



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

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

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

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

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1-** Government Code Section 54956.95 – Liability Claim: Claimant: Skylon Mullins & Timothy Kamrath. Agency claimed against: City of Porterville.
- 2 -** Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Huntington Beach, et al. v. Newsom, et al., No. 23-3694 (Ninth Circuit), D.C. No. 8:23-cv-00421-FWS-ADS., U.S. Supreme Court No. 25-4337, Docket No. 25A12
- 3 -** Government Code Section 54956.9(d) (2) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Two cases: 1) Notice of intent to file CEQA action from Attorney Dan Stein dated 10/10/2025, and 2) Letter from Attorney Brent McManigal dated 10/02/2025.
- 4 -** Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Three (3) Cases.

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

Pledge of Allegiance Led by Vice Mayor McKervery

City Council Agenda

October 21, 2025

Invocation

PRESENTATIONS

Police Department Recognition - Richard Dion

ORAL COMMUNICATIONS

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

REPORTS

This is the time for all committee/commission/board reports; subcommittee reports.

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - October 2, 2025
 2. Library & Literacy Commission - October 14, 2025
 3. Animal Control Commission - October 16, 2025 - Cancelled
 4. Youth Commission - October 8, 2025
 5. Charter Review Committee - October 16, 2025 - Cancelled

CONSENT CALENDAR

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

1. **Authorization to Purchase Veterans Park Playground**
Re: Consideration to purchase a custom battleship-themed playground for Veterans Park through Measure I funds from Kompan in an amount not to exceed \$395,771.64, including a ten percent (10%) contingency, and to distribute a Request for Qualifications for the ADA connectivity path portion of the project.
2. **Authorization to Purchase a Utility Vehicle for Trail Maintenance Operations**
Re: Consideration to purchase a utility vehicle from Farmers Tractor & Equipment Co. in the amount of \$18,081.39
3. **Authorization for Repairs to City Hall HVAC Units #3 and #4**
Re: Consideration to adopt a draft Resolution authorizing the appropriation of funds not to exceed \$18,938 from the General Fund Facility Deferred Maintenance / Equipment Replacement Designated Fund and approval of repairs to City Hall HVAC Units #3 and #4 by Emcor Services, including a ten percent (10%) contingency to address any unforeseen conditions.

- 4. Authorization to Issue Requests for Proposals for Consultant Services to Enhance Economic Development Operations and Streamline Planning and Development Review Processes**
Re: Consideration to issue two Requests for Proposals for consultant services, one to enhance the City's economic development operations and another to streamline planning and development review processes, to strengthen organizational efficiency and support the City Council's strategic priorities for economic growth and customer service excellence.
- 5. Authorization to Approve Lease Amendment – American Tower, 500 Newcomb Street**
Re: Consideration of an amendment to the Land Lease Agreement with American Tower for the cell tower at 500 Newcomb Street, extending the lease to April 30, 2068, with no rent changes and a one-time \$20,000 payment to the City.
- 6. Authorization of Two-Year Funding for the Litter Abatement Program**
Re: Consideration to continue the Litter Abatement Program for two additional years in partnership with Caltrans, TCAG, and CSET, including approval of a new Delegated Maintenance Agreement, program funding of up to \$50,000 per year in Measure I funds, and program commencement contingent upon TCAG's reauthorization of Measure R funding participation.
- 7. Authorization to Apply for the Community Cleanup and Employment Pathway (CCEP) Grant Program**
Re: Consideration to apply for the Community Cleanup and Employment Pathway (CCEP) Grant Program through the California Department of Transportation, to support litter abatement along key transportation corridors within Porterville, expand workforce development in partnership with CSET, and enhance community beautification efforts.
- 8. Acceptance of Project – “Center” Friant-Kern Canal Turnout and Basin Project**
Re: Consideration of acceptance of the “Center” Friant-Kern Canal Turnout and Basin Project by Romanazzi General Engineering, as complete at the total project construction cost of \$1,680,540.86.
- 9. Authorization to Schedule a Public Hearing for the Adoption of the 2025 California Building Standards Codes**
Re: Consideration to schedule a Public Hearing for November 18, 2025, to receive input and give first reading to draft ordinances adopting the 2025 California Building, Plumbing, Mechanical, Electrical, Green Building Standards, Residential, Administrative, Reference Standards, and Energy Codes, which will also include a proposed local amendment addressing C-train (cargo container) exemptions for temporary, non-occupied storage.
- 10. Authorization to Schedule a Public Hearing for the Adoption of the 2025 California Fire Code**
Re: Consideration to schedule a Public Hearing for November 4, 2025, to receive public input and give first reading to draft ordinances adopting the 2025 California Fire Code as part of the City's overall update to align with the State's 2025 Building Standards Codes, which will take effect January 1, 2026.

- 11. Authorization for the Appropriation of Additional Funds for the Butterfield Stage Corridor Project**
Re: Consideration to appropriate \$500,000 from the Storm Drain Development Fund and \$200,000 from the Water Replacement Fund to provide additional funding for the Butterfield Stage Corridor Project, addressing unforeseen costs related to rock excavation and additional utility improvements encountered during construction.
- 12. Authorization to Review Draft Bylaws for the California Charter Cities Association**
Re: Consideration to refer the draft bylaws for the California Charter Cities Association to the City Attorney for review and feedback prior to returning a finalized version to the City Council for consideration.
- 13. Consideration of Appointment to the Parks & Leisure Services Commission**
Re: Considering the re-appointment of an individual to serve a four-year term on the Parks & Leisure Services Commission.
- 14. Reappointment and Appointment to the Library and Literacy Commission**
Re: Consider the reappointment of Sonya Lopez and appointment of Obdulia Alvarado to the Library and Literacy Commission for terms expiring October 31, 2028.
- 15. 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

- 16. Public Hearing for Consideration of Adopting A Mitigated Negative Declaration and A Mitigation Monitoring And Reporting Program For, and Approving, The Hope Elementary School Water System Improvement Project**
Re: Hold a public hearing to receive public testimony, and consider adopting a resolution approving the Initial Study/Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, and approving the Hope Elementary School Water Consolidation Project, located east of South Indiana Street and West Teapot Dome Avenue and south of the City, which will connect the school to the City's water system.
- 17. Authorization of an Amended and Restated Development Agreement and Introduction of an Ordinance Relating to the Cannabis Express Dispensary**
Re: Public Hearing to consider approval of an Amended and Restated Development Agreement and introduction of an ordinance between the City of Porterville and Cannabis Express, Inc. for the continued operation of a commercial cannabis dispensary located at 200 North Main Street, Porterville, California.

SCHEDULED MATTERS

- 18. Approval of the Porterville 100 Logo**

Re: Consideration to approve the Porterville 100 logo, designed by local veteran and Transit Media, Inc. CEO Jenna Salazar, as the official emblem for the City's 100-year charter anniversary, incorporating the Farmer Statue and Americana theme for use on City materials and commemorative products.

19. Consideration of Adoption of Resolution Approving the City of Porterville's Position Pay Plans

Re: Consideration to adopt the draft Resolution approving the updated Position Pay Plans for the City of Porterville.

20. Amendment to the Capital Improvement Plan and Establishment of a New Capital Project for City Council Chambers Renovation

Re: Consideration to amend the Capital Improvement Plan to establish the "City Council Chambers Renovation" project and reallocate \$50,000 from the Employee Gym project to fund renovations reflecting the "Bringing American History to Life" theme, including layout, technology, ADA, and aesthetic upgrades.

21. Review and Discussion of the City's Representation on the Porterville Area Development Authority

Re: Review and discussion of the City's representation on the Porterville Area Development Authority, with direction to staff as appropriate

22. Selection of Preferred Fixed-Route Service Design Concept and Implementation Direction for the Short Range Transit Plan

Re: Consider selection of a preferred fixed-route service design concept developed as part of the City's Short Range Transit Plan and direction to staff to implement the selected service design effective January 2, 2026.

23. Discontinuation of Membership in the League of California Cities (CalCities)

Re: Consideration to discontinue the City's membership in the League of California Cities (CalCities) effective upon the expiration of the current membership period and authorize the City Manager to provide the required notice of withdrawal.

24. Discussion and Direction Regarding a Draft Ordinance Adding Section 1-23 to the Porterville Municipal Code Establishing the City's Commitment to the Principles of Individual Liberty

Re: Discussion and direction regarding a draft ordinance adding Section 1-23 to the Porterville Municipal Code establishing the City's commitment to the principles of individual liberty, including medical freedom, parental rights, and protection against discrimination, with direction to staff to incorporate any revisions and return with a finalized draft for formal consideration at a future meeting.

AB 1234 REPORTS

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

1. League of California Cities Conference - October 8-10, 2025

2. Porterville Municipal Airport Committee - October 8, 2025
3. Military Banner Committee - October 14, 2025 - Cancelled
4. Porterville Heritage Committee - October 15, 2025
5. Tulare County Task Force on Homelessness - October 15, 2025
6. Tribe MOU Meeting - October 16, 2025 - Cancelled
7. Porterville Area Development Authority (PADA) - October 17, 2025 - Cancelled
8. Tulare County Association of Governments (TCAG) - October 20, 2025

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of November 4, 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 – OCTOBER 21, 2025

SUBJECT: Authorization to Purchase Veterans Park Playground

SOURCE: City Manager's Office

COMMENT: City Council expressed the desire to have a children's playground constructed in Veterans Park. The new playground will be constructed in conjunction with the upcoming celebration of the City's 100-year anniversary as a charter city and America's 250-year anniversary. The playground will feature a custom military battleship design to complement the setting and theme of Veterans Park.

Some of the proposed features include a climbing wall (listed as an improvement in the Parks Master Plan for Veterans Park), banister bar, slide, balancing rope, net with membrane, talk tubes, and decorative cannon elements. The total cost will include excavation and surfacing, engineered stamped drawings, and installation based on prevailing wage. A separate Request for Qualifications will be issued for the ADA connectivity portion of the project, which is beyond the scope of playground equipment vendors.

Four vendors previously used by the City for park projects were contacted to provide quotes. Each vendor submitted a design based on its ability to produce a custom battleship-themed playground. All four vendors participate in a government purchasing cooperative that provides discounted pricing and streamlined procurement for public agencies. Kompan's design most closely aligns with Council's direction, and the City has successfully partnered with Kompan on past park projects.

This project is included in the Fiscal Year 2025/26 budget and funded through Measure I. Kompan's proposal, totaling \$395,771.64 including a ten percent (10%) contingency, is within the allocated budget. Due to the customized design, the estimated production lead time is approximately nine months. The most recently approved playground project at Murry Park cost \$357,500, which provides a comparable benchmark.

RECOMMENDATION: That the City Council:
1. Authorize the purchase of a playground for Veterans Park,

Item No. 1.

including installation, through Measure I funds from Kompan in an amount not to exceed \$395,771.64, which includes a ten percent (10%) contingency for unforeseen conditions during installation; and

2. Authorize the distribution of a Request for Qualifications for the ADA connectivity path portion of the project.

ATTACHMENTS:

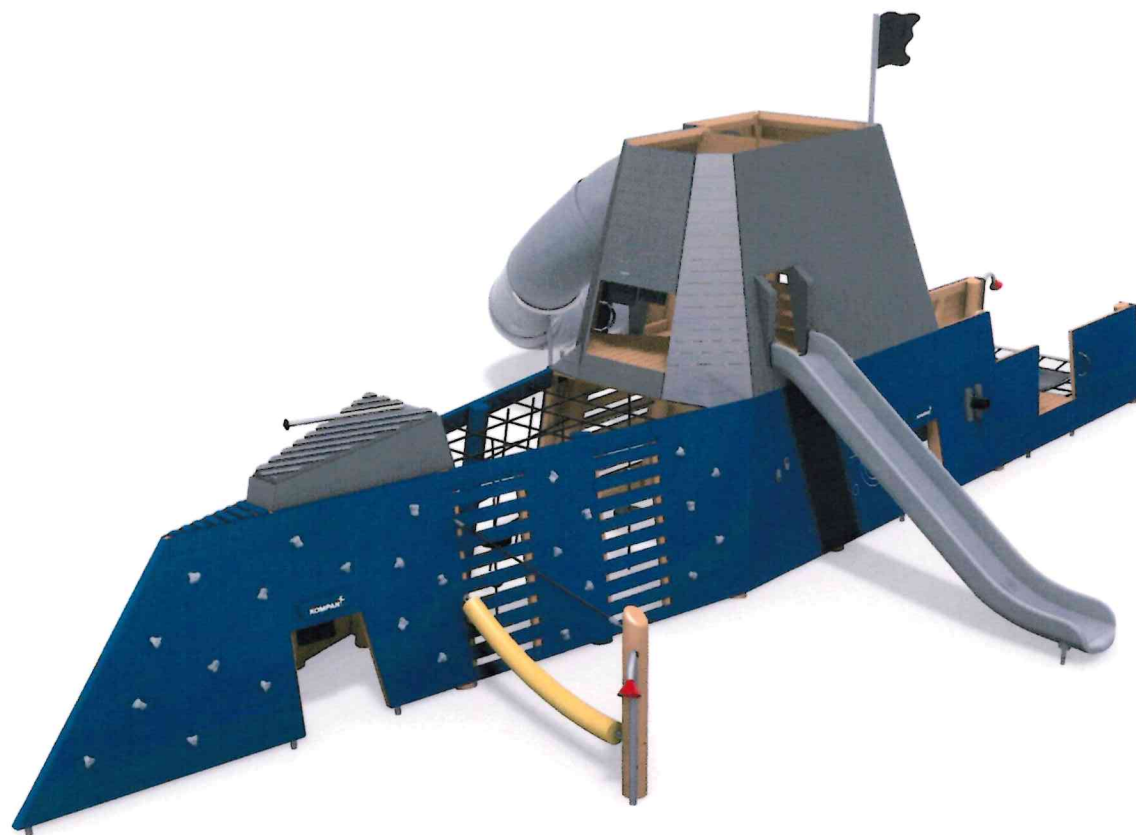
1. Battleship playground
2. Kompan playground

Appropriated/Funded:

Review By:

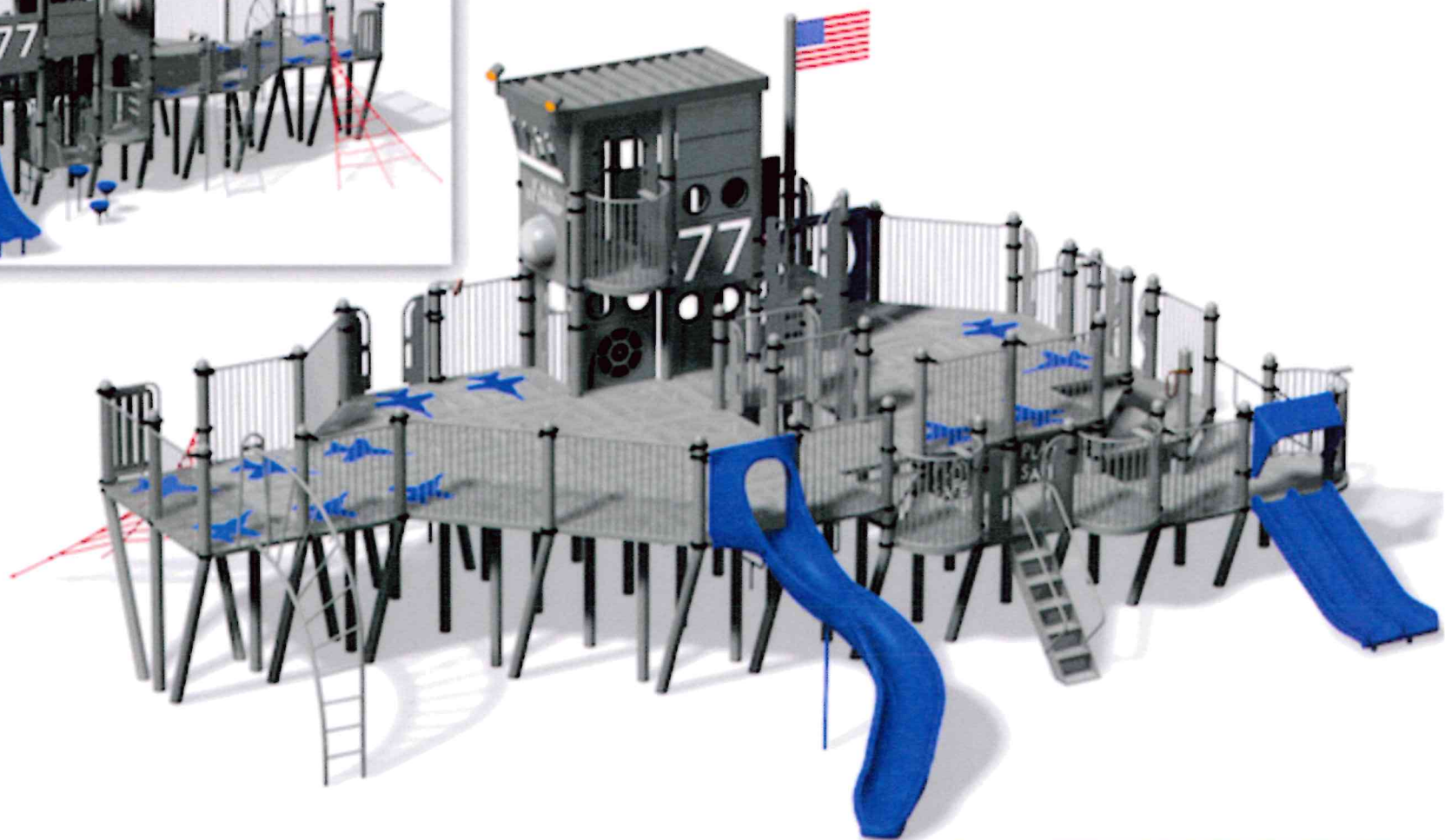
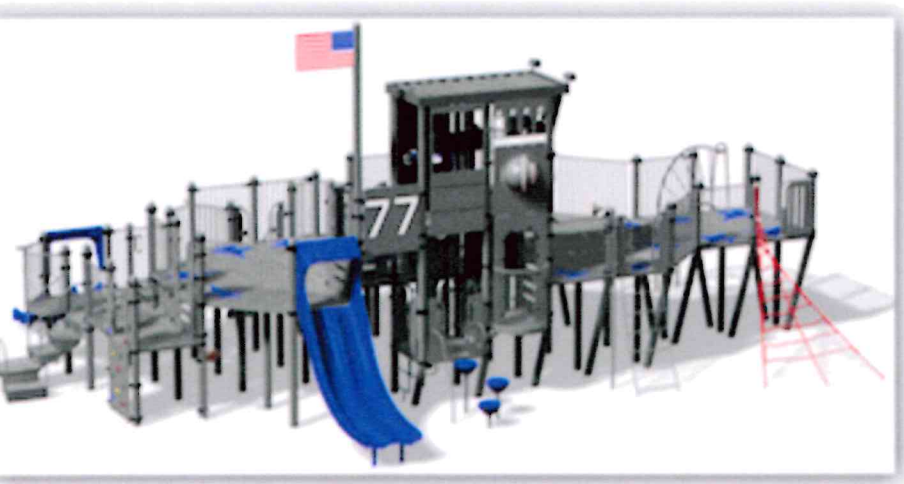
Department Director:
Donnie Moore, Acting Deputy City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



PLEASE NOTE: THIS IS A SKETCH

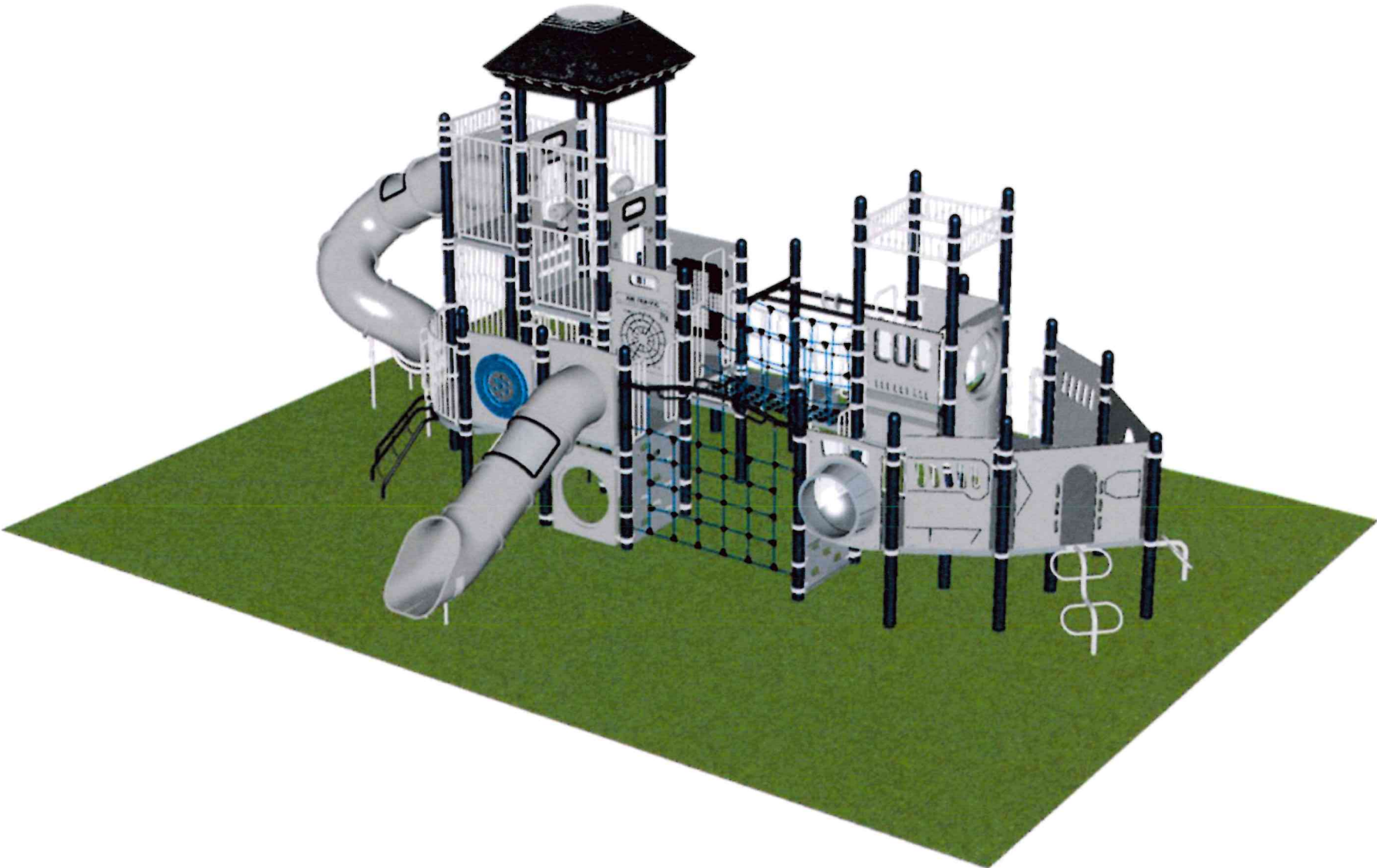
Copyright 2025 KOMPAN A/S, all rights reserved.



VETERANS PARK
NW VIEW

R5

FOR KIDS
AGES
5-12



STRUCTURE # R50B27B3A
PROJECT # PPT25CF20CA
DATE 5/28/2025

MacArthur Park Playground Option 3
Los Angeles, CA



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Nate@gwpark.com



Sales - Budget Quote

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

Quote No. SP159004-1
Customer No. C0018761
Document Date 10/15/2025
Expiration Date 12/14/2025

Customer Ref. KRS8201380 V1 Install/EFW/EXCAV

Sales Representative Doris Harpain
Email DorHar@Kompan.com
Phone No. 559-977-2656 / 800-426-9788

Project Name US337145 Veterans park

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
	OMNIA Partners Contract #2017001135				
	<u>EQUIPMENT</u>				
US-KRS-CUSTOM	KRS8201380 V1	1 Pieces	218,150.00	20.00	174,520.00
US ROBINIA SERVICE	Robinia Service Program included in sales price				
US-ENGSTAMP-CALI-2	Engineered Stamped Drawings	1 Pieces	4,500.00		4,500.00
INSTALL SPECIAL	Installation of Kompan Equipment Based on Prevailing Wages	1 Pieces	104,000.00	20.00	83,200.00
	Installation Pricing provided in this proposal is based on Kompan project specifications and footing details. Kompan CA reserves the right to revise installation pricing if ESD's are required. The new details will have to be reviewed by Kompan CA for cost impact and new pricing approved in writing (if applicable) prior to installation.				
FREIGHT	Freight	1 Pieces	33,606.75		33,606.75
	<u>SITE PREP / SURFACING</u>				
US-EXCAVATION	Excavation of area up to 12"	1,855 Sq. Feet	14.52	5.00	25,587.87
US-CUSTOM-SURFACING	Supply and Install EWF and Filter Fabric	1,855 Sq. Feet	5.52	10.00	9,215.64
US-CONCRETECURBING	Concrete Curbing	166.2 Feet	68.12	5.00	10,755.46

Sales - Budget Quote

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

Quote No. SP159004-1
Customer No. C0018761
Document Date 10/15/2025
Expiration Date 12/14/2025

Customer Ref. KRS8201380 V1 Install/EWF/EXCAV

Sales Representative Doris Harpain
Email DorHar@Kompan.com
Phone No. 559-977-2656 / 800-426-9788

Project Name US337145 Veterans park

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
-----	-------------	-----	------	------------	------------	-----------

NOTES

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.

Excludes sitework, products, & services not listed.

Assumes site to be accessible & install ready.

Please allow "35" to "37" weeks for product delivery upon order placement.

Pricing valid with an approved Kompan Site Plan

Description	Qty	Retail Price	Discount	Net Price
No. of Products	2			
Subtotal - Products		222,650.00	43,630.00	179,020.00
Subtotal - Sitework		38,256.14	1,912.81	36,343.33
Subtotal - Surfacing		10,239.60	1,023.96	9,215.64
Subtotal - Installation		104,000.00	20,800.00	83,200.00
Subtotal - Freight		33,606.75		33,606.75
Total USD Excl. Tax				341,385.72
Estimated Tax rate				18,406.68
Total USD Incl. Tax				359,792.40

Business Agreement OMNIA Partners Contract
Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Veterans park
Donnie Moore
1501 w Henderson ave
Porterville, CA 93257



CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Authorization to Purchase a Utility Vehicle for Trail Maintenance Operations

SOURCE: Parks and Leisure Services

COMMENT: With the City's trail network continuing to expand, including the Tule River Parkway Phase III, the Santa Fe Byway, and the upcoming Butterfield Corridor, maintenance demands have increased accordingly. To ensure these community investments remain in excellent condition, the City secured \$450,000 in Measure R funds under the Transit/Bikes/Environmental Mitigation (Air Quality) Program. This funding supports both the addition of a Parks Maintenance Worker I position and the purchase of a small utility vehicle to enhance trail maintenance operations.

The utility vehicle will allow staff to efficiently travel along trail corridors, access narrow areas, and perform upkeep in locations not easily reachable by traditional maintenance equipment. Maintaining these valuable assets is essential to preserving the City's significant investment in recreational infrastructure.

Three quotes were received from local vendors as follows:

Farmers Tractor & Equipment Co. \$18,081.39

Linder Equipment Co. \$20,318.25

Berchtold Equipment Co. \$21,440.50

Based on the proposals received, staff recommends purchasing the vehicle from Farmers Tractor & Equipment Co. Staff has been pleased with the Kubota brand's performance in prior applications, and this model meets all operational needs. The total purchase cost of \$18,081.39 will be funded through Measure R Transit/Bikes/Environmental Mitigation (Air Quality) funds designated for trail maintenance. There is no impact to the General Fund.

RECOMMENDATION: That the City Council authorize the purchase of a utility vehicle from Farmers Tractor & Equipment Co. in the amount of \$18,081.39, to be funded through Measure R trail maintenance funds.

ATTACHMENTS: 1. ATV Quotes

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Acting Deputy City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



FARMERS TRACTOR & EQUIPMENT CO.

*1132 S. MAIN ST.
PORTERVILLE, CA 93257-5902
559-784-4967
559-784-6445 FAX*

QUOTATION

To; City of Porterville 291 N. Main st. Porterville, Ca 93257
Attn. Ramon

Date: 10/01/25
Phone: (559)782-7499

QTY	Part Number	Description	Price per unit	Price
1	RTVX4-BKH-1	KUBOTA RTVX4-BKH-1 24.8 HP 3-CYLINDER DIESEL HYDRO TRASMISSION STEEL WHEELS POWER STEERING 4 SEAT CONFIGURATION		\$ 16,544.06

GOVERNMENT DISCOUNT APPLIED

Frank Andrade
Sales
cell: (559)359-1832
email: frankfte@att.net

Quote Good For 30 Days

FOB Porterville

Sub Total	\$	16,544.06
Sales Tax 9.25%	\$	1,530.33
BOE / Set Fees	\$	7.00
TOTAL AMOUN	\$	18,081.39



Linder Equipment Co.
311 E. Kern Avenue
CA 93274

Quote

Date	Estimate #
10/16/2025	667

Expiration	Rep

Name / Address
PORTERVILLE CITY 291 N. MAIN STREET PORTERVILLE CA. 93257

Qty	Make	Description	Serial Number	Price	Total
1	KUBOTA	KUBOTA RTVX4-SKH-1 UTILITY VEHICLE INCLUDES INADDITION TO OR IN LIEU OF STANDARD EQUIPMENT AS LITSED; KUBOTA VC5043 BLACK PLASTIC CANOPY; HD TIRES SEE ATTACHED PAGE FOR STANDARD SPEC. BASE WARRANTY 2 YEARS OR 1000 HOURS WHICHEVER OCCURS FIRST	A5KD2HDBCSG011295	18,500.00	18,500.00
	DMV F...			100.00	100.00
4	CA Stat...	CALIFORNIA STATE TIRE RECYCLE FEE		1.75	7.00
				Sales Tax (9.25%)	\$1,711.25
				Total	\$20,318.25

Signature _____



CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Authorization for Repairs to City Hall HVAC Units #3 and #4

SOURCE: Parks and Leisure Services

COMMENT: At its meeting on July 15, 2025, the City Council authorized staff to distribute a Request for Proposals (RFP) to provide professional Heating, Ventilation, and Air Conditioning (HVAC) maintenance services for City buildings. The RFP solicited qualified contractors to furnish all labor, equipment, tools, parts, materials, and supplies necessary to perform scheduled maintenance and inspections for existing systems. The selected contractor would also provide recommendations and cost estimates for repairs or replacements beyond the scope of regular maintenance.

Four proposals were received and evaluated by the City's review committee based on understanding of the scope of work, technical approach, experience, qualifications, and cost. Emcor Services received the highest overall rating and submitted the lowest responsive proposal.

Following its selection, Emcor Services completed a detailed assessment of HVAC Units #3 and #4 located at City Hall. Both units, originally purchased from Johnson Controls in 2009, are no longer functioning properly and require repair to restore reliable heating and cooling performance throughout the facility. Emcor has submitted repair estimates based on its findings.

Funding for the repair of these two units is proposed from the General Fund Facility Deferred Maintenance / Equipment Replacement Designated Fund. The total cost of repairs, including a ten percent (10%) contingency to address any unforeseen conditions that may arise during the repair process, will not exceed \$18,938.

Prompt repair of these systems will help prevent further equipment degradation and minimize potential operational disruptions at City Hall. The proposed work will ensure continued comfort, operational reliability, and energy efficiency for City Hall staff and visitors.

RECOMMENDATION: That the City Council:

1. Adopt a Resolution authorizing the appropriation of funds not to exceed \$18,938 from the General Fund Facility Deferred Maintenance / Equipment Replacement Designated Fund; and
2. Approve the repairs to City Hall HVAC Units #3 and #4 by Emcor Services, including a ten percent (10%) contingency.

ATTACHMENTS:

1. EMCOR Services Repair Estimates
2. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Acting Deputy City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



3980 N Chestnut Diagonal.
Fresno, CA 93726
Service: (559) 277-7900
Fax: (559) 277-4920
CA Lic. 611215

Quote #
25-075133

Equipment Repair Estimate

September 8, 2025

SUBMITTED TO:

City of Porterville
Sarah Weaver
291 N. Main St
Porterville CA 93257

JOB LOCATION:

City of Porterville - City Hall
Sarah Weaver
291 N. Main St
Porterville CA 93257

FACILITY STATUS / URGENCY:

Compressor, Drier, Contactor, Blower Housing RPL

Unit #:	Break Room Bathroom
Make:	York
Model #:	J06ZHN10P2EZZ5000
Serial #:	N1D0757864

SCOPE OF WORK / DIAGNOSIS:

Our Technician found a failed compressor and blower housing and blower. Recommendation as follows:

- 1). Loto to isolate power to unit. Recover existing refrigerant and disconnect electrical and refrigerant lines.
- 2). Remove the faulty compressor and install the new compressor, evacuate the system to remove moisture.
- 3). Remove the existing filter drier and install a new one, ensuring proper orientation and brazing techniques.
- 4). Charge the system with 8 pounds of R-410A refrigerant, verifying correct superheat/subcooling levels.
- 5). Remove the existing contactor and install the new contactor, ensuring secure connections and proper operation.
- 6). Remove the blower assembly and replace the housing, install a new blower belt, adjusting tension to specs.
- 7). Remove loto and perform a full operational test of the unit. Check for leaks & confirm cooling performance.

ADDITIONAL INFORMATION

****THIS PROPOSAL IS ONLY VALID FOR 10 DAYS*** **ALL SALES WITH MATERIALS ARE FINAL****
All work to be done during normal working hours and days. Excludes anything other than listed above.

The total cost, including all labor, materials and taxes is (Paid by Check): **\$8,992**

There is a 3% Fee for paying by credit card, The total cost is: **\$9,262**

By accepting this proposal the purchaser agrees to the attached terms and conditions. This quotation will be valid for a period of 30 days and payment is due 30 days from invoicing. If payment is not received interest will accrue at the rate of 1.5% per month. If an action is brought for collection the prevailing party shall be entitled to attorney's fees.

**WARNING: Contractors are required by law to be licensed by the Contractor's State License Board which has jurisdiction to investigate complaints against Contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, CA 95826
[California Business and Professional Code 7030(a)]**

EMCOR: Andrew Villarreal

Title: Customer Service Rep

Accepted By: _____

Title: _____

Date: _____

PO# (If Applicable): _____



3980 N Chestnut Diagonal.
Fresno, CA 93726
Service: (559) 277-7900
Fax: (559) 277-4920
CA Lic. 611215

Quote #
25-075806

Equipment Repair Estimate

September 17, 2025

SUBMITTED TO:

City of Porterville
Sarah Weaver
291 N. Main St
Porterville CA 93257

JOB LOCATION:

City of Porterville - City Hall
Sarah Weaver
291 N. Main St
Porterville CA 93257

FACILITY STATUS / URGENCY:

Condenser Coil & Liquid Line Drier Replacement

Unit #:	A/C # 4 - Offices
Make:	York
Model #:	J042FN06 P2E2210001A
Serial #:	N1C0737127

SCOPE OF WORK / DIAGNOSIS:

During our last visit our Technician found leaks in the condenser coil. Recommendation as follows:

- 1). Loto to isolate power to unit. Use a recovery machine to safely remove all refrigerant from the system. (R-410A)
- 2). Carefully disconnect the refrigerant lines and remove any mounting hardware, securing the condenser coil.
- 3). Position the new condenser coil in place, reconnect the refrigerant lines using proper flare or compression fittings.
- 4). Secure the new condenser coil with the appropriate mounting hardware. Locate the drier on the liquid line.
- 5). Cut out the old drier and braze in the new one, ensuring correct flow direction.
- 6). Use a vacuum pump to evacuate air and moisture from the system. Then add 5 pounds of R410A refrigerant.
- 7). Remove loto, test & verify proper operation, checking for leaks, correct pressures, & temperature differences.

ADDITIONAL INFORMATION

****THIS PROPOSAL IS ONLY VALID FOR 10 DAYS*** **ALL SALES WITH MATERIALS ARE FINAL****
All work to be done during normal working hours and days. Excludes anything other than listed above.

The total cost, including all labor, materials and taxes is (Paid by Check): \$8,224

There is a 3% Fee for paying by credit card, The total cost is: \$8,471

By accepting this proposal the purchaser agrees to the attached terms and conditions. This quotation will be valid for a period of 30 days and payment is due 30 days from invoicing. If payment is not received interest will accrue at the rate of 1.5% per month. If an action is brought for collection the prevailing party shall be entitled to attorney's fees.

WARNING: Contractors are required by law to be licensed by the Contractor's State License Board which has jurisdiction to investigate complaints against Contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, CA 95826 [California Business and Professional Code 7030(a)]

EMCOR: Andrew Villarreal

Title: Customer Service Rep

Accepted By: _____

Title: _____

Date: _____

PO# (If Applicable): _____

RESOLUTION NO. _____-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING THE
APPROPRIATION OF FUNDS FROM THE FACILITY DEFERRED MAINTENANCE / EQUIPMENT
REPLACEMENT DESIGNATED FUND FOR THE REPAIRS OF CITY HALL HVAC UNITS # 3 & 4**

WHEREAS: The City of Porterville purchased HVAC units from Johnson Controls in 2009 for City Hall;

WHEREAS: The HVAC Unit #3 has completely stopped operating, and HVAC Unit #4 has not been operating efficiently or effectively over the past several weeks and is need of repair;

WHEREAS: The City of Porterville Municipal Code Section 2-31.3, established the Facility Deferred Maintenance / Equipment Replacement Designated Fund for the exclusive purpose of providing funds to support one-time City facility deferred maintenance and / or equipment replacement costs.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the repairs of City Hall HVAC Units #3 & 4 is within the intent and purpose of the Facility Deferred Maintenance / Equipment Replacement Designated Fund; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation not to exceed \$18,938 from the Facility Deferred Maintenance / Equipment Replacement Designated Fund for the repairs of City Hall HVAC Units #3 &4.

PASSED, APPROVED AND ADOPTED this 7th day of October, 2025.

Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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



CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Authorization to Issue Requests for Proposals for Consultant Services to Enhance Economic Development Operations and Streamline Planning and Development Review Processes

SOURCE: City Manager's Office

COMMENT: The City continues to advance its strategic priorities focused on economic growth, operational excellence, and enhanced customer service. To further these efforts, staff recommends issuing two separate Requests for Proposals (RFPs): one to enhance the City's economic development operations, and another to streamline planning and development review processes.

The first RFP, titled *Consultant Services for Enhancing Economic Development Operations*, seeks qualified firms to assist in modernizing and expanding the City's economic development functions. The selected consultant will work closely with the City Manager's Office and the Community Development Department to improve business recruitment and retention strategies, strengthen interdepartmental coordination, and train staff on industry best practices.

The second RFP, titled *Consultant Services for Streamlining Planning Operations and Development Review Processes*, focuses on improving efficiency within the City's permitting and development services. The consultant will assess existing workflows, identify bottlenecks, and develop actionable recommendations to reduce turnaround times, enhance customer service, and improve coordination between departments.

Both RFPs are structured with a consistent evaluation process and timeline. Questions will be accepted through November 12, 2025, and proposals are due November 19, 2025, by 2:00 p.m. Interviews, if needed, will occur the week of November 25, 2025, with contract award consideration anticipated on December 2, 2025, or soon thereafter.

These consultant services will provide specialized expertise to complement City staff resources, supporting the City Council's vision of a more efficient organization and a thriving local economy. Funding for these services is included in the FY 2025-26 Community Development operating budget. Actual

costs will be determined following proposal evaluations and prior to contract award.

These consultant efforts will strengthen the City's operational capacity and advance the Council's ongoing commitment to economic growth and service excellence.

RECOMMENDATION:

That the City Council:

1. Authorize staff to advertise a Request for Proposals for consultant services to assist with enhancing economic development operations; and
2. Authorize staff to advertise a Request for Proposals for consultant services to assist with streamlining planning operations and development review processes.

ATTACHMENTS:

1. Draft RFP - Consultant Services for Enhancing Economic Development Operations
2. Draft RFP - Consultant Services for Streamlining Planning Operations and Development Review Processes

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



**CITY OF PORTERVILLE
REQUEST FOR PROPOSALS (RFP)
RFP # 25/26-SRXXXX**

Consultant Services for Enhancing Economic Development Operations

**Submit Questions or Comments by
November 12, 2025, by 2:00 P.M.**

**RFP SUBMITTAL DEADLINE
November 19, 2025, by 2:00 P.M.**

CITY OF PORTERVILLE REQUEST FOR PROPOSALS FOR CONSULTANT SERVICES FOR ENHANCING ECONOMIC DEVELOPMENT OPERATIONS

The City of Porterville is seeking proposals from qualified consulting firms to assist in enhancing and modernizing the City's economic development operations. The goal is to strengthen the City's capacity to attract and retain businesses, increase investment, expand the local tax base, and promote sustainable job creation while training City staff on best practices in economic development.

The selected consultant will work closely with the City Manager's Office, Community Development Department, and other City divisions to evaluate existing economic development functions, identify operational improvements, and develop strategies that advance a proactive, business-friendly approach to growth and development.

The consultant will also provide targeted staff training to build internal expertise, improve customer service, and establish consistent practices across departments involved in business attraction, retention, and expansion.

Through this effort, the City seeks to:

- Strengthen coordination among departments involved in development and business services;
- Enhance partnerships with local, regional, and state economic development organizations;
- Create a structured and accountable framework for business attraction and retention;
- Establish measurable performance metrics for tracking progress and results; and
- Empower staff with the tools and knowledge necessary to deliver exceptional service to the business community.

Background

The City of Porterville ("City"), California is an incorporated city of 62,934 located in southeastern Tulare County, at the foothills of the picturesque Sierra Nevada Mountain range, located on State Route 65, 165 miles north of Los Angeles and just 17 miles off State Route 99. The City is approximately 17.7 square miles and is situated in the eastern edge of the fertile San Joaquin Valley, an agricultural region of statewide and national importance.

City's Vendor Self-Registration and Notification

Proposal forms and documents may be inspected and electronically downloaded at no cost, at the Public Purchase website, www.publicpurchase.com. No copies of said documents will be provided by the City. No proposal shall be received from an individual or firm that has not accessed the proposal documents from the Public Purchase website. All addenda and

correspondence during the process will be handled electronically through the Public Purchase website. **Questions regarding this request for proposals must be submitted through the Public Purchase website. Proposals must be submitted through the Public Purchase website.**

Scope of Services:

The Consultant will assist the City of Porterville in strengthening its economic development operations, building staff capacity, and supporting the City's goal of attracting and retaining local, regional, and national businesses. The desired outcome is to modernize the City's approach to business recruitment, retention, and expansion while enhancing staff knowledge and skills through targeted training and practical implementation strategies.

Services are expected to include, but are not limited to, the following tasks:

Task 1 – Project Initiation and Organizational Assessment

- Conduct a kickoff meeting with City leadership to establish project goals, deliverables, and communication protocols.
- Review existing economic development policies, programs, and interdepartmental coordination processes.
- Evaluate the City's current structure, staffing, and resources dedicated to economic development.
- Identify internal and external barriers that limit proactive business engagement and recommend strategies to address them.

Task 2 – Retail Recruitment and Business Attraction Strategy

- Develop a retail recruitment strategy to attract local, regional, and national retailers aligned with Porterville's demographics and economic vision.
- Leverage the consultant's professional network to generate qualified business leads and recruit target industries that expand the City's tax base and create jobs.
- Identify key market sectors and potential anchor businesses consistent with the City's land use and downtown revitalization priorities.
- Provide quarterly reports summarizing outreach efforts, prospective tenants, and progress toward recruitment goals.
 - Reports shall include key performance indicators that demonstrate measurable progress toward the City's business recruitment and retention objectives.

Task 3 – Real Estate and Site Readiness Consultation

- Evaluate existing commercial properties and potential development sites for business and retail opportunities.
- Provide guidance on site readiness, zoning, market positioning, and infrastructure

improvements to make Porterville more attractive to investors and tenants.

- Coordinate with property owners, developers, and brokers to prepare marketing materials and development prospectuses.

Task 4 – Business Outreach and Partnership Development

- Serve as a liaison between the City, property owners, developers, and prospective businesses.
- Support the City’s negotiations and business engagement efforts to ensure mutually beneficial and sustainable partnerships.
- Coordinate with local and regional partners including the Porterville Chamber of Commerce, TCAG, the Workforce Investment Board, and the Tulare County Economic Development Corporation to align recruitment efforts and resources.

Task 5 – Staff Training and Best Practices Development

- Design and deliver training for City staff on economic development best practices, customer service, and business retention/expansion strategies.
- Topics may include business outreach, relationship management, site selection support, marketing, grant readiness, and performance tracking.
- Provide written training materials and mentoring recommendations to ensure lasting capacity building within City departments.

Task 6 – Market Analysis and Economic Profile

- Conduct market analysis highlighting Porterville’s demographics, retail trade areas, and economic strengths.
- Identify key opportunities and competitive advantages for targeted industries.
- Develop presentation materials and marketing collateral that can be used by City staff to attract investment and promote the community to prospective businesses.

Task 7 – Implementation Plan and Reporting

- Prepare a clear, phased implementation plan identifying short-, mid-, and long-term actions, responsible parties, and estimated costs.
- Establish measurable performance indicators to track progress toward goals such as increased investment, job creation, and business retention.
- Present findings and recommendations to the City Manager and City Council.

Preliminary Timeline

RFP Announced	October 28, 2025
Deadline for RFP Questions	November 12, 2025
Proposals Due	November 19, 2025
Interviews (if needed)	November 25, 2025
Council Approval	December 2, 2025 or soon thereafter

Proposal Requirements

To be considered responsive, proposals must include all of the following information in the order listed below. Proposals should be clear, concise, and provide sufficient detail to demonstrate the firm's qualifications, understanding of the project, and ability to perform the required services.

1. Cover Letter

- A signed cover letter on company letterhead introducing the firm and identifying the principal contact person and authorized negotiator.
- Include the name, title, email address, phone number, and mailing address of the primary contact.
- The letter should confirm the firm's interest in and commitment to performing the services described in this RFP and acknowledge receipt of any addenda.

2. Firm Qualifications and Experience

- Provide a brief description of the firm, including size, history, areas of expertise, and location of the office that will perform the work.
- Identify experience providing similar consulting services for cities or public agencies, particularly related to economic development, retail recruitment, business retention, staff training, and organizational improvement.
- Highlight familiarity with California economic development practices, real estate market trends, and interagency coordination.
- Include up to three (3) examples of relevant projects, specifying the client, project description, completion date, and outcomes achieved.

3. Project Understanding and Approach

- Demonstrate an understanding of the City's goals to strengthen its economic development operations, attract new business investment, and train staff on best

practices.

- Describe the firm's proposed methodology and work plan for completing the tasks outlined in the Scope of Services.
- Explain the proposed strategies for business attraction, staff capacity-building, and stakeholder coordination.
- Discuss any innovative or technology-based solutions that could support the City's goals (e.g., CRM tools, data dashboards, digital outreach methods).

4. Project Team and Key Personnel

- Provide an organization chart identifying key team members and their roles.
- Include resumes summarizing each individual's experience and qualifications relevant to the Scope of Services.
- Identify the proposed Project Manager and describe their experience managing similar economic development or public-sector consulting projects.
- Identify any subconsultants and their specific roles in the project.

5. Project Schedule

- Provide a detailed project schedule showing key tasks, milestones, deliverables, and estimated completion dates.
- The schedule should reflect the City's anticipated timeline and demonstrate the consultant's capacity to meet deadlines while allowing adequate time for stakeholder engagement and staff training.

6. Cost Proposal (Separate File)

- Provide a detailed cost proposal as a separate PDF file clearly labeled "Cost Proposal."
- Include a breakdown of labor categories, hourly rates, and estimated hours by task.
- Identify all anticipated expenses, including travel, materials, and overhead.
- The total not-to-exceed cost must be clearly stated.
- Costs will be evaluated separately and should not be included in the main technical proposal.

7. References

- Provide at least three (3) references from recent clients (within the past five years) for whom similar economic development or organizational training services were performed.
- Include the client's name, agency, project title, contact person, title, phone number, and email address.

8. Required Forms and Certifications

- Completed and signed forms as provided by the City, including:
 - Non-Collusion Declaration (Exhibit B)
 - Debarment and Suspension Certification (Exhibit C)
 - Acknowledgment of Addenda (Exhibit D)
 - Certification of Insurance (sample or statement of ability to meet City requirements)
 - Business License (if awarded)
- Any additional documents required by the City's standard procurement policies.

9. Insurance Requirements

The City will require the selected consultant to obtain and maintain, at consultant's sole cost and expense, insurance coverage as outlined in the attached Sample Consultant Services Agreement (Exhibit A).

The selected consultant shall maintain said insurance policies in effect during the term of the contract and shall cause all parties to supply services, labor, or materials to maintain insurance in amounts and coverage not less than those specified in the attached Sample Consultant Services Agreement (Exhibit A).

The selected consultant shall file certifications of this insurance, including all applicable endorsements, with the City prior to commencement of its performance under this agreement. The consultant must maintain adequate levels of insurance throughout the duration of the agreement.

10. Indemnity and Harmless Clause

The City will require the selected consultant to hold harmless, defend and indemnify the City, their officers, employees and agents from any liability, claims, actions, costs, damages or losses, for injury, including death to any person, or damage to any property arising out of the consultant's services, in accordance with the indemnity language included in the Sample Consultant Services Agreement (Exhibit A).

11. Ineligible Bidders

Each consultant must certify that it is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions. Exhibit C must be properly completed and submitted with the proposal.

12. Title VI of the Civil Rights Act of 1964

The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.

13. Equal Employment Opportunity

In connection with the performance of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Proposal Format

- Proposals shall not exceed 25 pages, excluding the cover letter, resumes, and required forms.
- All addenda and correspondence during the process will be handled electronically through the Public Purchase website.
- Questions regarding this request for proposals must be submitted through the Public Purchase website.
- Proposals must be submitted through the Public Purchase website.
- Late or incomplete submissions will not be considered. Proposers are responsible for confirming electronic delivery prior to the deadline.

Evaluation Criteria

Proposals will be evaluated by a selection committee composed of City staff and, if necessary, external advisors with expertise in economic development, business recruitment, and organizational development. The committee will review and score each proposal in accordance with the criteria listed below.

The City reserves the right to request additional information, conduct interviews, and negotiate with one or more firms prior to recommending a contract award.

Criteria	Points
Understanding of City Objectives	20
Project Approach and Methodology	25
Qualifications and Experience	20
Key Personnel and Resources	15
Cost Proposal	10

Reference and Past Performance	10
Subtotal	100
Local Firm*	5
Total Possible Points (RFP)	105
Total Possible Points (Interview)	100

* Local Firms are required to meet both the following: 1) Have a local business office in Tulare County; and 2) at least 51% of the work to be conducted by employees in the local office.

Selection Process

1. **Initial Review:** The City will review all proposals for completeness and adherence to the submission requirements. Incomplete proposals may be deemed non-responsive.
2. **Evaluation and Scoring:** The selection committee will evaluate written proposals using the criteria above.
3. **Interviews (if necessary):** Top-ranked firms may be invited to participate in an interview to discuss their proposal and approach in greater detail.
4. **Final Selection:** Following evaluation and interviews, the committee will recommend the firm that best meets the City's needs.
5. **Award:** The City will negotiate a professional services agreement with the highest-ranked firm. If negotiations are unsuccessful, the City reserves the right to begin negotiations with the next highest-ranked firm.

City Rights and Reservations

The City of Porterville reserves the right to reject any or all proposals, waive any informality or irregularity, and accept the proposal that is deemed most advantageous to the City. The City also reserves the right to request additional information or clarifications, conduct interviews, and negotiate final terms and pricing prior to award.

EXHIBIT A
CITY OF PORTERVILLE
AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, between the City of Porterville, a municipal corporation, hereinafter referred to as "City" and _____, hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **SCOPE OF SERVICES.** Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" and made a part hereof. Consultant shall perform all of these services to the satisfaction of the City. Consultant represents and warrants that it has the qualifications, experience, licenses and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law.
2. **STATUS OF CONSULTANT.** Consultant is, and shall at all times, remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement.
3. **CONSULTANT KNOWLEDGE OF APPLICABLE LAWS.** Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.
4. **PERSONNEL.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set

forth in this Agreement.

Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

5. **COMPENSATION AND METHOD OF PAYMENT.** Compensation and reimbursement to the Consultant shall be as set forth in Exhibit A attached hereto and made a part hereof. The total compensation, including reimbursement for actual expenses, shall not exceed \$_____ unless additional compensation is approved in writing by the City Council or City Manager. Payments shall be made within thirty (30) days after receipt of each invoice as to non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant in (thirty) 30 days of receipt of an invoice of any disputed fees set forth on the invoice.
6. **ADDITIONAL SERVICES OF CONSULTANT.** Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said additional services.
7. **ASSIGNMENT.** The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer any of portion this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
8. **FACILITIES AND RECORDS.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City, or its designees, at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow

inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of five years after receipt of final payment.

9. TERMINATION OF AGREEMENT. This Agreement will commence on _____, ____ and shall terminate on _____, _____, unless otherwise extended by written agreement of the parties. This Agreement may be terminated with or without cause by either party upon ten (10) days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.
10. COOPERATION BY CITY. All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.
11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.
12. RELEASE OF INFORMATION. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

If Consultant or any of its officers, employees, Consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including the City's attorney's fees.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition,

request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. CONFLICTS OF INTEREST. Consultant covenants that neither Consultant nor any officer or principal of Consultant's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services herein. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by Consultant as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. If required by the City Manager, Consultant's principles, officers, employees or agents shall file disclosure statements pursuant to the Political Reform Act, Government Code Section 87200.

City understands and acknowledges that Consultant is, as of the effective date of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section, unless otherwise required by law.

14. DEFAULT. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to the Consultant. Default shall mean any failure to comply with any covenant, condition or term of this Agreement.
15. INDEMNIFICATION. **To the fullest extent permitted by law**, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, employees, agents and volunteers ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the CONSULTANT's performance of its obligations under this agreement or out of the operations conducted by CONSULTANT, including the CITY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT's performance of this agreement, CONSULTANT shall provide a defense to the City Indemnitees, or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonably legal counsels' fees, incurred in defense of such claims.

If pursuant to this agreement, CONSULTANT is providing design professional services, the above paragraph and any provisions, clauses, covenants, and agreements contained in, collateral to, or affecting this agreement, that purports to indemnify, including the duty and the cost to defend, the indemnitee by a design professional against liability for claims against the indemnitee, shall be unenforceable, except to the extent that the claims against the indemnitee arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. This section shall not be waived or modified by contractual agreement, act, or omission of the parties. Contractual provisions, clauses, covenants, or agreements not expressly prohibited herein are reserved to the agreement of the parties.

For purposes of this section, "design professional" includes all of the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

The provisions of this section pertaining to the duty and cost to defend shall not apply to either of the following:

- A. Any contract for design professional services, or amendments thereto, where a project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis.

- B. A design professional who is a party to a written design-build joint venture agreement.
16. INSURANCE. The Consultant agrees to maintain in force at all times the following insurance with a current A.M. Best's rating of no less than A:VII:
- A. Worker's Compensation insurance covering employees of the Consultant in such amounts as required by law.
 - B. Commercial General Liability insurance in the amount of Two Million Dollars (\$2,000,000), naming the City as an additional insured.
 - C. Professional liability insurance in an amount of Two Million Dollars (\$2,000,000).
 - D. Errors and Omissions liability insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence.
 - E. Automobile liability insurance in the amount of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage.
 - F. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall reduce or eliminate such deductible or self-insured retentions as respects the City, its officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - G. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The City, its officers, officials, employees and volunteers to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - 2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Consultant, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City,

its officers, officials, employees or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after (30) day's prior written notice by Certified Mail, Return Receipt Requested, has been given to the City.
 - H. Consultant shall furnish the City Clerk annually with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications in the form of a Certificate of Insurance.
17. NON-DISCRIMINATION CLAUSE. Consultant shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition, marital status, or any other classification protected by law in connection with or related to the performance of this Agreement and shall comply with the provisions of the State Fair Employment Practices Act as set forth in Part 4.5 of the Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88- 352, and all amendments thereto; Executive Order No. 11246; and all administrative rules and regulations issued pursuant to such acts and order.
 18. FEDERAL IMMIGRATION AND NATIONALITY ACT. To the extent required by all applicable laws, Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act. Should Consultant so employ unauthorized persons for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized persons, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.
 19. ENTIRE AGREEMENT. This Agreement is the complete, final, entire, and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and

binding.

20. NO PRESUMPTION RE: DRAFTER. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, the parties agree that it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
21. ASSISTANCE OF COUNSEL. Each party to this Agreement warrants to each other party, as follows:
 - A. That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this Agreement, and all related documents; and
 - B. That each party has lawfully authorized the execution of this Agreement.
22. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. This Agreement is entered into and is to be performed in Tulare County, California.
23. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.
24. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that they have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.
25. NOTICES. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, or sent by facsimile and certified mail, postage prepaid and return receipt requested, on the party to be notified, addressed as follows:

To City

Attention:
City of Porterville
291 N Main St.

To Consultant

Attention: Consultant Contact
Consultant Name
Consultant Mailing Address

Porterville, CA 93257

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

26. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.
27. MEDIATION. In the event of a dispute between the parties, and prior to the commencement of any litigation, the parties agree to engage in good faith efforts to mediate the dispute, and to mutually agree on a mediator for that purpose.
28. ATTORNEYS' FEES. If any litigation is commenced between the parties to this Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

City of Porterville

Consultant Name

Greg Meister, Mayor

Name, Title

EXHIBIT B
CITY OF PORTERVILLE
NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

PROJECT: Consultant Services for Enhancing Economic Development Operations
RFP No.: 25/26-SRXXXX

DECLARATION

I, _____, declare as follows:

That I am the _____ (Title) of _____ (Firm Name), the party making the foregoing proposal submitted in response to the City of Porterville Request for Proposals identified above; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner sought by collusion to secure any advantage over any other proposer or over the City of Porterville; and that all statements contained in the proposal are true and correct.

I further declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20, at _____, California.

Firm Name: _____

Business Address: _____

Signature: _____

Printed Name: _____

Title: _____

Email: _____

Phone: _____

Note: This declaration must be signed and submitted with the proposal. Failure to include a signed Non-Collusion Declaration will render the proposal non-responsive.

EXHIBIT C
CITY OF PORTERVILLE
DEBARMENT AND SUSPENSION CERTIFICATION
(TITLE 49, CFR PART 29)

The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

Has not been suspended debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

Does not have a proposed debarment pending; and

Has not been indicated, convicted, or has a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exception to this certification, insert the exceptions in the following space.

I further declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20, at _____, California.

Firm Name: _____

Signature: _____

Printed Name: _____

Title: _____

EXHIBIT D
CITY OF PORTERVILLE
ACKNOWLEDGMENT OF ADDENDA

PROJECT: Consultant Services for Enhancing Economic Development Operations
RFP No.: 25/26-SRXXXX

INSTRUCTIONS TO PROPOSERS

This form must be completed and submitted with your proposal to acknowledge receipt of all addenda issued for this Request for Proposals (RFP). Failure to acknowledge all addenda may render the proposal non-responsive.

It is the proposer's responsibility to verify that all addenda have been received prior to submission.

ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following addenda related to this RFP:

Addendum Number	Date Received	Initials
Addendum No. 1	_____	_____
Addendum No. 2	_____	_____
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____

If no addenda were issued, check the box below:

☐ No addenda were issued for this RFP.

PROPOSER INFORMATION

Firm Name: _____

Address: _____

City, State, ZIP: _____

Phone: _____

Email: _____

Authorized Representative (Print Name): _____

Title: _____

Signature: _____

Date: _____

Note: This completed form must be submitted with the proposal.



**CITY OF PORTERVILLE
REQUEST FOR PROPOSALS (RFP)
RFP # 25/26-SRXXXX**

**Consultant Services for Streamlining Planning
Operations and Development Review Processes**

Submit Questions or Comments by
November 12, 2025, by 2:00 P.M.

RFP SUBMITTAL DEADLINE
November 19, 2025, by 2:00 P.M.

CITY OF PORTERVILLE REQUEST FOR PROPOSALS FOR CONSULTANT SERVICES FOR STREAMLINING PLANNING OPERATIONS AND DEVELOPMENT REVIEW PROCESSES

The City of Porterville is seeking proposals from qualified consulting firms to assist in evaluating, modernizing, and streamlining the City's planning and development review processes. The goal is to improve customer service, reduce processing times, and enhance coordination across departments to better support economic development and the City's business-friendly improvement strategy.

The selected consultant will work closely with the Community Development Department and other City divisions involved in the development review process to identify operational bottlenecks, improve internal and external communication, and develop actionable recommendations that strengthen efficiency, transparency, and accountability.

The consultant will conduct a comprehensive assessment of current procedures, technology systems, staffing alignment, and workflow processes and will provide the City with a clear, phased implementation plan designed to achieve measurable results and long-term sustainability.

Background

The City of Porterville ("City"), California is an incorporated city of 62,934 located in southeastern Tulare County, at the foothills of the picturesque Sierra Nevada Mountain range, located on State Route 65, 165 miles north of Los Angeles and just 17 miles off State Route 99. The City is approximately 17.7 square miles and is situated in the eastern edge of the fertile San Joaquin Valley, an agricultural region of statewide and national importance.

City's Vendor Self-Registration and Notification

Proposal forms and documents may be inspected and electronically downloaded at no cost, at the Public Purchase website, www.publicpurchase.com. No copies of said documents will be provided by the City. No proposal shall be received from an individual or firm that has not accessed the proposal documents from the Public Purchase website. All addenda and correspondence during the process will be handled electronically through the Public Purchase website. **Questions regarding this request for proposals must be submitted through the Public Purchase website. Proposals must be submitted through the Public Purchase website.**

Scope of Services:

The Consultant will assist the City of Porterville in evaluating, modernizing, and streamlining its planning and development review processes to enhance customer service, reduce processing times, and support the City's business-friendly improvement strategy. Services are expected to include, but are not limited to, the following tasks:

Task 1 – Project Initiation and Background Review

- Conduct a kickoff meeting with City staff to establish goals, deliverables, and communication protocols.
- Review existing planning processes, forms, procedures, checklists, and applicable ordinances.
- Evaluate the organization, staffing, and interdepartmental coordination within Community Development and related departments (Engineering, Fire, Public Works, etc.).
- Review relevant state and local mandates that impact permitting and development review timelines.

Task 2 – Process Mapping and Workflow Analysis

- Document current workflows for planning entitlement, plan review, and permitting functions.
- Identify areas of duplication, unnecessary handoffs, and inefficiencies.
- Map customer touchpoints, approval timelines, and communication channels.
- Evaluate the integration of digital tools (e.g., permit tracking systems, GIS, electronic plan review).

Task 3 – Benchmarking and Best Practices

- Compare Porterville’s planning operations and timelines with peer cities of similar size and complexity.
- Identify best practices in development review, customer service, and process efficiency.
- Evaluate technology platforms and digital permitting tools that could improve transparency and accountability.

Task 4 – Recommendations and Implementation Strategy

- Develop actionable recommendations to streamline planning operations, including:
 - Workflow and organizational improvements;
 - Policy and procedural updates;
 - Staffing and resource alignment;
 - Technology and data management enhancements;
 - Performance metrics and reporting mechanisms.
- Provide a phased implementation plan identifying short-, mid-, and long-term actions.
- Identify potential costs, staffing implications, and return on investment for each recommendation.

Task 5 – Stakeholder and Community Engagement

- Conduct interviews or focus groups with internal and external stakeholders (staff, applicants, developers, community representatives).
- Summarize feedback on service delivery, communication, and opportunities for improvement.
- Present draft findings and recommendations to the City Council, as directed.

Task 6 – Final Report and Presentation

- Prepare a comprehensive final report summarizing findings, analyses, and recommendations.
- Deliver a clear, actionable implementation roadmap with measurable outcomes and performance indicators.
- Present final recommendations to the City Manager and City Council.

Preliminary Timeline

RFP Announced	October 28, 2025
Deadline for RFP Questions	November 12, 2025
Proposals Due	November 19, 2025
Interviews (if needed)	November 25, 2025
Council Approval	December 2, 2025 or soon thereafter

Proposal Requirements

To be considered responsive, proposals must include all of the following information in the order listed below. Proposals should be clear, concise, and provide sufficient detail to demonstrate the firm's qualifications, understanding of the project, and ability to perform the required services.

1. Cover Letter

- A signed cover letter on company letterhead introducing the firm and identifying the principal contact person and authorized negotiator.
- Include the name, title, email address, phone number, and mailing address of the primary contact.
- The letter should confirm the firm's interest in and commitment to performing the services described in this RFP.

2. Firm Qualifications and Experience

- Provide a brief description of the firm, including size, history, areas of expertise, and location of the office that will perform the work.
- Identify experience providing similar consulting services for cities or public agencies, particularly related to process improvement, organizational analysis, and planning/development streamlining.
- Highlight knowledge of California planning laws, CEQA, and local government operations.
- Include up to three (3) examples of relevant projects, with client names, project descriptions, completion dates, and references.

3. Project Understanding and Approach

- Demonstrate an understanding of the City's goals to streamline planning operations and enhance a business-friendly environment.
- Describe the firm's proposed approach, methodology, and work plan for completing the tasks outlined in the Scope of Services.
- Identify key process improvement tools or techniques (e.g., Lean Six Sigma, workflow mapping, performance metrics, customer service models).
- Discuss any innovative or technology-based solutions to improve permit tracking, communication, or efficiency.

4. Project Team and Key Personnel

- Provide an organization chart identifying key team members and their roles.
- Include resumes summarizing each individual's experience and qualifications.
- Identify the proposed Project Manager and describe their availability, authority, and responsibility for day-to-day management of the project.
- Identify any subconsultants and their specific roles.

5. Project Schedule

- Provide a detailed project schedule showing key tasks, milestones, deliverables, and estimated completion dates.
- The schedule should reflect the City's anticipated timeline and demonstrate the consultant's capacity to meet deadlines.

