection test and when a cross-connection test should be performed;
- (2) The ability to develop protocols and make arrangements for cross-connection tests, and subsequently oversee and/or perform such cross-connection tests, in a manner that determines whether interconnections exist between unapproved sources and approved water supplies; and
- (3) Follow-up actions and notifications if a cross-connection test indicates an interconnection.

(f) RECORDKEEPING AND INCIDENT RESPONSE

A comprehensive understanding of:

- (1) The agencies and authorities to be notified in the event of a backflow incident;
- (2) How to determine the cause of a backflow incident and the actions necessary to prevent similar incidents in the future;
- (3) How to properly document a backflow incident, including but not limited to the information in the example backflow incident response form in Appendix F; and
- (4) How to properly document the elements associated with surveys and hazard assessments, including those identified in section (c) of this appendix.

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Appendix F

Example Backflow Incident Reporting Form

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BACKFLOW INCIDENT REPORT FORM

Water System: _____

Water System Number: _____

Incident Date: _____

Incident Time (if known): _____

Incident Location: _____

How was the incident discovered?

Backflow Originated from:

Premise Location: _____

Address: _____

Premise Contact Person: _____ Title: _____

Phone: _____ Email: _____

Connection Type: (please check one)

☐ Industrial ☐ Commercial ☐ Single-Family Residential ☐ Multi-Family Residential

☐ Irrigation ☐ Recycled Water ☐ Water System Facility

☐ Other: _____

Description and source of backflow substance (please be as descriptive as possible):

If available, please attach an MSDS or other chemical description form

Was the backflow fluid contained within the user side? YES ☐ NO ☐

Estimated Number of Affected Persons: _____

Number and description of consumer complaints received:

Did any consumers report illness? Please describe.

If applicable, please describe the consumer notification:

INVESTIGATION

Please describe the water system investigation including time frames:

What was the area system pressure? _____

Is this within typical range: YES ☐ NO ☐ - typical pressure: _____

Was a sample of the water contaminated by the backflow incident collected and stored before flushing? YES ☐ NO ☐

Please describe all sampling:

DDW recommends laboratory or field sampling for the following parameters: total coliform, E. coli, free and total chlorine residual, pH, odor, turbidity, temperature, and color. Additional sampling should be collected at the PWS and regulatory agency's discretion.

CORRECTIVE ACTIONS

Please describe the corrective actions taken by the water system:

Was the chlorine residual increased after discovery of backflow incident? YES ☐ NO ☐

Date of the last cross-connection control hazard assessment of the premise with the backflow incident conducted: _____

Did the premise have backflow prevention assemblies? YES ☐ NO ☐

Date of most recent backflow prevention assembly test(s): _____

When was the Division of Drinking Water or Local County Health office notified?

Date: _____ Time: _____ Contact Person: _____

Was the Division or Local County Health notified within 24 hours? YES ☐ NO ☐

Other agencies or organizations contacted?

CERTIFICATION

Name: _____ Job Title: _____

Certification(s): _____

Please list all cross-connection control related certifications including number and expiration date

I certify that the forgoing information is true and correct to the best of my ability.

Signature: _____ Date: _____

Attach the following applicable documentation

1. Laboratory Test Results
2. Sketch of the cross-connection and modifications
3. MSDS or chemical information forms if chemical hazard is known
4. Applicable backflow assembly test reports including the most recent test before the incident
5. Other relevant supporting documentation

Appendix G

Related Statutes and Regulations

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The following laws and regulations are considered related or tangential to the CCCPH, and are included in a descriptive format to provide additional, relevant background information

California Laws and Regulations

In addition to the California SDWA statutory requirements cited in CCCPH Chapter 1, section 1.3.1, California has statutes addressing certain authorities and requirements that may have influenced the CCCPH or may otherwise be of interest.

- Urban and community water systems must have a written policy on discontinuation of residential service for nonpayment and must not discontinue residential service for nonpayment if certain conditions are met. (CHSC sections 116900 – 116926)
- Senate Bill 1263 (2017) requires that before a person submits an application for a permit for a proposed new public water system, the person shall first submit a preliminary technical report which must include a cost comparison of a new public water system and consolidations with an existing system. (CHSC section 116527)
- Effective June 24, 2015, Senate Bill 88 (SB 88) (Statutes 2015, Chapter 27) added sections 116680-116684 to the CHSC, allowing the State Water Board to require certain water systems that consistently fail to provide safe drinking water to consolidate with, or receive an extension of service from, another public water system. The consolidation can be physical or managerial.
- Local health officers may maintain programs for the control of cross-connections by water users, within water users' premises, where public exposure to backflow may occur. Such programs may include water user premises inspections, collection of fees, certification of backflow prevention assembly¹ (BPA) testers, and other discretionary elements. Local health officer BPA tester certification standards must be consistent with the standards prescribed in the CCCPH. Water users are required to comply with all orders, instructions, regulations, and notices from the local health officer regarding installation, testing, and maintenance of a BPA. (CHSC sections 116800 - 116820).
- Pursuant to the California Building Standards Law (CHSC sections 18901 - 18949.31), the California Building Standards Commission (CBSC) must administer the processes related to the adoption, approval, and publication of regulations referred to as the California Building Standards Code (Title 24, California Code of Regulation). Title 24 serves as the basis for the minimum design and construction

¹ California statutes use a variety of terms when referencing a 'backflow prevention assembly' (e.g., backflow protective device, backflow protection equipment, backflow prevention device, backflow or back siphonage protection device, backflow preventer, or backflow device). For consistency with industry terminology, 'backflow prevention assembly' is used in the CCCPH, unless directly quoted otherwise.

of buildings in California and includes the California Plumbing Code (Part 5 of Title 24), which contains requirements pertaining to cross-connection control and backflow prevention.

- A BPA intended to convey or dispense water for human consumption via drinking or cooking must meet California's "lead free" requirements. (CHSC section 116875)
- Limits are established for the installation of backflow protection equipment where automatic fire sprinkler systems are utilized. (CHSC section 13114.7)²
- Cross-connection control must be addressed in engineering reports that are required (CCR Title 22, section 60323) for recycled water projects. (Wat. Code section 13552.8)
- If a public agency requires the use of recycled water for toilet and urinal flushing in a structure (except certain mental health facilities), the public health agency must prepare an engineering report that addresses cross-connection control. (Wat. Code section 13554)
- Prior to indoor use of recycled water in a condominium project, the entity delivering the recycled water must submit a report, for State Water Board³ approval, and include the following related to cross-connection control (Wat. Code section 13553(d)(1)):
 - The condominium project must be provided with a backflow prevention assembly approved by the State Water Board.
 - The backflow prevention assembly must be inspected and tested annually by a certified tester.
 - The condominium project must be tested by the recycled water agency or local agency at least once every four years for indications of possible cross-connections between the condominium's potable and non-potable systems.
- California's Department of Water Resources was required to convene a task force, known as the 2002 Recycled Water Task Force, to identify constraints, impediments, and opportunities for the increased use of recycled water and report

² CHSC section 13114.7 historically provided potential limits for backflow prevention assemblies on fire sprinklers. Even though current standards differ from the language stated in CHSC section 13114.7, it is still being provided as a historical reference as there may still be installations with the now outdated limits established in section 13114.7

³ The California Department of Public Health's authority and responsibility pertaining to this reference was transferred to the State Water Board via Senate Bill 861 (2014, Chapter 35). As such, applicable statutory mandates that may refer to "California Department of Public Health" or "Department" may be referred to as "State Water Board" in this document.

to the Legislature by July 1, 2003. The task force was also asked to advise and make recommendations concerning cross-connection control, including the applicability of visual inspections instead of pressure tests for cross-connections between potable and non-potable water systems. (Wat. Code section 13578(b)(1). The final report⁴ provided the following recommendations to the State Water Board – Division of Drinking Water (Division):

- Prepare guidance on dual plumbed regulations (22 CCR sections 60313-60316) consistent with Appendix J of plumbing code (Chapter 15 of 2019 California Plumbing Code, formerly Chapter 16A).
- Support thorough assessment of risk associated with cross-connections between disinfection tertiary recycled water and potable water.
- Ensure uniform interpretation of cross-connection control requirement of Title 22 regulations (recycled water) and Title 17 (cross-connection control regulations)
- Recommend stakeholders to review draft Title 17 regulations.
- A person engaged in the salvage, purchase, or sale of scrap metal who knowingly possesses a backflow prevention assembly (or connections to the assembly or any part of the assembly), or who failed to report the possession of such items, which was previously owned by a utility or public agency, is guilty of a crime. (Pen. Code section 496e)
- Junk dealers or recyclers who possess a backflow prevention assembly (or connections to that assembly or any part of the assembly) without a written certification from the agency or utility owning or previously owning the assembly will be liable to the agency or utility for the wrongful possession. (Civ. Code section 3336.5 and, similarly, Bus. & Prof. Code section 21609.1)

Please note that a number of the codes, regulations, and statutes cited above are implemented under the authority of regulatory entities other than the State Water Board and would therefore be beyond the scope of this CCCPH. The intent of providing such citations is to increase general awareness with respect to other potential statutory requirements associated with cross-connection control. The list is not exhaustive and does not include other requirements that may exist, including those via regulations that may have been adopted by an appropriate regulatory entity.

Federal Laws and Regulations

⁴ California Department of Water Resources. (2003). *Water Recycling 2030: Recommendations of California's Recycled Water Task Force*

All suppliers of domestic water to the public are subject to regulations adopted by the U.S. Environmental Protection Agency (EPA) under the U.S. Safe Drinking Water Act (SDWA) of 1974, as amended (42 U.S.C. section 300f et seq.), as well as by the State Board under the California SDWA (Health & Saf. Code, div. 104, pt. 12, ch. 4, section 116270 et seq.). Additionally, the State Water Board has been delegated primacy - the responsibility and authority to administer U.S. EPA's drinking water regulations within California – on the condition that California adopt enforceable requirements no less stringent than U.S. EPA's.

The U.S. EPA currently has no distinct cross-connection control requirements that apply broadly to public water systems (PWS); however, the importance of cross-connection control is evident by the issue papers and guidance documents developed by U.S. EPA and their recognition that cross-connections and backflow represent a significant public health risk (see discussion in Chapter 2). Although U.S. EPA currently has no distinct cross-connection control requirements, the subject of cross-connection or backflow prevention assemblies is included in the U.S. SDWA and the Code of Federal Regulations (C.F.R.) in relation to PWS, including the following:⁵

- If used exclusively for non-potable services, a backflow prevention assembly (BPA) is exempt from the federal lead prohibitions. (42, U.S.C. section 300g)
- Allows increasing disinfectant concentrations in a PWS distribution system in the event of a cross-connection (backflow) event. (40 C.F.R. section 141.130(d))
- Proper maintenance of the distribution system, including cross-connection control, is identified as a best available technology (BAT) for microbial contaminant control. (40 C.F.R. section 141.63(e))
- Under the federal Revised Total Coliform Rule, a PWS having a cross-connection control program is one of the enhancements necessary to reduce monitoring for a PWS that had been under an increased monitoring frequency. (40 C.F.R. section 141.854(h)(2))
- Under the federal Revised Total Coliform Rule, a PWS having a cross-connection control program is a criterion for a state to allow a reduced monitoring frequency (40 C.F.R. section 141.855(d)(1))
- If a state allows the monitoring frequency reductions previously mentioned under the federal Revised Total Coliform Rule, a state is required to include in its primacy package to U.S. EPA how a PWS will be required to demonstrate cross-connection control. (40 C.F.R. section 142.16(q))

⁵ For requirements unrelated to cross-connection control, please consult California's laws and regulations specific to the topic of interest. California may have more stringent requirements (e.g., reduced monitoring allowed via federal regulations may be prohibited in California).



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Authorization to Sell Retired Police Service Dog and Purchase Replacement Police Service Dog and Training

SOURCE: Police

COMMENT: In August 2020, the City of Porterville purchased K9 "Neith," a Belgian Malinois, for use as a police service dog and explosive detection. K9 "Neith" is now 7 years old and has been in service for over five years. K9 "Neith" has reached an age, coupled with some recent health concerns, wherein service as a police service dog is not in the best interest of either the department or the dog. These factors increase his chances of being injured while on duty as well as his chances of being physically impacted due to our stringent training program. Also, there is an increasing potential that "Neith" might not be able to perform at a peak level when needed, which could jeopardize the safety of the handler and other police officers. Because "Neith" is no longer able to perform at a high level as a police service dog, the fair market value of "Neith" is \$1.00.

When a police service dog retires, the two options available are to either euthanize the animal or enter into a contract to sell it to a person who has advanced training and experience in handling police service dogs and who is willing to assume all liability for the animal. Officer Jasmine McAlister is "Neith's" handler and has a vast amount of experience handling police service dogs and is willing to assume all liability for the animal. As such, she has requested to purchase "Neith." In addition, the Department would also like to include the 10' x 10' security kennel which houses "Neith". The kennel is familiar to the K9 and would be used to secure "Neith" when the handler is away.

In addition, in July of this year, one of the Department's K9 handlers was reassigned to the Patrol Division. This left another vacancy within the Department K9 Unit. This K9, "Duke," has been kenneled at Top Dog Training Center to await the selection of his new handler.

Top Dog Training Center is the Department's current police service dog vendor and trainer, and the only police service dog kennel in Tulare County that provides a selection of police service dogs and associated training for the

needs of the Department. Top Dog Training Center supplies police service dogs to agencies throughout the State of California including the Tulare County Sheriff's Department, Kings County Sheriff's Department, Woodlake Police Department, Farmersville Police Department, Shafter Police Department, and Dinuba Police Department.

The Department's police service dog specialists recently visited the vendor to evaluate police service dogs and obtain pricing for one new police service dog and associated training for two new handlers. The Department would like to enter into an agreement with Top Dog Training Center to acquire one police service dog and necessary training for two dog handlers. With the addition of the new police service dog, and with the additional training for "Duke's" new handler, the Department will have all four police service dogs providing 24-hours/7-day-a-week coverage on patrol with these valuable tools. The training also includes specialty training such as detection of illegal firearms, explosives, and illegal narcotics such as fentanyl.

This vendor provides a full guarantee against any congenital health defects for two years after the date of purchase and additionally guarantees the dog for non-health service-related problems for one year.

The total cost for one police service dog and the related training for two handlers is \$31,754.38. Funds for this purchase are available in the Police Department's Drug Asset Forfeiture account and training account.

RECOMMENDATION:

That the City Council:

1. Approve the sale of K9 "Neith" and the security kennel to Officer Jasmine McAlister for the amount of \$1.00 and authorize the Mayor to execute the agreement for said sale; and
2. Approve the purchase of one new police service dog and related training for two new canine handlers from Top Dog Training Center for the amount of \$31,754.38, and authorize the Chief of Police to enter into an agreement with Top Dog Training Center to acquire said service dogs and training.

ATTACHMENTS:

1. K9 Purchase Agreement - Neith
2. PPD Quote Patrol Service Dog
3. PPD Quote Training Courses

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Richard Tree, Interim City Manager

CITY OF PORTERVILLE

CANINE (K-9) PURCHASE AGREEMENT

This Agreement between the City of Porterville ("City") and Officer Jasmine McAlister ("Officer") is made with reference to the following findings:

- A. Officer is assigned to the Patrol Division which includes being a K-9 Handler.
- B. Officer was, in conjunction with his assignment as a K-9 Handler, given the care, custody and control of a police dog named "Neith". Because of the extraordinary amount of time a handler spends with his canine partner, a strong mutual bond is developed between the handler and his canine. Furthermore, the Dog has been specially trained to assist officers in law enforcement tasks, and to respond to commands issued specifically by the Officer.
- C. The average working life expectancy for a police service dog is five to eight years. Neith was purchased and has been in either training or working for the department five years, but is approximately seven years old. Also coupled with some recent health concerns, wherein service as a police service dog is not in the best interest of either the department or the dog. These factors increase his chances of being injured while on duty as well as his chances of being physically impacted due to our stringent training program. Given the above factors, further service of the Dog to the City is of minimal monetary value.
- D. Due to the findings in Sections A through C, the City desires to sell the Dog to the Officer, pursuant to the terms set forth herein.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1. City hereby sells the Dog to the Officer for the sum of one dollar (\$1.00). The city is also providing the Officer with the Dog's kennel and carrier at no additional cost to Officer.
- 2. Officer agrees and hereby assumes ownership and full responsibility for the care, maintenance, securing, food, housing, medical needs and expenses, and any and all other expenses that result from or arise out of Officer's ownership of the Dog. City shall have no further responsibility or liability for the Dog or Dog's care. Officer understands that City has made no representations concerning the health or condition of the Dog and accepts the Dog "as is." Officer acknowledges that any dog's behavior is subject to change, including but limited to a change in personality, health, or character, and also including aggression, and therefore Officer hereby assumes all risk of any kind related to the actions or behavior of said Dog, including but not limited to acts of aggression. In acknowledgment of this, Officer hereby releases City from any liability for behavioral actions of the Dog or the direct or indirect consequences thereof.
- 3. To the fullest extent permitted by law, Officer agrees to hold harmless, indemnify and defend the City, its officers, employees, agents and volunteers, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees

and costs of litigation, arising out of Officer's ownership or control of the Dog, or Dog or Officer's actions with Dog outside the course and scope of employment, and including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City.

4. Officer gives up and waives any right he may have on behalf of himself and his heirs, assigns, and successors for any loss, injury, damage, claim, or liability arising out of or in any way related to Officer's ownership and possession of the Dog.

5. This agreement constitutes the entire understanding of the parties and may only be amended by mutual written agreement executed by the parties.

Date: _____

OFFICER:

Jasmine McAlister

CITY OF PORTERVILLE:

Greg Meister, Mayor



To: **City of Porterville
Police Department
350 N. D Street
Porterville, CA 93257**

Top Dog Training Center, 3528 Dorset Court, Tulare, Ca 93274
Phone 559-740-2146



To: **City of Porterville
Police Department
350 N. D Street
Porterville, CA 93257**

Top Dog Training Center, 3528 Dorset Court, Tulare, Ca 93274
Phone 559-740-2146



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Authorization to Purchase and Upfit a Replacement Vehicle for the Fire Department

SOURCE: Fire

COMMENT: The Fire Department has evaluated its fleet and identified the need to replace Vehicle 2129, a 2009 Ford Expedition, due to age, mileage, and maintenance costs. Ongoing supply chain challenges and limited vendor availability have contributed to delays in acquiring and upfitting emergency vehicles. To improve deployment timelines, staff recommends using approved vendors for both the vehicle purchase and equipment upfitting.

The replacement vehicle will be a full-size, four-wheel-drive SUV equipped with emergency lighting, communication systems, and gear storage to support emergency response, administrative functions, and mobile command operations. The vehicle will be assigned to command staff but may be reassigned as operational needs evolve. Salvageable equipment from the outgoing vehicle will be reused when feasible to reduce costs.

The estimated vehicle purchase cost is \$85,000, and upfitting is estimated at \$30,000. Staff requests a 10% contingency to address potential cost variances. Funding is available in the Fire Department's Equipment Replacement/Depreciation Fund.

RECOMMENDATION: That the City Council:

1. Authorize the purchase of one replacement vehicle from an approved vendor for an amount not to exceed \$85,000, including tax, license, and applicable fees;
2. Authorize the upfitting of the vehicle with necessary emergency equipment and tools from an approved vendor for an amount not to exceed \$30,000, including tax and fees; and
3. Approve a 10% contingency for the total purchase and upfitting, for a total amount not to exceed \$126,500.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Fire Chief

Final Approver: Richard Tree, Interim City Manager



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Authorization to Purchase Master Meter 4G Radio Read Parts and Meters

SOURCE: Public Works

COMMENT: Water meters are essential for measuring consumption and generating revenue for the City's water utility. The City maintains approximately 17,000 meters and is currently converting all direct-read meters to a fixed 4G radio read network. Delays of up to ten weeks in receiving meter orders have made it difficult to maintain adequate inventory levels.

Master Meter Inc. products make up about 30% of the active meters in the City's system and have been used for over ten years. Hydro Pro Solutions is the sole distributor of Master Meter equipment in California. To maintain service reliability and meet current and future development needs, staff is requesting authorization to purchase new and replacement 4G radio read meters and registers from Hydro Pro Solutions.

This authorization will also provide flexibility to address any meter inventory needs that may have been missed during the original assessment for the fixed network conversion. Funding is available in the Water Operating Fund for Fiscal Year 2025–2026.

RECOMMENDATION: That the City Council authorize the Water Utility Superintendent to purchase miscellaneous new and replacement Master Meter radio-read water meters and meter registers from Hydro Pro Solutions during the 2025-2026 Fiscal Year at a not-to-exceed amount of \$100,000.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Authorization to Purchase Water Shares or Surface Water for Groundwater Recharge

SOURCE: Public Works

COMMENT: Each year, staff seeks City Council authorization to acquire water shares or surface water from surrounding entities to support the City's groundwater recharge efforts.

The City currently owns 505 shares of Pioneer Water Company (PWC), and it has been the Council's direction to increase the City's holdings and water rights when opportunities arise. If approved, the City Manager, or designee, will be authorized to submit bids on available water shares, negotiate purchases from local irrigation districts, and acquire surface water offered for sale. Funds for these purchases have been allocated in the Water Operating Fund budget for the 2025–2026 Fiscal Year.

RECOMMENDATION: That the City Council authorize the City Manager, or designee, to purchase water shares or surface water during the 2025–2026 Fiscal Year up to \$1,500,000.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Richard Tree, Interim City Manager



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Authorization to Purchase Sewer Lift Station Replacement Pump Motors

SOURCE: Public Works

COMMENT: The City of Porterville Sewer Division is responsible for the operation and maintenance of twenty-four (24) lift stations throughout the City. These lift stations are critical to the functionality of the City's sewer system, particularly in areas where wastewater cannot flow by gravity. They help prevent sewer backups and overflows and play a vital role in protecting public health by ensuring the proper conveyance of wastewater to the City's treatment facility.

Each lift station operates using two submersible pumps, where the electric motor and pump are combined into a single unit designed to operate entirely submerged. While submersible pumps are known for their efficiency and quiet operation, the nature of their environment exposes the motors to potential failure due to water intrusion, overheating, and debris-related wear.

Due to the high cost and extended lead time for procuring replacement submersible pump motors, it is essential to maintain a backup inventory. This ensures system redundancy and minimizes downtime during unexpected failures.

To support this need, staff solicited quotes from three local vendors for replacement pump motors. The quotes received are as follows:

Company	Total
Flo-Line Technology, Inc.	\$70,468
Industrial Electric Company	\$86,095
Turnupseed Electric Service, Inc.	\$86,599

Flo-Line Technology, Inc. submitted the lowest quote at \$70,468. Upon delivery, the motors will be used to complete necessary repairs throughout the 2025–2026 Fiscal Year. Funding for this purchase is available in the Sewer Revolving Fund.

RECOMMENDATION:

That the City Council:

1. Direct the Finance Director to initiate a Purchase Order to Flo-Line Technology, Inc. for an amount not to exceed \$77,515, which includes parts, taxes, shipping, and a 10% contingency; and
2. Direct the Finance Director to make payment to Flo-Line Technology, Inc. upon receipt of the invoice approved by the City Manager, or designee.

ATTACHMENTS:

1. Flo-Line Technology, Inc
2. Industrial Electric
3. Turnupseed Electric Service, Inc

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager

**Flo-Line Technology, Inc.**

11822 Kemper Rd, Auburn, CA 95603

Ph 530-887-2240, Fax 530-887-2243

www.flolinepumps.com

ATTENTION	KYLE POE
COMPANY	CITY OF PORTERVILLE
EMAIL	JPOE@CI.PORTERVILLE.CA.US
PHONE	559-359-9113
FAX	
CELL	
QUOTE NO	20251040
DATE	06.12.2025

PREPARED BY	TODD CALLAWAY	LEAD TIME	SEE BELOW
CELL	530-887-2240	FREIGHT	PP&ADD
E-MAIL	TODD@FLOLINEPUMPS.COM	SHIP VIA	BEST WAY
SUBJECT	SULZER/ABS PUMPS	TERMS	NET 30 O.A.C.
REFERENCE	PUMP QUOTATIONS	VALIDITY	30 DAYS

Qty	Part No	Description	Unit Price	Ext'd
2	XFP151E-CB2.2 PE90/4	SULZER/ABS XFP151E-CB2.2 PE90/4 SUBMERSIBLE	\$11,143.00	\$22,286.00
		WET PIT PUMP		
		- 12HP, 230V, 3PH, 1780RPM, 2-VANE CB IMP., PE2		
		MOTOR FRAME, 49' CABLE		
		* LEAD TIME 8-10 WEEKS *		
2	XFP100C-CB1.4 PE35/4	SULZER/ABS XFP100C-CB1.4 PE35/4 SUBMERSIBLE	\$6,442.00	\$12,884.00
		WET PIT PUMP		
		- 4.7HP, 230V, 3PH, 1780RPM, 1-VANE CB PLUS IMP., PE1		
		MOTOR FRAME, 49' CABLE		
		* IN STOCK AT FACTORY *		
2	XFP100C-CB1.5 PE28/4	SULZER/ABS XFP100C-CB1.5 PE28/4 SUBMERSIBLE	\$6,118.00	\$12,236.00
		WET PIT PUMP		
		- 3.7HP, 230V, 3PH, 1780RPM, 1-VANE CB PLUS IMP., PE1		
		MOTOR FRAME, 49' CABLE		
		* LEAD TIME 5-9 WEEKS *		
2	XFP80C-CB1.2 PE20/6	SULZER/ABS XFP100C-CB1.2 PE20/6 SUBMERSIBLE	\$6,168.00	\$12,336.00
		WET PIT PUMP		
		- 2.7HP, 230V, 3PH, 1180RPM, 1-VANE CB PLUS IMP., PE1		
		MOTOR FRAME, 49' CABLE		
		* IN STOCK AT FACTORY *		
1	TAX	SALES TAX @ 9.25%	\$5,526.14	\$5,526.14
1	SHIPPING	ESTIMATED FREIGHT	\$5,200.00	\$5,200.00
		ALL SALES ARE FINAL!		

THANK YOU VERY MUCH FOR THE OPPORTUNITY TO QUOTE THE ABOVE PRODUCTS

Total \$70,468.14



City of Porterville
Kyle Poe
RE: Sulzer Pumps

Good morning,

Please see below:

Qty. 2 - XFP151E-CB2.2 PE90/4 - \$14,658.82 ea. (8-10 weeks) \$29,317.64 total
SULZER/ABS XFP151E-CB2.2 PE90/4 SUBMERSIBLE WET PIT PUMP
- 12HP, 230V, 3PH, 1780RPM, 2-VANE CB IMP., PE2 MOTOR FRAME, 49' CABLE

Qty. 2 - XFP100C-CB1.4 PE35/4 - \$8,475.29 ea. (factory stock) \$16,950.58 total
SULZER/ABS XFP100C-CB1.4 PE35/4 SUBMERSIBLE WET PIT PUMP
- 4.7HP, 230V, 3PH, 1780RPM, 1-VANE CB PLUS IMP., PE1 MOTOR FRAME, 49'
CABLE

Qty. 2 - XFP100C-CB1.5 PE28/4 - \$8048.23 ea. (8 weeks) \$16,096.46 total
SULZER/ABS XFP100C-CB1.5 PE28/4 SUBMERSIBLE WET PIT PUMP
- 3.7HP, 230V, 3PH, 1780RPM, 1-VANE CB PLUS IMP., PE1 MOTOR FRAME, 49'
CABLE

Qty. 2 - XFP80C-CB1.2 PE20/6 - \$8,115.29 ea. (factory stock) \$16,230.58 total
XFP80C-CB1.2 PE20/6 SULZER/ABS XFP100C-CB1.2 PE20/6 SUBMERSIBLE WET
PIT PUMP
- 2.7HP, 230V, 3PH, 1180RPM, 1-VANE CB PLUS IMP., PE1 MOTOR FRAME, 49'
CABLE

Total, less freight: \$78,595.26

Estimated freight - \$7,500.00

All sales are final

Thank you for the opportunity,

Grant
209.422.6020
ggaskill@iecmail.com



Turnupseed Electric Service, Inc.
1580 South "K" Street * P.O. Box 26
Tulare, CA 93274
(559) 686-1541 Fax. (559) 686-4454

QUOTATION NO.

061825BA-2

TO: City of Porterville

DATE: 06/18/2025

ATTN: Kyle

ITEM NO.	DESCRIPTION	UNIT NET PRICE	UNIT	TOTAL
	Replacement Pumps			
	All 3 Phase 220 V			
	QTY 2 XFP151E-CB2PE90/4	\$32,303.50		
	QTY 2 XFP100C-CB1.4PE35/4	\$18,676.00		
	QTY 2 XFP100C-CB1.5PE28/4	\$17,737.60		
	QTY 2 XFP80C-CB1.2PE20/6	\$17,882.50		
	Quote does not cover any unforeseen damages			
	Taxes and Shipping included			

We agree to furnish the above items at the price listed provided this quotation is accepted within 30 days from this date 06/18/2025

Respectfully Submitted,

Accepted:

By: *Brian Ayers*

Brian Ayers
Motor Shop Manager
Turnupseed Electric Service, Inc.



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Authorization to Repair Transit Bus Transmission

SOURCE: Public Works

COMMENT: Vehicle #8191, an active transit bus, has experienced wear-related damage to its automatic transmission and requires a full overhaul. The bus is equipped with an Allison automatic transmission, which must be serviced by an authorized Allison Transmission repair facility to maintain warranty and performance standards.

Staff recommends utilizing Saunders Automatic Service Inc. in Fresno, the nearest authorized Allison service provider, to perform the necessary overhaul. The estimated cost is \$12,965, which includes all parts, labor, applicable taxes, and a 10% contingency. Funding is available in the Transit Operating Budget.

RECOMMENDATION: That the City Council:

1. Authorize the transit bus repair by Saunders Automatic Service Inc. at a cost not to exceed \$12,965 (inclusive of all parts, taxes, labor, and a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. Estimate #8191 Transmission

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager

Saunders Automatic Service



1720 H STREET
FRESNO, CA 93721
(559) 233-5001

BAR#: ARD00295899 / EPA#: CAL000307597

Thank You For Your Business!

Repair Order # 57186

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

2014 El Dorado Transmark XHF
Base
VIN: 1N9MNALG2EC084085
Engine: L6 8.9L, 540cid, CNG
Trans: 6511179884

License # 1361759
ODO In: 0
Color:
Mfg. Date:
Unit # 8191

Inv Date: 7/01/2025 @ 9:40am
Service Writer: Julianna Mazziliano
Status: QUOTE
Driver:
PO #
Key Tag / Hat #

Vehicle Problems	Requests for Service	Services Performed	Hrs	Qty	Price	Ext
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CHECK & ADVISE: UNIT WON'T MOVE AFTER IT RUNS FOR A FEW MINUTES.

CAUSE: WE FOUND THAT THE SUCTION FILTER IS FULL OF CLUTCH MATERIAL. WE SENT IN AN OIL SAMPLE AND IT WAS NEGATIVE FOR COOLANT, SO WE SUSPECT A VIBRATION FROM THE DRIVELINE CAUSED CLUTCHES TO COME APART.

CORRECTION: WE NEED TO REMOVE THE DRIVELINE AND SEND IT OUT TO BE CHECKED/ REPAIRED. WE WILL DRAIN COOLANT, REMOVE TRANS, DISASSEMBLE, CLEAN AND INSPECT. THEN WE WILL FLUSH ALLISON COOLER, REASSEMBLE TRANS WITH NEW SEALS, GASKETS, FRICTION PLATES, BUSHINGS, INTERNAL HARNESS, FILTERS AND OTHER PARTS DAMAGED OR WORN BEYOND SPECS. WE WILL INSTALL REBUILT TRANS, INSTALL REPAIRED DRIVELINE, INSTALL SIGHT GAUGE, PUMP ORIGINAL COOLANT BACK IN, ADD 8.5 GALLONS OF TRANSYND TO CORRECT THE OIL LEVEL, UPDATE TCM CALIBRATION, TEST DRIVE, ADAPT SHIFTS AND CONFIRM NO CODES OR ISSUES RETURN.

Labor Service - TROUBLE SHOOT UNIT	1.00		300.00		300.00
Labor Service - pressure wash unit.	1.00		185.00		185.00
Labor Service - Remove and repair DRIVELINE	1.00		185.00		185.00
New DRIVE LINE REPAIR REPLACE U-JOINTS AND BALANCE		1.00	650.00		650.00
Labor Service - Remove and repair TRANS	15.00		185.00		2,775.00
New 15E2E1 TRANSYND 1 GAL		8.50	47.88		406.98
Part QLAB - 01 Oil Sample Kit		1.00	18.66		18.66
Labor Service - Hazardous Waste Disposal	1.00		8.00		8.00
Labor Service - OVERHAUL MD3000R		1.00	3,150.00		3,150.00
New 29546244 KIT-SEAL & GASKET, RETA		1.00	500.89		500.89
New 29550017 KIT-SEAL & GASKET, 4TH		1.00	502.87		502.87
New 29536334 PLATE-FRICTION, C1		6.00	13.95		83.70
New 29536335 PLATE-FRICTION, C2		6.00	50.95		305.70
New 29536336 PLATE-FRICTION, C3/C4		10.00	55.13		551.30
New 29536337 PLATE-FRICTION, C5		7.00	56.45		395.15
Rebuilt 29544144HTL REBUILT DAMPER		1.00	525.00		525.00
Core 29544144HTL Core Received		1.00	0.00		0.00
New 29542026 BUSHING - GEROTOR PUMP		1.00	110.31		110.31
New 29549294 BUSHING-ALUMINUM, CONVE		1.00	56.41		56.41
New 29546596 BUSHING-BRONZE, SHAFT		2.00	9.22		18.44
New 29533975 BUSHING-ALUMINUM, STEEL		1.00	72.85		72.85
New 29559768 KIT-SEAL & GASKET, CONT		1.00	97.45		97.45
New 29558331 KIT-FILTER ASM, SUCTION		1.00	87.57		87.57
New 29549658 SWITCH ASSEMBLY-PRESSUR		1.00	70.98		70.98
New 29552364 SWITCH ASSEMBLY-PRESSUR		1.00	92.39		92.39
New 29558329 KIT-FILTER, 4"SUMP		1.00	104.03		104.03
New 29508398 GASKET - COVER, OIL COO		1.00	27.00		27.00
New 29509437 O-RING-UDN-131, VITON		2.00	6.29		12.58
New 29545963 O-RING-UDN-327, ASTM D2		2.00	11.00		22.00
New 29508400 GASKET-CONNECTOR, COOLE		2.00	8.95		17.90
New 29552485 GASKET - OIL COOLER, RE		1.00	6.81		6.81
New 29552443 WASHER-FLAT, SEALING, I		10.00	4.64		46.40

Saunders Automatic Service



1720 H STREET
FRESNO, CA 93721
(559) 233-5001

BAR#: ARD00295899 / EPA#: CAL000307597

Thank You For Your Business!