6. Cost Proposal (Separate File)

- Provide a detailed cost proposal as a separate PDF clearly labeled "Cost Proposal."
- Include a breakdown of labor categories, hourly rates, and estimated hours by task.
- Identify all anticipated expenses, including travel, printing, and overhead.

- The total not-to-exceed cost must be clearly stated.
- Costs will be evaluated separately and should not be included in the main technical proposal.

7. References

- Provide at least three (3) references from recent clients (within the past five years) for whom similar services were performed.
- Include the client's name, agency, project title, contact person, title, phone number, and email address.

8. Required Forms and Certifications

- Completed and signed forms as provided by the City, including:
 - Non-Collusion Declaration (Exhibit B)
 - Debarment and Suspension Certification (Exhibit C)
 - Acknowledgment of Addenda (Exhibit D)
 - Certification of Insurance (sample or statement of ability to meet City requirements)
 - Business License (if awarded)
- Any additional documents required by the City's standard procurement policies.

9. Insurance Requirements

The City will require the selected consultant to obtain and maintain, at consultant's sole cost and expense, insurance coverage as outlined in the attached Sample Consultant Services Agreement (Exhibit A).

The selected consultant shall maintain said insurance policies in effect during the term of the contract and shall cause all parties to supply services, labor, or materials to maintain insurance in amounts and coverage not less than those specified in the attached Sample Consultant Services Agreement (Exhibit A).

The selected consultant shall file certifications of this insurance, including all applicable endorsements, with the City prior to commencement of its performance under this agreement. The consultant must maintain adequate levels of insurance throughout the duration of the agreement.

10. Indemnity and Harmless Clause

The City will require the selected consultant to hold harmless, defend and indemnify the City, their officers, employees and agents from any liability, claims, actions, costs, damages or losses, for injury, including death to any person, or damage to any property arising out of the

consultant's services, in accordance with the indemnity language included in the Sample Consultant Services Agreement (Exhibit A).

11. Ineligible Bidders

Each consultant must certify that it is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions. Exhibit C must be properly completed and submitted with the proposal.

12. Title VI of the Civil Rights Act of 1964

The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.

13. Equal Employment Opportunity

In connection with the performance of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Proposal Format

- Proposals shall not exceed 25 pages, excluding the cover letter, resumes, and required forms.
- All addenda and correspondence during the process will be handled electronically through the Public Purchase website.
- Questions regarding this request for proposals must be submitted through the Public Purchase website.
- Proposals must be submitted through the Public Purchase website.
- Late or incomplete submissions will not be considered. Proposers are responsible for confirming electronic delivery prior to the deadline.

Evaluation Criteria

Proposals will be evaluated by a selection committee composed of City staff and, if necessary, external advisors with expertise in planning, development services, and process improvement. The committee will review and score each proposal in accordance with the evaluation criteria listed below.

The City of Porterville reserves the right to reject any or all proposals, to waive any informalities or irregularities in the proposals received, and to accept the proposal that, in the judgment of the City, is in the best interest of the City.

Criteria	Points
Understanding of City Objectives	20
Project Approach and Methodology	25
Qualifications and Experience	20
Key Personnel and Resources	15
Cost Proposal	10
Reference and Past Performance	10
Subtotal	100
Local Firm*	5
Total Possible Points (RFP)	105
Total Possible Points (Interview)	100

* Local Firms are required to meet both the following: 1) Have a local business office in Tulare County; and 2) at least 51% of the work to be conducted by employees in the local office.

Selection Process

1. **Initial Review:** The City will review all proposals for completeness and adherence to the submission requirements. Incomplete proposals may be deemed non-responsive.
2. **Evaluation and Scoring:** The selection committee will evaluate written proposals using the criteria above.
3. **Interviews (if necessary):** Top-ranked firms may be invited to participate in an interview to discuss their proposal and approach in greater detail.
4. **Final Selection:** Following evaluation and interviews, the committee will recommend the firm that best meets the City's needs.
5. **Award:** The City will negotiate a professional services agreement with the highest-ranked firm. If negotiations are unsuccessful, the City reserves the right to begin negotiations with the next highest-ranked firm.

City Rights and Reservations

The City of Porterville reserves the right to reject any or all proposals, waive any informality or irregularity, and accept the proposal that is deemed most advantageous to the City. The City also reserves the right to request additional information or clarifications, conduct interviews, and negotiate final terms and pricing prior to award.

EXHIBIT A
CITY OF PORTERVILLE
AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, between the City of Porterville, a municipal corporation, hereinafter referred to as "City" and _____, hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **SCOPE OF SERVICES.** Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" and made a part hereof. Consultant shall perform all of these services to the satisfaction of the City. Consultant represents and warrants that it has the qualifications, experience, licenses and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law.
2. **STATUS OF CONSULTANT.** Consultant is, and shall at all times, remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement.
3. **CONSULTANT KNOWLEDGE OF APPLICABLE LAWS.** Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.
4. **PERSONNEL.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set

forth in this Agreement.

Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

5. **COMPENSATION AND METHOD OF PAYMENT.** Compensation and reimbursement to the Consultant shall be as set forth in Exhibit A attached hereto and made a part hereof. The total compensation, including reimbursement for actual expenses, shall not exceed \$_____ unless additional compensation is approved in writing by the City Council or City Manager. Payments shall be made within thirty (30) days after receipt of each invoice as to non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant in (thirty) 30 days of receipt of an invoice of any disputed fees set forth on the invoice.
6. **ADDITIONAL SERVICES OF CONSULTANT.** Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said additional services.
7. **ASSIGNMENT.** The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer any of portion this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
8. **FACILITIES AND RECORDS.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City, or its designees, at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow

inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of five years after receipt of final payment.

9. TERMINATION OF AGREEMENT. This Agreement will commence on _____, ____ and shall terminate on _____, _____, unless otherwise extended by written agreement of the parties. This Agreement may be terminated with or without cause by either party upon ten (10) days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.
10. COOPERATION BY CITY. All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.
11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.
12. RELEASE OF INFORMATION. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

If Consultant or any of its officers, employees, Consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including the City's attorney's fees.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition,

request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. CONFLICTS OF INTEREST. Consultant covenants that neither Consultant nor any officer or principal of Consultant's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services herein. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by Consultant as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. If required by the City Manager, Consultant's principles, officers, employees or agents shall file disclosure statements pursuant to the Political Reform Act, Government Code Section 87200.

City understands and acknowledges that Consultant is, as of the effective date of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section, unless otherwise required by law.

14. DEFAULT. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to the Consultant. Default shall mean any failure to comply with any covenant, condition or term of this Agreement.
15. INDEMNIFICATION. **To the fullest extent permitted by law**, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, employees, agents and volunteers ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the CONSULTANT's performance of its obligations under this agreement or out of the operations conducted by CONSULTANT, including the CITY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT's performance of this agreement, CONSULTANT shall provide a defense to the City Indemnitees, or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonably legal counsels' fees, incurred in defense of such claims.

If pursuant to this agreement, CONSULTANT is providing design professional services, the above paragraph and any provisions, clauses, covenants, and agreements contained in, collateral to, or affecting this agreement, that purports to indemnify, including the duty and the cost to defend, the indemnitee by a design professional against liability for claims against the indemnitee, shall be unenforceable, except to the extent that the claims against the indemnitee arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. This section shall not be waived or modified by contractual agreement, act, or omission of the parties. Contractual provisions, clauses, covenants, or agreements not expressly prohibited herein are reserved to the agreement of the parties.

For purposes of this section, "design professional" includes all of the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

The provisions of this section pertaining to the duty and cost to defend shall not apply to either of the following:

- A. Any contract for design professional services, or amendments thereto, where a project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis.

- B. A design professional who is a party to a written design-build joint venture agreement.
16. INSURANCE. The Consultant agrees to maintain in force at all times the following insurance with a current A.M. Best's rating of no less than A:VII:
- A. Worker's Compensation insurance covering employees of the Consultant in such amounts as required by law.
 - B. Commercial General Liability insurance in the amount of Two Million Dollars (\$2,000,000), naming the City as an additional insured.
 - C. Professional liability insurance in an amount of Two Million Dollars (\$2,000,000).
 - D. Errors and Omissions liability insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence.
 - E. Automobile liability insurance in the amount of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage.
 - F. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall reduce or eliminate such deductible or self-insured retentions as respects the City, its officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - G. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The City, its officers, officials, employees and volunteers to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - 2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Consultant, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City,

its officers, officials, employees or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after (30) day's prior written notice by Certified Mail, Return Receipt Requested, has been given to the City.
 - H. Consultant shall furnish the City Clerk annually with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications in the form of a Certificate of Insurance.
17. NON-DISCRIMINATION CLAUSE. Consultant shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition, marital status, or any other classification protected by law in connection with or related to the performance of this Agreement and shall comply with the provisions of the State Fair Employment Practices Act as set forth in Part 4.5 of the Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88- 352, and all amendments thereto; Executive Order No. 11246; and all administrative rules and regulations issued pursuant to such acts and order.
 18. FEDERAL IMMIGRATION AND NATIONALITY ACT. To the extent required by all applicable laws, Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act. Should Consultant so employ unauthorized persons for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized persons, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.
 19. ENTIRE AGREEMENT. This Agreement is the complete, final, entire, and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and

binding.

20. NO PRESUMPTION RE: DRAFTER. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, the parties agree that it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
21. ASSISTANCE OF COUNSEL. Each party to this Agreement warrants to each other party, as follows:
 - A. That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this Agreement, and all related documents; and
 - B. That each party has lawfully authorized the execution of this Agreement.
22. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. This Agreement is entered into and is to be performed in Tulare County, California.
23. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.
24. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that they have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.
25. NOTICES. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, or sent by facsimile and certified mail, postage prepaid and return receipt requested, on the party to be notified, addressed as follows:

To City

Attention:
City of Porterville
291 N Main St.

To Consultant

Attention: Consultant Contact
Consultant Name
Consultant Mailing Address

Porterville, CA 93257

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

26. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.
27. MEDIATION. In the event of a dispute between the parties, and prior to the commencement of any litigation, the parties agree to engage in good faith efforts to mediate the dispute, and to mutually agree on a mediator for that purpose.
28. ATTORNEYS' FEES. If any litigation is commenced between the parties to this Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

City of Porterville

Consultant Name

Greg Meister, Mayor

Name, Title

EXHIBIT B
CITY OF PORTERVILLE
NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

PROJECT: Consultant Services for Streamlining Planning Operations and Development Review Processes

RFP No.: 25/26-SRXXXX

DECLARATION

I, _____, declare as follows:

That I am the _____ (Title) of _____ (Firm Name), the party making the foregoing proposal submitted in response to the City of Porterville Request for Proposals identified above; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner sought by collusion to secure any advantage over any other proposer or over the City of Porterville; and that all statements contained in the proposal are true and correct.

I further declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20, at _____, California.

Firm Name: _____

Business Address: _____

Signature: _____

Printed Name: _____

Title: _____

Email: _____

Phone: _____

Note: This declaration must be signed and submitted with the proposal. Failure to include a signed Non-Collusion Declaration will render the proposal non-responsive.

EXHIBIT C
CITY OF PORTERVILLE
DEBARMENT AND SUSPENSION CERTIFICATION
(TITLE 49, CFR PART 29)

The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

Has not been suspended debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

Does not have a proposed debarment pending; and

Has not been indicated, convicted, or has a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exception to this certification, insert the exceptions in the following space.

I further declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20, at _____, California.

Firm Name: _____

Signature: _____

Printed Name: _____

Title: _____

EXHIBIT D
CITY OF PORTERVILLE
ACKNOWLEDGMENT OF ADDENDA

PROJECT: Consultant Services for Streamlining Planning Operations and Development Review Processes
RFP No.: 25/26-SRXXXX

INSTRUCTIONS TO PROPOSERS

This form must be completed and submitted with your proposal to acknowledge receipt of all addenda issued for this Request for Proposals (RFP). Failure to acknowledge all addenda may render the proposal non-responsive.

It is the proposer's responsibility to verify that all addenda have been received prior to submission.

ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following addenda related to this RFP:

Addendum Number	Date Received	Initials
Addendum No. 1	_____	_____
Addendum No. 2	_____	_____
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____

If no addenda were issued, check the box below:

☐ No addenda were issued for this RFP.

PROPOSER INFORMATION

Firm Name: _____

Address: _____

City, State, ZIP: _____

Phone: _____

Email: _____

Authorized Representative (Print Name): _____

Title: _____

Signature: _____

Date: _____

Note: This completed form must be submitted with the proposal.



CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Authorization to Approve Lease Amendment – American Tower, 500 Newcomb Street

SOURCE: City Manager's Office

COMMENT: In 2008, the City of Porterville entered into a Land Lease Agreement with Fresno MSA Limited Partnership, doing business as Verizon Wireless, for a portion of City-owned property located at 500 Newcomb Street, identified as Assessor's Parcel Numbers 251-010-001 and 251-020-001. The lease authorized the construction and operation of a communications facility on a 2,700 square foot parcel together with ingress, egress, and utility easements.

The original lease established an initial five-year term with annual rent of \$21,600, payable in advance, and included four automatic five-year extensions with scheduled rent increases ranging from \$23,760 to \$31,624.56 annually. Beyond these scheduled extensions, the agreement contemplated unlimited five-year renewals at a rate equal to 115 percent of the rent in the immediately preceding term. The agreement further authorized the lessee to install and maintain communications facilities subject to required approvals, provided rights of ingress and utilities, and included provisions for indemnification, insurance, right of first refusal, removal of improvements at the end of the term, and other customary conditions.

American Towers LLC, as successor in interest to Verizon Wireless, has requested an amendment to the lease. The proposed amendment does not change the rent structure or escalation provisions, but extends the lease by adding seven additional five-year renewal terms, establishing a final expiration date of April 30, 2068. In addition, American Towers LLC has agreed to provide the City with a one-time payment of \$20,000 upon execution of the amendment. No other substantive provisions of the lease are being modified.

Approval of the amendment will preserve the City's established rental revenue stream for the extended lease period while adding a one-time payment of \$20,000. Revenues derived from this agreement will continue to be deposited into the City's General Fund unless otherwise directed by the City Council.

RECOMMENDATION:

That the City Council:

1. Approve the First Amendment to the Land Lease Agreement with American Towers LLC., for the property located at 500 Newcomb Street in Porterville;
2. Authorize the Mayor to execute the amendment on behalf of the City, subject to final review and approval by the City Attorney; and
3. Authorize the Finance Department to accept and record the one-time payment together with continuing rental revenues in the appropriate accounts.

ATTACHMENTS:

1. 2008 Land Lease Agreement
2. American Tower Proposal
3. Draft First Amendment Land Lease Agreement

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

LAND LEASE AGREEMENT

This Agreement, made this 27th day of March, 2008, between City of Porterville, a municipal corporation, with its principal offices located at 291 North Main Street, Porterville, California 93257, Social Security #/Tax ID# _____, hereinafter designated LESSOR and Fresno MSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 500 Newcomb Street, Porterville, Tulare County, California, and being described as a 30' by 90' parcel containing 2,700 square feet (the "Land Space"), together with the non exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks over or along a fifteen (15) foot wide right of way extending from the nearest public right of way, Newcomb Street, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of Tulare County as Assessor's Parcel Numbers 251-010-001 and 251-020-001.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right of way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-One Thousand Six Hundred Dollars (\$21,600.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (whichever is applicable, the "Commencement Date").

LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Twenty-Three Thousand Seven Hundred and Sixty Dollars (\$23,760.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to Twenty-Six Thousand One Hundred and Thirty-Six Dollars (\$26,136.00); the annual rental for the third (3rd) five (5) year extension term shall be increased to Twenty-Eight Thousand Seven Hundred and Forty-Nine and 60/100 Dollars (\$28,749.60); and the annual rental for the fourth (4th) five (5) year extension term shall be increased to Thirty-One Thousand Six Hundred Twenty-Four and 56/100 Dollars (\$31,624.56).

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for subsequent, unlimited terms of five (5) years thereafter, until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to one hundred fifteen percent (115%) of the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above.

LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. INDEMNIFICATION. Subject to Paragraph 9 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE.

(a) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

(b) LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 8 and 28, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or

interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 32 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

14. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 13 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 13 and this Paragraph 14, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 13 shall be increased to one hundred and ten percent (110%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

15. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

17. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

18. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and

enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

21. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto. LESSOR hereby acknowledges that LESSEE contemplates entering into a sublease agreement with I-Mobile.

22. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Porterville
291 North Main Street
Porterville, California 93257

LESSEE: Fresno MSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

23. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

24. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor in interest or Purchaser will (i) honor all of the terms of the Agreement, (ii) fulfill LESSOR's obligations under the Agreement, and (iii) promptly cure all of the then existing LESSOR defaults under the Agreement. Such Non Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Property, (iii) agrees to give Lender copies of whatever notices of default LESSEE must give LESSOR, (iv) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR, (v) agrees to not pay rent more than one month, or one year in the event the rent is paid annually, in advance and (vi) agrees that no material modification or material amendment of the Agreement will be binding on Lender unless it has been consented to in writing by Lender. LESSOR and LESSEE agree that, for the purposes of this Paragraph 24, nonmaterial amendments or modifications shall include, but shall not be limited to, the following: (i) any extension of the term of the Agreement, (ii) any addition to, alteration, modification, or replacement of LESSEE's equipment, (iii) any relocation of LESSEE's equipment, (iv) any increase in the rent, and (v) any decrease in the rent, provided however, that such an amendment shall become material should the decrease in rent result in rent lower than the amount then prescribed by the unamended Agreement. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

25. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

26. DEFAULT

(a) In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

(b) In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

27. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay

LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

28. ENVIRONMENTAL

(a) LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

(b) LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

30. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to

disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

31. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

32. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

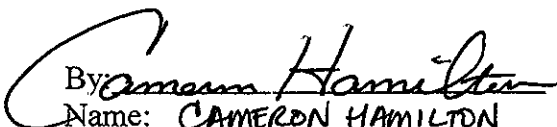
34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

WEST PORTERVILLE
SITE NUMBER: 115319
ATTY/DATE

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

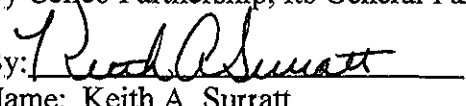
LESSOR:

City of Porterville, a municipal corporation

By: 
Name: CAMERON HAMILTON
Title: MAYOR
Date: 1-15-08

LESSEE:

Fresno MSA Limited Partnership
d/b/a Verizon Wireless
By Celco Partnership, Its General Partner

By: 
Name: Keith A. Surratt
Title: West Area Vice President - Network
Date: 3/27/08

WEST PORTERVILLE
SITE NUMBER: 115319
ATTY/DATE

Exhibit "A"
(Sketch of Premises within Property Attached)

REAL PROPERTY IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:

LOTS 75 & 76 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 34 OF MAPS, TULARE COUNTY RECORDS.

EXCEPTING THE WEST 40 FEET OF SAID LOT 25.

MEMO: BY ORDER OF BOARD OF SUPERVISORS OF TULARE COUNTY, THE EAST 10 FEET AND THE WEST 10 FEET OF GRAND AVENUE LYING BETWEEN LOTS 78 AND 79 WAS ABANDONED.

PROPOSED VERIZON WIRELESS DENIED PREMISE DESCRIPTION:

SEE SHEET C-2

NOTES

OWNER: CITY OF PORTSMOUTH

APR: 251-010-001 AND 251-020-001

THE INFORMATION SHOWN HEREON IS BASED UPON A FIELD SURVEY AND A COMPILATION OF AVAILABLE RECORD AND TITLE INFORMATION. UNLESS NOTED OTHERWISE, PROPERTY LINES ARE DERIVED FROM RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY.

THE EASEMENTS (IF ANY) THAT APPEAR ON THIS MAP HAVE BEEN PLOTTED BASED SOLELY ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT BY: FIRST AMERICAN TITLE COMPANY, ORDER NO. 5401-1529152 4TH UPDATE, DATED NOVEMBER 7, 2007.

THE UNDERGROUND UTILITIES (IF ANY) THAT APPEAR ON THIS MAP HAVE BEEN LOCATED BY FIELD OBSERVATION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.

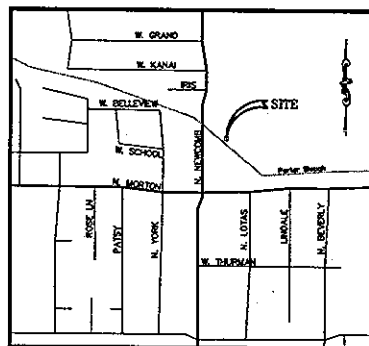
THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD RISK MAP FOR COMMUNITY NO. 060407, PANEL NO. 00100, DATED OCTOBER 15, 1985, SHOWS THAT THE LOCATION OF THIS SITE FALLS WITHIN ZONE C, WHICH IS OUTSIDE THE PUBLISHED 100 YEAR FLOOD PLAIN.

THE LATITUDE AND LONGITUDE AT THE SHOWN LOCATION WAS
DETERMINED BY OP'S OBSERVATIONS.

LAT. 38°04'27.9" N. KAD 83
LONG. 118°03'08.9" W. KAD 83
ELEV. 433.9 NAVD 88 (BASIS OF DRAUGHT)

LAT. 38°04'28.0" N. MAG 27
LONG. 119°05'03.5" W. MAG 27
ELEV. 433.8 MEO 29

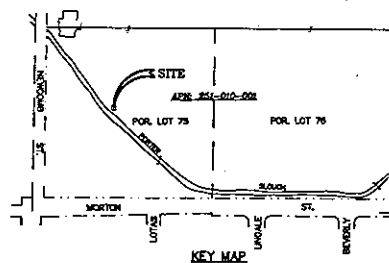
The information shown above meets or exceeds the requirements set forth in FAA order 8260.19c for 3-A accuracy ($\pm 15'$ horizontally and $\pm 3'$ vertically). The horizontal datum (coordinates) are expressed in degrees, minutes and seconds, to the nearest tenth of a second. The vertical datum (heights) are expressed in feet and decimals thereof and are determined to the nearest 0.1 foot.



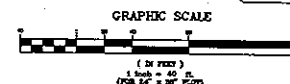
VICINITY MAP
NOT TO SCALE

LEGEND

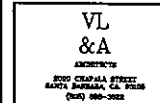
SITE BOUNDARY LINE
 POWER LINE
 PROPERTY LINE
 POWER POLE (P.P.)
 FLOOD LIGHT
 FIRE HYDRANT
 WATER VALVE



KEY MAIN



APN: 251-010-001



ALL DRAWINGS AND WRITTEN MATERIAL CONTAINED HEREON ARE THE PROPERTY OF THE ARCHITECT/ENGINEER/SURVEYOR AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT/ENGINEER/SURVEYOR.

SPACE RESERVED FOR PROFESSIONAL REVIEW

REVISION			
NO.	DESCRIPTION	BY	DATE
1	PRELIMINARY	PWC	7/27/05
2	CONSTRUCTION	PWC	12/05/05
3	SITE NUMBER	DL	3/02/06
4	WOME LEASE	PWC	11/08/06
5	ACCESS EXMT.	DL	12/03/06
6	ACCESS EXMT.	PWC	12/04/06

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IF IT IS PRODUCED SOLELY FOR THE USE BY THE OWNER AND ITS AFFILIATES, REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORGIVEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

DRAWN BY: DL
 CHECKED BY: HJ
 DATE DRAWN: 7/26/81
 SYTHCO JOB #: 87-00

SITE NAME _____

WEST PORTERVILLE

SITE

P8# 115319

SITE ADDRESS

500 NEWCOMB ST.
PORTERVILLE, CA
93257
TULARE COUNTY

SHEET TITLE

SITE SURVEY

SHEET

C-1

WEST PORTERVILLE
SITE NUMBER: 115319
ATTY/DATE

Exhibit "B"
(Survey)



August 5, 2025

City of Porterville CA
Attention: Trish Whiteley
291 N Main Street
Porterville, CA 93257

Subject: American Tower Site #: 410981 / Site Name: West Porterville CA ("Tower Site")

Dear Trish,

I'm following up on American Tower's request to extend the cell site lease ("Lease") on the City's property located at 500 Newcomb Street, Porterville, CA 93257. Tower Alliance has been engaged by American Towers LLC (together with its affiliates and subsidiaries, "American Tower") to discuss with you the need to extend the lease for the Tower Site. Please see the details below.

Lease Extension:

- Keeping the rent and escalation the same
- Adding seven (five year) renewal terms, final expiration date to become April 30, 2068
- \$20,000 One Time Payment
- No additional changes to the lease

This offer is designed to ensure long-term viability of the tower site. I look forward to speaking with you in the coming days after you've had an opportunity to review this proposal. If you have any questions, please feel free to reach out to me at my contact information listed below.

Sincerely,

Jody Wall
Lease Consultant
Tower Alliance LLC
An authorized vendor of American Towers LLC and its subsidiaries and affiliates
JWall@toweralliancellc.com
561-419-6863

****PLEASE NOTE:** All proposals are good for a limited time and for discussion purposes only. The parties will not be bound in any respect and with regard to any proposal until and unless a written agreement is signed by all applicable parties. Further, all proposals are contingent upon: 1) American Tower's confirmation, review and approval, in its sole discretion, of a title report and if necessary, a land survey of the property; and 2) final approval and authorization by American Tower's Executive Team. Nothing contained herein shall be construed as, or deemed to create, an agency, joint venture, or partnership relationship between American Tower and Tower Alliance.

FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement ("Amendment") is made and entered into this ____ day of _____, 2025, by and between the City of Porterville, a municipal corporation ("Lessor"), and American Towers LLC, a Delaware limited liability company, as successor in interest to Fresno MSA Limited Partnership d/b/a Verizon Wireless ("Lessee").

Recitals

WHEREAS, Lessor and Lessee entered into that certain Land Lease Agreement dated March 27, 2008 ("Lease"), for certain real property located at 500 Newcomb Street, Porterville, California, identified as Assessor's Parcel Numbers 251-010-001 and 251-020-001 (the "Premises"); and

WHEREAS, the Lease established an initial five-year term, provided for four automatic five-year extension terms, and allowed for further renewals as specified in the Lease; and

WHEREAS, American Towers LLC, as successor to Verizon Wireless, has requested an amendment to extend the Lease and provide additional financial consideration to Lessor; and

WHEREAS, Lessor and Lessee desire to amend the Lease as set forth herein, while leaving all other terms and conditions of the Lease in full force and effect.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. **Extension of Term**. The Lease is hereby amended to add seven (7) additional five-year renewal terms, extending the final expiration date of the Lease to April 30, 2068, unless sooner terminated in accordance with the terms of the Lease.
2. **Rent**. The parties agree that the rent and escalation provisions contained in the Lease shall remain unchanged and continue to apply during the extended term.
3. **One-Time Payment**. In consideration for this Amendment, Lessee shall pay Lessor a one-time payment of Twenty Thousand Dollars (\$20,000) within thirty (30) days following the full execution of this Amendment.
4. **No Other Changes**. Except as expressly set forth in this Amendment, all terms, covenants, and conditions of the Lease shall remain unchanged and in full force and effect.
5. **Counterparts**. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.
6. **Authority**. Each party represents and warrants that the individual executing this Amendment on its behalf has full authority to bind such party.

Execution

IN WITNESS WHEREOF, the parties have caused this First Amendment to Land Lease Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF PORTERVILLE

AMERICAN TOWERS LLC

By: _____
Greg Meister, Mayor

By: _____
[Authorized Representative]

ATTEST:

By: _____
Richard Tree, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney



CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Authorization of Two-Year Funding for the Litter Abatement Program

SOURCE: Community Development

COMMENT: The City of Porterville, in partnership with Caltrans District 6 and the Tulare County Association of Governments (TCAG), launched a three-year Litter Abatement Pilot Program (LAP) in 2021 to address persistent litter issues along State Routes 65 and 190 within city limits. The City Council previously approved an appropriation of up to \$50,000 annually to support the program. This collaborative effort leveraged multiple funding sources and provided workforce development opportunities for individuals experiencing homelessness.

To implement the program, staff partnered with Community Services and Employment Training, Inc. (CSET), a local non-profit organization with extensive experience managing similar litter abatement and workforce programs across Tulare County. CSET successfully operated the program through June 30, 2025, providing consistent cleanup services and transitional employment opportunities.

Since its inception, the LAP has produced strong results, including cleaner transportation corridors, enhanced aesthetics, and measurable social benefits. Crews consisting of one supervisor and four workers conducted twice-monthly cleanups along SR-65 and SR-190, including off-ramps and adjacent rights-of-way. Over the three-year pilot term, the program collected 19,777 bags of trash and created 57 transitional jobs.

In light of its success, staff recommends continuing the program for an additional two years to align with Caltrans' renewed commitment, with a reevaluation at the end of the term. The proposed continuation would:

- Retain CSET as the program operator.
- Establish a new Delegated Maintenance Agreement with Caltrans.
- Allocate up to \$50,000 per year in Measure I funds for two years.
- Maintain ongoing coordination with Caltrans and TCAG for oversight and funding participation.

Funding for the City's portion of the program will be provided through Measure I, with no additional General Fund impact. This two-year continuation and associated funding are contingent upon approval by the TCAG Board of Directors. Staff will return to City Council with a finalized proposal following TCAG's action. Regional and state funding participation is expected to continue, subject to TCAG and Caltrans confirmation.

The Litter Abatement Program continues to demonstrate value through regional collaboration, environmental benefits, and social impact. Extending the program for two additional years provides flexibility and maintains momentum in addressing corridor litter while supporting at-risk populations through employment and job training.

Staff appreciates the strong partnership with Caltrans, TCAG, and CSET and looks forward to continuing this successful regional effort. The continuation of this program reflects the City's commitment to maintaining clean transportation corridors while advancing workforce development opportunities for residents.

RECOMMENDATION:

That the City Council:

1. Approve a new Delegated Maintenance Agreement with the State of California Department of Transportation (Caltrans);
2. Approve an agreement with Community Services and Employment Training, Inc. (CSET) for continued implementation of the Litter Abatement Program;
3. Authorize the Mayor and City Manager to execute all necessary documents;
4. Appropriate up to \$50,000 of Measure I funds per year for two years to support the program; and
5. Approve the start of the program contingent upon the Tulare County Association of Governments (TCAG) Board of Directors reauthorizing Measure R funding and participation.

ATTACHMENTS:

1. Proposed Program Budget
2. CSET Litter Abatement End of Program Report
3. Delegated Maintenance Agreement - 06MTC0543200
4. Measure R Program Supplement to Cooperative Agreement - R20250033
5. 20220701 Litter Abatement Supplemental DMA

Appropriated/Funded:

Review By:

Department Director:

Claudia Calderon, Community Development Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



City of Porterville Clean CA

Service Provider CSET

Funding Source: City of Porterville

#	CSET Costs	Budget
1	CSET FTE Personnel (Supervisor .6 FTE plus Fringe Benefits)	\$ 46,870.08
2	CSET Participant Wages and Training Costs (4 Participants, 8 hours a day, 3 times a week plus Fica & Workers Compensation)	\$ 103,785.58
3	Equipment Purchase and Lease Costs	\$ -
4	Other Operating Costs (Fuel, PPE, Supplies, Vehicle Maintenance, etc)	\$ -
5	Facilities Infrastructure Costs (Rent, Facility/Equipment Repair, Maintenance, Utilities, Security)	\$ -
6	Professional Services (Cell Phone, Internet Access, Outreach, Professional Fees, Membership Dues, Custodial)	\$ -
7	Office Supplies Costs (Office Supplies, Postage, Printing, Copying)	\$ -
8	Other Indirect Costs (Indirect Rate 15%)	\$ 7,123.24
9	Other Costs (Payroll Processing, Insurance)	\$ 2,221.10
10	Graffiti Removal	\$ -
11	Traffic Control - provided by CalTrans	\$ -
	Total Budget	\$160,000.00



END OF PROGRAM REPORT

City of Porterville Clean California
Maintenance & Beautification Crew

Contents

Executive Summary.....	3
Appendices.....	6

Executive Summary

Corps Overview

Community Services & Employment Training, Inc. (CSET) is a nonprofit organization founded in 1976 to combat poverty. CSET is the Community Action Agency for Tulare County and is part of a national partnership of agencies that assist individuals and communities in achieving self-reliance. Established in 1986, the Sequoia Community Corps (SCC) is a state-certified and federally recognized 21st Century Service Corps, serving the local community as a conservation corps. SCC operates under the CSET umbrella and aligns perfectly with CSET's mission and vision, with a special focus on young adults, veterans, individuals, students, artists, people experiencing homelessness, and those re-entering society after incarceration. This alignment ensures that SCC is moving in the right direction and serving its purpose effectively.

SCC's mission is to enhance opportunities for individuals who face barriers to employment, providing them with training to develop skill sets. These project-based learning opportunities, such as enriching hands-on training, coupled with structured, accredited education, leadership development, and environmental awareness, aim to create a structured, inclusive environment where individuals can grow and develop marketable skills. This empowers them to become self-sufficient and creates generational awareness of the countless educational and employment opportunities available to them, their children, and other family members, inspiring hope and stronger, more resilient communities.

SCC collaborates with various community partners in the public and private sectors and has participated in numerous community-based work projects and hands-on crew work. These projects have been instrumental in addressing the community's beautification, clean-up, and maintenance needs and have significantly contributed to meeting California's Greenhouse Gas (GHG) reduction goals. Our efforts have assisted in reducing litter within city streets and along state highways, intersecting local roads, and transit centers, demonstrating our commitment to environmental sustainability and our ability to make a tangible impact in our community.

City of Porterville Clean California Maintenance and Beautification Initiative

Mission and Vision

Litter has been a persistent issue on California's city streets and highways for decades. The City of Porterville and other partners have made significant investments in litter collection, maintenance, and beautification efforts throughout the City of Porterville highways and byways, aiming to transform unsightly roadways into proud spaces for local communities and the state as a whole. This local effort has been successful, thanks to the support of our local CalTrans District 6 yard and the vision and partnership of the City of Porterville Clean California (COP CC).

Since the program was launched in February 2023 and continued until its conclusion in June 2025, our COP CC Maintenance and Beautification crew, which ran 2 to 3 times a week, has made a meaningful impact. We not only provide training opportunities for

local individuals facing barriers to employment but also improve the condition of our community's streets, highways and byways—specifically along Highways 190 and 65, which intersect with Porterville.

Program Impact

Material Count



19,777

Bags of trash and debris
were successfully collected.

Participant Impact



57

Individuals participated in
the program.

The COP CC initiative has been transformative, enabling us to maintain our local highways and byways by removing litter. This effort beautified our communities and fostered local accountability and pride.

The COP CC crew accomplished important work while providing opportunities for fifty-seven (**57**) individuals from the Porterville area residents gained valuable hands-on training. This experience had a genuinely impactful effect on our trainees. They received instruction in CalTrans Chapter 8, which covers essential safety

protocols, as well as first aid and OSHA 10 certification. Additionally, they developed their soft skills, which is truly a recipe for success.

We look forward to ongoing collaboration and partnership to enhance our community and environment.

Appendices

Photo Gallery



From Trainee to Thriving Technician: Nathan Newman's Journey to Success

Nathan Newman's career transformation is a testament to dedication, perseverance, and the power of the right support. His journey began as a Trainee with COPCC, where he successfully completed an intensive 6-month training program. Throughout the program, Nathan gained not only hands-on experience but also a solid foundation of technical skills that prepared him for the workforce.

With the guidance and support of SCC, Nathan crafted a professional resume that showcased both his prior work history and the new skills he had acquired. Equipped with confidence and a clear direction, he began applying for jobs and soon landed a full-time position as a Service Technician at Carroll's Tire Warehouse in Porterville.

Today, Nathan is thriving in his role. He takes pride in his work, and his strong work ethic, reliability, and unwavering commitment to showing up every day have quickly made him a valued team member. Nathan loves what he does and is excited about the path ahead as he continues to grow in his new career.

Nathan's story is a shining example of what's possible when talent meets opportunity — and when hard work meets the right support system.



COP CC crews are hard at work along the median of Highway 65 and 190 , which is within the COP city limits. They are collecting unwanted trash and debris.

Great job in keeping our community clean and beautiful!



Keeping our highways litter-free and beautiful requires hard work and dedication. Our COP CC team makes it look easy, but it is quite a challenge in the 90 -degree and over Central Valley weather. The signature blue COP bags filled with litter are a testament to the team's hard work and tenacity to leave no debris behind!

Amazing work!

**DELEGATED MAINTENANCE AGREEMENT
WITH THE CITY OF PORTERVILLE**

This DELEGATED MAINTENANCE AGREEMENT ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE") and the City of Porterville ("LOCAL AGENCY"); each may be referred to individually as a "PARTY" and jointly as "PARTIES."

RECITALS

1. This AGREEMENT will identify the specific maintenance functions LOCAL AGENCY will perform in the STATE right of way, including highway and freeway areas situated within LOCAL AGENCY's jurisdictional limits as authorized under Streets and Highways Code Section 114 & 130.

OPERATIVE PROVISIONS

1. **Maintenance Standards.** LOCAL AGENCY shall perform all maintenance in compliance with the standards set forth in Streets and Highways Code Section 27, and in accordance with California and federal laws and regulations and STATE policies, procedures and specifications in effect and as amended, and applicable municipal ordinances.
2. **Maintenance Areas and Services.** LOCAL AGENCY shall only perform those maintenance services in the STATE right of way locations described in Exhibit A and listed in Exhibit B. Notwithstanding the above, LOCAL AGENCY shall not perform any work in areas considered to be bordered by high speed traffic unless such areas are specifically protected by a concrete barrier or sound wall.
 - 2.1. **Amendment to Agreement.** Changes to LOCAL AGENCY's maintenance services covered in this AGREEMENT may be made by each PARTY executing amended Exhibits A and B and/or executing additional pages to Exhibits A and B that shall be attached to this AGREEMENT and will supersede the original Exhibits A and B. Otherwise, this AGREEMENT may only be amended by a written agreement executed by both PARTIES. Amendment to Exhibits or the AGREEMENT has to be signed by duly authorized personnel of their respective agencies. District 06 Deputy Director of Maintenance is duly authorized personnel for CALTRANS. Jason Ridenour is duly authorized personnel for LOCAL AGENCY.
3. **Party Representatives and Notices.**

LOCAL AGENCY's Project Manager is: Jason Ridenour
STATE's DMAC is: ELAINE TINAYERO

All notices, document submittals and invoices required under this AGREEMENT shall be deemed to have been fully given when made in writing and received by the PARTIES at their respective addresses as follows:

LOCAL AGENCY

Attn: Name of Project Manager: Jason Ridenour
Address: 291 N Main St
City, Zip: Porterville CA 93257

STATE

Attn: Name of DMAC: ELAINE TINAJERO
Address: 1352 W. OLIVE AVENUE, MS 12
City, Zip: Fresno, CA 93728

4. Excluded Maintenance Activities.

- 4.1 **Unsheltered Encampment Relocation.** LOCAL AGENCY shall not engage in any activities to relocate any persons experiencing homelessness who are situated within STATE Right of Way. LOCAL AGENCY shall comply with the processes and procedures set forth in STATE's "Interim Guidance on Encampments, Prioritizing and Addressing Encampments on Caltrans-owned Property," dated July 2021, and as may be amended during the term of this AGREEMENT (Interim Guidance).
- 4.2 **Abandoned Encampments.** If LOCAL AGENCY encounters abandoned homeless encampments at or within STATE Right of Way, LOCAL AGENCY shall comply with the processes and procedures set forth in STATE's Interim Guidance, including but not limited to coordination with STATE and the local California Highway Patrol.
- 4.3 **Hazardous Material Clean up.** LOCAL AGENCY shall not engage in any hazardous material clean-up activities. If LOCAL AGENCY encounters any hazardous materials, including but not limited to bloodborne pathogens, biological waste, feces, syringes, needles, sharp objects or unknown substances during maintenance services performed under this AGREEMENT, LOCAL AGENCY shall immediately contact STATE's District Hazardous Material manager for appropriate action.

- 4.4 **Weed Abatement.** LOCAL AGENCY shall not perform any weed abatement, remove overgrown brush, trees, grass, and limbs or conduct any spraying, grading, mowing or discing for any maintenance services within STATE Right of Way.
5. **Maintenance Service Schedule.** LOCAL AGENCY shall provide STATE's District 06 Area Maintenance Supervisor, Joseph Burkey and Superintendent, Kip Nail, at least twenty-four (24) hours prior telephone or email notice before performing any maintenance services under this AGREEMENT. Their email and phone number are: Joseph.Burkey@Dot.Ca.Gov (661) 301-0834 and Kip.Nail@Dot.Ca.Gov (559) 786-0102. LOCAL AGENCY shall provide the DMAC identified in this AGREEMENT with a litter, debris and graffiti removal schedule. Maintenance services shall be provided at a minimum, monthly basis. Maintenance services shall be performed between the hours of 6:00 am and 6:00 pm and may be performed on weekends and holidays if necessary. LOCAL AGENCY must request through the DMAC prior written approval from STATE's District Maintenance Supervisor to perform any maintenance services before 6:00 am or after 6:00 pm.
6. **Authorized Reimbursement.** The functions and levels of maintenance services delegated to LOCAL AGENCY in the attached Exhibits A and B and amounts appropriated to STATE have been considered in setting authorized total dollar amounts. LOCAL AGENCY may perform additional work if desired, but STATE will not reimburse LOCAL AGENCY for any work in excess of the authorized dollar limits established herein.
7. **Cost Reimbursement.** STATE shall reimburse LOCAL AGENCY for LOCAL AGENCY's actual and necessary costs incurred to perform the maintenance services under this AGREEMENT; provided, however, that STATE's reimbursement shall not exceed the maximum authorized expenditures under this AGREEMENT.
8. **Amendment to Approved Expenditures.** Upon LOCAL AGENCY's written request, the expenditures per route for maintenance services set forth in Exhibits A and B may be increased, decreased, or redistributed between routes pursuant to the PARTIES executing an appropriate amendment in accordance with section 4 above. All such adjustments must be authorized in writing by the District Director or his/her authorized representative.
9. **Term of Expenditures.** Additional expenditures or an adjustment of expenditures once authorized shall apply only for the term of this AGREEMENT and shall not be deemed to permanently modify or change the basic maximum expenditures per

route as specified in Exhibits A and B. Any expenditure adjustments shall not affect or alter any other terms of this AGREEMENT.

10. Billing, Payment and Reporting.

A. Billing Date. LOCAL AGENCY shall submit billing invoices to STATE's DMAC each (month/quarter) beginning after the first (month/quarter) LOCAL AGENCY has performed maintenance services under this AGREEMENT. LOCAL AGENCY shall not submit billing invoices for reimbursement of costs less than \$500 more than once each quarter. LOCAL AGENCY shall also submit billing invoices promptly following the close of STATE's fiscal year on each June 30th.

B. Billing Submission Format. Each billing invoice shall include all of the following:

- (a) STATE's AGREEMENT number;
- (b) Date(s) of services;
- (c) Location of services;
- (d) Number of hours and hourly rates;
- (e) Receipts for trash disposal;
- (f) Receipts for equipment, materials and supplies; and

C. STATE shall pay LOCAL AGENCY for the maintenance services satisfactorily performed in accordance with the rates and schedules in Exhibits A and B.

11. Successors. This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES' successors-in-interest, including, but not limited to any public entity to whom any part of the STATE right of way covered under this AGREEMENT may be relinquished and any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits.

12. Encroachment Permits. Before LOCAL AGENCY may enter STATE right of way to perform any maintenance services in the areas covered by this AGREEMENT, STATE's District 06 Encroachment Permit Office must issue an initial encroachment permit at no cost to LOCAL AGENCY. LOCAL AGENCY must obtain additional encroachment permits, if necessary, to enter or perform any work within STATE right of way not covered by this AGREEMENT. STATE will issue these additional encroachment permits at no cost to LOCAL AGENCY. LOCAL AGENCY's

contractors and sub-contractors must apply for and be issued separate encroachment permits before they may enter STATE right of way to perform any maintenance or work under this AGREEMENT.

- 13. Legal Disposal of Litter Collected.** ¹LOCAL AGENCY shall make its own arrangements for the legal disposal of litter or debris materials to authorized disposal sites. LOCAL AGENCY shall not leave any filled litter bags, litter piles or other groups of litter assembled during its maintenance services along or in STATE Right of Way. Such litter groupings shall be removed out of STATE Right of Way each day LOCAL AGENCY performs the maintenance services in this AGREEMENT.² STATE shall remove and dispose of all litter bags and piles LOCAL AGENCY collects in STATE right of way covered in this AGREEMENT. LOCAL AGENCY shall advise the Superintendent of District 06 Maintenance (by email/telephone notice) that the litter has been collected and is ready for disposal no later than close of business on the day of collection.
- 14. Safety and Worker Compliance.** LOCAL AGENCY shall be solely responsible for crew pay, workers compensation and any other benefits required by state and federal law. Subcontractors and crew members are not considered STATE's employees at any time. LOCAL AGENCY shall comply with all applicable State and Federal statutes and regulations governing worker and public safety, including but not limited to compliance with CAL-OSHA regulations and guidelines. LOCAL AGENCY shall make arrangements through the DMAC if traffic controls, flags, signs, or lane closures are necessary to safely perform any maintenance services.
- 15. Equipment and Supplies.** LOCAL AGENCY shall provide the necessary equipment, tools, personal protective equipment, materials, supplies and products necessary to perform the maintenance services under this AGREEMENT. STATE shall reimburse LOCAL AGENCY for the reasonable costs of such equipment and supplies not to exceed the authorized expenditures set forth in Exhibits A and B.

¹ Delete this article if filled litter bags, litter piles or other groups of litter assembled will be picked up by the STATE

² Delete this article if filled litter bags, litter piles or other groups litter assembled will be picked up by the LOCAL AGENCY

16. Legal Relations and Responsibilities.

- 16.1 **No Third-party Beneficiaries.** This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the maintenance of STATE highways different from the standard of care imposed by law.
- 16.2 **Indemnification.** Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY under this AGREEMENT. LOCAL AGENCY shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors and/or its agents pursuant to this AGREEMENT.

Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. STATE shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by STATE under this Agreement.

- 16.3 **Work-related Injuries.** If a LOCAL AGENCY-assigned crew member is injured while performing maintenance services under this AGREEMENT, LOCAL AGENCY or its designated subcontractor shall be responsible for ensuring the crew member is given prompt medical care and treatment and, if necessary, transportation to a medical facility. LOCAL AGENCY or its designated subcontractor shall administer any injury and workers compensation claims. LOCAL AGENCY shall notify the DMAC within twenty-four (24) hours when any such incident has occurred.

17. **Prevailing Wages and Labor Compliance.** LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code

Sections 1720 through 1815 and implementing regulations for public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's maintenance services under this AGREEMENT.

18. **Insurance.**³

- A.** LOCAL AGENCY and its contractors and subcontractors shall maintain in force during the term of this AGREEMENT a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. LOCAL AGENCY will provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE.
- B. Self-Insured.**⁴ LOCAL AGENCY is self-insured. LOCAL AGENCY shall deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury and property damage liability, in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess by delivering a Letter Certifying Self-Insurance. The Letter of Self-Insurance must be substantially in the form of Exhibit C and identify the AGREEMENT number, and location as depicted in Exhibits A and B. LOCAL AGENCY shall provide the original Letter Certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A copy of the original letter shall be attached to this AGREEMENT as Exhibit C.
- C. Self-Insured⁵ using Contractor.** If the work performed under this AGREEMENT is done by LOCAL AGENCY's contractor(s), LOCAL AGENCY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. LOCAL AGENCY shall provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE.

19. **Budget Contingency.**

³ Delete if self-insured

⁴ Delete if not self-insured

⁵ Delete if not self-insured; include 2 and 3 if self-insured and LA is subcontracting the work. Need both a self-insurance certification letter and insurance certificate naming State as additional, covered insured.

- A. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority and the encumbrance of funding to STATE's District Office.
- B. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a Federally-mandated program or that is directly dependent upon the receipt of Federal funds by a State agency.
- C. CALTRANS has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

20. **Termination.** This AGREEMENT may be terminated by the mutual written consent of each PARTY. Either PARTY may terminate this AGREEMENT upon Thirty 30 days' prior written notice to the other PARTY.

21. **Effective Date (Term) of Agreement.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT.

22. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority as required.

23. **Electronic Signatures.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

THE CITY OF PORTERVILLE

Dated: 8/4/2022 Maria A. Silver
Mayor

INITIATED AND APPROVED:

Dated: 8/4/22 [Signature]
City Manager

Dated: 8/4/22 [Signature]
Deputy City Clerk

Dated: 8/5/22 [Signature]
City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Dated: 9/01/22 [Signature]
Deputy District Director
Maintenance District

EXHIBIT A

DELEGATION OF MAINTENANCE

TABLE 1

FY 22/23 ONLY (July 2022 – June 2023)

(Litter Pickup in Shoulder and Landscape Areas)

Route No.	Length Miles	Description of Routing	Program Delegated	Maximum Annual Authorized Expenditure
65	5.44	Porterville – PM 16.119 to 21.559	HM2D	\$50,000
190	3.94	Porterville – PM 15.09 to 19.03	HM2D	\$30,000

*HM2D – Program Function Roadside Litter/Debris Pickup

TOTAL AUTHORIZED EXPENDITURE FOR FY 2022/2023: \$80,000

TABLE 2

FY 23/24 & ALL FUTURE FY'S

(Litter Pickup in Shoulder and Landscape Areas)

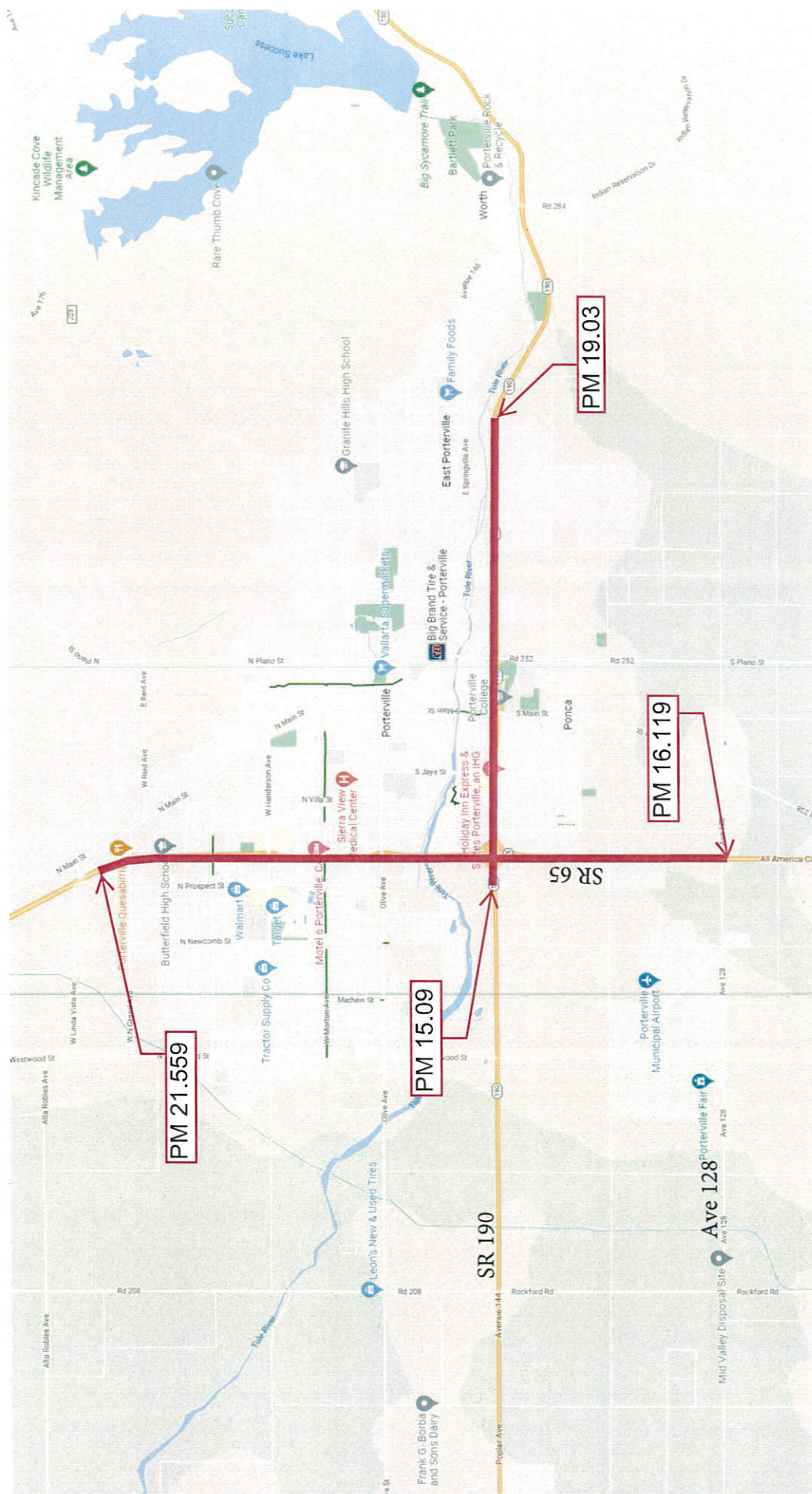
Route No.	Length Miles	Description of Routing	Program Delegated	Maximum Annual Authorized Expenditure
65	5.44	Porterville – PM 16.119 to 21.559	HM2D	\$20,000
190	3.94	Porterville – PM 15.09 to 19.03	HM2D	\$10,000

*HM2D – Program Function Roadside Litter/Debris Pickup

TOTAL AUTHORIZED EXPENDITURE PER FY (FROM 2023/2024): \$30,000

EXHIBIT B

Tul 65- PM 16.119/21.559
Tul 190- PM 15.09/19.03



California Affiliated Risk Management Authorities

**1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
916-244-1100**

Liability Certificate of Coverage

Additional Covered Party

Certificate Number: 69833894

Certificate Holder: State of California
Department of Transportation
1120 N Street
Sacramento, CA 95814

Covered Party: CSJVRMA-City of Porterville

Description of Covered Activity: As respects the Delegated Maintenance Agreement between the State of California, Department of Transportation and the City of Porterville regarding specific maintenance services; the State of California, Department of Transportation, its directors, officers, employees, volunteers, representatives, and agents are additional covered parties with regard to any negligent acts or omissions of the City of Porterville, its directors, officers, employees, volunteers, representatives, and agents, as pertains to approved activities listed in the Delegated Maintenance Agreement.

Memorandum of Coverage Number: CARMA 2022-GL

Effective Date: 8/19/2022

Expiration Date: 7/1/2023

Limits: \$5,000,000 (per occurrence)

Excess of: \$1,000,000

The Following Coverage is in effect: General and automobile liability as defined in the Memorandum of Coverage on file with the covered party named above.

Pursuant to the definition of Covered Party in the Liability Memorandum of Coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage 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 coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Liability Memorandum of Coverage of the Covered Party named above as well as to all the terms, exclusions, and conditions of the Liability Memorandum of Coverage of the California Affiliated Risk Management Authorities, which are available for your review upon request.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

Date Issued: 8/22/2022

Renewal: Yes **Underlying Certificate Issued:** Yes

Authorized Representative Signature:



Central San Joaquin Valley Risk Management Authority
1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
916-244-1100

Liability Certificate of Coverage

Additional Covered Party

Certificate Number: 69850637

Certificate Holder: State of California
Department of Transportation
1352 W Olive Avenue, MS 12
Fresno, CA 93728

Covered Party: City of Porterville

Description of Covered Activity: As respects the Delegated Maintenance Agreement between City of Porterville and State of California, Department of Transportation regarding specific maintenance services; the State of California, Department of Transportation, its officers, agents, and employees are additional covered parties with regard to any negligent acts or omissions of the City of Porterville, its officers, officials, employees, and volunteers as it relates to the agreement.

Memorandum of Coverage Number: CSJVRMA 2022-GL

Effective Date: 08/22/2022

Expiration Date: 7/1/2023

Limits: \$1,000,000 (per occurrence)

The Following Coverage is in effect: General and automobile liability as defined in the Memorandum of Coverage on file with the covered party named above.

Pursuant to the definition of Covered Party in the Liability Memorandum of Coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage 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 coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Memorandum of Coverage of the CSJVRMA, which is available for your review upon request.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

Date Issued: 8/23/2022

Renewal: Yes **Excess Certificate Issued:** Yes

Authorized Representative Signature: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc, LIC # 0726293 500 North Santa Fe Visalia CA 93292		CONTACT NAME: JoEllen Huckabay PHONE (A/C, No, Ext): 559-635-3506 FAX (A/C, No): E-MAIL ADDRESS: JoEllen_Huckabay@ajg.com	
License#: 0726293		INSURER(S) AFFORDING COVERAGE	
INSURED CSET Attn: Maria Rodriguez & Mary Alice Escarsega 312 N. W. 3rd Avenue Visalia CA 93291		INSURER A: Zenith Insurance Company INSURER B: Nonprofits' Insurance Alliance of California Inc. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13269	

COVERAGES**CERTIFICATE NUMBER:** 461825146**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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Prof Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y		202103756	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SOCIAL SERVICE \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			202103756	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			202103756UMB	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	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		Z127265007	7/1/2021	7/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	General Liability			202103756	7/1/2021	7/1/2022	Each Occurrence \$1,000,000

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

City of Porterville, and their respective officers, employees, and agents, California Department of Transportation, State of California, and their respective officers, employees, and agents are named as Additional Insureds with respect to General Liability per form issued by the carrier, subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Porterville
291 N. Main St
Porterville CA 93257

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc, LIC # 0726293 500 North Santa Fe Visalia CA 93292		CONTACT NAME: JoEllen Huckabay PHONE (A/C, No, Ext): 559-635-3506 E-MAIL ADDRESS: JoEllen_Huckabay@ajg.com FAX (A/C, No):	
INSURED CSET Attn: Maria Rodriguez & Mary Alice Escarsega 312 N. W. 3rd Avenue Visalia CA 93291		INSURER(S) AFFORDING COVERAGE INSURER A: Zenith Insurance Company INSURER B: Nonprofits' Insurance Alliance of California Inc. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13269	

COVERAGES

CERTIFICATE NUMBER: 2054415835

REVISION NUMBER:

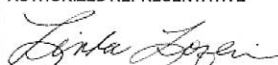
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Prof Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			202203756	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SOCIAL SERVICE \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			202203756	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			202203756UMB	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ 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	Z127265008	7/1/2022	7/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Cal Trans 1352 W. Olive Ave Fresno CA 93728	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 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 202203756

Named Insured: Community Services and Employment Training, Inc. (

COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CSET

Endorsement Effective Date: 07/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization with whom you have a written contract currently in effect or becoming effective during the term of this policy.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

**MEASURE R PROGRAM SUPPLEMENT TO
COOPERATIVE AGREEMENT**

AUTHORITY Agreement No. R 2025 0033

This Program Supplement (Program Supplement) is made and entered into on June 3, 2025, by and between the City of Porterville (SPONSOR) and the Tulare County Association of Governments, acting as the Local Transportation Authority (AUTHORITY).

This Program Supplement hereby incorporates the "Measure R Cooperative Agreement" for Measure R Expenditures which was entered into between the SPONSOR and AUTHORITY on May 29, 2007 and is subject to all terms and conditions thereof.

This Program Supplement is executed under authority of the City of Porterville Resolution No. 50-2025, dated June 3, 2025 and Tulare County Association of Governments Resolution No. 2024-005, dated April 15, 2024.

Project scope, costs and schedule are incorporated herein as Attachment "A" and agreed upon by Sponsor and Authority for Project: Litter Abatement Pilot Program.

Covenants of SPONSOR

- 1.1 By entering into this Program Supplement, SPONSOR agrees that it will only proceed with work authorized for specific phase(s) of the Project with written "Authorization to Proceed" or other AUTHORITY approval and will not proceed with future phase(s) of this Project(s) prior to receiving a written "Authorization to Proceed" or other AUTHORITY approval.
- 1.2 The SPONSOR will advertise, award, and administer the Project(s) in accordance with SPONSOR standards.
- 1.3 Contract award information shall be submitted by the SPONSOR to the AUTHORITY within 60 days after the Project contract award.
- 1.4 Failure to submit contract award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase of the Project.

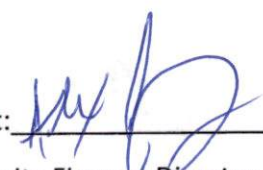
(updated 5-6-2020)

- 1.5 If no costs have been invoiced for a six-month period, SPONSOR agrees to submit for each phase a written explanation of the absence of Project(s) activity along with target billing date and target billing amount.

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

COUNTY OF TULARE TRANSPORTATION AUTHORITY

By: _____
Authority Director

Attest: _____
Authority Finance Director

NAME OF SPONSOR (City or County)

By: _____
Greg Meister,
Mayor

Attest: _____
Fernando Gabriel-Moraga
Acting Chief Deputy City Clerk

By: _____

Attest: _____

**MEASURE R PROGRAM SUPPLEMENT TO
COOPERATIVE AGREEMENT**

AUTHORITY Agreement No. R 20250033

Attachment A

Project Name: Litter Abatement Pilot Program

Project Scope

The proposed program includes one crew completing two cleaning cycles per month on State Route 65 and State Route 190 within the city limits, as well as off ramps and other transportation public rights of way near the state routes where litter accumulates. TCAG allocated funds specifically for Porterville SR190 and SR65 corridor improvement component Measure "R" funds. The California Department of Transportation District 6 has also committed to matching local funds as well as utilizing Clean California funds to support the program, allocating \$80,000 for the Porterville Delegated Maintenance Agreement for three (3) years. TCAG has committed \$42,000 of Measure R TCTA funds from TCAG annually as well as the TCAG board has approved an additional \$20,000 (total of \$146,000) of Measure R funds to cover the estimates expenses of purchasing equipment for the first year of the program, as stated in Measure R Program Supplement to Cooperative Agreement R20230015. This cross jurisdictional approach brings a variety of funding sources (state/regional/local) to address the litter problem as it overlaps jurisdictions. The use of Caltrans funds will be limited to state highways only.

TCAG has committed an additional \$80,000 of Measure R funds triggering this new supplemental agreement. The proposed funding of the Litter Abatement program is broken down below under Sources and Use of Funds.

Project Schedule

The pilot program began in July 1, 2022 and will go through June 30, 2025.

Sources and Use of Funds

(Original)

3 Year Program			
Source of Funding	Year 1	Year 2	Year 3
TCAG Measure R	\$62,000	\$42,000	\$42,000
Caltrans	\$80,000	\$80,000	\$80,000
City of Porterville	\$50,000	\$50,000	\$50,000
Total	\$192,000	\$172,000	\$172,000

(updated 5-6-2025)

(Amended)

3 Year Program			
Source of Funding	Year 1	Year 2	Year 3
TCAG Measure R	\$62,000	\$42,000	\$122,000
Caltrans	\$80,000	\$30,000	\$30,000
City of Porterville	\$50,000	\$50,000	\$50,000
Total	\$192,000	\$122,000	\$202,000

This Supplemental is requesting an additional \$80,000 for Year 3 for a total of \$122,000, and supersedes the supplemental dated July 1, 2022, for the Litter Abatement Pilot Program Project in the amount of \$42,000 for Year 3, Supplemental Agreement #R20230015.

(updated 5-6-2025)

MEASURE R PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

SWP#51

AUTHORITY Agreement No. *R20230015*

This Program Supplement (Program Supplement) is made and entered into on 1 JULY 2022 by and between the City of Porterville (SPONSOR) and the Tulare County Association of Governments, acting as the Local Transportation Authority (AUTHORITY).

This Program Supplement hereby incorporates the "Measure R Cooperative Agreement" for Measure R Expenditures which was entered into between the SPONSOR and AUTHORITY on May 29, 2007 and is subject to all terms and conditions thereof.

This Program Supplement is executed under authority of the City of Porterville Resolution No. 75-2022 dated August 2, 2022 and Tulare County Association of Governments Resolution No. 2022-102, dated February 28, 2022.

Project scope, costs and schedule are incorporated herein as Attachment "A" and agreed upon by Sponsor and Authority for Project: Litter Abatement Pilot Program.

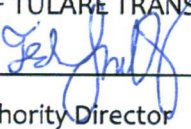
Covenants of SPONSOR

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

(updated 5-6-2020)

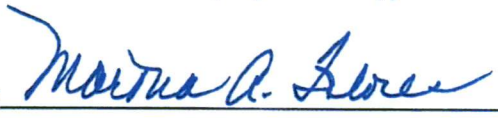
IN WITNESS WHEREOF, the undersigned Parties have executed this Program Supplement on the day and year first written above.

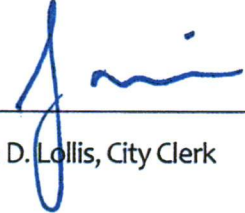
COUNTY OF TULARE TRANSPORTATION AUTHORITY

By: 
Authority Director

Attest: 
Authority Finance Director

NAME OF SPONSOR (City or County)

By: 
Martha A. Flores, Mayor

Attest: 
John D. Lollis, City Clerk

MEASURE R PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

AUTHORITY Agreement No. R20230015

Attachment A

Project Name: Litter Abatement Pilot Program

Project Scope

The proposed program includes one crew completing two cleaning cycles per month on State Route 65 and State Route 190 within the city limits, as well as off ramps and other transportation public rights of way near the state routes where litter accumulates. TCAG allocated funds specifically for Porterville SR190 and SR65 corridor improvement component Measure "R" funds. The California Department of Transportation District 6 has also committed to matching local funds as well as utilizing Clean California funds to support the program, allocating \$80,000 for the Porterville Delegated Maintenance Agreement for three (3) years. TCAG has committed \$42,000 of Measure R TCTA funds from TCAG annually as well as the TCAG board has approved an additional \$20,000 of Measure R funds to cover the estimates expenses of purchasing equipment for the first year of the program, triggering this supplemental agreement. This cross jurisdictional approach that brings a variety of funding sources (state/regional/local) to address the litter problem as it overlaps jurisdictions. The use of Caltrans funds will be limited to state highways only. The proposed funding of the Litter Abatement program is broken down below under Sources and Use of Funds.

Project Schedule

The pilot program will begin July 1, 2022 and will go through June 30, 2025.

Sources and Use of Funds

3 Year Program			
Source of Funding	Year 1	Year 2	Year 3
TCAG Measure R	\$62,000	\$42,000	\$42,000
Caltrans	\$80,000	\$80,000	\$80,000
City of Porterville	\$50,000	\$50,000	\$50,000
Total	\$192,000	\$172,000	\$172,000

(updated 5-6-2020)

BEFORE THE
TULARE COUNTY TRANSPORTATION AUTHORITY
COUNTY OF TULARE, STATE OF CALIFORNIA

In the matter of:

ADOPTION OF MEASURE R FUNDING FOR)
LITTER ABATEMENT PILOT PROGRAM)
FOR THE CITY OF PORTERVILLE)

Resolution No. 2021-101

WHEREAS, a growing litter issue is indicative that current resources are not enough to keep up with the volume of litter being generated; and

WHEREAS, at the February 2018 meeting, the TCAG Board authorized staff to coordinate with Caltrans and member agencies to develop Litter Abatement Programs (LAPs); and

WHEREAS, the City of Porterville is moving forward with the 3 year LAP program that will cost \$162,000 annually and will service two State highways (SR-190 and SR-65) within the city limits on a 30-day cycle; and

WHEREAS, funding for this project comes from the City of Porterville general fund and the City of Porterville Measure R SR 190 corridor improvement funding within the strategic work plan; and

WHEREAS, Caltrans has also committed to matching local funds on a one-for-one basis (over 3 years), providing 50% of funding; and

WHEREAS, the FY2021/22 LAP for the City of Porterville provides a total of \$162,000 in funding, with \$80,000 from Caltrans, \$42,000 from TCTA Measure R SR190 corridor improvement funds and \$40,000 from the City of Porterville.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED that the TCAG Board of Governors does hereby approve the Measure R funds be utilized for the City of Porterville Litter Abatement Program.

The foregoing Resolution was adopted upon motion of Member Valero, seconded by Member Micari, at a regular meeting held on the 17th day of May 2021, by the following vote:

AYES: Micari, Vander Poel, Valero, Townsend, Reynosa, Alves, Boyer,
Caudillo, Flores, Sayre, and Mendoza

NOES:

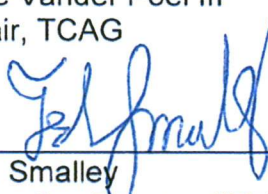
ABSTAIN:

ABSENT: Shuklian, Cox

TULARE COUNTY TRANSPORTATION AUTHORITY



Pete Vander Poel III
Chair, TCAG



Ted Smalley
Executive Director, TCAG

BEFORE THE
TULARE COUNTY TRANSPORTATION AUTHORITY
COUNTY OF TULARE, STATE OF CALIFORNIA

In the matter of:

ADOPTION OF MEASURE R FUNDING FOR)
LITTER ABATEMENT PILOT PROGRAM)
FOR THE CITY OF PORTERVILLE)

Resolution No. 2022-102

WHEREAS, On May 17, 2021, Tulare County Transportation Authority (TCTA) authorized the use of Measure R funds through Resolution No. 2021-101, for a 3-year Litter Abatement Pilot (LAP) Program in the City of Porterville, to service two State highways (SR-190 and SR-65) within the city limits; and

WHEREAS, the program is planned to be completed in partnership with the California Department of Transportation (Caltrans) District 6 and TCAG. Subsequently, the City of Porterville staff reached out to local non-profit agencies that have the capacity to operate a litter abatement program and provide employment opportunities for individuals experiencing homelessness; and

WHEREAS, an additional appropriation of \$20,000 of Measure R funds are needed to cover the estimated expenses of purchasing the required equipment for the first year of the program.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED that the Tulare County Transportation Authority does hereby approve the additional \$20,000 funding from Measure R funds be utilized for the City of Porterville Litter Abatement Program for the purchase of required equipment.

The foregoing Resolution was adopted upon motion of Member Valero, seconded by Member Townsend, at a regular meeting held on the 28th day of February 2022, by the following vote:

AYES: Vander Poel, Valero, Townsend, Alves, Boyer, Caudillo, Flores, Sayre,
and Poochigian

NOES:

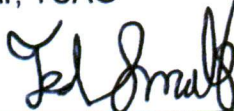
ABSTAIN:

ABSENT: Micari, Shuklian, Reynosa, and Mendoza

TULARE COUNTY ASSOCIATION OF GOVERNMENTS



Pete Vander Poel III
Chair, TCAG



Ted Smalley
Executive Director, TCAG

Project Report

PROJECT: Litter Abatement Program
SWP# 51

Porterville

Date _____
Date _____
Date _____

EXPENDITURE PLAN \$ 146,000.00 Part of the SR190 project operation improvement funds
APPROVED AMOUNT \$ 146,000.00 3year program. Yr1 \$62,000; Yr2 \$42,00; YR3 \$42,000
OTHER FUNDING \$ -
TOTAL FUNDING \$ 146,000.00

SUPPLEMENTAL AMOUNT(1) \$ 146,000.00 R20230015 Supplemental
SUPPLEMENTAL AMOUNT(2) \$ -
TOTAL SUPPLEMENTAL \$ 146,000.00

ENDING BALANCE \$ -

FY	Date	Doc ID	Description	Litter abatement	Total	Supplementals	Payments
22/23	6/5/2023	R20230015	Supplemental Agr# R20230015	146,000.00	146,000.00	146,000.00	
					0.00	0.00	0.00
				146,000.00	146,000.00	146,000.00	0.00



CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Authorization to Apply for the Community Cleanup and Employment Pathway (CCEP) Grant Program

SOURCE: Community Development

COMMENT: The Community Cleanup and Employment Pathway (CCEP) Grant Program is a competitive statewide initiative administered by the California Department of Transportation (Caltrans) under the Clean California Program. It funds litter abatement and public space beautification projects on locally owned public rights-of-way while creating transitional job opportunities for individuals facing barriers to employment. Eligible applicants include local agencies and federally recognized tribal governments.

Projects must focus on cleanup, graffiti removal, community engagement, and workforce development, particularly in disadvantaged or underserved communities. In addition to improving the appearance and safety of public spaces, the program creates paid, transitional employment opportunities for individuals facing barriers to work, including justice-impacted individuals, at-risk youth, and people experiencing homelessness. These efforts are carried out in partnership with workforce development organizations or local employment departments.

Key Program Objectives:

- Reduce litter in public spaces
- Provide workforce development opportunities for vulnerable populations
- Advance equity and community self-sufficiency
- Promote sustainable public engagement and education

Staff proposes submitting an application for the Porterville Litter Abatement Project, which will enhance cleanup efforts along key transportation corridors within city limits. Primary focus areas include downtown Porterville and major arterials such as Olive Avenue and Henderson Avenue. Additional cleanup may extend to trails, parks, and public rights-of-way identified as high-need areas during the project.

The application will be submitted in partnership with Community Services and Employment Training, Inc. (CSET), who will assist with program delivery and

workforce development components. This project complements the City's ongoing Litter Abatement Program by expanding cleanup coverage and enhancing job training opportunities.

Applications are due to Caltrans on November 1, 2025, with award announcements expected by January 15, 2026. Projects must be completed, and all funds expended, by April 1, 2027. There is no fiscal impact at this time; matching funds are not required for the application.

By applying for Clean California grant funds, the City is leveraging cleanup efforts to drive economic development through workforce training and job creation, while improving public health and creating more inviting, walkable public spaces that align with long-term community goals.

RECOMMENDATION: That the City Council:

1. Approve the submittal of the Clean California Community Cleanup and Employment Pathway (CCEP) Grant Program funding application to the California Department of Transportation; and
2. Authorize the Mayor, City Manager, or designee to execute all documents pertaining to the CCEP and to make any augmentation, modification, addition, or revision as may be necessary to conform to requirements imposed by the California Department of Transportation.

ATTACHMENTS:

1. Clean CA Grant Program - Guidelines
2. CCEP Proposed Budget
3. CCEP Program - Draft Application

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



Community Cleanup and Employment Pathway Grants

PROGRAM GUIDELINES

Clean CA Program
Summer 2025

**Clean CA Program
Community Cleanup and Employment Pathway Grant Program Guidelines**

Contents

Introduction	2
District Partnerships	3
Proposals	4
Objectives	4
Evaluation Criteria	4
Application Submissions	6
Outreach and Partnership	6
Selection and Notification	7
Schedule	8
Funding Mechanism	8
Matching Funds / In-Kind Contributions	9
Funding Disbursement	10
Performance Metrics	10
Clean CA Roles/Responsibilities	11
District Roles	12
Grant Recipient Responsibilities	14

Clean CA Program

Community Cleanup and Employment Pathway Grant Program Guidelines

Introduction

The Community Cleanup and Employment Pathway (CCEP) Grant Program is a signature initiative under the Clean California Program, administered by the California Department of Transportation (Caltrans). This grant program is designed to support litter abatement and public space beautification efforts on locally owned public right-of-way while creating workforce development opportunities for individuals facing barriers to employment.

Through competitive grants, the program provides funding to local agencies (including federally recognized tribal governments) to conduct targeted litter cleanup and graffiti removal activities, complemented by educational and engagement efforts that foster community pride and long-term maintenance. The program places strong emphasis on serving disadvantaged and underserved communities (as identified in Section 4.1 of grant application template) and encourages local commitment through participation in the Clean California Community designation pledge¹.

A core component of this program is the creation of employment pathways through partnerships with workforce development organizations or use of existing employment development departments. These partnerships will connect justice-impacted individuals, those experiencing homelessness, at-risk youth, and others with meaningful job training and paid transitional employment opportunities focused on litter abatement, landscaping, and environmental stewardship.

Program Objectives

- **Litter and Graffiti Abatement:** Support sustained litter cleanup and graffiti removal on local right-of-way.
- **Workforce Development:** Create transitional employment and training opportunities for vulnerable populations either through partnerships with workforce development organizations or use of existing employment development departments.
- **Equity and Inclusion:** Prioritize disadvantaged communities and support pathways to community self-sufficiency.
- **Sustainable Community Engagement:** Promote public education and anti-littering campaigns. Take the online Clean California Community designation pledge to ensure sustainability and long-term impact.

By integrating cleanup, workforce development, and community engagement, the CCEP Grant Program seeks to create cleaner, safer, and more equitable public spaces throughout California.

¹ <https://cleanca.com/designation/>

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

Eligible Entities

For the purposes of the CCEP Grant Program, eligible entities will be defined as:

- **Local Governments** – Cities, counties, and special districts responsible for community services and maintenance.
- **Transit Agencies** – Public transportation agencies with jurisdiction over facilities or right-of-way that intersect with cleanup needs.
- **Tribal Governments** – Federally recognized tribes.
- **Joint Applications** – Partnerships among the above entities, including collaborations with community-based organizations, workforce development boards, educational institutions, or local nonprofits, are encouraged and eligible.

Eligible Expenses

Eligible expenses may include, but are not limited to:

- **Staff Time:** Local agency staff time directly related to proposal delivery is eligible. This includes staff time for developing and administering contracts, program management, and coordination with community-based organizations.
- **Travel Costs:** Reasonable and necessary travel costs that are directly related to proposal implementation (e.g., site visits, stakeholder engagement, workforce coordination) are eligible.
- **Materials and Supplies:** Tools, equipment, safety gear, and cleanup supplies needed for community cleanup activities.
- **Workforce Development Costs:** Training, certification, stipends, or wages directly tied to workforce development opportunities for program participants.
- **Public Outreach and Education:** Costs related to promoting cleanup events, workforce opportunities, and community engagement.

Caltrans District Partnerships

The Caltrans districts possess in-depth knowledge of the local context and unique challenges, making them invaluable enablers to support grant applicants in proposal **identification**, development, and implementation processes. They are encouraged to foster strong partnerships with local agencies to ensure seamless coordination and efficient proposal delivery. By leveraging their expertise and collaborating closely with stakeholders, **districts** can support local agencies in effectively address challenges related to waste management, graffiti, and aesthetic appeal in urban areas, ultimately beautifying public spaces within their districts.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

Proposals

Objectives

The grant proposal is the foundation for securing funding under the CCEP Grant Program. The proposal must demonstrate how the applicant will use grant funding to meet the program's core objectives through locally led, community-driven efforts. Proposals should clearly articulate the public benefit of the proposed activities, particularly in disadvantaged or underserved communities.

Applicants are expected to:

- Identify litter abatement and graffiti removal needs in specific areas of local right-of-way.
- Detail a plan for workforce development, including partnerships with workforce organizations and strategies for engaging vulnerable populations.
- Commit to community engagement strategies and educational outreach that promote long-term cleanliness and civic pride.
- Demonstrate **alignment** with the Clean California Community designation pledge. The pledge is not required to apply for or receive funding.
- Provide a sustainable approach to maintaining the public space improvements achieved through the grant.

Each proposal must be comprehensive, feasible, and results-driven, ensuring that awarded funding leads to measurable environmental, social, and economic impacts in the applicant's community.

Evaluation Criteria

Applications will be submitted by local agencies to their respective Caltrans district coordinators, then evaluated and scored competitively by the Clean CA Program based on the criteria listed below. Applications that score highest across these categories will be prioritized for funding.

1. Community Need and Impact (15 points)

- Demonstrates a clear need for litter abatement and graffiti removal, including information such as description of the history of the area, prior efforts to address the issues and how this grant will make a difference.

**Clean CA Program
Community Cleanup and Employment Pathway Grant Program Guidelines**

- Identifies underserved or disadvantaged areas where the proposal will be implemented.
- Outlines benefits to public health, safety, environmental quality, and community aesthetics.

2. Workforce Development Strategy (15 points)

- Includes a detailed plan for engaging and employing vulnerable populations.
- Establishes partnerships with workforce development organizations (e.g., BCOE Back 2 Work, Center for Employment Opportunities (CEO), Chrysalis or similar) or leverage existing employment departments.
- Provides evidence of transitional employment (as measured by participants who are able to find long-term employment), training, and pathways to long-term job placement.

3. Community Engagement and Education (15 points)

- Describes plans for community input, public education, and volunteer participation.
- Commits to youth education, anti-littering outreach, **or** (encouraged but not mandatory) participation in the Clean California Community designation program.

4. Long-Term Sustainability and Maintenance (15 points)

- Outlines a long-term plan to fund the maintenance of cleaned and beautified spaces.
- Includes partnerships, volunteer programs, or recurring community events in alignment with the Clean CA community designation pledge.
- Describes infrastructure or policy measures to prevent future littering.

5. Clean California Community Designation Pledge (10 points)

- Applicant has taken or plans to take the Clean California Community pledge.
- Demonstrates commitment to meeting at least 10 of the 15 designation criteria.

6. Proposal Feasibility and Readiness (10 points)

- Provides a detailed implementation schedule.
- Demonstrates capacity to manage the proposal, including procurement, reporting, and oversight.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

7. Matching Funds and Leveraged Resources (10 points)

- Describes how matching funds (cash or in-kind) will support and expand proposal activities.
- Ensures that match contributions are additive and not part of existing baseline cleanup operations.

8. Disadvantaged or Under-served Community (10 points)

Applicants will be required to include supporting documentation (e.g., CalEnviroScreen map outputs, local demographic data, or letters from community organizations) to demonstrate that the proposed project serves a disadvantaged or under-served community. The following criteria will be recognized as indicators of disadvantaged or under-served communities (see grant proposal template for details):

- Median Household Income
- CalEnviroScreen 4.0
- Free or Reduced-Price School Meals
- Healthy Places Index
- Native American Tribal Lands

Application Submissions

- The Clean CA grant program proposal template must be used for submitting the proposal. Ensure that all sections of the template are completed comprehensively and provide sufficient detail to support the evaluation and decision-making process.
- Local agencies, in collaboration with districts, complete the template and submit comprehensive proposals.
- Each proposal submitted for consideration must include a letter of support from the Caltrans district that is submitting the proposal. The letter of support should demonstrate the district's endorsement to the proposal. It will serve as evidence of the district's collaboration and partnership with **local** agencies, ensuring seamless coordination and efficient proposal delivery. The inclusion of the letter will help validate the proposal's feasibility and foster confidence in the successful implementation of the proposal.

Outreach and Partnership

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

District-Level Engagement

- Caltrans district staff will serve as on-the-ground liaisons to promote the program locally, identify high-need areas, and encourage eligible applicants to submit proposals.
- District coordinators will collaborate with grant applicants to build partnerships aligned with the program's objectives.

Encouraging Clean California Community Pledges

- As part of the outreach effort, Caltrans will actively promote the Clean California Community designation pledge, encouraging applicants to take the pledge during the grant application process.
- The Clean CA Program to provide technical assistance as needed to help communities understand the benefits of designation and complete the pledge requirements.

Through strategic outreach and strong partnerships, Caltrans will ensure that the grant program reaches a diverse range of communities and delivers equitable opportunities to participate in the Clean California mission.

Selection and Notification

1. Proposal Review and Evaluation:

- Clean CA Program reviews all proposals against qualitative evaluation criteria outlined in the guidelines.
- Proposals are assessed for alignment with waste management, graffiti mitigation, aesthetics and equity objectives.

2. Proposal Selection:

- Clean CA Program selects proposals based on evaluation results and criteria alignment. High-priority proposals that benefit underserved communities are prioritized.

3. Proposal Award Notification:

- Clean CA Program notifies Caltrans districts of the selected proposals by email. Districts inform the corresponding local agencies about their grant award. Debriefs will be provided upon request to applicants who were not awarded a grant.

**Clean CA Program
Community Cleanup and Employment Pathway Grant Program Guidelines**

Schedule

Milestone	Date
Program Launch & Public Outreach Begins	July 1, 2025
Grant Guidelines Finalized & Published	August 15, 2025
Call for Proposals Opens	September 15, 2025
Proposal Submission Deadline	November 1, 2025
Application Review and Scoring	November–December 2025
Award Notifications Issued	January 15, 2026
Grant Agreements Executed	February–March 2026
Proposal Implementation Period Begins	April 1, 2026
Quarterly Progress Check-In (Reporting Due)	April 2026–April 2027
Proposal Implementation Period Ends	April 1, 2027
Final Reports and Closeout Due	November 3, 2027

Funding Mechanism

The funding mechanism for the CCEP **proposals** involves a restricted grant agreement (RGA) between the Caltrans district and the grant recipient (local agency, including federally recognized tribe) which is a legal mechanism that outlines the terms and conditions of the financial commitments for the awarded grant funding . It serves as a formal contract that establishes the roles and responsibilities of each party in the CCEP proposal.

The agreement includes the following elements:

- **Proposal Scope:** The RGA defines the scope of the proposal, detailing the specific improvements and enhancements to be undertaken within the local right-of-way.
- **Funding Commitment:** It outlines the financial contributions, specifying the amount that Caltrans will provide for the proposal and any in-kind contribution from the grant applicant.
- **Timeline and Milestones:** The agreement sets forth a clear timeline for proposal development, implementation, , and completion, including key milestones to be achieved during each phase.
- **Roles and Responsibilities:** It outlines the roles and responsibilities of the Caltrans district and the local agency in the proposal's execution, ensuring seamless coordination and cooperation.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- **Compliance and Reporting:** The RGA may include requirements for compliance with relevant regulations, reporting on proposal progress, and any necessary documentation and record-keeping.
- **Dispute Resolution:** In the event of any disputes or disagreements, the RGA may outline a mechanism for resolving issues between the Caltrans district and the local agency.

Matching Funds / In-Kind Contributions

The CCEP Grant Program is designed to reduce financial barriers for local agencies, nonprofits, and community-based organizations. As such, no cash match requirement is imposed on applicants. However, applicants are encouraged to identify and document in-kind contributions and other non-state resources that will help maximize the impact of state funds.

Eligible In-Kind Contributions may include:

- Staff time dedicated to project planning, implementation, or coordination.
- Volunteer labor associated with cleanup events, outreach, or community engagement.
- Donated materials or equipment used directly in cleanup or beautification activities.
- Facilities and meeting space contributed for trainings, workforce activities, or project planning.
- Complementary programs or services provided by partner agencies or organizations that directly support grant objectives.

Program Expectations:

- In-kind contributions are not required to apply for or receive funding.
- Applicants who provide in-kind support should quantify contributions where possible (e.g., estimated dollar value of staff time, equipment, or materials).
- In-kind contributions will be considered during proposal evaluation as evidence of community commitment, partnership strength, and project sustainability.
- Documentation of in-kind contributions should be included in the proposal budget narrative at the time of application and reported during proposal implementation.

**Clean CA Program
Community Cleanup and Employment Pathway Grant Program Guidelines**

Funding Disbursement

Grant awards will be issued as reimbursable agreements, not lump sum payments.

- **Reimbursable Basis:** Grantees will be required to incur and document eligible expenses up front. Caltrans will then reimburse those expenses upon submission of proper invoices and supporting documentation.
- **Invoicing:** Invoices must include receipts, staff time records, or other documentation demonstrating that expenses are consistent with approved Caltrans Division of Local Assistance guidelines/template (Form LAP 5-A).
- **Payment Timeline:** Reimbursements will generally be processed within 45 days of receipt of a complete and accurate invoice package.
- **Advance Payments:** No advance or upfront lump sum disbursements will be provided under this program.

Performance Metrics

To ensure accountability and evaluate success, all grantees are required to track and report on key performance metrics aligned with the program's goals. These metrics will be tracked by grantees on templates provided by Caltrans to help measure the environmental, economic, and social impact of funded activities.

Environmental Impact Metrics

- Volume of litter and debris removed (in cubic yards or pounds with supporting documentation, e.g. weight/dump tickets and before/after photos)
- Square footage of graffiti abated (before/after photos)
- Number of litter cleanup events conducted (event attendance sheets and/or event flyers)
- Number of hard-to-recycle or bulky item collection events held (event attendance sheets and/or event flyers)

Workforce Development Metrics

- Number of individuals employed through workforce programs (with supporting documentation of individuals/crews employed, e.g. payroll logs)

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- Hours of paid work experience and job training provided (with supporting documentation of individuals paid and training provided, e.g. payroll logs)
- Demographics of workforce participants (e.g., justice-involved, unhoused, at-risk youth)
- Number and percentage of participants securing long-term employment post-program

Community Engagement Metrics

- Number of community volunteers engaged (attendance sheets)
- Number of public outreach events or education campaigns implemented (event flyers / attendance sheets)
- Clean California Community pledge status and progress toward meeting designation criteria
- Number of community partnerships established (e.g., schools, businesses, nonprofits)

Sustainability and Maintenance Metrics

- Number of anti-litter infrastructure elements installed (e.g., bins, signage with supporting documentation, e.g. before/after photos)
- Planned frequency of cleanup and maintenance activities post-grant implementation
- Plan for ongoing community stewardship and long-term litter prevention practices post-grant implementation

Grantees will submit quarterly progress reports and a final close-out report at the end of the implementation period. These reports will summarize accomplishments, challenges, lessons learned, and include supporting documentation such as photographs, volunteer logs, and workforce data.

Clean CA Roles/Responsibilities

- Program Management: Responsible for overall program management and coordination of CCEP proposals statewide. Ensure that proposals align with the CalSTA objectives on climate action and meet the program's guidelines and priorities.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- **Proposal Selection:** Select proposals based on factors such as recognizing underserved communities, high litter areas known challenges for waste management, graffiti, and lack of aesthetic appeal in urbanized districts and local agencies which align with CCEP Program objectives.
- **Proposal Oversight:** Provide oversight and guidance throughout the proposal lifecycle. Review proposals, assess their feasibility and alignment with program objectives, and ensure that the proposals adhere to the guidelines and timelines.
- **Technical Assistance:** Provide technical assistance to grant applicants and recipients during the proposal planning and implementation phases. Provide expertise and support in areas such as graffiti abatement, employment pathways, litter abatement, beautification, , and climate action.
- **Budget Management:** Responsible for overseeing the allocation and management of funds for CCEP proposals. Ensure that budgetary requirements are met and that funds are appropriately allocated to prioritize high-visibility proposals with an urgency to be delivered within their respective districts.
- **Monitoring and Evaluation:** Monitor proposal progress, track milestones, and evaluate the effectiveness of implemented enhancements. Assess the impact of CCEP **proposals on** improving waste management practices, reducing graffiti, and enhancing the aesthetic appeal of local areas .
- **Quarterly Reporting and Documentation:** Maintain accurate records of proposal activities, including proposals, RGAs, progress reports, and proposal outcomes. Prepare periodic reports to communicate proposal status, achievements, and challenges to Caltrans leadership.

District Roles

Partnership Identification

- **Stakeholder Engagement:** Engage with local stakeholders, such as city officials, local agency representatives, community organizations, and advocacy groups, to foster partnerships and collaborations.

Project Management and Oversight

- **Project Implementation:** Monitor and facilitate the implementation of proposals according to the defined scope of work, schedule, and milestones.
- **Communication and Coordination:** Maintain regular communication and coordination with partner organizations to address any issues, provide guidance, and track progress.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- **Performance Evaluation:** Conduct periodic evaluations to assess project performance, identify any necessary adjustments, and ensure adherence to objectives and quality standards.

Reporting and Documentation

- **Progress Updates:** Maintain regular communication with the Clean CA Program on project status, achievements, challenges, and any adjustments made to the scope of work or schedule.
- **Documentation Retention:** Ensure proper documentation of all agreements, communication records, project plans, and reports for record-keeping and future reference.
- **Performance Monitoring:** Monitor the progress and performance of projects to ensure the allocated funds are being effectively utilized.
- **Reporting:** Require regular reporting from local/transit agencies on the implementation and outcomes of the funded projects, including progress updates and evaluation results.
- **Data Collection:** Coordinate with partners to collect relevant project data, metrics, and deliverables.

Invoice Verification (Reimbursement)

- **Ensure Compliance with RGA:** Confirm that submitted invoices align with the terms and conditions outlined in the RGA.
- **Validate Eligible Expenditures:** Review costs to ensure they are allowable under program guidelines, e.g., litter abatement, beautification, and employment pathway activities.
- **Confirm Completion of Work:** Verify that the work claimed in the invoice has been completed as described, including site visits or photographic documentation if required.
- **Check Supporting Documentation:** Ensure that all required backup materials (e.g., receipts, timesheets, contractor invoices) are included and accurate.
- **Monitor Project Progress:** Track milestones and deliverables to confirm that the project is on schedule and consistent with the approved scope.
- **Coordinate with Local Agencies:** Communicate with grantees to resolve discrepancies, request missing documentation, or clarify unclear charges.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- **Approve for Reimbursement:** Once verified, inform the Clean California Program to proceed with payment processing by Caltrans Accounting.
- **Report and Escalate Issues:** Flag any non-compliance, ineligible costs, or incomplete work for further review and potential corrective action.

Project Close-out Verification

- **Review Final Deliverables:** Confirm that all project components were completed as outlined in the original grant scope and agreement.
- **Verify Documentation Accuracy:** Ensure the closeout report includes complete and accurate records, e.g. before/after photos, receipts, payroll logs, and performance metrics.
- **Confirm Use of Funds:** Check that all expenditures align with approved budget categories and Clean CA eligibility requirements.
- **Assess Community Impact:** Evaluate whether the project met its stated goals (e.g., litter reduction, beautification, job creation) and delivered measurable benefits.

Stakeholder Engagement

- **Community Outreach:** Engage with local communities to provide updates on project progress, gather feedback, and address any concerns or inquiries related to the urbanized transit projects.
- **Public Awareness:** Promote the projects and their benefits to raise public awareness of their benefits, climate action goals, and improvements in active transportation, micro-mobility, and transit station aesthetics.

Grant Recipient Responsibilities

RGA Development

- **Scope of Work:** Collaborate with Caltrans district coordinator to define the scope of work for each proposal, including the specific activities, objectives, and desired outcomes.
- **Schedule and Milestones:** Work with Caltrans district coordinator to establish a comprehensive schedule with realistic milestones to ensure completion of all proposals. The schedule should consider proposal complexity, resource availability, and potential challenges that may arise during implementation.
- **Resource Planning:** Determine the necessary resources, including funding, personnel, equipment, and materials, required to execute the proposals successfully.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- Legal and Administrative Considerations: Ensure that all RGAs and cooperative agreements comply with Caltrans legal requirements and administrative procedures.

Proposal Management and Oversight

- Proposal Implementation: Monitor and facilitate the implementation of proposals according to the defined scope of work, schedule, and milestones.
- Communication and Coordination: Maintain regular communication and coordination with Caltrans district coordinator to address any issues, provide guidance, and track progress.
- Performance Evaluation: Conduct periodic evaluations to assess proposal performance, identify any necessary adjustments, and ensure adherence to objectives and quality standards.

Reporting and Documentation

- Progress Updates: Maintain regular communication with the Caltrans district coordinator and Clean CA Program on proposal status, achievements, challenges, and any adjustments made to the scope of work or schedule.
- Documentation Retention: Ensure proper documentation of all agreements, communication records, proposal plans, and reports for record-keeping and future reference.
- Performance Monitoring: Monitor the progress and performance of proposals to ensure the allocated funds are being effectively utilized.
- Quarterly Reporting: Complete quarterly reporting on the implementation and outcomes of the funded proposals, including progress updates and evaluation results.
- Data Collection: Collect relevant proposal data, metrics, and deliverables.

Final Vouchering and Project Close-out

- **Submit Final Documentation:** Provide a comprehensive close-out report detailing completed work, expenditures, and outcomes.
- **Include Proof of Completion:** Attach visual evidence (e.g., before/after photos), final deliverables, and any required certifications to demonstrate project completion.
- **Provide Financial Reconciliation:** Submit a final invoice with itemized costs and supporting documentation to reconcile total grant expenditures.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- **Address Scope and Budget Alignment:** Confirm that all activities and costs align with the approved project scope and budget in the RGA.
- **Respond to Caltrans Requests:** Be prepared to clarify, revise, or supplement the report if requested by Caltrans District Coordinators.
- **Submit Final Voucher Request:** Package the close-out report with the final payment request for review and approval by Caltrans.

Stakeholder Engagement

- **Community Outreach:** Engage with local communities to provide updates on proposal progress, gather feedback, and address any concerns or inquiries related to the urbanized CCEP proposals.
- **Public Awareness:** Promote the proposals and their benefits to raise public awareness of their benefits, climate action goals, and improvements in graffiti abatement, employment pathways, litter abatement , and local area aesthetics.

In addition, applicants are encouraged to include:

- **Community education campaigns** that highlight the impacts of litter, encourage behavior change, and promote responsible waste disposal.
- **Engagement strategies** such as school partnerships, volunteer events, and youth training that build long-term stewardship.
- **Collaboration with local businesses** to reduce litter at the source (e.g., convenience stores, fast food outlets, or transit hubs).



Community Cleanup and Employment Pathway (CCEP)

Service Provider CSET

Funding Source: Clean CA

#	CSET Costs	Budget
1	CSET FTE Personnel (Supervisor .4 FTE, Case Manager .5 FTE plus Fringe Benefits)	\$ 77,632.52
2	CSET Participant Wages and Training Costs (4 Participants, 8 hours a day, 2 times a week plus Fica & Workers Compensation)	\$ 71,590.39
3	Equipment Purchase and Lease Costs	\$ -
4	Other Operating Costs (Fuel, PPE, Supplies, Vehicle Maintenance, etc)	\$ 17,700.00
5	Facilities Infrastructure Costs (Rent, Facility/Equipment Repair, Maintenance, Utilities, Security)	\$ 780.00
6	Professional Services (Cell Phone, Internet Access, Outreach, Professional Fees, Membership Dues, Custodial)	\$ 4,080.00
7	Office Supplies Costs (Office Supplies, Postage, Printing, Copying)	\$ 680.00
8	Other Indirect Costs (Indirect Rate 15%)	\$ 16,609.69
9	Other Costs (Payroll Processing, Insurance)	\$ 10,927.40
10	Graffiti Removal	\$ -
11	Traffic Control - provided by CalTrans	\$ -
Total Budget		\$200,000.00

Clean CA Program Community Cleanup and Employment Pathway (CCEP) Grant Proposal

I. PROJECT DESCRIPTION

CALTRANS DISTRICT	PROJECT TITLE	AGENCY NAME	AGENCY CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS
6	City of Porterville CCEP	City of Porterville	Luisa Zavala	559 791-7801	lzavala@ci.porterville.ca.us
			Agency Contact Name (Secondary)	Phone Number (Secondary)	Email Address (Secondary)
			Claudia Calderon	559 782-7460	ccalderon@ci.porterville.ca.us

1.2 PROJECT DESCRIPTION

Instructions: Describe the proposed project, including key activities and outcomes.

Indicate if the project includes (300-500 words):

- Community-led litter cleanup activities
- Employment or workforce training opportunities
- Local partnerships with local organizations, nonprofits, or public agencies
- Cleanup of public rights-of-way or public spaces

Porterville's CCEP program will be operated by the nonprofit organization Community Services & Employment Training, Inc., or CSET. CSET will work with the City to facilitate community-led cleanup events along key transportation corridors and activity centers within the city limits to beautify public space, and create transitional job opportunities for individuals facing barriers to employment including justice-impacted individuals, at-risk youth, and people experiencing homelessness.

Key Program Objectives:

- Reduce litter in public spaces
- Provide workforce development opportunities for vulnerable populations
- Advance equity and community self-sufficiency
- Promote sustainable public engagement and education

Primary focus areas for clean-up efforts will include downtown Porterville and major arterials such as Olive Avenue and Henderson Avenue. Additional cleanup may extend to other high-need areas like trails, parks, and public rights-of-way. CSET will oversee day to day operation of a full time four-member crew that will clean public rights of way as part of a workforce training opportunity, receiving guidance from a CSET driver/supervisor.

The CCEP Program will not only improve the appearance and safety of public spaces, it will drive economic development through workforce training and job creation, while also improving public health and creating more inviting, walkable public spaces that align with long-term community goals.

1.3 PURPOSE AND NEED

Instructions: Explain the problem the project is addressing and why the project is needed in the community. Describe the local conditions (e.g., litter, illegal dumping, blight, unemployment, etc.) and how this project supports community revitalization and workforce development (300-500 words).

The CCEP program in Porterville is urgently needed to address ongoing environmental and socioeconomic challenges affecting the city. Porterville, like many communities across California, struggles with persistent litter, illegal dumping, and urban blight, particularly in public spaces such as parks, trails, sidewalks, and roadways. These issues not only degrade the appearance and usability of community spaces, but also contribute to health

hazards, reduced property values, and a diminished sense of community pride. Without regular maintenance and community engagement, these areas become neglected and unsafe, especially for children, families, and vulnerable residents who rely on clean and accessible public areas for recreation and transportation purposes.

This program is also necessary because it provides a solution to the lack of consistent resources for keeping public spaces clean. City maintenance crews are often limited in staff and budget, leaving many areas without regular upkeep. The CCEP program fills this gap by deploying dedicated crews focused solely on cleaning and maintaining public rights-of-way.

The City had a similar project that operated from February 2023 to June 2025, during which these crews collected 19,777 bags of trash and debris, a clear indication of the scale of the problem and the program's impact. The program was a partnership between the City of Porterville, CalTrans and Tulare County Association of Governments.

Beyond addressing physical cleanup in a disadvantaged community, the CCEP program would also meet a critical need for workforce development in the community. Porterville faces high unemployment and limited job opportunities, especially for individuals with barriers to employment, such as young adults, those without formal education, people reentering the workforce and people experiencing homelessness. The CCEP program, in partnership with Community Services & Employment Training, Inc. (CSET), will offer a structured and supportive environment where individuals gain valuable work experience while improving their own community.

Through this initiative, participants will learn soft skills like teamwork, responsibility, communication, and punctuality, all of which are essential for long-term employment. In the aforementioned three-year program that ended in June 2025, there were 57 individuals who participated, receiving not only job training but also a renewed sense of purpose and belonging. Many participants went on to secure stable employment, utilizing the experience and confidence gained during their time with the program.

The CCEP program is needed because it provides real, visible improvement to Porterville's environment while simultaneously investing in the people who live there. It addresses the twin challenges of urban blight and unemployment with a community-focused solution that empowers residents, builds job readiness, and restores pride in shared public spaces. The program is not just a cleanup effort, it is a vital tool for community revitalization and long-term social and economic development.

1.4 MAP (Attachment A)

Instructions: Include any relevant project location maps, and associated data maps. –

The clean-up efforts will focus on heavily used and highly visible areas such as the downtown corridor, Olive Ave, Henderson Ave and Indiana St as well as any trails or other identified high need area in the public right of way. A map is attached of these heavily used and highly visible areas, but it will not be limited to them especially if a need arises to clean up other right of ways or public areas within the community.

1.5 COST – Suggested Amount: \$50,000 to \$200,000**Instructions: Provide a detailed cost estimate for each activity below and submit with Attachment E.**

Activity	Estimated Cost	Would applicant accept partial funding for this activity?
Planning / Outreach	\$ 2,286.07	☒ Yes ☐ No
Project Implementation – Employment (based on historic number of litter crews/staff)	\$ 149,222.91	☐ Yes ☒ No
Project Implementation – Cleanup (based on historic quantities of litter collection)	\$ 23,240.00	☐ Yes ☒ No
Matching Funds – In-Kind Contribution	\$11,104.00	☒ Yes ☐ No
Other (Specify) All other expenses listed on CSET proposal	\$ 27,537.09	☐ Yes ☒ No
TOTAL	\$ 213,390.07	☐ Yes ☒ No

1.6 SCHEDULE**Note: Project implementation should be completed by April 1, 2027 and final reports/close-out completed by October 31, 2027.**

Milestone	Start Date	End Date
Planning & Community Engagement Begins	March 1, 2026	January 31, 2027
Hiring/Training Program Launch	April 1, 2026	February 28, 2027
Cleanup Activities Begin	April 1, 2026	March 31, 2027
Project Completion (By April 1, 2027)	April 1, 2027	March 31, 2027
Project Close-out (By October 31, 2027)	October 31, 2027	

1.7 KNOWN CONCERNS OR RISKS

Known environmental concerns or risks

☒ No☐ Yes

Known right-of-way concerns or risks

☒ No☐ Yes*Instructions:**Please list any other known risks that could impact this project from being delivered on schedule, budget and scope (300-500 words).*As previously mentioned, the City, in partnership with CSET, has successfully implemented a similar program in recent years and does not anticipate any issues delivering the project.

2 EVALUATION CRITERIA ALIGNMENT

2.1 EVALUATION CRITERIA ALIGNMENT

Instructions:

Describe how the project addresses the following goals (include narrative under each section, 500-700 words):

- **Litter Abatement:**

(Describe the type, scale, and location of cleanup efforts.)

Numerous arterial roads traverse Porterville in addition to active transportation corridors including an abandoned railroad right of way that is currently being converted to a multi-modal corridor and the Tule River with an adjoining parkway. Porterville has many parks and public spaces that include a municipal golf course. All of these places are suitable for cleanup efforts of varying degrees and durations. The proposed transportation corridors, inclusive of active transportation corridors equals approximately 15 miles to be serviced by this program. Per the Healthy Places Index the project areas are located in disadvantaged census tracts or along their boundaries.

- **Job Creation & Employment Pathways:**

(Explain how the project provides direct employment, workforce training, and/or career pathway support for underemployed or underserved individuals.)

Porterville's CCEP program will give participants three months of steady full-time employment to develop a strong work ethic and establish a track record of dependability. Program participants then enter into Phase 2 of the program for up to three months, working three full days per week and doing mandatory job development activities during the two weekdays they are not in the field. By the time they complete the program they will have certifications in first aid, CPR and OSHA 10 training in construction, Caltrans Chapters 7 and 8 training, and completion of CSET's Job Readiness Training curriculum. If they have not already obtained unsubsidized employment after six months in the CCEP program they will be referred to other entities that assist, including CSET operated Employment Connection Centers.

Participants have the opportunity to co-enroll in Employment Connection programs anytime during their CCEP involvement, which provides them access to a multitude of services funded by the federal Workforce Innovation and Opportunity Act (WIOA).

CSET's Job Readiness Program includes 120 hours of training designed to accommodate all learning styles. Videos, PowerPoint presentations, activities, materials, and projects are some of the tools utilized. A student-centered approach is emphasized where CSET's primary role is to coach and assist with student learning through overall comprehension of material. The curriculum consists of six units: Exploring My Story, Creating My Path; Career Readiness Skills; Preparing to Enter the World of Work; Communication and Interpersonal Skills; Financial Foundations for Success; and Job Search and Retention.

- **Community Engagement & Partnership:**

(Describe how local community groups, nonprofits, and/or workforce boards are engaged in project design or implementation.)

The CCEP program in Porterville will be built on strong community engagement and cross-sector collaboration. At the core of the project will be Community Services & Employment Training, Inc. (CSET), a local nonprofit with deep roots in Tulare County and a long-standing commitment to workforce development and community improvement. CSET not only will operate the program but also engage a variety of local partners in both the design and implementation of cleanup and revitalization efforts.

The City of Porterville is an active partner, working closely with CSET to identify high-need areas for cleanup, support community-led events, and coordinate logistical support. This collaboration will ensure that city resources are aligned with community priorities and that cleanups are strategically targeted to maximize impact.

Community engagement is further enhanced through community clean-up and disposal events. In order to encourage property maintenance and community beautification, the City offers residential refuse customers free disposal of general trash, bulk items, wood waste, yard clippings, and e-waste and citywide sweeping. These events foster a sense of ownership and pride among community members, and encourage ongoing stewardship of public spaces.

Additionally, workforce boards and other employment-focused organizations will be engaged to support participant recruitment, job readiness training, and transition into permanent employment. These partnerships ensure that participants in the CCEP program receive not only hands-on job experience but also broader support services that improve long-term employment outcomes.

Through this network of partnerships, the CCEP program is able to combine environmental improvement with community empowerment and workforce development. By actively involving a wide range of local stakeholders, the program becomes more than just a cleanup initiative, it becomes a community-driven effort to build a healthier, more resilient Porterville.

- ***Sustainability:***

(Describe any strategies for sustaining outcomes beyond the grant term—e.g., partnerships, continued employment, long-term maintenance plans.

To further enhance the program's impact, the City is also working toward a complementary partnership focused on freeway and local right-of-way maintenance. Building on the success of the Litter Abatement Pilot Program (LAP), a joint initiative launched in 2021 with Caltrans District 6 and the Tulare County Association of Governments (TCAG), Porterville aims to extend these efforts through a new two-year collaboration. The LAP addressed persistent litter issues along State Routes 65 and 190 within the city limits, using a multi-agency funding model and employing individuals transitioning out of homelessness in partnership with CSET.

From 2021 to 2025, the LAP demonstrated significant community and environmental impact: 19,777 bags of trash were collected and 57 individuals gained transitional employment. The City Council approved up to \$50,000 annually to support the program, and the model has proven effective in both corridor beautification and social reintegration.

As part of the CCEP initiative, the City is now seeking to align the proposed local litter abatement work with this broader regional effort by pursuing a new Delegated Maintenance Agreement with Caltrans, continued funding coordination with TCAG, and an extended agreement with CSET as the program operator. This coordinated approach strengthens community revitalization goals and maximizes the social and environmental return on investment.

The proposed CCEP program is deeply rooted in community collaboration, leveraging local nonprofits, regional agencies, and municipal leadership. These partnerships not only amplify the program's reach and effectiveness, but also ensure that the work being done reflects local priorities, supports vulnerable populations, and sustains long-term community improvements.

3 COMMUNITY ENGAGEMENT

3.1 COMMUNITY ENGAGEMENT INFLUENCE

Instructions (300-500 words):

- Identify how community input shaped the proposal.

Community input has been a key driver in shaping the City of Porterville's proposal for this grant, ensuring that the program reflects the real needs and priorities of residents. Over the past several years, the City has actively engaged with community members through public events, direct outreach, and workforce programs to seek community input in priorities when seeking grant funding. Through that outreach valuable insight has been gained into where and how litter abatement and workforce efforts should be focused.

One of the most effective tools the City has used to collect ongoing community feedback is the myPorterville app, a mobile platform that allows residents to report issues such as illegal dumping, litter hotspots, and blight. Submissions through the app have helped identify high-need areas and recurring problem zones across the city. This real-time data is used by City staff to prioritize cleanup locations, monitor progress, and respond to community concerns efficiently. The app empowers residents to take an active role in keeping their neighborhoods clean and safe, and ensures that the program is grounded in local input.

In addition to digital feedback, the City has also received input from community groups and downtown merchants. Many of these individuals have shared insights about public space usage, challenges faced by unhoused residents, and the importance of creating pathways to employment. These voices have directly shaped the proposal's dual focus on environmental cleanup and transitional job creation.

Partnerships with regional entities like Caltrans District 6 and the Tulare County Association of Governments (TCAG) have also provided channels for community input at the regional level, especially related to freeway corridors such as State Routes 65 and 190. These collaborations ensure that the proposal reflects both local concerns and broader regional priorities.

Looking ahead, the City will continue to gather and incorporate community feedback throughout the life of the program. Tools like the myPorterville app, along with public meetings and outreach events, will remain central to tracking progress, adjusting priorities, and maintaining transparency.

By integrating community input at every stage, from proposal development to implementation, the program is designed to be both responsive and accountable, ultimately creating cleaner public spaces and stronger opportunities for local residents.

- *Planned Engagement During Implementation*

During the implementation of the CCEP program, the City of Porterville will continue to prioritize ongoing community engagement to ensure that the program remains responsive, inclusive, and transparent. A multi-tiered approach will be used to gather feedback, inform residents, and involve community stakeholders throughout the life of the project.

Examples of how this will be achieved include:

1. **Ongoing Use of the myPorterville App**

The City will continue promoting and monitoring the myPorterville app as a direct channel for community members to report litter concerns, illegal dumping, and blight. Reports submitted through the app will be reviewed regularly and used to inform route planning and cleanup prioritization by the CSET crew. This tool gives residents a voice in the day-to-day operations of the program and fosters a sense of community ownership.

2. **Community Cleanup Events**

The City will continue to hold a Community Clean up and disposal as well as mattress collection services and support volunteer-led cleanup events in public spaces. These events will offer opportunities for local schools, civic groups, businesses, and residents to engage directly in beautification efforts, while also serving as outreach opportunities for educating the public about litter prevention and environmental stewardship.

3. **Stakeholder Meetings and Coordination**

The City will maintain close collaboration with CSET, and other partners to allow for the exchange of feedback, data review, and strategy alignment across the community.

4. **Surveys and Participant Feedback**

Program participants employed through CSET will be asked to provide feedback on their experience, including suggestions for improving job training, support services, and field operations. Surveys may also be distributed to the public to assess satisfaction with program outcomes and identify new areas of focus.

5. **Public Communications and Transparency**

Progress updates, performance metrics (e.g., number of cleanups, bags of trash collected, jobs created), and community success stories will be shared through the City's website, social media channels, and community newsletters. These updates will keep the public informed and invested in the program's outcomes.

6. **City Council and Community Presentations**

Staff will provide periodic updates to the Porterville City Council and community boards, offering transparency, inviting public comment, and allowing for course correction based on community priorities.

- Attach Public Engagement Plan (Attachment B). – see attached.

4 UNDERSERVED or HISTORICALLY EXCLUDED COMMUNITIES

4.1 ANALYSIS

Is the project located in an underserved or historically excluded community?

☐ Yes

☐ No

X partially located in an underserved community

CalEnviroScreen 4.0 and the SB 535

Disadvantaged Communities map indicate that only portions of Porterville west of Highway 65 are not underserved/excluded/disadvantaged

What was the basis for determining if any part of project is located in or benefits an historically excluded community: (only check a box if in or partially in an historically excluded community)

a. ☐ Median Household Income

b. X CalEnviroScreen 4.0

c. ☐ Free or Reduced-Price School Meals

d. ☒ Healthy Places Index

e. ☐ Native American Tribal Lands

f. ☐ Other

4.2 BENEFITS TO UNDERSERVED or HISTORICALLY EXCLUDED COMMUNITY

Instructions: Describe how the project will benefit underserved or historically excluded communities through (300-500 words):

- Job access

CSET enrolls every CCEP participant with the intention of them departing with a good outside job or a pathway to a career or further education. CSET provides mentorship, training and access to workforce development services to provide job access.

- Cleaner, safer streets or public spaces

CSET cleanup crews do not only beautify the community by removing litter, they make streets and public spaces safer. Crews currently operating in Porterville clear heavily used rights of way of all sort of hazardous

materials, from trip-and-fall or vehicle damaging hazards like tires and lumber to biological hazards like used hypodermic needles and drugs. Crews even encounter dangerous items like guns and explosives. Items that have been removed after falling from passing vehicles include a kayak. This is especially beneficial for those individuals who rely on active modes of transportation such as walking and using a bicycle due to not having access to a vehicle or driver's license. This population includes, but is not limited to low-income persons, senior citizens, individuals with disabilities, and youth.

- *Increased civic pride and stewardship*

The busy roads, riverside areas and rails to trails right of way serve as the “front door” to the Porterville community, providing a lasting first impression for visitors and affecting the collective self-image of residents. The CSET crews who have worked on Porterville-based cleanup programs report that they get a lot of positive feedback from the public. Motorists and pedestrians shout encouragement as they drive by, and CSET receives telephone and email messages praising cleanup crews. When crew members complete the program, they bring a heightened sense of awareness and stewardship back to the community. The City and CSET anticipate that the CCEP will be similarly received by the public and its participants.

- *Connection to public resources and services*

As the federally designated anti-poverty organization (Community Action Agency) for Tulare County, CSET offers wraparound services to County residents. It operates more than 50 programs and is able to provide CCEP program participants with access to additional services through referrals to its network of hundreds of partner agencies that include public agencies and other nonprofits. CSET serves a wide variety of individuals and families who need assistance to achieve self-sufficiency because they are lacking adequate employment, job skills, education or stable housing. A significant percentage are trying to overcome barriers such as involvement in gangs or the justice system, physical or mental health issues or substance abuse. CSET's programs operate in five strategic focus areas - Community Initiatives, Energy Assistance, Workforce Development, the Visalia Navigation Center for those experiencing homelessness, and the Sequoia Community Corps, a federally recognized and state certified local youth conservation corps. Clean California and other roadside cleanup programs operate under the umbrella of the Corps.

Beautification of transportation corridors improves the safety and comfort of individuals who rely on non-motorized modes of transportation to access community resources and services. The City has made great effort to secure grant funds for the construction of active transportation projects to improve walking and bicycling conditions in Porterville, and the CCEP Program will support our efforts to improve these facilities by ensuring they are clean and safe for public use.

5 LETTER OF SUPPORT

5.1 LETTER OF SUPPORT

Instructions: Attach signed letters from Caltrans district (where proposal is located) endorsing the project.

6 ADDITIONAL ATTACHMENTS

6.1 SUPPLEMENTAL MATERIALS

Instructions – Attach any applicable documents as follows:

- **Attachment A:** Project / Data Maps
- **Attachment B:** Public Engagement Plan
- **Attachment C:** Existing Site Photos
- **Attachment D:** Letters of Support
- **Attachment E:** Cost Breakdown & Estimate

- *Break down expenses by category (e.g., staff time, equipment, materials, outreach, etc.)*
- *Briefly explain the purpose of each cost to demonstrate alignment with project goals.*

Prepared by:

Claudia Calderon
Community Development Director
City of Porterville

Date

Approval Recommended by:

District Clean CA Grant Coordinator

Date

Approved by:

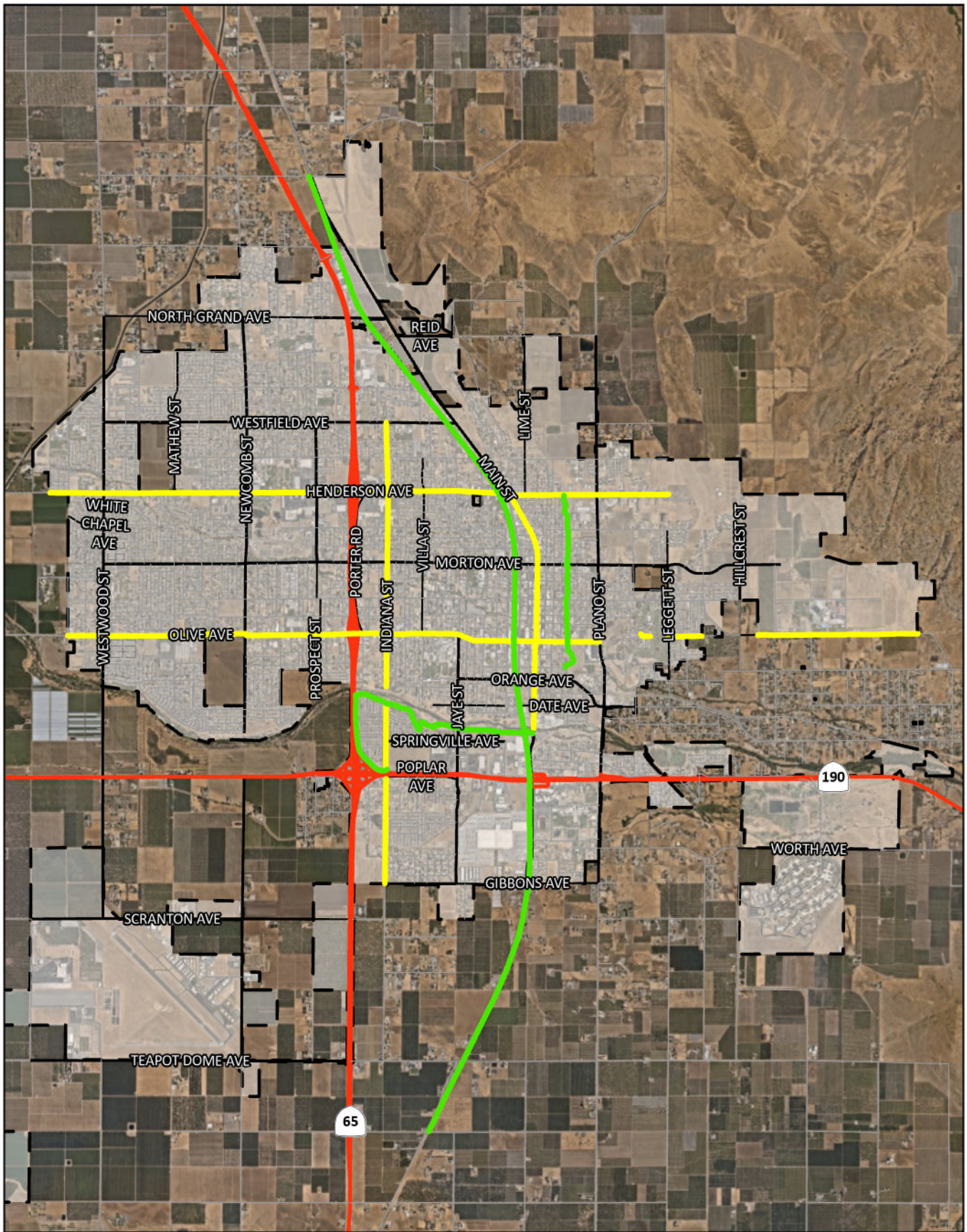
Clean California Program Director

Date

Instructions – Attach any applicable documents as follows:

- **Attachment A:** Project / Data Maps
- **Attachment B:** Public Engagement Plan
- **Attachment C:** Existing Site Photos
- **Attachment D:** Letters of Support
- **Attachment E:** Cost Breakdown & Estimate
 - Break down expenses by category (e.g., staff time, equipment, materials, outreach, etc.)
 - Briefly explain the purpose of each cost to demonstrate alignment with project goals.

Attachment A - CCEP Project Location



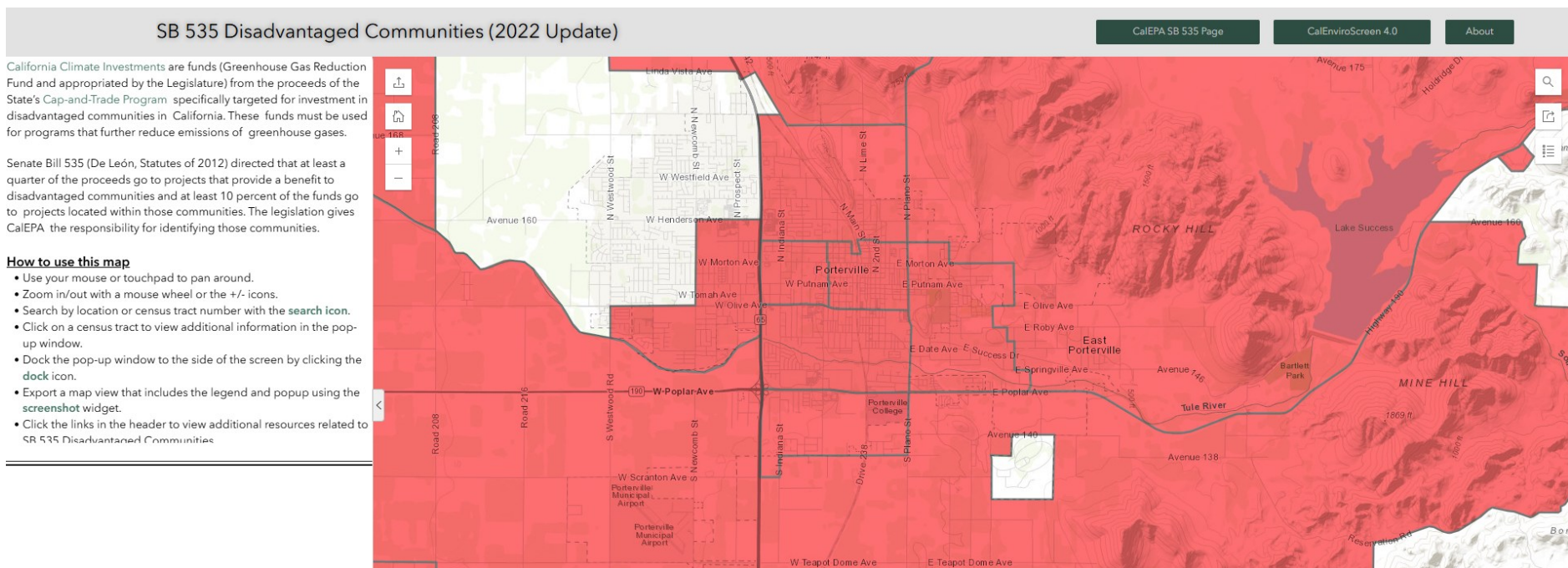
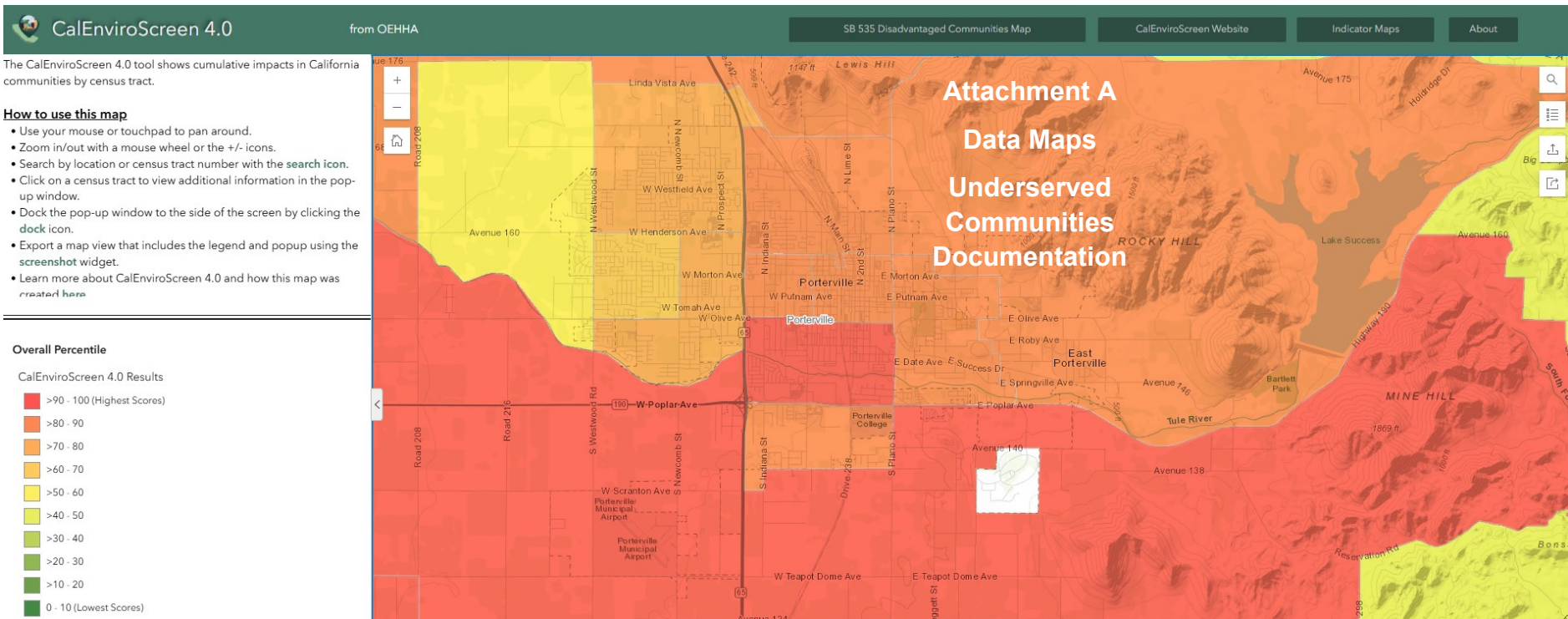
Project Location

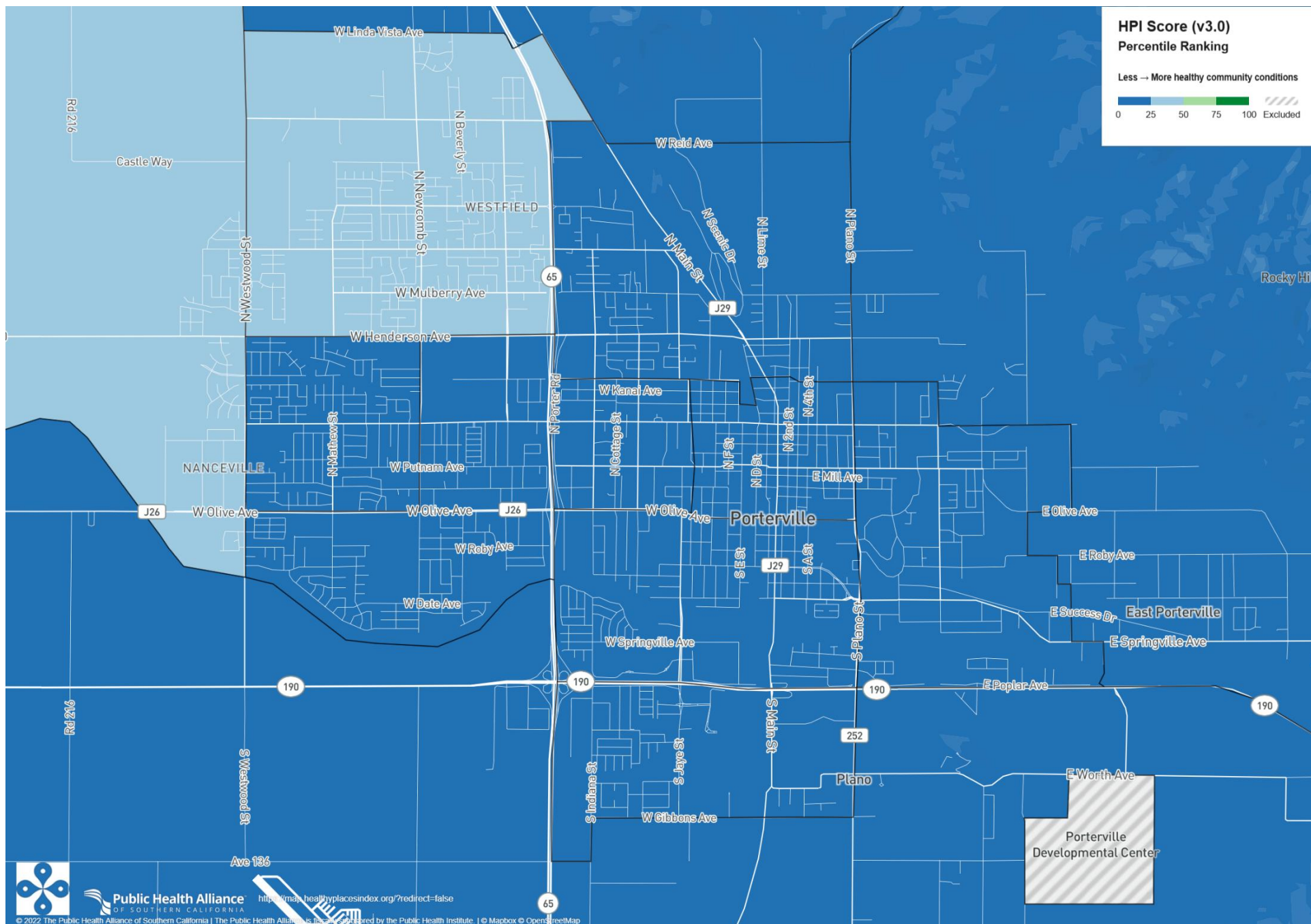
Trails

City Limits

0 0.5 1 Miles







Attachment B: Public Engagement Plan

City of Porterville – CCEP Program

Program Operator: Community Services & Employment Training, Inc. (CSET)

Purpose

The Public Engagement Plan outlines the City of Porterville's strategy for informing, involving, and collaborating with residents and stakeholders throughout the implementation of the CCEP program. This plan ensures that community input continues to shape priorities, identifies problem areas, and enhances accountability while fostering a sense of local ownership.

Goals of Public Engagement

1. Ensure transparent communication with the public about program activities, goals, and results.
2. Encourage community participation in identifying litter issues and beautification opportunities.
3. Provide accessible feedback channels for continuous improvement.
4. Foster civic pride and promote public education on environmental stewardship.
5. Support equitable participation, especially from underserved or impacted communities.