Repair Order # 57186

City Of Porterville

2014 El Dorado Transmark XHF
Base

License # 1361759

Inv Date: 7/01/2025 @ 9:40am

Continued from previous page

Warranty

All repair work is warranted for 30 days.
2 year warranty on all Saunders REMAN transmissions.

Estimate only, do not pay.

Repair Order Summary:

Parts	4,783.37
Labor	6,603.00

I hereby authorize the repair work listed herein, including sublet work, to be done along with necessary materials. You and your employees may operate the described vehicle for the purposes of testing, inspection or delivery at my risk. An express lien is acknowledged on said vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. Customer agrees to pay all collection costs and/or attorneys fees in the event that default is made in any payment due. If vehicle is returned to customer without repair service being performed, a diagnostic and handling fee (including reassembly) may be charged. I have read and understand the above and acknowledge receipt of an estimate.

X

Terms: CASH unless arrangements made prior to authorization. Vehicles left after repair is completed may be subject to a storage fee.

X

Customer acknowledges receipt of merchandise and services.

Sub Total	11,386.37
Sales Tax (CA)	399.41

10% 1,178.58
12,964.36



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Authorization to Enter into Software License Agreement with EKOS Software

SOURCE: Public Works

COMMENT: On November 19, 2024, the City awarded a contract to Western Pump for the replacement of fuel pumps and the associated fuel management system. As part of this project, a software license agreement and cellular data communications is required to support the operation of the new fuel management system once it is installed and placed into service.

The software provider, EKOS Software, is proprietary to the components included in the awarded project and is therefore a sole-source vendor for this system. The license agreement is structured as a five-year term, with annual renewals at a cost of \$8,784 per year, for a total expenditure of \$43,920 over the five-year period.

Funding is available in the Shop Operating Budget. Staff is requesting authorization to execute the annual license agreement with EKOS Software for a five-year period.

RECOMMENDATION: That the City council:

1. Authorize the City Manager, or designee, to execute an annual software license agreement with EKOS Software for a five-year term, for an amount not to exceed \$43,920; and
2. Authorize payment for this service from the Shop operating budget.

ATTACHMENTS: 1. EKOS License Agreement - City of Porterville, CA (1)

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager



EKOS - SOFTWARE LICENSE AGREEMENT

CUSTOMER INTAKE INFORMATION

Customer Name (full legal name)

Customer DBA

Address

City / State / Zip

AUTHORIZED OFFICER

Full Name / Title

Email Address

Phone number

Sales Tax Exempt Status

Please indicate if you are exempt from sales tax. (Yes/No)

Accounts Payable Contact and Phone

Accounts Payable Email Address *receives EKOS invoices

Please select your EKOS Products and Services

	EKOS SOFTWARE MENU	Quantity	Per Month Prices	Setup Fees (One-time)
SECTION A: FUEL & SITE SOFTWARE				
Fuel Site Module				
☒	Fuel Site Module - Includes Help Desk Support. - Includes EKOS Service & Repair Support. - Includes ATG Compliance & Site Compliance.	3	\$179 per site/controller	\$3,000 1 – 10 = \$3,000 (11+ = \$300 / site)
☐	Inventory Mngt. Only w/ Compliance - Includes Fuel Site Module limited to Inventory. - Includes ATG Compliance & Site Compliance.		\$25 per ATG	\$100 per site
☐	Concierge - Service & Repair Management		\$125 per site	
☐	REV (Mobile App) Includes fuel site module limited to REV.		\$50 per device	
Fuel Card Module				
☐	Fuel Card Module – EKOS/Gasboy Cards - Customer will pay pump prices at retail gas stations. - Truck stop fees may apply.		FREE	
☐	Fuel Card Module - Non EKOS/Gasboy Cards EKOS can pull in WEX Direct cards, Voyager cards, and Comdata cards.		\$100 per platform per month	\$3,000 per integration
Bulk Fuel Module				
☐	Bulk Fuel Module		\$50 per site	
☐	Bulk Invoice Audit Feature - Includes Bulk Fuel Module. - Additional setup fees may be quoted based on scope of work.		\$150 per site	\$25,000
☐	Concierge - Bulk Fuel Management		\$.02 per gallon	
EV Fuel Module				
☐	EKOS - EV Module		\$20 per connector	\$3,000
☐	EKOS - EV Payment Processing		6% fee per transaction	



EKOS - SOFTWARE LICENSE AGREEMENT

	EKOS SOFTWARE MENU	Quantity	Per Month Prices	Setup Fees (One-time)
SECTION B: FLEET SOFTWARE				
Fleet Module				
☐	EKOS - Fleet Module – Level 1 ❖ Tracking of Assets including purchase & life cycle details, odometer entry, VIN decoding, Asset Statuses, Vehicle Classes, and Asset Types. ❖ If customer has GPS (or OEM integrations) then this level is included in the GPS or OEM pricing.		\$3 per vehicle	
☐	EKOS - Fleet Module – Level 2 ❖ Includes all features of Level 1 plus: ❖ Inspections, Work Orders, Preventative Maintenance (PMs), Total Cost of Ownership, Driver Complaints, Purchase Orders, Parts Management, Motor Pool, Vendor Management and GPS odometer match.		\$5 per vehicle	\$15,000
☐	EKOS - Fleet Module – Level 3 ❖ Includes all features of Levels 1, and 2 plus: Technicians Management, Warehouse Management, Physical Inventory Count Tool, Garage Manager, Technician Mobile Feature, and Time Clock.		\$7 per vehicle	
☐	Fleet Module – Other Assets ❖ Includes tools, attachments, generators, trailers, mowers, and other assets that are not vehicles or equipment.		\$1 per unit	
SECTION C: GPS & TELEMATICS				
All GPS and OEM selections will include Fleet Module Level 1 with GPS and OEM Pricing.				
☐	EKOS - GPS (Active Tracking) ❖ Includes active real-time tracking and full suite of advanced features.		\$13 per vehicle	\$3,000 not applicable if a Fleet Module Setup Fee has been charged in year 1
☐	EKOS - GPS (OBD) ❖ Includes daily odometer updates integrated in fleet module. No fueling is necessary to get the odometer. ❖ Includes ping for current location, fault codes, check engine lights, and location history when pinged.		\$10 per vehicle	
☐	EKOS - GPS (Asset Tracking) ❖ Includes daily location, alerts & ping to locate.		\$9 per asset	
☐	EKOS - OEM & Integrations <i>*Fees charged by the OEM will be paid by customer.</i>		\$5 per asset	\$5,000 not applicable if a Fleet Module Setup Fee has been charged in year 1
SECTION D: COMMUNICATIONS				
☒	Cellular Communications Fees	3	\$65 per controller (includes ATG)	
			\$20 per ATG or L2 EV Charger	
☐	ET (Edge Device)		All charges included with device	
☐	Wireless Inventory Monitoring Fee ❖ Includes Fuel Site module limited to Inventory.		\$20 per device	
SECTION E: OTHER SERVICES				
☐	Custom Development Requests			Quote based on scope of work
☐	Single Sign On (SSO) Integration			\$1,000
Total One-Time Setup Fees				\$0
Total Monthly Amount			\$ 732	
Total Contract Amount (Minimum Amount Billed Over Term)		5 years	\$43,920	\$8,784 Billed Annually

Customer Acknowledgement _____

1. Software License Agreement

1.1. This Software License Agreement (the "Agreement") is entered into by and between EKOS, Inc., a corporation organized and existing under the laws of the State of North Carolina, and having its principal office and place of business at 1410 Commonwealth Drive, Suite 205, Wilmington, NC 28403 ("EKOS") and Customer listed on Page 1 and 2 of the Agreement. EKOS and Customer are referred to herein individually as "Party" or collectively as the "Parties".

2. Software License

- 2.1. EKOS hereby grants to Customer a nonexclusive, nontransferable license to use the EKOS Platform (the "Software License" or "Software Products") for the selected products and services on Page 1 and 2 of this agreement. Should customer elect to "upgrade" or add additional software features during the term of the contract, this license will automatically extend to those additional products and services.
- 2.1.1.1. Customer agrees that should it elect to use fuel cards, it shall: (a) exclusively use a EKOS approved or qualified universal fuel card program; (b) provide a list of authorized card holders ("Authorized Card Holders") to EKOS; (c) be solely responsible for determining whether a card holder is an Authorized Card Holder and is tax exempt for billing purposes; and (d) be solely responsible for controlling the use of the Fuel Cards. In exchange, EKOS shall issue Fuel Cards to the Authorized Card Holders designated by Customer, to facilitate fueling at Customer's Private Sites.
- 2.1.2. "Inventory Monitoring" – this includes online presentment of inventory values as well as historical archiving and other related features.

3. Fees, Charges

- 3.1. **Setup and One Time Fees.** Customer shall pay any "One-Time" and "Setup" fees at time of contract execution. This includes but is not limited to any setup fees listed on Page 1 and 2 of the Agreement, development and integration work (including SSO), and equipment charges purchased directly through EKOS. EKOS reserves the right to withhold access to the software system until all one-time and setup fees are paid in full by the Customer.
- 3.2. **Software Fee.** Customer shall pay EKOS based on the Products and Services selected on page 1 and 2 of the Agreement, at the listed price per month. Should Customer elect to access new Software Products developed by EKOS, Parties will agree on amended pricing.
- 3.2.1.1. Company will invoice Customer Annually beginning at time of contract execution. On the first invoice, a count of active products and services will be taken and will serve as the basis for the initial annual invoice. All One-Time Fees will be billed separately at the time of contract execution unless otherwise specified as part of this agreement. If Customer is purchasing new equipment that is required to utilize the functionality of a specific product or service listed on Page 1 and 2 of this agreement, then Company will invoice Customer for the applicable product or service on the day the equipment ships from the manufacturer. It is the customer's responsibility to provide the required data and schedule installation to utilize the software.
- 3.2.1.2. Any time the Customer adds a billable product or service, a new prorated invoice will be sent to Customer for the new site and any applicable optional services and will be for the remainder of the current contractual year. If a site is installed any time during a month, then Customer will pay for the month.
- 3.2.2. A "Private Site" shall mean any fueling location owned and/or operated by Customer and for which fuel transactions are processed through the Software Products. The number of Private Sites shown on page 1 of the Agreement may change over time, and any modification of the number or location of Private Sites shall be made by Customer using the form attached as Exhibit A.
- 3.2.3. Software Fees are fixed for the initial term of this agreement. EKOS reserves the right to adjust fees if prices have changed during the current term for any products and services listed in this agreement for any additional renewal terms.
- 3.3. **Inventory Monitoring Fees (Optional).** Customer shall pay to EKOS an inventory monitoring fee of Twenty Dollars (\$20.00) per inventory monitoring device per month for cellular based connections, and Twenty Dollars (\$20.00) per device per month for wireless tank level gauges.
- 3.4. **Communication Fees (Optional).** Customer shall pay to EKOS a communication fee of Sixty-Five Dollars (\$65.00) per unit per month, provided, however that Customer shall not exceed a monthly data usage of 150 megabytes per device. Customer shall be liable on a per device basis for all data charges incurred for exceeding the allotted 150 megabytes per device limit, at a billable rate of \$.99 per megabyte. Customer shall also purchase the equipment necessary to provide the EKOS Brain Digital Communication Link at a price to be quoted by EKOS at the time Customer makes an election under this subsection.
- 3.5. **Guest Management (Optional).** Customer shall pay EKOS Three Cents (\$0.03) per gallon, per month for all transactions by entities other than Customer that occur at a Private Site.
- 3.6. **Fuel Site Module One-Time Fees.** Unless otherwise agreed upon in writing, a one-time setup fee will be charged for sites enrolled into the EKOS Fuel Site Module in the amount of \$3,000 for sites/controllers 1 - 10 and an additional \$300 per site/controller for site number 11 and higher. This one-time fee will apply at initial start-up or later in the contract period if a new site/controller is added (exceeding 10 sites). The amount of the initial fee due at contract signing will be listed on Page 1 of this agreement.
- 3.7. **GPS (Optional).** If Customer elects to use the EKOS GPS from Teletrac Navman, customer shall pay an annual fee based on the number of assets to be tracked and devices deployed at the start of each fiscal year. Customer can elect to purchase additional GPS devices at any time during the life of this contract, and fees will be prorated based on date of purchase. GPS devices will be provided as part of the monthly fee for the service as listed on page 2 of this agreement. Installation of the GPS device is the responsibility of the customer. If requested EKOS will facilitate the device installation for an additional one-time fee of \$199 per device. The terms and conditions for the use of the GPS device can be found at <https://www.teletracnavman.com/media/23781/terms-and-conditions-teletrac-navman-usa-may-2023.pdf>.
- 3.8. **Fleet Maintenance Module (Optional).** If Customer elects to use the EKOS Fleet Maintenance Module, customer shall pay an annual fee based on the Fleet Package Level chosen on Page 2 and the number of assets to be managed in the Fleet Module at the start of each fiscal year. Customer can elect to purchase the Fleet Maintenance Module at any time during the life of this contract, and fees will be prorated based on date of purchase. Enrolled vehicles and total price per month for the fleet module will be listed on page 2 of this agreement.

4. Term and Termination

- 4.1 **Term.** This License Agreement shall commence on the Effective Date of this agreement (as defined herein), however, the term of this agreement will begin from the later of the Effective Date of this agreement; or the first invoice date in which all modules and services selected on Page 1 and 2 of this agreement are live and billable (Total Monthly Amount on Page 2) and shall continue in effect for Five (5) years thereafter. The Agreement shall be automatically renewed for additional terms of three (3) years each, unless either party gives written notice of termination to the other party as provided for herein (the "Renewal Term").
- 4.2 **Termination.** This Agreement and the license granted hereby may be terminated by either party for any reason or no reason upon one-hundred twenty (120) days written notice to the other party ("Termination for Convenience"), an early termination fee will apply if GPS units have been provided as part of this agreement or, to the extent provided below, this Agreement shall terminate automatically without notice, in the event that either Party:
- fails to comply with the terms of this Agreement and such failure is not remedied within thirty (30) days of receipt of written notice from the other party;
 - becomes insolvent;
 - initiates any proceedings under bankruptcy, insolvency, reorganization or receivership law, or proceedings for liquidation;
 - is made a defendant in any such bankruptcy, insolvency, reorganization, liquidation or receivership proceedings or is placed in liquidation or receivership and such liquidation, proceedings or receivership is continued for sixty (60) days;
 - has any lien, petition or execution levied against the property and assets of that Party and such lien, petition or execution is not discharged within thirty (30) days;
 - makes a general assignment of its assets for the benefit of creditors or is unable to meet its debts in the ordinary course of business;

Upon the occurrence of any event specified in subsections (a) through (f) of this Section, the first Party to have notice of the occurrence shall immediately, in writing, notify the other Party and shall identify both the type of occurrence and the date of occurrence.

5. Equipment, Service and Warranty

5.1 EKOS shall not be responsible for any replacement parts, fueling equipment or software products that are damaged due to Acts of God, Customer negligence or repairs and/or service provided by non-certified technicians.

5.2 **EKOS Service & Repair Support.** EKOS Service & Repair Support shall be effective as of the Effective Date as noted in the signature block below and shall continue for a period of this agreement as listed in section 4.1 of this agreement, including any automatic renewal terms as allowed in section 4.1 of this agreement, unless earlier terminated as provided in this Agreement. Termination may result from the failure of the Customer to comply with any of the conditions of this Agreement, or by mutual agreement of both parties.

During the Term of the Agreement, EKOS will provide the following services (the "Services") to Customer for EKOS Software and Gasboy-branded products ("Products") that Customer owns or has license to:

Telephone Support for Product and Services - will be provided Monday through Friday 8AM to 8PM ET. All other times not stated are considered emergency after hours support only including but not limited to weekends and holidays. EKOS Helpdesk toll-free service number is (currently 800-444-5529). This toll-free number can be changed at EKOS's discretion.

Product Support - Issues not resolved by general help desk support will be escalated to Product Support specialists.

Software Corrections and Upgrades to the Products that Customer requires on an "as needed" basis.

Remote Diagnostics - EKOS Helpdesk can diagnose and resolve issues remotely in some cases.

EKOS Service & Repair Support - If a site visit is required, EKOS Service & Repair Support will provide ASC Contact Information at the Customer's request at no charge. Upon Customer's request, Dispatch services will be available on a time and material basis for each service call. Invoicing for Site repairs will be issued by EKOS to the customer at the time that the site dispatch related services are billed by the ASC to EKOS. Billings for Site repairs will include a mark-up added to the time and material invoice that is billed by the ASC to EKOS.

The Services do not include:

On-site support.

Any hardware, even if a software correction, software upgrade, or other enhancements or modifications require a hardware update.

Support for questions not relating specifically to the Products, such as, but not limited to, non-Gasboy hardware, and PC operating systems.

Software upgrade installation costs.

6. Nonassignable and Nontransferable

6.1 The license granted herein shall not be assignable or transferrable in any manner whatsoever nor shall Customer have the right to grant any sublicenses, except by written consent of EKOS. Any permitted assignment or other transfer of this Agreement shall bind the assignee, subcontractor or transferee and shall not relieve Customer from its obligations under this Agreement.

7. Entire Agreement; Modification

7.1. This Agreement sets forth the entire agreement and understanding between the parties as to the matters contained herein, and merges and supersedes all prior discussions, agreements and understandings of every kind between them as to the matters contained herein. No provision of this Agreement may be modified or amended unless such modification or amendment is agreed to in a writing signed by both of the parties hereto. Customer shall not assign its obligations hereunder without the prior written consent of EKOS.

8. Notices

8.1. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if hand delivered or mailed by registered mail, postage prepaid, addressed to the party to be notified at its address shown at the beginning of this Agreement, or at such other address as may be furnished in writing to the notifying party.

9. Governing Law

9.1. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina. For purposes of this Agreement, each party submits to the jurisdiction of the courts, both federal and state, in New Hanover County, North Carolina, and each party hereby agrees that all suits, actions and proceedings brought by any party hereunder may be brought in either federal or state court located in New Hanover County, North Carolina. Each party irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court, any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum and the right to object, with respect to any such suit, action, or proceeding brought in any such court, that such court does not have jurisdiction over such party or the other party.

10. Intellectual Property

10.1. Customer acknowledges and agrees that: (i) it has no right, title or interest, proprietary or otherwise, in or to the Software Products or any other EKOS Intellectual Property (defined below); (ii) the EKOS Intellectual Property is owned solely by, and is proprietary to, EKOS and embodies valuable trade secrets of EKOS; and (iii) this Agreement does not give, and shall not be construed to give, Customer any vested right, title or interest in or with respect to the EKOS Intellectual Property, except for a non-exclusive, limited and terminable right of access to the Software Products for the purposes of this Agreement. EKOS owns and will continue to own, without limitation, all EKOS Intellectual Property and all rights, title and interest in and to all ideas, works, custom reports, products, programs, procedures, plans, formats and other intellectual property of any kind created, prepared, developed or worked on by EKOS for Customer under this Agreement. As used herein, "EKOS Intellectual Property" means any copyrights, patent rights, trademarks, trade names, trade secrets, service marks, know-how (including, without limitation, all ideas, inventions, products, programs, software, procedures, customer lists, works, formats and other intellectual property) and any other similar rights or intangible assets recognized under any laws or conventions in any country or jurisdiction in the world as intellectual creations to which rights of ownership accrue, and all registrations, applications, extensions or reissues of the foregoing now or hereafter in force.

11. Confidentiality

11.1. Customer acknowledges that it may become aware of or familiar with Confidential Information of EKOS. "Confidential Information" shall mean any information relating to the business or affairs of EKOS including, but not limited to, information relating to the Software Products, other EKOS Intellectual Property, customer and Customer lists, pricing lists and methods, products, software, inventions, processes, procedures, techniques, formulae, design or other technical data, trade secrets, sources of products or materials, financial statements, equipment, programs, strategies and information, analyses, profit margins, or other proprietary information used by EKOS in connection with its business. During the term of this Agreement and for so long thereafter as the Confidential Information remains proprietary to EKOS, Customer, for itself and its administrators, employees and agents, shall (a) keep the confidential Information secret and retain it in strictest confidence, and (b) not, without the prior written consent of EKOS, furnish, make available or disclose to any third party, or use for the benefit of Customer or any third party, any Confidential Information. Customer acknowledges that the Confidential Information is vital, sensitive, confidential and proprietary to EKOS and that this covenant is reasonable and necessary for the protection of EKOS' business interests. Customer acknowledges that the violation of any of the provisions of this Agreement will cause irreparable loss and harm to EKOS which cannot be reasonably or adequately compensated by damages in an action at law, and, accordingly, that EKOS will be entitled, without posting bond or other security, to injunctive and other equitable relief to enforce the provisions of this Agreement and to prevent or cure any breach or threatened breach thereof; but no action for any such relief shall be deemed to waive the right of EKOS to an action for damages. The rights and remedies of EKOS are cumulative and the exercise or enforcement of any one or more of them will not preclude EKOS from exercising or enforcing any other right or remedy. The obligations of the Customer and the rights of EKOS under this Agreement shall survive the termination of this Agreement regardless of the reason for or cause of the termination.

12. Binding Effect; Authorized Signatory

12.1. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns. The individual executing this Agreement on behalf of Customer is a duly authorized representative of Customer with full power and authority to execute and deliver this Agreement on behalf of Customer and to bind Customer to its obligations hereunder.

13. Amendment

13.1. A modification, amendment or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by the parties to this Agreement.

14. Waiver

14.1. A modification, amendment or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by the parties to this Agreement.

15. Severability

15.1. If, in the final judgment of a court of competent jurisdiction, any provision of this Agreement is held to be invalid, said provision shall be considered void to the extent of such invalidity only, without invalidating any of the remaining provisions of this Agreement.

16. Counterparts

16.1. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Any facsimile or emailed signature attached hereto will be deemed to be an original and will have the same force and effect as an original signature.

17. Disclaimer

17.1. Except for any warranty otherwise expressly provided for herein, EKOS provides their services, software, equipment and systems on an "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN OR EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY EKOS AND EKOS. IN NO EVENT SHALL EKOS HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY. In addition, EKOS shall not be liable or held responsible for any delay or failure to perform or deliver all or any part of the services or products required to be performed or delivered hereunder as a direct or indirect result of any causes, contingencies or circumstances beyond EKOS's control or which make the fulfillment of this Agreement impracticable by EKOS.

IN WITNESS HEREOF, the Parties have executed this Agreement under seal, or caused this Agreement to be executed by their duly authorized officers, effective as of the last date of signing below (the “Effective Date”).

Customer	EKOS, Inc.
By: <i>(Printed Name)</i>	By: <i>(Printed Name)</i>
Customer Signature:	Signature:
Title:	Title:
Date:	Date:



EXHIBIT A: CHANGE REQUEST FORM (for use to add or delete sites during the term of the agreement following license agreement execution)

ADDENDUM NO. _____ to the SOFTWARE LICENSE AGREEMENT

THIS ADDENDUM NO. _____ (“*Addendum*”), dated _____ is between **EKOS, Inc.** and **CUSTOMER** (as defined below) is for the sole purpose of adding, deleting, or changing Site information to the EKOS Software License Agreement dated _____, between EKOS and Customer (the “*Agreement*”). Except as modified by this addendum, the Agreement shall remain in full force and effect. EKOS and Customer desire to amend the Agreement as follows:

Add/ Change/ Terminate	Site Number	Site Name	Site Street Address	City, State, Zip	Site Contact	Site Phone #

BILLING INFORMATION (Required for Processing)					
Customer Name:		Contact Name:		Email:	
Address:		City:	St:		Zip:
Phone:		Fax:	Fed Tax ID:		

All capitalized terms used herein, unless defined, shall have the same meanings set forth in the Agreement. This Addendum is incorporated into the Agreement and made a part thereof. If any term of this Addendum conflicts with the terms of the Agreement, the terms of this Addendum shall control. This Addendum may be executed (i) in counterparts, and/or (ii) through the use of an electronic signature.

By signing below, the parties have executed this Addendum by their duly authorized representatives as set forth below. This Addendum is effective as of the date fully executed.

Customer:	EKOS, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Return signed Addendum to EKOS Contract Services Team: Email: contracts@myekos.com



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Approval to Renew Microsoft Office 365 Government G1 Software Subscription

SOURCE: Finance

COMMENT: The Finance Department - Information Technology (IT) Division is requesting approval to renew the City's Microsoft Office 365 G1 Subscription, a cloud-based platform for email and calendaring systems. The current subscription expired on July 31st, 2025. Renewing the City's Office 365 G1 subscription will maintain the City's current email and calendaring services.

Staff received the following quote from CDW Government, LLC for the Microsoft Enterprise Agreement for a three-year term. This renewal will be executed under the existing Riverside Cooperative Master Agreement (Contract ITARC-00933), which provides favorable pricing terms. The quote outlines annual payments to CDW-G.

The agreement includes the following key components:

Description	Quantity	Price/Year
Office 365 G1 GCC (Email)	326	\$34,425.60
Exchange Online GCC (Archiving)	326	\$ 9,075.84
Power BI Pro GCC (Statistical Analysis)	1	\$ 98.64
Annual Total		\$43,600.08
Total (Years 1-3)		\$130,800.24

The quote from CDW Government LLC is for a three-year term for a total of \$130,800.24. Funding is available from the Equipment Replacement Fund. Any additional licenses during the agreement period will be funded through the requesting department's operating budget.

RECOMMENDATION: That the City Council approve the renewal of the Microsoft Enterprise Agreement for Office 365 Government G1 software subscription from CDW-G for a term of three years in the amount of \$130,800.24.

ATTACHMENTS: 1. CDWG - EA Renewal Quote - 7.3.2025

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Richard Tree, Interim City Manager



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Date 7/3/25
Account Manager Tommy Baxter

Enterprise Quote
for

VSL Specialist Brent Cameron
Channel Price Sheet Month June

City of Porterville

Unless otherwise noted, All Quotes expire upon current month's end

EA Quote
Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3	
				Price	Extended	Price	Extended	Price	Extended
J5U-00004	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	D	1	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -
4ES-00001	EOA Exchange Online GCC Sub Per User	D	326	\$27.84	\$ 9,075.84	\$ 27.84	\$ 9,075.84	\$ 27.84	\$ 9,075.84
U4S-00002	O365 G1 GCC Sub Per User	D	326	\$105.60	\$ 34,425.60	\$ 105.60	\$ 34,425.60	\$ 105.60	\$ 34,425.60
DDJ-00001	Power BI Pro GCC Sub Per User	D	1	\$98.64	\$ 98.64	\$ 98.64	\$ 98.64	\$ 98.64	\$ 98.64
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	D	326	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -

Year 1 Total \$ 43,600.08 Year 2 Total \$ 43,600.08 Year 3 Total \$ 43,600.08
Three Year Total \$ 130,800.24

Notes

No Tax Referenced
RIVERSIDE CONTRACT: ITARC-00933
Current Enrollment # 86203424
Agreement End Date: 7/31/2025

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Re-Authorize Revised MOU to continue participation in Tulare-Kings County Regional Hazardous Materials Team

SOURCE: Fire

COMMENT: On 12/3/2024, the City Council approved the Memorandum of Understanding for the City's Fire Department to continue participation in the Tulare-Kings County Regional Hazardous Materials Team. Continued participation is essential for maintaining the safety and preparedness of our community. After several of the MOUs were signed by the governing bodies in December of 2024/January 2025, two departments requested wording changes in the Cost Recovery Section. Due to the length of time to research and craft the proposed changes, they felt it was also applicable to extend the terms of the agreement to be effective from July, 1 2025 through June 30, 2030.

No other terms or conditions changed in the MOU and the word changes in the Cost Recovery Section have minimal impact as it just outlines in greater detail the avenues at which Cost Recovery process will be followed.

RECOMMENDATION: That the City Council re-approve the revised Memorandum of Understanding (MOU) with the updated amendments to continue participation in the Tulare-Kings County Regional Hazardous Materials Team (RHM Team) and authorize the City Manager to sign the MOU for a five-year term beginning July 1, 2025, and ending June 30, 2030.

ATTACHMENTS:

1. Revised Hazmat MOU
2. Hazmat MOU Modification Explanation
3. Hazmat Agreement Exhibit A Cost Recovery

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Fire Chief

Final Approver: Richard Tree, Interim City Manager

AMENDMENT AND EXTENSION OF
MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF KINGS
THE COUNTY OF TULARE
CITY OF DINUBA
CITY OF EXETER
CITY OF FARMERSVILLE
CITY OF HANFORD
CITY OF LEMOORE
CITY OF LINDSAY
CITY OF PORTERVILLE
CITY OF TULARE
CITY OF VISALIA
CITY OF WOODLAKE
FOR THE
TULARE-KINGS COUNTY INTERAGENCY
HAZARDOUS MATERIALS TEAM

INTRODUCTION

This Amendment and Extension of the Memorandum of Understanding for the Tulare-Kings County Interagency Hazardous Materials Team ("Amendment") is entered into between the original parties to the MOU. The participating parties shall be referred to herein as "Agencies" or may be referred to individually as "Agency" in this Amendment.

The Amendment is for the purpose of extending the current MOU for an additional five-year term, while making amendments to strengthen the cost recovery provisions.

1. EXTENDED TERM OF THE AGREEMENT

The Agencies agree that pursuant to Section 7 of the current MOU permitting the MOU to be extended by a writing signed by all Agencies, the term of the MOU shall be extended for an additional five-year term. The MOU, as modified by this Amendment, shall have an effective date of July 1, 2025 through June 30, 2030.

All terms of the MOU shall continue in full force and effect.

2. MODIFICATION TO COST RECOVERY AMONG AGENCIES

Agencies agree that the provision for cost recovery among Agencies in Section 6 of the MOU shall be replaced with the following language:

COST RECOVERY AMONG AGENCIES

The City of Visalia shall coordinate and monitor cost recovery efforts. Each Agency shall provide Visalia with the applicable cost recovery rates for its personnel that serve on the Haz-Mat Team. For purposes of cost recovery, the Agencies shall designate City of Visalia, acting through the VFD, as their agent to seek cost recovery of personnel that responded as part of the Haz-Mat Team.

Within thirty days of a hazardous materials incident each Agency shall provide VFD with a record of all costs of resources, personnel, and equipment, deployed to the hazardous materials incident.

The City of Visalia, as the designated agent under this Agreement, shall collect through cost recovery efforts from the responsible party for the incident under applicable state or local laws permitting cost recovery all amounts expended by the Agencies under this Agreement. Each Agency shall cooperate with VFD in collection efforts for incidents that occur within their respective jurisdictional boundaries. All cost recovery revenue shall be reimbursed to the Agency that incurred the expense. It is recommended Agencies account for Haz-Mat Team expenses incurred by their respective agency in an account separate from other revenues and expenditures.

If the responsible party has not reimbursed the expenses incurred under this Agreement within twelve months, Agencies agree to meet at this juncture to review the circumstances of the incident, the costs incurred, and the recovery efforts to date. Agencies are not obligated to reimburse the other Agencies for any cost recovery fees unless a written agreement exists after the agencies have met and all recovery options have been considered. Agencies with jurisdictional authority do agree, if it is determined to be the most viable cost recovery option, to collect the funds in a manner they deem appropriated and reimburse the Agencies of this Agreement within the next 12 months.

Agencies agree that VFD, as the lead agency (and primary location for Haz-Mat Team equipment) shall establish an administrative per incident fee of \$300.00 that will be applied to reimburse VFD the administrative costs of assembling the specific personnel that will be responding to each specific hazardous material incident. This per incident fee will only apply when the VFD coordinates a response by the Haz-Mat Team to a request for assistance.

3. REVISION TO DUTIES ON TERMINATION

Parties agree that Section 8 – Termination of the MOU shall be replaced with the following:

TERMINATION

A Party to this Agreement may voluntarily terminate participation upon one hundred eighty (180) calendar days written notice to all other Parties.

Parties that are in breach of the terms of this Agreement shall be notified in writing and have ninety (90) calendar days from the date of such notice to comply with the terms of the Agreement or its participation will be terminated.

Agencies agree that if notice of termination is provided prior to October 1, when annual contributions of funds or materials are made, then any required contributions under this Agreement may be prorated based on the applicable termination date. All previously contributed fees, materials and any assets purchased in part of contributed fees shall remain with the remaining agencies comprising the Haz-Mat Team. This provision does not include the credit received by the City of Hanford for the contribution of the 2007 Pierce Hazardous Materials Unit, which has specific terms applicable in Exhibit "A" should the City of Hanford terminate participation under this MOU.

Notwithstanding a Party's withdrawal or termination, that Agency may continue to receive cost recovery reimbursements as provided under this Agreement for costs incurred while the Agency operated under this Agreement and provided personnel or equipment to a hazardous material incident prior to termination.

4. COUNTERPARTS

This Amendment may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

5. NOTICES

The Agencies agree that the Notice section of the MOU shall be modified by this Amendment and any notice required to be given pursuant to this Agreement shall be in writing and sent first-class mail to the following addresses:

COUNTY OF KINGS

Fire Chief
280 Campus Drive
Hanford, CA 93230

COUNTY OF TULARE

Charlie Norman, Fire Chief
835 S. Akers Street
Visalia, CA 93277

CITY OF DINUBA

Greg Chastain, Fire Chief
420 E. Tulare Street
Dinuba, CA 93230

CITY OF EXETER

Jason Ridenour, City Administrator
100 N. C Street
Exeter, CA 93221

CITY OF FARMERSVILLE

Jim Thomas, Fire Chief
909 W. Visalia Road
Farmersville, CA 93223

CITY OF HANFORD

Daniel Perkins, Fire Chief
350 W. Grangeville Avenue
Hanford, CA 93230

CITY OF LEMOORE

Fire Chief
711 W. Cinnamon Lane
Lemoore, CA 93245

CITY OF LINDSAY

Lindsay Department of Public Safety
185 N. Gale Hill Avenue
Lindsay, CA 93247

CITY OF PORTERVILLE

Bryan Cogburn, Fire Chief
980 S. Jaye St.
Porterville, CA 93257

CITY OF TULARE

Michael Ott, Fire Chief
800 S. Blackstone Ave.
Tulare, CA 93230

CITY OF VISALIA

Daniel Griswold, Fire Chief
420 N. Burke Street
Visalia, CA 93277

CITY OF WOODLAKE

Anthony Perez, Fire Chief
350 N. Valencia Ave.
Woodlake, CA 93286

IN WITNESS WHEREOF, the Agencies have caused this Agreement to be executed by their respective authorized officers. The signatories below are hereby affirming, under penalty of perjury, that they have the requisite authority from governing body of the agency they represent to sign this Agreement and bind the local agency that they represent to the terms of this Agreement.

[Signature pages follow]

CITY OF PORTERVILLE

By: _____
City Manager

ATTEST:

By: _____
Chief Deputy City Clerk

Approved as to Form

By: _____
City Attorney



**Visalia Fire Department
Administration**

June 11, 2025

Dear Agency Partner

This letter is to explain the modifications to the Tulare-Kings County Interagency Regional Hazmat Team Amendment and Extension of the Memorandum of Understanding (MOU Amendment). As detailed below some of your agencies have already signed a version of the MOU Amendment, but additional comments were received. In order to be clear that all parties to the MOU are operating under the same terms, attached with this letter is a revised and final version of the MOU Amendment that we are requesting each agency to sign and return. This final version of the MOU Amendment includes a change to the effective date of the MOU Amendment to clarify the date that the revised terms and cost share will begin.

In the spring of 2024, the process began to review and draft an amendment to the original MOU for the Tulare-Kings County Interagency Regional Hazmat Team. Proposed amendments were presented to the partnering agencies in October 2024. Partnering agencies began gaining approval from their local authorities and submitting authorized signatures to the City of Visalia in December 2024/January 2025. During this period, wording changes were requested by two agencies. Given the time it took to research and craft the amendments, gather authorized signatures from partnering agencies, and craft and approve the proposed wording changes, we feel that recirculating the modified MOU Amendment and changing the extension effective date is prudent.

For your information and to assist in reviewing the changes from the original MOU Amendment, included below is a description of the changes that were made to the MOU Amendment. The attached final version for signature contains the revised text.

Original Text of Section 1. EXTENDED TERM OF THE AGREEMENT

The Agencies agree that pursuant to Section 7 of the current MOU permitting the MOU to be extended by a writing signed by all Agencies, the term of the MOU shall be extended for an additional five-year term. The MOU, as modified by this Amendment, shall be extended until June 30, 2029.

Amended Text of Section 1. EXTENDED TERM OF THE AGREEMENT

The Agencies agree that pursuant to Section 7 of the current MOU permitting the MOU to be extended by a writing signed by all Agencies, the term of the MOU shall be extended or an additional five-year term. The MOU, as modified by this Addendum, shall have an effective date of July 1, 2025 through June 30, 2030.

Original Text of Section 2. MODIFICATION TO COST RECOVERY AMONG AGENCIES

(Portion to be removed noted with strikethrough.)

The City of Visalia shall coordinate and monitor cost recovery efforts. Each Agency shall provide Visalia with the applicable cost recovery rates for its personnel that serve on the Haz-Mat Team.



Visalia Fire Department Administration

For purposes of cost recovery, the Agencies shall designate City of Visalia, acting through the VFD, as their agent to seek cost recovery of personnel that responded as part of the Haz-Mat Team.

Within thirty days of a hazardous materials incident each Agency shall provide VFD with a record of all costs of resources, personnel, and equipment, deployed to the hazardous materials incident.

The City of Visalia, as the designated agent under this Agreement, shall collect through cost recovery efforts from the responsible party for the incident under applicable state or local laws permitting cost recovery all amounts expended by the Agencies under this Agreement. Each Agency shall cooperate with VFD in collection efforts for incidents that occur within their respective jurisdictional boundaries. All cost recovery revenue shall be reimbursed to the Agency that incurred the expense. It is recommended Agencies account for Haz-Mat Team expenses incurred by their respective agency in an account separate from other revenues and expenditures.

~~Cost recovery fees will only be charged to Agencies if the responsible party does not reimburse expenses incurred under this Agreement to the City of Visalia within twelve months after an incident.~~

~~If the responsible party has not reimbursed the expenses incurred under this Agreement within twelve months, then the Agency in whose jurisdiction the incident occurred, will reimburse the remaining Agencies to this Agreement. Agencies agree such reimbursement may be made over a period of up to one year.~~

Agencies agree that VFD, as the lead agency (and primary location for Haz-Mat Team equipment) shall establish an administrative per incident fee of \$300.00 that will be applied to reimburse VFD the administrative costs of assembling the specific personnel that will be responding to each specific hazardous material incident. This per incident fee will only apply when the VFD coordinates a response by the Haz-Mat Team to a request for assistance.

Amended Text of Section 2. MODIFICATION TO COST RECOVERY AMONG PARTIES

(Portion to be added underlined.)

The City of Visalia shall coordinate and monitor cost recovery efforts. Each Agency shall provide Visalia with the applicable cost recovery rates for its personnel that serve on the Haz-Mat Team. For purposes of cost recovery, the Agencies shall designate City of Visalia, acting through the VFD, as their agent to seek cost recovery of personnel that responded as part of the Haz-Mat Team.

Within thirty days of a hazardous materials incident each Agency shall provide VFD with a record of all costs of resources, personnel, and equipment, deployed to the hazardous materials incident.



**Visalia Fire Department
Administration**

The City of Visalia, as the designated agent under this Agreement, shall collect through cost recovery efforts from the responsible party for the incident under applicable state or local laws permitting cost recovery all amounts expended by the Agencies under this Agreement. Each Agency shall cooperate with VFD in collection efforts for incidents that occur within their respective jurisdictional boundaries. All cost recovery revenue shall be reimbursed to the Agency that incurred the expense. It is recommended Agencies account for Haz-Mat Team expenses incurred by their respective agency in an account separate from other revenues and expenditures.

If the responsible party has not reimbursed the expenses incurred under this Agreement within 12 months, Agencies agree to meet at this juncture to review the circumstances of the incident, the costs incurred, and the recovery efforts to date. Agencies are not obligated to reimburse the other Agencies for any cost recovery fees unless a written agreement exists after the agencies have met and all recovery options have been considered. Agencies with jurisdictional authority do agree, if it is determined to be the most viable cost recovery option, to collect the funds in a matter they deem appropriate and reimburse the Agencies of the Agreement within the next 12 months.

Agencies agree that VFD, as the lead agency (and primary location for Haz-Mat Team equipment) shall establish an administrative per incident fee of \$300.00 that will be applied to reimburse VFD the administrative costs of assembling the specific personnel that will be responding to each specific hazardous material incident. This per incident fee will only apply when the VFD coordinates a response by the Haz-Mat Team to a request for assistance.

Please contact me with any questions regarding the MOU Amendment and thank you for your patience during the MOU Amendment process.

Respectfully,

Dan Griswold, Fire Chief
Visalia Fire Department

Exhibit A

Cost Responsibility

The Agencies agree that each agency shall be responsible for its respective share of costs to operate on an annual basis, the Haz-Mat Team.

The Agencies, by this Agreement have agreed that on an annual basis the Haz-Mat Team should be funded \$85,531.71, which amount shall increase annually based on the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index ("CPI") for all Urban Consumers. The amount listed above shall be changed in an amount equal to the percentage of movement for the twelve-month period ending on June 30th for each year this Agreement is effect. In no instance shall the annual increase exceed 5%. Alternatively, the Agencies may agree, in a writing signed by all Agencies, to a different annual increase amount.

The Agencies agree that their share of the annual cost share shall be based on the respective populations of each jurisdiction compared to the total overall population of all participating jurisdictions. As census data is updated then the Agencies agree to update this section of this Agreement based on the most recent census data.

In consideration of the City of Hanford transferring ownership of the 2007 Pierce Hazardous Materials Unit to the City of Visalia for use by the Haz-Mat Team in 2019, the Agencies agreed that Hanford shall be credited as contributing \$100,240 or ten (10) years of payments, whichever occurs first. The City of Hanford annual contribution shall be first subtracted from this amount before any additional amounts are owed. As of the date of this Amendment, signed in 2025, the City of Hanford contributions totaled \$47,688.28, with \$52,551.72 remaining as credits. VFD shall adopt an applicable cost recovery rate for this vehicle that shall be applied to cost recovery charges for the VFD as it will have the responsibility to maintain and operate the unit on behalf of the Haz-Mat Team. In case the City of Hanford terminates this Agreement prior to this credit ending, then the City of Visalia shall either return the 2007 Pierce Hazardous Materials Unit or pay the City of Hanford the outstanding balance of the credit listed in this paragraph to retain the vehicle.

A chart with the breakdown of the operational cost-share and the vehicle replacement is on the following page.

Agency	Population minus Hanford	Population % (minus Hanford)	Operation Cost	Population % (minus Hanford & Vis)	Vehicle Replacement Cost	Total Haz Mat Cost
Tulare County Fire Department	134,267	23.46%	\$20,067.99	31.39%	\$ 11,343.50	\$ 31,411.49
Dinuba Fire Department	25,573	4.47%	\$3,822.22	5.98%	\$ 2,160.53	\$ 5,982.75
Exeter Fire Department	10,179	1.78%	\$1,521.39	2.38%	\$ 859.97	\$ 2,381.36
Farmersville Fire Department	10,327	1.80%	\$1,543.51	2.41%	\$ 872.47	\$ 2,415.98
Hanford Fire Department*	59,286		\$0.00		\$ -	\$ -
Kings County Fire Department	66,486	11.62%	\$9,937.22	15.54%	\$ 5,617.05	\$ 15,554.26
Lemoore Fire Department	26,855	4.69%	\$4,013.84	6.28%	\$ 2,268.83	\$ 6,282.67
Visalia Fire Department	144,532	25.26%	\$21,602.23		\$ -	\$ 21,602.23
Woodlake Fire Department	7,713	1.35%	\$1,152.81	1.80%	\$ 651.63	\$ 1,804.44
Porterville Fire Department	62,934	11.00%	\$9,406.32	14.71%	\$ 5,316.96	\$ 14,723.28
Lindsay Fire Department	12,594	2.20%	\$1,882.34	2.94%	\$ 1,064.00	\$ 2,946.34
Tulare Fire Department	70,799	12.37%	\$10,581.85	16.55%	\$ 5,981.43	\$ 16,563.28
Total	572,259	100.00%	\$85,531.71	100.00%	\$36,136.36	\$121,668.07

* The City of Hanford has a remaining balance on their credit from transferring ownership of the hazmat vehicle to the City of Visalia and this is why there is not an operational or a vehicle replacement cost share amount listed for the City of Hanford.

** The City of Visalia does not have a cost share amount listed for vehicle replacement given Visalia is taking responsibility for 47% of the total cost share as described in the amendment. The City of Visalia's cost share portion over the five years of this extension is \$352,500.

*** Note that if a city decides not to participate and terminates this agreement then they will be removed from the participating list and cause the applicable cost share of participating agencies to increase. If additional cities agree to participate, then the total population and corresponding share of costs will decrease.



CITY COUNCIL AGENDA – AUGUST 5, 2025

- SUBJECT:** Request for Will Serve Letter - 1520 E. Success Drive
- SOURCE:** Community Development
- COMMENT:** The subject property, located at 1520 E. Success Drive, is located in East Porterville, outside the city limits and within the city's Urban Development Boundary. The property is currently developed with two single-family residential homes. The property received approval of an Extraterritorial Service Agreement (ESA) as an emergency water service connection through the California Department of Water Resources (DWR) Emergency Connection Project for East Porterville, in which the subject property qualified as part of the East Porterville Feasibility Study Project Area. An application for an ESA was processed on September 15, 2016, and approved. The application included an Irrevocable Agreement for Annexation (IAA #31-01) and a Deed Restriction for future development, which document was recorded at the Tulare County Recorder's office as Record Number 2017-0061522 on October 6, 2017. The applicant received approval in 2023 for a second water service for the development of a second residential dwelling unit under Resolution 55-2023.
- BACKGROUND:**
- ANALYSIS:** Staff received a request for a will server letter in order to provide a water service connection to existing property, for the development of an Accessory Dwelling Unit on the property. As a condition of water service connection through the Extraterritorial Service Agreement, a deed restriction was recorded that outlined, "no expansion or modification of this use, including conversion of structures or addition of habitable structures, may be permitted without approval of the City Council of the City of Porterville".
- Pursuant to Gov. Code Section 66310, et seq., the County is required to ministerially approve a proposed ADU. Correspondingly, the City is required to approve a water service to the proposed ADU, if requested.
- ENVIRONMENTAL REVIEW:** On July 21, 2025, the Environmental Coordinator made a determination that the project is exempt from CEQA as a ministerial project as it consists solely of the approval of an individual utility service connection (CEQA

Guidelines § 15268(b)(4)).

RECOMMENDATION: That the City Council adopt the draft resolution approving the water service connection for the ADU at 1520 E. Success Drive in East Porterville.

ATTACHMENTS:

1. Draft Resolution
2. Extraterritorial Service Agreement 31-01
3. IAA Recorded 31-01
4. Locator Map
5. 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
FOR APPROVAL OF A THIRD SERVICE FOR MUNICIPAL WATER FOR PROPERTY LOCATED
AT 1520 E. SUCCESS DRIVE**

WHEREAS: The California State Water Resources Board, in coordination with the Department of Water Resources conducted a feasibility study to define a long-term solution to the water related issues in East Porterville.; and

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of April 19, 2016, amended the procedures for annexation and extension of municipal services in Resolution 19-2016: and

WHEREAS: The property located at 1520 E. Success Drive qualified under the East Porterville Feasibility Study Project Area and an Extraterritorial Service Agreement (ESA) was processed on September 15, 2016; and

WHEREAS: The Extraterritorial Service Agreement (ESA) included an Irrevocable Agreement for Annexation, IAA # 31-01, and a Deed Restriction in which the document was recorded at the Tulare County Recorder's on October 6, 2017, as Record Number 2017-0061522; and

WHEREAS: The Deed Restriction outlined, "no expansion or modification of this use, including conversion of structures or addition of habitable structures may be permitted without approval of the City Council of the City of Porterville"; and

WHEREAS: The property was approved a second water service for a residential dwelling unit under Resolution No. 55-2023; and

WHEREAS: The future development of an accessory dwelling unit complies with Tulare County's development standards; and

WHEREAS: This project is exempt from CEQA pursuant to § 15268(b)(4) that CEQA only applies to projects which have the potential for causing a significant effect on the environment: and

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the request for a third water service for the future development of an Accessory Dwelling Unit:

1. All water service connections shall comply with all applicable codes, including but not limited to Porterville Municipal Code Section 26-2, which requires the abandonment of wells upon municipal service connection.

2. A back-flow device is required on the water meter.
3. The developer/applicant shall comply with the City standard for "backflow" prevention pursuant to Resolution No. 9615.

PASSED, APPROVED AND ADOPTED this 5th day of August, 2025.

Greg Meister, Mayor

ATTEST:
Richard Tree, Interim City Clerk

BY

Fernando Gabriel-Moraga,
Chief Deputy City Clerk



31-01

CITY OF PORTERVILLE

APPLICATION FOR EXTRATERRITORIAL SERVICE AGREEMENT FOR EAST PORTERVILLE DWR EMERGENCY CONNECTIONS

PROJECT ADDRESS AND NEAREST CROSS STREETS:
1520 E SUCCESS DR

NAME, MAILING ADDRESS AND TELEPHONE NUMBER OF PROPERTY OWNER(S):

REYES MARCELO

1552 E SUCCESS DR, PORTERVILLE CA 93257

559-202-7541

NAME, MAILING ADDRESS AND TELEPHONE NUMBER OF APPLICANT /CONTACT PERSON:

This Agreement will be in place until the date a future annexation of the property into the City of Porterville becomes effective.

The applicant for an Extraterritorial Service Agreement shall provide a concise and complete recital of the existing state of the property requesting connection to municipal services. Such information may include

- a. Site plans and/or photographs representing the subject property and its immediate surroundings as it exists at the date of application;
 - b. Legal description of the parcel of land that will be the subject of Extraterritorial Service Agreement;
 - c. Any deed restrictions existing or being imposed upon the parcel(s) of land for development, and a description of any reservation or dedication of land for public purposes. The City of Porterville will assist in the phasing as needed. It is understood the deed restrictions may change based upon a change in circumstances; and
 - d. Any further information that the City may require because of the particular nature or location of the development.
-
-

OWNER'S DECLARATION

STATE OF CALIFORNIA)
) ss
COUNTY OF TULARE)

I, REYES MARCELO, being duly sworn, declare and say that I am the owner of part (or all) of the property involved and that this application has been prepared in compliance with the requirements of the Porterville City Council as printed herein and that the foregoing information thoroughly and completely, to the best of my ability, presents the argument in behalf of the application except as to the matters stated to be on my information and belief.

I declare under penalty of perjury that the foregoing is true and correct, executed at

Porterville this 28th day of August, 20 16.

Telephone 559-202-7541

Signed Marcelo Reyes

Mailing Address 1552 E SUCCESS DR
PORTERVILLE CA 93257

This is to certify that the foregoing application has been inspected by me and found to be complete and acceptable for filing with the Porterville City Council.

Received 8/29/16
Date

Project No. 31-01

By J. M. Byrum
Zoning Administrator

REQUIREMENTS FOR FILING APPLICATION FOR EXTRATERRITORIAL SERVICE AGREEMENT

- 1. Extraterritorial Service Agreement Application Form**
- 2. Legal Description of Parcel**
- 3. List of any Deed Restrictions**
- 4. Irrevocable Agreement to Annex**
- 5. Plot Plan, Drawings and Photographs**
- 6. Filing fee as identified in Fee Schedule**

The Extraterritorial Service Agreement Application form must be filled out completely. The application must be signed by the owner or authorized agent under penalty of perjury in the space provided on Page 3.

Submit this information and the application to the City of Porterville Community Development Department, Planning Division, 291 N Main Street, Porterville, California. The application must be complete in every respect, with all questions answered completely, before the Zoning Administrator can receive and certify the petition.

This application is not a permit. A public hearing will be held on your application.



Submittal Requirements for Irrevocable Agreement for Annexation to the City of Porterville

The following items are to be submitted at the time of application. However, prior to actual filing, all applicants are encouraged to contact the Planning Division of the Community Development Department at (559) 782-7460 or planning@ci.porterville.ca.us to schedule a pre-filing meeting at which time a planner can provide assistance regarding form and content of review submittals as well as information regarding City codes and policies.

The following items are to be submitted with this application. Please see attached application for details.

1. Completed application form;
2. Filing fees;
3. Legal description of land parcel(s);
4. Copy of recorded Grand Deed(s).

City of Porterville

Application for Irrevocable Agreement for Annexation to the City of Porterville

IAA# 31-01 Submittal Date 8/28/16

Fee \$ 570.62 PRC# N/A

Property Owner REYES MARCELO

Phone 559-202-7541

Mailing Address 1552 E SUCCESS DR, PORTERVILLE CA 93257

Total Acreage of the Project (Gross/Net) 0.71

Assessor's Parcel Number(s) for Property 262110014

Address of Property 1520 E SUCCESS DR 1520 E Success---

Existing County General Plan Designation R-A Zoning R-A-M-20

Current City General Plan Designation Retail Centers Zoning CR (Retail Centers)

Please complete the following:

I/We the undersigned owner(s) of the above described property hereby request that the City Manager of the City of Porterville review, approve, and sign the Irrevocable Agreement for Annexation to the City of Porterville for the property(ies) described herein.

Marcelo Reyes 08-28-16
Signature 1 Date

1520 E. Success Dr.
Street Address
Porterville, CA 93257
City, State, Zip

Signature 2 Date

Street Address

City, State, Zip

Signature 3 Date

Street Address

City, State, Zip

Signature 4 Date

Street Address

City, State, Zip

Recording Requested by and
Upon Recordation return to:

City of Porterville
ATTN: Community Development Department
291 N Main Street
Porterville, CA 93257

Per Gov. Code §6103 no recording fee.
This is for the benefit of the City of Porterville.

IAA# 31-01

Irrevocable Agreement for annexation to the City of Porterville

This agreement is made this 28th day of August, 2016, between Marcelo Reyes hereinafter referred to as "Owner", and the City of Porterville, hereinafter referred to as "City".

Whereas, Owner is the owner of the real property consisting of approximately 0.709 gross acres located at 1520 E SUCCESS DR, Porterville, California, and is further described as follows: See attached deed restriction being further described as Assessor's Parcel Number 262110014.

Whereas, Owner requires use of the City Water system and the right to connect to the existing Water main which is contiguous to said property, or will be designed and installed by the State of California Department of Water Resources; and

Whereas, Owner is willing to permit the annexation of its property to the City of Porterville; and

Whereas, the City is willing to consent to the connection of said property to the Water main on the conditions that Owner permit said annexation to the City at the earliest possible time and record the attached deed restrictions to effectively limit changes in use or capacity of the site; and

Whereas, the City may proceed with the annexation of Owner's property plus other property, but said annexation will cause delay, which delay would create a substantial hardship for Owner.

Now, therefore, Owner does agree as follows:

1. Owner hereby gives its irrevocable consent to annexation of its property to the City at such time as the annexation may be properly approved through appropriate legal proceedings, and Owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications or consent prepared by the City and submitting any evidence reasonably within the control of Owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of Owner to institute any litigation or judicial proceedings whatsoever to compel annexation to the City.
2. The City hereby agrees to authorize the connection of said property to the City's Water main located in Success Dr.

3. Concurrent with connection to utilities, the State of California, on Owner's behalf, agrees to pay a fair share of annexation fees and other costs related to infrastructure as would ordinarily be charged on the annexation of property to the City, and as outlined in the fee schedule adopted by the City.
4. In addition to fees described above, the State of California, on Owner's behalf, shall pay all fees and charges and make all deposits required by City to connect to and use the Water. Those fees shall include, but not be limited to, the following:
 - LAFCo fee: (\$121 per phase, paid separately)
 - Extraterritorial Service Agreement fee (\$150 + \$0.0136 per s.f.) = \$ 570.62Said fees shall be valid for a period of one year from the date of execution of this Agreement and shall be paid prior to the issuance of a Water connection permit. Fees paid after one year of the date of execution of this Agreement shall be subject to the fee amount in effect at that time. Owner agrees to be bound by all City ordinances, rules, and regulations respecting the Water system.
5. This agreement shall be recorded.
6. Owner executes this agreement on behalf of itself, its successors and assigns, and said Agreement shall be irrevocable without the prior written consent of both parties hereto.

Executed this 28th day of August, 20 16

Owner: REYES MARCELO
1552 E SUCCESS DR
PORTERVILLE CA 93257

By: Marcelo Reyes

City: Julie Phillips
Julie Phillips, Community Development Manager

The City Manager and Mayor of the City of Porterville have been authorized to execute this Agreement of behalf of the City of Porterville

J. A. Lari
City Manager of the City of Porterville

Mike Brown
Mayor of the City of Porterville

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Tulare)On August 28, 2016 before me, Griselda Hurtado, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Marcelo Reyes
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Deed Restriction for IAA # 31-01

1520 E SUCCESS DR, Porterville CA 93257

APN 262110014 (as of April 29, 2016), as further identified by the legal description recorded in

Grant Deed: 2015-0073689 on, 12/15/2015.

The property is currently developed with residential structures, including 1 habitable units.

As a condition of the extraterritorial service agreement, no expansion or modification of this use, including conversion of structures or addition of habitable structures, may be permitted without approval of the City Council of the City of Porterville. The keeping of animals may be maintained in accordance with Tulare County Animal Control and Land Use ordinances, until one year following the date of annexation.

Connection to and use of the municipal water system is subject to all water conservation requirements imposed by the City of Porterville, as well as the requirement to abandon wells upon municipal service connection. A parcel smaller than 5 acres with a Porterville Municipal Water Service Connection shall not receive water from a private well, nor develop additional wells in the future.

Any existing deed restriction shall not be affected in any way by the document recorded herewith.

Recording Requested by and
Upon Recordation return to:

City of Porterville
ATTN: Community Development Department
291 N Main Street
Porterville, CA 93257



2017-0061522

Recorded
Official Records
County of
Tulare
ROLAND P. HILL
Clerk Recorder

REC FEE

0.00

08:13AM 06-Oct-2017 | CS
Page 1 of 4

Per Gov. Code §6103 no recording fee.
This is for the benefit of the City of Porterville.

IAA# 31-01

Irrevocable Agreement for annexation to the City of Porterville

This agreement is made this 28th day of August, 2016, between Marcelo Reyes hereinafter referred to as "Owner", and the City of Porterville, hereinafter referred to as "City".

Whereas, Owner is the owner of the real property consisting of approximately 0.709 gross acres located at 1520 E SUCCESS DR, Porterville, California, and is further described as follows: See attached deed restriction being further described as Assessor's Parcel Number 262110014.

Whereas, Owner requires use of the City Water system and the right to connect to the existing Water main which is contiguous to said property, or will be designed and installed by the State of California Department of Water Resources; and

Whereas, Owner is willing to permit the annexation of its property to the City of Porterville; and

Whereas, the City is willing to consent to the connection of said property to the Water main on the conditions that Owner permit said annexation to the City at the earliest possible time and record the attached deed restrictions to effectively limit changes in use or capacity of the site; and

Whereas, the City may proceed with the annexation of Owner's property plus other property, but said annexation will cause delay, which delay would create a substantial hardship for Owner.

Now, therefore, Owner does agree as follows:

1. Owner hereby gives its irrevocable consent to annexation of its property to the City at such time as the annexation may be properly approved through appropriate legal proceedings, and Owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications or consent prepared by the City and submitting any evidence reasonably within the control of Owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of Owner to institute any litigation or judicial proceedings whatsoever to compel annexation to the City.
2. The City hereby agrees to authorize the connection of said property to the City's Water main located in Success Dr.

3. Concurrent with connection to utilities, the State of California, on Owner's behalf, agrees to pay a fair share of annexation fees and other costs related to infrastructure as would ordinarily be charged on the annexation of property to the City, and as outlined in the fee schedule adopted by the City.
4. In addition to fees described above, the State of California, on Owner's behalf, shall pay all fees and charges and make all deposits required by City to connect to and use the Water. Those fees shall include, but not be limited to, the following:
 - LAFCo fee: (\$121 per phase, paid separately)
 - Extraterritorial Service Agreement fee (\$150 + \$0.0136 per s.f.) = \$ 570.62Said fees shall be valid for a period of one year from the date of execution of this Agreement and shall be paid prior to the issuance of a Water connection permit. Fees paid after one year of the date of execution of this Agreement shall be subject to the fee amount in effect at that time. Owner agrees to be bound by all City ordinances, rules, and regulations respecting the Water system.
5. This agreement shall be recorded.
6. Owner executes this agreement on behalf of itself, its successors and assigns, and said Agreement shall be irrevocable without the prior written consent of both parties hereto.

Executed this 28th day of August, 2016

Owner: REYES MARCELO

1552 E SUCCESS DR

PORTERVILLE CA 93257

By: Marcelo Reyes

City: Julie Phillips
Julie Phillips, Community Development Manager

The City Manager and Mayor of the City of Porterville have been authorized to execute this Agreement of behalf of the City of Porterville

J. A. L...
City Manager of the City of Porterville

M. J. ...
Mayor of the City of Porterville

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Tulare)
On August 28, 2016 before me, Griselda Hurtado, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Marcelo Reyes
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Deed Restriction for IAA # 31-01

1520 E SUCCESS DR, Porterville CA 93257

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Grant Deed: 2015-0073689 on, 12/15/2015.

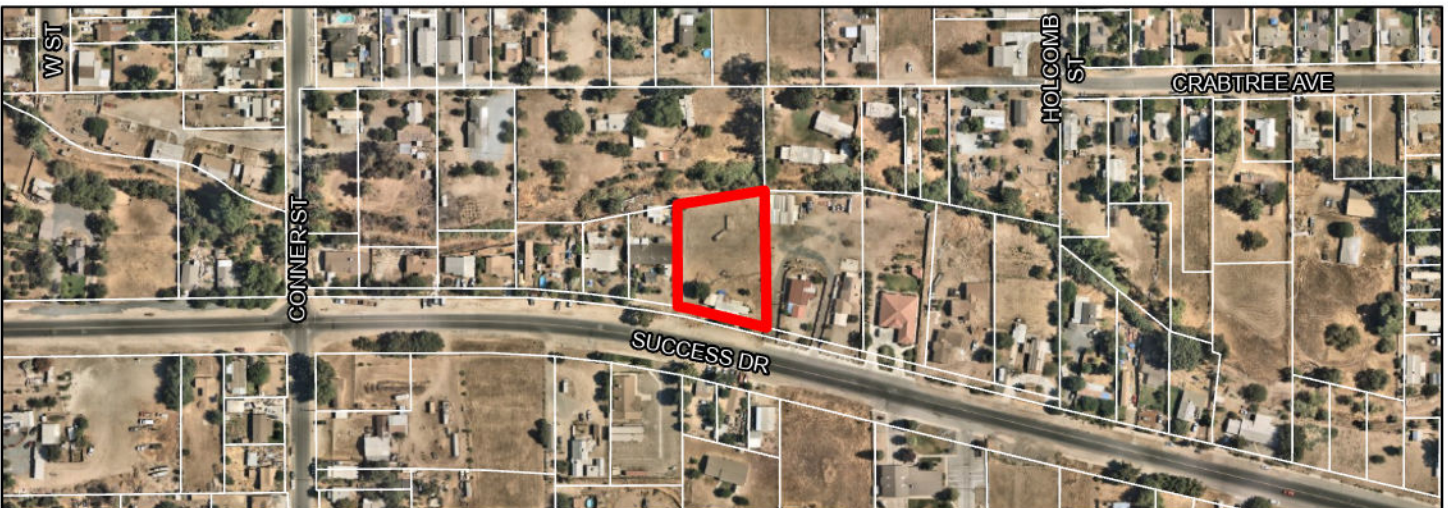
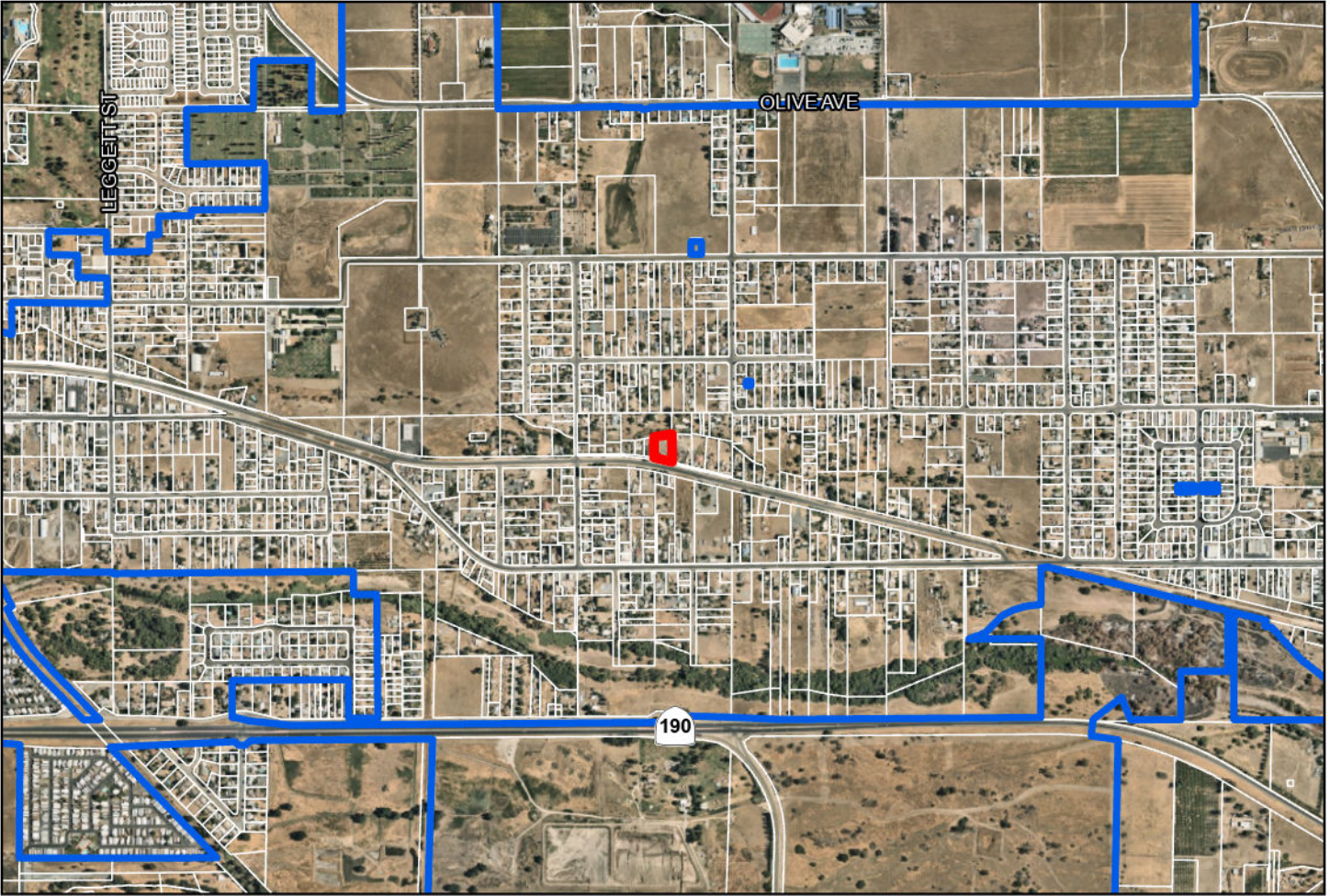
The property is currently developed with residential structures, including 1 habitable units.

As a condition of the extraterritorial service agreement, no expansion or modification of this use, including conversion of structures or addition of habitable structures, may be permitted without approval of the City Council of the City of Porterville. The keeping of animals may be maintained in accordance with Tulare County Animal Control and Land Use ordinances, until one year following the date of annexation.

Connection to and use of the municipal water system is subject to all water conservation requirements imposed by the City of Porterville, as well as the requirement to abandon wells upon municipal service connection. A parcel smaller than 5 acres with a Porterville Municipal Water Service Connection shall not receive water from a private well, nor develop additional wells in the future.