Engagement Strategies & Methods

Strategy	Description	Timeline	Lead Entity
1. My Porterville App Reporting	Promote the use of the <i>My Porterville</i> app for residents to report litter, dumping, and blight issues.	Ongoing	City of Porterville
2. Community Cleanup Events	Host cleanup and disposal events in Porterville.	Semi-Annually	City Public Works Department
3. Participant Feedback Surveys	Collect feedback from CSET program participants about job experience and training needs.	Biannually	CSET Workforce Team
4. Public Satisfaction Surveys	Conduct simple public surveys online and in person to measure satisfaction with program impact.	Annually	City of Porterville
5. Stakeholder Coordination	Maintain regular meetings with CSET and workforce agencies to align program priorities and address concerns.	Bi-monthly	City Community Development Dept., City Parks Department
6. Digital Communication	Share progress updates, metrics, and stories via the City's website, newsletters, and social media.	Monthly updates	City Communications Team
7. Council & Community Reports	Present status reports to City Council; invite public comment.	Twice per year	City Staff, CSET
8. Outreach to Vulnerable Groups	Work with local service providers to engage unhoused and at-risk residents in transitional employment.	Ongoing	CSET, Local Nonprofits

Monitoring and Evaluation

The City will track and evaluate public engagement using the following indicators:

- Number of app reports submitted and addressed.
- Participation rates in community cleanups and outreach events.
- Survey response rates and satisfaction levels.
- Feedback from partner agencies and program participants.
- Adjustments made to the program based on community input.

Contact Information

For questions or to get involved, residents can contact:

City of Porterville Community Development Department

Email: housing@ci.porterville.ca.us

Phone: (559) 782-7560

Website: www.ci.porterville.ca.us

My Porterville App: Available on iOS and Android

ATTACHMENT E – Cost Breakdown & Estimate

The City of Porterville will provide its outreach, organization and oversight services as in kind support of the Clean California program. Community Services & Employment Training, Inc., the subcontractor operating the program, will be compensated on a fee for service basis, with the majority of funds used to compensate program participants for their labor.

Activity	Estimated Cost for Grant Application	Estimated Cost of InKind	Purpose & Alignment with project goals
Planning / Outreach			
City of Porterville	\$ -	\$ 2,286.07	Responsible entity for reporting to funding source and administration of grant deliverables- this is for staff time dedicated to those activities
CSET	\$ -	\$ -	Responsible entity for project implementation, supports community efforts and individuals in need as part of its mission
Project Implementation – Employment (based on historic number of litter crews/staff)			
<u>CSET case manager</u> : 40% of full time equivalency (2 days per week), plus fringe benefits; \$22,695.92 wages plus \$8,496.80 benefits	\$ 31,192.72	\$ -	Recruits participants, does intake, arranges and conducts training, assists in job seeking
Project Implementation – Cleanup (based on historic quantities of litter collection)			
<u>Participant wages</u> : 4 participants x 8 hours per	\$ 71,590.39	\$ -	Provides the labor to operate the
<u>CSET supervisor</u> : 40% of full time equivalency (2 days per week), plus fringe benefits; \$22,502.52 wages plus \$23,937.28 benefits	\$ 46,439.80	\$ -	Oversees the clean-up crews and provides mentorship
<u>Operating costs</u> : fuel, personal protective equipment, vehicle maintenance, supplies	\$ 17,700.00	\$ -	Allows crews to be properly equipped and able to do the work
<u>Professional services</u> : wireless phone, internet access, professional fees, etc	\$ 4,080.00	\$ -	Enables CSET staff to do their work effectively
<u>Office supplies</u> : supplies, postage, printing, copying	\$ 680.00	\$ -	Basic supplies used in administering the program
Matching Funds – In-Kind Contribution			
City of Porterville: Clean up event (2/year)	\$ -	\$ 11,104.00	This is for community wide cleanup and removal projects
Other (Specify)			
CSET payroll processing fees and insurance:	\$ 10,927.40		Covers CSET's costs in paying participants and staff an providing insurance coverage
CSET facilities infrastructure costs	\$ 780.00		Covers the cost of storage and use of CSET facilities
CSET Federally approved indirect cost rate: 15%	\$ 16,609.69		Covers CSET's indirect costs in supporting programs like Clean California
TOTAL	\$ 200,000.00	\$ 13,390.07	\$ 213,390.07



CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Acceptance of Project – “Center” Friant-Kern Canal Turnout and Basin Project

SOURCE: Engineering and Project Management

COMMENT: Romanazzi General Engineering has completed the “Center” Friant-Kern Canal Turnout and Basin Project in accordance with the approved plans and specifications. The project included the installation of new water pipelines, concrete structures, earthwork, and all associated appurtenances. This improvement supports the City’s efforts to meet the requirements of the Sustainable Groundwater Management Act (SGMA) and helps meet the community’s long-term water system demands.

Staff tracks construction costs for all Capital Improvement Projects and provides a report of total expenditures when projects are accepted by the City Council. On September 20, 2022, the City Council authorized an expenditure of \$1,674,761 for construction, contingency, construction management, and inspection services. On May 6, 2025, the Council approved an additional \$44,000, bringing the total authorized project budget to \$1,718,761.

The final project costs are summarized as follows:

1. Construction Contract: \$1,582,621.33
2. Construction Management, Special Equipment, Quality Control, and Inspection Services: \$97,919.53

The total construction cost of \$1,680,540.86 is within the overall authorized project budget of \$1,718,761. Funding for this project was provided through the Water Replacement Fund.

Romanazzi General Engineering has requested City Council acceptance of the project as complete. Staff has inspected the completed work and found it to be in conformance with the approved plans and specifications. Completion of this project represents a key investment in the City’s long-term water reliability and compliance with regional groundwater sustainability goals.

RECOMMENDATION:

That the City Council:

1. Accept the “Center” Friant-Kern Canal Turnout and Basin Project as complete; and
2. Authorize the filing of the Notice of Completion by the City Clerk.

ATTACHMENTS:

1. Locator Map – “Center” Friant-Kern Canal Turnout and Basin Project

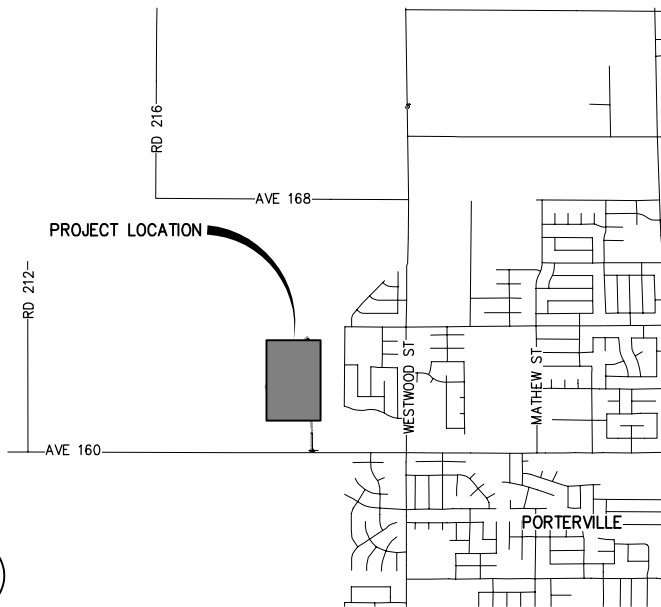
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



VICINITY MAP

NOT TO SCALE



CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Authorization to Schedule a Public Hearing for the Adoption of the 2025 California Building Standards Codes

SOURCE: Engineering and Project Management

COMMENT: The various building codes in use by most jurisdictions in California are updated periodically to reflect the latest materials, technologies, and construction practices within the building industry.

The last published building codes, specifically the California Building Codes, were updated in 2022. The State of California has since adopted the 2024 International Codes as the 2025 State Codes for Building, Plumbing, Mechanical, Electrical, and Energy.

In addition to these codes, the State has also mandated the adoption of the 2025 California Green Building Standards Code, Fire Code, Residential Code, Administrative Code, Wildland-Urban Interface Code, Existing Building Code, and Reference Standards Code. These codes will take effect statewide on January 1, 2026.

The adoption of the 2025 California Fire Code will be handled separately by the Fire Department.

As part of the upcoming adoption of the 2025 California Building Codes, the City Council has previously directed staff to include a proposed local amendment addressing C-train (cargo container) exemptions for temporary, non-occupied storage. This proposed amendment will be presented with the adopting ordinance for Council consideration during the public hearing.

Each of the California Codes will be adopted by Ordinance and will repeal the corresponding State Codes previously in effect. Adoption of these updated Codes ensures the City's continued compliance with State law and alignment with current construction standards for safety, sustainability, and efficiency.

RECOMMENDATION: That the City Council authorize the City Clerk to notice a Public Hearing for November 18, 2025, to receive input and give first

reading to draft Ordinances for the adoption of the 2025 Editions of the California Building, Plumbing, Mechanical, Electrical, Green Building Standards, Residential, Administrative, Reference Standards, and Energy Codes.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Authorization to Schedule a Public Hearing for the Adoption of the 2025 California Fire Code

SOURCE: Fire

COMMENT: The California Fire Code, adopted by most jurisdictions statewide, is periodically updated to reflect current materials, construction techniques, and fire safety standards. The most recent update was in 2022. The State of California has now adopted the 2024 International Codes as the 2025 State Codes for Building, Fire, Plumbing, Mechanical, Electrical, and Energy standards.

The State of California has mandated local jurisdictions to adopt the 2025 California Fire Code. The adoption of the 2025 California Fire Code is part of the City's overall update to align with the State's 2025 Building Standards Codes. The 2025 California Fire Code will take effect statewide on January 1, 2026.

Each of the 2025 California Codes will be adopted by local ordinance and will repeal the prior State Code editions currently in effect.

RECOMMENDATION: That the City Council authorize the City Clerk to notice a Public Hearing for November 4, 2025, to receive public input and give first reading to draft ordinances for adoption of the 2025 Edition of the California Fire Code.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Fire Chief

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Authorization for the Appropriation of Additional Funds for the Butterfield Stage Corridor Project

SOURCE: Engineering and Project Management

COMMENT: On September 24, 2024, the City Council authorized the award of the construction contract for the Butterfield Stage Corridor Project to Yarbs Grading & Paving. This project will develop an active transportation corridor approximately 3.9 miles in length along the former Southern Pacific Railway line, extending from College Avenue to West North Grand Avenue. The corridor will include solar lighting, water stations, benches, wayfinding, controlled crossing systems, and landscaping. It will also include the installation of a non-potable water main that provides future connections to large water users along the route, including Porterville College.

During construction, it was determined that additional utility improvements were necessary to address system gaps in the City's utility master plans. Specifically, the installation of a storm drain line and water line from Henderson Avenue to Westfield Avenue was needed. The storm drain improvements are critical to preventing future flooding near Westfield and Henderson Avenues by redirecting stormwater that traditionally inundates the basin in Zalud Park to the basin along Westfield Avenue near State Route 65. The added water line will create a loop in the City's water system, protecting pressure and eliminating the existing "dead end" at Westfield Avenue.

While installing these utilities, the construction crew encountered a substantial amount of rock at depths between 15 and 20 feet, requiring specialized drilling equipment and additional time. The initial cost for this added work was estimated at \$1,214,464, which was covered by the project's contingency. However, due to the volume of rock encountered, the cost has increased to \$1,862,539.

To ensure the project continues without delay and maintains sufficient funding for any additional unforeseen conditions, staff is requesting an appropriation of \$500,000 from the Storm Drain Developer Fund and \$200,000 from the Water Replacement Fund. These funds will supplement the project's contingency and ensure completion of the necessary utility work without delay.

The Butterfield Stage Corridor Project remains a priority infrastructure investment that will enhance connectivity, reduce flooding risks, and improve system reliability along this major corridor.

RECOMMENDATION: That the City Council:

1. Authorize an appropriation of \$500,000 from the Storm Drain Development Fund; and
2. Authorize an appropriation of \$200,000 from the Water Replacement Fund.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Authorization to Review Draft Bylaws for the California Charter Cities Association

SOURCE: City Manager's Office

COMMENT: The City of Porterville is exploring participation in the formation of the California Charter Cities Association (CCCA), an organization designed to strengthen and protect local control for charter cities through education, advocacy, and intergovernmental collaboration.

The draft bylaws establish the framework for the organization's governance, membership, and operations. The purpose of the association is to advocate for the collective interests of charter cities, promote local decision-making authority, and provide educational opportunities for municipal officials.

The draft bylaws define the association's objectives, including advocacy for legislation beneficial to member cities, communication on issues affecting charter cities, the organization of educational conferences, and collaboration on intergovernmental initiatives. The bylaws also include provisions for membership eligibility, board structure, officer responsibilities, voting procedures, financial management, and standards of ethical conduct.

Before any formal action is considered, it is appropriate to refer the draft bylaws to the City Attorney for legal review and feedback. This review will ensure the document complies with applicable laws, aligns with the City's Charter authority, and accurately reflects the interests of the City Council. Staff will return the reviewed and finalized version for City Council consideration at a future meeting.

RECOMMENDATION: That the City Council authorize the City Attorney to review and provide feedback on the draft bylaws for the California Charter Cities Association and return recommendations to the City Council at a future meeting.

ATTACHMENTS: 1. Draft Bylaws

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

(DISCUSSION DRAFT)

Bylaws for the California Charter Cities Association

Article I: General

Section 1: Corporation Name.

This corporation is the California Charter Cities Association (CCCA).

Section 2: Offices.

The principal office of this corporation shall be located in _____, California. The CCCA Board of Directors (CCCA Board) may establish such other CCCA offices as it deems necessary to the effective conduct of CCCA programs.

Section 3: Compliance with Governing Laws.

In all matters not specified in these bylaws, or in the event these bylaws do not comply with applicable law, the California Nonprofit Corporation Law applies.

Article II: Purpose and Objectives

Section 1: General.

CCCA's purpose is to strengthen and protect local control for charter cities through education and advocacy to enhance the quality of life for all Californians.

Section 2: Objectives.

CCCA's objectives are the following:

- (a) Advocate for legislation that results in benefits to its Member Cities,
- (b) Communicate to its Member Cities and the public on issues related to the general welfare of citizens in California charter cities,
- (c) Pursue strong intergovernmental relationships to promote the well-being of California charter cities,
- (d) Organize educational opportunities, such as conferences of charter city officials,
- (e) Stimulate greater public interest and more active civic consciousness as to the importance of charter cities in California's system of government,
- (f) Collect and disseminate information of interest to its Member Cities, and

(g) Engage the membership in a continuing analysis of the needs of its Member Cities.

Article III: Membership

Section 1: Qualification.

Charter Cities. Any charter city, or charter city and county, in California may, by the payment of annual dues prescribed in Article IV, become a Member City and as such is entitled to CCCA services and privileges.

Section 2: Termination.

(a) Grounds for Termination. Membership is suspended or terminated whenever any of the following occurs:

(i) The Member City resigns by giving written notice to CCCA;

(ii) The Member City does not pay dues, fees or assessments in the amounts and terms set by the CCCA Board; or

(iii) An event occurs that makes the Member City ineligible for membership.

(b) Procedures for Termination. CCCA shall give 15 days notice of any suspension or termination of membership and the reasons for such action, along with the opportunity to respond orally or in writing not less than five days before the effective date of the action.²

Section 3: Non-Liability.

No Member City is liable for the debts or obligations of CCCA.

Article IV: Dues

Section 1: Establishment.

The CCCA Board establishes CCCA's dues annually according to charter city population. The population of each charter city is the most current population as determined by the California Department of Finance, Demographic Research Unit, or its successor agency or unit. If no successor agency or unit is named, the most current population used to determine dues shall be used to determine future dues until such time as these bylaws are amended to designate a new source for determining charter city population.

Section 2: Increase in Dues.

(a) Board Vote Requirement. Any increase in dues must be approved by the CCCA Board by a two-thirds vote. The CCCA Board's approval shall be accompanied by an explanation of the need for the increase, including but not limited to:

(i) Increases in CCCA's costs related to general increases in the consumer price index or other factors; and/or

(ii) The expansion of existing programs or initiation of new programs.

(b) Member City Ratification Requirement. Any dues increase that exceeds either the "consumer price index" for the preceding twelve months or five percent (whichever is greater) requires Member City ratification. In no event, however, shall the CCCA Board approve a dues increase in excess of ten percent without Member City ratification.

(i) "Consumer Price Index" Defined. For purposes of this section, the consumer price index is the California consumer price index for all urban consumers calculated by the California Department of Industrial Relations or its state or federal successor.

(ii) Approval Threshold. Member City ratification requires a majority of Member Cities casting votes.

(iii) Mechanism for Seeking Approval. The ratification may occur at CCCA's General Assembly (see Article V) or by using the mail balloting procedure (see Article XI, section 5).

(c) Dues Cap. In no event will a Member City's dues increase by more than \$5,000 per year.

Section 3: Delinquency.

Any Member City of CCCA who is delinquent in dues, fees or assessments may be suspended or have that member's membership terminated as provided in Article III, section 2.

Article V: Membership Meetings

Section 1: Annual Meeting.

(a) Time and Place. CCCA's regular Annual Meeting is held at the time and place as the CCCA Board determines. In case of any unusual conditions or extraordinary emergency, the CCCA Board may, at its discretion, change the time or place of the meeting.

Section 2: Special Meetings.

Special meetings of CCCA may be called by the CCCA Board and shall be called by the CCCA Board upon the written request of five percent or more of the Member Cities. Any written

request by Member Cities shall describe the general nature of the business to be transacted and the text of any proposed resolution(s).

Section 3: Member City Delegates to Annual Meeting.

Each Member City shall, with the approval of its city council, designate a city official as the city's designated voting delegate and, in the event that the designated voting delegate is unable to serve in that capacity, up to two alternate voting delegates.

Section 4: Notice of Meetings.

(a) General. Notice shall be given to all Member Cities of the time and place of all regular and special meetings by emailing, faxing or mailing a written notice at least fifteen days prior to each meeting, or by publishing a notice of the meeting at least two weeks prior to the meeting in an official publication of CCCA; provided, however, that failure to receive such notice does not invalidate any proceedings at such meeting.

(b) Special Notice Requirements for Special Meetings. Any notice of the calling of a special meeting shall specify the purpose of the special meeting in such detail to enable Member Cities to determine whether they should attend. In the event a special meeting is requested by five percent or more of the Member Cities, the notice shall also set for the text of any proposed resolution(s).

Section 5: Parliamentary.

The CCCA President shall appoint a Parliamentarian to resolve procedural issues at CCCA's Annual Meeting.

Article VI: Resolutions

Section 1: Role and Scope of Resolutions.

Resolutions adopted by CCCA's General Membership and such CCCA Board policies as are not inconsistent with such resolutions constitute CCCA policy. All resolutions shall be relevant to charter city issues.

Section 2: Origination.

Resolutions may originate from CCCA Board or from Member Cities. A resolution originated from Member Cities must have the concurrence of at least five or more cities.

Section 3: Timing of Resolution Submittal for the Annual Meeting.

All resolutions shall be submitted at least sixty days prior to the Annual Meeting.

Section 4: Special Meeting Resolution Procedures.

(a) Relevancy. All resolutions must be relevant to the meeting purpose specified in the special meeting notice.

(b) Opportunity for Member Review. All resolutions to be proposed during the Special Meeting shall be available for membership review by electronic (for example, by posting on the CCCA website) or other means at least 24 hours prior to the beginning of the special meeting.

Section 5: Full Debate.

The opportunity for full and free debate on each resolution shall occur prior to consideration of a resolution.

Article VII: Board of Directors

Section 1: Role and Powers.

Subject to the provisions and limitations of California Nonprofit Corporation Law, any other applicable laws, and the provisions of these bylaws, CCCA's activities and affairs are exercised by or under the direction of the CCCA Board of Directors. The CCCA Board is responsible for the overall supervision, control and direction of CCCA. The CCCA Board may delegate the management of CCCA's affairs to any person or group, including a committee, provided the CCCA Board retains ultimate responsibility for the actions of such person or group.

Section 2: Composition.

The CCCA Board is composed of the following:

(a) Nine Directors, who serve staggered three-year terms, and at least two of whom are representatives of small charter cities with a population of 10,000 or less;

(b) For purposes of this section, the population of each charter city is the most current population as determined by the California Department of Finance, Demographic Research Unit, or its successor agency or unit. If no successor agency or unit is named, the most current population used to determine these dues shall be used to determine future dues until such time as these bylaws are amended to designate a new source for determining city population.

(c) Officers consisting of a President, a First Vice-President and a Second Vice-President, who each serve a term of office of one year, selected from the Board of Directors;

(d) Directors hold office until their successors are elected and qualified.

Section 3: Staggered Terms.

The terms of the Directors are staggered, so that the terms of approximately one-third of the members of the CCCA Board expire each year.

Section 4: Election of Directors.

(a) Directors are elected by the CCCA Membership at its Annual Meeting.

(b) Commencement of Terms. The term of office of all newly elected Directors commences immediately on the adjournment of the Annual Meeting; however, the newly constituted CCCA Board may meet prior to the adjournment of the Annual Meeting for the purpose of organization.

Section 5: Nomination Process.

(a) Timing. The CCCA President, with the concurrence of the CCCA Board, shall establish a nominating committee at the first Board meeting of the calendar year in which the election is to occur.

(b) Election. The election of CCCA Directors and officers shall occur at the Annual Meeting.

Section 6: Vacancies.

(a) Directors. If a vacancy occurs in a directorship, the CCCA Board may elect a new Director to fill the vacancy at the next regular board meeting. The CCCA president may nominate individuals for consideration by the CCCA Board.

(b) Terms. The person elected or appointed to fill a vacancy holds office for the remainder of the term of the office in question.

(c) Grounds for Vacancy. A vacancy in a directorship shall occur due to resignation, or a vacancy in elective or appointed office held by the director.

Section 7: Resignation.

Any Director resignation is effective upon receipt in writing by the CCCA President, unless a later date is specified in the letter.

Section 8: Meetings and Meeting Notice.

(a) Regularly Scheduled Board Meetings. The CCCA Board shall meet no fewer than four times a year. Notice of regularly scheduled Board meetings shall be mailed to each Director at least 14 days before any such meeting.

(b) Emergency Board Meetings. A good faith effort shall be made to provide notice of any emergency board meetings (for example, by first-class mail, personal or telephone notification, including a voice messaging system or other system or technology designed to

record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means).

(c) Telephonic or Electronic Participation. Members of the CCCA Board may participate in any meeting through the use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting by this means constitutes presence in person at such meeting.

(d) Notice Content. All meeting notices shall include the meeting date, place, time, and, as applicable, the means by which a CCCA Director may participate electronically.

Section 9: Policies.

The CCCA Board may adopt such policies for its government as it deems necessary and which are not inconsistent with these bylaws. In the event of an inconsistency, these bylaws shall prevail.

Section 10: Committees.

The CCCA Board may establish committees to study charter city problems, advise on CCCA educational efforts, make recommendations with respect to CCCA advocacy efforts, or to engage in other appropriate CCCA service.

Section 11: Compensation.

The Directors do not receive any compensation for their services, but, with CCCA Board approval, may be entitled to reimbursement for actual and necessary expenses incurred in the performance of their duties.

Section 12: Reports of Directors.

The CCCA Board's duties include providing an annual report to CCCA members at the regular Annual Conference showing CCCA work, CCCA financial condition, and a statement with respect to CCCA's plans for further work and proposed policies.

Section 13: Standard of Care.

(a) General. A Director shall perform the Director's duties, including duties on any committee on which the Director serves, in good faith, in a manner the Director believes to be in the best interests of CCCA and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

(b) Reliance on Information. In performing the Director's duties, the Director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by:

(i) One or more CCCA officers or employees whom the Director believes to be reliable and competent as to the matters presented;

(ii) Counsel, independent accountants, or other persons as to matters which the Director believes to be within such person's professional or expert competence; or

(iii) A CCCA Board committee upon which the Director does not serve, as to matters within the committee's designated authority, provided that the Director believes the committee merits confidence.

The Director may rely on such information, opinions, reports, or statements as long as the Director acts in good faith after reasonable inquiry (when the need for such inquiry is indicated by the circumstances) and as long as the Director has no knowledge that would suggest that such reliance is unwarranted.

(c) Non-Liability. An individual who performs the duties of a Director in accordance with this section will not be liable for any failure or alleged failure to discharge that person's obligations as a Director, including, without limiting the generality of the preceding, any actions or omissions which are inconsistent with CCCA's nonprofit purposes.

Section 14: Right to Inspect Records.

Every Director has a right at any reasonable time to inspect and copy all CCCA books, records and documents of every kind and to inspect CCCA's physical property.

Section 15: Positions on Statewide Ballot Measures.

Notwithstanding any other provision of these bylaws, the CCCA Board may take a position on a statewide ballot measure by a 2/3rd vote of those Directors present.

Article VIII: Officers

Section 1: Identity.

The officers of CCCA are a President, a First Vice-President, and a Second Vice-President.

Section 2: Duties of CCCA Officers.

(a) President. The President presides at all CCCA Board meetings and all Annual and Special Meetings of the general membership. The President has such other powers and duties as may be prescribed by these bylaws or the CCCA Board.

(b) First Vice-President. The First Vice-President carries on the duties of the President in the President's temporary absence or incapacity. The First Vice-President has such other powers and duties as may be prescribed by these bylaws or the CCCA Board.

(c) Second Vice-President. The Second Vice-President carries on the duties of the President in the President's and First Vice-President's temporary absence or incapacity. The Second Vice-President has such other powers and duties as may be prescribed by these bylaws or the CCCA Board.

Section 3: Election.

The CCCA Board elects the President, First Vice-President and Second Vice-President for terms of one year. The election occurs at the CCCA Board's meeting at the Annual Meeting of the General Membership.

Section 4: Vacancies.

A vacancy in the office of President is filled by the succession of the First Vice-President to that office. A vacancy in the office of First Vice-President, or Second Vice-President, is filled for the un-expired term by appointment by the CCCA Board of a member of the CCCA Board.

Section 5: Chief Executive Officer and CCCA Employees.

(a) Employment. The CCCA Board may select a Chief Executive Officer (CEO) who employs, or causes to be employed, such other persons as may be necessary who need not be CCCA members. The CEO and employees perform such duties and receive such compensation as the CCCA Board may from time to time prescribe.

(b) Specific Duties. The CEO performs or causes to be performed the following functions:

(1) Corporate Secretary. These duties include:

- (i) Keeping a full and complete record of the proceedings of the CCCA Board;
- (ii) Giving such notices as may be proper and necessary;
- (iii) Keeping minute books for CCCA;
- (iv) Communicating the CCCA Board's actions to Member Cities;
- (v) Executing such instruments necessary to carry out Board directives and policies; and
- (vi) Complying with other record-keeping and reporting requirements of California Nonprofit Corporation Law.

(2) Chief Financial Officer. These duties include:

(i) Having charge of and custody of and receiving, safeguarding, disbursing and accounting for all CCCA funds;

(ii) Depositing and investing such funds in such institutions and investments as approved by the CCCA Board;

(iii) Maintaining CCCA' financial books and records; and

(iv) Preparing and submitting such accounting and tax forms as may be required by local, state and federal law.

(c) Insurance. All employees handling the finances of CCCA shall be insured in such amount as the CCCA Board deems desirable or necessary, such insurance to be approved by the CCCA Board or a committee designated by the CCCA Board and the premiums paid by CCCA.

Article IX: Voting

Section 1: Quorum.

(a) In General. A majority of the members of the CCCA Board, committee or other kind of subsidiary body constitutes a quorum for the purpose of making decisions.

(b) Annual Meeting. The presence, at the Annual Meeting, of voting delegates (or alternates) representing a majority of Member Cities, constitutes a quorum.

Section 2: Voting Methods.

(a) Annual Meeting. All voting in the annual meetings of the Member Cities of CCCA, is by voice vote.

(b) Alternative Methods. If the presiding official cannot determine the outcome of the voice vote or three or more Member Cities request, an alternative method of voting may be used. An alternative voting method may be by any means (show of hands, written ballot, display of voting cards, etc.) which allows the presiding official to accurately determine the outcome of the vote.

(c) Roll Call Vote. A roll call may be demanded by representatives of ten percent or more of the voting body.

(d) Voting Cards. A voting card will be issued to each Member City's designated voting delegate upon presentation of evidence of the delegate's designation by the Member City.

(e) Proxy Voting. Proxy voting is not allowed.

Section 3: Vote Threshold.

Except as otherwise provided in these bylaws, a majority vote of approval of those voting is necessary for decision.

Section 4: One City One Vote.

Except as otherwise provided, the representative of each Member City present and in good standing casts one vote. A majority of the votes cast is necessary for a decision.

Section 5: Mail Balloting.

In addition to voting at CCCA meetings, CCCA may solicit member input by mail ballot upon such terms and conditions as it may deem necessary, convenient, or appropriate.

Article X: Qualifications to Hold Office and Vacancies

Section 1: Eligibility to Hold Office.

(a) In General. Excepting the office of the CEO, no person shall be eligible to hold office in CCCA unless the individual is officially in city service in a Member City at the time of the person's election or appointment.

(b) Length of Service. An individual who has occupied an elected CCCA Board office (as defined in Article VIII, section 1) for nine months (275 days) or more is ineligible to stand for election for that same office again.

Section 2: Vacancies.

(a) Vacancy Defined. A CCCA office becomes vacant when an individual resigns, misses three consecutive convened meetings or leaves city service.

(b) Effective Date of Vacancy Caused by Leaving City Service. The effective date of a vacancy caused by a departure from city service is the date an individual ceases to occupy the same or comparable city office as the individual had when the individual was elected or appointed to the CCCA office. Upon written request of the individual, the CCCA Board may allow the individual to continue in the CCCA office for a period not to exceed 3 months from the effective date of the vacancy, which time period may be extended by the Board upon finding of good cause.

(c) Effective Date of Resignations. For the effective dates of resignations, see Article VII, section 7 (effective date of CCCA Board resignations).

(d) Filling Vacancies. Vacancies will be filled as provided in these bylaws; see Article VII, section 6 (filling CCCA Board vacancies).

(e) Successor Terms. An individual filling a vacancy serves the unexpired term of his or her predecessor.

Article XI: Finances

Section 1: Fiscal Year.

The fiscal year of CCCA is the calendar year.

Section 2: Budget.

(a) Preparation and Approval. Not less than fifteen days prior to the budget meeting of the CCCA Board, the CEO shall distribute to the Board a detailed budget describing the estimated revenues and expenditures for the ensuing budgetary period for the CCCA Board's consideration and approval.

(b) Dissemination. Upon approval, a copy of CCCA's budget shall be sent to each Member City.

Section 3: Limitation of Expenditures.

The CCCA Board may not incur indebtedness in excess of the estimated or actual revenues for the ensuing fiscal year, without the approval of a majority of CCCA's Member Cities.

Section 4: Annual Audit.

CCCA's accounts shall be audited by a certified public accountant after the close of each fiscal year.

Article XII: Prohibited Transactions

Section 1: Conflicts of Interest.

General Principle. Members of the CCCA Board as well as members of CCCA policy committees, and members of any standing or ad hoc committees and task forces consisting of members of the CCCA Board or CCCA policy committees, are expected to make decisions in the best overall interests of charter cities statewide, as opposed to narrow parochial, personal, or financial interests. This is analogous to city officials being expected to make decisions in the best overall interests of the community as opposed to narrow private or self-interests.

Section 2: Loans.

CCCA may not make any loan of money or property to, or guarantee the obligation of, any director or officer. This prohibition does not prohibit CCCA from advancing funds to a CCCA director or officer for expenses reasonably anticipated to be incurred in performance of their duties as an officer or director, so long as such individual would be entitled to be reimbursed for such expenses under CCCA Board policies absent that advance.

Section 3: Self-Dealing and Common Directorship Transactions.

(a) Self-Dealing Transactions. A self-dealing transaction is a transaction to which CCCA is a party and in which one or more of its directors has a material financial interest.

(b) Common Directorships. “Common directorships” occur when CCCA enters into a transaction with an organization in which one of CCCA’s directors also serves on the organization’s board.

(c) Pre-Transaction Approval. To approve a transaction involving either self-dealing or a common directorship, the CCCA Board shall determine, before the transaction, that

(i) CCCA is entering into the transaction for its own benefit;

(ii) The transaction is fair and reasonable to CCCA at the time; and

(iii) After reasonable investigation, the CCCA Board determines that it could not have obtained a more advantageous arrangement with reasonable effort under the circumstances.

Such determinations shall be made by the CCCA Board in good faith, with knowledge of the material facts concerning the transaction and the director’s interest in the transaction, without counting the vote of the interested director or directors.

Section 4: Ethical Considerations.

These restrictions, of course, represent the floor, not the ceiling, for ethical conduct as a CCCA Director or policy committee member. If a Director or policy committee member believes that there are circumstances under which CCCA’s members might reasonably question the Director’s or policy committee member’s ability to act solely in the best interests of CCCA and its member cities, the prudent course is to abstain.

As an example, typically CCCA Directors should abstain from participating in decisions on legislation that would uniquely affect organizations for which they work. Another example is legislation that would uniquely benefit a Director’s city. Policy committee members should also consider abstaining in similar circumstances.

Article XIII: Miscellaneous

Section 1: Indemnification.

(a) Indemnity Authorized. To the extent allowed by California Nonprofit Corporation Law, CCCA may indemnify and advance expenses to its agents in connection with any proceeding, and in accordance with that law. For purposes of this section, “agent” includes directors, officers, employees, other CCCA agents, and persons formerly occupying these positions.

(b) Approval of Indemnity. An individual seeking indemnification shall make a written request to the CCCA Board in each case.

(i) Success on the Merits. To the extent that the individual has been successful on the merits, the CCCA Board will promptly authorize indemnification in accordance with California Nonprofit Corporation Law.

(ii) Other Instances. Otherwise, the CCCA Board shall promptly determine, by a vote of a majority of a quorum consisting of directors who are not parties to the proceeding, whether, in the specific case, the agent has met the applicable standard of conduct under California law, and, if so, will authorize indemnification to the extent permitted.

(c) Advancing Expenses. To the extent allowed under California Nonprofit Corporation Law, the CCCA Board may authorize an advance of expenses incurred by or on behalf of an agent of this corporation in defending any proceeding prior to final disposition. The CCCA Board shall find that:

(i) the requested advances are reasonable; and

(ii) before any advance is made, the agent will submit a written undertaking satisfactory to the CCCA Board to repay the advance unless it is ultimately determined that the agent is entitled to indemnification for the expenses under this section.

Section 2: Insurance.

The CCCA Board may authorize the purchase of insurance on behalf of any agent against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, and such insurance may provide for coverage against liabilities beyond CCCA's authority to indemnify an agent under law.

Section 3: Contracts and Execution of Instruments.

All contracts entered into on behalf of CCCA shall be authorized by the CCCA Board, or by the person or persons upon whom the CCCA Board confers such power from time to time. Except as otherwise provided by law, every check, draft, promissory note, money order, or other evidence of indebtedness of CCCA shall be signed by the persons authorized to do so by the CCCA Board.

Section 4: Disposition of Assets Upon Dissolution.

CCCA's properties and assets are irrevocably dedicated to the fulfillment of CCCA's purposes as described in Article II. No part of CCCA's net earnings, properties and assets, on dissolution or otherwise, may inure to the benefit of any private person. On liquidation or dissolution, CCCA's net assets shall be distributed to CCCA's Member Cities consistent with the

provisions of the California Nonprofit Corporation Law relating to mutual benefit corporations then in effect.

Section 5: Parliamentary Authority.

Subject to the provisions of these bylaws and applicable law, Robert's Rules of Order or other such parliamentary rules as may be adopted by the CCCA Board shall prevail at all meetings of CCCA, the CCCA Board, and in all subsidiary groups.

Section 6: Seal.

The CCCA Board may adopt a suitable seal for CCCA. The seal may be affixed to corporate instruments, but any failure to affix it does not affect the instrument's validity.

Section 7: Governing Law.

In all matters not specified in these bylaws, or in the event these bylaws are inconsistent with applicable law, the provisions of California Nonprofit Corporation Law then in effect apply.

Section 8: Litigation Authority.

Member Cities authorize CCCA to initiate or respond to litigation on their collective behalf when the CCCA Board determines such litigation is necessary to protect Member Cities' shared vital interests.

Article XIV: Amendments

Section 1: Consideration.

These bylaws may be amended by CCCA's Member Cities at an Annual Meeting or by a mail ballot to Member Cities.

Section 2: Vote Threshold.

A two-thirds vote of approval of those voting is necessary to amend these bylaws.

Section 3: Who May Propose.

Amendments may be proposed by the CCCA Board or by petition of ten percent of Member Cities. The proponent may specify whether the amendment is to be considered at the Annual Meeting or by mail ballot.

Section 4: Board Review.

Any amendment proposed by petition shall be submitted to the CCCA Board in writing for its review. The CCCA Board's recommendation and reasons following its review shall accompany all materials relating to the proposed amendment.

Section 5: Procedure for Consideration at Annual Meeting.

(a) Notice. The meeting notice shall include notice of any proposal to amend CCCA' bylaws, along with the subject of the proposed amendment(s).

(b) Consideration by Member Cities. The proposed amendment, along with any action by the CCCA Board pursuant to section 4 of this Article, shall be considered by the Member Cities along with any resolutions presented.

Section 6: Effective Date.

After approval, amendments go into effect after the expiration of the protest period unless otherwise specified in the amendment.

Section 7: Protest and Suspension until Next Annual Meeting.

If, within sixty days after the adoption of any amendment, one-third or more of the Member Cities submit a written protest against such amendment, the amendment is automatically suspended until the next Annual Meeting, when it may be taken up again for reconsideration and vote.



CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Consideration of Appointment to the Parks & Leisure Services Commission

SOURCE: Administrative Services

COMMENT: The Parks & Leisure Services Commission currently has four Commissioners with terms set to expire at the end of October 2025:

- Kieran Daly
- Catherine Capone
- Diane Graybehl
- Janet Uresti

Commissioners Kieran Daly, Diane Graybehl, and Janet Uresti have each fulfilled their second consecutive term limits and are no longer eligible to serve on the Commission, resulting in three vacancies. Commissioner Catherine Capone has submitted a Request for Reappointment to the Commission.

The Parks & Leisure Services Commission serves in an advisory capacity to the City Council on matters concerning Parks and Leisure Services and is comprised of eight (8) members with staggered four (4)-year terms. To be eligible for appointment, individuals must reside within the City of Porterville and represent a cross-section of the community. The Commission currently meets on the first Thursday of each month at 5:30 p.m. at City Hall.

Staff will advertise the vacant positions and solicit applications from interested

individuals to fill the remaining vacancies.

RECOMMENDATION: That the City Council consider the re-appointment of Cathy Capone to the Parks & Leisure Services Commission to serve a four-year term to expire October 2029.

ATTACHMENTS: 1. Request for Appointment: Catherine Capone

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



RECEIVED

SEP 10 2025

CITY OF PORTERVILLE
CITY CLERK'S OFFICE

Please complete all blanks.

Name: Catherine Capone

(Please Print)

Appointment to: Parks and Leisure Services Commission
(Name of Board, Commission, or Committee)

☒ Reappointment; or IF NEW, Please provide:

Street Address:

[REDACTED]

Mailing Address:

Porterville CA 93257

Name of Business:

☐ Own

☐ Operate

Business Address:

Telephone: Home

[REDACTED]

Work

FAX

E-mail

[REDACTED]

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☐ 1 ☒ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)
see attached

Please tell us why you are interested in this position.
see attached

☒ Resume attached

☒ Letter of request attached

Submitted By: [Redacted]

9-8-25
Date

Received by: Fernando Gabriel-Moraga

Forwarded to:

City Clerk

☐

Date: 9-10-25

City Council

☐

Date: _____

Staff Liaison

☐

Date: _____

Tentative Council Mtg Date: 10-21-25

Letter of Interest – Request for Appointment to Parks and Leisure Services Commission

Dear City Council Members,

Mayor Greg Meister, Vice Mayor Ed McKervey and Council Members, Raymond Beltran, AJ Rivas, and Stan Green

Please consider this packet as my request for appointment to the Parks and Leisure Services Commission.

I am interested in continuing to serve on the Parks and Leisure Services Commission. As a commissioner I pledge to be prepared for meetings, keep current on the park long range planning, design, and construction progress, and maintenance. I will be an advocate for park programming which welcomes the whole community to the parks and advise the Parks and Leisure Department on grant opportunities and potential collaborators for park improvements and maintenance.

1. Letter of interest-cover sheet
2. City of Porterville application form
3. Brief Resume
4. Why I am interested in appointment

Sincerely,

Catherine Capone



Employment

1973-2013 Teacher in a variety of school districts from Soledad, Kings County, Avenal, and Porterville. From 1990-2013 worked for and retired from Porterville Unified School District.

2013-2018 Part time employment as a substitute teacher, mentor, and trainer.

Volunteer

1. California Native Plant Society- currently serving as a member of the Board of Directors and the Alta Peak Chapter delegate to the Chapter Council.
2. Tule River Parkway Association – currently serving as the president and the project manager of the Tule River Parkway Native Plant Demonstration Gardens. As a volunteer I am managing the 32 gardens and Arbor Day plantings along the Tule River Parkway. Tule River Parkway Association, a local nonprofit, has provided 1814 hours of volunteer garden development and maintenance in the first 8 months of 2025 year.
3. AARP - American Association of Retired Persons – Completed the Planning Academy course for volunteers in 2023.
4. Porterville Parks and Leisure Services Commission – served for two terms while employed by PUSD as the PUSD representative to the Commission.

Catherine Capone

Why am I interested in serving on the Parks and Leisure Services

I am dedicated to advocating for equitable access to open space and recreational opportunities. I have been focused on the Tule River Corridor in my volunteer efforts for years. I have surveyed all Porterville parks specifically to investigate each park's accessibility and value for senior citizens and physically challenged people. This study has given me a detailed knowledge of all our park spaces, their current condition and potential for improvements. Leisure services, which includes programing in the park spaces is a critical aspect of encouraging people and making them feel safe and welcomed to the park spaces. My prior experience as a commissioner gives me a base of knowledge for future service. Porterville has an impressive range of park projects planned or in construction and I am interested in being part of these exciting improvements and the expansion and connectivity of the park and trailway network in Porterville.



CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Reappointment and Appointment to the Library and Literacy Commission

SOURCE: Administrative Services

COMMENT: The Library and Literacy Commission consists of seven members who advise the City Council on policies, programs, and activities related to the City's library and literacy services.

There are currently four members serving on the Commission with terms expiring at the end of October 2025: Sonya Lopez, Susan Uptain, Fernando Serrano, and Kim Baumgardner. Commissioner Sonya Lopez has expressed interest in continuing to serve on the Commission and has submitted a Request for Reappointment for Council's consideration. Commissioner Kim Baumgardner has notified staff that she will not be seeking reappointment, while Commissioners Fernando Serrano and Susan Uptain have not yet informed staff of their intentions to continue serving. The City Clerk's Office has also received one new application from Obdulia Alvarado for appointment to the Commission.

Staff recommends the following actions to maintain quorum and continuity of Commission operations. Staff will continue advertising the remaining vacancies and will return to City Council with additional recommendations as applications are received.

RECOMMENDATION: That the City Council:

1. Reappoint Sonya Lopez to the Library and Literacy Commission for a term expiring October 31, 2028; and
2. Appoint Obdulia Alvarado to the Library and Literacy Commission for a term expiring October 31, 2028.

ATTACHMENTS:

1. Request for Appointment: Sonya Lopez
2. Request for Appointment: Obdulia Alvarado

Appropriated/Funded:

Review By:

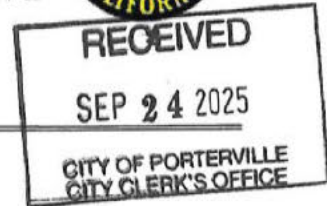
Department Director:

Yuliana Andrade, Administrative Services Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Sonya Y. Lopez
(Please Print)

Appointment to: Library and Literacy Commission
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:

Porterville, CA 93257

Mailing Address:

Porterville, CA 93257

Name of Business:

Porterville Unified School District

☐ Own

☐ Operate

Business Address:

600 W. Grand Ave.

Porterville, CA 93257

Telephone: Home

Work

FAX

E-mail

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☒ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Resume attached

- Education Background

- Work Experience

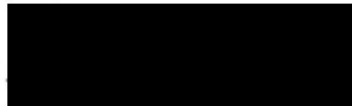
Please tell us why you are interested in this position.

I would like to continue my position.

☒ Resume attached

☐ Letter of request attached

Submitted By:



09/12/2025

Date

Received by:

Fernando Gabriel-Moraga

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date:

10/21/25

Sonya Yvonne Lopez

Porterville, CA 93257

PROFESSIONAL SUMMARY:

To obtain a position as a counselor and utilize crisis intervention skills, college and career readiness counseling, and multicultural knowledge to support students toward success..

SKILLS:

- **Programs:** Microsoft Office and Google Suite, data entry programs, Zoom & online engagement tools, AERIES Information System, and case management databases
- **Languages:** English and Spanish

PROFESSIONAL EXPERIENCE:

Porterville Unified School District · 2020 - Current

Pathways Technical Job Developer/Work Based Learning Coordinator

- Implement work based learning to build student awareness and preparation for college and career readiness
- Develop and provide a continuum of grade level college and career opportunities, including college, technical, and workforce skills within targeted industries
- Advise and mentor students regarding personal, social, and behavioral traits that assist in their employability
- Provide guidance on work ethics and the hiring process for internships, job shadowing, jobs, and apprenticeship experiences
- Conduct workshops on employment, soft skills, and professional skills to prepare for college and career after high school graduation
- Assist with the development of industry partnerships for program advisory boards and working with professionals to increase student success and allow students to explore college and career options

Tulare County Health and Human Services Agency Child Welfare Services · 2017 - 2020

Social Services Worker III

- Managed a caseload of more difficult types of social services cases, that included adolescent youth, infants, and high risk children
- Performed in-home assessments to establish eligibility for community resources to assist clients
- Performed in-person assessments and interviews to determine relevant goal plans for clients
- Assisted with finding Permanency (through Legal Guardianship or Adoption) for foster children
- Investigated and made recommendations concerning family situations involving neglect and/or abuse and made appropriate referrals
- Prepared and maintained case records, case narratives and court reports

Porterville Unified School District · 2016 - 2017

Pathways Secretary III

- Created student and staff surveys and compiled data for various reports
- Develop Pathway Program brochures and related marketing materials
- Assisted in processing grant expenditures and created purchase requisitions and related documentation

EDUCATION:

National University · 2020 - July 2022

Masters in Science in Educational Counseling with Pupil Personnel Services Credential

University of California, Merced · 2012 - 2016

Bachelor of Arts in Psychology, Bachelor of Science in Cognitive Science

PROFESSIONAL COMMITTEES:

- P8 Coalition Advisory Board
- Pathways/CTE Program Advisory Boards
- PSI CHI Honor Society

- Assisted Pathway site budget managers with grant expenditures and timelines regarding completion/submission of required expenditure and documentation deadlines
- Assist in coordinating the budget process by analyzing and monitoring Pathway Program and related District budgets as needed for grant reporting purposes and assisted with auditing procedures
- Assigned work and provided training and routine supervision for students, clerks, and office aids

University of California, Merced - School of Social Sciences, Humanities, and Arts · 2014 - 2016

Peer Mentor

- Informed about on-campus services and school policies, and referred students to appropriate resources
- Consulted with students on their academic performance on undergraduate program and degree completion and answering questions on major and minor requirements
- Assisted in evaluating students' transcripts for transferable credit, while informing students of assist.org, policies on course substitutions, and procedures of taking summer courses at another institution
- Organized workshops on registration, degree progression, and academic success
- Managed School of Social Sciences, Humanities, and Arts advising email and peer mentor email, and all social media accounts

Merced Valley Crisis Center · February 2015 - May 2015

Domestic Violence Advocate Intern

- Advocated for and supported victims of Domestic Violence
- Provided activities and reading time for Client's children at the shelter
- Monitored crisis hotline and referred clients to appropriate resources

University of California, Merced - School of Social Sciences, Humanities, and Arts · January 2014 - August 2014

Student Assistant

- Assisted as front desk receptionist for School of Social Sciences, Humanities, and Arts Academic Advising
- Provided students with information about on-campus services and resources (e.g. tutoring services, CAPS)
- Informed students of policies, regulations, programs and procedures in service of their educational needs
- Assisted in Administrative projects (Course Articulation, Transfer Articulation)

RESEARCH EXPERIENCE:

Harvard University Laboratory for Developmental Studies · Cambridge, MA · June 2016 - August 2016

Warneken Lab Research Assistant

- Assisted in conducting research experiments on children of 3 – 8 years of age
- Knowledge of protocols for assigned research experiments including running experiments, collecting data (live coding and video coding), and properly storing data using the laboratory database
- Assisted in recruiting families interested in participating in studies
- Participated in presenting an academic poster of project findings to faculty, graduate students, and research assistants

University of California, Merced - Dr. Eric Walle's Interpersonal Developmental Lab · August 2015 - May 2016

Research Assistant

- Assisted in conducting research experiments on children from 9 months – 4 years of age
- Knowledge of protocols for individual research experiments including running experiments, collecting and storing data
- Assisted in recruiting families interested in participating in studies during community events

University of California, Merced - Dr. Michael Spivey's Research Lab · August 2014 - December 2014

Research Assistant

- Assisted in conducting SONA Experiments on undergraduate students, using the Nexus Motion Capture equipment for research experiments
- Knowledge of protocols for individual research experiments including running experiments, collecting and storing data

City of Porterville Resident:

☒ Yes
☐ No

Select District:

☐ 1 ☐ 2 ☐ 3
☐ 4 ☐ 5

Registered Voter:

☒ Yes
☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

see attached letter

Please tell us why you are interested in this position.

After nearly 4 decades in education, promoting literacy and lifelong learning remains a core passion. Serving on the Library Board provides an opportunity to extend that mission beyond the classroom, ensuring that residents of all ages have access to books, digital tools, and programs that foster knowledge, curiosity and creativity.

☐ Resume attached

☒ Letter of request attached

Submitted By:



10-15-25
Date

Received by:

Fernando Gabriel Moraga

Forwarded to: City Clerk

☒ Date: 10-15-25

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: 10-21-25

Statement of Interest

Porterville City Library Board

As an educator with 38 years of experience and a lifelong commitment to public service, I am deeply interested in serving on the Porterville City Library Board. Throughout my career, I have worked to inspire curiosity, promote literacy, and support the educational growth of students, families, and community members alike. Joining the library board would allow me to continue this mission in a broader community setting. I believe libraries are vital to a thriving, informed, and compassionate society. They offer a safe and welcoming environment for learning, reflection, and connection. My background in education has given me a strong understanding of how to build partnerships between schools, families, and civic organizations. I would bring this experience to strengthen collaboration between our schools and the library—especially in areas of youth engagement, cultural preservation, and technology access. As a community leader, I value the opportunity to help guide the library's vision for innovation and inclusion. I am passionate about ensuring that the library remains a place where every individual feels valued, supported, and empowered to learn. It would be an honor to contribute to programs that foster literacy, preserve local history, and encourage lifelong learning. Thank you for your consideration. I would be privileged to serve the people of Porterville through the City Library Board and continue my lifelong dedication to education, culture, and community growth.

Respectfully submitted,


Obdulia Guzman Alvarado



CITY COUNCIL AGENDA – OCTOBER 21, 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 October 7, 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 Stats

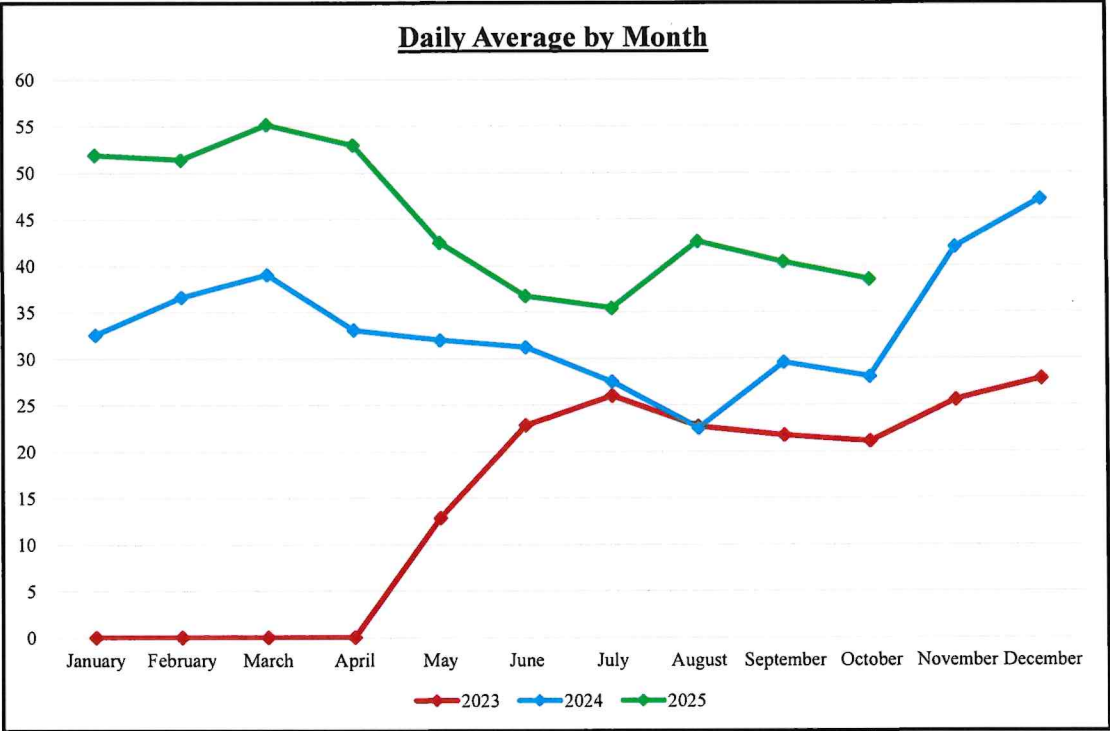
Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

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	35.42
August	22.68	22.48	42.55
September	21.70	29.53	40.33
October	21.03	28.00	38.46
November	25.53	41.97	-
December	27.77	47.06	-





CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Public Hearing for Consideration of Adopting A Mitigated Negative Declaration and A Mitigation Monitoring And Reporting Program For, and Approving, The Hope Elementary School Water System Improvement Project

SOURCE: Community Development

COMMENT: Hope Elementary School, located east of the intersection of South Indiana Street and West Teapot Dome Avenue and south of the City, is served by a single active well that is in exceedance of acceptable maximum contaminant levels for nitrate. As a result, Hope Elementary School now seeks to consolidate with the City's existing water system. To do this, new water mains connecting the school to the City's water system would be constructed along South Indiana Street and West Teapot Dome Avenue. Additionally, at the school site, a 4-inch service connection and water meter would be installed, providing the school with the ability to use the new water main for domestic water use, irrigation, and fire flow. A water tank existing on-site would be removed, and the existing well would be destroyed. In total, the Project would:

- Construct approximately 6,550 linear feet (LF) of 12-inch water main along South Indiana Street from West Teapot Dome Avenue to West Scranton Avenue, connecting to City facilities on West Scranton Avenue;
- Construct approximately 5,300 LF of 12-inch water main along West Teapot Dome Avenue from the frontage of Hope Elementary School to Newcomb Street, connecting to City facilities in Newcomb Street;
- Jack and bore approximately 300 LF of 12-inch water main under State Route (SR) 65 along the project alignment along the route to Newcomb Street;
- Install a 4-inch service connection at Hope Elementary School;
- Install a 4-inch backflow preventer at Hope Elementary School;
- Install a water meter and box at Hope Elementary School;
- Remove an existing water tank at Hope Elementary School;
- Result in destruction/abandonment of the existing well at Hope Elementary School;
- Install fire hydrants at least every 500 feet along the proposed water main alignment, except where no structure is present; and

- Result in approximately 1,100 LF of dead end main along West Teapot Dome Avenue from South Indiana Street to Hope Elementary School. Dead end mains are those which are not connected to another part of the water system.

ANALYSIS: The proposed Project is consistent with the goals, policies and land use designation of the Porterville 2030 General Plan and the Tulare County General Plan. The Porterville 2030 General Plan designates the site as Education as is supported by the PS (Public and Semi-Public) zoning. The Project area is fully developed with a public school and consistent with the land uses allowed by the General Plan.

The water consolidation project would provide Hope Elementary School with a consistent and reliable source of water, as water produced by the existing well has been found to have nitrate levels higher than the regulatory maximum contaminant level. All water supplied as a result of Project completion would come from the City of Porterville and would meet current water quality standards as required by the Storm Water Pollution Prevention Plan. The implementation of the Project would not impede sustainable groundwater management of the San Joaquin Valley Tule Subbasin, nor would it substantially decrease groundwater supplies. As part of the Project, the existing Hope Elementary well would be abandoned and would no longer be drawing water out of the groundwater basin. While the new connections would be new users of the City's water system, they would not be new users to the groundwater basin. Therefore, the consolidation of the school's well into the City's water system would assist with a permanent solution for water for the school. No other connections to the extended water system are proposed at this time. The attached Mitigation Monitoring and Reporting Program shall be adopted and implemented as part of the project approval.

Environmental Review:

On March 5, 2024, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the proposed consolidation project in light of the studies prepared and with implementation of defined mitigation measures related to Biological Resources. The Initial Study and proposed Mitigation Measures have been transmitted to interested agencies, groups, and individuals for a 30-day review period from September 12, 2025, through October 12, 2025. At the time of writing the staff report, no comments had been received.

RECOMMENDATION:

That the City Council:

1. Hold the noticed Public Hearing to receive public testimony regarding the proposed project; and
2. Adopt the draft resolution, adopting the IS/MND and

Mitigation Monitoring and Reporting Program and approving the water consolidation project.

ATTACHMENTS:

1. Draft Resolution
2. Draft Initial/Study/Mitigated Negative Declaration (ISMND)
3. Locator Map
4. General Plan Land Use Map
5. Zoning Map
6. Chapter 5 of Draft ISMND - Mitigation Monitoring and Reporting Program

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

RESOLUTION NO. ____-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADOPTING A MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR, AND APPROVING, THE HOPE ELEMENTARY SCHOOL WATER SYSTEM IMPROVEMENT PROJECT

WHEREAS: the City Council of the City of Porterville at its regularly scheduled meeting of October 21, 2025, conducted a public meeting to consider approval of a Mitigated Negative Declaration (MND) for the Hope Elementary School Water System Improvement Project ("Project"); and

WHEREAS: Hope Elementary School is served by an active well that is in exceedance of acceptable maximum contaminant levels for nitrate, and therefore, seeks to consolidate with the City's existing water system. The Project consists of construction of new water mains along South Indiana Street and West Teapot Dome Avenue connecting the school to the City's water system. Additionally, the installation of a 4-inch water meter and backflow preventer at the school site, providing the school with the ability to use the new water main for domestic water use, irrigation, and fire flow. A water tank existing on-site would be removed and the existing well would be destroyed; and

WHEREAS: on April 16, 2024, the City Council of Porterville via Resolution 20-2024, authorized the City of Porterville's Public Works Director or Designee to apply for and receive financing from the California State Water Resources Board for the Planning, design and construction of Hope Elementary School Water System Improvement Project with the City of Porterville.

WHEREAS: the aforementioned activities, individually and collectively, constitute a "project" pursuant to the California Environmental Quality Act, Public Resources Code Section 21000, et seq. ("CEQA") and the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3, Section 15000, et seq.; and

WHEREAS: the City prepared an Initial Study pursuant the provisions of CEQA and the CEQA Guidelines; and

WHEREAS: the Initial Study indicated the potential for significant effects in the environmental factors of resource areas of Biological Resources, Geology/Soils, Cultural Resources, Tribal Cultural Resources, and Mandatory Findings of Significance; and

WHEREAS: the Initial Study concluded that with implementation mitigation measures, all potentially significant effects resulting from the Project can be mitigated to a less-than-significant level, and that adoption of a Mitigated Negative Declaration would be appropriate; and

WHEREAS: there is no substantial evidence, in light of the whole record before the agency, that the proposed Project, with the adoption of the Mitigation, Monitoring and Reporting Program would have a significant effect on the environment; and

WHEREAS: on March 5, 2024, the Environmental Coordinator, made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the proposed Project; and

WHEREAS: pursuant to Public Resources Code Section 21080.3.1, on or about March 13, 2024, the City provided notice of the Project to Santa Rosa Rancheria Tachi Yokut Tribe and the Tule River Indian Tribe, and received no response therefrom; and

WHEREAS: on September 12, 2025, a notice of intent to adopt a Mitigated Negative Declaration was published in *The Porterville Recorder* and was filed with the Tulare County Clerk and the State Clearinghouse and posted at the City Hall and on the City's website, said notice identifying a public review and comment period of 30 days starting on September 12, 2025, and ending on October 12, 2025. No comments regarding the environmental document were received; and

WHEREAS: the Draft Initial Study/Mitigated Negative Declaration (IS/MND) was uploaded to the State Clearinghouse, assigned a State Clearinghouse Number: 2025090438, and circulated for a period of 30 days starting on September 12, 2025, and ending on October 12, 2025; and

WHEREAS: the City Council has received and considered the information contained therein; and

WHEREAS: the proposed Project is consistent with the goals, policies, and land use designation of the Porterville 2030 General Plan. The General Plan designates the site as Education, and is supported by the PS (Public and Semi Public) zoning. The school site area is fully developed with an elementary school, and the existing development is consistent with the land uses allowed by the General Plan; and

WHEREAS: The City Council considered the following findings in its review of the environmental circumstances for this project:

1. That a Mitigated Negative Declaration was prepared in accordance with the California Environmental Quality Act.
2. That the City Council is the decision-making body for the Hope Elementary School Water System Improvement project.
3. On March 5, 2024, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the Project in light of the studies prepared and with implementation of defined mitigation measures

related to Biological Resources, Geology/Soil, Cultural Resources, Tribal Cultural Resources and Mandatory Findings of Significance. The Initial Study and proposed Mitigation Measures have been transmitted to interested agencies, groups, and individuals for a 30-day review period from September 12, 2025 through October 12, 2025. At the time of writing the staff report, no comments were received.

4. That review of the environmental circumstances regarding this project indicates that no adverse impacts would occur to biological resources or geology soils when the mitigation measures are implemented and standards of the Development Ordinance and General Plan are applied. Mitigation measures to reduce impacts to less than significant were defined and have been incorporated in the Mitigation Monitoring Program which is attached as an exhibit to this resolution (Exhibit A). In addition to these mitigation measures, any further mitigation measures recommended by a responsible or trustee agency shall be upheld at the expense of the applicant with the oversight of the City and said responsible or trustee agency.
5. That the environmental assessment and analysis prepared for this project supporting the Mitigated Negative Declaration reflects the independent judgement of the City of Porterville.
6. The developer/applicant shall comply with all mitigation measures adopted as a component of the approval of the Mitigated Negative Declaration for this project. The developer/applicant will be required to sign a document committing to comply with the adopted mitigation measures prior to any construction on the site.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby approve the Mitigated Negative Declaration prepared for the Hope Elementary School Water System Improvement Project, and that the mitigation measures defined in Exhibit A shall be implemented by the developer/applicant or his/her partners and successors with project implementation.

BE IT FURTHER RESOLVED that the City Council of the City of Porterville hereby determines to carry out the Hope Elementary School Water System Improvement Project and directs the City Manager or his designee to execute the necessary documents and actions to effect its construction and operation.

///

///

///

///

PASSED, APPROVED AND ADOPTED this 21st day of October, 2025.

Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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



HOPE ELEMENTARY SCHOOL WATER SYSTEM IMPROVEMENTS PROJECT

DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

SEPTEMBER 2025

PREPARED FOR:

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

PREPARED BY:

PROVOST&PRITCHARD
CONSULTING GROUP

TABLE OF CONTENTS

Chapter 1 Introduction	1-1
1.1 Regulatory Information	1-1
1.2 Document Format	1-1
Chapter 2 Project Description	2-1
2.1 Project Background	2-1
2.1.1 Project Title	2-1
2.1.2 Lead Agency Name and Address	2-1
2.1.3 Contact Person and Phone Number	2-1
2.1.4 Project Location	2-1
2.1.5 Description of Project	2-1
2.1.6 Site and Surrounding Land Uses and Setting	2-1
2.1.7 Other Public Agencies Whose Approval May Be Required	2-1
2.1.8 Consultation with California Native American Tribes	2-1
Chapter 3 Determination	3-1
3.1 Potential Environmental Impacts	3-1
3.2 Determination	3-2
Chapter 4 Environmental Impact Analysis	4-3
4.1 Aesthetics	4-3
4.1.1 Baseline Conditions	4-3
4.1.2 Applicable Regulations	4-3
4.1.3 Impact Analysis	4-4
4.2 Agriculture and Forestry Resources	4-6
4.2.1 Baseline Conditions	4-6
4.2.2 Applicable Regulations	4-7
4.2.3 Impact Analysis	4-10
4.3 Air Quality	4-12
4.3.1 Baseline Conditions	4-12
4.3.2 Methodology	4-12
4.3.3 Applicable Regulations	4-13
4.3.4 Impact Analysis	4-19
4.4 Biological Resources	4-21
4.4.1 Baseline Conditions	4-22

4.4.2	Applicable Regulations	4-23
4.4.3	Impact Analysis	4-25
4.4.4	Mitigation.....	4-33
4.5	Cultural Resources.....	4-35
4.5.1	Baseline Conditions.....	4-35
4.5.2	Applicable Regulations.....	4-36
4.5.3	Impact Analysis	4-38
4.5.4	Mitigation.....	4-39
4.6	Energy.....	4-40
4.6.1	Baseline Conditions.....	4-40
4.6.2	Applicable Regulations.....	4-40
4.6.3	Impact Analysis	4-41
4.7	Geology and Soils	4-42
4.7.1	Baseline Conditions.....	4-42
4.7.2	Applicable Regulations.....	4-44
4.7.3	Impact Analysis	4-46
4.7.4	Mitigation.....	4-48
4.8	Greenhouse Gas Emissions.....	4-49
4.8.1	Baseline Conditions.....	4-49
4.8.2	Applicable Regulations.....	4-50
4.8.3	Impact Analysis	4-54
4.9	Hazards and Hazardous Materials	4-56
4.9.1	Baseline Conditions.....	4-56
4.9.2	Applicable Regulations.....	4-57
4.9.3	Impact Analysis	4-61
4.10	Hydrology and Water Quality	4-64
4.10.1	Baseline Conditions.....	4-64
4.10.2	Applicable Regulations.....	4-65
4.10.3	Impact Analysis	4-70
4.11	Land Use and Planning	4-72
4.11.1	Baseline Conditions.....	4-72
4.11.2	Applicable Regulations.....	4-72
4.11.3	Impact Analysis	4-73
4.12	Mineral Resources.....	4-74
4.12.1	Baseline Conditions.....	4-74

4.12.2	Applicable Regulations	4-74
4.12.3	Impact Analysis	4-75
4.13	Noise	4-76
4.13.1	Baseline Conditions.....	4-76
4.13.2	Applicable Regulations	4-76
4.13.3	Impact Analysis	4-78
4.14	Population and Housing	4-80
4.14.1	Baseline Conditions.....	4-80
4.14.2	Applicable Regulations.....	4-80
4.14.3	Impact Analysis	4-81
4.15	Public Services	4-82
4.15.1	Baseline Conditions.....	4-82
4.15.2	Applicable Regulations.....	4-83
4.15.3	Impact Analysis	4-84
4.16	Recreation	4-85
4.16.1	Baseline Conditions.....	4-85
4.16.2	Applicable Regulations.....	4-85
4.16.3	Impact Analysis	4-85
4.17	Transportation.....	4-87
4.17.1	Baseline Conditions.....	4-87
4.17.2	Applicable Regulations.....	4-87
4.17.3	Impact Analysis	4-88
4.18	Tribal Cultural Resources.....	4-90
4.18.1	Baseline Conditions.....	4-90
4.18.2	Applicable Regulations.....	4-91
4.18.3	Impact Assessment	4-92
4.19	Utilities and Service Systems	4-94
4.19.1	Baseline Conditions.....	4-94
4.19.2	Applicable Regulations.....	4-95
4.19.3	Impact Analysis	4-97
4.20	Wildfire.....	4-99
4.20.1	Baseline Conditions.....	4-99
4.20.2	Applicable Regulations.....	4-100
4.20.3	Impact Analysis	4-101
4.21	CEQA Mandatory Findings of Significance.....	4-102

4.21.1 Statement of Findings	4-102
Chapter 5 Mitigation, Monitoring, and Reporting Program	5-1
Chapter 6 References	6-1

LIST OF APPENDICES

Appendix A: CalEEMod Output Files.....	A-1
Appendix B: Biological Evaluation	B-1
Appendix C: Cultural Resource	C-1

LIST OF FIGURES

Figure 2-1: Regional Location	2-1
Figure 2-2: Aerial Map.....	2-1
Figure 2-3: Topo Quad.....	2-2
Figure 2-4: General Plan Land Use Designation Map	2-3
Figure 2-5: Zone District Map.....	2-4
Figure 4-1: FMMP Map.....	4-9
Figure 4-2: FEMA Flood Zones.....	4-69

LIST OF TABLES

Table 2-1: Existing Uses, General Plan Designation, & Zone Districts of Surrounding Properties	2-1
Table 4-1: Aesthetics Impacts.....	4-3
Table 4-2: Agriculture and Forest Impacts	4-6
Table 4-3: Air Quality Impacts	4-12
Table 4-4: Air Quality Thresholds of Significance – Criteria Pollutants.....	4-16
Table 4-5: Summary of Ambient Air Quality Standards & Attainment Designation	4-17
Table 4-6: Unmitigated Short-Term Construction-Generated Emissions of Criteria Air Pollutants	4-19
Table 4-7: Biological Resources Impacts.....	4-21
Table 4-8: List of Special Status Plants with Potential to Occur on the Project Site and/or in the Vicinity.....	4-26
Table 4-9: List of Special Status Animals with Potential to Occur on the Project Site and/or in the Vicinity.....	4-29
Table 4-10: Cultural Resources Impacts	4-35
Table 4-11: Energy Impacts	4-40
Table 4-12: Geology and Soils Impacts.....	4-42
Table 4-13: Project Site Soils	4-44
Table 4-14: Greenhouse Gas Emissions Impacts	4-49
Table 4-15: Unmitigated Short-Term Construction-Generated GHG Emissions.....	4-54
Table 4-16: Hazards and Hazardous Materials Impacts.....	4-56
Table 4-17: Hydrology and Water Quality Impacts.....	4-64

Table 4-18: Land Use and Planning Impacts.....4-72

Table 4-19: Mineral Resources Impacts4-74

Table 4-20: Noise Impacts4-76

Table 4-21: Land Use Compatibility for Community Noise Environments.....4-77

Table 4-22: Typical Construction Noise Levels4-79

Table 4-23: Population and Housing Impacts.....4-80

Table 4-24: Public Services4-82

Table 4-25: Recreation Impacts.....4-85

Table 4-26: Transportation Impacts4-87

Table 4-27: Tribal Cultural Resources Impacts4-90

Table 4-28: Utilities and Service Systems Impacts.....4-94

Table 4-29: Wildfire Impacts4-99

Table 4-30: CEQA Mandatory Findings of Significance4-102

Table 5-1: Mitigation, Monitoring, and Reporting Program5-2

ACRONYMS AND ABBREVIATIONS

AB	Assembly Bill
AHERA	Asbestos Hazard Emergency Response Act
AHPA	Archeological and Historic Preservation Act
BAAQMD	Bay Area Air Quality Management District
BMP	Best Management Practices
BPS	Best Performance Standards
CAA	Clean Air Act
CAAQS	California Ambient Air Quality Standards
CalARP	California Accidental Release Program
CalEEMod	California Emissions Estimator Model
CalEPA	California Environmental Protection Agency
CAL FIRE	California Department of Forestry and Fire Protection
Cal/OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CCAA	California Clean Air Act
CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CESA	California Endangered Species Act
CFCs	Chlorofluorocarbons
CH ₄	Methane
CHRIS	California Historical Resources Information System
City	City of Porterville
CNPS	California Native Plant Society
CO	Carbon Monoxide
CO ₂	Carbon Dioxide
County	Tulare County
CRHR	California Register of Historical Resources
CUPA	Certified Unified Program Agency

CWA	Clean Water Act
dBA	A-weighted decibels
DOC	California Department of Conservation
DTSC	Department of Toxic Substances Control
EIR	Environmental Impact Report
EPCRA	Emergency Planning Community Right-to-Know Act
ESA	Endangered Species Act
FEMA	Federal Emergency Management Agency
FGC	California Fish and Game Code
FHWA	Federal Highway Administration
FMMP	Farmland Mapping and Monitoring Program
FPPA	Farmland Protection Policy Act
GC	California Government Code
GPCD	Gallons per capita per day
GHG	Greenhouse Gas
GWP	Global Warming Potential
HFCs	Hydrofluorocarbons
IPaC	Information for Planning and Consultation System
IS	Initial Study
IS/MND	Initial Study/Mitigated Negative Declaration
km	kilometers
LF	linear feet
MBTA	Migratory Bird Treaty Act
MMRP	Mitigation Monitoring and Reporting Program
MND	Mitigated Negative Declaration
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
ND	Negative Declaration
NEHRP	National Earthquake Hazards Reduction Program
N ₂ O	Nitrous Oxide
NO ₂	Nitrogen Dioxide
NO _x	Nitrogen Oxides
NHPA	National Historic Preservation Act

NPDES.....	National Pollutant Discharge Elimination System
NPPA.....	Native Plant Protection Act
NRCS.....	Natural Resources Conservation Service
NRHP	National Register of Historic Places
NSF	National Science Foundation
NWI	National Wetlands Inventory
NWP	Nationwide Permit
O ₃	Ozone
OHP	California Office of Historic Preservation
OSHA	Occupational Safety and Health Administration
Pb	Lead
PFCs	Perfluorocarbons
PM ₁₀	Particulate matter 10 microns in size
PM _{2.5}	Particulate matter 2.5 microns in size
ppb	Parts per billion
ppm	Parts per million
PRC	California Public Resources Code
Project.....	Hope Elementary School Water System Improvements Project
RCRA.....	Resource Conservation and Recovery Act
ROG	Reactive Organic Gases
ROW	Right-of-way
RWQCB.....	Regional Water Quality Control Board
SF ₆	Sulfur Hexafluoride
SIP	State Implementation Plan
SJVAB.....	San Joaquin Valley Air Basin
SJVAPCD	San Joaquin Valley Air Pollution Control District
SO ₂	Sulfur Dioxide
SOI	Sphere of Influence
SSJVIC	Southern San Joaquin Valley Information Center
SR	State Route
SRA	State Responsibility Area
SWPPP	Storm Water Pollution Prevention Plan
SWRCB.....	State Water Resources Control Board

TAC	Toxic Air Contaminants
TCR	Tribal Cultural Resource
TPY	Tons per year
UDB	Urban Development Boundary
USACE.....	United States Army Corps of Engineers
USC	United States Code
USDA	United States Department of Agriculture
USEPA.....	United States Environmental Protection Agency
USFWS.....	United States Fish and Wildlife Service
USGS.....	United States Geological Survey
UST	Underground Storage Tank
UWMP	Urban Water Management Plan
WOTUS.....	Waters of the United States
µg/m ³	Micrograms per cubic meter

CHAPTER 1 INTRODUCTION

Provost & Pritchard Consulting Group (Provost & Pritchard) has prepared this Initial Study/Mitigated Negative Declaration (IS/MND) on behalf of the City of Porterville (City or Lead Agency) to address the environmental effects of the Hope Elementary School Water System Improvements Project (Project). This document has been prepared in accordance with the California Environmental Quality Act (CEQA), California Public Resources Code (PRC) Section 21000, et seq. The City is the CEQA lead agency for this Project.

The site and the Project are described in detail in [Chapter 2 Project Description](#).

1.1 REGULATORY INFORMATION

An Initial Study (IS) is a document prepared by a lead agency to determine whether a project may have a significant effect on the environment. In accordance with California Code of Regulations Title 14 (Chapter 3, Section 15000, et seq.) -- also known as the CEQA Guidelines--Section 15064 (a)(1) states that an environmental impact report (EIR) must be prepared if there is substantial evidence in light of the whole record that the Project under review may have a significant effect on the environment and should be further analyzed to determine mitigation measures or project alternatives that might avoid or reduce project impacts to less than significant levels. A negative declaration (ND) may be prepared instead if the lead agency finds that there is no substantial evidence in light of the whole record that the project may have a significant effect on the environment. An ND is a written statement describing the reasons why a proposed Project, not otherwise exempt from CEQA, would not have a significant effect on the environment and, therefore, why it would not require the preparation of an EIR (CEQA Guidelines Section 15371). According to CEQA Guidelines Section 15070, a ND or *mitigated* ND shall be prepared for a project subject to CEQA when either:

- a. The IS shows there is no substantial evidence, in light of the whole record before the agency, that the proposed Project may have a significant effect on the environment, or
- b. The IS identified potentially significant effects, but:
 1. Revisions in the project plans or proposals made by or agreed to by the applicant before the proposed MND and IS is released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur is prepared, and
 2. There is no substantial evidence, in light of the whole record before the agency, that the proposed Project as *revised* may have a significant effect on the environment.

1.2 DOCUMENT FORMAT

This IS/MND contains six chapters. [Chapter 1 Introduction](#), provides an overview of the Project and the CEQA process. [Chapter 2 Project Description](#), provides a detailed description of proposed Project components and objectives. [Chapter 3 Determination](#), the Lead Agency's determination based upon this initial evaluation. [Chapter 4 Environmental Impact Analysis](#) presents the CEQA checklist and environmental analysis for all impact areas, mandatory findings of significance, and feasible mitigation measures. If the Project does not have the potential to significantly impact a given issue area, the relevant section provides a brief discussion of the reasons why no impacts are expected. If the Project could have a potentially significant impact on a resource, the issue area discussion provides a description of potential impacts, and appropriate mitigation measures and/or permit requirements that would reduce those impacts to a less

than significant level. **Chapter 5 Mitigation, Monitoring, and Reporting Program** (MMRP), provides the proposed mitigation measures, implementation timelines, and the entity/agency responsible for ensuring implementation. **Chapter 6 References** details the documents and reports this document relies upon to provide its analysis.

The California Emissions Estimator Modeling (CalEEMod) Output Files, Biological Evaluation, and the Phase I Cultural Resources Assessment are provided as technical **Appendix A**, **Appendix B**, and **Appendix C**, respectively, at the end of this document.

CHAPTER 2 PROJECT DESCRIPTION

2.1 PROJECT BACKGROUND

2.1.1 Project Title

Hope Elementary School Water System Improvements Project

2.1.2 Lead Agency Name and Address

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

2.1.3 Contact Person and Phone Number

Lead Agency Contact

Claudia Calderon
Community Development Director
(559) 782-7460

CEQA Consultant

Provost & Pritchard Consulting Group
Wyatt Czesinski, Environmental Project Manager
(559) 449-2700

2.1.4 Project Location

The Project is located partly in an unincorporated area of Tulare County and portions of the City of Porterville, approximately 220 miles southeast of Sacramento and 45 miles North of Bakersfield (see [Figure 2-1](#) and [Figure 2-2](#)). Hope Elementary School is located on Assessor's Parcel Number 303-060-009.

2.1.5 Description of Project

Hope Elementary School, located east of the intersection of South Indiana Street and West Teapot Dome Avenue and south of the City, is served by a single active well that is in exceedance of acceptable maximum contaminant levels for nitrate. As a result, Hope Elementary School now seeks to consolidate with the City's existing water system. To do this, new water mains connecting the school to the City's water system would be constructed along South Indiana Street and West Teapot Dome Avenue. Additionally, a 4-inch water meter and backflow preventer would be installed at the school site, providing the school with the ability to use the new water main for domestic water use, irrigation, and fire flow. A water tank existing on-site would be removed and the existing well would be destroyed. In total the Project would:

- Construct approximately 6,550 linear feet (LF) of 12-inch water main along South Indiana Street from West Teapot Dome Avenue to West Scranton Avenue, connecting to City facilities in West Scranton Avenue;
- Construct approximately 5,300 LF of 12-inch water main along West Teapot Dome Avenue to from the frontage of Hope Elementary School to Newcomb Street, connecting to City facilities in Newcomb Street;
- Install 23 1-inch water services and meters for future connections to residents along South Indiana Street and West Teapot Dome Avenue;
- Horizontal Directional Drilling for approximately 1,345 LF of 12-inch water main under State Route (SR) 65 along Project alignment in route to Newcomb Street;
- Install a 4-inch service connection at Hope Elementary School;
- Install a 4-inch backflow preventer at Hope Elementary School;
- Install a 4-inch water meter and box at Hope Elementary School;
- Remove an existing water tank at Hope Elementary School;
- Result in destruction/abandonment of the existing well at Hope Elementary School;
- Install fire hydrants at least every 500 feet along proposed water main alignment, except where no structure is present; and
- Result in approximately 1,100 LF of dead end main along West Teapot Dome Avenue from South Indiana Avenue to Hope Elementary School. Dead end mains are those which are not connected to another part of the water system.

Construction Schedule

Construction of the Project is anticipated to be completed within eight months. Generally, construction would occur during the hours of 7am to 5pm, Monday through Friday, excluding holidays. Post-construction activities would include site system testing, commissioning, and site clean-up. Construction would require a small amount of temporary staging and some storage areas for materials and equipment. Material staging and storage would be located at the well site, and in the road right-of-way (ROW) along the Project alignment.

Operation and Maintenance

The Project would connect the school to the City's water system. As a result, City staff would provide necessary maintenance. Operation of the water system would be passive in nature and would consist of standard routine maintenance and inspections. Pipelines would only require routine inspections and maintenance activities on an as-needed basis.

2.1.6 Site and Surrounding Land Uses and Setting

The surroundings uses, General Plan Designation, and zoning surrounding the Hope Elementary School site is shown in the table below.

Table 2-1: Existing Uses, General Plan Designation, & Zone Districts of Surrounding Properties

Direction	Existing Use	General Plan Designation	Zone District
NORTH	Orchard	Rural Residential	AE-20 (County)
EAST	Orchard/Rural Residence	Agriculture Rural Conservation	AE-10 (County)
SOUTH	Orchard	Agriculture Rural Conservation	AE-10 (County)
WEST	Orchard	Agriculture Rural Conservation	AE-20 (County)

2.1.7 Other Public Agencies Whose Approval May Be Required

- Tulare County
- Tulare County Local Agency Formation Commission
- California Department of Transportation (Caltrans)
- San Joaquin Valley Air Pollution Control District (SJVAPCD)

2.1.8 Consultation with California Native American Tribes

PRC Section 21080.3.1, et seq. (codification of Assembly Bill [AB] 52, 2013-14)) requires that a lead agency, within 14 days of determining that it will undertake a project, must notify in writing any California Native American Tribe traditionally and culturally affiliated with the geographic area of the project if that Tribe has previously requested notification about projects in that geographic area. The notice must briefly describe the project and inquire whether the Tribe wishes to initiate request formal consultation. Tribes have 30 days from receipt of notification to request formal consultation. The lead agency then has 30 days to initiate the consultation, which then continues until the parties come to an agreement regarding necessary mitigation or agree that no mitigation is needed, or one or both parties determine that negotiation occurred in good faith, but no agreement will be made.

The City has received written correspondence from the Santa Rosa Rancheria Yokut Tribe and the Tule River Indian Tribe pursuant to PRC Section 21080.3.1 requesting notification of projects in the area. Letters were sent to each of these tribes notifying them of the Project. These letters are discussed in further detail in [Section 4.18](#).

Figure 2-1: Regional Location

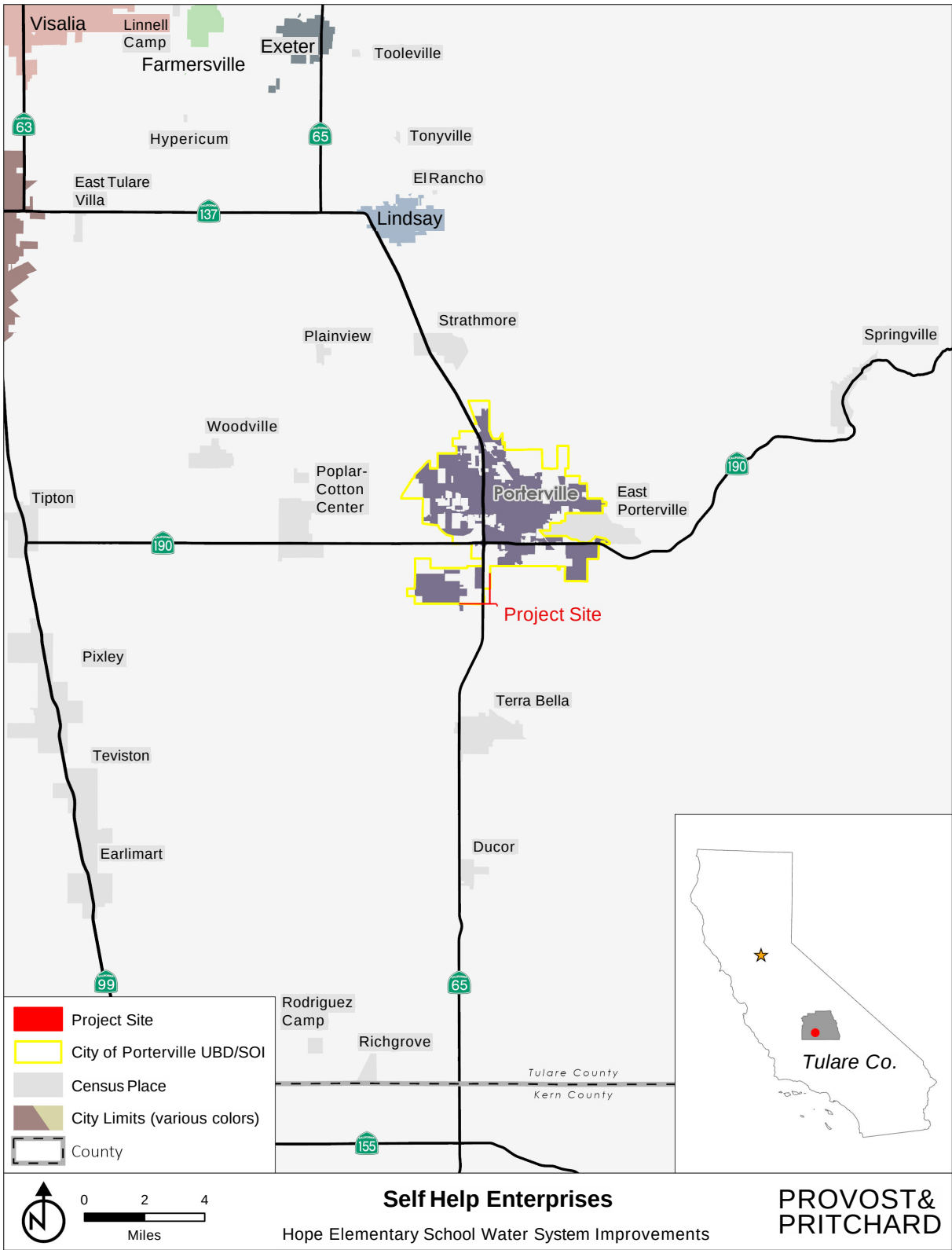


Figure 2-2: Aerial Map

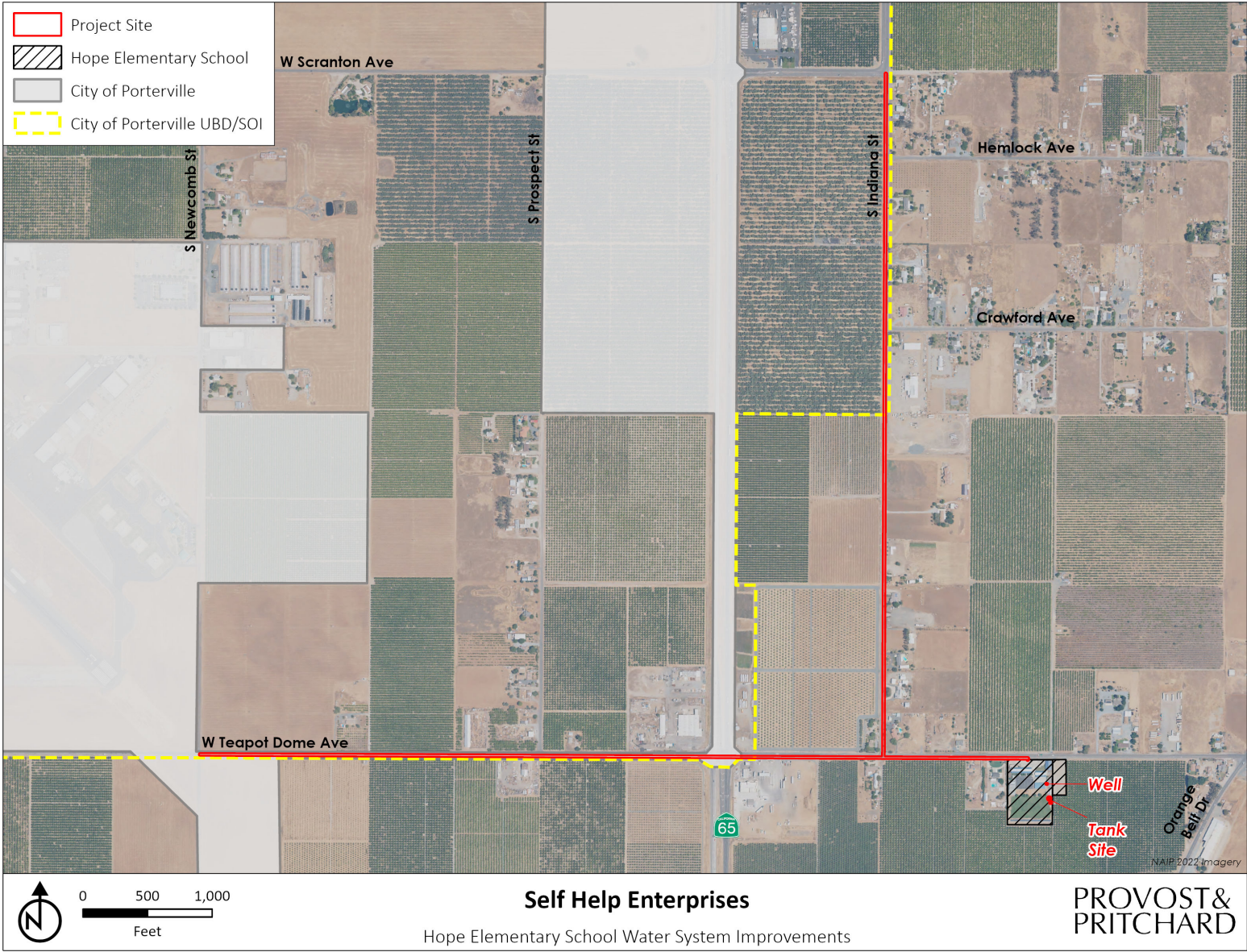


Figure 2-3: Topo Quad

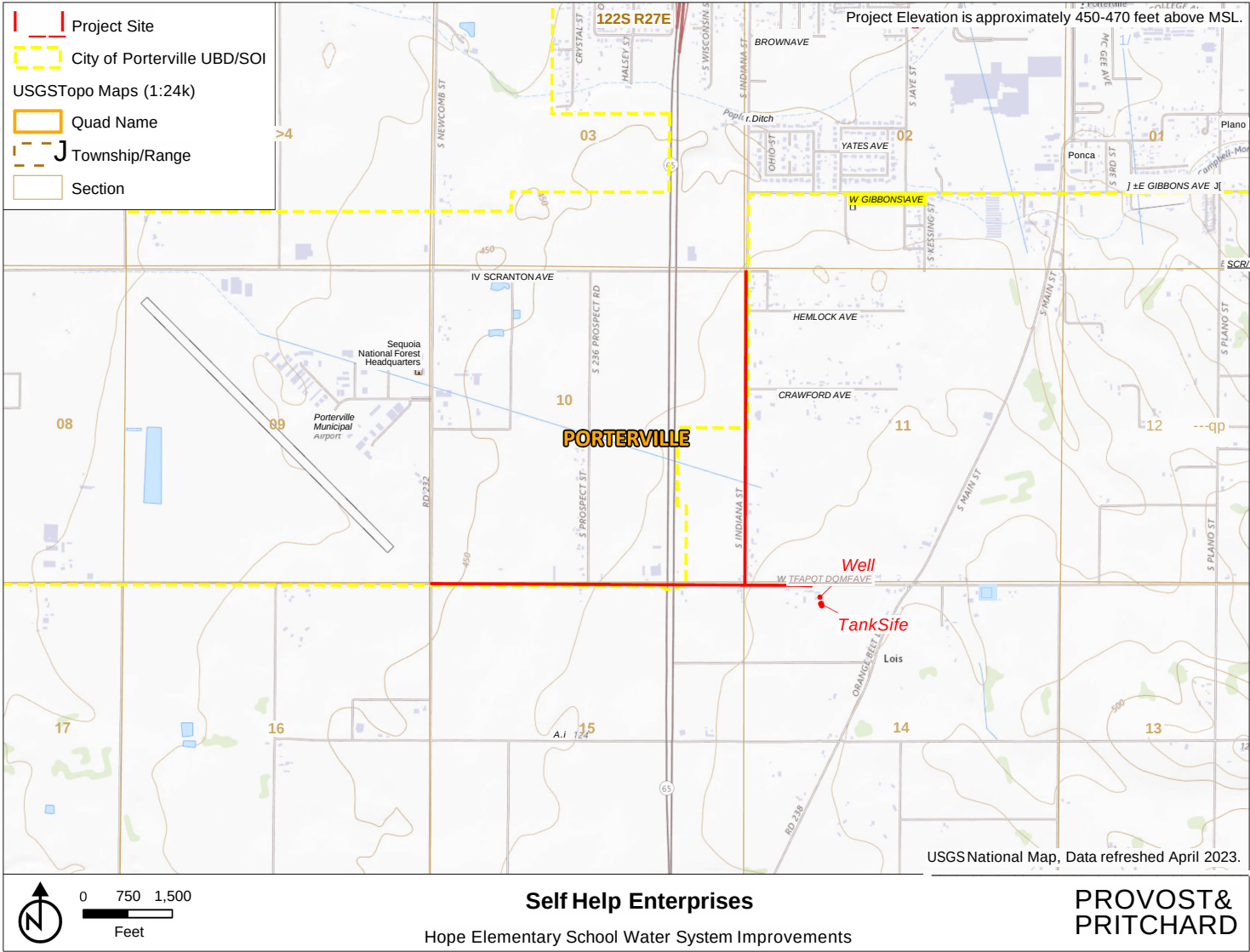


Figure 2-4: General Plan Land Use Designation Map

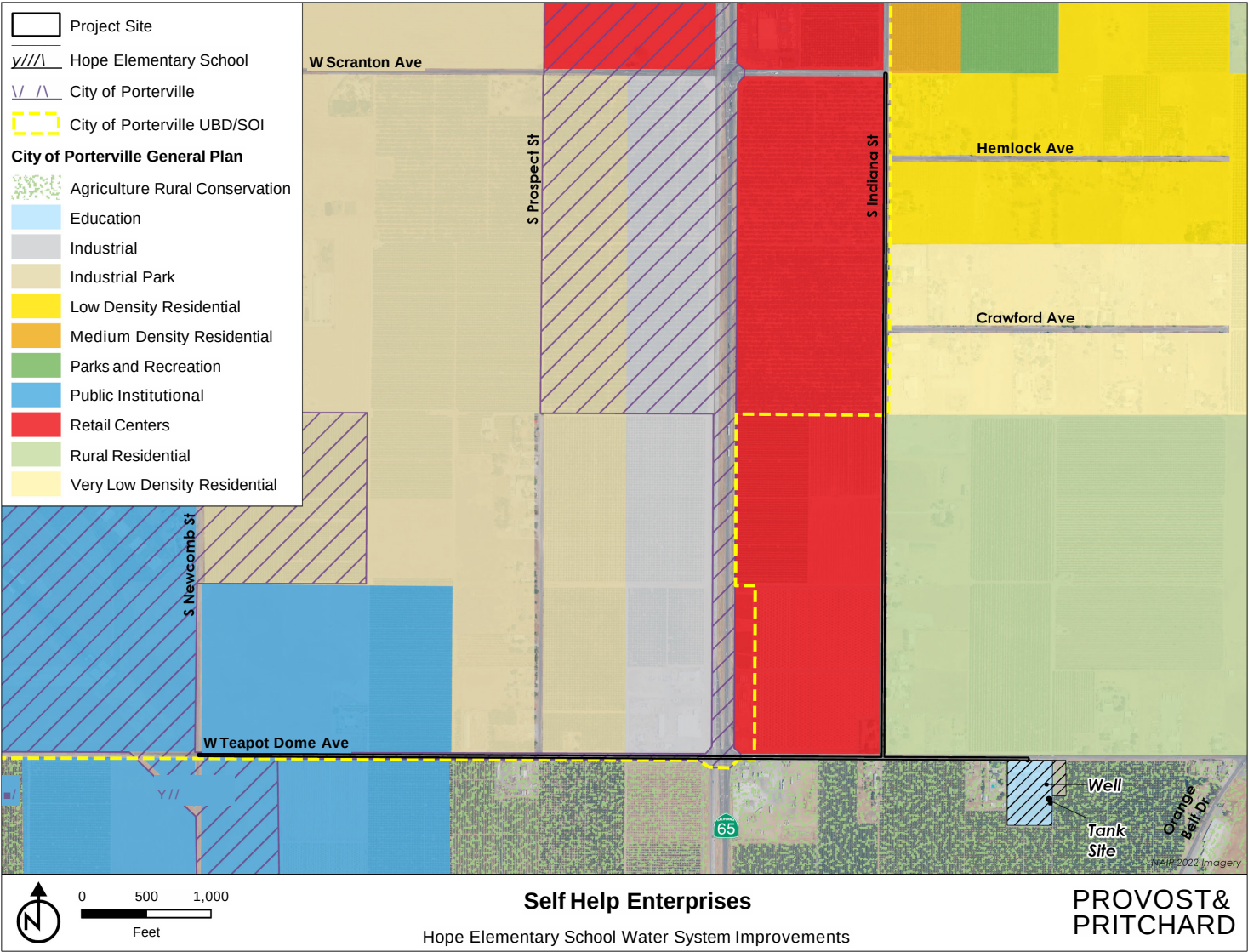
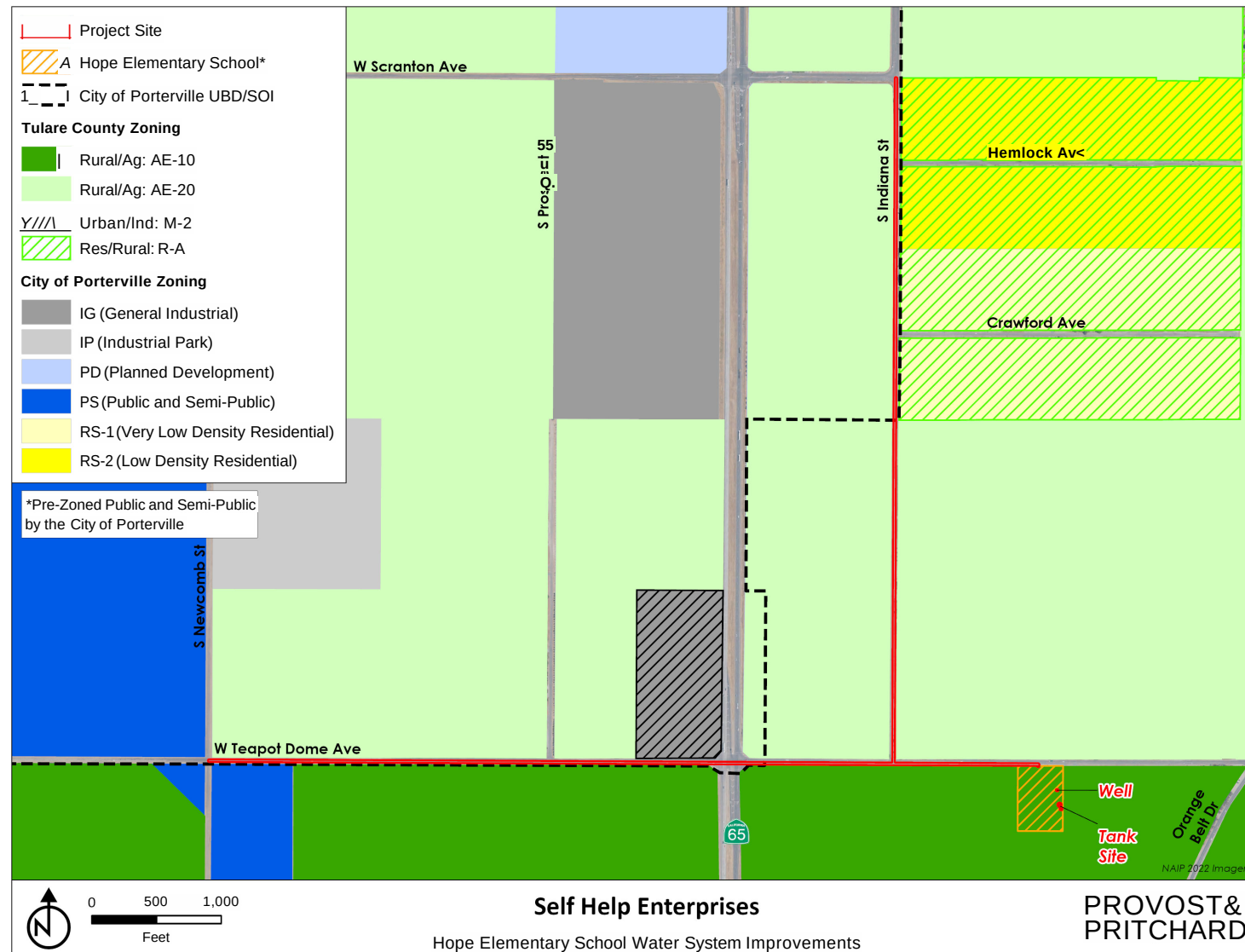


Figure 2-5: Zone District Map



CHAPTER 3 DETERMINATION

3.1 POTENTIAL ENVIRONMENTAL IMPACTS

As indicated by the discussions of existing and baseline conditions, and impact analyses that follow in this Chapter, environmental factors not checked below would have no impacts or less than significant impacts resulting from the project. Environmental factors that are checked below would have potentially significant impacts resulting from the project. Mitigation measures are recommended for each of the potentially significant impacts that would reduce the impact to less than significant.

- | | | |
|--|---|--|
| ☐ Aesthetics | ☐ Agriculture and Forestry Resources | ☐ Air Quality |
| ☒ Biological Resources | ☒ Cultural Resources | ☐ Energy |
| ☒ Geology/Soils | ☐ Greenhouse Gas Emissions | ☐ Hazards and Hazardous Materials |
| ☐ Hydrology / Water Quality | ☐ Land Use/Planning | ☐ Mineral Resources |
| ☐ Noise | ☐ Population/Housing | ☐ Public Services |
| ☐ Recreation | ☐ Transportation | ☒ Tribal Cultural Resources |
| ☐ Utilities and Service Systems | ☐ Wildfire | ☒ Mandatory Findings of Significance |

The analyses of environmental impacts in **Chapter 4 Impact Analysis** result in an impact statement, which shall have the following meanings.

Potentially Significant Impact. This category is applicable if there is substantial evidence that an effect may be significant, and no feasible mitigation measures can be identified to reduce impacts to a less than significant level. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.

Less than Significant with Mitigation Incorporated. This category applies where the incorporation of mitigation measures would reduce an effect from a “Potentially Significant Impact” to a “Less than Significant Impact.” The lead agency must describe the mitigation measure(s), and briefly explain how they would reduce the effect to a less than significant level (mitigation measures from earlier analyses may be cross-referenced).

Less than Significant Impact. This category is identified when the proposed Project would result in impacts below the threshold of significance, and no mitigation measures are required.

No Impact. This category applies when a project would not create an impact in the specific environmental issue area. “No Impact” answers do not require a detailed explanation if they are adequately supported by the information sources cited by the lead agency, which show that the impact does not apply to the specific project (e.g. the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

3.2 DETERMINATION

On the basis of this initial evaluation (to be completed by the Lead Agency):

- ☐ I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.

Claudia Calderon
Signature

9/15/2025
Date

Claudia Calderon, Community Dev Director
Printed Name/Position

CHAPTER 4 ENVIRONMENTAL IMPACT ANALYSIS

4.1 AESTHETICS

Table 4-1: Aesthetics Impacts

Except as provided in Public Resources Code Section 21099, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

4.1.1 Baseline Conditions

The Project site is located partly within the city limits and Urban Development Boundary (UDB)/Sphere of Influence (SOI) of the City of Porterville. Portions of the Project, including Hope Elementary School, are located to the south and east of the Porterville city limits and the UDB/SOI. Lands in the Project vicinity consist of relatively flat, irrigated farmland, residential homes, and urban uses. Agricultural practices in the vicinity consist of row crops, groves, and field crops. Additionally, there are paved roadways, canals, and other infrastructure typical of rural-urban land uses. The Project would be located along and within rural right-of-way (South Indiana Avenue and West Teapot Dome Ave).

4.1.2 Applicable Regulations

Federal

Federal regulations relating to aesthetics include: Organic Administration Act (1897), Multiple Use – Sustained Yield Act (1960), Wilderness Act (1964), Federal Lands Policy and Management Act (1976), Wild

and Scenic Rivers Act. The Project is not subject to any of these regulations since there are no federally designated lands or rivers in the vicinity.

State

California Scenic Highway Program

The Scenic Highway Program, created by the Legislature in 1963, allows county and city governments to apply to Caltrans to establish a scenic corridor protection program. Its purpose is to protect and enhance the natural scenic beauty of California highways and adjacent corridors through special conservation treatment. The State laws governing the Scenic Highway Program are found in the Streets and Highways Code Sections 260-263. While not officially Designated, there are two State Routes within Tulare County that are Eligible for designation: SR 198 heading east from Visalia, and SR 190 from SR 65 in Porterville to its terminus near Ponderosa.¹

Local

In addition, the proposed Project is being evaluated pursuant to local policies listed below.

Porterville General Plan Policies

- **LU-G-1:** Promote a sustainable, balanced land use pattern that responds to existing needs and future needs of the City.

Tulare County General Plan Policies

- **SL-1:** To protect and feature the beauty of Tulare County's view of working and natural landscapes.
- **SL-2:** To protect the scenic views for travelers along Tulare County's roads and highways.

4.1.3 Impact Analysis

a) Have substantial adverse effect on a scenic vista?

Less than Significant Impact. The Project site has a potential scenic vista towards the east, the Sierra Nevada Mountain Range; however, the view is obstructed by several mature trees, single-family residential homes, and overhead utility lines. Views in the area consist of citrus groves to the south, residential homes to the east and west, and vacant land to the north. The proposed Project would not substantially alter the referenced vista as the Project would be located almost entirely underground. Construction would take place over approximately eight months; these activities would be temporary and would not affect a scenic vista. Therefore, impacts would be less than significant impact.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. There are no scenic resources located on site or in the vicinity of the Project site. The nearest highway that is eligible for listing as a state scenic highway is the eastern portion of SR 190 where it is bisected by SR 65, located approximately 0.80 miles north of the Project. Therefore, there would be no impact.

¹ (California Department of Transportation 2024)

- c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less than Significant Impact. The existing visual character of the Project site and its surroundings consist of irrigated farmland and single-family residential homes. The Project involves the installation of new public infrastructure within existing ROW and at Hope Elementary School. Upon completion of construction, the Project would not substantially change the visual quality of the site and its surrounding areas. Any visual impacts from construction would be temporary and less than significant.

- d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less than Significant Impact. The Project involves the installation of new public infrastructure within existing ROW and at Hope Elementary School. The Project would not contribute a new source of substantial light or glare. Construction equipment may present the opportunity for glare during construction; however, construction is temporary, and any effects would cease upon Project completion. The Project would underground water system facilities and would not increase light and glare sources for the area. Therefore, impacts would be less than significant.

4.2 AGRICULTURE AND FORESTRY RESOURCES

Table 4-2: Agriculture and Forest Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	<u>5\</u>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

4.2.1 Baseline Conditions

The Project site is located in the San Joaquin Valley portion of Tulare County. This area is characterized by rich, highly productive farmland. Agriculture is the most important sector in Tulare County's economy, and agriculture and related industries make Tulare County one of the two most productive agricultural counties in the United States, according to Tulare County Farm Bureau statistics. Agricultural lands (crop and commodity production and grazing) also provide Tulare County's most visible source of open space lands. Agriculture is a vital component of the Tulare County's economy and is a significant source of Tulare County's cultural identity. As such, preserving the productivity of agricultural lands is integral to maintaining Tulare County's culture and economic viability.

Tulare County's agricultural strength is based on the diversity of the crops produced. The 2022 *Tulare County Annual Crop and Livestock Report* covers more than 150 different commodities, 41 of which have a gross value in excess of \$1,000,000. Although individual commodities may experience difficulties from year

to year, Tulare County continues to produce high-quality crops that provide food and fiber to more than 90 countries throughout the world.²

4.2.2 Applicable Regulations

Federal

Federal Farmland Protection Policy Act

The Natural Resources Conservation Service (NRCS) oversees the Farmland Protection Policy Act (FPPA) (7 United States Code (USC) Section 4201, et seq.; see also 7 Code of Federal Regulations [CFR] 658). The FPPA (a subtitle of the 1981 Farm Bill) is national legislation designed to protect farmland. The FPPA states its purpose is to “minimize the extent to which federal programs contribute to the unnecessary conversion of farmland to nonagricultural uses.” The FPPA applies to projects and programs that are sponsored or financed in whole or in part by the federal government. The FPPA does not apply to private construction projects subject to federal permitting and licensing, projects planned and completed without assistance from a federal agency, federal projects related to national defense during a national emergency, or projects proposed on land already committed to urban development. The FPPA spells out requirements to ensure federal programs to the extent practical are compatible with State, local, and private programs and policies to protect farmland and calls for the use of the Land Evaluation and Site Assessment system to aid in analysis.

State

California Department of Conservation, Division of Land Resource Protection

As part of the Farmland Mapping and Monitoring Program (FMMP), the California Department of Conservation (DOC) applies the NRCS soil classifications to identify agricultural lands, and these agricultural designations are used in planning for the present and future of California’s agricultural land resources. These designated agricultural lands are included in the Important Farmland Maps. The FMMP was established in 1982 to assess the location, quality, and quantity of agricultural lands and the conversion of these lands. The FMMP provides analysis of agricultural land use and land use changes throughout California. The DOC has a minimum mapping unit of 10 acres, with parcels that are smaller than 10 acres being absorbed into the surrounding classifications.

The list below provides a comprehensive description of all the categories mapped by the DOC.

- **Prime Farmland.** Farmland that has the best combination of physical and chemical features able to sustain long-term agricultural production. This land has the soil quality, growing season, and moisture supply needed to produce sustained high yields. Land must have been used for irrigated agricultural production at some time during the four years prior to the mapping date.
- **Farmland of Statewide Importance.** Farmland similar to Prime Farmland but with minor shortcomings, such as greater slopes or less ability to store soil moisture. Land must have been used for irrigated agricultural production at some time during the four years prior to the mapping date.
- **Unique Farmland.** Farmland of lesser quality soils used for the production of the State’s leading agricultural crops. This land is usually irrigated but may include non-irrigated orchards or vineyards

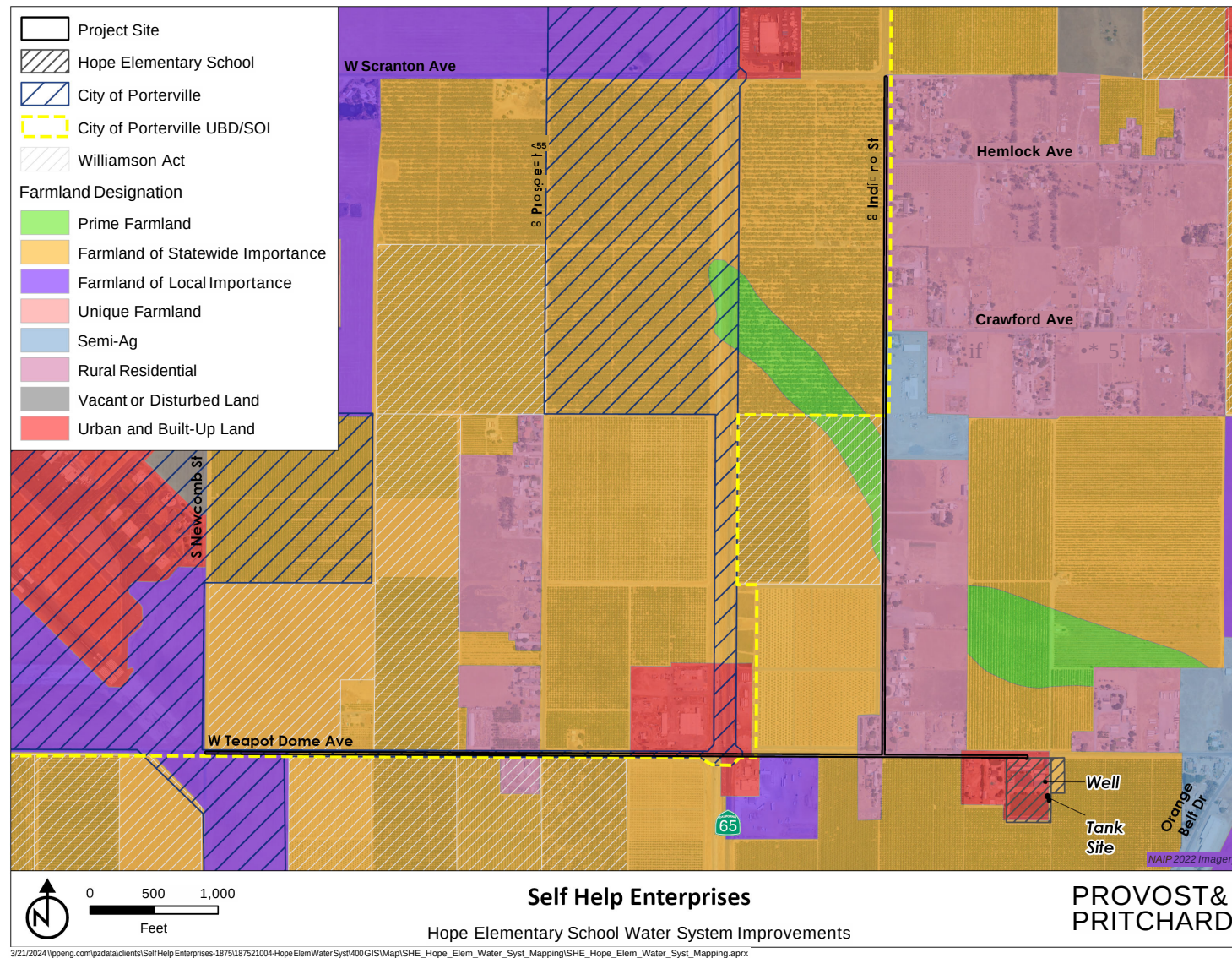
² (Tulare County Agricultural Commissioner 2023)

as found in some climatic zones in California. Land must have been cropped at some time during the four years prior to the mapping date.

- **Farmland of Local Importance.** Land of importance to the local agricultural economy as determined by each county's board of supervisors and a local advisory committee.
- **Grazing Land.** Land on which the existing vegetation is suited to the grazing of livestock. This category was developed in cooperation with the California Cattlemen Association, University of California Cooperative Extension, and other groups interested in the extent of grazing activities. The minimum mapping unit for Grazing Land is 40 acres.
- **Urban and Built-up Land.** Land occupied by structures with a building density of at least 1 unit to 1.5 acres, or approximately 6 structures to a 10-acre parcel. This land is used for residential, industrial, commercial, institutional, public administrative purposes, railroad and other transportation yards, cemeteries, airports, golf courses, sanitary landfills, sewage treatment, water control structures, and other developed purposes.
- **Other Land.** Land not included in any other mapping category. Common examples include low density rural developments; brush, timber, wetland, and riparian areas not suitable for livestock grazing; confined livestock, poultry or aquaculture facilities; strip mines and borrow pits; and water bodies smaller than 40 acres. Vacant and nonagricultural land surrounded on all sides by urban development and greater than 40 acres is mapped as Other Land.

The installation of the new water main pipeline would occur in the existing County and City ROW along West Teapot Dome Avenue and South Indiana Street. While the existing ROW is not subject to a farmland designation, the adjacent properties are designated as shown in **Figure 4-1** below.

Figure 4-1: FMMP Map



California Land Conservation Act (Williamson Act)

The California Land Conservation Act of 1965, commonly referred to as the Williamson Act, is promulgated in California Government Code (GC) Sections 51200-51297.4. The Williamson Act enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space uses in return for reduced property tax assessments. Private land within locally designated agricultural preserve areas is eligible for enrollment under Williamson Act contracts. However, an agricultural preserve must consist of no less than 100 acres. In order to meet this requirement two or more parcels may be combined if they are contiguous or if they are in common ownership.

The Williamson Act program is administered by the DOC in conjunction with local governments, which administer the individual contract arrangements with landowners. The landowner commits the parcel to a 10-year period, or a 20-year period for property restricted by a Farmland Security Zone Contract, wherein no conversion to a non-agricultural use is permitted. Each year the contract automatically renews unless a notice of non-renewal is filed. In return, the land is taxed at a rate based on the actual use of the land for agricultural purposes as opposed to its unrestricted market value. A landowner may also submit an application for immediate cancellation, provided that the cancellation is consistent with the criteria stated in the California Land Conservation Act and those adopted by the affected county or city. Non-renewal or immediate cancellation does not change the zoning of the property. Participation in the Williamson Act program is dependent on city or county adoption and implementation of the program and is voluntary for landowners.

The Project pipeline alignment is within the public ROW and therefore not subject to the Williamson Act.

Local Regulations

Porterville General Plan Policies

- **OSC-G-4:** Promote preservation of agriculture lands within and adjacent to the Planning Area.

Tulare County General Plan Policies

- **AG-1:** To promote the long-term preservation of productive and potentially-productive agricultural lands and to accommodate agricultural-support services and agriculturally-related activities that supports the viability of agriculture and further Tulare County's economic development goals.
 - AG-1.1: Primary Land Use – Tulare County shall maintain agriculture as the primary land use in the valley region of Tulare County, not only in recognition of the economic importance of agriculture, but also in terms of agriculture's real contribution to the conservation of open space and natural resources.
 - AG-1.17: Agricultural Water Resources – Tulare County shall seek to protect and enhance surface water and groundwater resources critical to agriculture.

4.2.3 Impact Analysis

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact. As demonstrated in **Figure 4-1**, the Project would install new water main pipelines and associated infrastructure in the public ROW along West Teapot Dome Avenue and South Indiana Street.

While the existing ROW is not subject to a farmland designation pursuant to the FMMP, the properties adjacent to the road ROW have been designated under the FMMP. Properties along West Teapot Dome Avenue have been designated as Farmland of State Importance, Urban and Built-up Land, and Rural Residential, while properties along South Indiana Street have designations of Urban and Built-up Land, Rural Residential, Prime Farmland, and Semi-Ag. As previously mentioned, the work for the Project would take place within existing ROW and none of the farmland adjacent to the pipeline alignment would need to be converted as part of the Project. As a result, no impact would occur.

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact. Construction would occur within existing ROW along streets located in the Porterville city limits and UDB/SOI. ROW within Tulare County would also be included as a part of the Project. As shown in **Figure 2-5**, zone districts adjacent to the Project within the Porterville city limits consist of Public and Semi-Public zoned properties, while properties within Tulare County portion of the Project consists of Rural/Ag Zone districts (AE-10 and AE-20). Some of the agriculturally zoned properties adjacent to the pipeline alignment within Tulare County are subject to a Williamson Act contract. However, the Project itself would not conflict with the existing zoning or Williamson Act contract because work for the Project would take place within the existing ROW. As a result, there would be no impact on agriculturally zoned land or Williamson Act contracts.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

No Impact. The Project lies on the San Joaquin Valley floor, in a relatively flat and agricultural area. The Project would be located within the existing ROW. There are no forests or timberland located on or near the Project site and no land in the vicinity of the Project site is zoned for forest land or Timberland Production. There would be no impact.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. As discussed in impact analysis c, there are no forests or timberland within the Project site's vicinity. Therefore, there would be no impact.

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

No Impact. The Project would not involve additional changes to the existing environment that would change the nature or location such that it would lead to conversion of farmlands to non-agricultural uses. The construction portion of the Project would be located in the ROW of West Teapot Dome Avenue and South Indiana Street. Furthermore, the Project would not convert forest lands to non-forest uses. Therefore, there would be no impact.

4.3 AIR QUALITY

Table 4-3: Air Quality Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

4.3.1 Baseline Conditions

The Project lies within the eight-county San Joaquin Valley Air Basin (SJVAB), which is managed by the San SJVAPCD. Air quality in the SJVAB is influenced by a variety of factors, including topography, local and regional meteorology. National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) have been established for the following criteria pollutants: carbon monoxide (CO), ozone (O₃), sulfur dioxide (SO₂), nitrogen dioxide (NO₂), particulate matter 10 microns in size (PM₁₀), particulate matter 2.5 microns in size (PM_{2.5}), and lead (Pb). The CAAQS also set standards for sulfates, hydrogen sulfide, and visibility.

Air quality plans or attainment plans are used to bring the applicable air basin into attainment with all state and federal ambient air quality standards designed to protect the health and safety of residents within that air basin. Areas are classified under the Federal Clean Air Act (CAA) as either “attainment”, “non-attainment”, or “extreme non-attainment” areas for each criteria pollutant based on whether the NAAQS have been achieved or not. Attainment relative to the State standards is determined by the California Air Resources Board (CARB). The San Joaquin Valley is designated as a State and Federal extreme non-attainment area for O₃, a State and Federal non-attainment area for PM_{2.5}, a State non-attainment area for PM₁₀, a Federal and State attainment area for CO, SO₂, and NO₂, and a State attainment area for sulfates, vinyl chloride and Pb.³

4.3.2 Methodology

An Air Quality and Greenhouse Gas Emissions Evaluation Report, [Appendix A](#), was prepared using CalEEmod, Version 2022.1.1.21 for the Project in February of 2024. Emissions estimates are included for the construction portion of the Project, while operational emissions were considered negligible. The

³ (San Joaquin Valley Air Pollution Control District 2024)

sections below detail the methodology of the Air Quality and Greenhouse Gas Emissions Report ([Appendix A](#)) and its conclusions.

Short-Term Construction-Generated Emissions

Short-term construction emissions associated with the Project were calculated using CalEEmod, Version 2022.1.1.21. The emissions modeling includes emissions generated by off-road equipment, haul trucks, and worker commute trips. Emissions were quantified based on anticipated construction schedules and construction equipment requirements provided by the Project applicant. All remaining assumptions were based on the default parameters contained in the model. Modeling assumptions and output files are included in [Appendix A](#).

Long-Term Operational Emissions

Long-term operational emissions associated with the Proposed Project were calculated using the CalEEmod, Version 2022.1.1.21. Operational emissions have been considered negligible due to the nature of the use. Modeling assumptions and output files are included in [Appendix A](#).

4.3.3 Applicable Regulations

Federal

U.S. Environmental Protection Agency

At the federal level, the United States Environmental Protection Agency (USEPA) has been charged with implementing national air quality programs. The USEPA's air quality mandates are drawn primarily from the CAA, which was signed into law in 1970. Congress substantially amended the CAA in 1977 and again in 1990.

Clean Air Act

The CAA required the USEPA to establish NAAQS, and also set deadlines for their attainment. Two types of NAAQS have been established: primary standards, which protect public health, and secondary standards, which protect public welfare from non-health-related adverse effects, such as visibility restrictions.

The CAA also required each state to prepare an air quality control plan referred to as a State Implementation Plan (SIP). The CAA Amendments of 1990 added requirements for states with nonattainment areas to revise their SIPs to incorporate additional control measures to reduce air pollution. The SIP is periodically modified to reflect the latest emissions inventories, planning documents, and rules and regulations of the air basins as reported by their jurisdictional agencies. The USEPA has responsibility to review all state SIPs to determine conformance with the mandates of the CAA, and the amendments thereof, and determine if implementation will achieve air quality goals. If the USEPA determines a SIP to be inadequate, a Federal Implementation Plan may be prepared for the nonattainment area that imposes additional control measures.

Toxic Substances Control Act

The Toxic Substances Control Act first authorized the USEPA to regulate asbestos in schools and Public and Commercial buildings under Title II of the law, which is also known as the Asbestos Hazard Emergency Response Act (AHERA). AHERA requires Local Education Agencies to inspect their schools for asbestos-containing building materials and prepare management plans to reduce the asbestos hazard. The act also established a program for the training and accreditation of individuals performing certain types of asbestos work.

National Emission Standards for Hazardous Air Pollutants

Pursuant to the CAA of 1970, the USEPA established the National Emission Standards for Hazardous Air Pollutants. These are technology-based source-specific regulations that limit allowable emissions of Hazardous Air Pollutants.

State

California Air Resources Board

The CARB is the agency responsible for coordination and oversight of state and local air pollution control programs in California and for implementing the California Clean Air Act (CCAA) of 1988. Other CARB duties include monitoring air quality (in conjunction with air monitoring networks maintained by air pollution control districts and air quality management districts, establishing CAAQS, which in many cases are more stringent than the NAAQS, and setting emissions standards for new motor vehicles. The emission standards established for motor vehicles differ depending on various factors including the model year, and the type of vehicle, fuel and engine used.

California Clean Air Act

The CCAA requires that all air districts in the state endeavor to achieve and maintain CAAQS for O₃, CO, SO₂, and NO₂ by the earliest practical date. The CCAA specifies that districts focus particular attention on reducing the emissions from transportation and area-wide emission sources, and the act provides districts with authority to regulate indirect sources. Each district plan is required to either (1) achieve a five percent annual reduction, averaged over consecutive three-year periods, in district-wide emissions of each non-attainment pollutant or its precursors, or (2) to provide for implementation of all feasible measures to reduce emissions. Any planning effort for air quality attainment would thus need to consider both State and federal planning requirements.

California Assembly Bill 170

AB 170 was adopted by state lawmakers in 2003 creating Government Code Section 65302.1 which requires cities and counties in the San Joaquin Valley to amend their general plans to include data and analysis, comprehensive goals, policies and feasible implementation strategies designed to improve air quality.

Assembly Bills 1807 & 2588 - Toxic Air Contaminants

Within California, Toxic Air Contaminants (TAC) are regulated primarily through AB 1807 (Tanner Air Toxics Act) and AB 2588 (Air Toxics Hot Spots Information and Assessment Act of 1987). The Tanner Air Toxics Act sets forth a formal procedure for CARB to designate substances as TACs. This includes research, public participation, and scientific peer review before CARB designates a substance as a TAC. Existing sources of TACs that are subject to the Air Toxics Hot Spots Information and Assessment Act are required to: (1)

prepare a toxic emissions inventory; (2) prepare a risk assessment if emissions are significant; (3) notify the public of significant risk levels; and (4) prepare and implement risk reduction measures.

Local

Porterville General Plan Policies

- **OSC-G-9:** Improve and protect Porterville’s air quality by making air quality a priority in land use and transportation planning and in development review.
- **OSC-I-59:** Require preparation of a Health Risk Assessment for any development subject to the Air Toxics “Hot Spots” Act.
- **OSC-I-61:** Coordinate air quality planning efforts with other local, regional and State agencies.
- **OSC-I-63:** Notify local and regional jurisdictions of proposed Projects that may affect regional air quality.

Tulare County General Plan Policies

- **AQ-1:** To improve air quality through a regional approach and interagency cooperation.
- **AQ-2:** To improve air quality by reducing air emissions related to transportation.
- **AQ-4:** To implement the best available controls and monitoring necessary to regulate air emissions.
 - AQ-4.1: Air Pollution Control Technology – Tulare County shall utilize the BACM and RACM as adopted by Tulare County to support SJVAPCD air quality attainment plans to achieve and maintain healthful air quality and high visibility standards.
 - AQ-4.2: Dust Suppression Measures – Tulare County shall require developers to implement dust suppression measures during excavation, grading, and site preparation activities consistent with SJVAPCD Regulation VIII – Fugitive Dust Prohibitions.

San Joaquin Valley Air Pollution Control District

The SJVAPCD is the agency primarily responsible for ensuring that NAAQS and CAAQS are not exceeded and that air quality conditions are maintained in the SJVAB, within which the proposed Project is located. Responsibilities of the SJVAPCD include, but are not limited to, preparing plans for the attainment of ambient air quality standards, adopting and enforcing rules and regulations concerning sources of air pollution, issuing permits for stationary sources of air pollution, inspecting stationary sources of air pollution and responding to citizen complaints, monitoring ambient air quality and meteorological conditions, and implementing programs and regulations required by the CAA and the CCAA.

The SJVAPCD Rules and Regulations that are applicable to the proposed Project include, but are not limited to, the following:

Regulation VIII (Fugitive Dust Prohibitions), Regulation VIII (Rules 8011-8081): This regulation is a series of rules designed to reduce particulate emissions generated by human activity, including construction and demolition activities, carryout and track out, paved and unpaved roads, bulk material handling and storage, unpaved vehicle/traffic areas, open space areas, etc. If a non-residential area is 5.0 or more acres in area, a Dust Control Plan must be submitted as specified in Section 6.3.1 of Rule 8021. Additional requirements may apply, depending on total area of disturbance. The control measures that must be implemented at all construction sites are as follows:

- All disturbed areas, including storage piles, which are not actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizers/suppressants, covered with a tarp or other similar cover, or vegetative ground cover.
- All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions during construction using water or chemical stabilizer suppressant.
- All land clearing, grubbing, scraping, excavation, land leveling, grading cut and fill, and demolition activities during construction shall be effectively controlled of fugitive dust emissions utilizing application of water or pre-soaking.
- When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from top of container shall be maintained.
- All operations shall limit, or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden.
- Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.
- Within urban areas, trackout shall be immediately removed when it extends 50 or more feet from the site at the end of each workday.
- Any site with 150 or more vehicle trips per day shall prevent carryout and trackout.

San Joaquin Valley Air Pollution Control District Thresholds of Significance

Projects that produce emissions that exceed the following thresholds shall be considered significant for a project level and/or cumulatively considerable impact to air quality. The following thresholds are defined for purposes of determining cumulative effects as the baseline for “considerable”. Projects located within the SJVAPCD will be subject to the following significance thresholds identified in tons per year (TPY)⁴:

Table 4-4: Air Quality Thresholds of Significance – Criteria Pollutants

Air Quality Thresholds of Significance – Criteria Pollutants			
Pollutant/Precursor	Construction Emissions	Operational Emissions	
		Permitted Equipment & Activities	Non-Permitted Equipment & Activities
	Emissions (tpy)	Emissions (tpy)	Emissions (tpy)
CO	100	100	100
NO _x	10	10	10
ROG	10	10	10
SO _x	27	27	27
PM ₁₀	15	15	15
PM _{2.5}	15	15	15

⁴ (San Joaquin Valley Air Pollution Control District 2015)

Regulatory Attainment Designations

Under the CCAA, the CARB is required to designate areas of the state as attainment, nonattainment, or unclassified with respect to applicable standards. An “attainment” designation for an area signifies that pollutant concentrations did not violate the applicable standard in that area. A “nonattainment” designation indicates that a pollutant concentration violated the applicable standard at least once, excluding those occasions when a violation was caused by an exceptional event, as defined in the criteria. Depending on the frequency and severity of pollutants exceeding applicable standards, the nonattainment designation can be further classified as serious nonattainment, severe nonattainment, or extreme nonattainment, with extreme nonattainment being the most severe of the classifications. An “unclassified” designation signifies that the data does not support either an attainment or nonattainment designation. The CCAA divides districts into moderate, serious, and severe air pollution categories, with increasingly stringent control requirements mandated for each category.