Any existing deed restriction shall not be affected in any way by the document recorded herewith.

Locator Map 1520 E Success Dr



-  Project Location
-  City Limits

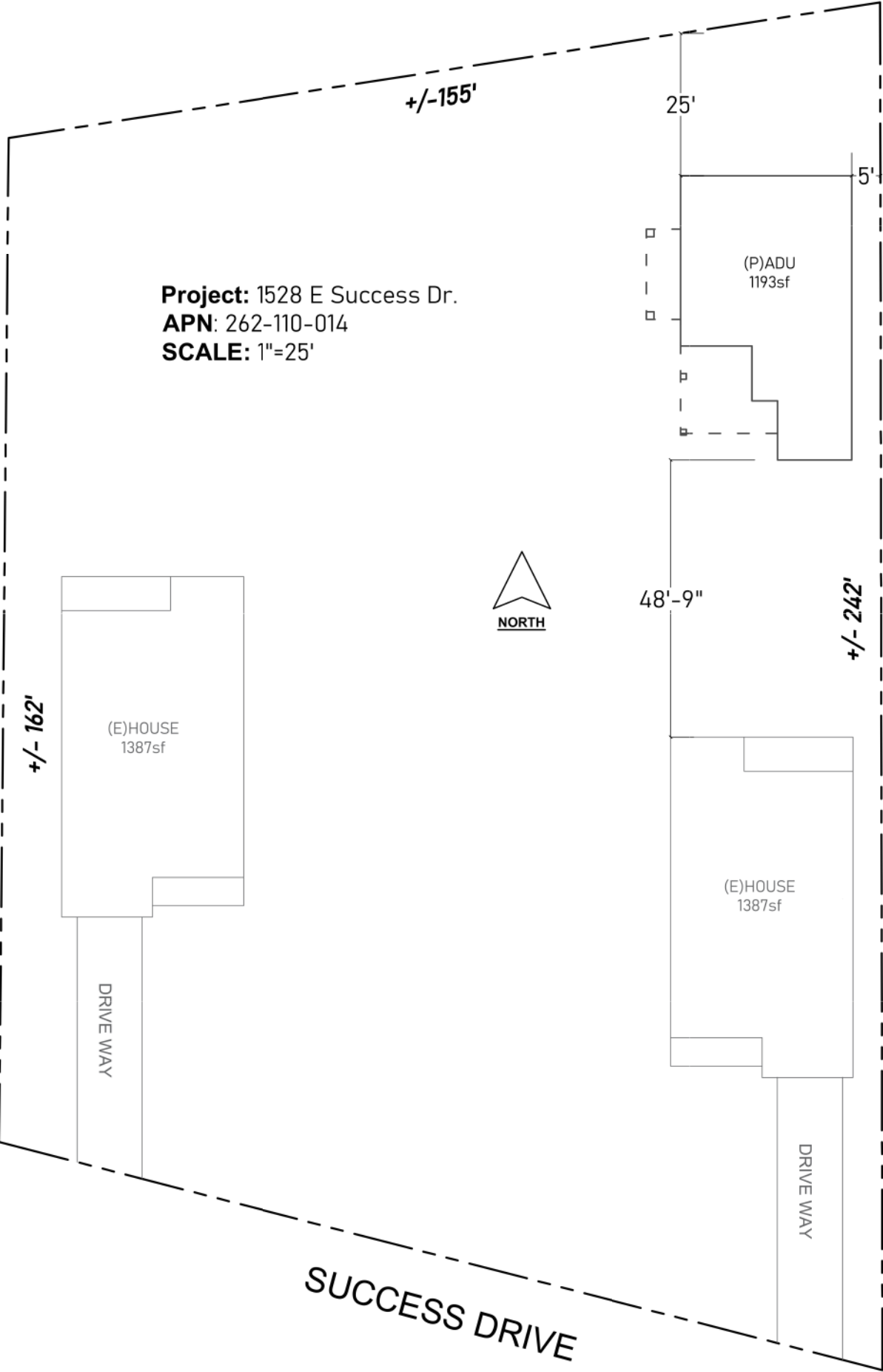


1193 SF New Construction ADU

Location:

1520 E Success Dr,
Porterville, CA 93257

APN: 262-110-014



INDEX OF SHEETS

1. SITE PLAN
2. FLOOR PLAN
3. ELEVATION
4. ELECTRICAL
5. PLUMBING
6. HVAC
7. ROOF PLAN
8. FRAMING ROOF
9. WALL FRAMING
10. BRACED WALL PLAN
11. FOUNDATION
12. FOUNDATION DETAILS
13. DETAILS
14. FASTENING

TYPE CONSTRUCTION: VB
CODE AND SECTION TO REFLECT 2022 CRC

- NOTES:
- 1 Changes from the approved plans during construction shall cause construction to be suspended until the plans can be amended by the designer and submitted to the Agency for review and approval [CRC R106.4].
 - 2 Street addressing is required. Include the suite number of the tenant space, if applicable. Address numerals, at least four inches high with minimum 1/2-inch stroke, mounted on a contrasting background clearly visible from the street [CBC 501.2].

Martinez Drafting
martinezdrafting@gmail.com
(559) 544-4856

DATE: 4/1/25

SITE PLAN



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Authorization to Roll Unpaid Utility Accounts to the 2025-2026 Property Tax Rolls

SOURCE: Finance

COMMENT: Municipal Code Chapter 25, Section 8 provides that unpaid water bills may be added to the tax statement for said property and collected in the same manner as real property taxes. Municipal Code Chapter 13, Section 14 (Article D) and Chapter 25, Section 37 provide that any unpaid charges for sewer rental or solid waste services, together with interest and penalties constitute a lien on the real property involved.

Staff has prepared a draft Resolution for the City Council's consideration, which would authorize the Tulare County Auditor to place the unpaid utility accounts on the property tax rolls.

RECOMMENDATION: That the City Council adopt the draft resolution authorizing the Tulare County Auditor to place unpaid utility accounts on the 2025-2026 property tax rolls for collection.

ATTACHMENTS:

1. Draft Resolution
2. Exhibit A - Unpaid Utilities
3. Municipal Code - Chapter 13, Section 14
4. Municipal Code - Chapter 25, Section 8
5. Municipal Code - Chapter 25, Section 37

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 ORDERING THE PLACEMENT OF SPECIAL ASSESSMENT LIENS
ON THE TULARE COUNTY TAX ROLLS FOR FISCAL YEAR 2025-2026**

WHEREAS: The City of Porterville Municipal Code Section 13-14, Garbage and Refuse – Charges for Collection; Time and Manner of Payment, provides that the amount required to be paid, together with interest and penalty, constitutes a lien on all real property; and

WHEREAS: The City of Porterville Municipal Code Section 25-37, Collection of Sewer Rental; Charges to be Lien, provides that any unpaid charge for sewer rental or sewer rental penalties or interest may be placed as a lien on the real property involved; and

WHEREAS: The City of Porterville Municipal Code Section 25-8, Guarantee of Payment of Water Bills by Property Owners, provides that unpaid water bills may be a lien on said property and the amount of said unpaid water bill may be added to the tax statement for said real property and collected in the same manner as real property taxes; and

WHEREAS: The Porterville City Council, having duly received and considered evidence and documentation concerning the delinquent accounts proposed to be placed on the Fiscal Year 2025-2026 County Tax Rolls concerning the necessity for the placement of the contemplated tax liens;

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve and order the submittal of the following liens, attached hereto as Exhibit “A” to the Tulare County Auditor for placement on the property tax rolls for collection.

PASSED, APPROVED and ADOPTED this 5th day of August, 2025

Greg Meister, Mayor

ATTEST:
Richard Tree, Interim City Clerk

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

CITY OF PORTERVILLE

UNPAID UTILITIES
FY2025-2026 Tax Roll

Assessee	Property Address	Parcel Number	Assessment Amount
JENNIFER OROSCO	1975 N MASTON ST	1 243-202-002	185.52
JENNIFER MEZA	1849 N MASTON ST	2 243-203-005	425.70
MARIA QUINTERO	1846 N PROSPECT ST	3 243-203-008	367.46
RAMIRO GUDINO	1134 W NORTH GRAND AVE	4 243-204-010	685.36
PATRICIA BETANCOURT	1720 N WILSON PL	5 243-230-034	366.86
SARA MORENO DE MARTI	266 N PATSY ST A	6 245-112-003	8.12
LINDA L RICHARDSON	1071 N PATSY DR	7 245-303-003	1137.78
NEW LIFE CENTER	2012 W MORTON AVE	8 245-342-039	1240.96
NEW LIFE CENTER	2092 W MORTON AVE	9 245-342-060	165.92
ROBERT BROWN	749 N BALMAYNE DR	10 245-390-058	769.16
MIGUEL JR CHAVEZ-LOPEZ	2084 W WESTFIELD AVE	11 245-460-033	170.52
TINA CLOWER	1954 W PIONEER AVE	12 245-514-010	244.14
JUAN MORALES DIAZ	1365 N LOMBARDI ST	13 245-580-065	151.80
PATRICIA FLORES	841 W WESTFIELD AVE	14 246-200-001	374.26
MARGARITO CERCAS	895 W WESTFIELD AVE	15 246-200-028	732.58
SUSAN METZGER	1506 & 1512 N COBB ST	16 246-250-013	7912.08
GRACIELA SALINAS	1311 N VILLA ST	17 247-022-009	366.84
MELISSA WALSH	1261 N LIME ST	18 247-110-011	868.70
SCENIC DRIVE RANCH LLC	1112 N SCENIC DR	19 247-120-015	128.12
MARIA SUAREZ	350 E HEATHERWOOD CIR	20 248-090-035	46.46
ESMERALDA ANDRADE	915 W TOMAH AVE	21 251-201-007	581.72
BETTY LOU TAFF	281 N MASTON ST	22 251-232-002	632.34
MARIA ZENDEJAS-ALVARA	1203 W TOMAH AVE	23 251-282-003	602.30
CLYDE FERRELL	680 N PALM PL	24 252-110-043	9.92
TULE RIVER TRIBE OF CA	152 N HOCKETT ST	25 252-197-003	563.38
KAREN ANN JUAREZ	593 N THIRD ST	26 253-025-008	907.14
MICHAEL L BENCH	395 N SECOND ST	27 253-202-008	1470.78
GWENDOLYN GREENE	846 E PUTNAM AVE	28 254-073-041	344.96
ANA GUZMAN	890 W MC INTIRE AVE	29 259-252-008	127.86
RICARDO SALCIDO GAMBOA	633 S OHIO ST	30 260-077-009	109.16
MARYLOU CARTAS	702 W RIVER EDGE AVE	31 260-080-025	158.32
JOSE & ANA MARI MEJIA	79 E VANDALIA AVE	32 261-051-008	274.40
LYDIA BERNAL-ANDRADE	375 S A ST	33 261-094-006	1085.08
SERGIO TAPIA	862 E POPLAR AVE	34 262-240-082	2715.82
THELMA UNDERWOOD	976 S WISCONSIN ST	35 268-080-011	1227.90
GUILLERMINA MENDOZA	969 S WISCONSIN ST	36 268-080-027	337.54
JESUS ZEPEDA	955 S WISCONSIN ST	37 268-080-030	1521.80
JOHN SHRY	921 S COTTAGE ST	38 269-010-005	234.70
BRIANNA ESQUIVEL	154 E YATES AVE	39 270-140-003	167.06
JOSE VIEYRA	254 E GIBBONS AVE	40 270-140-035	285.20
Total amount of assessments			\$ 29,705.72
Total number of assessments			40

13-14: CHARGES FOR COLLECTION; TIME AND MANNER OF PAYMENT:

A. Fees and charges for the collection and disposal of solid waste collection by the city will be fixed by resolution of the city council.

B. Solid waste collection charges shall be included in the regular city utility bill to customers who also have city water service. When the solid waste customer does not have city water service, a separate bill for solid waste service shall be mailed to the customer who owns or controls the premises serviced.

C. All charges for solid waste service included on utility bills, or if not a part of the city utility bill, shall be due and payable at the same time as other utility charges. If a bill for solid waste is not paid within thirty (30) days after billing date, a charge of ten percent (10%) as a penalty for said delinquency shall be made and added to the amount and become a part of said delinquent utility bill; and the city may discontinue all city utility service to the premises if the bill should remain delinquent on the forty fifth day after billing.

D. All solid waste service charges are the responsibility of the customer whose name appears on the utility billing for the service. If unpaid by the customer billed who controls the premises, they shall be secured at any time by filing for record in the office of the county recorder of any county, a certificate specifying the amount of such charges and the name and address of the customer liable therefor. From the time of recordation of the certificate, the amount required to be paid, together with interest and penalty, constitutes a lien upon all real property in the county owned by the customer or afterwards, and before the lien expires, acquired by him. The lien has the force, priority, and effect of and shall be regarded as a judgment lien, which may be extended, if unpaid, by the recording of a renewal certificate before the expiration of ten (10) years of the previously recorded certificate. (Ord. 1494A, 7-20-1993; Ord. 1615, 10-1-2002; Ord. 1890, 3-1-2022)

**25-8: GUARANTEE OF PAYMENT OF WATER BILLS BY PROPERTY OWNERS; AUTHORIZED GENERALLY;
LIEN:**

The owners of any property where water is furnished by the city may assume responsibility for the payment of such water by filing with the water department a written acceptance of such responsibility in a form approved by the city attorney, guaranteeing payment of all water bills accruing against such property or utilized by consumers on such property. The writing shall provide that unpaid water bills may be a lien on said property and the amount of said unpaid water bill may be added to the tax statement for said real property and collected in the same manner as real property taxes. (Ord. Code § 3543; Ord. 845 § A, 11-16-1965)

25-37: COLLECTION OF SEWER RENTALS; PENALTIES; DISCONTINUANCE OF WATER SERVICE FOR NONPAYMENT; CHARGES TO BE LIEN:

Charges for sewer rentals shall be included with the water bill and if the charge for sewer rental shall remain unpaid at the due date for the payment of water bills, there shall be added to the sewer rental charge the same penalties and interest as are required for delinquencies or nonpayment of water bills. Water services may be discontinued for nonpayment of the charge for sewer rental or sewer rental penalties and interest, and any unpaid charge for sewer rental or sewer rental penalties or interest may be placed as a lien on the real property involved. (Ord. Code § 3635.1)



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Intent to Schedule a Public Hearing for the 2024/25 Consolidated Annual Performance Evaluation Report (CAPER)

SOURCE: Community Development

COMMENT: Staff is currently in the process of preparing the City's 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER) for submittal to U.S. Department of Housing and Urban Development (HUD). The CAPER reports on specific federal assistance allocated to the City for the period of July 1, 2024, through June 30, 2025.

At this time, staff is requesting that the City Council authorize the scheduling of a public hearing at a future meeting in September 2025 to allow for the minimum 15-day public comment period and provide an opportunity for the community to review and comment on the draft CAPER prior to its consideration for adoption. The CAPER is due to HUD by no later than September 28, 2025.

RECOMMENDATION: That the City Council authorize the scheduling of a public hearing to take place at a future meeting in September 2025 for consideration of the 2024-2025 Consolidated Annual Performance Evaluation Report (CAPER).

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Richard Tree, Interim City Manager



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Approval of Community Civic Event - Kiwanis of Porterville - Mariachi Fest Market - September 20, 2025

SOURCE: Finance

COMMENT:

The Kiwanis Club of Porterville is requesting approval to hold the Mariachi Fest Market on Saturday, September 20, 2025, at Veterans Park, from 10:00 AM to 7:00 PM. This event is being held in celebration of National Hispanic Heritage Month and will feature local vendors, musicians, artisans, and traditional dancers. The sponsor is requesting the use of Veterans Park from 9:00 AM to 6:00 PM for setup before and cleanup after the event. An outside amplifier permit has been approved from 10:00 AM to 5:00 PM.

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

RECOMMENDATION: That the City Council approve the Community Civic Event application submitted by the Kiwanis of Porterville Club to hold the "Mariachi Fest Market" event on September 20, 2025, at Veterans Park, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C, and Outside Amplifier Permit.

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Richard Tree, Interim City Manager

CITY OF PORTERVILLE

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

(Incomplete applications can delay permit process)



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

Event Flyer: Yes ☒ No ☐ If yes, please attach copy

E-mail address: teapotacres221@gmail.com

Website: _____

Application date: 7/1/25

Event date: 9/20/25

Event time: 10am-5pm

Name of Event: Mariachi Fest Market

Sponsoring organization: Kiwanis of Porterville Phone # 559-359-7850

Address: _____

Authorized representative: Bert Martinez Yarbrough Phone # 559-359-7850

Address: _____

Event chairperson: Mayra Gomez Phone # 559-544-9516

Ramses Gomez 559-544-9515

Location of event Veterans Park SEE ATTACHMENT

Location map must be attached

Description of event: A community market brings together vendors, artisans, musicians, and dancers for a day filled with festive performances from local talent. Thus, it's a celebration of heritage, traditions, and entrepreneurial spirit from locals.

Purpose of event: Celebrating National Hispanic Heritage Month

Non-profit organization status: Active

(IRS Determination)

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

Barricades (quantity): _____ Street sweeping Yes _____ No ☒

Police protection Yes _____ No ☒ Refuse pickup Yes _____ No ☒

Other: Police Presence throughout the event time. They are welcome to set up a canopy booth.

Parks facility application required: Yes ☒ No _____ Attached _____

Assembly permit required: Yes _____ No _____ Attached _____

The application will be forwarded for staff review to gather comments and identify any special requirements or conditions for this event.

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

 _____ Authorized Representative Initial

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

_____ Authorized Representative Initials

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

 _____ Authorized Representative Initials

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

 _____ Authorized Representative Initials

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

 _____ Authorized Representative Initials

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

Porterville Kiwanis Club

(Name of Organization)

(Signature)



7/1/25

(Date)

CITY OF PORTERVILLE

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

Name of event: Mariachi Fest Market

Sponsoring organization: Porterville Kiwanis Club

Location: Veterans Park Event date: 9/20/25 Event time: 10am-5pm

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

[illegible]

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

MARIACHI FEST 9-13-25					
1	N PHP AGENCY	ADRIANA/LUCIO RODRIGUEZ	257 S MAIN ST, #D POR CA	333-1300	
2	FLOWERS & SUPPLIES		130 E MILL, POR CA	483-5160	
3		VIVIANA CORTES	331 N VILLA ST, POR CA	310-0290	
4		LUPITA CREATES	843 E KANAI, POR CA	202-9786	
5	LIVAJ		431 W WILSON, RIDGECREST CA 93555	314-702-0504	
6	HOOKED ON CROCHET	BY TAMMY	22300 W THURMAN, POR CA	361-5596	
7	F DOGTOWN DOGGIES		99 SINARLE, POR CA	756-2176	
8	F BRAINFREEZE SHREDDED ICE		99 SINARLE POR CA	756-2176	
9	G & D CREATIONS		350 S GREENWOOD, POR CA	359-7298	
10	F TACO CHEWI		5004 SAN LUCAS DR, BAKERSFIELD CA 93307	661-558-8137	
11	DOWNTOWN REALTY		259 N HOCKETT, POR CA	293-9370	
12	F CHICKING TREATS		702 W PALO ALTO, CLOVIS CA 93612	970-3428	
13	BARRERAS CORN		2257 E MORGAN AVE, EXETER, CA	799-6590	
14	F BARRERAS AGUAS FRESCAS		404 N BRUNDAGE, FARMERSVILLE, CA	557-0170	
15	DEVA'S CREATIONS		380 N LOWERY, POR CA	310-4934	
16	PURPLE FAIRY BLOSSOM		863 CRYSTAL ST, #15, POR CA	521-8223	
17	HIS AND HERS CRAFTS		316 N WALCH	542-7791	
18	THE STOP SHOP		350 S FRONT, EARLIEMART, A 93219	615-2512	
19		E MENDOZA	547 S AVERY, FARMERSVILLE, CA 93223	901-5727	
20	N FAMILY HEALTH CENTER	YOLANDA-FIRST AIDE	323 W PUTNAM AVE, POR CA	793-3505	
21	ARIELS CREATIONS		27795 AVE 146 APT#E, POR CA	756-2915	
22	MIZZ B'S CUSTOM CREATIONS		947 E VINE CT, VISALIA, CA	750-2032	
23	F TREAT YOURSELF CHARCUTERIE		1540 N LOTAS WAY, POR CA	901-3559	
24		SYLVIA LEON	332 S G ST, EXETER, CA		
25	F S & M TRIP TIP GRILL		1820 18TH AVE, DELANO, CA 93215	661-709-0141	
26	GYPSY SOUL		368 OAKWOOD RD, CA HOT SPRINGS CA 93207	661-548-6328	
27	KINDY'S CREATIONS		44202 PINEFLAT DR, CAL HOT SPRINGS, CA 93207	837-8356	
28	MOO MOO SCENTS		1950 E ROBY AVE, POR CA	756-5044	
29	BESTIES BOUTIQUE		93 S INDIANA, POR CA	361-1811	
30	F ASIAN FOOD	WARUNG, MIE	2615 W BUENA VISTA, VISALIA, CA 93291	818-403-4870	
31	EDGAR'S HONEYBEES		20293 AVE 196, STRATHMORE, CA	310-7783	
32	OH NANA'S CREATIONS		552 N VERDUGO, POR CA	920-7990	
33	GIGI B'S CARDS & CRAFTS		320 N OAKMORE, TULARE CA	281-3410	
34	AUNT BLUE CRAFTS & CROCHET		105 S CORNUCOPIA RD #B, EXETER, CA 93221	715-1639	
35	BOWTIFUL CREATIONS		3825 S KOVA CT, VISALIA, CA	284-4620	
36	RUFF CUTZ		1365 W OLIVE, POR CA	791-8285	
37	PAWWFECT TREATS		522 S ALTA VISTA, POR CA	756-5064	
38	JUST BEAD IT		133 E HENDERSON, POR CA	361-6393	
39	COQUETTE CREATIONS		14004 TOLUCA, BAKERSFIELD, CA93314	932-5300	
40	TURN RIGHT DESIGNS		1909 CHERRY AVE, POR CA	350-0443	
41	N PORTERVILLE KIWANIS		P.O. BOX 1704, POR CA	359-7870	#36-1327510
42	F FAR OUT DULCES		1750 W LLOYD, POR CA	818-605-1892	
43	F ESPINOZA TACOS	ROSEANNA ALCAREZ	653 E DATE AVE, POR CA	310-2768	
44	F DANTE'S KITCHEN		14721 IMPERIAL RD, POPLAR, CA 93257	310-4964	
45	2 FEATHERS		1003 OILDALE DR, BAKERSFIELD, CA93308	661-379-5679	
46	TONY TRUJILLO		210 RIO VISTA, POR CA	783-3742	
47	F THE CUPCAKE ROUTE		3702 BURDT CT, HANDFORD, CA 93230	250-9563	
48	F STARDUST FLUFF		940 E DIXIE, POR, CA	339-8087	
49	GLAMOROUS JEWELS		4734 W CALDWELL # D, VISALIA, CA	931-3972	
50	N TUL CO RESOURCES FAMILY		6330 S MOONEY BLVD, #104, VISALIA, CA	687-6801	
51	F THE LITTLE BAKERY		P.O. BOX 1979, VISALIA, CA 93279	310-6330	
52	MOM OF 2 HEATHENS		3023 HOYT PL, TULARE, CA 93274	920-0463	
53	F 559 FOOD COURT		25433 AVE 78, TERRA BELLA, CA 93270	789-1943	
54	DANA'S DRIP		P.O. BOX 10537, TERRA BELLA, CA	310-9733	

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

Event date: 9/20/25 Hours: 10am-5pm

[illegible][illegible]

<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>
1. The parking lot of the main building of the university.	1. The main building of the university.	1. The main building of the university.
2. The parking lot of the library.	2. The library.	2. The library.
3. The parking lot of the sports center.	3. The sports center.	3. The sports center.
4. The parking lot of the student union.	4. The student union.	4. The student union.
5. The parking lot of the faculty of science.	5. The faculty of science.	5. The faculty of science.
6. The parking lot of the faculty of arts.	6. The faculty of arts.	6. The faculty of arts.
7. The parking lot of the faculty of engineering.	7. The faculty of engineering.	7. The faculty of engineering.
8. The parking lot of the faculty of medicine.	8. The faculty of medicine.	8. The faculty of medicine.
9. The parking lot of the faculty of law.	9. The faculty of law.	9. The faculty of law.
10. The parking lot of the faculty of business.	10. The faculty of business.	10. The faculty of business.

Requirements for Community Civic Event
Porterville Kiwanis Club
Mariachi Fest Market
September 20, 2025

City Engineer:

D. Cervantez

Community Development Director:

C. Calderon

Public Works Director:

M. Knight

Fire Marshal:

C. Dignam

Please see Exhibit C.

Parks and Leisure Services Director:

D. Moore

Vehicles not involved in the event to
park in designated parking areas.

Police Lieutenant:

A. Acevedo

Please see Exhibit B.

Administrative Service Director:

Y. Andrade

The certificate of liability and
endorsement pages provided are
sufficient for the proposed event. All
bounce house/inflatable participants or
legal guardians (if the participant is a
minor) must sign a waiver of liability
releasing the City from any and all
claims.

Field Services Superintendent:

B. Spry

No comments.

Field Services Superintendent – Streets:

J. Baeza

No comments.

Requirements for Community Civic Event

Sponsor: Porterville Kiwanis Club
Event: Mariachi Fest Market
Event Chairman: Mayra Gomez and Ramses Gomez
Location: Veterans Park, Porterville Ca
Date of Event: September 20, 2025 (10:00 a.m-5:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

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

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

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

**Mariachi Music Fest Market
September 20, 2025, 11:00 am to 3:00 pm
Veterans Park**

Proposed Conditions/Requirements for Event:

- At conclusion of event, event organizers shall ensure the park is promptly cleared of any equipment, booths, or waste
- Event organizers should contact the Patrol Watch Commander to discuss any potential policing needs. They can be reached at (559) 782-7400.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved and granted; however, event organizers shall not allow sound amplification to be so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.

Mark Azevedo, Lieutenant
Porterville Police Department

**CITY OF PORTERVILLE/FIRE DEPARTMENT
COMMUNITY CIVIC EVENT APPLICATION**

**MARIACHI FEST MARKET
SEPTEMBER 20, 2025
VETERNS PARK, PORTERVILLE**

Proposed Conditions/Requirements for Event:

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

Clayton Dignam
Fire Marshal



OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

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

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

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

Exceptions:

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

Definitions

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

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

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

Cooking Equipment

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



Wood, Charcoal (Solid Fuels) Cooking

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

Deep Fat Frying, Flambé, and Wok

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

Vendor Booth Construction and Location

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

Electrical Power

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

Fire Extinguishers

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

Miscellaneous

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

Fire Safety Tips

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

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



Cooking Booth Vendor Agreement

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

Cooking Booth Construction and Location

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

Cooking Equipment

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

Miscellaneous

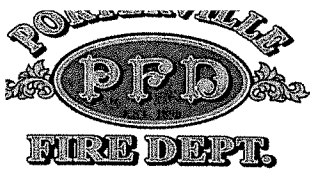
1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall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

Additional Requirements:

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

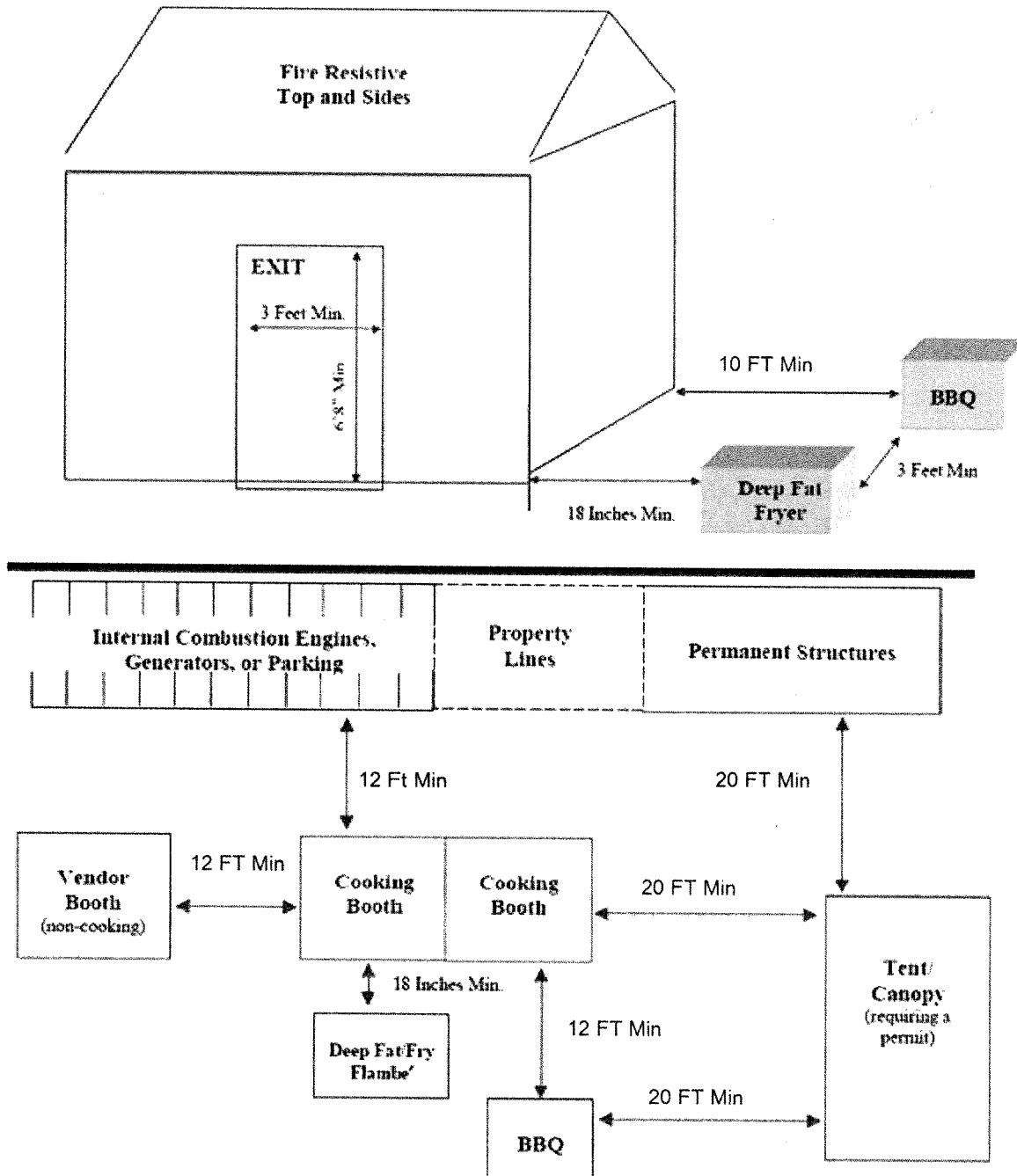
By signing below, I acknowledge that I have read and agree to comply with all requirements of this contract.

Signature _____ Date _____



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

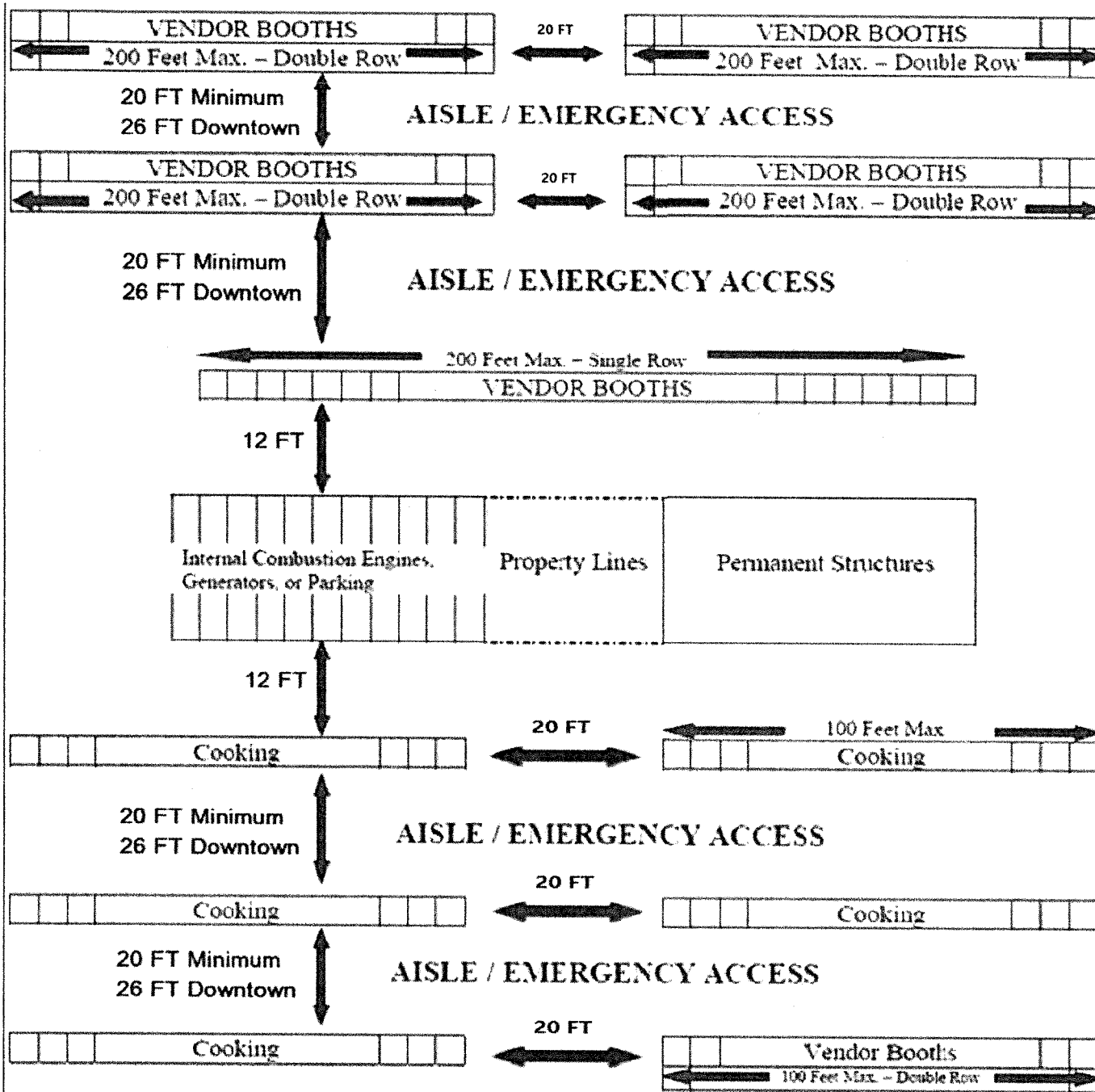




PORTERVILLE FIRE DEPARTMENT

FIRE DEPT.

FIRE PREVENTION DIVISION



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

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

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

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



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

1 Name and home address of the applicant: Mayra Gomez- 221 W. Teapot Dome Ave. Porterville, CA 93257

2 Address where amplification equipment is to be used: Veterans Park 1501 W. Henderson

3 Names and addresses of all persons who will use or operate the amplification equipment: _____

4 Type of event for which amplification equipment will be used: Speaker, Mic

5 Dates and hours of operation of amplification equipment: 11am-3pm 09/20/25

6 A general description of the sound amplifying equipment to be used: Music and Announcements

Section 18-9

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

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

Section 18-14

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

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

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

M. Gomez
Signature of Applicant

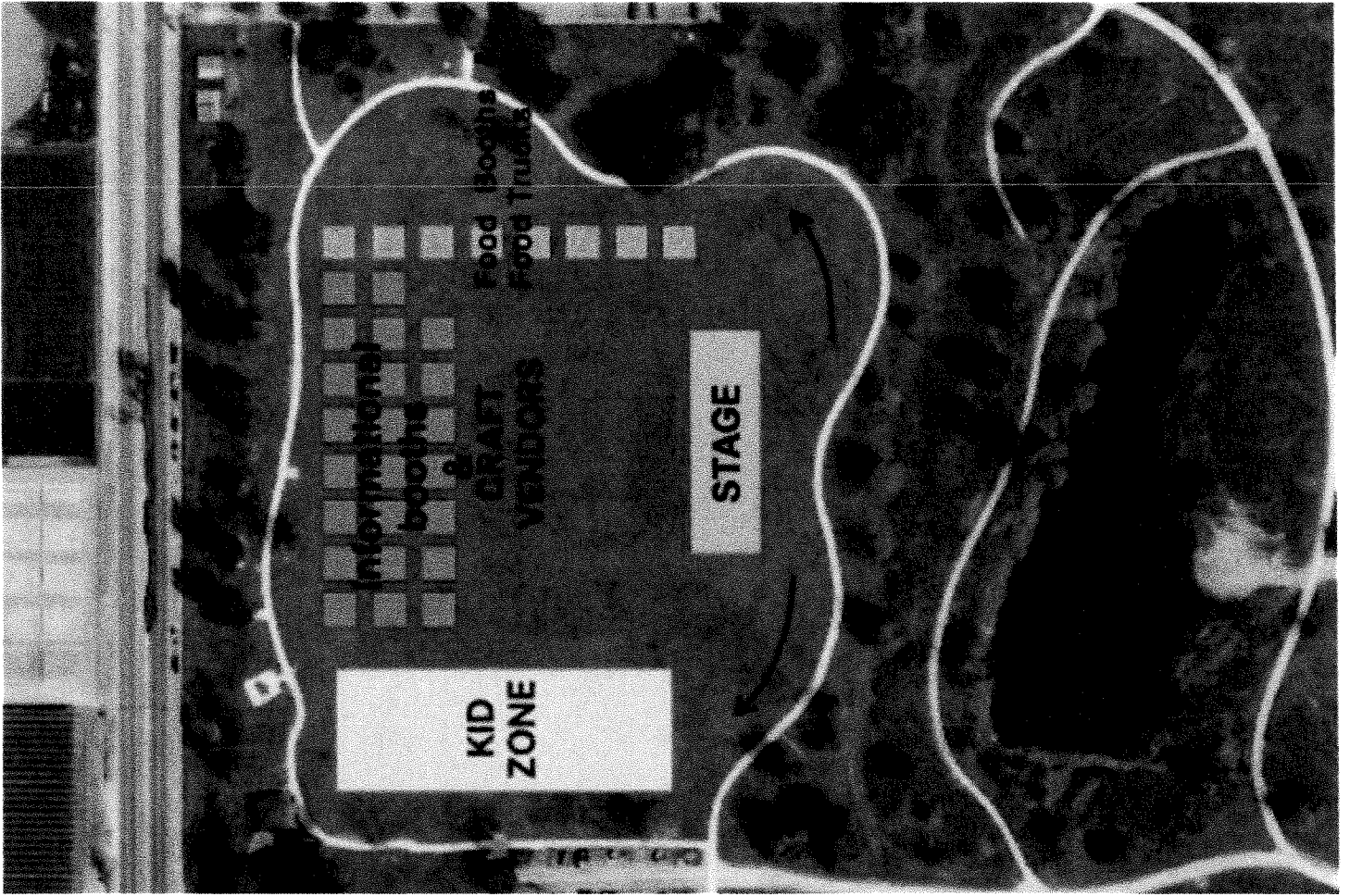
7/1/25

Date

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

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

07/14/2025
Date





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Hylant - Indianapolis
10401 North Meridian St, Ste 200
Indianapolis IN 46290

CONTACT

NAME: Lisa Christenson

PHONE

(A/C, No, Ext): 317-817-5172

E-MAIL

ADDRESS: kiwaniscert@hylant.com

FAX

(A/C, No): 317-817-5151

INSURED

Kiwanis International, All Clubs and Their Members
3636 Woodview Trace
Indianapolis IN 46268

KIWAN03

INSURER(S) AFFORDING COVERAGE

INSURER A: Lexington Insurance Company

NAIC #

19437

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 227944270

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																																				
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	013136005	11/1/2024	11/1/2025	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Liquor Liability</td><td>\$ 1,000,000</td></tr><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr><tr><td>All Claims</td><td>\$150,000</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Liquor Liability	\$ 1,000,000	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	EACH OCCURRENCE	\$	AGGREGATE	\$	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$	All Claims	\$150,000
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All Claims	\$150,000																																									
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		013136005	11/1/2024	11/1/2025																																					
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$																																									
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A																																							
A	Self-Insured Retention		013136005	11/1/2024	11/1/2025																																					

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

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
9/13/2025 or any future date(s) during the policy term.
Porterville Kiwanis Club Food Trucks in the Park
Located @ Veterans Park
Kiwanis Club of Porterville

CERTIFICATE HOLDER

City of Porterville
291 N. Main Street
Porterville CA 93257

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2024

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

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

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

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

All other terms and conditions of the policy remain the same.



Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME:		
	PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No):		
	E-MAIL ADDRESS: support@nextinsurance.com		
INSURED Brian Limon N&B Rentals 10360 San Gabriel Ave South Gate, CA 90280	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: State National Insurance Company, Inc.		12831
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 998572867

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		NXTW3QWQHC-00-GL	02/25/2025	02/25/2026	EACH OCCURRENCE \$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00						
	MED EXP (Any one person) \$15,000.00						
	PERSONAL & ADV INJURY \$1,000,000.00						
	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is City of Porterville. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Porterville
291 N Main St
Porterville, CA 93257

LIVE CERTIFICATE



Click or scan to view

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 05

POLICY NUMBER NXTW3QWQHC-00-GL	POLICY CHANGES EFFECTIVE 07/08/2025	COMPANY State National Insurance Company, Inc.
NAMED INSURED Brian Limon N&B Rentals 10360 San Gabriel Ave South Gate, CA 90280		AUTHORIZED REPRESENTATIVE Ann Ryan
COVERAGE PARTS AFFECTED Commercial General Liability Coverage Part		
CHANGES SEE ATTACHED SCHEDULE		

Return Total

\$0.00



Authorized Representative Signature

SCHEDULE OF POLICY CHANGES

It is understood and agreed that:

The following forms are added:

NXT-0084 BM GL 0218 - Designated Additional Insured - Primary Insurance

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED – PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person or Organization:

City of Porterville
291 N Main St
Porterville, CA 93257

- I. **SECTION II - WHO IS AN INSURED** is amended to include the person or organization shown in the **SCHEDULE**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you. However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- II. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
- III. Coverage provided to the additional insured shown in the **SCHEDULE** is afforded on i) a primary basis, ii) a noncontributory basis, or iii) a primary and noncontributory basis in accordance with the applicable written contract between you and the additional insured.

All other terms and conditions of the policy remain unchanged.



City of Porterville Parks & Leisure Services

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

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

Reservation Adjustment Receipt 90122608

06/27/2025 09:30 AM

Account Information

Porterville Kiwanis
Bertha Yarbrough
552 E Date Ave
P.O. Box 1704
Porterville, CA 93257
155-935-9787

Received By

Tonya Childree at Centennial Plaza

Item

Amount Paid

Veterans Park Pavilion 1 Sep 13, 2025 10:00 AM-10:00 PM - Resident Rental Fee: \$60/Block	(\$60.00)
Refund of Bounce House Permit Fee	(\$27.00)
Veterans Park Pavilion 1 Sep 20, 2025 10:00 AM-10:00 PM - Resident Rental Fee: \$60/Block	\$60.00
Bounce House Permit Fee	\$27.00
Total Payment	\$0.00

Prompt(s)

Are you having a bounce house at your party? If so, a bounce house permit must be purchased. By checking this box the permit fee will automatically be added to your cart. Outlets may NOT be used for bounce houses.. A list of authorized bounce house companies is available for you to print or you may pick up a list at the Parks & Leisure Office during normal business hours. Yes

Please indicate an estimated number of people you are expecting to attend this function.
500

Select type of event Community Event (Requires City Council Approval)

1ST ANNUAL

PORTERVILLE MARIACHI FEST MARKET

Mariachi Music, Ballet Folklorico dancers, food booth
& trucks, Free Kid Zone Area, Games and More!

SATURDAY **20** 11AM-3PM
SEPTEMBER

Veterans Memorial Park

VENDORS TEXT: (559)544-9515

TALENT ENTRY INQUIRIES &

SPONSORS : (559)544-9516

Sponsors



Anthem 
Independent licensee of the
Blue Cross Association





CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Approval of Community Civic Event - Porterville Chamber of Commerce - ReDOiTT Block Party - September 27, 2025

SOURCE: Finance

COMMENT: The Porterville Chamber of Commerce is requesting approval to hold the ReDOiTT Block Party on Saturday, September 27, 2025, at downtown Main Street, from 5:00 PM to 8:00 PM. The event will feature food and vendor booths, live music, and a pet parade. As part of this request, the sponsor is requesting the closure of North Main Street—from East Putnam Avenue to just north of Garden Avenue—as shown on the attached map. The street closure is requested from 3:00 PM to 10:00 PM to allow for event setup and cleanup. An outside amplifier permit has been approved from 5:00 PM to 8:00 PM.

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

RECOMMENDATION: That the City Council approve the Community Civic Event application submitted by the Porterville Chamber of Commerce to hold the "ReDOiTT Block Party" event on September 27, 2025, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C, and Outside Amplifier Permit.

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Richard Tree, Interim City Manager

CITY OF PORTERVILLE

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

(Incomplete applications can delay permit process)



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

Event Flyer: Yes _____ No ☒ If yes, please attach copy

E-mail address: kristy@portervillechamber.org

Website: portervillechamber.org/reDOITT-committee

Application date: 7/8/25

Event date: 9/27/25

Event time: 5pm to 8pm

Name of Event: ReDOITT Block Party

Sponsoring organization: Porterville Chamber of Commerce Phone # 559-784-7502

Address: 93 N. Main St. Suite A, Porterville, CA

Authorized representative: Kristy Martin Phone # 559-310-6210

Address: 93 N. Main St. Suite A, Porterville, CA

Event chairperson: Raffaella Woods Phone # 559-310-0134

Location of event Downtown Main St. - Putnam to north of Garden

Location map must be attached

Description of event: Block Party, Food & Craft Vendors, Music, Business Specials, Pet Parade

Purpose of event: Community Event

Non-profit organization status: 501c6

(IRS Determination)

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

Barricades (quantity): 10-15 Street sweeping Yes _____ No ☒

Police protection Yes _____ No ☒ Refuse pickup Yes _____ No ☒

Other: _____

Parks facility application required: Yes _____ No ☒ Attached _____

Assembly permit required: Yes _____ No ☒ Attached _____

The application will be forwarded for staff review to gather comments and identify any special requirements or conditions for this event.

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

KM Authorized Representative Initial

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

KM Authorized Representative Initials

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

KM Authorized Representative Initials

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

KM Authorized Representative Initials

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

KM Authorized Representative Initials

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

Porterville Chamber of Commerce

(Name of Organization)



(Signature)

07/08/2025

(Date)

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

Sponsoring organization: Porterville Chamber of Commerce

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED: Street closures 3pm to 10pm

<u>Street Name</u>	<u>From which Street</u>	<u>To which Street</u>	<u>Activity</u>
Main St.	Putnam	North of Garden	Block Party

Activity

Activity

Requirements for Community Civic Event
Porterville Chamber of Commerce
ReDOiTT Block Party
September 27, 2025

City Engineer:

D. Cervantez

Community Development Director:

C. Calderon

Public Works Director:

M. Knight

Fire Marshal:

C. Dignam

Please see Exhibit C

Parks and Leisure Service Director:

D. Moore

No comments.

Police Lieutenant:

M. Azevedo

Please see Exhibit B

Administrative Service Director:

Y. Andrade

The certificate of insurance and endorsement forms provided are sufficient for the proposed event.

Field Services Superintendent-Refuse:

B. Spry

No comments.

Field Services Superintendent-Streets:

J. Baeza

Street Department staff will set up and take down the closures.

Requirements for Community Civic Event

Sponsor: Porterville Chamber of Commerce
Event: ReDOiTT Block Party
Event Chairman: Raffaella Woods
Location: Main St. – Putnam to North of Garden
Date of Event: September 27, 2025 (5:00 PM – 8:00 PM)

RISK MANAGEMENT: Conditions of Approval

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

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

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Porterville Chamber ReDOiTT Block Party
September 27, 2025 —5:00 pm-8:00 pm

Proposed Conditions/Requirements—Downtown Main Street

- City Council approval is required for all street closures. If the street closure is granted, it is recommended the closure be allowed one hour before the event and one hour after the event to allow for set up and take down.
- On all streets approved for closure, ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- If event organizers anticipate the need for removal of parked vehicles from public roadways related to the event, the affected public roadways must be posted with appropriate signage no less than 24 hours in advance of the event. Said signs and associated posting must meet minimum requirements as established by the California Vehicle Code. (Recommend event organizers contact Sgt. Maria Aguillon of the Porterville Police Department/Traffic Unit in order to ensure that signs meet the requirements as established by law or request additional assistance).
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved and granted; however, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At the time of the event, the area near the intersection of Main Street and Garden Avenue may have roadway construction in progress. To ensure safety and smooth flow of traffic, event organizers shall contact Traffic Sergeant Maria Aguillon no less than one week prior to the event to ensure this area will be properly closed. Sergeant Aguillon can be reached at (559) 782-7400.
- At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Mark Azevedo, Lieutenant
Police Department

Exhibit B

**CITY OF PORTERVILLE/FIRE DEPARTMENT
COMMUNITY CIVIC EVENT APPLICATION**

ReDOiTT BLOCK PARTY

SEPTEMBER 27, 2025

DOWNTOWN MAIN ST – PUTNAM TO NORTH OF GARDEN

Proposed Conditions/Requirements for Event:

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

Clayton Dignam

Fire Marshal



OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

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

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

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

Exceptions:

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

Definitions

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

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

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

Cooking Equipment

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



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Wood, Charcoal (Solid Fuels) Cooking

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

Deep Fat Frying, Flambé, and Wok

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

Vendor Booth Construction and Location

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

Electrical Power

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

Fire Extinguishers

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

Miscellaneous

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

Fire Safety Tips

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

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



Cooking Booth Vendor Agreement

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

Cooking Booth Construction and Location

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

Cooking Equipment

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

Miscellaneous

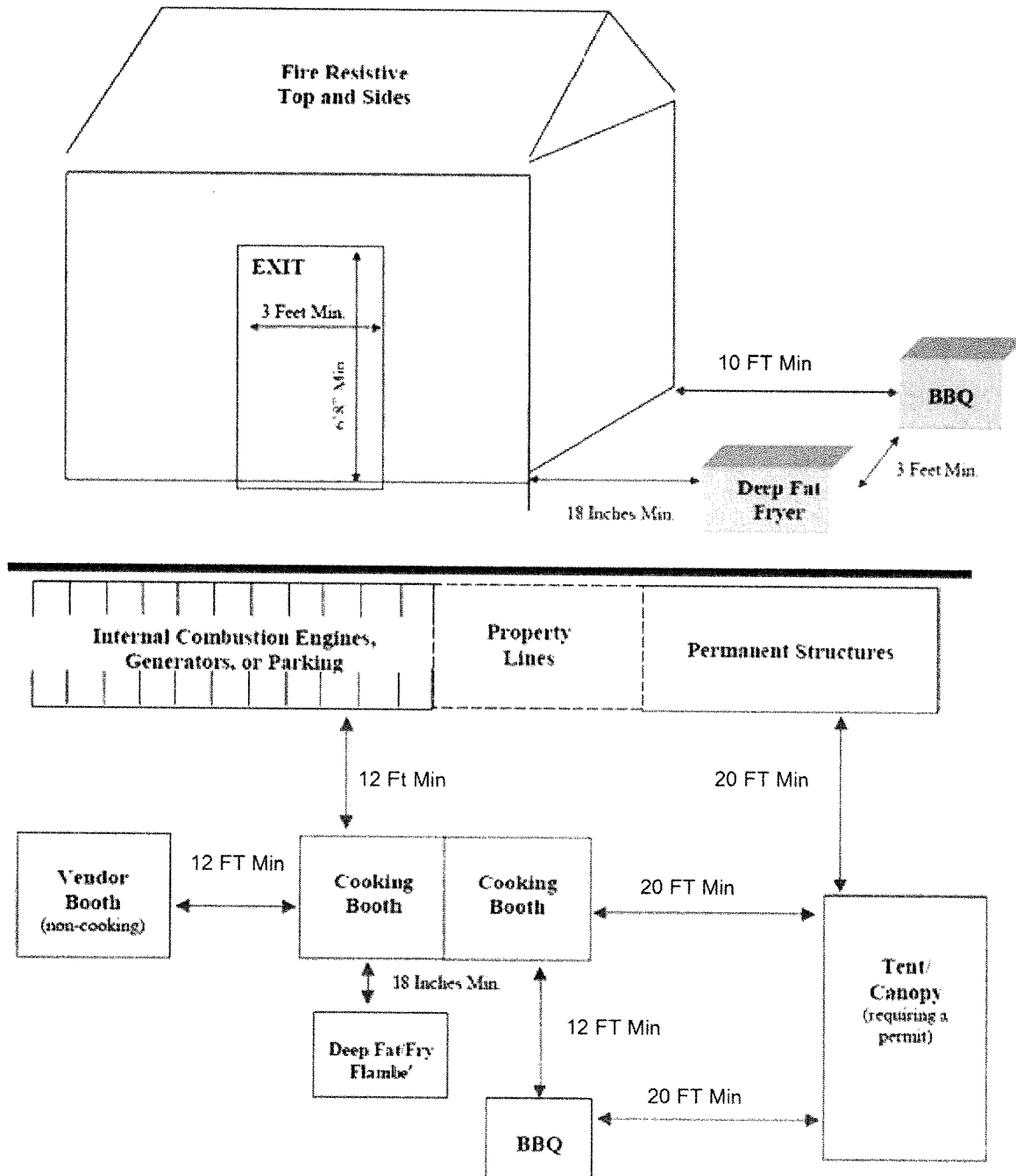
1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall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

Additional Requirements:

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

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

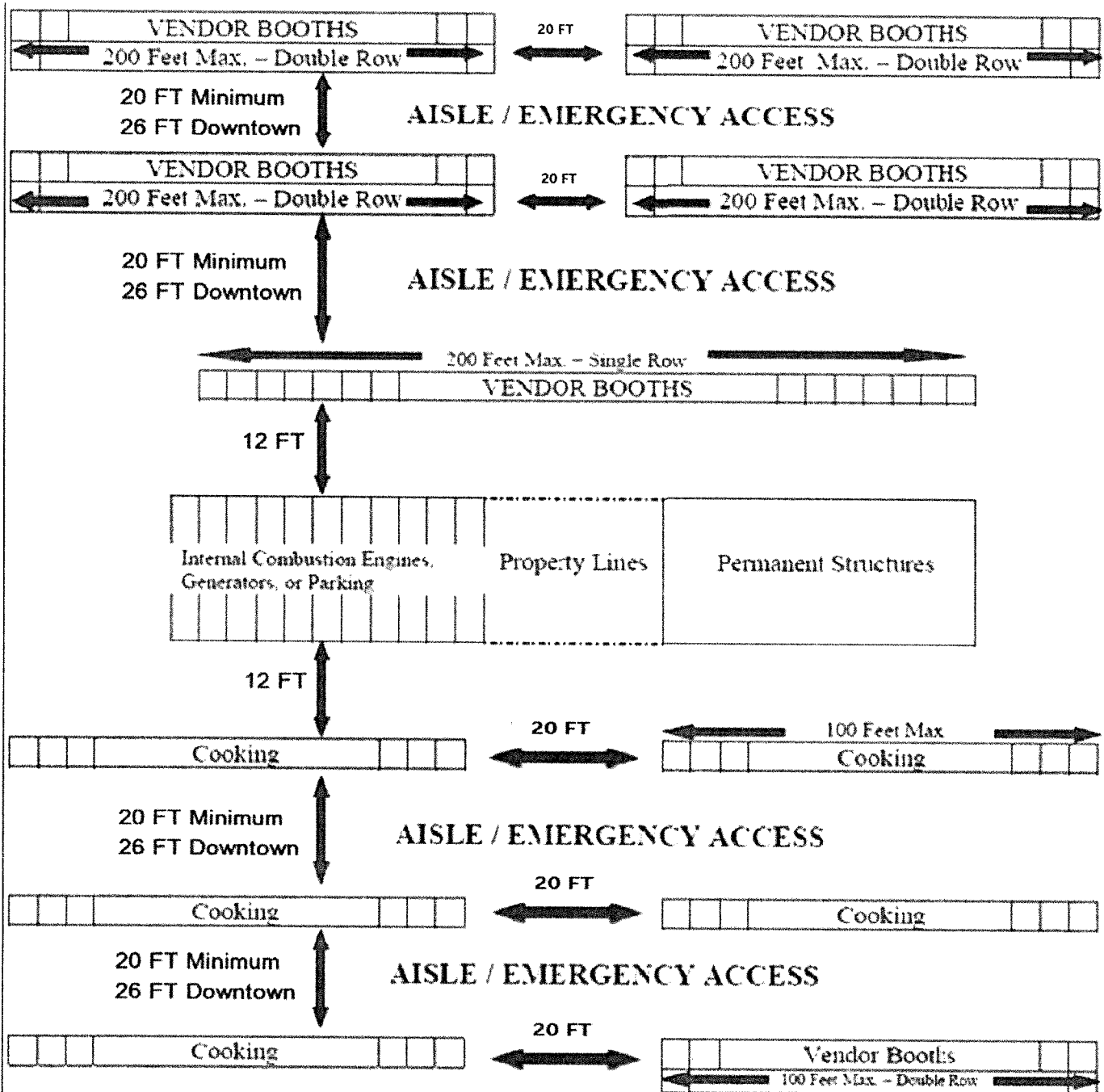
Signature _____ Date _____





PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION



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

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

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

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



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

- 1 Name and home address of the applicant: Porterville Chamber - 93 N. Main St. Suite A, Porterville, CA
- 2 Address where amplification equipment is to be used: Downtown Main St. - Putnam to North of Garden
- 3 Names and addresses of all persons who will use or operate the amplification equipment: DJ To Be Determined
- 4 Type of event for which amplification equipment will be used: ReDOITT Block Party - Community Event
- 5 Dates and hours of operation of amplification equipment: 9/27/25, 5pm to 8pm
- 6 A general description of the sound amplifying equipment to be used: DJ equipment & speakers

Section 18-9

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

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

Section 18-14

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

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

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

[Signature]
Signature of Applicant

07/08/2025
Date

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

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

07/22/25
Date





PORTCHA-01

JMADRIGAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0D44424

INSURICA
PO Box 1960
Porterville, CA 93258

CONTACT NAME: Jacqueline Madrigal

PHONE (A/C, No, Ext): (559) 560-3215

FAX (A/C, No): (559) 781-3229

E-MAIL ADDRESS: Jacqueline.Madrigal@INSURICA.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: United States Liability Insurance Company 25895

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Porterville Chamber of Commerce
93 N. Main Street Suite A
Porterville, CA 93257-3711

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	X		NBP1561899D	7/17/2025	7/17/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						
	☐ AUTOMOBILE LIABILITY						
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB			CUP1581349	5/29/2025	5/29/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	☐ CLAIMS-MADE ☐ RETENTION \$						
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Event reference' ReDOITT Block Party - September 27,2025. City of Porterville is an additional insured per form #BP 04 48 (01 06) with respect to the general liability policy if required or agreed to in a written contract subject to all the provisions and limitations of the policy.

CERTIFICATE HOLDER

CANCELLATION

City of Porterville
and the Successor Agency to the Porterville
Redevelopment Agency
291 N Main Street
Porterville, CA 93257

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

Effective Date: 07/17/2025

CITY OF PORTERVILLE AND THE SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT
AGENCY

291 N MAIN STREET
PORTERVILLE, CA 93257

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

The following is added to Paragraph C. Who is An
Insured in Section II - Liability:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Authorizing FY 2025–26 State of Good Repair (SGR) Project

SOURCE: City Manager's Office

COMMENT: The Road Repair and Accountability Act of 2017, enacted as Senate Bill 1 (SB 1), provides ongoing transportation funding to support the repair of highways, bridges, and local roads, along with improvements to public transit. A portion of this funding, approximately \$105 million annually, is distributed through the State of Good Repair (SGR) Program and is administered by the California Department of Transportation, Division of Rail and Mass Transportation (Caltrans).

For Fiscal Year 2025–26, the City of Porterville is eligible to receive \$121,481.34 through the SGR Program. These funds are generated from the Transportation Improvement Fee collected with vehicle registrations and are designated for transit maintenance, rehabilitation, and capital projects.

Staff recommends submitting an application to Caltrans to utilize the full FY 2025–26 allocation to support ongoing rehabilitation efforts at the Porterville Transit Center. This year's funding will specifically be used for improvements including the replacement of the existing clock with a digital message board, lobby upgrades, and kiosk renovations.

To receive these funds, the City must adopt a resolution authorizing a designated agent to act on behalf of the City and submit the required documentation to Caltrans. The draft resolution, the Authorized Agent Form, and the SGR Certifications and Assurances are attached for Council consideration and approval.

RECOMMENDATION: That the City Council:

1. Adopt the attached resolution authorizing the Director of Transportation to execute, for and on behalf of the City, any actions necessary to obtain SB1 State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation, for transit infrastructure repair and service improvements,

continually until the end of the State of Good Repair program;
and
2. Authorize the Mayor to execute the attached Authorized Agent Form and approve the attached SGR Certifications and Assurances required under the program.

ATTACHMENTS:

1. Draft Resolution
2. Authorized Agent Form
3. SGR Certifications and Assurances

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager

RESOLUTION NO. ____-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING THE
DIRECTOR OF TRANSPORTATION TO EXECUTE ANY ACTIONS NECESSARY FOR THE PURPOSE
OF OBTAINING STATE TRANSIT ASSISTANCE STATE OF GOOD REPAIR AND IMPROVEMENTS,
AND AUTHORIZING THE MAYOR TO EXECUTE THE REQUIRED AGENCY AUTHORIZATION FORM
APPROVING THE PROJECT LIST FOR FY 2025-26
FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM**

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act 2017, establishing the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair; and

WHEREAS, the City of Porterville is an eligible project sponsor and may receive and distribute State Transit Assistance – State of Good Repair funds to eligible project sponsors (local agencies) for eligible transit capital projects;

WHEREAS, the City of Porterville distributes SGR funds to eligible project sponsors (local agencies) under its regional jurisdiction; and

WHEREAS, the City of Porterville concurs with and approves the attached project list for the State of Good Repair Program funds; and

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

1. That the SB1 State of Good Repair Project List for FY 2025-2026 is hereby approved.
2. That the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit capital projects.
3. That Transportation Director is hereby authorized to submit a request for Scheduled Allocation of the SB1 State of Good Repair funds and to execute the related grant applications, forms and agreements.

PASSED, APPROVED and ADOPTED this 5th day of August, 2025.

Greg Meister, Mayor

ATTEST:

Richard Tree, Interim City Clerk

BY: _____

Fernando Gabriel-Moraga,
Chief Deputy City Clerk

Division of Rail and Mass Transportation**State Transit Assistance State of Good Repair Program****Authorized Agent Form**

Authorized Agent

The following individual(s) are hereby authorized to execute for and on behalf of the named Regional Entity/Transit Operator, and to take any actions necessary for the purpose of obtaining State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. This form is valid at the beginning of Fiscal Year 2017-2018 until the end of the State of Good Repair Program. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself.

Richard I Tree, Interim City Manager *OR*
(Name and Title of Authorized Agent)

Albert Barragan, Transportation Manager *OR*
(Name and Title of Authorized Agent)

(Name and Title of Authorized Agent)

AS THE Mayor
(Chief Executive Officer / Director / President / Secretary)

OF THE City of Porterville
(Name of County/City Organization)

<u>Greg Meister</u>	<u>Mayor</u>
<i>(Print Name)</i>	<i>(Title)</i>

(Signature)

Approved this 5th *day of* August, 20 25

State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient: City of Porterville

Effective Date: July 1, 2025

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

- (1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.
- (2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project.
- (3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

- (1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.
- (2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.
- (3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

- (4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.
- (5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.
- (6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.
- (7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.
- (8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.
- (9) Funds will be expended in a timely manner.

C. Reporting

- (1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:
 - a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.
 - b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

- (1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall

comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- (3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

- (1) The recipient agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a

project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

- (3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

- (1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.
- (2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.
- (3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

City of Porterville

BY:

Richard I. Tree
Interim City Manager

ATTACHMENT I

(INSERT Agency Board Resolution approving this document)



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Quarterly Investment Portfolio

SOURCE: Finance

COMMENT: This report reflects the investment portfolio of the City as of June 30, 2025, and is in compliance with California Government Code Section 27000, etc., Section 53600, etc. and the City of Porterville's Statement of Investment Policy. Investments are selected based on the statutory objectives of safety, liquidity and yield.

Items identified in the summary include portfolio composition, weighted average rate of earnings, weighted average days to maturity, and the percentage of liquid holdings.

RECOMMENDATION: That the City Council accept the quarterly investment portfolio summary report.