The USEPA designates areas for O₃, CO, and NO₂ as “does not meet the primary standards,” “cannot be classified,” or “better than national standards.” For SO₂, areas are designated as “does not meet the primary standards,” “does not meet the secondary standards,” “cannot be classified,” or “better than national standards.” However, the CARB terminology of attainment, nonattainment, and unclassified is more frequently used. The USEPA uses the same sub-categories for nonattainment status: serious, severe, and extreme. In 1991, USEPA assigned new nonattainment designations to areas that had previously been classified as Group I, II, or III for PM₁₀ based on the likelihood that they would violate national PM₁₀ standards. All other areas are designated “unclassified.”

The State and national attainment status designations pertaining to the SJVAB are summarized in [Table 4-5](#). The SJVAB is currently designated as a nonattainment area with respect to the State PM₁₀ standard, O₃, and PM_{2.5} standards. The SJVAB is designated nonattainment for the NAAQS 8-hour O₃ and PM_{2.5} standards. On September 25, 2008, the USEPA re-designated the San Joaquin Valley to attainment status for the PM₁₀ NAAQS and approved the PM₁₀ Maintenance Plan. California’s ambient air monitoring network is one of the most extensive in the world, with more than 250 sites and 700 individual monitors measuring air pollutant levels across a diverse range of topography, meteorology, emissions, and air quality. Existing levels of ambient air quality and historical trends and projections in the Project are best documented by measurements made by these monitoring sites.

Table 4-5: Summary of Ambient Air Quality Standards & Attainment Designation

Summary of Ambient Air Quality Standards & Attainment Designation					
Pollutant	Averaging Time	California Standards*		National Standards*	
		Concentration*	Attainment Status	Primary	Attainment Status
OZONE (O₃)	1-hour	0.09 ppm	Non-Attainment/ Severe	–	No Federal Standard
	8-hour	0.070 ppm		0.075 ppm	Non-Attainment (Extreme)**
PARTICULATE MATTER (PM₁₀)	AAM	20 µg/m ³	Non-Attainment	–	Attainment
	24-hour	50 µg/m ³		150 µg/m ³	

Summary of Ambient Air Quality Standards & Attainment Designation					
Pollutant	Averaging Time	California Standards*		National Standards*	
		Concentration*	Attainment Status	Primary	Attainment Status
FINE PARTICULATE MATTER (PM _{2.5})	AAM	12 µg/m³	Non-Attainment	12 µg/m³	Non-Attainment
	24-hour	No Standard		35 µg/m³	
CARBON MONOXIDE (CO)	1-hour	20 ppm	Attainment/ Unclassified	35 ppm	Attainment/ Maintenance
	8-hour	9 ppm		9 ppm	
	8-hour (Lake Tahoe)	6 ppm		–	
NITROGEN DIOXIDE (NO ₂)	AAM	0.030 ppm	Attainment	53 ppm	Attainment/ Unclassified
	1-hour	0.18 ppm		100 ppm	
SULFUR DIOXIDE (SO ₂)	AAM	–	Attainment	0.03 ppm	Attainment/ Unclassified
	24-hour	0.04 ppm		0.14 ppm	
	3-hour	–		0.5 ppm	
	1-hour	0.25 ppm		75 ppb	
LEAD (Pb)	30-day Average	1.5 µg/m³	Attainment	–	No Designation/ Classification
	Calendar Quarter	–		--	
	Rolling 3-Month Average	–		0.15 µg/m³	
SULFATES	24-hour	25 µg/m³	Attainment	No Federal Standards	
HYDROGEN SULFIDE	1-hour	0.03 ppm (42 µg/m³)	Unclassified		
VINYL CHLORIDE	24-hour	0.01 ppm (26 µg/m³)	Attainment		
VISIBILITY-REDUCING PARTICLE MATTER	8-hour	Extinction coefficient: 0.23/km-visibility of 10 miles or more due to particles when the relative humidity is less than 70%.	Unclassified		

* For more information on standards visit: <https://ww3.arb.ca.gov/research/aaqs/aaqs2.pdf>

** No Federal 1-hour standard. Reclassified extreme nonattainment for the Federal 8-hour standard September 2020.

Source: CARB 2016; SJVAPCD 2015, Accessed 2024.

4.3.4 Impact Analysis

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

Less than Significant Impact. As noted in Impact Assessment b and c below, implementation of the Project would not result in short-term or long-term increases in emissions that would exceed applicable thresholds of significance. Projects that do not exceed the recommended thresholds would not be considered to conflict with or obstruct the implementation of applicable air quality plans. Project related impacts to air quality would be considered less than significant.

b) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Less than Significant Impact.

Short-Term Construction-Generated Emissions

Construction-generated emissions are temporary in duration, lasting approximately eight months total. The construction of the Project would result in the temporary generation of emissions associated with use of construction equipment, motor vehicle exhaust associated with construction equipment and worker trips, as well as the movement of construction equipment on unpaved surfaces.

Estimated construction-generated emissions are summarized in [Table 4-6](#).

Table 4-6: Unmitigated Short-Term Construction-Generated Emissions of Criteria Air Pollutants

Short-Term Construction-Generated Emissions of Criteria Air Pollutants					
Source	Annual Emissions (tpy)				
	ROG	NO _x	CO	PM ₁₀	PM _{2.5}
2026	0.023	0.161	0.193	.005	.0046
2027	0.024	0.020	0.184	0.006	0.006
<i>SJVAPCD Significance Thresholds:</i>	<i>10</i>	<i>10</i>	<i>100</i>	<i>15</i>	<i>15</i>
<i>Exceed SJVAPCD Thresholds?</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>

Emissions were quantified using CalEEmod Version 2022.1.1.21. Refer to [Appendix A](#) for modeling results and assumptions. Totals may not sum due to rounding.

It is important to note that the proposed Project would be required to comply with SJVAPCD Regulation VIII (Fugitive PM₁₀ Prohibitions). Mandatory compliance with SJVAPCD Regulation VIII would further reduce emissions of fugitive dust from the Project site, and adequately minimize the Project's potential to adversely affect nearby sensitive receptors to localized PM impacts.

Given that Project-generated emissions would not exceed applicable SJVAPCD significance thresholds, and the Project would be required to comply with SJVAPCD Regulation VIII, construction-generated emissions of criteria pollutants would be considered less than significant.

Long-Term Operational Emissions: Long-term operational emissions associated with the Project would be negligible, and similar to existing conditions. The impact of operations and maintenance generated emissions would be considered less than significant.

c) Would the project expose sensitive receptors to substantial pollutant concentrations?

Less than Significant Impact. Sensitive receptors are those who are sensitive to air pollution, including children, the elderly, and the infirm. The SJVAPCD considers a sensitive receptor a location that houses or attracts children, the elderly, people with illnesses, or others who are especially sensitive to the effects of air pollutants. Examples of sensitive receptors include hospitals, residences, convalescent facilities, and schools. The closest existing sensitive receptors are single-family homes adjacent to the proposed pipeline alignment as well as Hope Elementary which is located on the existing well site. Despite this, the Project would not expose sensitive receptors to substantial pollutant concentrations due to the temporary and limited exposure period that sensitive receptors would experience. The California Office of Environmental Health Hazard Assessment does not recommend assessing cancer risk for projects lasting less than two months in duration.⁵ Linear water main construction projects generally move at a pace of 100 LF per day. At this rate, and considering the size of the Project frontage along sensitive receptor areas, construction within the vicinity of sensitive receptors would not exceed two months in duration. Therefore, it can be assumed that the Project's construction related, emission generating impacts would be less than significant for sensitive receptors near to and fronting the Project.

d) Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less than Significant Impact. The Project would not result in indirect effects related to odors. The Project does not include off-site components or facilitate additional projects that would generate new sources of odor on a permanent basis. During construction, there is a possibility for odors from construction activities (diesel exhaust, asphalt, etc.). However, upon completion of the construction, the area would return to pre-construction conditions with the addition of the new water main pipelines and associated infrastructure. During normal operation, no odors would be emitted by the operation of the pipelines to transport water. Impacts would be less than significant.

⁵ (California Office of Environmental Health Hazard Assessment 2015)

4.4 BIOLOGICAL RESOURCES

Table 4-7: Biological Resources Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	<u>IXI</u>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	<u>IXI</u>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

4.4.1 Baseline Conditions

A reconnaissance-level field survey of the project site was conducted on January 5, 2024, by Provost & Pritchard biologist Jairo Perez. The survey consisted of walking and driving throughout accessible areas of the Project site while identifying and noting land uses, biological habitats and communities, and plant and animal species encountered. Habitats were also assessed to help with determining if they could be suitable for various rare or protected plant and animal species.

The field survey did not include focused surveys for special status species. The field survey conducted included the appropriate level of detail to assess the significance of potential impacts to sensitive biological resources resulting from implementing the Project. Furthermore, the field survey was sufficient to generally describe those features of the Project site that could be subject to the jurisdiction of federal and/or state agencies, such as the United States Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB) and the State Water Resources Control Board (SWRCB).

Mr. Perez then utilized the results of the field survey to conduct an analysis of potential Project-related impacts to biological resources based on the resources known to occur or with the potential to occur within the Project site. Sources of information used in preparation of this analysis included: CDFW, California Natural Diversity Database and California Wildlife Habitat Relationships database; California Native Plant Society's Online Inventory of Rare and Endangered Vascular Plants of California; CalFlora's online database of California native plants; Jepson Herbarium's online database; United States Fish and Wildlife Service's (USFWS) Environmental Conservation Online System, U.S. Fish and Wildlife Service's Information for Planning and Consultation System (IPaC), and National Wetlands Inventory (NWI); NatureServe Explorer's online database; United States Department of Agriculture (USDA) NRCS Web Soil Survey; and manuals, reports, and references related to plants and animals of the San Joaquin Valley region.

The Project site is located within, and adjacent to, the City of Porterville, California, along the eastern side of the San Joaquin Valley in Tulare County, California. The Project site is within the United States Geological Survey (USGS) *Porterville* 7.5-minute quadrangle, within the northwest quadrat of section 14, and along the intersections of sections 10 and 11, and 14 and 15, Township 22 south, Range 27 east. The topography of the Project site is relatively flat with elevations ranging from approximately 450 – 470 feet above mean sea level. The soils within the Project site(s) consisted of 4 soil types that are predominantly non-hydric and non-hydric (See [Appendix B](#)). Like most of California, the San Joaquin Valley experiences a Mediterranean climate. The City of Porterville, and the Project site, would generally experience the same conditions. Warm, dry summers are followed by cool, moist winters. Summer temperatures often reach above 90 degrees Fahrenheit, and the humidity is generally low. Winter temperatures are often below 60 degrees Fahrenheit during the day and rarely exceed 70 degrees. The San Joaquin Valley receives an average of 12 inches of precipitation in the form of rainfall yearly, most of which occurs between October and March. Per the USFWS National Wetlands Inventory Data Base there are no natural waterways or wetlands within or surrounding the Project site. The Project site consisted of ruderal habitat that included road shoulders and road intersections and was surrounded by agricultural lands, and residential and industrial properties.

4.4.2 Applicable Regulations

Federal

Endangered Species Act

The Endangered Species Act (ESA) protects plants and wildlife that are listed as endangered or threatened by the USFWS and National Oceanic and Atmospheric Administration. Section 9 of the ESA prohibits the take of listed wildlife, where take is defined as “harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, collect, or attempt to engage in such conduct” (50 CFR 17.3). For plants, this statute governs removing, possessing, maliciously damaging, or destroying any listed plant on federal land and removing, cutting, digging-up, damaging, or destroying any listed plant on non-federal land in knowing violation of state law (16 USC 1538). Pursuant to Section 7 of the ESA, federal agencies are required to consult with the USFWS if their actions, including permit approvals or funding, could adversely affect a listed plant or wildlife species or its critical habitat. Through consultation and the issuance of a biological opinion, the USFWS may issue an incidental take statement allowing take of the species that is incidental to another authorized activity, provided the action will not jeopardize the continued existence of the species. Section 10 of the ESA provides for issuance of incidental take permits to private parties, provided a Habitat Conservation Plan is developed.

Migratory Bird Treaty Act

The Migratory Bird Treaty Act (MBTA) implements international treaties devised to protect migratory birds and any of their parts, eggs, and nest from activities such as hunting, pursuing, capturing, killing, selling, and shipping, unless expressly authorized in the regulations or by permit. As authorized by the MBTA, the USFWS issues permits to qualified applicants for following types of activities: falconry, raptor propagation, scientific collecting, special purposes (rehabilitation, education, migratory game bird propagation, and salvage), take of depredating birds, taxidermy, and waterfowl sale and disposal. The regulations governing migratory bird permits are in 50 CFR part 13 General Permit Procedures and 50 CFR part 21 Migratory Bird Permits.

Clean Water Act

The purpose of the Clean Water Act (CWA) is to “restore and maintain clean and healthy waters” by regulating activities with potential to expose these waters to pollutants. Section 404 of the CWA gives the USACE authority to regulate the discharge of dredged or fill material into waters of the United States (WOTUS). The definition of WOTUS has been changed frequently, often in response to court cases involving water resources, or a change in presidential administration. The interpretation of WOTUS in the CWA generally includes rivers, streams, estuaries, the territorial seas, ponds, lakes, and wetlands that are immediately adjacent to a jurisdictional water. Wetlands are defined as those areas “that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions” (33 CFR 328.3 7b). Projects that only minimally affect jurisdictional waters and wetlands may meet the conditions of one of the existing Nationwide Permits, which provide quicker agency review time. Substantial impacts to jurisdictional waters and wetlands, or activities that are not covered by a Nationwide Permit (NWP), would require longer agency review times with an individual permit. The SWRCB, pursuant to Section 401 of the CWA, regulates discharge of fill or excavated materials into waters of the State and WOTUS, and upholds established water quality standards. The SWRCB implements procedures that strengthen the protection of waters that are no longer federally protected, due to changes in the

interpretation of WOTUS. The definition of waters of the State generally encompasses a greater array of aquatic resources than WOTUS, providing more protection from surface water to groundwater. Activities with potential to degrade the State's water resources would require a Water Quality Certification or would receive Waste Discharge Requirements in order to comply with the State's more stringent regulations to preserve, restore, and enhance the health of California's water resources.

State

California Endangered Species Act

The California Endangered Species Act (CESA) generally parallels the main provisions of the ESA, but unlike its federal counterpart, the CESA applies the take prohibitions to species proposed for listing (called "candidate threatened" or "candidate endangered" by the State). Section 2080 of the California Fish and Game Code (FGC) prohibits the taking, possession, purchase, sale, and import or export of endangered, threatened, and candidate species, unless otherwise authorized by an Incidental Take Permit or in the regulations. Take is defined in Section 86 of the FGC as to "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." The CESA allows for take incidental to otherwise lawful development projects. State lead agencies are required to consult with CDFW to ensure that any action they undertake is not likely to jeopardize the continued existence of any endangered, threatened, or candidate species or result in destruction or adverse modification of essential habitat. The CDFW administers the act and authorizes take through Section 2081 agreements.

Fully Protected Species

The State of California first began to designate species as fully protected prior to the creation of the CESA and ESA. Lists of fully protected species were initially developed to provide protection to those animals that were rare or faced possible extinction, and included fish, amphibians, reptiles, birds, and mammals. Most fully protected species have since been listed as threatened or endangered pursuant to the CESA and/or ESA. FGC Sections 3511, 4700, 5050, and 5515 prohibit the take or possession of fully protected species except as provided by other sections.

Native Plant Protection Act

Regarding listed rare and endangered plant species, the CESA defers to the California Native Plant Protection Act (NPPA) of 1977 (CFCG Code Section 1900 to 1913), which prohibits importing of rare and endangered plants into California, and the taking and selling of rare and endangered plants. The CESA includes an additional listing category for threatened plants that are not protected pursuant to NPPA. In this case, plants listed as rare or endangered pursuant to the NPPA are not protected pursuant to CESA but can be protected pursuant to CEQA. In addition, plants that are not State listed, but that meet the standards for listing, are also protected pursuant to CEQA (CEQA Guidelines Section 15380). In practice, this is generally interpreted to mean that all species with a California Native Plant Society (CNPS) Rare Plant Rank of 1 or 2 qualify for protection pursuant to CEQA, and some species with a Rare Plant Rank of 3 or 4 may qualify for protection pursuant to CEQA. Rare Plant Rank 3 includes plants for which more information is needed on taxonomy or distribution. Rare Plant Rank 4 includes plants of limited distribution that may qualify for protection if their abundance and distribution characteristics are found to meet the standards for listing.

Migratory Bird Treaty Act

The State of California is subject to the MBTA, however the State has also included additional provisions for which projects are subject to. In addition to the federal provisions of the MBTA, the State has incorporated the protection of birds of prey in FGC Sections 3800, 3513, and 3503.5.

Local

Porterville General Plan Policies

- **OSC-G-7:** Protect habitat for special status species, designated under State and federal law.
- **OSC-I-28:** Require protection of sensitive habitat areas and special status species in new development site designs in the following order: 1) Avoidance; 2) onsite mitigation, 3) offsite mitigation, and 4) purchase of mitigation credits.
- **OSC-I-29:** Require assessments of biological resources prior to approval of any development within 300 feet of any creeks, sensitive habitat areas, or areas of potential sensitive status species.
- **OSC-I-32:** Identify and protect wildlife movement corridors that serve critical habitats to minimize wildlife-urban conflicts.
- **OSC-I-35:** Consult with all responsible agencies about wetland and vernal pool habitat potentially affected by development.
- **OSC-I-36:** Establish a “no net loss” policy for wetlands and vernal pools, including credits for land banking and off-site mitigation, and maintain a protection zone around wetlands, riparian corridors, and identified habit areas where development shall not occur, except as part of a parkway enhancement program (e.g., trails and bikeways).

Tulare County General Plan Policies

- **ERM-1.1:** Tulare County shall ensure the protection of environmentally sensitive wildlife and plant life, including those species designated as rare, threatened, and/or endangered by State and/or Federal government, through compatible land use development.
- **ERM-1.2:** Tulare County shall limit or modify proposed development within areas that contain sensitive habitat for special status species and direct development into less significant habitat areas. Development in natural habitats shall be controlled so as to minimize erosion and maximize beneficial vegetative growth.

4.4.3 Impact Analysis

a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Less than Significant with Mitigation Incorporated. The Project would construct new water mains connecting Hope Elementary School to the City’s water system. Portions of the new water mains would traverse through the City, while the school is located within Tulare County. Since the piping would be installed underground, there would only be temporary impacts. Species protected by FGC, CDFW, USFWS, CEQA, or the National Environmental Policy Act that have the potential to be impacted by Project activities include nesting migratory birds and raptors. In order to protect migratory birds and raptors that could potentially be located within the vicinity of the Project during construction, **BIO-1** shall be

implemented to avoid a form of “take” to nesting birds. Implementation of this measure would diminish any potential impacts to a less than significant level. FGC Section 3503 states that it is “unlawful to take, possess, or needlessly destroy the nest or eggs of any bird except as otherwise provided by this code or any regulation adopted pursuant thereto.” Breeding-season disturbance that causes nest abandonment and/or loss of reproductive effort is considered a form of “take” by the CDFW. All of the regionally occurring special status species are considered absent or unlikely to occur within the Project site due to past or ongoing disturbance and/or absence of suitable habitat. The tables below contain a query of the California Natural Diversity Database for occurrences of special status plant and animal species that have the potential to occur within the Project site and within the *Porterville* 7.5-minute USGS quadrangle and the eight surrounding USGS quadrangles: *Cairns Corner*, *Ducor*, *Fountain Springs*, *Frazier Valley*, *Lindsay*, *Sausalito School*, *Success Dam*, and *Woodville* surrounding the Project site. Additionally, federally listed species found on the USFWS’s IPaC system list were also included in the tables below.

Table 4-8: List of Special Status Plants with Potential to Occur on the Project Site and/or in the Vicinity.

Species	Status*	Habitat	Occurrence within the Site
ALKALI-SINK GOLDFIELDS (<i>LASTHENIA CHRYSANTHA</i>)	CNPS 1B	Found in vernal pool and wet saline flat habitats in the San Joaquin Valley region at elevations below 700 feet. Blooms February – April.	Absent. Habitats required by this species were absent from the Project site.
BRITTLESCALE (<i>ATRIPLEX DEPRESSA</i>)	CNPS 1B	Found in chenopod scrub, meadows and seeps, playas, valley and foothill grassland, vernal pools in alkaline, clay soils at elevations below approx. 1,050 feet. Blooms May to October.	Absent. Suitable habitats for this species were absent from the Project site and surrounding areas.
CALICO MONKEYFLOWER (<i>DIPLACUS PICTUS</i>)	CNPS 1B	Found in the Sierra Nevada foothills and the Tehachapi mountains in bare, sunny, shrubby areas, around granite outcrops within foothill woodland communities at elevations between 450 and 4,100 feet. Blooms March – May.	Absent. Suitable habitats for this species were absent from the Project site and surrounding areas.
CALIFORNIA JEWELFLOWER (<i>CAULANTHUS CALIFORNICUS</i>)	FE, CE, CNPS 1B	Found in the San Joaquin Valley and western Transverse Ranges in sandy soils. Occurs on flats and slopes, generally in non-alkaline grassland at elevations between 200 and 6,100 feet. Blooms February – April.	Absent. Suitable habitat was absent from the Project site and surrounding areas.
CALIFORNIA ALKALI GRASS (<i>PUCCINELLIA SIMPLEX</i>)	CNPS 1B	Found in the San Joaquin Valley and other parts of California in saline flats and mineral springs within valley grassland and wetland-riparian communities at elevations below 3,000 feet. Blooms March – May.	Absent. Suitable habitat for this species was absent from the Project site and surrounding areas.

Chapter 4: Environmental Impact Analysis
Hope Elementary School Water System Improvements Project

Species	Status*	Habitat	Occurrence within the Site
CHAPARRAL RAGWORT (<i>SENECIO APHANACTIS</i>)	CNPS 2B	Found in chaparral, cismontane woodland, and coastal scrub, typically within drying alkaline flats at elevations between 50 and 2,800 feet. Blooms February – May.	Absent. Suitable habitat required by this species was absent from the Project site and surrounding areas.
EARLIMART ORACHE (<i>ATRIPLEX CORDULATA</i> VAR. <i>ERECTICAULIS</i>)	CNPS 1B	Found in the San Joaquin Valley in saline and alkaline soils, typically within valley grasslands at elevations below 400 feet. Blooms August – September.	Absent. Suitable habitat required by this species was absent from the Project site and surrounding areas.
KECK'S CHECKERBLOOM (<i>SIDALCEA KECKII</i>)	CNPS 1B, FE	Occurs in cismontane woodland and valley and foothill grassland communities, typically on grassy slopes in clay soils at elevations between 250 and 1,700 feet. Blooms April – May.	Absent. Suitable habitat required by this species were absent from the Project site and surrounding areas.
LESSER SALTSCALE (<i>ATRIPLEX MINUSCULA</i>)	CNPS 1B	Found in the San Joaquin Valley in sandy, alkaline soils in alkali scrub, valley and foothill grassland, and alkali sink communities at elevations below 750 feet. Blooms April – October.	Absent. Habitat required by this species were absent within the Project site and surrounding areas.
LOST HILLS CROWNSCALE (<i>ATRIPLEX CORDULATA</i> VAR. <i>ERECTICAULIS</i>)	CNPS 1B	Found in the San Joaquin Valley in dried ponds and vernal pools with alkaline soils in alkali scrub and valley and foothill grasslands at elevations below 2,900 feet. Blooms April – September.	Absent. Suitable habitat required by this species were absent within the Project site and surrounding areas.
RECURVED LARKSPUR (<i>DELPHINIUM RECURVATUM</i>)	CNPS 1B	Occurs in chenopod scrub, cismontane woodland, and grassland habitats on poorly drained, fine, alkaline soils; often in valley saltbush or valley chenopod scrub communities at elevations between 100 and 2,600 feet. Blooms March – June.	Absent. Suitable habitats required by this species were absent within the Project site and surrounding areas.
SAN JOAQUIN ADOBE SUNBURST (<i>PSEUDOBALIA PEIRSONII</i>)	FT, CE, CNPS 1B	Found in the San Joaquin Valley and the Sierra Nevada foothills in bare, dark clay soils in valley and foothill grassland and cismontane woodland communities at elevations between 300 and 3,000 feet. Blooms March – May.	Absent. Suitable habitats and soils required by this species were absent from the Project site.
SAN JOAQUIN WOOLLYTHREADS (<i>MONOLOPIA CONGDONII</i>)	FE, CNPS 1B	Occurs in the San Joaquin Valley in sandy soils on alkaline or loamy plains in valley and foothill grassland and alkali scrub communities at elevations between 150 and 2,800 feet. Blooms February – May.	Absent. The habitats required by this species were absent within the Project site and surrounding areas.
SHINING NAVARRETIA (<i>NAVARRETIA NIGELLIFORMIS</i> SSP. <i>RADIANS</i>)	CNPS 1B	Found in cismontane woodland and valley and foothill grassland communities, sometimes in vernal pools. Occurs at elevations between 200 and 3,200 feet. Blooms May – July.	Absent. Suitable habitats for this species were absent from the Project site and surrounding areas.

Chapter 4: Environmental Impact Analysis
Hope Elementary School Water System Improvements Project

Species	Status*	Habitat	Occurrence within the Site
SPINY-SEPALED BUTTON-CELERY (<i>ERYNGIUM SPINOSEPALUM</i>)	CNPS 1B	Found in the Sierra Nevada foothills and the San Joaquin Valley in vernal pools, swales, and roadside ditches. Often associated with clay soils in vernal pools within grassland communities. Occurs at elevations between 50 and 4,200 feet. Blooms April – July.	Absent. Suitable habitats required by this species were absent within the Project site and surrounding areas.
SPRINGVILLE CLARKIA (<i>CLARKIA SPRINGVILLENSIS</i>)	FT, CE, CNPS 1B	Endemic to the woodlands and grasslands of the southern Sierra Nevada, occurring primarily in the Tule River watershed. Found at elevations between 650 and 7,400 feet. Blooms in May.	Absent. Suitable habitats required by this species were absent within the Project site and surrounding areas.
STRIPED ADOBE-LILY (<i>FRITILLARIA STRIATA</i>)	CT, CNPS 1B	Found in the Sierra Nevada foothills in adobe soil within valley grassland and foothill woodland communities at elevations below 3,300 feet. Blooms February – April.	Absent. Suitable habitat and required soils were absent within the Project site.
SUBTLE ORACHE (<i>ATRIPLEX SUBTILIS</i>)	CNPS 1B	Found in the San Joaquin Valley in saline depressions in alkaline soils within valley and foothill grassland communities at elevations below 300 feet. Blooms June – October.	Absent. Suitable habitat required by this species was absent within the Project site and surrounding areas.
VERNAL POOL SMALLSCALE (<i>ATRIPLEX PERSISTENS</i>)	CNPS 1B	Occurs in the Central Valley in alkaline vernal pools at elevations below 400 feet. Blooms June – September.	Absent. Suitable habitat required by this species was absent within the Project site and surrounding areas.

Table 4-9: List of Special Status Animals with Potential to Occur on the Project Site and/or in the Vicinity.

Species	Status*	Habitat	Occurrence within the Site
AMERICAN BADGER (<i>TAXIDEA TAXUS</i>)	CSSC	Occurs most abundantly in drier open stages of shrub, forest, and herbaceous habitats with friable soils to burrow, but can be found within numerous habitats throughout California, including the margins of agricultural lands. Needs a sufficient prey base of burrowing rodents.	Unlikely. The Project site is a road shoulder that is regularly disturbed by vehicles and the surrounding areas are frequently cultivated and maintained agricultural lands. An American badger could potentially pass through the Project site, but it is unlikely they would forage or burrow within the Project site. The nearest recorded observation of this species within the vicinity was found in the vicinity of Porterville Airport, approximately 500 feet west of the Project site.
BLUNT-NOSED LEOPARD LIZARD (<i>GAMBELIA SILA</i>)	FE, CE, CFP	Occurs in the San Joaquin Valley region in expansive, arid areas with scattered vegetation. Today they inhabit non-native grassland and alkali sink scrub communities of the valley floor marked by poorly drained, alkaline, and saline soils. They can be found at elevations ranging from 100 to 2,600 feet. They are absent from areas with steep slopes and dense vegetation, and areas subject to seasonal flooding. Adults may excavate shallow burrows but rely on deeper pre-existing rodent burrows for hibernation and reproduction.	Absent. The habitat of the Project site is unsuitable for this species and the site and surrounding areas are regularly disturbed and maintained.
BUENA VISTA LAKE ORNATE SHREW (<i>SOEX ORNATUS RELICTUS</i>)	FE, CSSC	Prefers moist soils, inhabiting marshes, swamps, and riparian shrublands in the Tulare Basin. Uses stumps, logs, and leaf litter for cover.	Absent. Suitable habitats required by this species were absent from the Project site.
CALIFORNIA CONDOR (<i>GYMNOGYPS CALIFORNIANUS</i>)	FE, CE, CFP	Typically nests in cavities in canyon or cliff faces but has also been recorded nesting in giant sequoias in Tulare County. Requires vast expanse of open savannah, grassland, and/or foothill chaparral in mountain ranges of moderate altitude. Forages for carrion up to 100 miles from their roost/nest sites.	Absent. Suitable habitats required by this species were absent within the Project site and surrounding areas.
CROTCH BUMBLE BEE (<i>BOMBUS CROTCHII</i>)	CCE	Occurs throughout coastal California, as well as east to the Sierra Nevada-Cascade crest, and south into Mexico. Food plant genera include snapdragons, scorpionweeds, primroses, poppies, and buckwheats.	Unlikely. Suitable food plant genera required for this species were absent from the Project site. Also, the Project site is surrounded by maintained agricultural lands and citrus orchards. A crotch bumble bee could potentially pass through the Project site, but it is unlikely they would forage within the Project site. The nearest recorded observation of this species within the

Chapter 4: Environmental Impact Analysis
Hope Elementary School Water System Improvements Project

Species	Status*	Habitat	Occurrence within the Site
			vicinity was approximately 2.8 miles northeast of the Project site in 1963.
MONARCH BUTTERFLY (<i>DANAUS PLEXIPPUS</i>)	FC	Roosts in wind-protected tree groves (eucalyptus, Monterey pine, cypress), with nectar and water sources nearby. Larval host plants consist of milkweeds (<i>Asclepias</i> sp.). Winter roost sites extend along the Pacific coast from northern Mendocino, California to Baja California, Mexico.	Absent. Suitable habitat required by this species was absent from the Project site.
NORTHERN CALIFORNIA LEGLESS LIZARD (<i>ANNIELLA PULCHRA</i>)	CSSC	Found primarily underground, burrowing in loose, sandy soil. Forages in loose soil and leaf litter during the day. Occasionally observed on the surface at dusk and night.	Absent. Suitable habitat required by this species was absent from the Project site.
NORTHWESTERN POND TURTLE (<i>ACTINEMYS MARMORATA</i>)	FPT	An aquatic turtle of ponds, marshes, slow-moving rivers, streams, and irrigation ditches with riparian vegetation. Requires adequate basking sites and sandy banks or grassy open fields to deposit eggs.	Absent. Suitable habitat required by this species was absent within the Project site and surrounding areas.
PALLID BAT (<i>ANTROZOUS PALLIDUS</i>)	CSSC	Found in grasslands, chaparral, and woodlands, where it feeds on ground- and vegetation-dwelling arthropods, and occasionally takes insects in flight. Prefers to roost in rock crevices, but may also use tree cavities, caves, bridges, and other human-made structures.	Unlikely. Suitable habitat required by this species was absent within the Project site. The nearest recorded observation of this species occurred approximately 5.5 miles east of the Project site in 1946.
SAN JOAQUIN KIT FOX (<i>VULPES MACROTIS MUTICA</i>)	FE, CT	Opportunistically forages in a variety of habitats. Dens in burrows within alkali sink, valley grassland, and woodland habitats in valleys and adjacent foothills and in human-made structures in cities, rangeland, and agricultural areas.	Unlikely. The site and surrounding areas are regularly maintained for agricultural purposes and are unsuitable for this species. This species is not expected to occur except, perhaps, as a transient. The nearest recorded observation of this species occurred approximately 200 feet west of the Project site in 1975.
SWAINSON'S HAWK (<i>BUTEO SWAINSONI</i>)	CT	Nests in large trees in open areas adjacent to grasslands, grain or alfalfa fields, or livestock pastures suitable for supporting rodent populations.	Unlikely. Suitable habitat required by this species was absent within the Project site. The nearest recorded observation was approximately 4.8 miles northwest of the project site in 2017.
TIPTON KANGAROO RAT (<i>DIPODOMYS NITRATOIDES NITRATOIDES</i>)	FE, CE	Inhabits saltbush scrub and sink scrub communities in the Tulare Lake Basin of the southern San Joaquin Valley. This species needs soft friable soils to burrow.	Absent. Suitable habitat required by this species is absent from the Project site.
TOWNSEND'S BIG-EARED BAT (<i>CORYNORHINUS TOWNSENDII</i>)	CSSC	Occurs in a variety of habitats, but prefers cool, dark roost sites, and is often found in caves and mines. They roost in the open, hanging from walls and ceilings. Western populations typically forage on moths in areas of dense foliage.	Absent. Suitable habitat required by this species is absent from the Project site.

Chapter 4: Environmental Impact Analysis
Hope Elementary School Water System Improvements Project

Species	Status*	Habitat	Occurrence within the Site
TRICOLORED BLACKBIRD (AGELAIUS TRICOLOR)	CT, CSSC	Nests colonially near fresh water in dense cattails or tules, or in thickets of riparian shrubs. Forages in grassland and cropland. Large colonies are often found foraging in dairy farm feed fields.	Unlikely. The Project site and surrounding areas lack suitable habitat for this species. The nearest recorded observation of this species occurred approximately 5.7 miles northeast of the Project site in 1971.
VALLEY ELDERBERRY LONGHORN BEETLE (DESMOCERUS CALIFORNICUS DIMORPHUS)	FT	Lives in mature elderberry shrubs in the Central Valley and adjacent foothills from Tehama County south through Merced and Mariposa Counties with two scattered populations in Madera and Fresno Counties. Adults are active from March to June.	Absent. Elderberry shrubs that are required by this species are absent from the Project site and surrounding areas.
VERNAL POOL FAIRY SHRIMP (BRANCHINECTA LYNCHI)	FT	Occupies vernal and seasonal pools, with clear to tea-colored water, in grass or mud-bottomed swales, and basalt depression pools.	Unlikely. The Project site is within road shoulders and intersections, which are regularly maintained for agricultural purposes and are unsuitable for this species. The nearest recorded observation of this species occurred adjacent to the Project site near the intersection of West Teapot Dome Avenue and California State Route 65 in 2002.
WESTERN MASTIFF BAT (EUMOPS PEROTIS CALIFORNICUS)	CSSC	Found in open, arid to semi-arid habitats, including dry desert washes, flood plains, chaparral, oak woodland, open ponderosa pine forest, grassland, and agricultural areas, where it feeds on insects in flight. Roosts most commonly in crevices in cliff faces but may also use high buildings and tunnels.	Absent. Suitable habitat required by this species was absent from the Project site.
WESTERN SPADEFOOT (SPEA HAMMONDII)	CSSC	The majority of the time this species is terrestrial and occurs in small mammal burrows and soil cracks, sometimes in the bottom of dried pools. Prefers open areas with sandy or gravelly soils, in a variety of habitats including mixed woodlands, grasslands, coastal sage scrub, chaparral, sandy washes, lowlands, river floodplains, alluvial fans, playas, alkali flats, foothills, and mountains. Vernal or seasonal pools, that hold water for a minimum of three weeks, are necessary for breeding.	Absent. The Project site includes road shoulders and intersections, which are regularly maintained for agricultural purposes and unsuitable for this species.

***EXPLANATION OF OCCURRENCE DESIGNATIONS AND STATUS CODES**

Present:	Species observed on the project site at time of field surveys or during recent past.
Likely:	Species not observed on the project site, but it may reasonably be expected to occur there on a regular basis.
Possible:	Species not observed on the project site, but it could occur there from time to time.
Unlikely:	Species not observed on the project site, and would not be expected to occur there except, perhaps, as a transient.
Absent:	Species not observed on the project site and precluded from occurring there due to absence of suitable habitat.

STATUS CODES

FE	Federally Endangered	CE	California Endangered
FT	Federally Threatened	CCE	California Endangered (Candidate)
FC	Federal Candidate	CT	California Threatened
		CFP	California Fully Protected
		CSSC	California Species of Special Concern

CNPS LISTING

1B	Plants rare, threatened, or endangered in California and elsewhere.
----	---

Project Impacts to Special Status Plant Species

Of the 19 regionally occurring special status plant species, all are considered absent from or unlikely to occur within the Project site due to past or ongoing disturbance and/or the absence of suitable habitat.

Since it is unlikely that these species would occur onsite, implementation of the Project would have no impact on these 19 special status plant species through construction mortality, disturbance, or loss of habitat. Mitigation measures are not warranted for special status plant species.

Project Impacts to Special Status Animal Species

Of the 17 regionally occurring special status animal species, all are considered absent from or unlikely to occur within the Project site due to past or ongoing disturbance and/or the absence of suitable habitat.

Since it is unlikely that these species would occur onsite, implementation of the Project would have no impact on these 17 special status species through construction mortality, disturbance, or loss of habitat. Mitigation measures are not warranted for special status animal species.

Impacts would be less than significant with mitigation **BIO-1** incorporated.

- b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

No impact. The Project site does not contain a riparian habitat or other sensitive natural community identified by a local agency or by the CDFW or USFWS. Wetlands and riparian habitats are absent from the Project site according to the USFWS's NWI.⁶ Therefore, there would be no impact.

- c) Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

⁶ (United States Fish and Wildlife Service 2024)

No Impact. The Project site is within a ruderal habitat comprising existing road ROW and the existing elementary school. There are no federal or State protected wetlands within or adjacent to the Project site.⁷ Therefore, the Project would not have an impact on federal or State protected wetlands.

- d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No impact. The Project would not interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or nursery sites. The Project would consist of construction in previously disturbed and highly trafficked areas. High levels of human activity discourage wildlife movement through the Project site. Construction activities and ground disturbance would be completed within the existing road ROW and at Hope Elementary School, neither of which contains any movement corridors or suitable habitat for special status species. Therefore, there would be no impact.

- e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No impact. The Project would be in accordance with the City of Porterville and Tulare County General Plan, including all Biological Resource Goals and Policies. There would be no conflicts with ordinances protecting biological resources. Therefore, there would be no impact.

- f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No impact. There is no adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan applicable to the Project site. Therefore, there would be no impact.

4.4.4 Mitigation

- BIO-1**
- a) (*Avoidance*): The Project's construction activities will occur, if feasible, between September 1 and January 31 (outside of the nesting bird season) to avoid impacts to nesting birds.
 - b) (*Pre-construction Surveys*): If activities must occur within the nesting bird season (February 1 to August 31), a qualified biologist will conduct a pre-construction survey for active migratory bird nests no more than seven days prior to the start of the construction within the project site and surrounding lands up to 100 feet from the project site and for active raptor nests within the project site and all accessible lands up to 500 feet from the project site. All raptor nests would be considered "active" upon the nest-building stage.
 - c) (*Avoidance Buffers*): On discovery of any active nests near work areas, the biologist will determine appropriate construction setback distances (avoidance buffers) based on applicable CDFW and/or USFWS guidelines, the biology of the species, and work and site

⁷ Ibid.

conditions. If necessary, avoidance buffers will be identified with flagging, fencing, or other easily visible means, and will be maintained until the biologist has determined that the nestlings have fledged.

4.5 CULTURAL RESOURCES

Table 4-10: Cultural Resources Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to in § 15064.5?	☐	☒	☐	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	☐	☒	☐	☐
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☒	☐	☐

4.5.1 Baseline Conditions

The Project site is located in the southwestern part of Tulare County, south of the City of Porterville. Tulare County is within the Central San Joaquin Valley and is part of a culturally and historically rich part of the San Joaquin Valley. The Project seeks to consolidate the Hope Elementary School with the City's existing water system. To do this, new water mains connecting the school to the City's water system would be constructed along South Indiana Steet and West Teapot Dome Avenue. Land surrounding the proposed pipeline alignment includes large agricultural fields and rural residential land. Historical and recent land-use has thus changed the vegetation that was once present within and near the Project study area. Before the appearance of agriculture in the nineteenth century, the Project location would have been comprised of prairie grasslands with scattered oak tree savannas near the foothills, and along the various streams and drainages.

An intensive Phase I Cultural Resources Survey of the Project study area was conducted on February 10, 2024, by Taylored Archaeology staff. The entire Project study area was examined by walking a 4-meter transect on both sides of all roadways in all unpaved areas of the Project site. Staff additionally walked a meandering 3-meter transect within the well site at Hope Elementary School. All portions of the site were accessible and surveyed.

The Project site was checked for both prehistoric deposits and historical features, structures, and artifacts more than 50 years old that may be present on the ground surface. The entire site was accessible. No cultural or archaeological resources of any kind were identified during the Phase I Cultural Resources Survey ([Appendix C](#)).

Records Search

On February 5, 2024, Taylored Archaeology received a records search from the Southern San Joaquin Valley Information Center (SSJVIC) of the California Historical Resources Information System (CHRIS), located at California State University, Bakersfield. The records search encompassed the Project site as well as a 0.5-mile radius surrounding the various locations. SSJVIC staff examined site record files, maps, and other materials to identify previously recorded resources and prior surveys within the delineated area. Additional sources included the California Office of Historic Preservation (OHP) Historic Properties Directory, Archaeological Determinations of Eligibility, and the California Inventory of Historic Resources ([Appendix C](#)). According to the records search results, one previous study has been conducted in the Project area, and no resources of any kind are known to exist within it.

Native American Outreach

A Sacred Lands File was requested from the Native American Heritage Commission (NAHC) in Sacramento in January 2024. The NAHC was provided with a brief description of the Project and a map showing its location with a request that the NAHC perform a search of the Sacred Lands File to determine if any Native American resources have been recorded in the immediate Project area. The NAHC identifies, catalogs, and protects Native American cultural resources -- ancient places of special religious or social significance to Native Americans and known ancient graves and cemeteries of Native Americans on private and public lands in California. The NAHC is also charged with ensuring California Native American tribes' accessibility to ancient Native American cultural resources on public lands, overseeing the treatment and disposition of inadvertently discovered Native American human remains and burial items, and administering the California Native American Graves Protection and Repatriation Act, among many other powers and duties. NAHC provide a current list of Native American Tribal contacts to notify of the project. Outreach letters were sent to the tribes provided on the NAHC contact list on February 13, 2024, with follow up emails sent on February 21, 2024. No responses were received. All Tribal correspondence is included within [Appendix C](#).

4.5.2 Applicable Regulations

Federal

National Historic Preservation Act and Archeological and Historic Preservation Act

If federal funding, such as State Revolving Funds, is applied to this Project, the National Historic Preservation Act (NHPA) and the Archeological and Historic Preservation Act (AHPA) would apply to this Project. The NHPA embodies a long-standing national policy to preserve historic sites, buildings, structures, districts and objects of national, State, tribal, local, and regional significance and, among other things, to protect such historic properties from adverse impacts caused by activities undertaken or funded by federal agencies. The NHPA is administered by the Department of the Interior and the Advisory Council on Historic Preservation. The Advisory Council on Historic Preservation implements section 106 of the NHPA and has promulgated regulations for consultation regarding how to determine the effects of federal agency undertakings on historic properties (36 CFR Part 800). Although under certain circumstances the Council may become directly involved in such consultations, the procedures generally call for consultation between the federal agency and relevant State or tribal historic preservation officers (Tribal HPOs) and other interested parties. The intent of the AHPA is to limit the loss of important historical data that would result from federal, or federally authorized, construction activities. Unlike section 106 of the NHPA, which principally addresses adverse effects to historic properties identified within a project area prior to project

initiation, the requirements of the AHPA are typically invoked when historic properties are discovered after the project has begun and potential adverse effects may occur.

State

California Register of Historical Resources

PRC Section 5024.1 establishes the California Register of Historical Resources (CRHR). The register lists all California properties considered to be significant historical resources. The CRHR includes all properties listed as or determined to be eligible for listing in the National Register of Historic Places (NRHP), including properties evaluated under Section 106 of the. The criteria for listing are similar to those of the NRHP. Criteria for listing in the CRHR include resources that:

- Are associated with the events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
- Are associated with the lives of persons important in our past;
- Embody the distinctive characteristics of a type, period, region, or method of construction, or represent the work of an important creative individual, or possess high artistic values; or
- Have yielded, or may be likely to yield, information important in prehistory or history

The regulations set forth the criteria for eligibility as well as guidelines for assessing historical integrity and resources that have special considerations.

California Historical Resources Information System

CHRIS maintains documents and materials relating to historical resources (e.g. buildings, structures, objects, historic and archeological sites, landscapes, districts). CHRIS operates nine Information centers located on California State University and University of California campuses under direction from the OHP and State Historical Resources Commission (PRC 5020.4(a)(2) and 5020.4(a)(3)). The Project site is within the area overseen by the SSJVIC.

Local

Porterville General Plan Policies

- **OSC-G-11:** Identify and protect archaeological, paleontological, and historic resources.
- **OSC-I-72:** Develop an agreement with Native American representatives for consultation in the cases where new development may result in disturbance to Native American sites.
- **OSC-I-73:** Require that new development analyze and avoid any potential impacts to archaeological, paleontological, and historic resources by:
 - Requiring a records review for development proposed in areas that are considered archaeologically sensitive, including hillsides and near the Tule River;
 - Studying the potential effects of development and construction (as required by CEQA);
 - Developing, where appropriate, mitigation measures to minimize potential impacts; and
 - Implementing appropriate measures to avoid the identified impacts.

Tulare County General Plan Policies

- **ERM-6:** To manage and protect sites of cultural and archaeological importance for the benefit of present and future generations.

- ERM-6.1: Evaluation of Cultural and Archaeological Resources – Tulare County shall participate in and support efforts to identify its significant cultural and archaeological resources using appropriate State and Federal standards.
- ERM-6.2: Protection of Resources with Potential State or Federal Designations – Tulare County shall protect cultural and archaeological sites with demonstrated potential for placement on the NRHP and/or inclusion in the California State Office of Historic Preservation’s California Points of Interest and California Inventory of Historic Resources. Such sites may be of Statewide or local significance and have anthropological, cultural, military, political, architectural, economic, scientific, religious, or other values as determined by a qualified archaeological professional.
- ERM-6.4: Mitigation – If preservation of cultural resources is not feasible, every effort shall be made to mitigate impacts, including relocation of structures, adaptive reuse, preservation of facades, and thorough documentation and archival of records.
- ERM-6.6: Historic Structures and Sites – Tulare County shall support public and private efforts to preserve, rehabilitate, and continue the use of historic structures, sites, and parks. Where applicable, preservation efforts shall conform to the current Secretary of the Interior’s Standards for the Treatment of Historic Properties and Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings.
- ERM-6.7: Cooperation of Property Owners – Tulare County should encourage the cooperation of property owners to treat cultural resources as assets rather than liabilities and encourage public support for the preservation of these resources.
- ERM-6.8: Solicit Input from Local Native Americans – Tulare County shall continue to solicit input from the local Native American communities in cases where development may result in disturbance to sites containing evidence of Native American activity and/or to sites of cultural importance.
- ERM-6.9: Confidentiality of Archaeological Sites – Tulare County shall, within its power, maintain confidentiality regarding the locations of archaeological sites in order to preserve and protect these resources from vandalism and the unauthorized removal or artifacts.
- ERM-6.10: Grading Cultural Resources Sites – Tulare County shall ensure all grading activities conform to Tulare County’s Grading Ordinance and California Code of Regulations, Title 20, §2501 et. Seq.

4.5.3 Impact Analysis

- a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to in § 15064.5?
- b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?

a-b) Less than Significant Impact with Mitigation Incorporated. According to the records search provided by the SSJVIC on February 5, 2024, no cultural resources have been recorded within the project area, but two have been documented within the 0.5-mi. search radius: a short segment of the late 19th century Poplar Ditch and a segment of the Southern Pacific Railroad (See [Appendix C](#)).

To identify any historic properties, the SSJVIC examined the current inventories of the NRHP, CRHR, California Historical Landmarks, California Points of Historical Interest, California Inventory of Historic Resources, California State Historic Landmarks, and other pertinent historical data available at the SSJVIC.

There are no recorded cultural resources within the Project area or radius that are listed in the NRHP, the CRHR, the California Points of Historical Interest, California Inventory of Historic Resources, or the California State Historic Landmarks.

While no known cultural resources were identified on-site during the survey, unknown resources may exist below the surface. Implementation of Mitigation Measure **CUL-1** will ensure that potential impacts from uncovering unknown cultural resources remain less than significant.

c) Would the project disturb any human remains, including those interred outside of dedicated cemeteries?

Less than Significant Impact with Mitigation Incorporated. No formal cemeteries or other places of human internment are known to exist on the Project site; however, in accordance with Health and Safety Code Section 7050.5 and PRC Section 5097.98, if human remains are uncovered, Mitigation Measure **CUL-2** as outlined below would be implemented.

4.5.4 Mitigation

CUL-1 (*Archaeological Resources*): In the event that archaeological resources are encountered at any time during construction, development or any ground-moving activities within the entire Project area, all work in the vicinity of the find shall halt until a qualified archaeologist can assess the discovery. The Project applicant shall implement all recommendations of the archaeologist necessary to avoid or reduce to a less than significant level potential impacts to cultural resource. Appropriate actions could include a Data Recovery Plan or preservation in place.

CUL-2 (*Human Remains*): If human remains are uncovered, or in any other case when human remains are discovered during construction, the Tulare County Coroner is to be notified to arrange proper treatment and disposition. If the remains are identified—on the basis of archaeological context, age, cultural associations, or biological traits—as those of a Native American origin, Health and Safety Code 7050.5 and Public Resources Code 5097.98 require that the coroner notifies the NAHC within 24 hours of discovery. The NAHC will then identify the Most Likely Descendent (MLD) who will determine the manner in which the remains are treated.

4.6 ENERGY

Table 4-11: Energy Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

4.6.1 Baseline Conditions

Southern California Edison provides electric utilities to the Porterville area. Much of the energy consumed in the region is for residential, commercial, and transportation purposes. Construction equipment and construction worker vehicles operated during Project construction would use fossil fuels. This increased fuel consumption would be temporary and would cease at the end of the construction activity, and it would not have a residual requirement for additional energy input.

4.6.2 Applicable Regulations

Federal

There are no federal regulations, laws, or policies related to energy which are applicable to the Project.

State

California Environmental Quality Act

In order to ensure that energy implications are considered in project decisions, CEQA requires that reports include a discussion of the potential energy impacts of Projects, with particular emphasis on avoiding or reducing inefficient, wasteful, and unnecessary consumption of energy (see PRC section 21100(b)(3)). Energy conservation implies that a project's cost-effectiveness be reviewed not only in dollars but also in terms of energy requirements. For many projects, cost-effectiveness may be determined more by energy efficiency than by initial dollar costs. A lead agency may consider the extent to which an energy source serving the project has already undergone an environmental review that adequately analyzed and mitigated the effects of energy production.

Local

Neither the Porterville General Plan or Tulare County General Plan contain specific goals and policies relative to the issue of energy which are applicable to the Project.

4.6.3 Impact Analysis

- a) Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less than Significant Impact. As discussed in Section 4.3, the Project would not exceed any air emission thresholds during construction or operation. The Project would comply with construction best management practices (BMP) and once completed, the Project would be passive in nature and would not use an excessive amount of energy. During construction, equipment would utilize fuels in order to power machines and equipment. Energy use associated with the operation of the Project would come from the use of pumping water from the City of Porterville water system. Through adherence with all federal, State, and local regulations governing energy use, energy consumption would not contribute substantial adverse effects. Therefore, the Project would not result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources during construction or operation.

- b) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

No Impact. State and local authorities regulate energy use and consumption. These regulations at the State level are intended to reduce energy use and greenhouse gas (GHG) emissions. These include, among others, AB 1493 – Light-Duty Vehicle Standards; California Code of Regulations Title 24, Part 6 – Energy Efficiency Standards; and California Code of Regulations Title 24, Parts 6 and 11 – California Energy Code and Green Building Standards. The Project would not conflict with or obstruct a State or local plan for renewable energy or energy efficiency. Therefore, there would be no impact.

4.7 GEOLOGY AND SOILS

Table 4-12: Geology and Soils Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii. Strong seismic ground shaking?	☐	☐	☒	☐
iii. Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv. Landslides?	☐	☐	☐	<u>IX</u>
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	<u>IX</u>	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994) creating substantial direct or indirect risks to life or property?	☐	☐	<u>IX</u>	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	<u>IX</u>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	☐	☒	☐	☐

4.7.1 Baseline Conditions

Porterville is situated along the western slope of a northwest-trending belt of rocks that make up the Sierra Nevada Range. The Sierra Nevada geomorphic province is primarily composed of Cretaceous granitic plutons and remnants of Paleozoic and Mesozoic metavolcanic and metasedimentary rocks, and Cenozoic volcanic and sedimentary rocks. Most of Porterville has elevations ranging from 400 to 800 feet.

Faults and Seismicity

There are no known active earthquake faults in the City of Porterville. The Project area is not located within an Alquist-Priolo Earthquake Fault Zone. However, there are several faults located within a 70-mile radius of the Project area. The following faults are located within the Project vicinity, an unnamed fault is located 2.06 miles south, Pond fault is 27 miles southwest, and the San Andreas fault zone is approximately 68 miles to the southwest. It is possible, but unlikely, that previously unknown faults could become active in the area. No Alquist-Priolo Earthquake Fault Zones are in or near Porterville.⁸

Liquification

Liquefaction occurs when loose, water-saturated sediments lose strength and fail during strong ground shaking. In general, liquefiable areas are generally confined to the Valley floor covered by Quaternary-age alluvial deposits, Holocene soil deposits, current river channels, and active wash deposits and their historic floodplains, marshes, and dry lakes. According to the California Geologic Survey, the Project area has not been identified as an area that is at risk of seismic-related ground failure including liquefaction.⁹

Soil Subsidence

Subsidence occurs when a large land area settles due to over-saturation or extensive withdrawal of ground water, oil, or natural gas. These areas are typically composed of open-textured soils that become saturated, high in silt or clay content. The Project area consists primarily of Exeter loam and Flamen Loam with a low to moderate risk of subsidence. The San Joaquin Valley has become an area that has increasingly experienced subsidence due to excessive groundwater pumping activities, lowering the water table.

Soils

A review of USDA, NRCS database in January 2024 identified four soil types within the Project area. The soils are displayed with their core properties in the table below (Table 4-13), according to the Major Land Resource Area of California. The soil types are generally used for irrigated cropland, cultivated field crops, dairy cattle production, urban development, and grazing.

⁸ (California Department of Conservation 2023)

⁹ (California Department of Conservation - California Geological Survey 2020)

Table 4-13: Project Site Soils

Soil	Soil Map Unit	Percent of Project Site	Hydric Soil Category	Drainage	Permeability	Runoff
Exeter loam	Loam, 0 to 2 percent slopes	7.5%	Predominantly non-hydric	Moderately well drained	Moderately slow	Medium
Havala loam	Loam, 2 to 5 percent slopes	8.4%	Non-hydric	Well drained	Moderately slow	Slow to moderate
San Joaquin loam	Loam, 0 to 2 percent slopes	55.1%	Predominantly non-hydric	Well and moderately well drained	Very slow	Medium to very high
San Joaquin loam	Loam, 2 to 9 percent slopes	28.8%	Predominantly non-hydric	Well and moderately well drained	Very slow	Medium to very high

Dam and Levee Failure

The closest dam is Success Dam, which impounds Lake Success approximately 11 miles northeast of the Project area. The California Department of Water Resources Dam Breach Inundation Map indicated that there are no dams or levees near the Project area with a high risk of breaching.¹⁰

4.7.2 Applicable Regulations

Federal

National Earthquake Hazards Reduction Program

The National Earthquake Hazards Reduction Act of 1977 (Public Law 95-124) and creation of the National Earthquake Hazards Reduction Program (NEHRP) established a long-term earthquake risk reduction program to better understand, predict, and mitigate risks associated with seismic events. Four federal agencies are responsible for coordinating activities under NEHRP; USGS; National Science Foundation (NSF); Federal Emergency Management Agency (FEMA); and National Institute of Standards and Technology. Since its inception, NEHRP has shifted its focus from earthquake prediction to hazard reduction. The current program objectives (NEHRP 2018) are as follows:

- Developing effective measures to reduce earthquake hazards;
- Promoting the adoption of earthquake hazard reduction activities by federal, state, and local governments, national building standards and model building code organizations, engineers, architects, building owners, and others who play a role in planning and constructing buildings, bridges, structures, and critical infrastructure or “lifelines”;

¹⁰ (California Department of Water Resources 2024)

- Improving the basic understanding of earthquakes and their effects on people and infrastructure through interdisciplinary research involving engineering, natural sciences, and social, economic, and decision sciences; and
- Developing and maintaining the USGS seismic monitoring system (Advanced National Seismic System); the NSF-funded project aimed at improving materials, designs, and construction techniques (George E. Brown Jr. Network for Earthquake Engineering Simulation); and the global earthquake monitoring network (Global Seismic Network).

State

California Alquist-Priolo Earthquake Fault Zoning Act

The Alquist-Priolo Earthquake Fault Zoning Act (originally enacted in 1972 and renamed in 1994) is intended to reduce the risk to life and property from surface fault rupture during earthquakes. The statute prohibits the location of most types of structures intended for human occupancy across the traces of active faults and regulates construction in the corridors along active faults.

Seismic Hazards Mapping Act

The Seismic Hazards Mapping Act of 1990 (PRC Sections 2690–2699.6) establishes statewide minimum public safety standards for mitigation of earthquake hazards. While the Alquist-Priolo Act addresses surface fault rupture, the Seismic Hazards Mapping Act addresses other earthquake-related hazards, including strong ground shaking, liquefaction, and seismically induced landslides. Its provisions are similar in concept to those of the Alquist-Priolo Act: The state is charged with identifying and mapping areas at risk of strong ground shaking, liquefaction, landslides, and other seismic hazards, and cities and counties are required to regulate development within mapped seismic hazard zones. In addition, the act addresses not only seismically induced hazards but also expansive soils, settlement, and slope stability. Under the Seismic Hazards Mapping Act, cities and counties may withhold the development permits for a site within seismic hazard zones until appropriate site-specific geologic and/or geotechnical investigations have been carried out and measures to reduce potential damage have been incorporated into the development plans.

California Building Standards Code

The California Code of Regulations (CCR) Title 24 is assigned to the California Building Standards Commission, which, by law, is responsible for coordinating all building standards. The California Building Code incorporates by reference the International Building Code with necessary California amendments. The International Building Code is a widely adopted model building code in the United States published by the International Code Council. About one-third of the text within the California Building Standards Code has been tailored for California earthquake conditions.

Local

Porterville General Plan Policies

- **OSC-G-5:** Preserve soil resources to minimize damage to people, property, and the environment resulting from potential hazards.
- **OSC-I-21:** Adopt soil conservation regulations to reduce erosion caused by overgrazing, plowing, mining, new roadways and paths, construction, and off-road vehicles.
- **OSC-I-23:** Require adequate grading and replanting to minimize erosion and prevent slippage of manmade slopes.

- **PHS-G-4:** Protect soils, surface water, and groundwater from contamination from hazardous materials.

Tulare County General Plan Policies

- **ERM-7:** To preserve and protect soil resources in Tulare County for agricultural and timber productivity and protect public health and safety.
- **HS-2:** To reduce the risk to life and property and governmental costs from seismic and geologic hazards.
 - HS-2.1: Continued Evaluation of Earthquake Risks – Tulare County shall continue to evaluate areas to determine levels of earthquake risk.
 - HS-2.7: Subsidence – Tulare County shall confirm that development is not located in any known areas of active subsidence. Project

4.7.3 Impact Analysis

a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

- i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

Less Than Significant Impact. No substantial faults are known to occur within the City of Porterville according to the Alquist-Priolo Earthquake Fault Zoning Maps and the DOC. The nearest identified faults to the Project are located within a 70-mile radius of the Project area.

Therefore, the Project would not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death associated with an unlikely event of a ruptured earthquake fault lines. As such, impacts would be less than significant.

- ii. Strong seismic ground shaking?

Less than Significant Impact. Porterville is located sufficiently distant from major fault lines and the Project area consists of existing development on primarily flat, level land. Hazards associated with ground shaking are not prevalent in the Porterville area, however seismic ground shaking is considered moderate in the regional area. Impacts associated to this checklist item are less than significant.

- iii. Seismic-related ground failure, including liquefaction?

Less than Significant Impact. The Project area is located on the San Joaquin Valley floor sufficiently far from known faults and consists of stable geological formation. The Project area has a moderate risk of damaging ground motion even though there has not been any exhibited fault activity in the Porterville area in the last 200 years. Seismic-related ground failure such as liquefaction is believed to be minimal or unlikely to occur. The Project is primarily located underground and would be designed to meet the current seismic engineering standards of the California Building Code. Any impacts associated with this checklist item would be less than significant.

iv. Landslides?

No Impact. The Project site is relatively flat, consisting of existing road ROW and the Hope Elementary School site. The existing conditions present no potential for landslides to occur. Therefore, there would be no impact.

b) Would the project result in substantial soil erosion or the loss of topsoil?

Less than Significant Impact. Site construction activities would involve trenching, laying pipeline, connecting pipeline, pouring concrete, and installation of service meters. A review of USDA, NRCS database in January 2024, identifies the Project area with four soil types; Exeter loam, 0 to 2 percent slopes, San Joaquin loam, 0 to 2 percent slopes, San Joaquin Loam 2 to 9 percent slopes, and Havala loam. Soil properties can be seen on **Table 4-13** above. Construction activities could expose soils to erosion processes. The extent of erosion would vary depending on slope steepness/stability, vegetation/cover, concentration of runoff, and weather conditions.

To prevent water and wind erosion during the construction period, a Storm Water Pollution Prevention Plan (SWPPP) would be developed for the Project as required by the California RWQCB, for all projects which disturb more than one acre in size. As part of the SWPPP, the applicant would be required to provide erosion control measures to protect the topsoil. Any stockpiled soils would be watered and/or covered to prevent loss due to wind erosion as part of the SWPPP during construction. As a result of these efforts, loss of topsoil and substantial soil erosion during the construction period are not anticipated. Therefore, the impact would be less than significant.

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Less than Significant Impact. The Project site comprises relatively flat terrain. Substantial grade change would not occur in the topography to the point where the Project would expose people or structures to potential substantial adverse effects on, or offsite, such as landslides, lateral spreading, liquefaction or collapse. According to the City of Porterville General Plan, Public Health and Safety Element, the Project area has a moderate risk to high risk of damaging ground motion. However, the nearest faults are small and have not exhibited activity in the last 200 years. It is possible, but unlikely that previously unknown faults may become active in this geographic area. Any impacts would be less than significant.

d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less than Significant Impact. The proposed location of the water pipeline is within existing ROW of Tulare County and the City of Porterville that have been previously excavated, graded, and compacted for construction of the roadway. Compliance with applicable building and construction codes would lessen impacts associated with any potential for expansive soils to less than significant.

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No Impact. The proposed Project does not include the construction of septic tanks or other alternative wastewater disposal systems. There would be no impact.

- f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geological feature?

Less than Significant Impact with Mitigation Incorporated. No known paleontological resources exist within the Project area. As the Project would require ground-disturbing activities, it is possible that an undiscovered paleontological resource may be impacted by ground disturbing activities. However, if a paleontological resource is found incorporation of mitigation measure **GEO-1** would reduce impacts to less than significant.

4.7.4 Mitigation

GEO-1 Should a unique paleontological resource, site, or unique geological feature be unearthed during any stage of Project activities, work in the area of discovery will cease until the area is evaluated by a qualified geologist and/or paleontologist. If discoveries are uncovered, the Project proponent will abide by recommendations of the geologist or paleontologist.

4.8 GREENHOUSE GAS EMISSIONS

Table 4-14: Greenhouse Gas Emissions Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

4.8.1 Baseline Conditions

The Earth's climate has been warming for the past century. Experts believe this warming trend is related to the release of certain gases into the atmosphere. GHGs absorb infrared energy that would otherwise escape from the Earth. As the infrared energy is absorbed, the air surrounding the Earth is heated. An overall warming trend has been recorded since the late 19th century, with the most rapid warming occurring over the past 35 years, with 16 of the 17 warmest years on record occurring since 2001. Not only was 2016 the warmest year on record, but eight of the 12 months that make up the year—from January through September, with the exception of June—were the warmest on record for those respective months. October, November, and December of 2016 were the second warmest of those months on record—in all three cases, behind records set in 2015.¹¹ Human activities have been attributed to an increase in the atmospheric abundance of GHGs. The following is a brief description of the most commonly recognized GHGs:

Carbon dioxide (CO₂) is an odorless, colorless natural GHG. CO₂ is emitted from natural and anthropogenic sources. Natural sources include the following: decomposition of dead organic matter; respiration of bacteria, plants, animals, and fungus; evaporation from oceans; and volcanic out gassing. Anthropogenic sources include the burning of coal, oil, natural gas, and wood.

Methane (CH₄) is a flammable GHG. A natural source of CH₄ is the anaerobic decay of organic matter. Geological deposits, known as natural gas fields, also contain CH₄, which is extracted for fuel. Other sources are from landfills, fermentation of manure, and ruminants such as cattle.

Nitrous oxide (N₂O), is a colorless GHG. Nitrous oxide is produced by microbial processes in soil and water, including those reactions that occur in fertilizer containing nitrogen. In addition to agricultural sources, some industrial processes (fossil fuel-fired power plants, nylon production, nitric acid production, and vehicle emissions) also contribute to its atmospheric load.

Water vapor is the most abundant, and variable GHG. It is not considered a pollutant; in the atmosphere, it maintains a climate necessary for life.

O₃ is known as a photochemical pollutant and is a GHG; however, unlike other GHGs, O₃ in the troposphere is relatively short-lived and, therefore, is not global in nature. O₃ is not emitted directly

¹¹ (National Aeronautics and Space Administration 2017)

into the atmosphere but is formed by a complex series of chemical reactions between volatile organic compounds, nitrogen oxides (NO_x), and sunlight.