ATTACHMENTS: 1. Investment Portfolio Summary - June 30, 2025

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Richard Tree, Interim City Manager

CITY OF PORTERVILLE
PORTFOLIO SUMMARY AS OF JUNE 30, 2025

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1006	LOCAL AGENCY INVESTMENT FUND	\$ 9,736,354	\$ 9,748,021	4.400%	DAILY	DAILY	1
1104	CSJVRMA INVESTMENT FUND	7,698,706	7,896,438	3.150%	DAILY	DAILY	30
866	TULARE COUNTY INVESTMENT POOL	10,538,916	10,538,916	3.850%	DAILY	DAILY	30
CA-01-0026	CALIFORNIA CLASS	7,062,030	7,062,030	4.383%	DAILY	DAILY	1
	CORNERSTONE MAIN PARTNERS, L.P.	2,778,511	2,778,511	2.400%	12/12/2018	11/30/2038	4,901
3134GXF66	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	999,570	4.000%	8/1/2022	8/1/2025	32
3135GACV1	FEDERAL NATIONAL MORTGAGE ASSO	1,000,000	999,010	4.000%	8/30/2022	8/28/2025	59
3130AQJJ3	FEDERAL HOME LOAN BANKS	1,000,000	987,370	1.250%	1/26/2022	1/26/2026	210
3130AKXB7	FEDERAL HOME LOAN BANKS	2,000,000	1,955,440	0.580%	3/18/2021	2/11/2026	226
3130ALGJ7	FEDERAL HOME LOAN BANKS	975,000	952,673	1.000%	3/23/2021	3/23/2026	266
3133EMUK6	FEDERAL FARM CREDIT BANKS	1,000,000	977,680	1.050%	3/25/2021	3/25/2026	268
3130ALS62	FEDERAL HOME LOAN BANKS, STEPUP	1,000,000	982,400	1.500%	3/30/2021	3/30/2026	273
3130AM3R1	FEDERAL HOME LOAN BANKS	1,000,000	974,370	1.000%	4/29/2021	4/29/2026	303
3134GXFX6	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	994,630	3.500%	6/28/2022	6/26/2026	361
3130ASD71	FEDERAL HOME LOAN BANKS	1,000,000	991,970	3.200%	6/29/2022	6/29/2026	364
3130ANM64	FEDERAL HOME LOAN BANKS	1,000,000	965,680	1.000%	8/26/2021	8/26/2026	422
3130ANUN8	FEDERAL HOME LOAN BANKS	2,000,000	1,928,540	1.040%	9/21/2021	9/21/2026	448
3130ANUX6	FEDERAL HOME LOAN BANKS	1,000,000	964,520	1.100%	9/28/2021	9/28/2026	455
3130APCH6	FEDERAL HOME LOAN BANKS	1,000,000	965,300	1.125%	9/29/2021	9/29/2026	456
3130APDK8	FEDERAL HOME LOAN BANKS	1,000,000	964,870	1.100%	9/30/2021	9/30/2026	457
3130B2VY8	FEDERAL HOME LOAN BANKS	1,000,000	997,070	4.270%	9/25/2024	10/1/2026	458
3130APCX1	FEDERAL HOME LOAN BANKS	1,000,000	964,580	1.250%	10/26/2021	10/26/2026	483
3130APDQ5	FEDERAL HOME LOAN BANKS	1,000,000	964,470	1.250%	10/28/2021	10/28/2026	485
3130APG82	FEDERAL HOME LOAN BANKS	1,000,000	977,430	0.850%	11/2/2021	10/28/2026	485
3130APTJ4	FEDERAL HOME LOAN BANKS	1,000,000	962,670	1.250%	11/24/2021	11/24/2026	512
3130APU37	FEDERAL HOME LOAN BANKS	1,000,000	963,350	1.300%	11/24/2021	11/24/2026	512
3130AQ7F4	FEDERAL HOME LOAN BANKS	1,500,000	1,448,265	1.600%	12/30/2021	12/30/2026	548
3130AQ5Q2	FEDERAL HOME LOAN BANKS	2,000,000	1,928,140	1.500%	12/30/2021	12/30/2026	548
3130B4NC1	FEDERAL HOME LOAN BANKS	1,010,000	1,008,808	4.650%	1/30/2025	1/22/2027	571
3133ENNG1	FEDERAL FARM CREDIT BANKS	2,000,000	1,937,180	1.860%	2/8/2022	2/8/2027	588
3130AQRH8	FEDERAL HOME LOAN BANKS	1,000,000	968,800	2.000%	2/25/2022	2/25/2027	605
3130ARA76	FEDERAL HOME LOAN BANKS	2,000,000	1,943,400	2.250%	3/30/2022	3/30/2027	638
3130ARU74	FEDERAL HOME LOAN BANKS	1,000,000	988,330	3.375%	5/17/2022	5/17/2027	686
3130ARUX7	FEDERAL HOME LOAN BANKS	1,000,000	991,940	3.750%	5/19/2022	5/19/2027	688
3130ASD63	FEDERAL HOME LOAN BANKS	1,000,000	989,650	3.250%	6/28/2022	6/28/2027	728
3130ASFQ7	FEDERAL HOME LOAN BANKS	1,000,000	994,270	4.000%	6/29/2022	6/29/2027	729
3130ASPE3	FEDERAL HOME LOAN BANKS	1,000,000	998,660	4.300%	7/28/2022	7/28/2027	758
3133ENL32	FEDERAL FARM CREDIT BANKS	1,000,000	998,240	4.230%	9/8/2022	9/8/2027	800
3133ERSM4	FEDERAL FARM CREDIT BANKS	1,000,000	999,280	4.330%	9/10/2024	9/10/2027	802
3130B2WF8	FEDERAL HOME LOAN BANKS	1,000,000	998,080	4.650%	9/27/2024	9/16/2027	808
3133ETAS6	FEDERAL FARM CREDIT BANKS	2,275,000	2,261,942	4.520%	3/24/2025	9/24/2027	816
3134HAPM9	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	990,870	3.600%	9/30/2024	9/30/2027	822
3133ERXY2	FEDERAL FARM CREDIT BANKS	1,000,000	997,290	4.000%	10/21/2024	10/21/2027	843
3130B3ZD8	FEDERAL HOME LOAN BANKS	1,000,000	998,120	4.750%	12/5/2024	6/9/2028	1,075
3133ER6V8	FEDERAL FARM CREDIT BANKS	1,000,000	999,760	4.580%	4/1/2025	3/13/2028	987
3134HAGR8	FEDERAL HOME LOAN MORTGAGE COF	500,000	497,810	4.000%	8/28/2024	8/28/2028	1,155
3130B6L38	FEDERAL HOME LOAN BANKS	1,000,000	999,610	4.600%	5/27/2025	5/24/2028	1,059
3130B2WE1	FEDERAL HOME LOAN BANKS	1,000,000	997,590	4.750%	9/27/2024	9/18/2028	1,176
3133ERXC0	FEDERAL FARM CREDIT BANKS	3,000,000	2,997,450	4.625%	10/10/2024	10/10/2028	1,198
3133ER4X6	FEDERAL FARM CREDIT BANKS	1,000,000	1,000,060	4.890%	4/25/2025	2/27/2029	1,338
3133ETFB8	FEDERAL FARM CREDIT BANKS	1,000,000	998,850	4.750%	5/27/2025	4/30/2029	1,400
3130B3YZ0	FEDERAL HOME LOAN BANKS	1,000,000	1,000,040	4.750%	12/5/2024	12/10/2029	1,624
3130B64Q6	FEDERAL HOME LOAN BANKS	1,000,000	999,850	5.050%	4/25/2025	5/2/2030	1,767
3130B6GP5	FEDERAL HOME LOAN BANKS	1,000,000	999,050	4.625%	5/27/2025	5/14/2030	1,779
17298CK64	CITIGROUP INC	1,000,000	994,330	1.000%	8/28/2020	8/28/2025	59
06748XQR5	BARCLAYS BANK	1,000,000	996,580	4.500%	9/12/2022	3/12/2026	255
89114TK84	TORONTO DOMINION BANK	2,000,000	1,942,100	1.050%	6/16/2021	3/16/2026	259
06368EWM0	BANK OF MONTREAL	2,000,000	1,946,080	1.220%	3/17/2021	3/17/2026	260
06048WV56	BANK OF AMERICA	1,000,000	994,940	4.000%	5/5/2022	5/5/2026	309
17290A3E8	CITIGROUP INC	1,000,000	964,940	1.250%	7/1/2021	7/1/2026	366
38150AHV0	GOLDMAN SACHS GROUP INC	1,000,000	960,440	1.400%	9/30/2021	9/30/2026	457
48135NNN2	JP MORGAN CHASE FINL CO	2,000,000	2,000,640	5.100%	7/31/2024	7/30/2027	760
06055JGS2	BOFA	1,000,000	1,000,790	4.750%	10/31/2024	11/1/2027	854
61766YMT5	MORGAN STANLEY FIN	1,000,000	996,280	5.150%	1/20/2023	1/20/2028	934
25161FUC0	DEUTSCHE BANK	1,000,000	1,000,780	5.150%	2/13/2024	2/13/2029	1,324

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
63305MER8	NATIONAL BANK	1,000,000	1,001,260	5.000%	4/9/2025	4/9/2029	1,379
91159XAM7	U S BANCORP	1,000,000	1,002,140	5.050%	11/5/2024	11/5/2029	1,589
78014RA91	ROYAL BANK OF CANADA	1,000,000	1,003,250	5.000%	4/30/2025	4/30/2030	1,765
32022RRW9	CERTIFICATE OF DEPOSIT	250,000	249,770	3.050%	7/25/2022	7/25/2025	25
06740KQZ3	CERTIFICATE OF DEPOSIT	250,000	249,788	3.300%	7/27/2022	7/28/2025	28
20825WAZ3	CERTIFICATE OF DEPOSIT	249,000	248,711	3.400%	8/15/2022	8/15/2025	46
795451CD3	CERTIFICATE OF DEPOSIT	240,000	239,611	3.350%	8/24/2022	8/25/2025	56
33847GJU7	CERTIFICATE OF DEPOSIT	243,000	243,411	5.200%	9/11/2024	9/11/2025	73
06168LAB4	CERTIFICATE OF DEPOSIT	244,000	243,824	4.150%	10/12/2022	10/14/2025	106
693963AB6	CERTIFICATE OF DEPOSIT	249,000	248,873	4.200%	10/14/2022	10/14/2025	106
178180GQ2	CERTIFICATE OF DEPOSIT	244,000	244,434	4.850%	11/9/2022	11/10/2025	133
05580AM92	CERTIFICATE OF DEPOSIT	248,000	245,312	2.750%	4/22/2022	4/22/2026	296
60425SKA6	CERTIFICATE OF DEPOSIT	249,000	249,640	4.400%	4/24/2023	4/24/2026	298
86158RBA6	CERTIFICATE OF DEPOSIT	249,000	250,633	4.700%	6/30/2023	6/30/2026	365
02007GWJ8	CERTIFICATE OF DEPOSIT	246,000	243,761	3.150%	7/21/2022	7/21/2026	386
682325DH5	CERTIFICATE OF DEPOSIT	250,000	252,422	4.800%	4/6/2023	10/6/2026	463
65504UAF4	CERTIFICATE OF DEPOSIT	248,000	248,072	4.500%	10/25/2024	11/9/2026	497
87165FE42	CERTIFICATE OF DEPOSIT	249,000	239,374	1.100%	11/12/2021	11/12/2026	500
07181JAU8	CERTIFICATE OF DEPOSIT	249,000	252,391	5.000%	11/22/2022	11/23/2026	511
14042TEH6	CERTIFICATE OF DEPOSIT	249,000	239,423	1.250%	12/8/2021	12/8/2026	526
89235MMH1	CERTIFICATE OF DEPOSIT	249,000	239,409	1.250%	12/9/2021	12/9/2026	527
052392CH8	CERTIFICATE OF DEPOSIT	248,000	251,343	4.950%	12/16/2022	12/16/2026	534
25844MAN8	CERTIFICATE OF DEPOSIT	247,000	248,465	4.400%	1/18/2023	1/19/2027	568
856285F63	CERTIFICATE OF DEPOSIT	246,000	237,798	1.800%	1/31/2022	2/1/2027	581
70962LBE1	CERTIFICATE OF DEPOSIT	249,000	239,991	1.700%	2/18/2022	2/18/2027	598
011852AD2	CERTIFICATE OF DEPOSIT	248,000	250,877	4.700%	3/8/2027	3/8/2027	616
02589ABQ4	CERTIFICATE OF DEPOSIT	245,000	237,020	2.000%	3/9/2022	3/9/2027	617
39573LDA3	CERTIFICATE OF DEPOSIT	245,000	237,388	2.100%	3/15/2022	3/15/2027	623
58404DNW7	CERTIFICATE OF DEPOSIT	248,000	242,842	2.800%	4/29/2022	4/29/2027	668
254673D94	CERTIFICATE OF DEPOSIT	246,000	242,472	3.200%	5/18/2022	5/19/2027	688
07371CGY0	CERTIFICATE OF DEPOSIT	246,000	241,523	3.000%	6/15/2022	6/9/2027	709
38150VCG2	CERTIFICATE OF DEPOSIT	246,000	241,454	3.000%	6/15/2022	6/15/2027	715
50625LBN2	CERTIFICATE OF DEPOSIT	249,000	245,616	3.250%	6/15/2022	6/15/2027	715
472312AA5	CERTIFICATE OF DEPOSIT	249,000	252,484	4.700%	6/29/2023	6/29/2027	729
88413QDN5	CERTIFICATE OF DEPOSIT	245,000	241,614	3.300%	8/19/2022	8/19/2027	780
89789AAG2	CERTIFICATE OF DEPOSIT	248,000	251,767	4.700%	3/10/2023	9/10/2027	802
32022RSY4	CERTIFICATE OF DEPOSIT	249,000	245,975	3.400%	9/14/2022	9/14/2027	806
52470QBV5	CERTIFICATE OF DEPOSIT	249,000	246,468	3.500%	9/23/2022	9/23/2027	815
530520AB1	CERTIFICATE OF DEPOSIT	249,000	251,502	4.400%	1/17/2023	1/17/2028	931
30191MAJ6	CERTIFICATE OF DEPOSIT	249,000	250,987	4.300%	3/27/2024	3/27/2028	1,001
61776NPG2	CERTIFICATE OF DEPOSIT	250,000	250,940	4.150%	3/26/2025	3/27/2028	1,001
32082BGK9	CERTIFICATE OF DEPOSIT	250,000	250,023	4.000%	4/9/2025	4/10/2028	1,015
61690U4M9	CERTIFICATE OF DEPOSIT	250,000	252,568	4.400%	4/20/2023	4/20/2028	1,025
00224TAP1	CERTIFICATE OF DEPOSIT	249,000	252,690	4.550%	4/28/2023	4/28/2028	1,033
67054NBJ1	CERTIFICATE OF DEPOSIT	249,000	253,833	4.700%	5/30/2023	5/30/2028	1,065
29669XAT5	CERTIFICATE OF DEPOSIT	248,000	255,400	5.000%	9/20/2023	9/20/2028	1,178
00782JAC6	CERTIFICATE OF DEPOSIT	248,000	255,435	5.000%	9/27/2023	9/27/2028	1,185
23204HQQ1	CERTIFICATE OF DEPOSIT	250,000	251,785	4.250%	2/26/2025	2/26/2029	1,337
1204	CERTIFICATE OF DEPOSIT	249,000	249,000	4.000%	4/24/2025	4/24/2030	1,759
1282	CERTIFICATE OF DEPOSIT	250,000	250,000	4.040%	6/21/2025	6/21/2030	1,817
1285	CERTIFICATE OF DEPOSIT	250,000	250,000	3.900%	4/29/2023	4/29/2028	1,034
1286	CERTIFICATE OF DEPOSIT	250,000	250,000	310.000%	6/25/2025	6/25/2027	725
1309	CERTIFICATE OF DEPOSIT	249,000	249,000	1.800%	2/14/2022	2/14/2027	594
1311	CERTIFICATE OF DEPOSIT	250,000	250,000	3.200%	6/23/2022	6/23/2027	723
1317	CERTIFICATE OF DEPOSIT	249,000	249,000	4.500%	12/13/2022	12/13/2027	896
1324	CERTIFICATE OF DEPOSIT	249,000	249,000	4.250%	1/11/2024	1/11/2029	1,291
1328	CERTIFICATE OF DEPOSIT	249,000	249,000	4.365%	3/25/2024	3/25/2029	1,364
1332	CERTIFICATE OF DEPOSIT	249,000	249,000	4.160%	6/12/2024	6/12/2027	712
1334	CERTIFICATE OF DEPOSIT	250,000	250,000	5.000%	7/31/2024	7/31/2029	1,492
1336	CERTIFICATE OF DEPOSIT	249,000	249,000	3.750%	9/17/2024	9/17/2029	1,540
1339	CERTIFICATE OF DEPOSIT	275,607	275,607	3.300%	12/27/2024	12/27/2029	1,641
1340	CERTIFICATE OF DEPOSIT	249,000	249,000	3.450%	12/4/2024	12/4/2029	1,618
1341	CERTIFICATE OF DEPOSIT	249,000	249,000	3.200%	1/8/2025	1/8/2030	1,653
1343	CERTIFICATE OF DEPOSIT	249,000	249,000	3.200%	1/23/2025	1/23/2028	937
1345	CERTIFICATE OF DEPOSIT	265,081	265,081	3.150%	6/9/2022	6/9/2027	709
1346	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	6/21/2022	6/21/2027	721
1347	CERTIFICATE OF DEPOSIT	249,000	249,000	3.320%	7/21/2022	7/21/2027	751
1348	CERTIFICATE OF DEPOSIT	249,000	249,000	3.200%	7/20/2022	7/20/2027	750
1349	CERTIFICATE OF DEPOSIT	249,000	249,000	3.100%	8/30/2022	3/1/2026	244
1350	CERTIFICATE OF DEPOSIT	249,000	249,000	3.800%	10/28/2022	10/28/2025	120

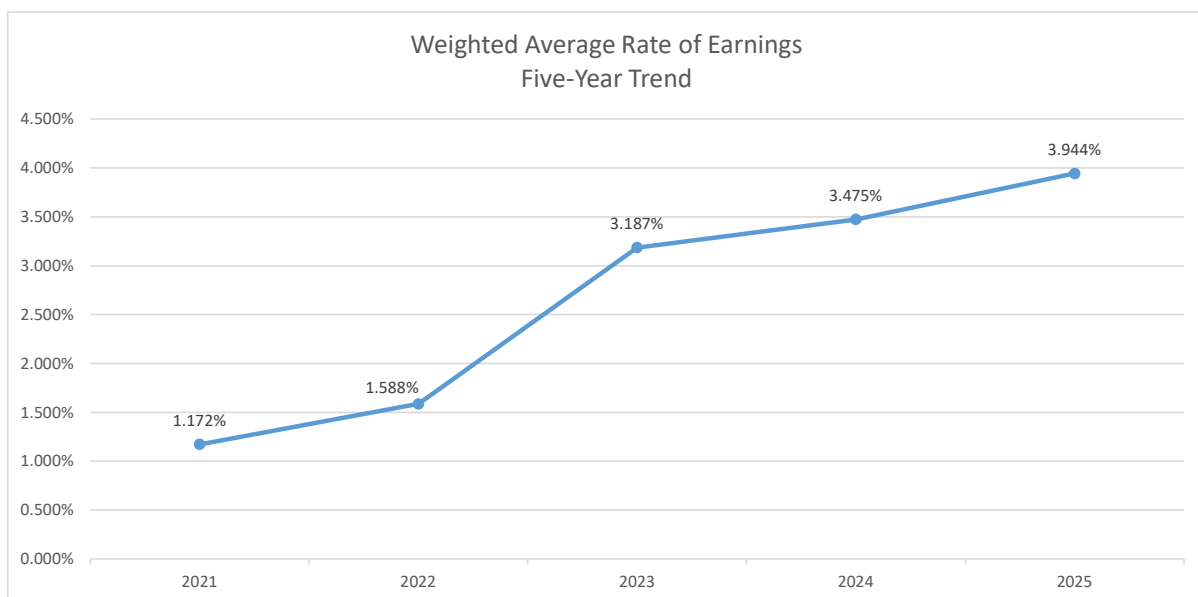
INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1351	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	11/30/2024	11/30/2026	518
1352	CERTIFICATE OF DEPOSIT	249,000	249,000	4.450%	11/28/2024	11/28/2025	151
1353	CERTIFICATE OF DEPOSIT	249,000	249,000	5.150%	12/12/2022	12/12/2027	895
1354	CERTIFICATE OF DEPOSIT	249,000	249,000	4.000%	12/22/2022	12/22/2025	175
1355	CERTIFICATE OF DEPOSIT	249,000	249,000	4.010%	2/2/2025	2/2/2026	217
1356	CERTIFICATE OF DEPOSIT	249,000	249,000	4.700%	4/3/2023	4/3/2026	277
1357	CERTIFICATE OF DEPOSIT	249,000	249,000	4.200%	4/12/2023	4/12/2028	1,017
1358	CERTIFICATE OF DEPOSIT	249,000	249,000	4.140%	4/25/2023	4/25/2027	664
1359	CERTIFICATE OF DEPOSIT	249,000	249,000	4.020%	6/24/2025	6/24/2027	724
1360	CERTIFICATE OF DEPOSIT	249,000	249,000	4.400%	6/2/2023	6/1/2028	1,067
1362	CERTIFICATE OF DEPOSIT	249,000	249,000	4.750%	2/13/2024	2/13/2029	1,324
1363	CERTIFICATE OF DEPOSIT	249,000	249,000	4.000%	3/1/2024	3/1/2028	975
1364	CERTIFICATE OF DEPOSIT	249,000	249,000	4.450%	5/8/2024	5/8/2029	1,408
1365	CERTIFICATE OF DEPOSIT	249,000	249,000	4.300%	6/14/2024	6/14/2028	1,080
1366	CERTIFICATE OF DEPOSIT	249,000	249,000	4.170%	7/9/2024	7/9/2027	739
1367	CERTIFICATE OF DEPOSIT	249,000	249,000	3.780%	9/27/2024	9/27/2029	1,550
1368	CERTIFICATE OF DEPOSIT	249,000	249,000	3.440%	1/23/2025	1/23/2030	1,668
1369	CERTIFICATE OF DEPOSIT	249,000	249,000	3.910%	4/23/2025	4/23/2030	1,758
TOTALS		\$ 133,232,205	\$ 132,310,200				

WEIGHTED AVERAGE RATE OF EARNINGS					% OF LIQUID PORTFOLIO HOLDINGS	WEIGHTED AVERAGE DAYS TO MATURITY
ONE YEAR HISTORY				CURRENT		
6/30/2024	9/30/2024	12/31/2024	3/31/2025	6/30/2025		
3.475%	3.328%	3.353%	3.347%	3.944%	26.297%	618

WEIGHTED AVERAGE RATE OF EARNINGS				
FIVE YEAR HISTORY				CURRENT
6/30/2021	6/30/2022	6/30/2023	6/30/2024	6/30/2025
1.172%	1.588%	3.187%	3.475%	3.944%

Comments:

Portfolio holdings as of June 30, 2025, are in compliance with the current Investment Policy. With 26.242% of the portfolio being held in liquid instruments, the cash needs of the City will be met. The next portfolio report will be calculated for the third calendar quarter ending September 30, 2025, and will be presented during the November 4, 2025 Council meeting.





CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Financial Status Reports

SOURCE: Finance

COMMENT: The City Charter requires financial reports to be provided to the City Council on a monthly basis. Council Minute Order No. 10-011607 approved the recommended change in the submittal of the interim financial status reports and established the requirements and parameters in the presentation of the reports. In accordance with Council Minute Order No. 10-011607, the financial status reports for the quarter ending June 30, 2025, are submitted.

RECOMMENDATION: That the City Council accept the Financial Status Reports as presented.

ATTACHMENTS:

1. Quarterly Financial Status Reports - June 30, 2025
2. Five-Year Trends

Appropriated/Funded:

Review By:

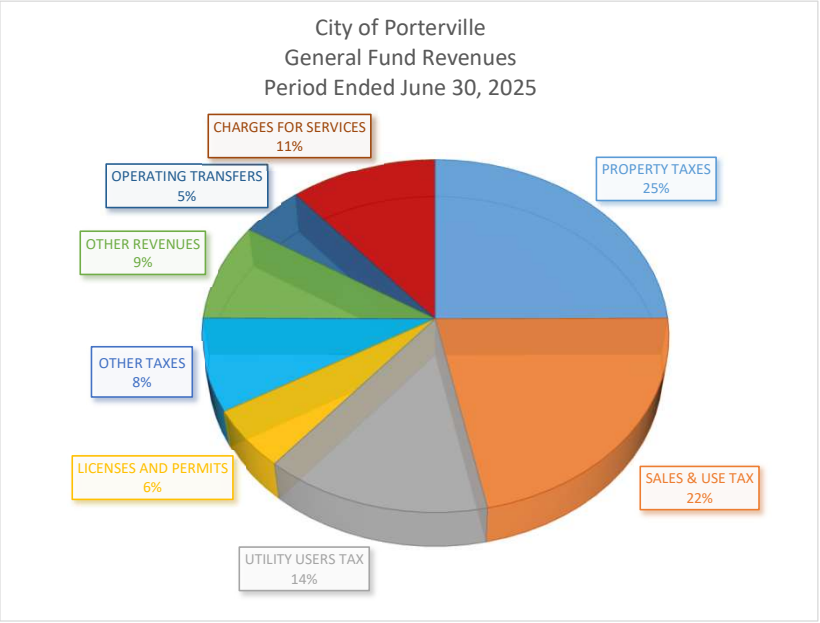
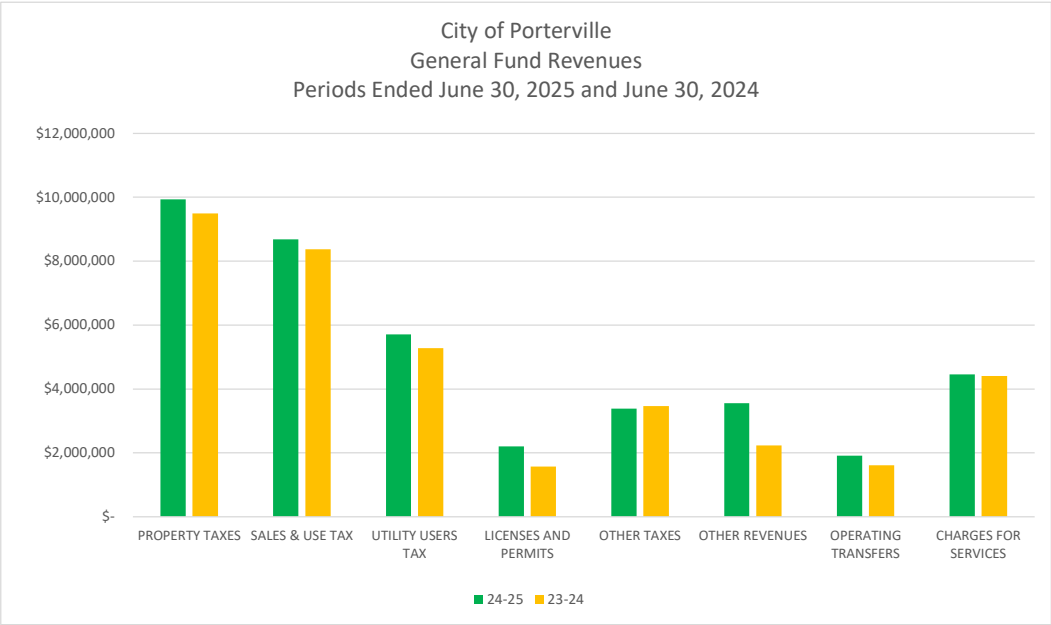
Department Director:
Janie Rodriguez, Finance Director

Final Approver: Richard Tree, Interim City Manager

CITY OF PORTERVILLE

**REVENUE STATUS REPORT - GENERAL FUND
FOR THE PERIODS ENDED
JUNE 30, 2025 AND JUNE 30, 2024
PRELIMINARY**

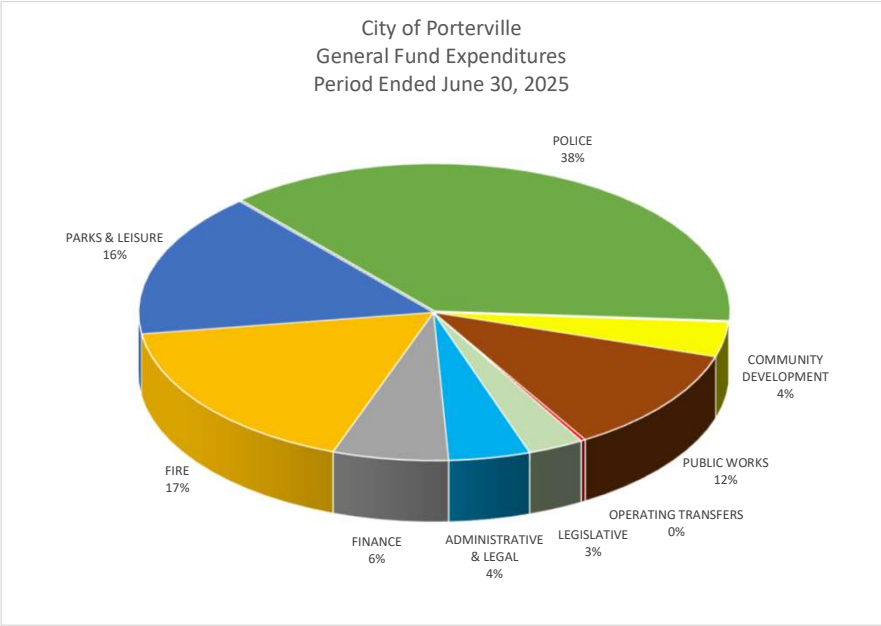
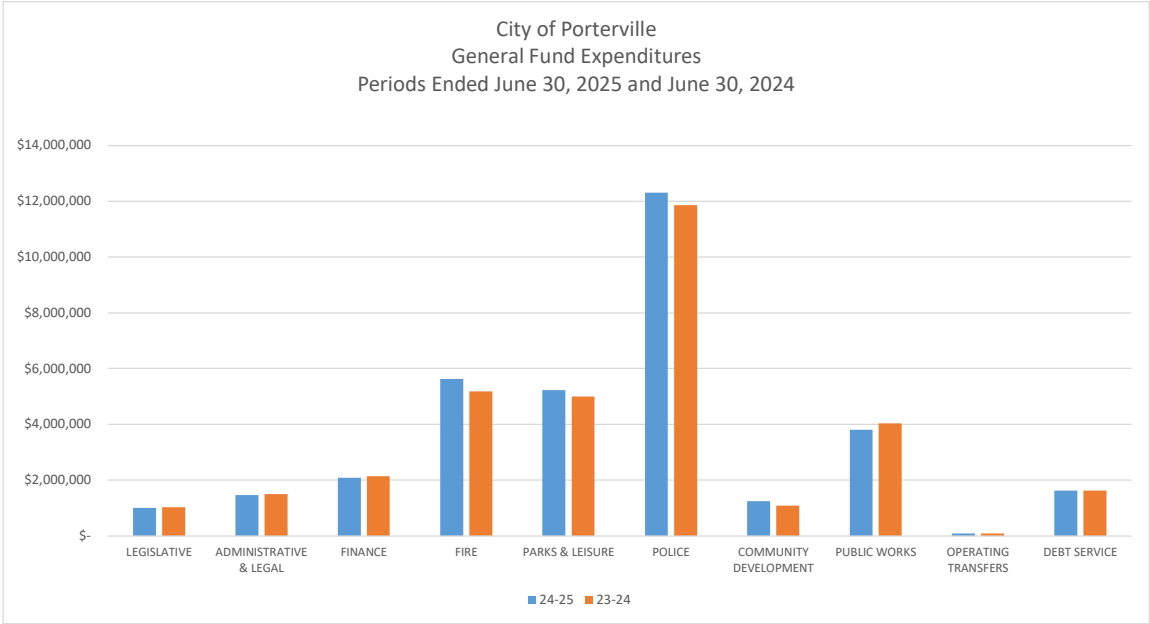
REVENUE SOURCE	2024-2025 ESTIMATED REVENUE	2024-2025 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2023-2024 ESTIMATED REVENUE	2023-2024 YEAR-TO-DATE REVENUE	% OF ESTIMATE
PROPERTY TAXES	\$ 9,395,000	\$ 9,932,449	105.72%	\$ 8,970,000	\$ 9,489,633	105.79%
OTHER TAXES:						
SALES AND USE TAX	8,301,435	8,285,393	99.81%	8,390,000	7,969,141	94.98%
UTILITY USERS TAX	5,250,000	5,702,410	108.62%	5,700,000	5,279,475	92.62%
TRANSIENT OCCUPANCY TAX	800,000	702,068	87.76%	785,000	755,093	96.19%
PROPERTY TRANSFER TAX	100,000	103,509	103.51%	100,000	104,765	104.77%
FRANCHISE TAX	1,861,134	1,785,456	95.93%	1,841,134	1,857,181	100.87%
SALES TAX - PUBLIC SAFETY	400,000	394,773	98.69%	400,000	399,117	99.78%
PAYMENT IN LIEU OF TAXES	676,084	676,084	100.00%	676,084	651,069	96.30%
LICENSES AND PERMITS:						
BUSINESS AND OTHER LICENSES	1,071,000	1,152,907	107.65%	1,055,000	963,569	91.33%
CONSTRUCTION PERMITS	665,000	1,046,257	157.33%	655,000	615,373	93.95%
REVENUE FROM AGENCIES-TAXES:						
VEHICLE LICENSE FEES	77,000	99,229	128.87%	65,000	77,388	119.06%
OTHER TAXES	21,000	20,720	98.67%	21,000	20,860	99.33%
REVENUE FROM AGENCIES-GRANTS	14,796,307	1,802,266	12.18%	13,657,483	494,128	3.62%
USE OF MONEY AND PROPERTY	850,065	1,410,285	165.90%	622,920	1,224,110	196.51%
FINES AND FORFEITURES	22,000	17,095	77.71%	24,500	18,290	74.65%
CHARGES FOR SERVICES:						
PLANNING AND ENGINEERING	122,000	163,982	134.41%	123,000	106,635	86.69%
POLICE	578,500	404,823	69.98%	505,000	630,093	124.77%
FIRE	117,000	219,557	187.66%	66,500	207,743	312.40%
LIBRARY	18,000	15,943	88.57%	12,000	18,286	152.38%
RECREATIONAL	317,900	344,912	108.50%	300,521	458,257	152.49%
INTERDEPARTMENTAL	2,800,000	3,209,415	114.62%	2,500,000	2,900,406	116.02%
OTHER	79,454	102,360	128.83%	77,454	80,130	103.46%
OTHER REVENUES	164,000	323,059	196.99%	153,000	493,840	322.77%
SUBTOTALS	\$ 48,482,879	\$ 37,914,950	78.20%	\$ 46,700,596	\$ 34,814,585	74.55%
OPERATING TRANSFERS	1,424,948	1,413,424	99.19%	1,404,053	1,420,216	101.15%
DEBT SERVICE TRANSFERS	195,500	248,655	127.19%	195,300	185,075	94.76%
TOTALS	\$ 50,103,327	\$ 39,577,029	78.99%	\$ 48,299,949	\$ 36,419,875	75.40%



CITY OF PORTERVILLE

**EXPENDITURE STATUS REPORT - GENERAL FUND
FOR THE PERIODS ENDED
JUNE 30, 2025 AND JUNE 30, 2024
PRELIMINARY**

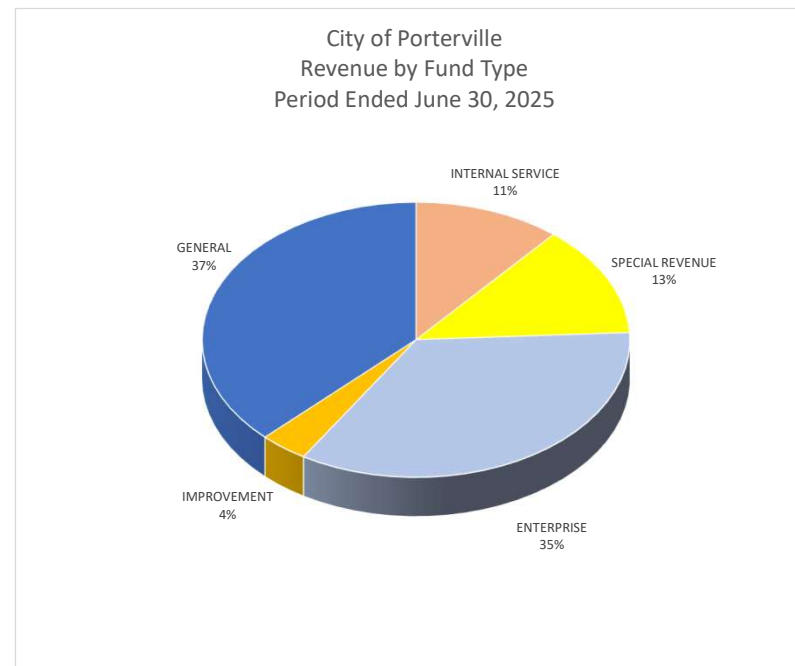
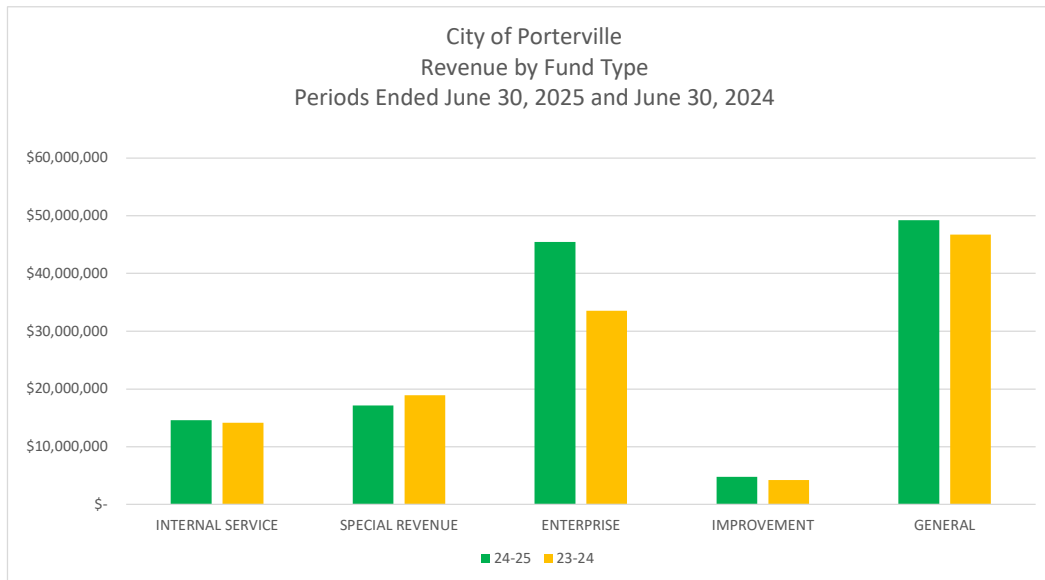
	2024-2025 AMENDED APPROP	2024-2025 YEAR-TO-DATE EXPEND	% OF APPROP	2023-2024 AMENDED APPROP	2023-2024 YEAR-TO-DATE EXPEND	% OF APPROP
LEGISLATIVE:						
CITY COUNCIL	\$ 264,700	\$ 163,315	61.7%	\$ 288,950	\$ 177,858	61.6%
COMMUNITY PROMOTION	385,202	285,209	74.0%	344,333	276,020	80.2%
EMERGENCY - LIBRARY	208,900	198,845	95.2%	633,283	267,394	42.2%
EMERGENCY - STORMS	311,000	358,024	115.1%	135,700	315,160	232.2%
ADMINISTRATIVE & LEGAL:						
CITY MANAGER	634,447	489,171	77.1%	487,770	517,631	106.1%
CITY CLERK	372,377	345,398	92.8%	328,130	347,396	105.9%
HUMAN RESOURCES	588,147	495,592	84.3%	458,284	513,027	111.9%
CITY ATTORNEY	200,000	134,815	67.4%	200,000	123,460	61.7%
FINANCE:						
FINANCE & ACCOUNTING	1,500,148	1,169,881	78.0%	1,340,386	1,255,230	93.6%
INFORMATION SERVICES	737,576	597,365	81.0%	678,928	559,078	82.3%
ADMINISTRATIVE SERVICES	378,608	314,983	83.2%	376,694	327,609	87.0%
POLICE PROTECTION	12,721,613	12,308,125	96.7%	12,166,426	11,857,149	97.5%
FIRE PROTECTION	5,826,797	5,634,918	96.7%	5,035,134	5,182,893	102.9%
COMMUNITY DEVELOPMENT:						
PLANNING & ZONING	893,020	760,399	85.1%	808,063	662,951	82.0%
ECONOMIC DEVELOPMENT	538,550	492,913	91.5%	528,208	428,544	81.1%
PUBLIC WORKS:						
ENGINEERING & BUILDING	2,089,961	1,965,157	94.0%	1,985,770	2,214,701	111.5%
STREET MAINTENANCE	681,093	622,689	91.4%	665,102	632,401	95.1%
SIGNALS, SIGNING & STRIPING	417,045	391,843	94.0%	391,661	351,082	89.6%
STREET LIGHTING	663,055	738,874	111.4%	637,951	707,692	110.9%
STORM DRAINS	-	-	-	95,474	43,060	45.1%
PARKING LOTS	88,955	86,611	97.4%	86,951	84,094	96.7%
PARKS & LEISURE:						
PARK MAINTENANCE & OPERATION	2,899,133	2,815,937	97.1%	2,789,869	2,797,776	100.3%
STREET TREES & PARKWAYS	261,903	316,795	121.0%	304,479	254,147	83.5%
COMMUNITY CENTERS	-	-	-	-	-	-
LEISURE SERVICES	447,120	383,704	85.8%	440,937	398,192	90.3%
LEISURE SERVICES - SPECIAL PROG	468,168	455,522	97.3%	449,336	566,533	126.1%
SWIMMING POOL	264,132	254,674	96.4%	258,832	259,170	100.1%
LIBRARY OPERATIONS	877,962	644,348	73.4%	873,445	682,252	78.1%
HOMELESS ENCAMPMENTS	304,664	287,649	94.4%	-	148	-
SPECIAL PROJECTS	55,570	64,630	116.3%	37,955	46,314	122.0%
 SUB TOTALS	 35,079,846	 32,777,383	 93.4%	 32,828,051	 31,848,961	 97.0%
 OPERATING TRANSFERS	 200,000	 79,000	 39.5%	 79,000	 79,000	 100.0%
DEBT SERVICE	1,629,657	1,626,007	99.8%	1,626,622	1,624,857	99.9%
	<u>\$ 36,909,503</u>	<u>\$ 34,482,390</u>	93.4%	<u>\$ 34,533,673</u>	<u>\$ 33,552,818</u>	97.2%



CITY OF PORTERVILLE

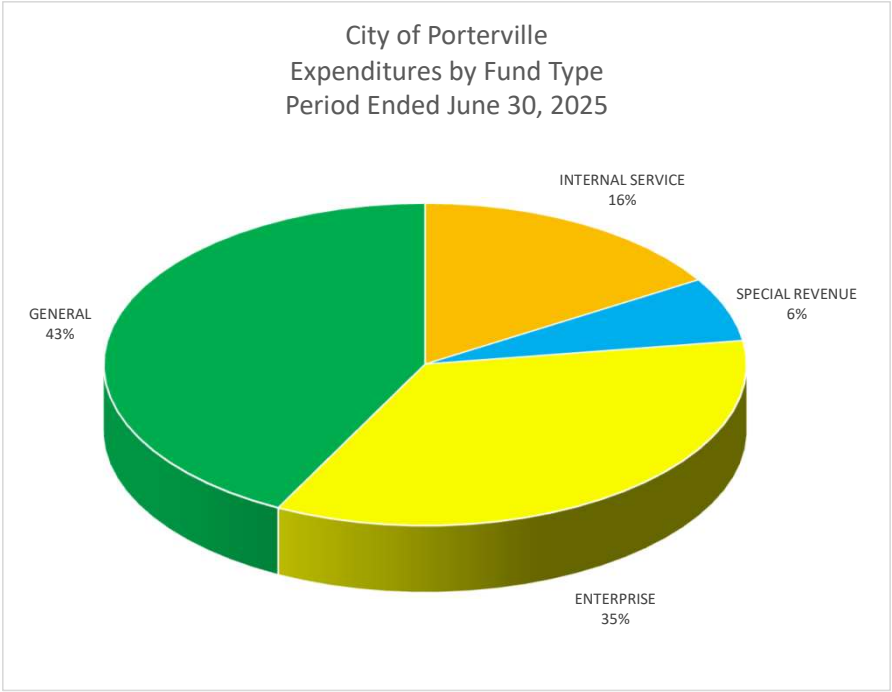
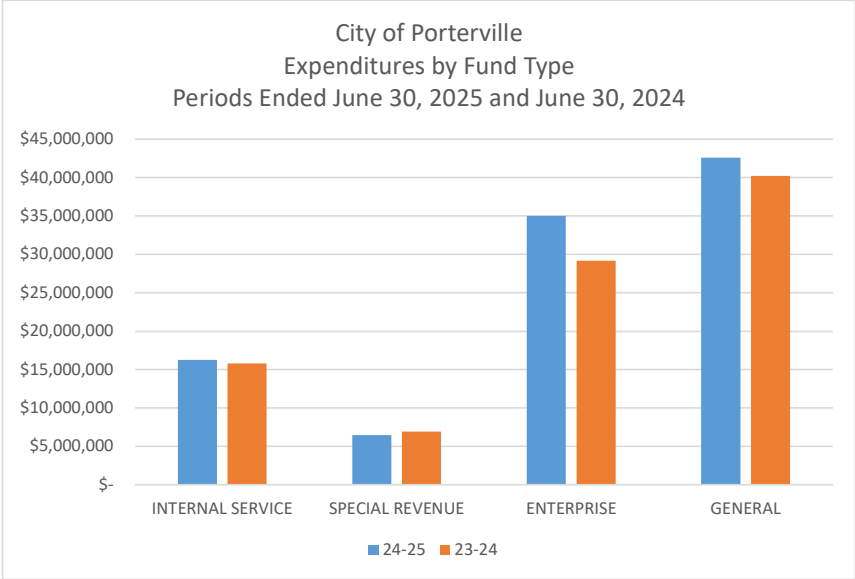
**REVENUE STATUS REPORT - ALL OTHER FUNDS
FOR THE PERIODS ENDED
JUNE 30, 2025 AND JUNE 30, 2024
PRELIMINARY**

REVENUE SOURCE	2024-2025 ESTIMATED REVENUE	2024-2025 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2023-2024 ESTIMATED REVENUE	2023-2024 YEAR-TO-DATE REVENUE	% OF ESTIMATE
MEASURE H SALES TAX	\$ 5,625,683	\$ 5,713,466	101.6%	\$ 5,485,500	\$ 5,810,855	105.9%
MEASURE I SALES TAX	11,387,913	11,357,106	99.7%	10,974,000	11,906,496	108.5%
AMERICAN RESCUE PLAN ACT	8,457,167	1,343,644	15.9%	8,308,913	3,534,215	42.5%
SPECIAL GAS TAX	5,298,534	3,993,145	75.4%	4,704,338	4,311,464	91.6%
LOCAL TRANSPORTATION FUNDS (LTF)	49,641,951	2,594,615	5.2%	27,290,500	2,313,528	8.5%
TRAFFIC SAFETY FUND	80,800	55,617	68.8%	101,000	80,170	79.4%
ZALUD ESTATE	6,600	4,602	69.7%	6,800	4,495	66.1%
COMMUNITY DEVELOPMENT BLOCK GRANT	3,559,140	1,494,352	42.0%	3,170,500	1,256,044	39.6%
TRANSIT	12,538,184	4,878,810	38.9%	-	-	-
SPECIAL SAFETY GRANTS	906,138	932,470	102.9%	906,071	722,485	79.7%
SEWER OPERATING	8,447,800	12,391,978	146.7%	7,444,900	8,982,320	120.7%
REFUSE REMOVAL	9,296,448	11,189,648	120.4%	6,991,600	9,332,728	133.5%
AIRPORT OPERATIONS	1,747,174	3,243,991	185.7%	1,708,810	2,166,550	126.8%
GOLF COURSE	295,600	241,326	81.6%	250,600	335,597	133.9%
WATER OPERATING	13,539,500	13,503,299	99.7%	13,645,000	12,736,704	93.3%
RISK MANAGEMENT	9,450,200	9,282,081	98.2%	9,159,250	9,191,118	100.3%
EQUIPMENT MAINTENANCE	4,765,000	5,315,260	111.5%	4,739,200	4,930,167	104.0%
LANDSCAPE MAINTENANCE DISTRICT	186,000	175,725	94.5%	177,000	175,670	99.2%
WATER REPLACEMENT	4,245,000	1,435,152	33.8%	4,012,000	1,461,564	36.4%
SOLID WASTE RESERVE	985,000	1,374,276	139.5%	961,168	1,085,145	112.9%
SEWER REVOLVING	584,000	592,461	101.4%	433,000	587,917	135.8%
TRANSPORTATION DEVELOPMENT	170,000	376,332	221.4%	210,000	330,882	157.6%
PARK DEVELOPMENT	50,100	116,883	233.3%	50,100	36,668	73.2%
TREATMENT PLANT RESERVE	980,000	1,397,378	142.6%	1,010,870	1,093,189	108.1%
STORM DRAIN DEVELOPMENT	240,000	348,686	145.3%	230,000	321,607	139.8%
BUILDING CONSTRUCTION	2,500	4,953	198.1%	2,000	5,477	273.8%
TOTALS	\$ 152,486,432	\$ 93,357,257	61.2%	\$ 111,973,120	\$ 82,713,055	73.9%



CITY OF PORTERVILLE
EXPENDITURE STATUS REPORT - ALL OTHER FUNDS
FOR THE PERIODS ENDED
JUNE 30, 2025 AND JUNE 30, 2024
PRELIMINARY

	2024-2025 AMENDED APPROP	2024-2025 YEAR-TO-DATE EXPEND	% OF APPROP	2023-2024 AMENDED APPROP	2023-2024 YEAR-TO-DATE EXPEND	% OF ACTUAL
MEASURE H SALES TAX	\$ 5,423,690	\$ 5,124,612	94.5%	\$ 4,972,164	\$ 4,872,552	98.0%
MEASURE I SALES TAX	9,853,312	9,800,963	99.5%	8,353,246	8,331,884	99.7%
AMERICAN RESCUE PLAN ACT	737,167	135,507	18.4%	996,454	689,997	69.2%
ZALUD ESTATE	41,598	49,334	118.6%	39,480	42,184	106.9%
COMMUNITY DEVELOPMENT BLOCK GRANT	171,600	134,212	78.2%	451,464	160,250	35.5%
TRANSIT	6,360,432	6,935,969	109.0%	-	1,504,850	-
SPECIAL SAFETY GRANTS	940,418	848,489	90.2%	1,039,625	969,185	93.2%
SEWER OPERATING	6,675,085	6,688,308	100.2%	6,299,829	6,587,627	104.6%
REFUSE REMOVAL	7,980,817	8,802,774	110.3%	7,427,270	8,266,424	111.3%
AIRPORT	1,744,414	2,432,029	139.4%	1,604,969	1,808,415	112.7%
GOLF COURSE	579,801	569,325	98.2%	562,003	582,115	103.6%
WATER OPERATING	11,235,872	9,507,809	84.6%	12,284,741	10,368,579	84.4%
RISK MANAGEMENT	10,661,884	11,446,792	107.4%	9,665,230	10,865,302	112.4%
EQUIPMENT MAINTENANCE	4,825,530	4,810,983	99.7%	4,751,272	4,930,945	103.8%
LANDSCAPE MAINTENANCE DISTRICT	235,903	226,794	96.1%	239,870	233,703	97.4%
TOTALS	\$ <u>67,467,523</u>	\$ <u>67,513,898</u>	100.1%	\$ <u>58,687,617</u>	\$ <u>60,214,012</u>	102.6%



CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE H
For the Periods Ended June 30, 2025 and June 30, 2024
PRELIMINARY

	<u>FY 2024-25</u>	<u>FY 2023-24</u>
REVENUES		
Sales Tax - Measure H	\$ 5,422,109	5,523,299
Interest	133,366	134,417
Police Services	4,126	9,829
Police Cost Recoveries	152,265	143,310
Contributions	1,600	-
TOTAL REVENUES	<u>5,713,466</u>	<u>5,810,855</u>
EXPENDITURES		
Police Department	2,240,153	1,941,390
Fire Department	2,111,296	2,157,807
Public Safety Station	258,222	250,392
Library & Literacy	514,942	522,963
TOTAL EXPENDITURES	<u>5,124,612</u>	<u>4,872,552</u>
CAPITAL PROJECTS		
Fire Department Classroom/Training	<u>95,514</u>	606,426
TOTAL CAPITAL PROJECTS	<u>95,514</u>	<u>606,426</u>
REVENUE OVER/(UNDER) EXPENDITURES	\$ <u>493,340</u>	\$ <u>331,877</u>

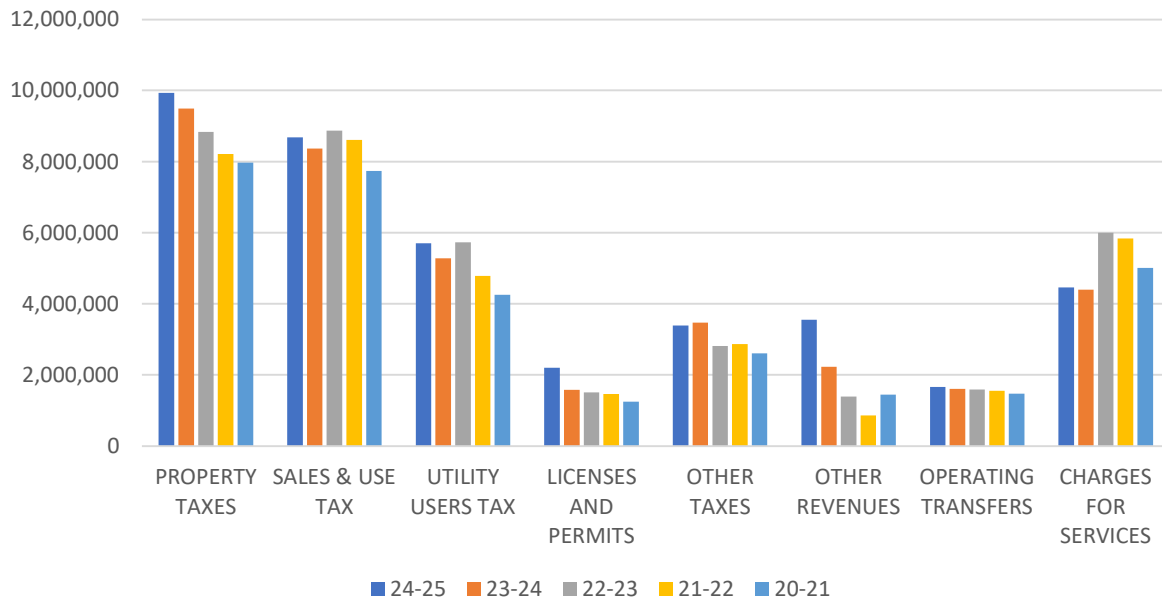
CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE I
For the Periods Ended June 30, 2025 and June 30, 2024
PRELIMINARY

	<u>FY 2024-25</u>	<u>FY 2023-24</u>
REVENUES		
Sales Tax - Measure I	\$ 10,810,198	\$ 11,080,945
Sales Tax - Measure R	5,186	62,389
State/County Grants	-	85,401
Interest	460,780	598,851
Police Services	7,349	5,316
Police Cost Recoveries	73,594	73,594
TOTAL REVENUES	<u>11,357,106</u>	<u>11,906,496</u>
EXPENDITURES		
Police Department	6,215,144	4,462,447
Fire Department	3,355,374	3,540,795
Streets Program	94,567	124,654
Litter Abatement Program	135,878	203,988
TOTAL EXPENDITURES	<u>9,800,963</u>	<u>8,331,884</u>
CAPITAL PROJECTS		
AC Pavement Repair/Overlay	5,757	289,772
Fire Dept Training Grounds Dev	1,107,728	432,890
Fire Dept Engine Replacement	-	428,844
Fire Dept Ladder Truck Replacement	-	843,952
Fire Station Remodel/Additions	-	136,041
Grand Ave Connection between 4th and Henrahan	32,398	-
Main/Porter slough parking lot	88,421	-
Montgomery Ave Reconstruction - Jaye to H	55	-
Morton Ave Reconstruction	138,390	108,544
Pavement Management Program	546	-
Street Overlay Program	990,611	-
Union-Indiana to Jaye	273	-
Villa St Reconstruction - Olive to Henderson	2,148,197	1,923,009
TOTAL CAPITAL PROJECTS	<u>4,512,376</u>	<u>4,163,053</u>
REVENUE OVER/(UNDER) EXPENDITURES	\$ <u>(2,956,233)</u>	\$ <u>(588,440)</u>

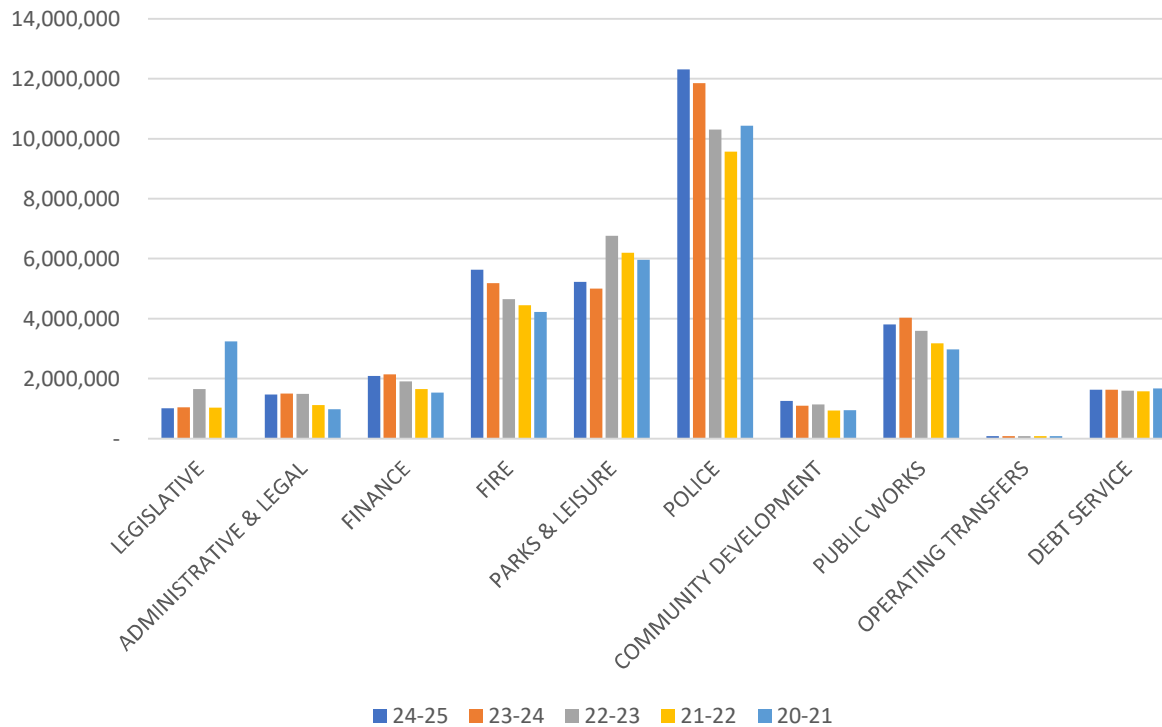
CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS
For the Periods Ended June 30, 2025 and June 30, 2024
PRELIMINARY

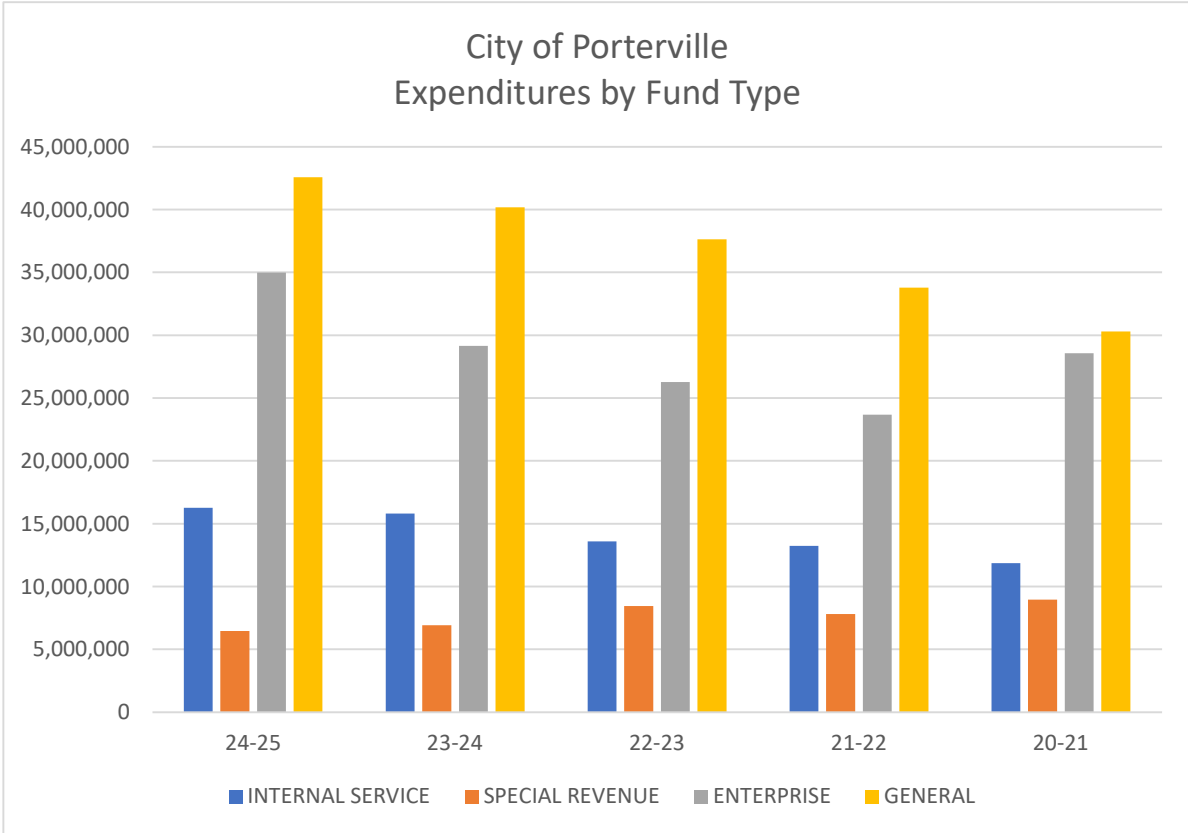
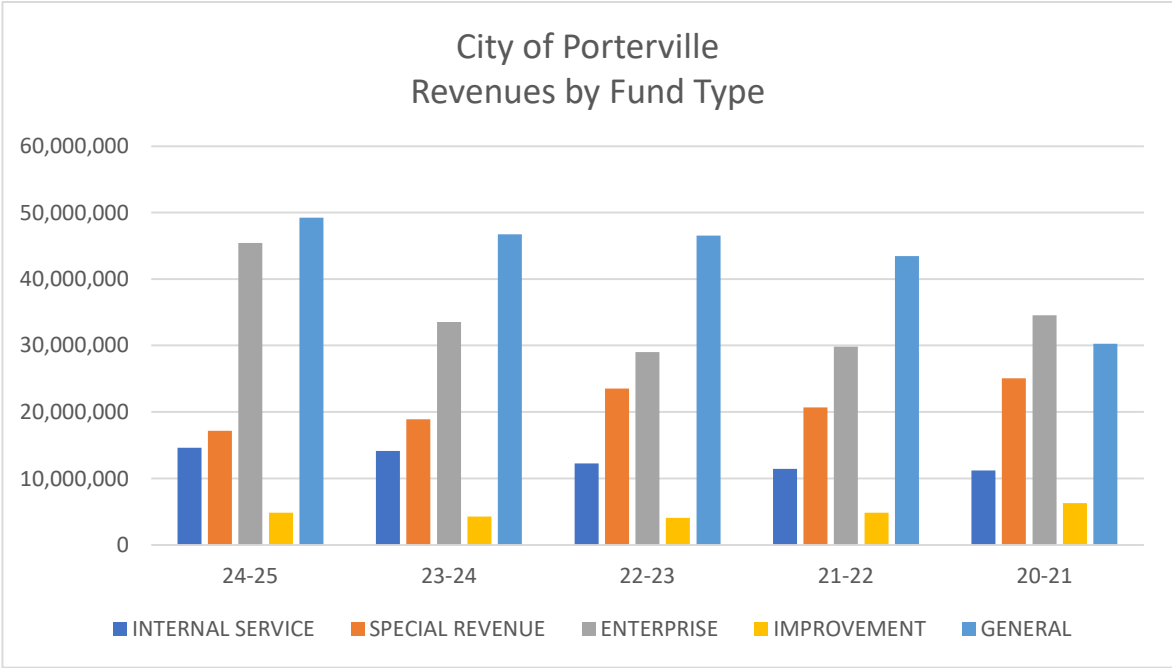
<u>FUND</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>6/30/2025 NET OPERATING PROFIT (LOSS)</u>	<u>6/30/2024 NET OPERATING PROFIT (LOSS)</u>
Zalud Estate	\$ 4,602	\$ (49,334)	\$ (44,732)	\$ (37,689)
Transit	\$ 4,878,810	\$ (7,680,278)	\$ (2,801,468)	\$ (631,153)
Sewer Operating	\$ 12,391,978	\$ (6,688,308)	\$ 5,703,671	\$ 2,394,693
Solid Waste	\$ 11,189,648	\$ (8,802,774)	\$ 2,386,875	\$ 1,066,304
Airport	\$ 3,243,991	\$ (2,432,029)	\$ 811,962	\$ 358,135
Golf	\$ 241,326	\$ (569,325)	\$ (327,999)	\$ (246,517)
Water Operating	\$ 13,503,299	\$ (9,507,809)	\$ 3,995,490	\$ 2,368,125

City of Porterville General Fund Revenues



City of Porterville General Fund Expenditures







CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Consideration of a Salary Range Adjustment for the Public Works Director Classification

SOURCE: City Manager's Office

COMMENT: The City of Porterville maintains an Employee Pay and Benefits Plan to ensure fair, competitive, and internally consistent compensation across all departments. To promote uniformity across the City's executive management team, staff recommends adjusting the salary range for the Public Works Director classification from Salary Range 281 to Salary Range 271.

This adjustment will unify the salary ranges for department directors and reflect a more consistent and balanced compensation structure within the organization. The change does not alter the duties or reporting structure of the position. The fiscal impact is minimal and may result in modest cost savings depending on the incumbent's placement within the revised range.

RECOMMENDATION: That the City Council:

1. Approve a salary range adjustment for the Public Works Director classification from Salary Range 281 (\$10,792 – \$13,435) to Salary Range 271 (\$9,770 – \$12,042) to promote uniformity among department directors;
2. Adopt the attached draft resolution amending the Employee Pay and Benefits Plan to reflect this adjustment, effective August 5, 2025; and
3. Authorize the Mayor to execute these and other documents necessary to implement the provisions hereof.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager

RESOLUTION NO. ____-2025

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF PORTERVILLE APPROVING AN
AMENDMENT TO THE EMPLOYEE PAY AND BENEFITS PLAN TO ADJUST THE SALARY
RANGE FOR THE PUBLIC WORKS DIRECTOR CLASSIFICATION**

WHEREAS, the City Council of the City of Porterville has established an Employee Pay and Benefits Plan to govern salary ranges for all full-time employees; and

WHEREAS, the City seeks to promote uniformity among department directors through consistent salary range assignments; and

WHEREAS, it is proposed to amend the salary range for the Public Works Director classification from Salary Range 281 (\$10,792 - \$13,435) to Salary Range 271 (\$9,770 - \$12,042).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Porterville that the Employee Pay and Benefits Plan be amended to reflect the revised salary range for the Public Works Director classification as stated above, effective August 5, 2025.

BE IT FURTHER RESOLVED, that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

PASSED, APPROVED AND ADOPTED this 5th day of August 2025.

Greg Meister, Mayor

ATTEST:

Richard Tree, Interim City Clerk

By: _____

Fernando Gabriel-Moraga,
Chief Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 5, 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 July 15, 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

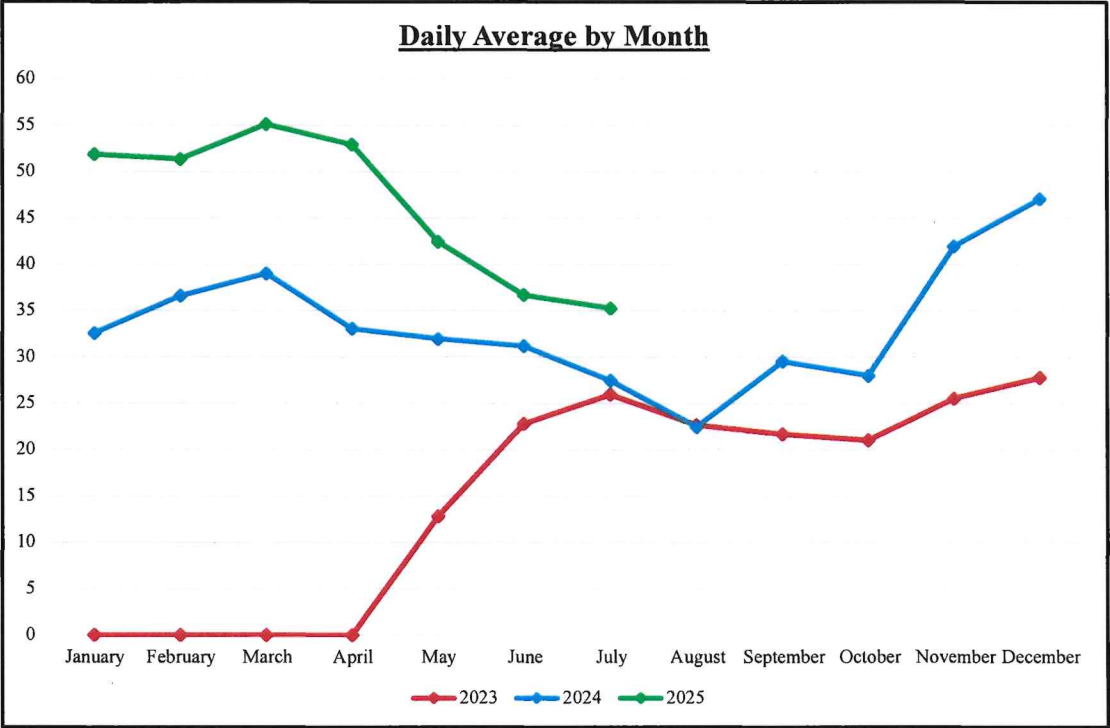
Appropriated/Funded:

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	35.27
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 – AUGUST 5, 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. 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 – AUGUST 5, 2025

SUBJECT: Establishing Lighting and Landscape 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 Landscape and Lighting Maintenance Assessment District. The Districts are formed to secure funding from parcels within the subdivisions for operational and maintenance expenses of any 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 Resolution is necessary to initiate the process of creating the new district. The draft Resolution orders the formation of the new district, approves the Engineer's Report which accompanies this report, and declares the intent to levy and collect tax assessments.

RECOMMENDATION: That the City Council:

1. Conduct the Public Hearing to receive public comment on establishing Landscape and Lighting Maintenance District Number 58; and
2. Adopt the draft Resolution approving the Engineer's Report and assessment method.