Aerosols are suspensions of particulate matter in a gas emitted into the air through burning biomass (plant material) and fossil fuels. Aerosols can warm the atmosphere by absorbing and emitting heat and can cool the atmosphere by reflecting light.

Chlorofluorocarbons (CFCs) are nontoxic, nonflammable, insoluble, and chemically unreactive in the troposphere (the level of air at the earth's surface). CFCs were first synthesized in 1928 for use as refrigerants, aerosol propellants, and cleaning solvents. CFCs destroy stratospheric O₃; therefore, their production was stopped as required by the Montreal Protocol in 1987.

Hydrofluorocarbons (HFCs) are synthetic chemicals that are used as a substitute for CFCs. Of all the GHGs, HFCs are one of three groups (the other two are perfluorocarbons and sulfur hexafluoride) with the highest global warming potential (GWP). HFCs are human-made for applications such as air conditioners and refrigerants.

Perfluorocarbons (PFCs) have stable molecular structures and do not break down through the chemical processes in the lower atmosphere; therefore, PFCs have long atmospheric lifetimes, between 10,000 and 50,000 years. The two main sources of PFCs are primary aluminum production and semiconductor manufacture.

Sulfur hexafluoride (SF₆) is an inorganic, odorless, colorless, nontoxic, nonflammable gas. It has the highest GWP of any gas evaluated. Sulfur hexafluoride is used for insulation in electric power transmission and distribution equipment, in the magnesium industry, in semiconductor manufacturing, and as a tracer gas for leak detection.

4.8.2 Applicable Regulations

Federal

Although climate change and GHG reduction is a concern at the federal level; currently there are no regulations or legislation that have been enacted specifically addressing GHG emissions reductions and climate change at the project level. Neither the USEPA nor the Federal Highway Administration (FHWA) has promulgated explicit guidance or methodology to conduct project-level GHG analysis. However, the FHWA recommends that climate change impacts and strategies to reduce GHG emissions should be considered and integrated throughout the transportation decision-making process. Such strategies include implementation of improved transportation system efficiency, use of cleaner fuels and cleaner vehicles, and a reduction in the growth of vehicle hours travelled.

State

Assembly Bill 32 - California Global Warming Solutions Act of 2006

The California Global Warming Solutions Act of 2006 requires the State of California to reduce its GHG emissions from 1990 levels by 2020. CARB is required to adopt regulations to maximize feasible and cost-effective GHG reduction measurements. The bill covers CO₂, CH₄, N₂O, HFCs, PFCs, sulfur SF₆, and Nitrogen trifluoride. A Scoping Plan is required and is updated every five years.

Senate Bill 97 - CEQA: Greenhouse Gas Emissions

Senate Bill 97, signed in August 2007, acknowledges that climate change is an important environmental issue that requires analysis under CEQA. This bill directs the Governor's Office of Planning and Research to prepare, develop, and transmit to the Resources Agency guidelines for the feasible mitigation of GHG emissions or the effects of GHG emissions, by July 1, 2009. The Resources Agency is required to certify or adopt those guidelines by January 1, 2010. Amendments to the CEQA guidelines took effect March 18, 2010. The revisions include a new section (Sec. 15064.4) that specifically addresses the potential significance of GHG emissions. Section 15064.4 calls for a "good-faith effort" to "describe, calculate or estimate" GHG emissions. Section 15064.4 further states that a lead agency "should" consider several factors when assessing the significance of impacts from GHG emissions on the environment, including: the extent to which the project would increase or reduce GHG emissions; whether project emissions exceed an applicable threshold of significance; and the extent to which the project complies with "regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions." The guidelines also state that a lead agency may determine that a project's incremental contribution to a cumulative effect is not cumulatively considerable if the project will comply with the requirements of previously approved plan or mitigation program (Sec. 15064(h)(3)). However, the guidelines do not require or recommend a specific analytical methodology or provide quantitative criteria for determining the significance of GHG emissions.

Mandatory Reporting of Greenhouse Gas Emissions

Reporting of GHGs by major sources is required by the California Global Warming Solutions Act (AB 32, 2006). Revisions to the existing CARB mandatory GHG reporting regulation were considered at the board hearing on December 16, 2010. The revised regulation was approved by the California Office of Administrative Law and became effective on January 1, 2012. The revised regulation affects industrial facilities, suppliers of transportation fuels, natural gas, natural gas liquids, liquefied petroleum gas, and CO₂, operators of petroleum and natural gas systems, and electricity retail providers and marketers.

Cap-and-Trade Regulation

The cap-and-trade regulation is a key element in California's climate plan. It sets a statewide limit on sources responsible for 85 percent of California's GHG emissions and establishes a price signal needed to drive long-term investment in cleaner fuels and more efficient use of energy. The cap-and-trade rules came into effect on January 1, 2013 and apply to large electric power plants and large industrial plants. In 2015, they will extend to fuel distributors (including distributors of heating and transportation fuels). At that stage, the program will encompass nearly 85 percent of the state's total GHG emissions.

GHG emissions addressed by the cap-and-trade regulation are subject to an industry-wide cap on overall GHG emissions. The cap-and-trade regulation sets a firm limit or cap on GHGs, which declines approximately 3 percent each year beginning in 2013. Any growth in emissions must be accounted for under the cap, such that a corresponding and equivalent reduction in emissions must occur to allow any increase. The cap-and-trade regulation will help California achieve its goal of reducing GHG emissions to 1990 levels by the year 2020, and ultimately achieving an 80% reduction from 1990 levels by 2050. As such, the CARB has determined that the cap-and-trade regulation meets the requirements of AB 32

Local

San Joaquin Valley Air Pollution Control District Climate Change Action Plan

On August 21, 2008, the SJVAPCD Governing Board approved the SJAPCD's Climate Change Action Plan with the following goals and actions:

Goals:

- Assist local land-use agencies with CEQA issues relative to projects with GHG emissions increases.
- Assist Valley businesses in complying with mandates of AB 32.
- Ensure that climate protection measures do not cause increase in toxic or criteria pollutants that adversely impact public health or environmental justice communities.

Actions:

- Authorize the Air Pollution Control Officer to develop GHG significance threshold(s) or other mechanisms to address CEQA projects with GHG emissions increases. Begin the requisite public process, including public workshops, and develop recommendations for Governing Board consideration in the spring of 2009.
- Authorize the Air Pollution Control Officer to develop necessary regulations and instruments for establishment and administration of the San Joaquin Valley Carbon Exchange Bank for voluntary GHG reductions created in the Valley. Begin the requisite public process, including public workshops, and develop recommendations for Governing Board consideration in spring 2009.
- Authorize the Air Pollution Control Officer to enhance the SJAVCPD's existing criteria pollutant emissions inventory reporting system to allow businesses subject to AB32 emission reporting requirements to submit simultaneous streamlined reports to the District and the state of California with minimal duplication.
- Authorize the Air Pollution Control Officer to develop and administer voluntary GHG emission reduction agreements to mitigate proposed GHG increases from new projects.
- Direct the Air Pollution Control Officer to support climate protection measures that reduce GHG emissions as well as toxic and criteria pollutants. Oppose measures that result in a significant increase in toxic or criteria pollutant emissions in already impacted area.

SJVAPCD CEQA Greenhouse Gas Guidance

On December 17, 2009, the SJVAPCD Governing Board adopted "Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA" and the policy, "District Policy—Addressing GHG Emission Impacts for Stationary Source Projects Under CEQA When Serving as the Lead Agency." The SJVAPCD concluded that the existing science is inadequate to support quantification of the impacts that project specific GHG emissions have on global climatic change. The SJVAPCD found the effects of project-specific emissions to be cumulative, and without mitigation, that their incremental contribution to global climatic change could be considered cumulatively considerable. The SJVAPCD found that this cumulative impact is best addressed by requiring all projects to reduce their GHG emissions, whether through project design elements or mitigation.

The SJVAPCD's approach is intended to streamline the process of determining if project-specific GHG emissions would have a significant effect. Projects exempt from the requirements of CEQA, and projects complying with an approved plan or mitigation program would be determined to have a less than significant cumulative impact. Such plans or programs must be specified in law or adopted by the public agency with jurisdiction over the affected resources and have a certified final CEQA document.

Best performance standards (BPS) to address operational emissions of a project would be established according to performance-based determinations. Projects complying with BPS would not require specific quantification of GHG emissions and would be determined to have a less than significant cumulative impact for GHG emissions. Projects not complying with BPS would require quantification of GHG emissions and demonstration that operational GHG emissions have been reduced or mitigated by 29 percent, as targeted by CARB's AB 32 Scoping Plan. Furthermore, quantification of GHG emissions would be required for all projects for which the lead agency has determined that an EIR is required, regardless of whether the project incorporates BPS.

APR 2025 – CEQA Determinations of Significance for Projects Subject to CARB's Cap-and Trade Regulation

The purpose of this policy is to provide guidance for the determination of significance for increases of GHG emissions associated with projects that are subject to CARB's cap-and-trade regulation. The SJVAPCD recognizes that the CARB's Cap-and-Trade Regulation is an adopted state-wide plan for reducing or mitigating GHG emissions from targeted industries. GHG emissions addressed by the Cap-and-Trade regulation are subject to an industry-wide cap on overall GHG emissions. As such, any growth in emissions must be accounted for under that cap, such that a corresponding and equivalent reduction in emissions must occur to allow any increase. Further, the cap decreases over time, resulting in an overall decrease in GHG emissions. Therefore, the SJVAPCD concluded that GHG emissions increases subject to CARB's Cap-and-Trade regulation would have a less than significant individual and cumulative impact on global climate change. This policy applies to projects for which the SJVAPCD is the lead agency but is also useful for evaluation of other CEQA related projects for which the SJVAPCD may not be the lead agency.

Bay Area Air Quality Management District's Thresholds for Significance

Bay Area Air Quality Management District's (BAAQMD) approach to developing a threshold of significance for GHG emissions is to identify the emissions level for which a project would not be expected to substantially conflict with existing California legislation adopted to reduce statewide GHG emissions. If a project would generate GHG emissions above the threshold level, it would be considered to contribute substantially to a cumulative impact and would be considered significant. If mitigation can be applied to lessen the emissions such that the project meets its share of emission reductions needed to address the cumulative impact, the project would normally be considered less than significant. Although the Proposed Project is not located in the Bay Area, the BAAQMD's thresholds for significance are based on the statewide AB 32 objectives.

City of Porterville General Plan

The City of Porterville General Plan includes the following policies that address air quality:

- OSC-G-9: Improve and protect Porterville's air quality by making air quality a priority in land use and transportation planning and in development review.
- OSC-I-59: Require preparation of a Health Risk Assessment for any development subject to the Air Toxics "Hot Spots" Act.
- OSC-I-60: Require preparation of a Health Risk Assessment for any development subject to the Air Toxics "Hot Spots" Act.
- OSC-I-61: Coordinate air quality planning efforts with other local, regional and State agencies.
- OSC-I-63: Notify local and regional jurisdictions of proposed Projects that may affect regional air quality.

Tulare County General Plan Policies

- **AQ-1:** To improve air quality through a regional approach and interagency cooperation.
 - AQ-1.8: Greenhouse Gas Emissions Reduction Plan/Climate Action Plan – Tulare County will develop a Greenhouse Gas Emissions Reduction Plan (Plan) that identifies greenhouse gas emissions within Tulare County as well as ways to reduce those emissions. The Plan will incorporate the requirements adopted by the CARB specific to this issue. In addition, Tulare County will work with the Tulare County Association of Governments and other applicable agencies to include the following key items in the regional planning efforts.
 - Inventory all known, or reasonably discoverable, sources of greenhouse gases in Tulare County.
 - Inventory the greenhouse gases.
 - Set a target for the reduction of emissions attributable to Tulare County’s discretionary land use decisions and its own internal government operations.
- **AQ-4:** To implement the best available controls and monitoring necessary to regulate air emissions.

4.8.3 Impact Analysis

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less than Significant Impact. Construction of the Project would result in GHG emissions from operation of both on-road and off-road equipment. As discussed previously, Project operations would require routine maintenance conducted by existing staff and would negligible amounts of new emissions, and therefore are not addressed further. As shown in **Table 4-15**, the Project would be below the BAAQMD which have been deemed applicable to this Project do to the lack of a threshold for GHG emissions by the SJVAPCD. Therefore, the GHG emissions from the Project would not have significant impacts on climate change.

Table 4-15. Unmitigated Short-Term Construction-Generated GHG Emissions

Short-Term Construction-Generated GHG Emissions	
Year	Emissions (Metric Tons CO ₂ e) ⁽¹⁾
2026	52
2027	48.1
BAY AREA AIR QUALITY MANAGEMENT DISTRICT THRESHOLD FOR SIGNIFICANCE⁽²⁾	1,100
EXCEED THRESHOLD?	No

⁽¹⁾Emissions were quantified using the CalEEmod, Version 2022..1.21 Refer to **Appendix A** for modeling results and assumptions. Totals may not sum due to rounding.

⁽²⁾ Threshold for Significance for Projects other than Stationary Sources

b) Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less than Significant Impact. After Project construction, operational GHG emissions would consist of routine maintenance conducted by existing staff and would generate negligible amounts of new emissions during operations. The Project would provide potable water to Hope Elementary School, whose current water sources do not meet safety standards. GHG emissions from the Project construction activities would be temporary and would not have a long-term impact on the state's ability to achieve the Scoping Plan's emission reduction targets for 2030 or beyond. The Project would not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions; therefore, impacts would be less than significant.

4.9 HAZARDS AND HAZARDOUS MATERIALS

Table 4-16: Hazards and Hazardous Materials Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g) Expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

4.9.1 Baseline Conditions

Hazardous Materials

The Hazardous Waste and Substances Sites (Cortese) List is a planning document used by the State, local agencies, and developers to comply with CEQA requirements in providing information about the location of hazardous materials release sites. GC Section 65962.5 requires the California Environmental Protection Agency (CalEPA) to develop at least annually an updated Cortese List. The Department of Toxic Substances Control (DTSC) is responsible for a portion of the information contained in the Cortese List. Other State and local government agencies are required to provide additional hazardous material release information for the Cortese List. DTSC's EnviroStor database provides DTSC's component of Cortese List data. In addition

to the EnviroStor database, the SWRCB Geotracker database provides information on regulated hazardous waste facilities in California, including underground storage tank (UST) cases and non-UST cleanup programs, including Spills-Leaks-Investigations-Cleanups sites, Department of Defense sites, and Land Disposal program. A search of the DTSC EnviroStor database performed on February 14, 2024, determined that there is one known active hazardous waste site within the Project area.¹² The identified site is dated February 2, 2024, and is located at the Hope Elementary School site, however when reviewing the open case, no hazardous material or chemical is listed. The school is currently in the process of designing a new gym. Upon discussing this separate project with school representatives, including the project architect, it was determined that no hazardous material has been spilled on site, despite the site being listed on the DTSC EnviroStor database. A search of the SCRWB on February 14, 2024, did not identify any hazardous waste spill sites on or within the vicinity of the Project.¹³

Airports

The County of Tulare adopted the current Tulare County Comprehensive Airport Land Use Plan in 2012. The nearest airport is the Porterville Municipal Airport located approximately 500 feet northwest of the Project site along West Teapot Dome Avenue.¹⁴

Emergency Response Plan

The Tulare County Office of Emergency Services coordinates the development and maintenance of the Tulare County Operational Area Master Emergency Services Plan.

Sensitive Receptors

The closest sensitive receptors to the Project include Hope Elementary School, as well as rural single-family residences located along South Indiana Street and West Teapot Dome Avenue.

4.9.2 Applicable Regulations

Federal

The United States Environmental Protection Agency

The USEPA was established in 1970 to consolidate in one agency a variety of federal research, monitoring, standard-setting and enforcement activities to ensure environmental protection. USEPA's mission is to protect human health and to safeguard the natural environment — air, water, and land — upon which life depends. USEPA works to develop and enforce regulations that implement environmental laws enacted by Congress, is responsible for researching and setting national standards for a variety of environmental programs, and delegates to states and tribes the responsibility for issuing permits and for monitoring and enforcing compliance. Where national standards are not met, USEPA can issue sanctions and take other steps to assist the states and tribes in reaching the desired levels of environmental quality.

Resource Conservation and Recovery Act

The Resource Conservation and Recovery Act (RCRA) of 1967 (42 USC § 6901 et seq.) as amended by the Hazardous and Solid Waste Amendments of 1984, is the primary federal law for the regulation of solid

¹² (Department of Toxic Substances Control 2024)

¹³ (State Water Resources Control Board 2024)

¹⁴ (Tulare County 2012)

waste and hazardous waste in the United States. These laws provide for the “cradle-to-grave” regulation of hazardous wastes, including generation, transportation, treatment, storage, and disposal. Any business, institution, or other entity that generates hazardous waste is required to identify and track its hazardous waste from the point of generation until it is recycled, reused, or disposed of. The USEPA has primary responsibility for implementing RCRA, but individual states are encouraged to seek authorization to implement some or all RCRA provisions. California received authority to implement the RCRA program in August 1992. DTSC is responsible for implementing the RCRA program in California, in addition to California’s own hazardous waste laws, which are collectively known as the Hazardous Waste Control Law

Comprehensive Environmental Response, Compensation, and Liability Act

The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, also called the Superfund Act; 42 USC § 9601 et seq.) is intended to protect the public and the environment from the effects of past hazardous waste disposal activities and new hazardous material spills. Under CERCLA, USEPA has the authority to seek the parties responsible for hazardous materials releases and to ensure their cooperation in site remediation. CERCLA also provides federal funding (through the “Superfund”) for the remediation of hazardous materials contamination. The Superfund Amendments and Reauthorization Act of 1986 (Public Law 99-499) amends some provisions of CERCLA and provides for a Community Right-to-Know program. The DTSC is responsible for implementing the RCRA program as well as California’s own hazardous waste laws, which are collectively known as the Hazardous Waste Control Law. Under the Certified Unified Program Agency (CUPA) program, the CalEPA has in turn delegated enforcement authority to the County of San Bernardino for State law regulating hazardous waste producers or generators.

Occupational Safety and Health Administration

Occupational Safety and Health Administration (OSHA) is responsible at the federal level for ensuring worker safety. OSHA sets federal standards for implementation of workplace training, exposure limits, and safety procedures for the handling of hazardous substances (as well as other hazards). OSHA also establishes criteria by which each state can implement its own health and safety program.

Emergency Planning Community Right-to-Know Act

The Emergency Planning Community Right-to-Know Act (EPCRA), also known as SARA Title III, was enacted in November 1986. This law requires any infrastructure at the state and local levels to plan for chemical emergencies. Reported information is then made publicly available so that interested parties may become informed about potentially dangerous chemicals in their community. EPCRA Sections 301 through 312 are administered by USEPA’s Office of Emergency Management. USEPA’s Office of Information Analysis and Access implements the EPCRA Section 313 program. In California, SARA Title III is implemented through California Accidental Release Program (CalARP).

State

Safe Drinking Water and Toxic Enforcement Act of 1986 - Proposition 65

The Safe Drinking Water and Toxic Enforcement Act of 1986, more commonly known as Proposition 65, protects the state’s drinking water sources from contamination with chemicals known to cause cancer, birth defects, or other reproductive harm. Proposition 65 also requires businesses to inform the public about exposure to such chemicals in the products they purchase, in their homes or workplaces, or that are released into the environment. In accordance with Proposition 65, the California Governor’s Office publishes, at least annually, a list of such chemicals. The Office of Environmental Health Hazard Assessment, an agency under the CalEPA, is the Lead Agency for implementation of the Proposition 65 program.

Proposition 65 is enforced through the California Attorney General's Office; however, district and city attorneys and any individual acting in the public interest may also file a lawsuit against a business alleged to be in violation of Proposition 65 regulations.

California Occupational Safety and Health Administration

California Occupational Safety and Health Administration (Cal/OSHA) assumes primary responsibility for developing and enforcing workplace safety regulations in California. Cal/OSHA regulations pertaining to the use of hazardous materials in the workplace (CCR Title 8) include requirements for safety training, availability of safety equipment, accident and illness prevention programs, warnings about exposure to hazardous substances, and preparation of emergency action and fire prevention plans. Hazard communication program regulations that are enforced by Cal/OSHA require workplaces to maintain procedures for identifying and labeling hazardous substances, inform workers about the hazards associated with hazardous substances and their handling, and prepare health and safety plans to protect workers at hazardous waste sites. Employers also must make material safety data sheets available to employees and document employee information and training programs. In addition, Cal/OSHA has established maximum permissible radiofrequency radiation exposure limits for workers (Title 8 CCR § 5085(b)) and requires warning signs where radiofrequency radiation may exceed the specified limits (Title 8 CCR § 5085(c)). Cal/OSHA's Lead in Construction Standard is contained in Title 8, Section 1532.1 of the California Code of Regulations. The regulations address all of the following areas: permissible exposure limits; exposure assessment; compliance methods; respiratory protection; protective clothing and equipment; housekeeping; medical surveillance; medical removal protection; employee information, training, and certification; signage; record keeping; monitoring; and agency notification.

California Accidental Release Prevention

The purpose of the CalARP program is to prevent accidental releases of substances that can cause serious harm to the public and the environment, to minimize the damage if releases do occur, and to satisfy community right-to-know laws. In accordance with this program, businesses that handle more than a threshold quantity of regulated substance are required to develop a risk management plan. This risk management plan must provide a detailed analysis of potential risk factors and associated mitigation measures that can be implemented to reduce accident potential. CUPAs implement the CalARP program through review of risk management plans, facility inspections, and public access to information that is not confidential or trade secret.

California Health and Safety Code and Code of Regulations

California Health and Safety Code Chapter 6.95 and 19 California Code of Regulations Section 2729 set out the minimum requirements for business emergency plans and chemical inventory reporting. These regulations require businesses to provide emergency response plans and procedures, training program information, and a hazardous material chemical inventory disclosing hazardous materials stored, used, or handled on site. A business that uses hazardous materials or a mixture containing hazardous materials must establish and implement a business plan if the hazardous material is handled in certain quantities.

Local

Porterville General Plan Policies

- **PHS-G-4:** Protect soils, surface water, and ground water from contamination from hazardous materials.

- **PHS-G-1:** Minimize risks of property damage and personal injury posed by geologic and seismic hazards.
- **PHS-I-2:** Maintain and enforce appropriate building standards and codes to avoid and/or reduce risks associated with geologic constraints and to ensure that all new construction is designed to meet current safety regulations.

Tulare General Plan Policies

- **HS-3:** To minimize the possibility of the loss of life, injury, or damage to property as a result of airport hazards.
 - HS-3.1: Airport Land Use Compatibility Plan: Tulare County shall require that development around airports is consistent with the safety policies and land use compatibility guidelines contained in the adopted Tulare County Comprehensive Airport Land Use Plan (CALUP).
- **HS-4:** To protect residents, visitors, and property from hazardous materials through their safe use, storage, transport, and disposal.
 - HS-4.1: Hazardous Materials – Tulare County shall strive to ensure hazardous materials are used, stored, transported, and disposed of in a safe manner, in compliance with local, State, and Federal safety standards, including the Hazardous Waste Management Plan, Emergency Operations Plan, and Area Plan.
 - HS-4.2: Establishment of Procedures to Transport Hazardous Wastes – Tulare County shall continue to cooperate with the California Highway Patrol (CHP) to establish procedures for the movement of hazardous wastes and explosives within Tulare County.
 - HS-4.4: Contamination Prevention – Tulare County shall review new development proposals to protect soils, air quality, surface water, and groundwater from hazardous materials contamination.
- **HS-6:** To minimize the exposure of Tulare County residents, visitors, and public and private property to the effects of urban and wildland fires.
 - HS-6.6: Wildland Fire Management Plans – Tulare County shall require the development of wildland fire management plans for projects adjoining significant areas of open space that may have high fuel loads.
 - HS-6.12: Weed Abatement – Tulare County shall continue to encourage weed abatement programs throughout Tulare County in order to promote fire safety.
- **HS-7:** To provide effective emergency response to natural or human-made hazards and disasters.
 - HS-7.3: To provide effective emergency response to natural or human-made hazards and disasters.

Tulare County Multi-Jurisdictional Local Hazard Plan

Tulare County has prepared a Multi-Jurisdictional Hazard Plan to serve as Tulare County's emergency response plan. The plan addresses responses to various emergency incidents, responsibilities of various agencies, and sources of outside assistance. The plan also identifies evacuation centers and addresses evacuation routes, which include all freeways, highways, and arterials that are located outside of the 100-year flood plain.¹⁵

4.9.3 Impact Analysis

- a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less than Significant Impact. Project construction would involve the storage, use, and transport of small amounts of hazardous materials (e.g., asphalt, fuel, lubricants, and other substances) on roadways. Regulations governing hazardous materials transport are stated in Title 22 CCR and the California Vehicle Code (Title 13 CCR). The transportation of hazardous materials also is subject to other applicable local and federal regulations, which have been specifically designed to minimize the risk of upset during routine construction activities. The State agencies with primary responsibility for enforcing federal and State regulations, and for responding to hazardous materials transportation emergencies, are the California Highway Patrol and the Caltrans. Together, these agencies determine container types to be used and license hazardous waste haulers for transportation of hazardous waste on public roads. Various local entities or agencies are generally delegated first responder responsibilities in the event of a hazardous material spill or release.

Construction and operation of the Project would be required by law to implement and comply with existing hazardous material regulations. Each of these regulations is specifically designed to protect public health through improved procedures for handling hazardous materials, better technology in equipment used to transport these materials, and a more coordinated, quicker response to emergencies. By implementing measures needed to be consistent with existing regulations, impacts would be less than significant.

- b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less than Significant Impact. The Project consists of installing new water main pipeline and associated infrastructure, connecting Hope Elementary School to the City's water system. Power sources for operational purposes would be all electric. This infrastructure is not designed to convey or store hazardous materials. Project construction would temporarily involve the storage, use, and transport of small amounts of hazardous materials (e.g., asphalt, fuel, lubricants, and other substances) on roadways. Therefore, in the event of a reasonably-foreseeable upset or accident during construction or operational maintenance activities, minimal hazardous materials may be released into the environment. Therefore, impacts would be less than significant.

¹⁵ (Tulare County 2018)

- c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less than Significant Impact. Schools in the Project area include Hope Elementary School, located within the same property as the existing well site. The Project would install a new water distribution pipeline and would not result in the routine use, transport or disposal of substantial quantities of hazardous materials. The Project would utilize hazardous materials such as fuels and lubricants during construction in association with construction equipment. Employment of industry standard BMP would ensure that the potential for hazardous materials spills within the vicinity of the school would be minimized. Impacts would therefore be less than significant.

- d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact. A search of the DTSC EnviroStor database and the SWRCB Geotracker performed on February 14, 2024, determined that there are no known active hazardous waste generators or hazardous material spill sites within the Project area or immediate vicinity. While, as discussed above, the EnviroStor database lists an active site at Hope Elementary School, coordination with school staff and representatives have confirmed that there are no known hazardous chemical releases on site. The database listing for the site has also not identify any chemicals or hazardous wastes which have been spilled on the site. There would be no impact.

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

No Impact. The Project area is located within the Airport Influence Area of the Porterville Municipal Airport as indicated by the Tulare County Airport Land Use Plan. While the Project is located within the boundaries of the Airport Influence Area, the existing well site as well as the work along West Teapot Dome Avenue and South Indiana Street are outside of the noise exposure contour.¹⁶ Therefore, there would be no impact.

- f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less than Significant Impact. The Project does not provide any physical barriers or disturb any roadways in such a way that would impede emergency or hazards response; all work conducted in public ROW would require an Encroachment Permit from the County of Tulare and a traffic control plan. Temporary traffic controls are required to comply with the FHWA's Manual on Uniform Traffic Control Devices. Therefore, the proposed Project would not interfere with implementation of an emergency response plan or evacuation plan. Any impact would be less than significant.

- g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

¹⁶ (Tulare County 2012)

No Impact. The Project is located in a rural community and adjacent to farmland. Construction equipment would utilize internal combustion engines in existing ROW, where vehicles utilizing internal combustion engines exist. Project operations would utilize existing methods of transportation and power. As discussed in further detail in [Section 4.20](#), the Project is not located within an area that is susceptible to wildfire. Therefore, there would be no impact.

4.10 HYDROLOGY AND WATER QUALITY

Table 4-17: Hydrology and Water Quality Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i. result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☒	☐
iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
iv. impede or redirect flood flows?	☐	☐	☒	☐
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

4.10.1 Baseline Conditions

The Project is located in Tulare County, in the Central San Joaquin Valley, part of the Great Valley of California. Like most of California, the San Joaquin Valley experiences a Mediterranean climate. Warm, dry summers are followed by cool, moist winters. Summer temperatures often reach above 90 degrees Fahrenheit, and the humidity is generally low. Winter temperatures are often below 60 degrees Fahrenheit during the day and rarely exceed 70 degrees. The San Joaquin Valley receives an average of 12 inches of precipitation in the form of rainfall yearly, most of which occurs between October and March.

The Project lies entirely within the Tule Groundwater Subbasin of the San Joaquin Valley Groundwater Basin.¹⁷ There are no tributaries, or distributaries located within the site boundaries or adjacent to the site.

Hope Elementary School currently supplies water to approximately 275 students and staff through a single source that has documented nitrate contamination over the past 15 years. The nitrate concentrations have exceeded the maximum contaminant level allowed by the State of California for potable drinking water.

4.10.2 Applicable Regulations

Federal

Clean Water Act

The CWA is intended to restore and maintain the chemical, physical, and biological integrity of the nation's waters (33 CFR 1251). The regulations implementing the CWA protect waters of the U.S. including streams and wetlands (33 CFR 328.3). The CWA requires states to set standards to protect, maintain, and restore water quality by regulating point source and some non-point source discharges. Under Section 402 of the CWA, the National Pollutant Discharge Elimination System (NPDES) permit process was established to regulate these discharges. The CWA also provides an exemption from the NPDES permitting process for agricultural return flows, which are to be regulated by the State. Such flows are regulated under the California Porter-Cologne Water Quality Act. Both types of permits--NPDES and those for exempt flows under the CWA--are issued by the State of California.

Federal Emergency Management Agency

FEMA produces flood insurance rate maps that identify special flood hazard areas. The maps further classify these areas into "zones" that broadly characterize the potential risk of an area being inundated by a 100-year or 500-year flood in any given year.

State

Porter-Cologne Water Quality Control Act

The Porter-Cologne Water Quality Control Act (known as the Porter-Cologne Act), passed in 1969, dovetails with the CWA (see discussion of the CWA above). It established the SWRCB and divided the state into nine regions, each overseen by the California RWQCB. The SWRCB is the primary state agency responsible for protecting the quality of the state's surface water and groundwater supplies. However, much of the SWRCB's daily implementation authority is delegated to the nine RWQCBs, which are responsible for implementing CWA Sections 401, 402, and 303(d). In general, the SWRCB manages water rights and regulates statewide water quality, whereas the RWQCBs focus on water quality within their respective regions. The Proposed Project is located in the Central Valley RWQCB Region-5.

The Porter-Cologne Act requires the RWQCBs to develop water quality control plans (also known as Basin Plans) that designate beneficial uses of California's major surface water bodies and groundwater basins and establish specific narrative and numerical water quality objectives for those waters. Beneficial uses represent the services and qualities of a water body - i.e., the reasons why the water body is considered valuable. Water quality objectives reflect the standards necessary to protect and support those beneficial

¹⁷ (Department of Water Resources 2018)

uses. Basin Plan standards are primarily implemented by regulating waste discharges so that water quality objectives are met. Under the Porter-Cologne Act, Basin Plans must be updated every 3 years.

Local

Porterville General Plan Policies

- **OSC-G-8:** Ensure adequate water quality and supply for the entire Porterville Community.
- **OSC-I-38:** Continue to work with the Central Valley Regional Water Quality Control Board for short- and long-term solutions for excessive salts in the ground water treatment operations.
- **OSC-I-39:** Adopt the Regional Water Quality Control Board's Policies on soil disturbance activities in order to minimize the disturbance of soils, vegetation, organic debris, and other materials that control runoff.
- **OSC-I-40:** Support the identification of degraded surface water and groundwater resources and promote restoration where appropriate.
- **OSC-I-41:** Monitor and enforce provisions to control non-point source water-pollution, including storm water flows, contained in the United States Environmental Protection Agency NPDES program as implemented by the Regional Water Quality Control Board.
- **OSC-I-42:** Support the collection of monitoring data for facilities or uses that are potential sources of groundwater pollution as part of project approvals, including residential and industrial development.
- **OSC-I-44:** Work with the Regional Water Quality Control Board to ensure that all point source pollutants are adequately mitigated (as part of the CEQA review and project approval process) and monitored to ensure long-term compliance.
- **OSC-I-45:** Continue to require use of feasible and practical BMP and other mitigation measures designed to protect surface water and groundwater from the adverse effects of construction activities and urban runoff in coordination with the Regional Water Quality Control Board.
- **OSC-I-48:** Protect groundwater recharge areas by carefully regulating the type of development within these areas.
- **OSC-I-49:** Promote the combined use of recharge areas, public recreation, wetlands mitigation programs and/or banking, as part of the City's open space or recreational trail system to the extent deemed feasible by good engineering or geotechnical practice.
- **OSC-I-51:** Prior to the approval of individual projects, require the City Engineer and/or Building Official to verify that the provisions of applicable point source pollution programs have been satisfied.
- **OSC-I-52:** Establish requirements for appropriate BMP to be implemented during construction efforts to control the discharge of pollutants, prevent sewage spills, and discharge of sediments into streets, stormwater conveyance channels, or waterways.
- **OSC-I-53:** Require development to retain areas of open space as natural or landscaped to aid in the recharge and retention of runoff.
- **OSC-I-54:** Support efforts to create additional water storage where needed, in cooperation with federal, state, and local water authorities. Additionally, support and/or engage in water banking in conjunction with these agencies where appropriate.
- **OSC-I-56:** Incorporate natural drainage systems and groundwater recharge features into developments where appropriate and feasible.
- **PHS-G-2:** Protect the community from risks to life and property posed by flooding and stormwater runoff.

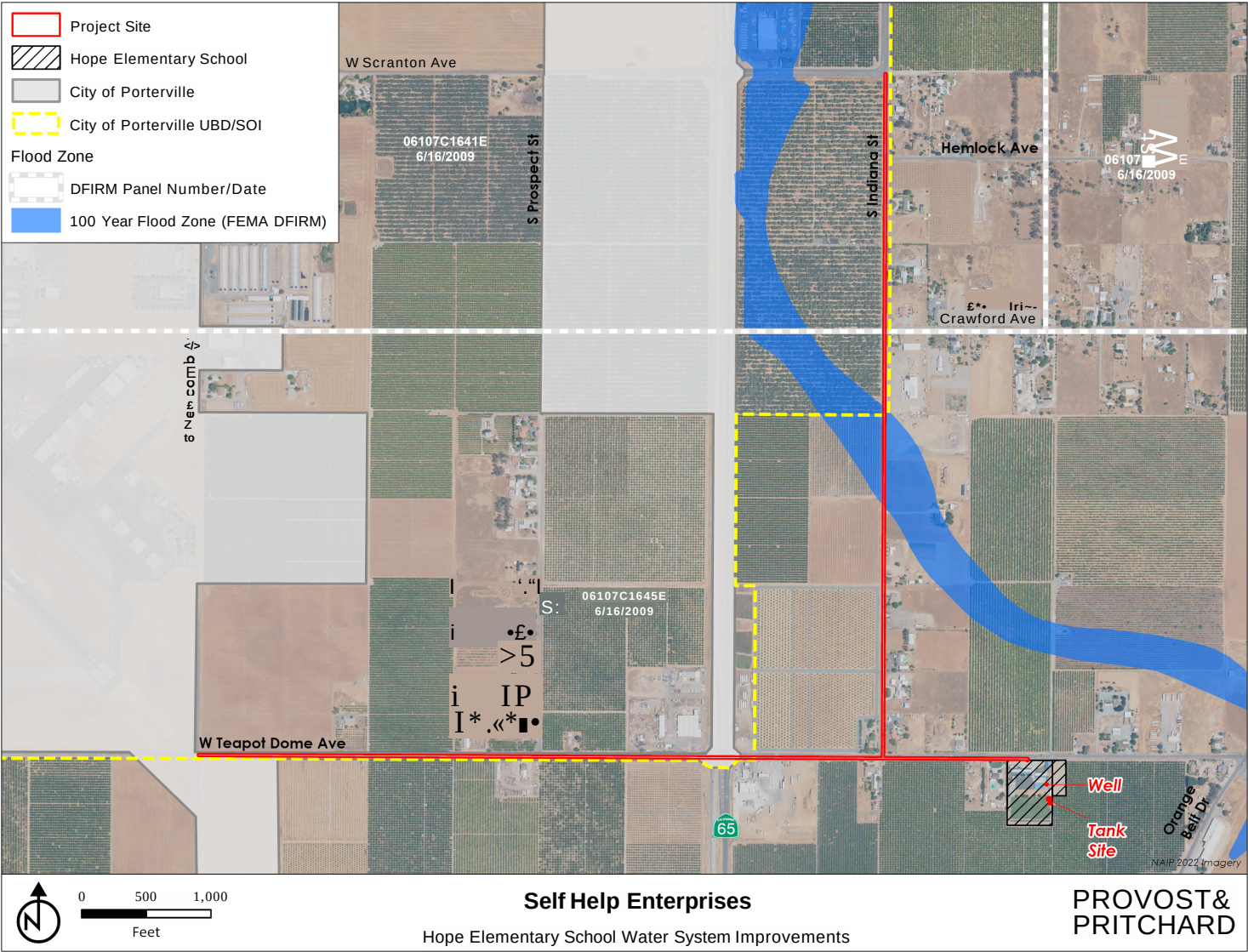
- **PHS-I-8:** Implement appropriate flood control measures to assure the safety of residents, while emphasizing maintenance of natural wildlife habitats and vegetation.
- **PHS-I-10:** Continue to require any new development in the floodway to obtain a permit from the California Reclamation Board and enforce the Flood Damage Prevention Ordinance.
- **PHS-I-12:** Continue to participate in the National Flood Insurance Program and encourage all property owners within flood hazard areas to carry flood insurance.

Tulare County General Plan Policies

- **HS-5:** To minimize the possibility of the loss of life, injury, or damage to property as a result of flood hazards.
 - HS-5.3: Participation in Federal Flood Insurance Program – Tulare County shall continue to participate in the National Flood Insurance Program (NFIP).
- **WR-1:** To provide for the current and long-range water needs of Tulare County and for the protection of the quality and quantity of surface and groundwater resources.
 - WR-1.5: Expand Use of Reclaimed Wastewater – To augment groundwater supplies and to conserve potable water for domestic purposes, Tulare County shall seek opportunities to expand groundwater recharge efforts.
 - WR-1.8: Groundwater Basin Management – Tulare County shall take an active role in cooperating in the management of Tulare County’s groundwater resources.
 - WR-1.11: Groundwater Overdraft – Tulare County shall consult with water agencies within those areas of Tulare County where groundwater extraction exceeds groundwater recharge, with the goal of reducing and ultimately reversing groundwater overdraft conditions in Tulare County.
- **WR-2:** To provide for the current and long-range water needs of Tulare County and for the protection of the quality of surface and groundwater resources.
 - WR-2.2: NPDES Enforcement – Tulare County shall continue to support the State in monitoring and enforcing provisions to control non-point source water pollution contained in the USEPA NPDES program as implemented by the Water Quality Control Board.
 - WR-2.3: BMP – Tulare County shall continue to require the use of feasible BMPs and other mitigation measures designed to protect surface water and groundwater from the adverse effect of construction activities, agricultural operations requiring a Tulare County Permit and urban runoff in coordination with the Water Quality Control Board.
 - WR-2.4: Construction Site Sediment Control – Tulare County shall continue to enforce provisions to control erosion and sediment from construction sites.
 - WR-2.5: Major Drainage Management – Tulare County shall continue to promote protection of each individual drainage basin within Tulare County based on the basins unique hydrologic and use characteristics.
 - WR-2.6: Degraded Water Resources – Tulare County shall encourage and support the identification of degraded surface water and groundwater resources and promote restoration where appropriate.
 - WR-2.7: Industrial and Agricultural Sources – Tulare County shall work with agricultural and industrial concerns to ensure that water contaminants and waste products are handled in a manner that protects the long-term viability of water resources in Tulare County.

- **WR-3:** To provide a sustainable, long-term supply of water resources to meet domestic, agricultural, industrial, and recreational needs and to assure that new urban development is consistent with available water resources.

Figure 4-2: FEMA Flood Zones



4.10.3 Impact Analysis

- a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Less than Significant Impact. The Project includes consolidation with the City through the installation of approximately 6,550 LF of water main along South Indiana Street to the point of connection at West Scranton Avenue and the installation of approximately 5,300 LF of water main along West Teapot Dome Avenue to the point of connection at Newcomb Street. This would provide Hope Elementary School with a consistent and reliable source of water, as water produced by the existing well has been found to have nitrate levels higher than the regulatory maximum contaminant level. The SWRCB requires any new construction project of an acre or more to complete a SWPPP. A SWPPP would be incorporated which involves site planning and scheduling, limiting disturbed soil areas, and determining BMP to minimize the risk of pollution and sediments being discharged from construction sites. Implementation of the SWPPP would minimize the potential for the Project to substantially alter the existing drainage pattern. The SWPPP would assist control of stormwater runoff during construction in a manner that would reduce substantial erosion or siltation onsite or offsite. There would be minimal discharge to any surface or groundwater associated with the construction. All water supplied as a result of Project completion would come from the City of Porterville and would meet current water quality standards as required by the SWRCB. Any impact would be less than significant.

- b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less than Significant Impact. Implementation of the Project would not impede sustainable groundwater management of the San Joaquin Valley Tule subbasin, nor would it substantially decrease ground water supplies. As part of the Project the existing Hope Elementary well would be abandoned and would no longer be drawing water out of the groundwater basin. While the new connections would be new users on the City's water system, they would not be new users to the groundwater basin. Any impacts would be less than significant.

- c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

- i. result in substantial erosion or siltation on- or off-site;
- ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;
- iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or
- iv. impede or redirect flood flows?

i-iv) Less than Significant Impact. The ground disturbance generated by this Project is primarily the placement of underground pipeline within road ROW. Therefore, no existing drainage pattern of the

area would be permanently altered. No substantial erosion or siltation on or off-site is expected. Additionally, surface runoff that would result in flooding is not expected to be increased as a result of the Project. No streams or rivers would be altered, no flood flows would be impeded or redirected. Any impacts would be less than significant.

d) Would the project in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundations?

No Impact. As illustrated by **Figure 4-2** above, the Project's new pipeline alignment would run through a portion of a flood zone along South Indiana Street. However, the Project would be undergrounded, with some infrastructure (such as fire hydrants) existing above the surface. This would not lead to the release of pollutants. Furthermore, the Project is not located within any, tsunami, or seiche zones that would cause the risk of released pollutants due to inundations. Therefore, there would be no impact.

e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less than Significant Impact. The Hope Elementary School well would be abandoned, and the site would be connected to the City of Porterville water system. The Project would not conflict with or obstruct implementation of any water quality control plan or sustainable groundwater management plan. Additionally, the installation of a water meter would help monitor and reduce water consumption. Any impacts would be less than significant.

4.11 LAND USE AND PLANNING

Table 4-18: Land Use and Planning Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

4.11.1 Baseline Conditions

Pipeline installation for the project along Teapot Dome Avenue and South Indiana Street is partly located within Porterville’s city limits and also partly lies within the City’s UDB/ SOI boundary in Tulare County. The remaining portions of the Project, including Hope Elementary School, are located within Tulare County. Tulare County is bordered by Fresno County to the north, Kings County to the west, Kern County to the south, and Inyo County to the east. Construction of water mains would take place within existing road ROW along South Indiana Street, West Teapot Dome Avenue, ending at Newcomb Street and West Scranton Avenue, respectively. Land use and zoning designations of and within the vicinity of the Project site are illustrated in [Figure 2-4](#) and [Figure 2-5](#).

4.11.2 Applicable Regulations

In order to utilize the City’s water supply, the Local Agency Formation Commission of Tulare County (LAFCo) would consider the approval of an extraterritorial service agreement to between Hope Elementary School and the City, allowing the City to provide water services outside its corporate boundary.

Federal

There are no federal regulations, plans, programs, or guidelines associated with land use that are applicable to the Project.

State

General Plan Law

Government Code Section 65300, et seq., regulates the substantive and topical requirements of general plans. State law requires each city and county to adopt a general plan “for the physical development of the county or city, and any land outside its boundaries which bears relation to its planning.” The California Supreme Court has called the general plan the “constitution for future development.” The general plan expresses the community’s development goals and embodies public policy relative to the distribution of future land uses, both public and private.

Local

Porterville General Plan Policies

- LU-G-1: Promote a sustainable, balanced land use pattern that responds to existing needs and future needs of the City.
- LU-G-3: Promote sustainability in the design and development of public and private development projects.

Tulare County General Plan

- PF-1: To provide a planning framework that promotes the viability of communities, hamlets, and cities while protecting the agricultural, open space, scenic, cultural, historic, and natural resource heritage of Tulare County.

4.11.3 Impact Analysis

a) Would the project physically divide an established community?

b) Would the project cause a significant environmental conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

a & b) No impact. The Project would consolidate Hope Elementary School's water system with the City of Porterville's water system through the construction of water mains and associated infrastructure within existing road ROW. The school's existing well would be abandoned and its existing water tank removed. Construction activities would take place in the jurisdiction of both the County of Tulare and the City of Porterville. All water mains would be buried following completion of construction. There would not be a division of an established community, change to land use designations, or conflict with any land use plan, policy, or regulation. Because the proposed improvements would be located within the existing road ROW, no changes to land use or zoning are proposed as part of this Project. Additionally, abandonment of the water well and removal of the water tank at the school site would not result in any impacts to land use or zoning. Therefore, there would be no impact.

4.12 MINERAL RESOURCES

Table 4-19: Mineral Resources Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

4.12.1 Baseline Conditions

The Project site primarily lies south of the City of Porterville within Tulare County and proposes to consolidate Hope Elementary School to the City's water system through the installation of water mains, fire hydrants, and abandonment of an existing well. Portions of the site would be located within the Porterville city limits. The majority of Tulare's County mines are located at the base of the Sierra Nevada foothills along rivers and streams. According to Tulare County General Plan Background Report, the most significant mineral resources within Tulare County are aggregate and include sand, gravel, and crushed stone.¹⁸ Additionally, the background report shows that there are no known mineral resources present on the site nor is the site zoned for mineral resources production (see [Figure 2-4](#) and [Figure 2-5](#)).

4.12.2 Applicable Regulations

Federal

There are no federal regulations, laws, or policies related to mineral resources which are applicable to the Project.

State

There are no State regulations, laws, or policies related to mineral resources which are applicable to the Project.

Local

Neither the Porterville General Plan or Tulare County General Plan contain specific goals and policies relative to the issue of mineral resources that are applicable to the Project.

¹⁸ (City of Porterville 2008)

4.12.3 Impact Analysis

- a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?
- b) Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

a & b) No Impact. The Project proposes to consolidate Hope Elementary School with the City's water system through the installation of water mains and associated infrastructure within existing ROW. The Project site does not contain any known mineral resource nor is it zoned for mineral production, therefore there would be no impact.

4.13 NOISE

Table 4-20: Noise Impacts

Would the project result in:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Generation of excessive ground borne vibration or ground borne noise levels?	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

4.13.1 Baseline Conditions

The Project area is situated within a region dominated by agricultural uses. Surrounding land uses include agricultural and rural residential uses. Noise levels around the Project area are therefore associated with farm equipment and associated activities, as well as rural traffic noise. While much of unincorporated Tulare County is composed of discrete small communities and remote rural residences, the primary source of noise generation comes from State highways, several airports, and industrial facilities. Maximum noise levels generated by farm-related tractors typically range from 77 to 85 decibels (dB) at a distance of 50 feet from the tractor, depending on the horsepower of the tractor and the operating conditions. Due to the seasonal nature of the agricultural industry, there are often extended periods of time when little to no noise is generated along the streets in which construction would occur, followed by short-term periods of intensive mechanical equipment usage and corresponding noise generation.

4.13.2 Applicable Regulations

Federal

There are no federal noise standards that directly regulate environmental noise related to the construction or operation of the Project. With regard to noise exposure and workers, the OSHA regulations safeguard the hearing of workers exposed to occupational noise.

State

GC Section 65302(f) requires city and county general plans to include a noise element. The purpose of a noise element is to guide future development to enhance future land use compatibility.

Local

The City of Porterville General Plan

The Noise Element included in the 2030 City of Porterville includes noise and land use compatibility standards for various land uses. These are shown in **Table 4-21** below.

Table 4-21: Land Use Compatibility for Community Noise Environments¹⁹

Land Use Category	Community Noise Exposure, Ldn or CNEL dB			
	Normally Acceptable	Conditionally Acceptable	Normally Unacceptable	Clearly Unacceptable
Residential – Low density single family, duplex, mobile homes	<65 (<45 Interior)	65 to 70	70 to 75	>75 (>45 Interior)
Residential – Multiple family	<65 (<45 Interior)	65 to 70	70 to 75	>75 (>45 Interior)
Schools, libraries, churches, hospitals, nursing homes	<70	60 to 75	70 to 80	>80
Industrial, manufacturing, utilities, agriculture	<75	70 to 80	75 to 85	No levels identified

Interpretation: Normally acceptable – Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.

Conditionally acceptable – New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features are included in the design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning will normally suffice.

Normally unacceptable – New construction or development should generally be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features are included in the design.

Clearly unacceptable – New construction or development should generally not be undertaken. Porterville General Plan Policies:

- **N-G-1:** Minimize vehicular and stationary noise levels and noise from temporary activities.
- **N-G-2:** Ensure that new development is compatible with the noise environment.
- **N-G-5:** Reduce noise intrusion generated by miscellaneous noise sources through conditions of approval to control noise-generating activities.
- **N-I-7:** Require noise from existing mechanical equipment to be reduced by soundproofing materials and sound-deadening installation.

Tulare County General Plan

- **HS-8:** To protect Tulare County residents and visitors from the harmful effects of excessive noise while promoting Tulare County economic base.

¹⁹ (City of Porterville 2008)

- **HS-8.6:** Noise Level Criteria – Tulare County shall ensure noise level criteria applied to land uses other than residential or other noise-sensitive uses are consistent with the recommendations of the California Office of Noise Control (CONC).
- **HS-8.13:** Noise Analysis – Tulare County shall require a detailed noise impact analysis in areas where current or future exterior noise levels from transportation or stationary sources have the potential to exceed the adopted noise policies of the Health and Safety Element, where there is development of new noise sensitive land uses or the development of potential noise generating land uses near existing sensitive land uses. The noise analysis shall be the responsibility of the project applicant and be prepared by a qualified acoustical engineer (i.e., a Registered Professional Engineer in the State of California, etc.) The analysis shall include recommendations and evidence to establish mitigation that will reduce noise exposure to acceptable levels (such as those referenced in Table 10-1 of the Health and Safety Element).
- **HS-8.18:** Construction Noise – Tulare County shall seek to limit the potential noise impacts of construction activities by limiting construction activities to the hours of 7 am to 7 pm, Monday through Saturday when construction activities are located near sensitive receptors. No construction shall occur on Sundays or national holidays without a permit from Tulare County to minimize noise impacts associated with development near sensitive receptors.
- **HS-8.19:** Construction Noise Control – Tulare County shall ensure that construction contractors implement best practices guidelines (i.e., berms, screens, etc.) as appropriate and feasible to reduce construction-related noise-impacts on surrounding land uses.

4.13.3 Impact Analysis

- a) Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less than Significant Impact. Project operations would be passive with minimal noise generating activity and therefore would not create a substantial increase in ambient noise levels. Maintenance activities would occur infrequently and are not expected to substantially increase ambient noise levels in the area above existing levels. Project construction would involve temporary noise sources and is anticipated to last approximately eight months. Activities involved in construction would generate infrequent maximum noise levels, as indicated in

Table 4-22, ranging from 79 to 91 A-weighted decibels (dBA) at a distance of 50 feet, without feasible noise control (e.g., mufflers) and ranging from 75 to 80 dBA at a distance of 50 feet, with feasible noise control.

Table 4-22: Typical Construction Noise Levels

Type of Equipment	dBA at 50 ft	
	Without Feasible Noise Control	With Feasible Noise Control ¹
Dozer or Tractor	80	75
Excavator	88	80
Scraper	88	80
Front End Loader	79	75
Backhoe	85	75
Grader	85	75
Truck	91	75

¹ Feasible noise control includes the use of intake mufflers, exhaust mufflers and engine shrouds operating in accordance with manufacturers specifications.

All construction-related activities and Project operations would comply with the standards set forth by the City of Porterville General Plan. The City exempts noise generation from construction taking place during daylight hours between 6 a.m. and 9 p.m. on weekdays and 7 a.m. and 5 p.m. on weekends. Therefore, the impact would be less than significant.

b) Would the project result in generation of excessive ground borne vibration or ground borne noise levels?

Less than Significant Impact. The Project is located within an area dominated by agricultural production, which includes the use of off-road equipment and ground-disturbing activities on a regular basis. Conditions created by Project-related construction activities would not vary substantially from the baseline conditions routinely experienced nearby. Impacts would be less than significant.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. While the Project is located within the boundaries of the Airport Influence Area of the Tulare County Comprehensive Airport Land Use Plan, the existing well site as well as the work along West Teapot Dome Avenue and South Indiana Street are outside of the noise exposure contour.²⁰ Therefore, there would be no impact.

²⁰ (Tulare County 2012)

4.14 POPULATION AND HOUSING

Table 4-23: Population and Housing Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

4.14.1 Baseline Conditions

According to the United States Census Bureau, Porterville is the third largest city in Tulare County, with an estimated population of 62,998 as of 2022.²¹ The County of Tulare was estimated to have a population of 477,884 people. Porterville's housing stock is currently made up of predominantly single-family homes, with a homeownership rate of approximately 55 percent, while the County had a homeowner rate of 58.3 percent. The City of Porterville has an average household size of 3.23 which is slightly less than the countywide average of 3.32.²²

4.14.2 Applicable Regulations

Federal

There are no federal regulations, plans, programs, and guidelines associated with population or housing that are applicable to the Project.

State

There are no State regulations, laws, or policies related to population and housing applicable to this Project.

Local

There are no local regulations, plans, programs, and guidelines associated with population or housing that are applicable to the Project.

²¹ (United States Census Bureau 2023)

²² Ibid.

4.14.3 Impact Analysis

- a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less than Significant Impact. The Project would connect the Hope Elementary School to the City of Porterville water system. Upgrading the existing water systems would provide more reliable and safe drinking water for the school. The Project would not directly induce population growth because it does not propose any new housing or land use changes. Any future projects along the Project alignment which could induce population would require separate environmental analysis. Any impacts would be less than significant.

- b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact. No housing would be removed, and no new housing is proposed as part of the Project. There would be no impact as a result of Project implementation.

4.15 PUBLIC SERVICES

Table 4-24: Public Services

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i. Fire protection?	☐	☐	☐	☒
ii. Police protection?	☐	☐	☐	☒
iii. Schools?	☐	☐	☐	☒
iv. Parks?	☐	☐	☐	☒
v. Other public facilities?	☐	☐	☐	☒

4.15.1 Baseline Conditions

Fire Protection: The nearest fire station is Porterville Fire Station 73, which is approximately 2.5 miles northeast of Hope Elementary School.

Police Protection: The nearest police station, Porterville Police Department, is located approximately four miles north of the existing well site.

School: The nearest school is Hope Elementary School, located on the same site as the existing water well which is being replaced.

Parks: The nearest park to the Project area is Fallen Heroes Park located approximately three miles northeast.

Landfill: The Teapot Dome Landfill approximately 2.3 miles west of Hope Elementary School and Woodville Landfill approximately 19 miles northwest serve the Porterville area.²³

²³ (Tulare County 2024)

4.15.2 Applicable Regulations

Federal

National Fire Protection Association

The National Fire Protection Association (NFPA) is an international nonprofit organization that provides consensus codes and standards, research, training, and education on fire prevention and public safety. The NFPA develops, publishes, and disseminates more than 300 such codes and standards intended to minimize the possibility and effects of fire and other risks. The NFPA publishes the NFPA 1, Uniform Fire Code, which provides requirements to establish a reasonable level of fire safety and property protection in new and existing buildings.

State

California Fire Code and Building Code

The 2022 California Fire Code (Title 24, Part 9 of the California Code of Regulations) establishes regulations to safeguard against hazards of fire, explosion, or dangerous conditions in new and existing buildings, structures, and premises. The Fire Code also establishes requirements intended to provide safety and assistance to fire fighters and emergency responders during emergency operations. The provision of the Fire Code includes regulations regarding fire-resistance rated construction, fire protection systems such as alarm and sprinkler systems, fire service features such as fire apparatus access roads, fire safety during construction and demolition, and wildland urban interface areas.

Local

Porterville General Plan Policies

- **LU-G-5:** Promote sustainability in the design and development of public and private development projects.
- **OSC-G-3:** Design public open spaces as sustainable systems.
- **OSC-G-10:** Reduce and conserve energy use in existing and new commercial, industrial, and public structures.
- **OSC-I-7:** Use native vegetation, drought tolerant plants, recycled water irrigation, other water-saving devices drainage swales and water percolation systems, and recycled building materials in public open spaces for ease of maintenance and environmental sustainability.
- **OSC-I-8:** Provide a variety of outdoor recreation opportunities through improvements to open space and parks, construction of facilities, and sponsoring of programs that stimulate active resident participation.
- **OSC-I-10:** Work with property owners, law enforcement officials, and the public to protect open space resources. These efforts will include but are not limited to: Soliciting volunteers to remove invasive vegetation; Removing abandoned items and trash; and Ensuring no illegal encampments occur on open space areas.
- **PHS-G-3:** Protect Porterville's residents and businesses from potential fire hazards.
- **PHS-I-13:** Maintain automatic and/or mutual aid agreements with surrounding jurisdictions for fire protection.

- **PHS-I-14:** Enforce weed abatement programs and building and fire code requirements to assure adequate fire protection.
- **PHS-I-15:** Develop and expand existing public fire safety and emergency life support education programs in order to promote public awareness of fire hazards and emergency procedures.
- **PHS-G-5:** Provide a comprehensive program of safety services including police, fire and medical response in all parts of Porterville.
- **PHS-I-24:** Provide cost effective fire, police, and emergency medical service within the City to minimize potential injury, loss and/or destruction to persons or property.
- **PHS-I-28:** Ensure that new development incorporates safety concerns into the site, circulation, building design and landscaping plans.
- **PHS-I-32:** Work with owners and operators of critical use facilities to ensure that they can provide alternate sources of electricity, water, and sewerage in the event that regular utilities are interrupted in a disaster.

Tulare County General Plan

- **PF-7:** To provide adequate fire and law enforcement facilities and services to ensure the safety of Tulare County residents and the protection of Tulare County property.
- **PF-8:** To ensure adequate schools and community facilities are provided and are conveniently located for Tulare County residents.

4.15.3 Impact Analysis

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- Fire Protection:
- Police Protection:
- Schools:
- Parks:
- Other public facilities:

a i-v) Less than Significant Impact. The Project would not require the addition or alteration of any public services from fire, law enforcement, schools, and parks. The Project would extend water system improvements to an existing school. While the new improvements would create the potential for new development along the Project alignment to tie into the City's water system, any potential for future development along the alignment would require separate environmental analysis at the time that such development is proposed. There would be no impact.

4.16 RECREATION

Table 4-25: Recreation Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

4.16.1 Baseline Conditions

Tulare County contains several County, State, and federal parks. There are a total of 13 County parks and recreational facilities that are owned and operated by Tulare County. The City of Porterville owns and operates nine parks, and the City also provides several other recreational facilities.

Porterville Sports Complex is located 2.3 miles west of the school with the nearest Tulare County park, Bartlett Park, approximately 8.7 east miles from the school site.

4.16.2 Applicable Regulations

Federal

There are no federal regulations, plans, programs, or guidelines associated with recreation that are applicable to the Project.

State

There are no State regulations, plans, programs, or guidelines associated with recreation that are applicable to the Project.

Local

There are no local regulations, plans, programs, or guidelines associated with recreation that are applicable to the Project.

4.16.3 Impact Analysis

- a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

a-b) No Impact. The Project would connect Hope Elementary School to the City's water supply through constructing water mains, along with other associated improvements. The Project would not increase the use of parks and recreational facilities or cause physical deterioration of parks and recreational facilities. All water mains would be buried within the existing road ROW. The Project would not construct parks and recreational facilities or require the expansion of existing parks and recreational facilities that could have an adverse physical effect on the environment. Following construction, site conditions would be returned to preconstruction conditions, therefore there would be no impact.

4.17 TRANSPORTATION

Table 4-26: Transportation Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d) Result in inadequate emergency access?	☐	☐	☒	☐

4.17.1 Baseline Conditions

The existing site that would be connected to the City of Porterville water service is approximately 0.5 miles west of SR 65 and approximately two miles south of SR 190. The water main and service connections improvements would include 6,550 LF of water main along South Indiana Steet to the point of connection at West Scranton Avenue and the installation of approximately 5,300 LF of water main along West Teapot Dome Avenue to the point of connection at Newcomb Street.

4.17.2 Applicable Regulations

Federal

Clean Air Act

The CAA requires that the Regional Transportation Plan integrate transportation and air quality during the planning process. The 1990 CCAA Amendment requires the following stipulations in order to receive federal funding:

- Establish a permitting program that achieves no net increase in stationary source emissions;
- Develop a strategy to reduce vehicle trips, use and miles traveled;
- Increase average vehicle ridership to 1.5 persons per vehicle during commute hours;
- Establish Best Available Retrofit Control Technology requirements for all permitted sources; and
- Development of indirect and area source programs.

State

California Department of Transportation

Caltrans manages the State highway system and ramp interchange intersections. The State agency is also responsible for highway, bridge, and rail transportation planning, construction, and maintenance. SR 65 is under the jurisdiction of Caltrans.

Local

There are no local regulations, plans, programs, or guidelines associated with transportation systems that are applicable to the Project.

4.17.3 Impact Analysis

- a) Would the project conflict with a plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

Less than Significant Impact. The Project would primarily be located within the existing ROW of West Teapot Dome Avenue and South Indiana Street. The Project would also result in horizontal drilling under SR 65 along the Project alignment within Newcomb Street. Work completed within the ROW would be done incorporating traffic control measures typical of such projects. Any construction traffic would be temporary and occur over approximately eight months.

Following construction there is expected to be no change in the operating conditions of the roadways from what currently exists, and the Project would not conflict with any applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of circulation systems. The Project is required to be reviewed and approved by the City/County's engineering department. Any impact to local roadways would be less than significant.

- b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3 subdivision (b)?

Less than Significant Impact. There is no population growth associated with the Project, nor would implementation of the Project result in an increase of staff or drivers utilizing roadways in the area. Therefore, implementation of the Project would not increase any vehicle miles traveled in the area or interfere with existing level of service standards during Project operations. Construction-related vehicle miles traveled would be less than significant in nature.

- c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

No Impact. There would be no new roadways as a result of the proposed Project, therefore, there would be no increase of hazards due to a geometric design feature. As such, no impacts would occur as a result of Project implementation.

- d) Would the project result in inadequate emergency access?

Less than Significant Impact. The Project would require work in the public road ROW, and thus a Road Encroachment Permit would be required to be obtained by the Tulare County Public Works Department. Permit conditions would require that adequate noticing and signage be placed in and near the Project

area. Compliance with Tulare County Public Works requirements would limit any impacts to emergency access. Impacts would be less than significant.

4.18 TRIBAL CULTURAL RESOURCES

Table 4-27: Tribal Cultural Resources Impacts

Would the project:				
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i. Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☒	☐	☐
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

4.18.1 Baseline Conditions

Penutian-speaking Yokuts tribal groups occupied the southern San Joaquin Valley region and much of the nearby Sierra Nevada. For a variety of historical reasons, existing research information emphasizes the central Yokuts tribes who occupied both the valley and particularly the foothills of the Sierra. The northernmost tribes suffered from the influx of Euro-Americans during the Gold Rush and their populations were in substantial decline by the time ethnographic studies began in the early twentieth century. In contrast, the southernmost tribes were partially removed by the Spanish to missions and eventually absorbed into multi-tribal communities on the Sebastian Indian Reservation (on Tejon Ranch), and later the Tule River Reservation and Santa Rosa Rancheria to the north. The result is an unfortunate scarcity of ethnographic detail on southern Valley tribes, especially in relation to the rich information collected from the central foothills tribes where native speakers of the Yokuts dialects are still found. Regardless, the general details of indigenous life-ways were similar across the broad expanse of Yokuts territory, particularly in terms of environmentally influenced subsistence and adaptation and with regard to religion and belief, which were similar everywhere.

A Phase I Cultural Resources Survey was conducted for the Project, located south of Porterville, Tulare County, California. A records search of available site files and maps for the Project area and a one-mile buffer around it was conducted at the SSJVIC and a search of the NAHC Sacred Lands File was completed. No Native American sacred sites or cultural resources had been identified within or immediately adjacent to the Project study area, and no archaeological sites had been previously recorded within the study area.

Records Search

An archival records search was conducted at the California State University, Bakersfield, Southern SSJVIC, by SSJVIC staff members on February 5, 2024, to determine: (i) if prehistoric or historical cultural resources had previously been recorded within the Project area; (ii) if the Project area had been systematically surveyed by archaeologists prior to the initiation of this field study; and/or (iii) whether the region of the Project was known to contain archaeological sites and to thereby be archaeologically sensitive. (Appendix C). According to the records search results, one previous study has been conducted in the Project area, and no resources of any kind are known to exist within it.