ATTACHMENTS:

1. Draft Resolution
2. Brookside Subdivision Phase 1 & 2 Engineer's Report (1)
3. 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,
ESTABLISHING LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT 58, APPROVING
ENGINEER'S REPORT FOR SAID DISTRICT, AND
APPROVING THE METHOD AND LEVY OF ASSESSMENTS**

WHEREAS, the City Council of the City of Porterville did on the 15th day of July 2025, adopt Resolution No. 61-2025 declaring its intention to order the formation of Landscape and Lighting Maintenance District Number 58; and

WHEREAS, the public hearing on the formation of District Number 58 has been set on August 5, 2025, subject to the Landscape and Lighting Act of 1972; and

WHEREAS, a duly noticed public hearing has been held to receive objections to the formation of said District, or the levy of assessments.

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

1. That the public interest, convenience and necessity require the formation of Landscape and Lighting Maintenance District number 58, and that the District shall hereby be formed.
2. The Engineer's Reports and diagrams for District 58 are hereby approved, and the work as set forth therein is to be done.
3. That the method of assessment and the levy of assessments as indicated within said Engineer's Report is hereby approved.

APPROVED AND ADOPTED this 5th day of August, 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. 59-2025. 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>	= \$	<u>6,808.30</u>
	\$0.303	= \$	41,258.30

Maintenance	136,166 sq.ft. @ \$0.303	= \$ 41,258.30
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Administrative Fee	136,166 x \$0.10	= \$ 13,616.60
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County Fee	229 lots @ \$ 1.00 per lot	= \$ 229.00
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Reserves 15% total cost of Maintenance		= \$ 6,188.75
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		\$ 61,292.65
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Estimated Cost Per Year	\$ 61,292.65/229	= \$ 267.65
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**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

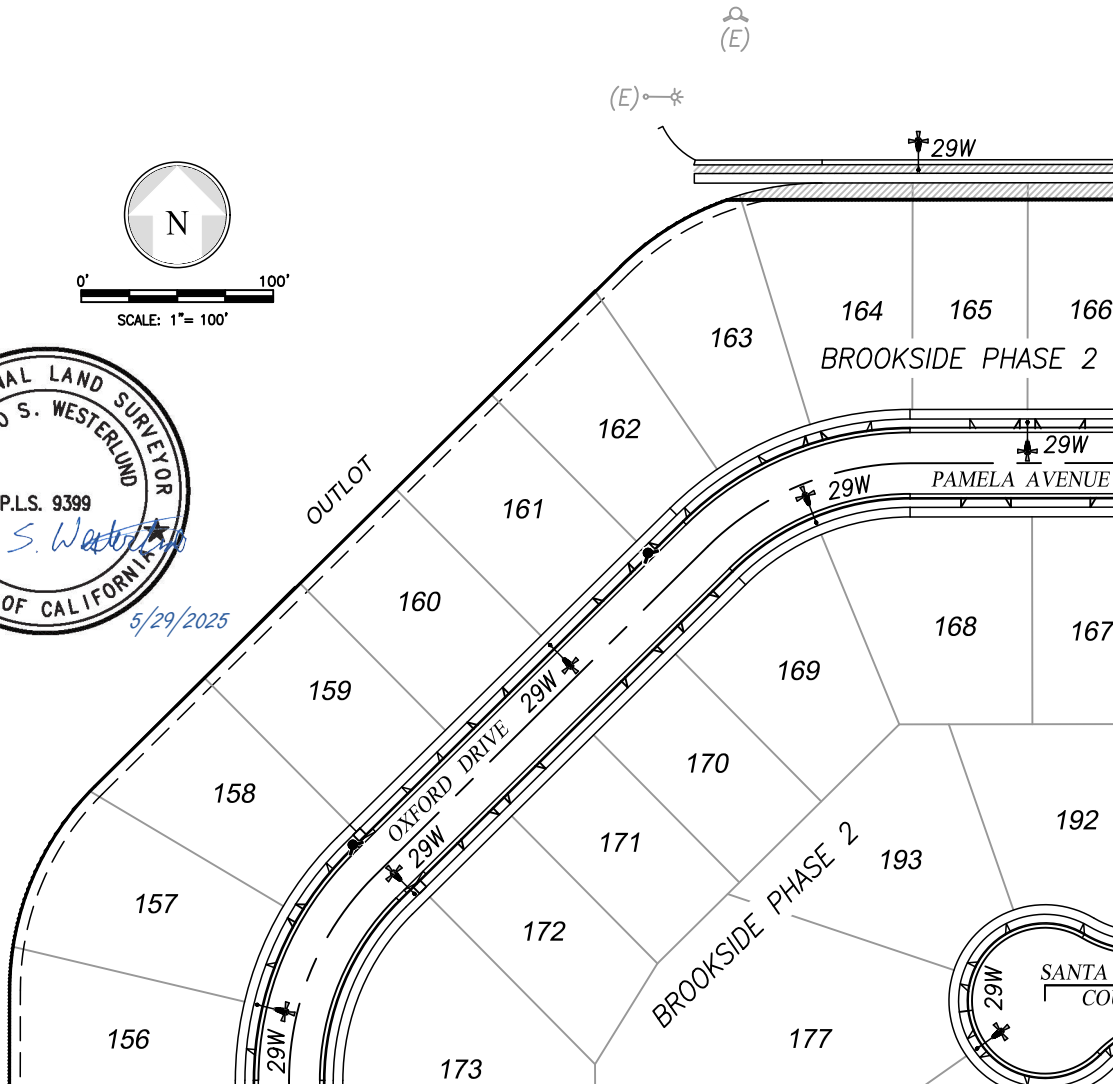
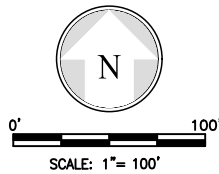
Total developed lot count is 229 lots.

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

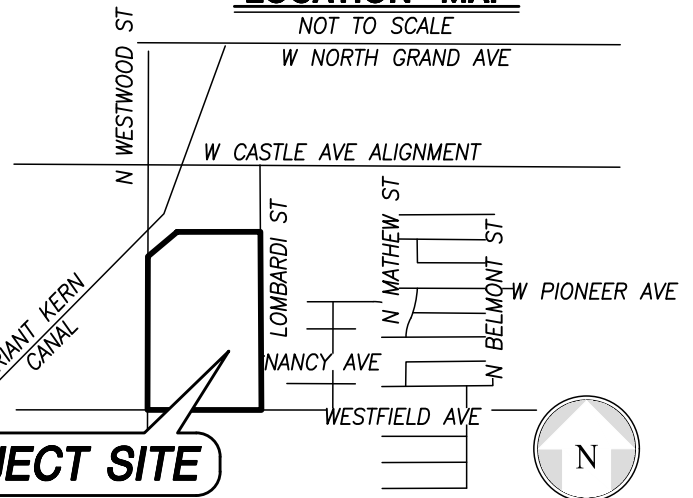
BEING PARCELS 1 & 2 OF PARCEL MAP NO. 5410, RECORDED IN BOOK 55 OF PARCEL MAPS, AT PAGE 18, TULARE COUNTY RECORDS. LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE & MERIDIAN.

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. _____

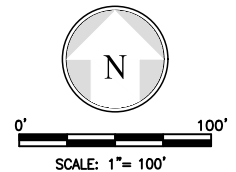
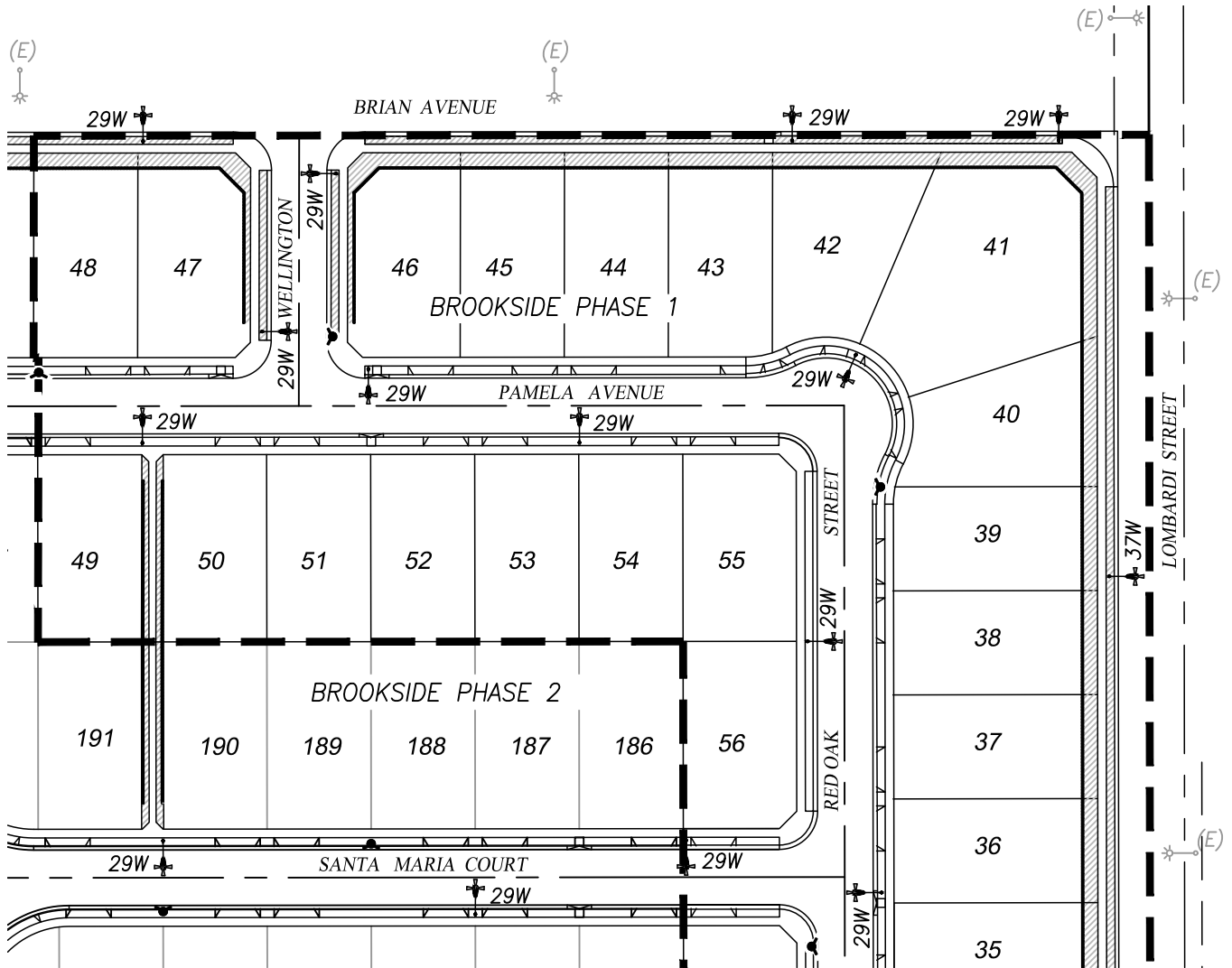
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LEGEND

-  LANDSCAPE AREA = 64,645.19± SF
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-  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)



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PROJECT NO.: 200163

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2 OF 8

EXHIBIT "B"

LANDSCAPE & LIGHTING DISTRICT

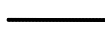
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-  FIRE HYDRANT (4) (33 TOTAL)
-  STREET LIGHTS - 29W (10) (79 TOTAL)
-  37W (2) (11 TOTAL)
-  59W (0) (7 TOTAL)
-  (E)  EXISTING STREET LIGHTS (2) (22 TOTAL)
-  (E)  EXISTING FIRE HYDRANT (1) (5 TOTAL)



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3 OF 8

EXHIBIT "B"

LANDSCAPE & LIGHTING DISTRICT

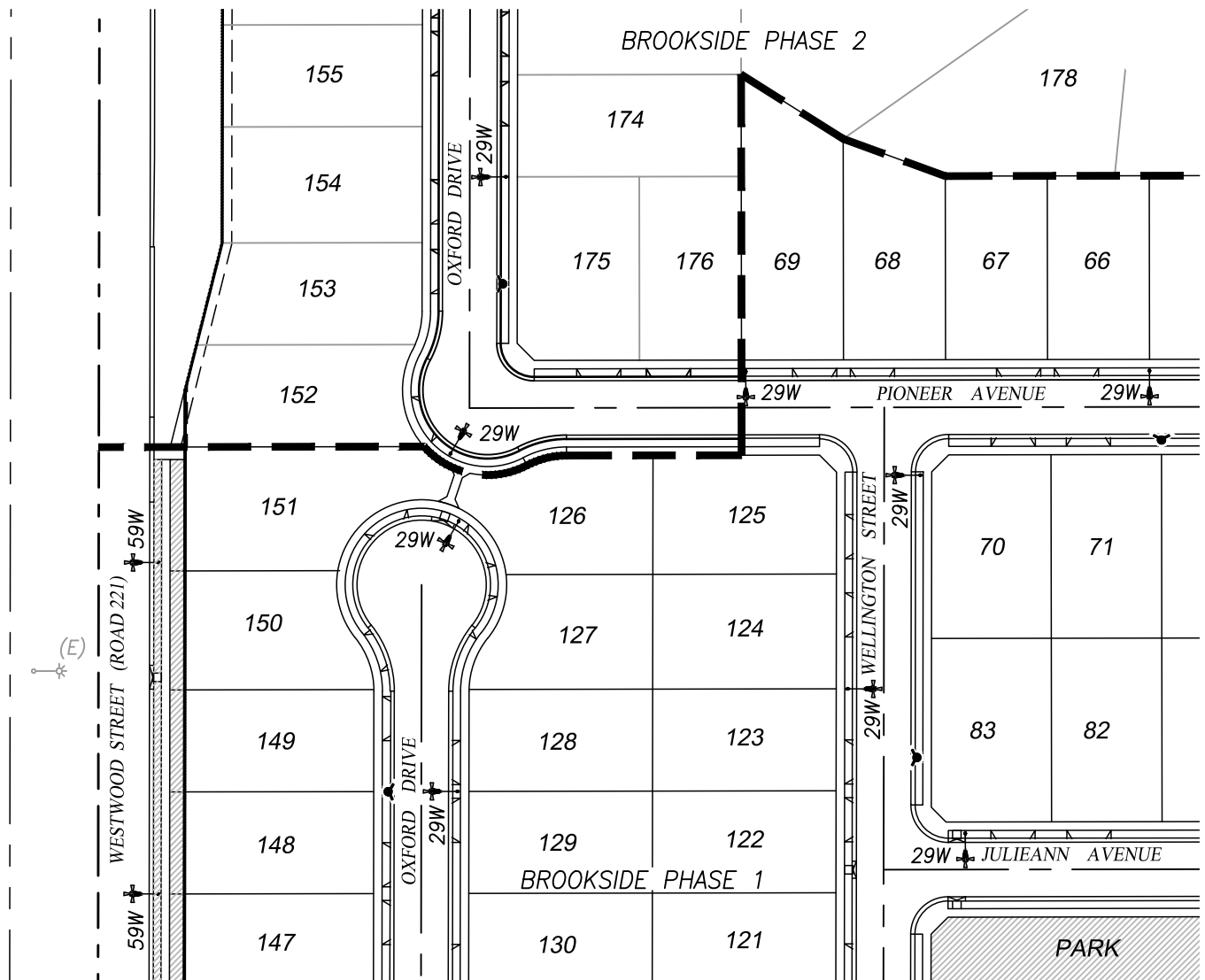
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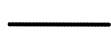


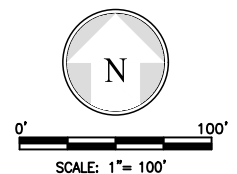
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PROJECT NO.: 200163

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4 OF 8

EXHIBIT "B"

LANDSCAPE & LIGHTING DISTRICT

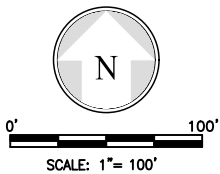
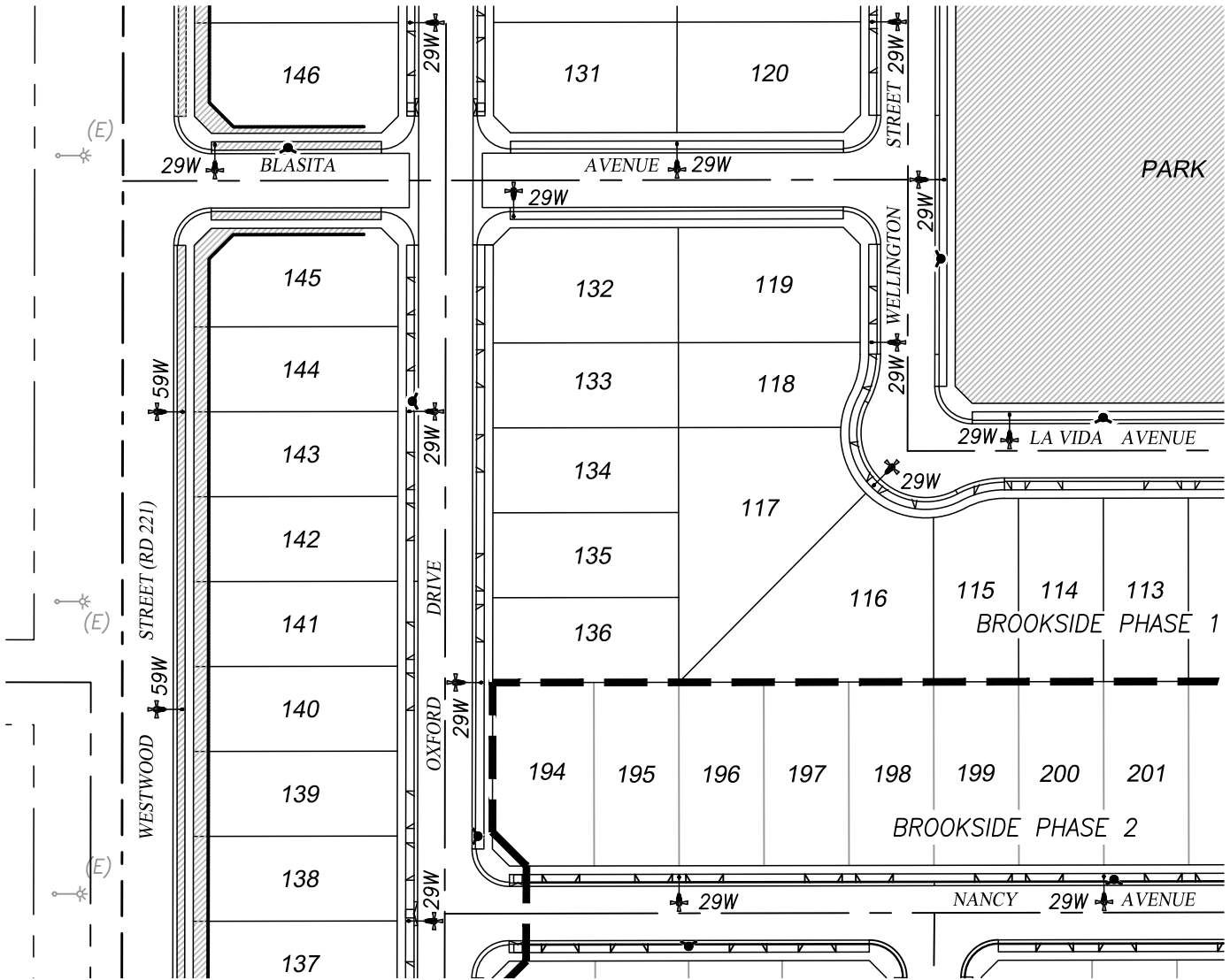
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PROJECT NO.: 200163

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5 OF 8

EXHIBIT "B"

LANDSCAPE & LIGHTING DISTRICT

NO. _____

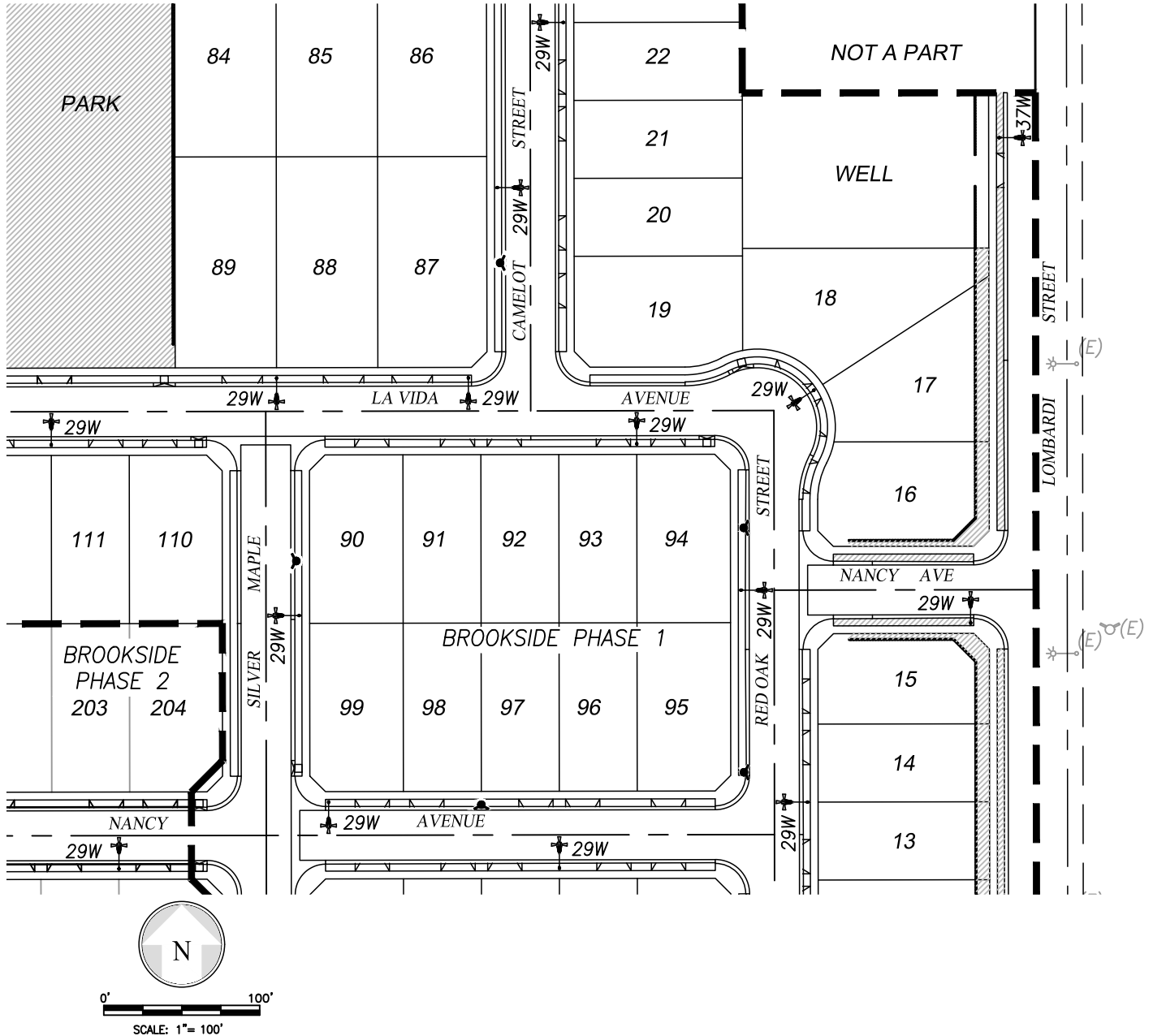
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-  (E)  EXISTING FIRE HYDRANT (1) (5 TOTAL)



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PROJECT NO.: 200163

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QA/QC BY: BG/ASW

SCALE: AS SHOWN

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6 OF 8

EXHIBIT "B"

LANDSCAPE & LIGHTING DISTRICT

NO. _____

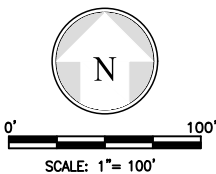
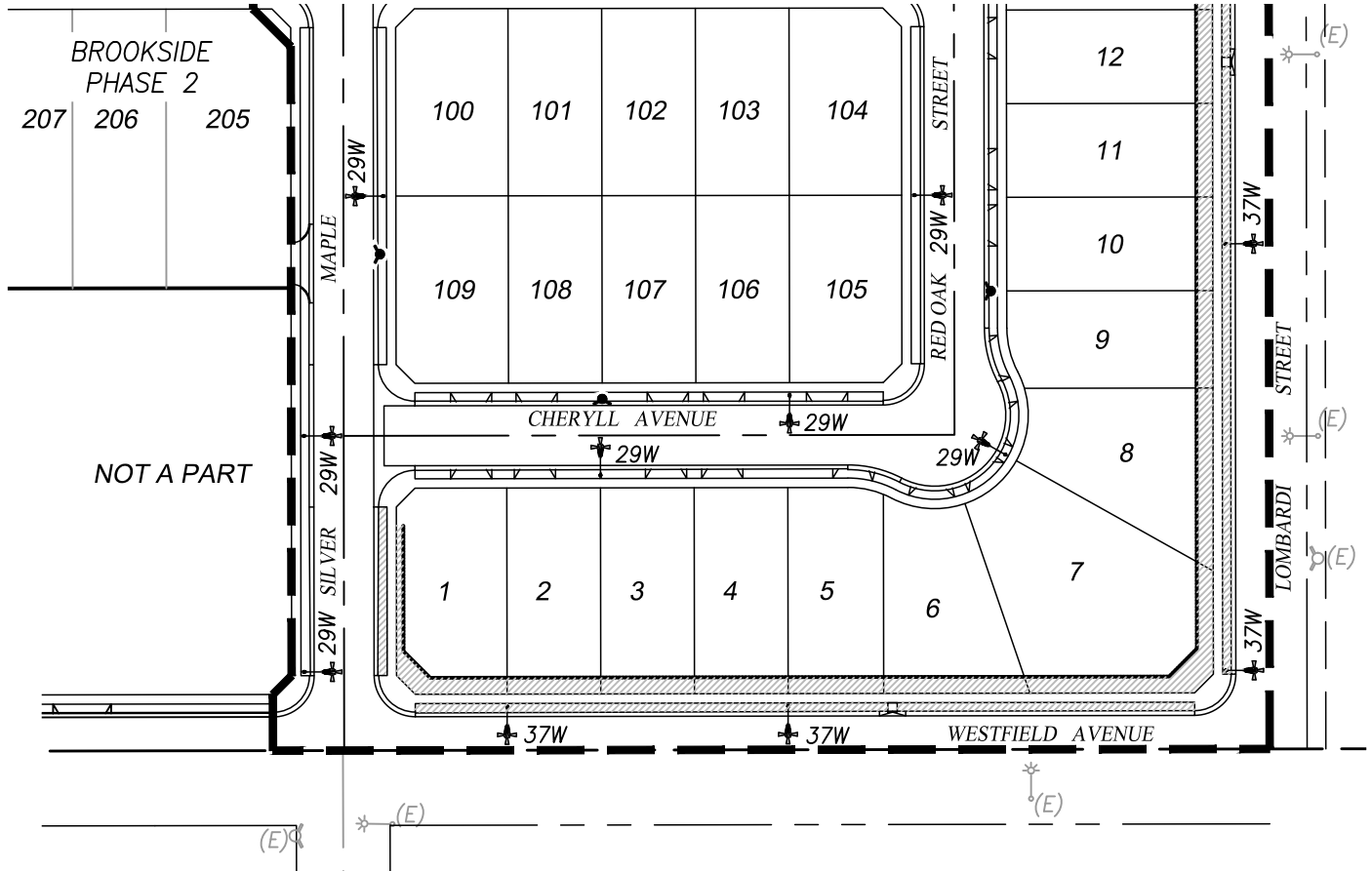
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-  (E)  EXISTING FIRE HYDRANT (2) (5 TOTAL)



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7 OF 8

EXHIBIT "B"

LANDSCAPE & LIGHTING DISTRICT

NO. _____

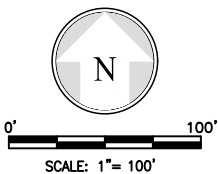
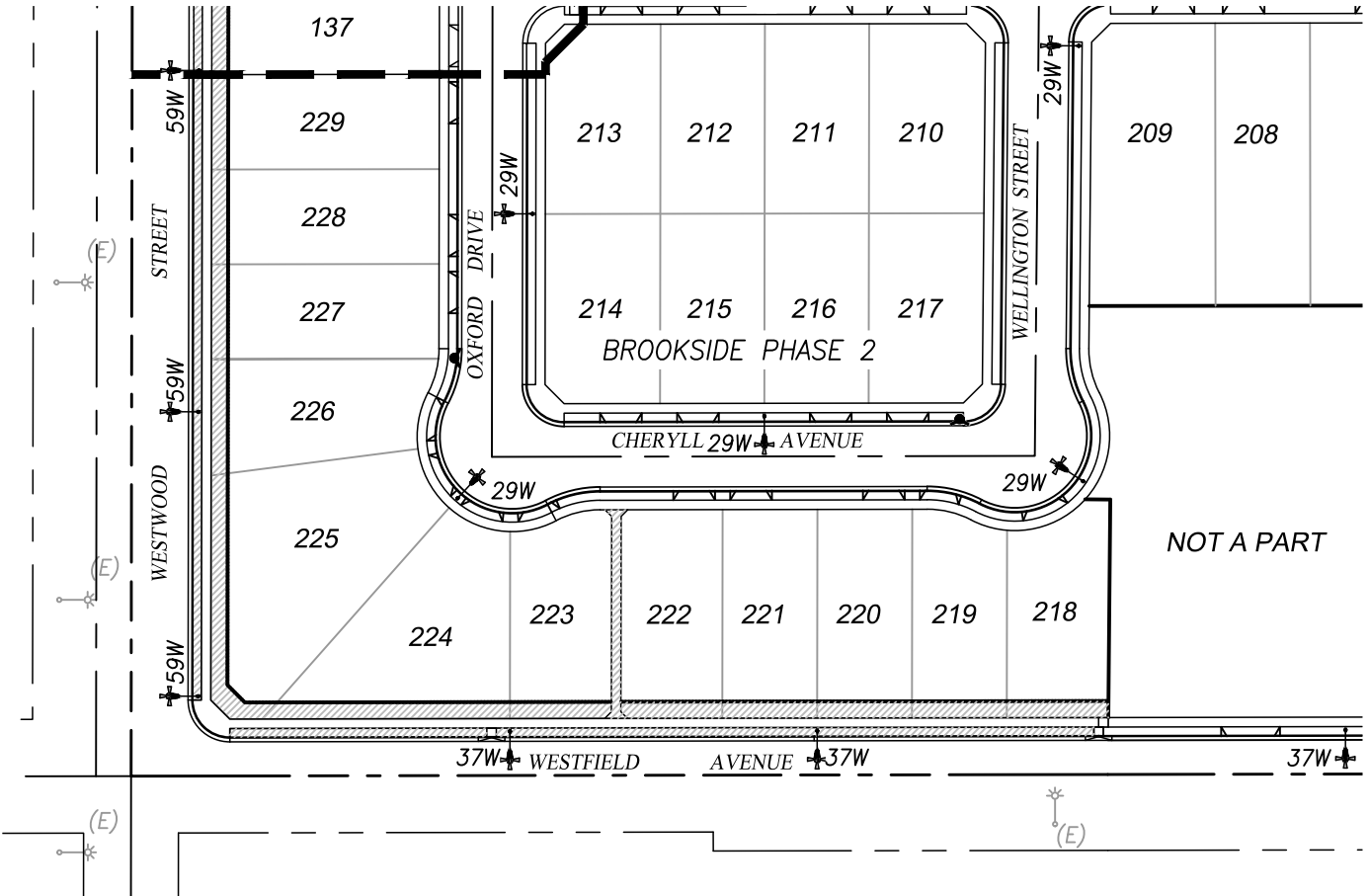
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-  FIRE HYDRANT (2) (33 TOTAL)
-  STREET LIGHTS - 29W (5) (79 TOTAL)
-  37W (3) (11 TOTAL)
-  59W (3) (7 TOTAL)
-  (E) EXISTING STREET LIGHTS (4) (22 TOTAL)
-  (E) EXISTING FIRE HYDRANT (0) (5 TOTAL)



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PROJECT NO.: 200163

DRAWN BY: AMH

QA/QC BY: BG/ASW

SCALE: AS SHOWN

SHEET NO.:

8 OF 8

EXHIBIT "B"

LANDSCAPE & LIGHTING DISTRICT

NO. _____

SAN JOAQUIN VALLEY HOMES



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CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Ordinance Amending Article 611 of Chapter 21 of the Porterville Municipal Code Pertaining 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 offer 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 of Porterville 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 (I), 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.

At the July 15, 2025 City Council Meeting, City Council considered and approved the proposed text amendment to Article 611 of the Development Code, authorized staff to schedule a public hearing and First Reading on August 5, 2025.

Pursuant to the California Environmental Quality Act (CEQA), the Environmental Coordinator has determined the proposed amendment is exempt from further environmental review under the CEQA Guidelines Section 15061(b)(3). The amendment 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 600, Article 611 of the Porterville Development Ordinance; and
3. Order the Ordinance to print.

ATTACHMENTS: 1. Draft Ordinance
 2. Proposed Changes to Article 611 of Chapter 21

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 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

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)~~



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Second Reading - Ordinance No. 1913, Amending Series 300, Section 305.10(g) and Section 305.10(f) of the Porterville Development Ordinance

SOURCE: City Attorney

COMMENT: Ordinance No. 1913, an Ordinance of the City Council of the City of Porterville, amending series 300, Section 305.10(f) and 305.10(g) of the Porterville Development Ordinance, was given first reading on July 15, 2025, and has been printed.

RECOMMENDATION: That the City Council give Second Reading to Ordinance No. 1913, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance No. 1913

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Richard Tree, Interim City Manager

ORDINANCE NO. 1913

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 5th day of August, 2025.

Greg Meister, Mayor

ATTEST:
Richard Tree, Interim City Clerk

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



CITY COUNCIL AGENDA – AUGUST 5, 2025

SUBJECT: Second Reading - Ordinance No. 1914, 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: Ordinance No. 1914, 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, was given first reading on July 15, 2025, and has been printed.

RECOMMENDATION: That the City Council give Second Reading to Ordinance No. 1914, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance No. 1914

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Richard Tree, Interim City Manager

ORDINANCE NO. 1914

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 5th day of August, 2025.

Greg Meister, Mayor

ATTEST:

Richard Tree, Interim City Clerk

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