Native American Outreach

A Sacred Lands File was requested from NAHC in Sacramento in January 2024. The NAHC was provided with a brief description of the Project and a map showing its location with a request that the NAHC perform a search of the Sacred Lands File to determine if any Native American resources have been recorded in the immediate Project area. The NAHC identifies, catalogs, and protects Native American cultural resources -- ancient places of special religious or social significance to Native Americans and known ancient graves and cemeteries of Native Americans on private and public lands in California. The NAHC is also charged with ensuring California Native American tribes' accessibility to ancient Native American cultural resources on public lands, overseeing the treatment and disposition of inadvertently discovered Native American human remains and burial items, and administering the California Native American Graves Protection and Repatriation Act, among many other powers and duties. NAHC provide a current list of Native American Tribal contacts to notify of the project. Outreach letters were sent to the tribes provided on the NAHC contact list on February 13, 2024, with follow up emails sent on February 21, 2024, no responses were received. All Tribal correspondence is included within Appendix C.

The City of Porterville has received formal requests for notification from the Tule River Indian Tribe and the Santa Rosa Rancheria Tachi Yokut Tribe pursuant to AB 52.

4.18.2 Applicable Regulations

Federal

There are no federal laws, regulations, or policies related to tribal cultural resources applicable to this Project.

State

Assembly Bill 52

AB 52, which was approved in September 2014, and which went into effect on July 1, 2015, requires that lead agencies consult with any California Native American tribe that is traditionally and culturally affiliated with the geographic area of a project, if so requested in writing by the tribe. The bill, chaptered in PRC Section 21084.2, also specifies that a project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource (TCR) is a project that may have a significant effect on the environment. TCRs are further defined under PRC Section 21074 as follows:

- A cultural landscape that meets the criteria of subdivision (a) is a TCR to the extent that the landscape is geographically defined in terms of the size and scope of the landscape; and
- A historical resource described in Section 21084.1, a unique archaeological resource as defined in subdivision (g) of Section 21083.2, or a “nonunique archaeological resource” as defined in subdivision (h) of Section 21083.2 may also be a tribal cultural resource if it conforms with the criteria of subdivision (a).

Mitigation measures for TCRs must be developed in consultation with the affected California Native American tribe pursuant to newly chaptered Section 21080.3.2 of the PRC, or according to Section 21084.3. Section 21084.3 of the PRC identifies mitigation measures that include avoidance and preservation of TCRs and treating TCRs with culturally appropriate dignity, taking into account the tribal cultural values and meaning of the resource.

Local

There are no local laws, regulations, or policies related to tribal cultural resources applicable to the Project.

4.18.3 Impact Assessment

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

- i. Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code section 5020.1(k), or
- ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

a i-ii) Less than Significant Impact with Mitigation Incorporated. A record search of site files and maps was conducted on February 5, 2024, at the SSJVIC, California State University, Bakersfield. These investigations determined there has been one previous cultural resource study completed within the Project area. According to the information provided, there are no recorded resources within the Project area.

A Sacred Lands File request was also completed by the NAHC on February 5, 2024. No sacred sites or TCRs were known in the Project area or vicinity. Outreach letters were sent to the tribal organizations (listed below) on the contact list that was provided by the NAHC.

1. Tribal Member Monitor Brandy Kendricks of Kern Valley Indian Community;
2. Chairperson Robert Robinson of Kern Valley Indian Community;
3. Chairperson Robert Gomez of the Tubatulabals of Kern Valley;
4. Chairperson Neil Peyron of the Tule River Indian Tribe;
5. Environmental Department Kerri Vera of the Tule River Indian Tribe;
6. Tribal Archaeologist Joey Garfield of the Tule River Indian Tribe; and
7. Chairperson Kenneth Woodrow of the Wuksache Indian Tribe/Eshom Valley Band

The City of Porterville sent AB 52 letters to the Tule River Indian Tribe and the Santa Rosa Rancheria Yokut Tribe on March 13, 2024. No response or request for consultation was received.

It is concluded, barring evidence to the contrary, that there is little or no chance the Project would cause a substantial adverse change to the significance of a TCR as defined. Nonetheless, Mitigation Measures **CUL-1** through **CUL-2**, described above in Section 4.5, shall be implemented in the event cultural materials or human remains are unearthed during excavation or installation of the new pipelines and associated infrastructure. Therefore, impacts would be less than significant with mitigation incorporation.

4.19 UTILITIES AND SERVICE SYSTEMS

Table 4-28: Utilities and Service Systems Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

4.19.1 Baseline Conditions

Wastewater Services / Facilities: The Project site and the surrounding area is outside of the city limits and is consequently on septic tanks for wastewater treatment needs.

Water: Currently, Hope Elementary School receives potable water from an existing well that has been found to have nitrate levels higher than the regulatory maximum contaminant level. Upon Project completion, the City of Porterville would be responsible for providing potable water through the proposed water main pipeline alignment.

Solid Waste: The Teapot Dome Landfill approximately 2.3 miles west of the Project area and Woodville Landfill approximately 19 miles northwest serve the Porterville area.²⁴

²⁴ (Tulare County 2024)

4.19.2 Applicable Regulations

Federal

Clean Water Act-Section 404

The CWA (33 USC 1251-1376), as amended by the Water Quality Act of 1987, is the major federal legislation governing water quality. The objective of the CWA is “to restore and maintain the chemical, physical, and biological integrity of the Nation’s water.” Important applicable sections of the Act are as follows:

- Sections 303 and 304 provide for water quality standards, criteria, and guidelines.
- Section 401 requires an applicant for any federal permit that proposes an activity which may result in a discharge to “waters of the United States” to obtain certification from the state that the discharge will comply with other provisions of the Act. The RWQCB provides certification.
- Section 402 establishes the NPDES, a permitting system for the discharge of any pollutant (except for dredge or fill material) into waters of the United States. This permit program is administered by the RWQCB.
- Section 404 establishes a permit program for the discharge of dredge or fill material into waters of the United States. The USACE administers this permit program.

Wetlands and other WOTUS. are subject to the jurisdiction of the USACE and USEPA under Section 404 of the CWA. Wet areas that are not regulated by this Act do not have a hydrologic link to other waters of the U.S., either through surface or subsurface flow. The USACE has the authority to issue a permit for any discharge, fill, or dredge of wetlands on a case-by-case basis, or by a general permit. General permits are handled through a NWP process. These permits allow specific activities that generally create minimal environmental effects. Projects that qualify under the NWP program must fulfill several general and specific conditions under each applicable NWP. If a proposed project cannot meet the conditions of each applicable, an individual permit would likely be required from the USACE.

Resource Conservation and Recovery Act

The RCRA as amended by the Hazardous and Solid Waste Amendments of 1984, is the primary federal law for the regulation of solid waste in the United States. The USEPA has primary responsibility for implementing RCRA, but individual states are encouraged to seek authorization to implement some or all RCRA provisions. California received the authority to implement the RCRA program in August 1992

State

Department of Resources Recycling and Recovery

The Department of Resources Recycling and Recovery (CalRecycle), a department of CalEPA, administers and provides oversight for all of California’s State-managed non-hazardous waste handling and recycling programs.

Assembly Bill 341

AB 341 (Chapter 476, Statutes of 2011) increased the statewide solid waste diversion goal to 75 percent by 2020. The law also mandates recycling for commercial and multifamily residential land uses as well as schools and school districts. Section 5.408 of the 2013 California Green Building Standards Code (Title 24, California Code of Regulations, Part 11) requires that at least 50 percent of the nonhazardous construction and demolition waste from nonresidential construction operations be recycled and/or salvaged for reuse.

Porter-Cologne Water Quality Control Act

The Porter-Cologne Water Quality Control Act (known as the Porter-Cologne Act), passed in 1969, dovetails with the CWA (see discussion of the CWA above). It established the SWRCB and divided the state into nine regions, each overseen by an RWQCB. The SWRCB is the primary state agency responsible for protecting the quality of the state's surface water and groundwater supplies. However, much of the SWRCB's daily implementation authority is delegated to the nine RWQCBs, which are responsible for implementing CWA §§ 401, 402, and 303(d). In general, the SWRCB manages water rights and regulates statewide water quality, whereas the RWQCBs focus on water quality within their respective regions. The Porter-Cologne Act requires the RWQCBs to develop water quality control plans (also known as Basin Plans) that designate beneficial uses of California's major surface water bodies and groundwater basins and establish specific narrative and numerical water quality objectives for those waters. Beneficial uses represent the services and qualities of a water body - i.e., the reasons why the water body is considered valuable. Water quality objectives reflect the standards necessary to protect and support those beneficial uses. Basin Plan standards are primarily implemented by regulating waste discharges so that water quality objectives are met. Under the Porter-Cologne Act, Basin Plans must be updated every 3 years. Public water systems, such as the Porterville water system, are subject to the Division of Drinking Water of the SWRCB.

Local

Porterville General Plan Policies

- **PU-G-1:** Ensure an adequate supply of fresh water to serve existing and future needs of the City.
- **PU-G-2:** Promote the conservation of water within Porterville.
- **PU-G-3:** Ensure wastewater collection and treatment services and reclamation area acreages are available to meet existing and future needs of the City.
- **PU-G-4:** Provide a comprehensive storm drainage system to protect life and property.
- **PU-G-5:** Achieve and maintain the State's solid waste management goals.
- **PU-G-6:** Ensure the provision of adequate utilities and communication systems to serve existing and future residents and businesses.

Tulare County General Plan

- **PFS-1:** To establish and maintain acceptable levels of service, minimize costs, and provide criteria for determining the location, capacity, and timing of existing and future public facilities and services.
 - **PFS-1.2:** Maintain Existing Levels of Services – Tulare County shall ensure new growth and developments do not create significant adverse impacts on existing Tulare County-owned and operated facilities.
- **PFS-2:** To ensure the provision of a reliable, safe, and adequate supply of high quality water as well as effective distribution and storage facilities to meet the existing and future needs in Tulare County.
- **PFS-3:** To ensure the provision of adequate wastewater collection, treatment, and disposal within Tulare County.
- **PFS-4:** To ensure the management of stormwater in a safe and environmentally sensitive manner through the provision of adequate storm drainage facilities that protect people and property.

- PFS-4.6: Agency Coordination – Tulare County shall work with the Army Corps of Engineers and other appropriate agencies to develop stormwater detention/retention facilities and recharge facilities that enhance flood protection and improve groundwater recharge.
- PFS-4.7: NPDES Enforcement – Tulare County shall continue to monitor and enforce provisions to control non-point source water pollution contained in the USEPA National Pollution Discharge Elimination System (NPDES) program.

4.19.3 Impact Analysis

- a) Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Less than Significant Impact. The Project entails construction of approximately 6,550 LF of water main along South Indiana Street to the point of connection at West Scranton Avenue and the installation of approximately 5,300 LF of water main along West Teapot Dome Avenue to the point of connection at Newcomb Street. Additionally, 1-inch service connections with meters would be installed along South Indiana Street and West Teapot Dome Avenue for future connection to residents. Fire hydrants would be installed at maximum intervals of 500 feet along the new pipeline alignment. The existing water system would be abandoned in place. The Project also includes abandonment/destruction of any existing wells in accordance with Tulare County standards. There would not be an increase in the amount of water, wastewater treatment or storm water drainage, electric power, natural gas or telecommunication facilities as only water service connections are being constructed. The impact would be less than significant.

- b) Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Less than Significant Impact. Through the Project, Hope Elementary School would connect to the City's water supply. Historically the City has relied solely on groundwater for supplying municipal water service. The City currently operates 37 active wells which consist of over 275.7 miles of pipeline maintained and operated by the City. According to the City's 2020 Urban Water Management Plan (UWMP), Porterville had a gallons per capita per day (gpcd) target of 179 gpcd in 2020. 179 gpcd is where the City's water demand peaked in 2013. Since then, conservation efforts have helped reduce the overall City gpcd demand to 130 gpcd in 2015 and 133 gpcd in 2020, meeting the aforementioned target of 179 gpcd for 2020. The 2020 UWMP states that the targeted 179 gpcd for 2020 was a conservative target and while the City fell well below that demand, increasing development within the City would increase water demands, shrinking the gap between the targeted demand and actual demand. Despite this, the City has ample water to serve the Project currently and into the future.²⁵ Hope Elementary School is located within the City's planning area and would have been considered in the City's UWMP. Therefore, any impacts would be less than significant.

²⁵ (City of Porterville 2022)

- c) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

No Impact. The Project is a water system improvement project, lacking construction of any new or modified buildings requiring wastewater facilities. Therefore, the Project would not result in the need for new wastewater facilities and would not have an adverse effect on wastewater treatment requirements. There would be no impact.

- d) Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Less than Significant Impact. The Project would not generate any additional solid waste from operation. Proposed Project construction would generate minimal amounts of solid waste. Any construction debris that is not recycled would be received at the Woodville Landfill. Any impacts would be less than significant.

- e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

No Impact. Tulare County of Tulare's Public Works Department provides commercial, residential, and industrial refuse collection to all locations within the County of Tulare. Tulare County currently serves the Project area and would continue to do so. The Project would adhere to all federal, State, and local regulations governing solid waste. There would be no impact.

4.20 WILDFIRE

Table 4-29: Wildfire Impacts

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrollable spread of wildfire?	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

4.20.1 Baseline Conditions

The Project site primarily lies south of the City of Porterville within Tulare County and proposes to consolidate Hope Elementary School's existing water system to the City's water system through the installation of water mains, fire hydrants, and abandonment of an existing well. Portions of the site are located within Porterville. The Project site is relatively flat, consisting primarily of existing road ROW. All installed watermains would be buried following construction and would be placed within the existing road ROW. Installation of fire hydrants would occur every 500 feet where there are structures present. The Tulare County General Plan denotes that the Project site is not an area that is considered a high or very high fire threat.²⁶

The closest fire station, Porterville Fire Station 73, is located 2.5 miles north of the Project site. Tulare County Fire Station 19 is located 5.6 miles north of the Project site.

²⁶ (City of Porterville 2008)

4.20.2 Applicable Regulations

Federal

Federal Emergency Management Agency

FEMA is an agency within the United States Department of Homeland Security, created via Executive Order 12127 on April 1, 1979 by President Carter. A second Executive Order, 12148, signed on July 20, 1979, accorded the agency with the missions of emergency management and civil defense. In order to receive assistance through FEMA in the event of a disaster, a state's governor must declare a state of emergency and formally request a federal government response.

Disaster Mitigation Act of 2000

The Disaster Mitigation Act of 2000 requires a state mitigation plan as a condition of disaster assistance. There are two different levels of State disaster plans: "Standard;" and "Enhanced." States that develop an approved Enhanced State Plan, which includes California, can increase the amount of funding available through the Hazard Mitigation Grant Program. The act has also established new requirements for local hazard mitigation plans.

National Fire Plan

The National Fire Plan was developed under Executive Order 11246 in August 2000, following a landmark wildland fire season. Its intent is to actively respond to severe wildland fires and their impacts to communities while ensuring sufficient firefighting capacity for the future. The plan addresses firefighting, rehabilitation, hazardous fuels reduction, community assistance, and accountability.

State

California Fire Plan

The California Fire Plan is the State's road map for reducing the risk of wildfire. In compliance with the California Fire Plan, individual California Department of Forestry and Fire Protection (CAL FIRE) units are required to develop Fire Management Plans for their areas of responsibility. These documents assess the fire situation within each of CAL FIRE's 21 units and six contract counties. The plans include stakeholder contributions and priorities and identify strategic areas for pre-fire planning and fuel treatment at the local level. The plans are required to be updated annually.

Wildland-Urban Interface Building Standards

Title 24, Part 9 of the 2022 California Fire Code establishes standards and requirements for construction in relation to the prevention of wildfire. These codes include provisions for ignition-resistant construction standards in the wildland urban interface.

California Office of Emergency Service

Through the California Emergency Services Act of 1970, the California Office of Emergency Service provides the basis for local emergency preparedness. The Office of Emergency Services is responsible for preparing the California State Emergency Plan and for coordinating and supporting emergency services conducted by local governments. The responsibility for immediate response to an emergency, such as fires, landslides, earthquakes or riots, rests with local government agencies and segments of the private sector, with support services provided by other jurisdictions and/or State and federal agencies. In accordance with their normal

operating procedures, the initial response to an emergency will be made by local Fire, Law Enforcement, Medical, or Maintenance (Public Works) districts or departments.

California Fire and Building Code

The 2022 Fire and Building Code establishes the minimum requirements consistent with nationally recognized good practices to safeguard the public health, safety, and general welfare for the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to provide safety and assistance to firefighters and emergency responders during emergency operations. The provisions of this code apply to the construction, alteration, movement enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such building structures throughout the State of California.

State

There are no local regulations, plans, programs, or guidelines associated with wildfire that are applicable to the Project.

4.20.3 Impact Analysis

- a) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?
- b) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?
- c) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?
- d) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

a-d) No impact. According to CAL FIRE, the Project would not be located in or near a State Responsibility Area (SRA) or lands classified as a very high fire hazard severity zone.^{27 28} The nearest SRA is 3.3 miles east of the Project site with the nearest Very High Fire zone being 11.4 miles east of the site. Construction would consist of connecting Hope Elementary School to the City's water system through the installation of water mains and associated infrastructure, including the installation of fire hydrants along the Project alignment. There would be no impacts.

²⁷ (California Department of Forestry and Fire Protection 2024)

²⁸ (California Department of Forestry and Fire Protection 2024)

4.21 CEQA MANDATORY FINDINGS OF SIGNIFICANCE

Table 4-30: CEQA Mandatory Findings of Significance

Does the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

4.21.1 Statement of Findings

- a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less than Significant Impact with Mitigation Incorporated. The analysis conducted in this Initial Study/Mitigated Negative Declaration results in a determination that the Project, with incorporation of mitigation measures, would have a less than significant effect on the environment. The potential for impacts to biological resources, cultural resources, geology and soils, and tribal cultural resources from the implementation of the Project would be less than significant with the incorporation of the mitigation measures identified in this analysis. Accordingly, the Project would involve no potential for significant impacts through the degradation of the quality of the environment, the reduction in the habitat or population of fish or wildlife, including endangered plants or animals, the elimination of a plant or animal community or example of a major period of California history or prehistory.

- b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less than Significant Impact. CEQA Guidelines Section 15064(i) states that a Lead Agency shall consider whether the cumulative impact of a project is significant and whether the effects of the project are cumulatively considerable. The assessment of the significance of the cumulative effects of a project must, therefore, be conducted in connection with the effects of past projects, other current projects, and probable future projects. The Project involves the construction of approximately 2.25 miles of new water main, along with associated infrastructure, the effects of which would not result in significant cumulatively considerable impacts. Implementation of the Project would not result in significant cumulative impacts and all potential impacts would be less than significant through the implementation of basic regulatory requirements and Project design.

- c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less than Significant Impact. The analysis conducted in this Initial Study/Mitigated Negative Declaration results in a determination that the Project, would have a less than significant effect on the environment. All potential impacts to human beings have found to be unsubstantial and would be considered less than significant.

CHAPTER 5 MITIGATION, MONITORING, AND REPORTING PROGRAM

This MMRP has been formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) for the Project. The MMRP lists mitigation measures recommended in the IS/MND for the Project and identifies monitoring and reporting requirements.

Table 5-1: Mitigation, Monitoring, and Reporting Program presents the mitigation measures identified for the Project. Each mitigation measure is numbered with a symbol indicating the topical section to which it pertains, a hyphen, and the impact number. For example, AIR-2 would be the second mitigation measure identified in the Air Quality analysis of the IS/MND.

The first column of **Table 5-1: Mitigation, Monitoring, and Reporting Program** identifies the mitigation measure. The second column, entitled “When Monitoring is to Occur,” identifies the time the mitigation measure should be initiated. The third column, “Frequency of Monitoring,” identifies the frequency of the monitoring of the mitigation measure. The fourth column, “Agency Responsible for Monitoring,” names the party ultimately responsible for ensuring that the mitigation measure is implemented. The last columns will be used by the Lead and Responsible Agencies to ensure that individual mitigation measures have been complied with and monitored.

Table 5-1: Mitigation, Monitoring, and Reporting Program

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Biological Resources						
BIO-1 A)	(Avoidance) The Project's construction activities will occur, if feasible, between September 1 and January 31 (outside of the nesting bird season) to avoid impacts to nesting birds.	Prior to the start of construction activities	Daily	Hope Elementary School District	Contractor's construction schedule	
BIO-1 B)	(Pre-construction Surveys) If activities must occur within the nesting bird season (February 1 to August 31), a qualified biologist will conduct a pre-construction survey for active migratory bird nests no more than seven days prior to the start of the construction within the project site and surrounding lands up to 100 feet from the project site and for active raptor nests within the project site and all accessible lands up	Prior to the start of construction activities	7 days prior to the start of construction	Hope Elementary School District	Qualified Biologist report of pre-construction survey	
BIO-1 C)	(Avoidance Buffers) On discovery of any active nests near work areas, the biologist will determine appropriate construction setback distances (avoidance buffers) based on applicable CDFW and/or USFWS guidelines, the biology of the species, and work and site conditions. If necessary, avoidance buffers will be identified with flagging, fencing, or other easily visible means, and will be maintained until the biologist has determined that the nestlings have fledged.	Prior to the start of construction activities	7 days prior to the start of construction	Hope Elementary School District	Qualified Biologist report of pre-construction survey	
Cultural Resources						
CUL-1	(Archaeological Resources) In the event that archaeological resources are encountered at any time during construction, development or any ground-moving activities within the entire Project area, all work in the vicinity of the find shall halt until a qualified archaeologist can assess the discovery. The Project applicant shall implement all recommendations of the archaeologist necessary to avoid or reduce to a less than significant level potential impacts to cultural resource. Appropriate	During construction activities	Daily	Hope Elementary School District	Hope Elementary School District with assistance of a qualified archaeologist	

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	actions could include a Data Recovery Plan or preservation in place.					
CUL-2	(Human Remains) If human remains are uncovered, or in any other case when human remains are discovered during construction, the Tulare County Coroner is to be notified to arrange proper treatment and disposition. If the remains are identified—on the basis of archaeological context, age, cultural associations, or biological traits—as those of a Native American origin, California Health and Safety Code 7050.5 and Public Resource Code 5097.98 require that the coroner notify the NAHC within 24 hours of discovery. The NAHC will then identify the Most Likely Descendent (MLD) who will determine the manner in which the remains are treated.	During construction activities	Daily	Hope Elementary School District	Hope Elementary School District with assistance of County Coroner	
Geology and Soils						
GEO-1	(Paleontological Resources) Should a unique paleontological resource, site, or unique geological feature be unearthed during any stage of Project activities, work in the area of discovery will cease until the area is evaluated by a qualified geologist and/or paleontologist. If discoveries are uncovered, the Project proponent will abide by recommendations of the geologist or paleontologist.	During construction activities	Daily	Hope Elementary School District	Hope Elementary School District with assistance of a qualified geologist and/or paleontologist	

CHAPTER 6 REFERENCES

- Bestplaces. 2024. *Bestplaces, City of Porterville - Climate*. Accessed March 13, 2024. <https://www.bestplaces.net/climate/city/california/porterville>.
- California Department of Conservation - California Geological Survey. 2020. *Earthquake Zones of Required Investigation*. <https://maps.conservation.ca.gov/cgs/EQZApp/app/>.
- California Department of Conservation. 2023. *Fault Activity Map of California*. Accessed February 2024. <https://maps.conservation.ca.gov/cgs/fam/>.
- California Department of Forestry and Fire Protection. 2024. *Fire Hazard Severity Zones in State Responsibility Area*. Accessed March 25, 2024. <https://calfire-forestry.maps.arcgis.com/apps/webappviewer/index.html?id=988d431a42b242b29d89597ab693d008>.
- . 2024. *State Responsibility Area (SRA) Viewer*. Accessed March 25, 2024. <https://calfire-forestry.maps.arcgis.com/apps/webappviewer/index.html?id=468717e399fa4238ad86861638765ce1>.
- California Department of Transportation. 2024. *California State Scenic Highway System Map*. Accessed February 2024. <https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aaca>.
- California Department of Water Resources . 2024. *California Dam Breach Inundation Maps* . Accessed January 2024. <https://fmds.water.ca.gov/maps/damim/>.
- California Office of Environmental Health Hazard Assessment. 2015. "Guidance Manual for Preparation of Health Risk Assessments."
- City of Porterville . 2008. "General Plan Draft EIR." Porterville.
- City of Porterville. 2022. "2020 Urban Water Management Plan." Accessed September 2024. <https://cms9files.revize.com/PortervilleCA/Draft%202020%20Urban%20Water%20Management%20Plan.pdf>.
- City of Porterville. 2015. "City of Porterville Housing Element 2015-2023." Accessed February 2024. https://cms9files.revize.com/PortervilleCA/Document_Center/Department/Community%20Development/Planning/Documents/20151216HousingElementFinal.pdf.
- . 2008. *Noise Element*. Accessed January 2024. https://cms9files.revize.com/PortervilleCA/Document_Center/Department/Community%20Development/General%20Plan%20Update/Chapter9Noise_000.pdf.
- . 2008. *Porterville 2030 General Plan* . Accessed February 2024. https://cms9files.revize.com/PortervilleCA/Document_Center/Department/Community%20Development/General%20Plan%20Update/Chapter1_000.pdf.

- Department of Toxic Substances Control. 2024. *EnviroStor*. October. Accessed February 2024. <https://www.envirostor.dtsc.ca.gov/public/>.
- Department of Water Resources . 2018. *Groundwater Basin Boundary Assessment Tool*. Accessed February 2024. <https://gis.water.ca.gov/app/bbat/>.
- National Aeronautics and Space Administration. 2017. *National Oceanic and Atmospheric Administration Data Show 2016 Warmest Year on Record Globally*. Accessed March 13, 2024. <https://www.nasa.gov/news-release/nasa-noaa-data-show-2016-warmest-year-on-record-globally/>.
- San Joaquin Valley Air Pollution Control District. 2015. *California Environmental Quality Act Guidelines*. Accessed February 2024. <https://ww2.valleyair.org/media/m2ecyiw/1-cms-format-ceqa-air-quality-thresholds-of-significance-criteria-pollutants.pdf>.
- . 2024. *San Joaquin Valley Air Pollution Control District Ambient Air Quality Standards & Valley Attainment Status*. Accessed February 2024. <http://www.valleyair.org/aqinfo/attainment.htm>.
- State Water Resources Control Board. 2024. *GeoTracker*. Accessed February 2024. <https://geotracker.waterboards.ca.gov/>.
- Tulare County . 2012. *Tulare County Comprehensive Airport Land Use Plan* . Accessed January 2024. <https://tularecounty.ca.gov/rma/rma-documents/planning-documents/tulare-county-comprehensive-airport-land-use-plan/>.
- . 2018. *Tulare County Multi-Jurisdictional Local Hazard Plan* . Accessed January 2024. <https://oes.tularecounty.ca.gov/oes/mitigation/tulare-county-mjlhmp/>.
- . 2024. *Tulare County Solid Waste* . Accessed February 2024. <https://tularecounty.ca.gov/solidWaste/>.
- Tulare County 2030 General Plan Update. 2010. "Tulare County 2030 General Plan Update." *Tulare County 2030 General Plan Update*. <http://generalplan.co.tulare.ca.us/documents/GeneralPlan2010/GeneralPlan2030Update.pdf>.
- Tulare County Agricultural Commissioner. 2023. *Tulare County Crop and Livestock Report* . Accessed January 2024. <https://agcomm.co.tulare.ca.us/pest-exclusion-standardization/crop-reports1/crop-reports-2021-2030/crop-and-livestock-report-2022/>.
- Tulare County Association of Governments . 2022. "Final Regional Housing Needs Plan." Accessed February 2024. <https://tularecog.org/sites/tcag/assets/FINAL%20RHNP%20-%20COMBINED.pdf>.
- United States Census Bureau. 2023. *Quick Facts-Porterville, California; Tulare County, California*. Accessed January 2024. <https://www.census.gov/quickfacts/fact/table/portervillecitycalifornia,tularecountycalifornia/PST045219>.
- United States Fish and Wildlife Service. 2024. *National Wetlands Inventory*. Accessed March 13, 2024. <https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/>.

Appendix A: CalEEMod Output Files

Hope Elementary Water System Project Detailed Report

Table of Contents

- 1. Basic Project Information
 - 1.1. Basic Project Information
 - 1.2. Land Use Types
 - 1.3. User-Selected Emission Reduction Measures by Emissions Sector
- 2. Emissions Summary
 - 2.1. Construction Emissions Compared Against Thresholds
 - 2.2. Construction Emissions by Year, Unmitigated
- 3. Construction Emissions Details
 - 3.1. Linear, Grading & Excavation (2026) - Unmitigated
 - 3.3. Linear, Grading & Excavation (2027) - Unmitigated
 - 3.5. Linear, Drainage, Utilities, & Sub-Grade (2027) - Unmitigated
 - 3.7. Linear, Paving (2027) - Unmitigated
- 4. Operations Emissions Details
 - 4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

5. Activity Data

5.1. Construction Schedule

5.2. Off-Road Equipment

5.2.1. Unmitigated

5.3. Construction Vehicles

5.3.1. Unmitigated

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

5.5. Architectural Coatings

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

5.6.2. Construction Earthmoving Control Strategies

5.7. Construction Paving

5.8. Construction Electricity Consumption and Emissions Factors

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

5.18.2. Sequestration

5.18.2.1. Unmitigated

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

6.2. Initial Climate Risk Scores

6.3. Adjusted Climate Risk Scores

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

7.2. Healthy Places Index Scores

7.3. Overall Health & Equity Scores

7.4. Health & Equity Measures

7.5. Evaluation Scorecard

7.6. Health & Equity Custom Measures

8. User Changes to Default Data

1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	Hope Elementary Water System Project
Construction Start Date	9/1/2026
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	2.10
Precipitation (days)	23.0
Location	36.02173281413761, -119.03213120166615
County	Tulare
City	Unincorporated
Air District	San Joaquin Valley APCD
Air Basin	San Joaquin Valley
TAZ	2736
EDFZ	9
Electric Utility	Southern California Edison
Gas Utility	Southern California Gas
App Version	2022.1.1.21

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
User Defined Linear	2.24	Mile	1.00	0.00	0.00	—	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.85	0.71	4.87	5.82	0.02	0.15	0.00	0.15	0.14	0.00	0.14	—	1,719	1,719	0.07	0.01	0.00	1,725
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.85	0.71	4.87	5.82	0.02	0.15	0.00	0.15	0.14	0.00	0.14	—	1,719	1,719	0.07	0.01	0.00	1,725
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.16	0.13	0.93	1.06	< 0.005	0.04	0.00	0.04	0.03	0.00	0.03	—	313	313	0.01	< 0.005	0.00	314
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.03	0.02	0.17	0.19	< 0.005	0.01	0.00	0.01	0.01	0.00	0.01	—	51.8	51.8	< 0.005	< 0.005	0.00	52.0

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

2026	0.85	0.71	4.87	5.82	0.02	0.15	0.00	0.15	0.14	0.00	0.14	—	1,719	1,719	0.07	0.01	0.00	1,725
2027	0.43	0.37	3.28	3.06	0.01	0.13	0.00	0.13	0.12	0.00	0.12	—	990	990	0.04	0.01	0.00	993
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	0.85	0.71	4.87	5.82	0.02	0.15	0.00	0.15	0.14	0.00	0.14	—	1,719	1,719	0.07	0.01	0.00	1,725
2027	0.84	0.70	4.70	5.81	0.02	0.14	0.00	0.14	0.13	0.00	0.13	—	1,719	1,719	0.07	0.01	0.00	1,725
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	0.16	0.13	0.89	1.06	< 0.005	0.03	0.00	0.03	0.03	0.00	0.03	—	313	313	0.01	< 0.005	0.00	314
2027	0.13	0.11	0.93	1.01	< 0.005	0.04	0.00	0.04	0.03	0.00	0.03	—	289	289	0.01	< 0.005	0.00	290
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	0.03	0.02	0.16	0.19	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.00	< 0.005	—	51.8	51.8	< 0.005	< 0.005	0.00	52.0
2027	0.02	0.02	0.17	0.18	< 0.005	0.01	0.00	0.01	0.01	0.00	0.01	—	47.9	47.9	< 0.005	< 0.005	0.00	48.1

3. Construction Emissions Details

3.1. Linear, Grading & Excavation (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.85	0.71	4.87	5.82	0.02	0.15	—	0.15	0.14	—	0.14	—	1,719	1,719	0.07	0.01	—	1,725
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.85	0.71	4.87	5.82	0.02	0.15	—	0.15	0.14	—	0.14	—	1,719	1,719	0.07	0.01	—	1,725
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.16	0.13	0.89	1.06	< 0.005	0.03	—	0.03	0.03	—	0.03	—	313	313	0.01	< 0.005	—	314
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.02	0.16	0.19	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	51.8	51.8	< 0.005	< 0.005	—	52.0
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.3. Linear, Grading & Excavation (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.84	0.70	4.70	5.81	0.02	0.14	—	0.14	0.13	—	0.13	—	1,719	1,719	0.07	0.01	—	1,725
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.05	0.04	0.29	0.35	< 0.005	0.01	—	0.01	0.01	—	0.01	—	104	104	< 0.005	< 0.005	—	105
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.05	0.06	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	17.3	17.3	< 0.005	< 0.005	—	17.3
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.5. Linear, Drainage, Utilities, & Sub-Grade (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.43	0.37	3.28	3.06	0.01	0.13	—	0.13	0.12	—	0.12	—	990	990	0.04	0.01	—	993
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.43	0.37	3.28	3.06	0.01	0.13	—	0.13	0.12	—	0.12	—	990	990	0.04	0.01	—	993
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.07	0.06	0.53	0.49	< 0.005	0.02	—	0.02	0.02	—	0.02	—	160	160	0.01	< 0.005	—	161
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.10	0.09	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	26.5	26.5	< 0.005	< 0.005	—	26.6
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.7. Linear, Paving (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.16	0.14	1.47	2.06	< 0.005	0.07	—	0.07	0.07	—	0.07	—	315	315	0.01	< 0.005	—	317
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.12	0.16	< 0.005	0.01	—	0.01	0.01	—	0.01	—	25.1	25.1	< 0.005	< 0.005	—	25.2
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.02	0.03	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	4.15	4.15	< 0.005	< 0.005	—	4.16
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
---------	------	------	------	------	------	------	------	------	------	------	------	------	---	------	------	------	------	------	------

4. Operations Emissions Details

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Remove d	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequest ered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Remove d	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Linear, Grading & Excavation	Linear, Grading & Excavation	9/30/2026	1/31/2027	5.00	88.0	—
Linear, Drainage, Utilities, & Sub-Grade	Linear, Drainage, Utilities, & Sub-Grade	2/1/2027	4/24/2027	5.00	59.0	—
Linear, Paving	Linear, Paving	4/25/2027	6/4/2027	5.00	29.0	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
------------	----------------	-----------	-------------	----------------	---------------	------------	-------------

Linear, Grading & Excavation	Excavators	Diesel	Average	1.00	8.00	36.0	0.38
Linear, Grading & Excavation	Off-Highway Trucks	Diesel	Average	1.00	8.00	376	0.38
Linear, Grading & Excavation	Concrete/Industrial Saws	Diesel	Average	1.00	8.00	33.0	0.73
Linear, Drainage, Utilities, & Sub-Grade	Cranes	Diesel	Average	1.00	8.00	367	0.29
Linear, Paving	Pavers	Diesel	Average	1.00	8.00	81.0	0.42

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Linear, Grading & Excavation	—	—	—	—
Linear, Grading & Excavation	Worker	0.00	7.70	LDA,LDT1,LDT2
Linear, Grading & Excavation	Vendor	0.00	6.80	HHDT,MHDT
Linear, Grading & Excavation	Hauling	0.00	20.0	HHDT
Linear, Grading & Excavation	Onsite truck	—	—	HHDT
Linear, Drainage, Utilities, & Sub-Grade	—	—	—	—
Linear, Drainage, Utilities, & Sub-Grade	Worker	0.00	7.70	LDA,LDT1,LDT2
Linear, Drainage, Utilities, & Sub-Grade	Vendor	0.00	6.80	HHDT,MHDT
Linear, Drainage, Utilities, & Sub-Grade	Hauling	0.00	20.0	HHDT
Linear, Drainage, Utilities, & Sub-Grade	Onsite truck	—	—	HHDT
Linear, Paving	—	—	—	—
Linear, Paving	Worker	0.00	7.70	LDA,LDT1,LDT2
Linear, Paving	Vendor	0.00	6.80	HHDT,MHDT
Linear, Paving	Hauling	0.00	20.0	HHDT
Linear, Paving	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
------------	--	--	--	--	-----------------------------

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Linear, Grading & Excavation	—	—	1.00	0.00	—
Linear, Drainage, Utilities, & Sub-Grade	—	—	1.00	0.00	—

5.6.2. Construction Earthmoving Control Strategies

Non-applicable. No control strategies activated by user.

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
User Defined Linear	1.00	100%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2026	0.00	532	0.03	< 0.005

2027	0.00	532	0.03	< 0.005
------	------	-----	------	---------

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres
--------------------------	----------------------	---------------	-------------

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres
--------------------	---------------	-------------

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)
-----------	--------	------------------------------	------------------------------

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	27.9	annual days of extreme heat
Extreme Precipitation	1.05	annual days with precipitation above 20 mm
Sea Level Rise	—	meters of inundation depth

Wildfire	0.00	annual hectares burned
----------	------	------------------------

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters

Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	3	0	0	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	0	0	0	N/A
Drought	0	0	0	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	0	0	0	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.

The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.

The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	3	1	1	3

Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	1	1	1	2
Drought	1	1	1	2
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	1	1	1	2

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.

The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.

The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	82.5
AQ-PM	94.6
AQ-DPM	16.5
Drinking Water	99.2
Lead Risk Housing	58.2
Pesticides	89.6
Toxic Releases	18.7
Traffic	5.99

Effect Indicators	—
CleanUp Sites	80.9
Groundwater	93.6
Haz Waste Facilities/Generators	71.6
Impaired Water Bodies	43.8
Solid Waste	75.7
Sensitive Population	—
Asthma	65.9
Cardio-vascular	86.1
Low Birth Weights	44.5
Socioeconomic Factor Indicators	—
Education	86.7
Housing	66.1
Linguistic	87.9
Poverty	85.6
Unemployment	99.7

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—
Above Poverty	7.981521879
Employed	12.04927499
Median HI	12.63954831
Education	—
Bachelor's or higher	17.25907866
High school enrollment	100

Preschool enrollment	22.08392147
Transportation	—
Auto Access	74.57975106
Active commuting	7.35275247
Social	—
2-parent households	46.32362376
Voting	46.91389709
Neighborhood	—
Alcohol availability	68.71551392
Park access	7.493904786
Retail density	3.554471962
Supermarket access	14.19222379
Tree canopy	64.63492878
Housing	—
Homeownership	51.00731426
Housing habitability	39.48415244
Low-inc homeowner severe housing cost burden	23.77774926
Low-inc renter severe housing cost burden	34.33850892
Uncrowded housing	37.31553959
Health Outcomes	—
Insured adults	52.48299756
Arthritis	0.0
Asthma ER Admissions	35.8
High Blood Pressure	0.0
Cancer (excluding skin)	0.0
Asthma	0.0
Coronary Heart Disease	0.0

Chronic Obstructive Pulmonary Disease	0.0
Diagnosed Diabetes	0.0
Life Expectancy at Birth	20.9
Cognitively Disabled	66.4
Physically Disabled	29.8
Heart Attack ER Admissions	14.4
Mental Health Not Good	0.0
Chronic Kidney Disease	0.0
Obesity	0.0
Pedestrian Injuries	62.3
Physical Health Not Good	0.0
Stroke	0.0
Health Risk Behaviors	—
Binge Drinking	0.0
Current Smoker	0.0
No Leisure Time for Physical Activity	0.0
Climate Change Exposures	—
Wildfire Risk	0.0
SLR Inundation Area	0.0
Children	39.2
Elderly	43.3
English Speaking	48.4
Foreign-born	51.5
Outdoor Workers	0.3
Climate Change Adaptive Capacity	—
Impervious Surface Cover	92.0
Traffic Density	6.9

Traffic Access	0.0
Other Indices	—
Hardship	87.3
Other Decision Support	—
2016 Voting	57.9

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	96.0
Healthy Places Index Score for Project Location (b)	16.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	Yes
Project Located in a Low-Income Community (Assembly Bill 1550)	Yes
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

Screen	Justification
Construction: Construction Phases	No grubbing phase
Construction: Off-Road Equipment	Adding Construction Equipment

Appendix B: Biological Evaluation

SELF HELP ENTERPRISES

HOPE ELEMENTARY SCHOOL WATER SYSTEM IMPROVEMENT PROJECT BIOLOGICAL EVALUATION

**PORTERVILLE, CALIFORNIA
FEBRUARY 2024**

PREPARED FOR:

Self Help Enterprises
8445 W. Elwin Court
P.O. Box 6520
Visalia, CA 93290

PREPARED BY:

Provost & Pritchard Consulting Group
455 W. Fir Avenue, Clovis, California 93611

COPYRIGHT 2024 BY PROVOST & PRITCHARD CONSULTING GROUP ALL RIGHTS RESERVED

Provost & Pritchard Consulting Group expressly reserves its common law copyright and other applicable property rights to this document. This document is not to be reproduced, changed, or copied in any form or manner whatsoever, nor are they to be assigned to a third party without first obtaining the written permission and consent of Provost & Pritchard Consulting Group. In the event of unauthorized reuse of the information contained herein by a third party, the third party shall hold the firm of Provost & Pritchard Consulting Group harmless, and shall bear the cost of Provost & Pritchard Consulting Group's legal fees associated with defending and enforcing these rights.

**Report Prepared for:
Self Help Enterprises**

Self Help Enterprises
8445 W. Elowin Court
P.O. Box 6520
Visalia, CA 93290

Contact:

Daniela Medel
(559) 802-1677

**Report Prepared by:
Provost & Pritchard Consulting Group**

Preparer: Jairo Perez, Biologist

Project Manager: Wyatt Czesinski – Associate Planner, Liz Varner – Senior Engineer.

QA/QC: Geoff Cline - Principal Biologist, Amy Wilson – Senior Planner.

Other personnel involved in report preparation: Ben Toews – Assistant GIS Specialist, Rafael Sanchez – Assistant Planner, Amy Giacomini – Assistant Environmental Specialist.

Contact:

Wyatt Czesinski
(559) 449-2700

TABLE OF CONTENTS

1	Introduction	1
1.1	Project Description.....	1
1.2	Report Objectives.....	1
1.3	Study Methodology.....	5
2	Existing Conditions	6
2.1	Regional Settings	6
2.1.1	Topography	6
2.1.2	Climate.....	6
2.1.3	Soils	6
2.2	Biotic Habitats	6
2.2.1	Ruderal.....	7
2.3	Natural Communities of Special Concern and Riparian Habitat.....	7
2.4	Designated Critical Habitat	7
2.5	Wildlife Movement Corridors and Native Wildlife Nursery Sites	7
2.6	Special Status Plants and Animals	8
3	Impacts and Mitigation.....	15
3.1	Significance Criteria.....	15
3.1.1	CEQA.....	15
3.1.2	NEPA.....	15
3.2	Relevant Goals, Policies, and Laws	16
3.2.1	Tulare County General Plan	16
3.2.2	Porterville 2030 General Plan.....	17
3.2.3	Porterville Development Ordinance (Zoning).....	18
3.2.4	Threatened and Endangered Species	19
3.2.5	Designated Critical Habitat.....	19
3.2.6	Migratory Birds.....	19
3.2.7	Birds of Prey	19
3.2.8	Nesting Birds	19
3.2.9	Wetlands and other “Jurisdictional Waters”	19
3.3	Potentially Significant Project-Related Impacts and Mitigation	21
3.3.1	Project-Related Mortality and/or Disturbance of Nesting Migratory Raptors and Birds	22
3.4	Section 7 Determinations	22
3.5	Less Than Significant Project-Related Impacts	23
3.5.1	Project-Related Impacts to Special Status Plant Species Absent From, or Unlikely to Occur on, the project site	23
3.5.2	Project-Related Impacts to Special Status Animal Species Absent From, or Unlikely to Occur on, the project site	23
3.5.3	Project-Related Impacts to Riparian Habitat and Natural Communities of Special Concern.....	24
3.5.4	Project-Related Impacts to Regulated Waters, Wetlands, and Water Quality	24
3.5.5	Project-Related Impacts to Wildlife Movement Corridors and Native Wildlife Nursery Sites.....	24
3.5.6	Project-Related Impacts to Critical Habitat.....	24

3.5.7	Local Policies or Habitat Conservation Plans.....	24
3.5.8	Project-Related Impact to Essential Fish Habitat.....	24
4	References.....	25

LIST OF FIGURES

Figure 1: Regional Location Map	2
Figure 2: Topographic Quadrangle Map	3
Figure 3: Project Site Map.....	4

LIST OF TABLES

Table 1: List of Soils Located on the Project Site and Their Basic Properties.....	6
Table 2: List of Special Status Plants with Potential to Occur on the project site and/or in the Vicinity.	8
Table 3: List of Special Status Animals with Potential to Occur on the Project Site and/or in the Vicinity. .	11
Table 4: Section 7 Determinations.....	22

LIST OF APPENDICES

Appendix A: Representative Photos of the project site	
Appendix B: CNDDDB 9-Quad Species List	
Appendix C: IPaC Species List	
Appendix D: NRCS Web Soil Survey Report	
Appendix E: NMFS EFH Mapper	

ACRONYMS AND ABBREVIATIONS

CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CNDDDB	California Natural Diversity Database
CNPS	California Native Plant Society
City	City of Porterville
County	Tulare County
ECOS	U.S. Fish and Wildlife Service’s Environmental Conservation Online System
EPA	Environmental Protection Agency
HUC	Hydrologic Unit Code
IPaC	U.S. Fish and Wildlife Service’s Information for Planning and Consultation system
MBTA	Migratory Treaty Bird Act
MSL	Mean Sea Level
NEPA	National Environmental Policy Act
NRCS	Natural Resources Conservation Service
Project	Hope Elementary School Water System Improvement Project
Provost & Pritchard.....	Provost & Pritchard Consulting Group
RWQCB	Regional Water Quality Control Board
School.....	Hope Elementary School
SWPPP	Storm Water Pollution Prevention Plan
SWRCB.....	State Water Resources Control Board
USACE	United States Army Corps of Engineers
USC	United States Code
USDA.....	United States Department of Agriculture
USFWS	United States Fish and Wildlife Service
USGS	United States Geological Survey

1 INTRODUCTION

This Biological Evaluation Report, prepared by Provost & Pritchard Consulting Group (Provost & Pritchard) in compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), includes a description of the biological resources present or with the potential to occur within the proposed Hope Elementary School (school) Water System Improvement Project (project) and evaluates potential project-related impacts to those resources.

1.1 PROJECT DESCRIPTION

The school is located east of the intersection of South Indiana Street and West Teapot Dome Avenue and approximately 2200 feet east from the City of Porterville (City), which is located along the eastern side of the San Joaquin Valley in Tulare County, California (see [Figure 1](#), [Figure 2](#), and [Figure 3](#)). It is served by a single active well that is in exceedance of acceptable maximum contaminant levels for nitrate. As a result, the school now seeks to consolidate with the City's existing water system. To do this, new water mains connecting the school to the City's water system would be constructed. The approximately 6-acre project site includes the existing well and tank at the school and construction of two water mains (approximately 6,550 linear feet of 12-inch water main along South Indiana Avenue from West Teapot Dome Avenue to West Scranton Avenue and approximately 5,300 linear feet of water main along West Teapot Dome Avenue from the frontage of the school to Newcomb Street) and various water infrastructure at the school and along the new water mains. Portions of the new water mains will traverse through the City. The existing water tank on-site would be removed and the existing well would be destroyed.

1.2 REPORT OBJECTIVES

Construction activities such as those proposed by the project could potentially modify biological resources or habitats that are crucial for sensitive plant and wildlife species. In cases such as these, development may be regulated by state or federal agencies, and/or addressed by local regulatory agencies. This report addresses issues related to the following:

- The presence of sensitive biological resources on the project site, or with the potential to occur on the project site.
- The federal, state, and local regulations regarding these resources.
- Mitigation measures that may be required to reduce the magnitude of anticipated impacts and/or comply with permit requirements of state and federal resource agencies.

Therefore, the objectives of this report are to:

- Summarize all project-specific information related to existing biological resources.
- Make reasonable inferences about the biological resources that could occur on the project site based on habitat suitability and the proximity of the project site to a species' known range.
- Summarize all state and federal natural resource protection laws that may be relevant to implementation of the project.
- Identify and discuss project impacts and effects to biological resources likely to occur onsite within the context of CEQA, NEPA, and/or state or federal laws.
- Identify and prescribe a set of avoidance and mitigation measures that would reduce impacts to a less-than-significant level (as identified by CEQA) or avoid and minimize effects (as identified by NEPA) and are generally consistent with recommendations of the resource agencies for affected biological resources.

Figure 1: Regional Location Map

Figure 2: Topographic Quadrangle Map

Figure 3: Project Site Map

1.3 STUDY METHODOLOGY

A reconnaissance-level field survey of the project site was conducted on January 5, 2024, by Provost & Pritchard biologist, Jairo Perez. The survey consisted of walking and driving throughout accessible areas of the project site while identifying and noting land uses, biological habitats and communities, and plant and animal species encountered. Habitats were also assessed to help with determining if they could be suitable for various rare or protected plant and animal species. Representative photographs of the site were taken and are presented in [Appendix A](#).

Mr. Perez then utilized the results of the field survey to conduct an analysis of potential project-related impacts to biological resources based on the resources known to occur or with the potential to occur within the project site. Sources of information used in preparation of this analysis included: the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDDB; see [Appendix B](#) for the species list) and California Wildlife Habitat Relationships (CWHR) database, California Native Plant Society's (CNPS) Online Inventory of Rare and Endangered Vascular Plants of California, CalFlora's online database of California native plants, Jepson Herbarium's online database (i.e., Jepson eFlora), United States Fish and Wildlife Service's (USFWS), Environmental Conservation Online System (ECOS), Information for Planning and Consultation (IPaC; see [Appendix C](#) for the species list) system, and National Wetlands Inventory (NWI), iNaturalist; NatureServe Explorer's online database, United States Department of Agriculture (USDA) Natural Resources Conservation Service's (NRCS) Web Soil Survey (see [Appendix D](#) for the Web Soil Survey Report), California Herps website, and various manuals, reports, and references related to plants and animals of the San Joaquin Valley region.

The field survey did not include focused surveys for special status species. The field survey conducted included the appropriate level of detail to assess the significance of potential impacts to sensitive biological resources resulting from implementing the project. Furthermore, the field survey was sufficient to generally describe those features of the project that could be subject to the jurisdiction of federal and/or state agencies, such as the United States Army Corps of Engineers (USACE), CDFW, Regional Water Quality Control Board (RWQCB) and the State Water Resources Control Board (SWRCB).

2 EXISTING CONDITIONS

2.1 REGIONAL SETTINGS

2.1.1 TOPOGRAPHY

The project site is located within the U.S. Geological Survey (USGS) *Porterville* quadrangle, within the northwest quadrat of section 14, and intersecting sections 10, 11, 14 and 15, Township 22 south, Range 27 east (see [Figure 2](#)). The topography of the project site is relatively flat with elevations ranging from approximately 450 - 470 feet above mean sea level (MSL).

2.1.2 CLIMATE

Like most of California, the project site experiences a Mediterranean climate. Warm, dry summers are followed by cool, moist winters. In the summer, average high temperatures range between 90- and 100-degrees Fahrenheit (°F), but often exceed 100°F, and the humidity is generally low. Winter temperatures are often below 60°F during the day and rarely exceed 70°F. On average, the City of Porterville receives approximately 13 inches of precipitation in the form of rain yearly, most of which occurs between October and March (Bestplaces, 2024). The project site would be expected to receive similar amounts of precipitation.

2.1.3 SOILS

Four soils were identified within the project site and are listed in [Table 1](#) (see [Appendix D](#) for the Web Soil Survey Report). The soils are displayed with their core properties in the table below, according to the Major Land Resource Area of California.

Table 1: List of Soils Located on the Project Site and Their Basic Properties.

Soil	Soil Map Unit	Percent of Project Site	Hydric Soil Category	Drainage	Permeability	Runoff
Exeter loam	Loam, 0 to 2 percent slopes	7.5%	Predominantly non-hydric	Moderately well drained	Moderately slow	Medium
Havala loam	Loam, 2 to 5 percent slopes	8.4%	Non-hydric	Well drained	Moderately slow	Slow to moderate
San Joaquin loam	Loam, 0 to 2 percent slopes	55.1%	Predominantly non-hydric	Well and moderately well drained	Very slow	Medium to very high
San Joaquin loam	Loam, 2 to 9 percent slopes	28.8%	Predominantly non-hydric	Well and moderately well drained	Very slow	Medium to very high

The soils of the site are predominantly non-hydric and non-hydric. Predominantly non-hydric soils are defined as no major component listed for a given map unit rated as hydric, and at least one contrasting minor component rated as hydric. Non-hydric soils are defined as no major or minor components for the map unit rated as hydric.

2.2 BIOTIC HABITATS

The project site contained one habitat type: ruderal. This habitat and the constituent plant and animal species that were observed in this habitat is described in more detail in the following sections.

2.2.1 RUDERAL

The ruderal habitat within the project site includes road shoulders and road intersections. Vegetation observed within the disturbed ruderal habitat of the project site included scattered annual blue grass (*Poa annua*), Bermuda grass (*Cynodon dactylon*), bryum moss (*Bryum argenteum*), cheeseweed mallow (*Malva parviflora*), chickweed (*Stellaria media*), common groundsel (*Senecio vulgaris*) doveweed (*Croton setiger*), field bindweed (*Convolvulus arvensis*), flax-leaved horseweed (*Erigeron bonariensis*), smooth crab grass (*Digitaria ischaemum*), silverleaf nightshade (*Solanum Elaeagnifolium*), spotted spurge (*Euphorbia maculata*), Johnson grass (*Sorghum halepense*), white-stemmed filaree (*Erodium moschatum*), Russian thistle (*Kali tragus*), red-stemmed filaree (*Erodium cicutarium*), telegraph weed (*Heterotheca grandiflora*), and wild radish (*Raphanus raphanistrum*).

The ruderal field survey within the project site resulted in the identification of numerous bird species including common raven (*Corvus corax*), house finch (*Haemorrhous mexicanus*), killdeer (*Charadrius vociferus*), Red-tailed hawk (*Buteo jamaicensis*), and white crowned sparrow (*Zonotrichia leucophrys*). A deceased striped skunk (*Mephitis mephitis*) was observed on West Teapot Dome Avenue. Coyotes (*Canis latrans*), and other nocturnal animals (i.e., Virginia opossums (*Didelphis virginianus*)) could occasionally pass through the ruderal habitat on their way to more suitable habitat elsewhere.

2.3 NATURAL COMMUNITIES OF SPECIAL CONCERN AND RIPARIAN HABITAT

Natural communities of special concern are those that are of limited distribution, distinguished by significant biological diversity, or home to special status species. CDFW has classified and mapped all-natural communities in California. Just as the special status plant and animal species, these natural communities of special concern can be found within the CNDDB. There is no recorded observation of a natural community of special concern within the project site. Additionally, no natural communities of special concern were observed during the biological survey.

Riparian habitat is composed of plant communities that occur along the banks, and sometimes over the banks, of most waterways and is an important habitat for numerous wildlife species. CDFW has jurisdiction over most riparian habitats in California. No natural waterways were observed within or adjacent to the project site.

2.4 DESIGNATED CRITICAL HABITAT

The USFWS often designates areas of “critical habitat” when it lists species as threatened or endangered. Critical habitat is a specific geographic area that contains features essential for the conservation of a threatened or endangered species, which may require special management and protection. According to the IPaC, designated critical habitat is absent from the project site and vicinity.

2.5 WILDLIFE MOVEMENT CORRIDORS AND NATIVE WILDLIFE NURSERY SITES

Wildlife movement corridors are routes that animals regularly and predictably follow during seasonal migration, dispersal from native ranges, daily travel within home ranges, and inter-population movements. Movement corridors in California are typically associated with valleys, ridgelines, and rivers and creeks supporting riparian vegetation. The habitat of the project site is common to the area and it is unlikely that the project site is utilized as a wildlife movement corridor.

Native wildlife nursery sites are areas where a species or group of similar species raise their young in a concentrated place, such as maternity bat roosts. No native wildlife nursery sites were found within the project site.

2.6 SPECIAL STATUS PLANTS AND ANIMALS

California contains several rare plant and animal species. In this context, “rare” is defined as a species known to have low populations or limited distributions. This results in rare and sensitive species becoming increasingly more vulnerable to extirpation. State and federal regulations have provided the CDFW and USFWS with a mechanism for conserving and protecting the diversity of plant and animal species native to California. Numerous native plants and animals have been formally designated as “threatened” or “endangered” under state and federal endangered species legislation. Other formal designations include “candidate” for listing or “species of special concern” by CDFW. The CNPS has its list of native plants considered rare, threatened, or endangered. Collectively these animals and plants are referred to as “special status species.”

A query of the CNDDDB for occurrences of special status plant and animal species was conducted for the Porterville 7.5-minute U.S. Geological Survey (USGS) quadrangle that contains the project site, and for the 8 surrounding USGS quadrangles: *Cairns Corner*, *Ducor*, *Fountain Springs*, *Frazier Valley*, *Lindsay*, *Sausalito School*, *Success Dam*, and *Woodville*. A query of the IPaC was also completed for the project site. These species, and their potential to occur within the project site, are listed in [Table 2](#) and [Table 3](#) on the following pages. Other special status species that did not show up in the CNDDDB query, but have the potential to occur in the vicinity, are also included in [Table 3](#). Species lists obtained from CNDDDB and IPaC are available in [Appendix B](#) and [Appendix C](#), respectively. All relevant sources of information, as discussed in the Study Methodology section of this report, as well as field observations, were used to determine if any special status species have the potential to occur within the project site.

Table 2: List of Special Status Plants with Potential to Occur on the project site and/or in the Vicinity.

Species	Status*	Habitat	Occurrence within the Site
Alkali-sink goldfields (<i>Lasthenia chrysantha</i>)	CNPS 1B	Found in vernal pool and wet saline flat habitats in the San Joaquin Valley region at elevations below 700 feet. Blooms February – April.	Absent. Habitats required by this species were absent from the project site.
Brittlescale (<i>Atriplex depressa</i>)	CNPS 1B	Found in chenopod scrub, meadows and seeps, playas, valley and foothill grassland, vernal pools in alkaline, clay soils at elevations below approx. 1,050 feet. Blooms May to October.	Absent. Suitable habitats for this species were absent from the project site and surrounding areas.
Calico monkeyflower (<i>Diplacus pictus</i>)	CNPS 1B	Found in the Sierra Nevada foothills and the Tehachapi mountains in bare, sunny, shrubby areas, around granite outcrops within foothill woodland communities at elevations between 450 and 4,100 feet. Blooms March – May.	Absent. Suitable habitats for this species were absent from the project site and surrounding areas.
California jewelflower (<i>Caulanthus californicus</i>)	FE, CE, CNPS 1B	Found in the San Joaquin Valley and western Transverse Ranges in sandy soils. Occurs on flats and slopes, generally in non-alkaline grassland at elevations	Absent. Suitable habitat was absent from the project site and surrounding areas.

		between 200 and 6,100 feet. Blooms February – April.	
California alkali grass (<i>Puccinellia simplex</i>)	CNPS 1B	Found in the San Joaquin Valley and other parts of California in saline flats and mineral springs within valley grassland and wetland-riparian communities at elevations below 3,000 feet. Blooms March – May.	Absent. Suitable habitat for this species was absent from the project site and surrounding areas.
Chaparral ragwort (<i>Senecio aphanactis</i>)	CNPS 2B	Found in chaparral, cismontane woodland, and coastal scrub, typically within drying alkaline flats at elevations between 50 and 2,800 feet. Blooms February – May.	Absent. Suitable habitat required by this species was absent from the project site and surrounding areas.
Earlimart orache (<i>Atriplex cordulata</i> var. <i>erecticaulis</i>)	CNPS 1B	Found in the San Joaquin Valley in saline and alkaline soils, typically within valley grasslands at elevations below 400 feet. Blooms August – September.	Absent. Suitable habitat required by this species was absent from the project site and surrounding areas.
Keck's checkerbloom (<i>Sidalcea keckii</i>)	CNPS 1B, FE	Occurs in cismontane woodland and valley and foothill grassland communities, typically on grassy slopes in clay soils at elevations between 250 and 1,700 feet. Blooms April – May.	Absent. Suitable habitat required by this species were absent from the project site and surrounding areas.
Lesser saltscale (<i>Atriplex minuscula</i>)	CNPS 1B	Found in the San Joaquin Valley in sandy, alkaline soils in alkali scrub, valley and foothill grassland, and alkali sink communities at elevations below 750 feet. Blooms April – October.	Absent. Habitat required by this species were absent within the project site and surrounding areas.
Lost Hills crownscale (<i>Atriplex cordulata</i> var. <i>erecticaulis</i>)	CNPS 1B	Found in the San Joaquin Valley in dried ponds and vernal pools with alkaline soils in alkali scrub and valley and foothill grasslands at elevations below 2,900 feet. Blooms April – September.	Absent. Suitable habitat required by this species were absent within the project site and surrounding areas.
Recurved larkspur (<i>Delphinium recurvatum</i>)	CNPS 1B	Occurs in chenopod scrub, cismontane woodland, and grassland habitats on poorly drained, fine, alkaline soils; often in valley saltbush or valley chenopod scrub communities at elevations between 100 and 2,600 feet. Blooms March – June.	Absent. Suitable habitats required by this species were absent within the project site and surrounding areas.
San Joaquin adobe sunburst (<i>Pseudobahia peirsonii</i>)	FT, CE, CNPS 1B	Found in the San Joaquin Valley and the Sierra Nevada foothills in bare, dark clay soils in valley and foothill grassland and cismontane woodland communities at elevations	Absent. Suitable habitats and soils required by this species were absent from the project site.

		between 300 and 3,000 feet. Blooms March – May.	
San Joaquin woollythreads (<i>Monolopia congdonii</i>)	FE, CNPS 1B	Occurs in the San Joaquin Valley in sandy soils on alkaline or loamy plains in valley and foothill grassland and alkali scrub communities at elevations between 150 and 2,800 feet. Blooms February – May.	Absent. The habitats required by this species were absent within the project site and surrounding areas.
Shining navarretia (<i>Navarretia nigelliformis</i> ssp. <i>radians</i>)	CNPS 1B	Found in cismontane woodland and valley and foothill grassland communities, sometimes in vernal pools. Occurs at elevations between 200 and 3,200 feet. Blooms May – July.	Absent. Suitable habitats for this species were absent from the project site and surrounding areas.
Spiny-sepaled button-celery (<i>Eryngium spinosepalum</i>)	CNPS 1B	Found in the Sierra Nevada foothills and the San Joaquin Valley in vernal pools, swales, and roadside ditches. Often associated with clay soils in vernal pools within grassland communities. Occurs at elevations between 50 and 4,200 feet. Blooms April – July.	Absent. Suitable habitats required by this species were absent within the project site and surrounding areas.
Springville clarkia (<i>Clarkia springvillensis</i>)	FT, CE, CNPS 1B	Endemic to the woodlands and grasslands of the southern Sierra Nevada, occurring primarily in the Tule River watershed. Found at elevations between 650 and 7,400 feet. Blooms in May.	Absent. Suitable habitats required by this species were absent within the project site and surrounding areas.
Stripped adobe-lily (<i>Fritillaria striata</i>)	CT, CNPS 1B	Found in the Sierra Nevada foothills in adobe soil within valley grassland and foothill woodland communities at elevations below 3,300 feet. Blooms February – April.	Absent. Suitable habitat and required soils were absent within the project site.
Subtle orache (<i>Atriplex subtilis</i>)	CNPS 1B	Found in the San Joaquin Valley in saline depressions in alkaline soils within valley and foothill grassland communities at elevations below 300 feet. Blooms June – October.	Absent. Suitable habitat required by this species was absent within the project site and surrounding areas.

Vernal pool smallscale (<i>Atriplex persistens</i>)	CNPS 1B	Occurs in the Central Valley in alkaline vernal pools at elevations below 400 feet. Blooms June – September.	Absent. Suitable habitat required by this species was absent within the project site and surrounding areas.
--	---------	--	--

Table 3: List of Special Status Animals with Potential to Occur on the Project Site and/or in the Vicinity.

Species	Status*	Habitat	Occurrence within the Site
American badger (<i>Taxidea taxus</i>)	CSSC	Occurs most abundantly in drier open stages of shrub, forest, and herbaceous habitats with friable soils to burrow, but can be found within numerous habitats throughout California, including the margins of agricultural lands. Needs a sufficient prey base of burrowing rodents.	Unlikely. The project site is a road shoulder that is regularly disturbed by vehicles and the surrounding areas are frequently cultivated and maintained agricultural lands. An American badger could potentially pass through the project site, but it is unlikely they would forage or burrow within the project site. The nearest recorded observation of this species within the vicinity was found in the vicinity of Porterville Airport, approximately 500 feet west of the project site.
Blunt-nosed leopard lizard (<i>Gambelia sila</i>)	FE, CE, CFP	Occurs in the San Joaquin Valley region in expansive, arid areas with scattered vegetation. Today they inhabit non-native grassland and alkali sink scrub communities of the valley floor marked by poorly drained, alkaline, and saline soils. They can be found at elevations ranging from 100 to 2,600 feet. They are absent from areas with steep slopes and dense vegetation, and areas subject to seasonal flooding. Adults may excavate shallow burrows but rely on deeper pre-existing rodent burrows for hibernation and reproduction.	Absent. The habitat of the project site is unsuitable for this species and the site and surrounding areas are regularly disturbed and maintained.
Buena Vista Lake Ornate Shrew (<i>Sorex ornatus relictus</i>)	FE, CSSC	Prefers moist soils, inhabiting marshes, swamps, and riparian shrublands in the Tulare Basin. Uses stumps, logs, and leaf litter for cover.	Absent. Suitable habitats required by this species were absent from the project site.
California condor (<i>Gymnogyps californianus</i>)	FE, CE, CFP	Typically nests in cavities in canyon or cliff faces but has also been recorded nesting in giant sequoias in Tulare County. Requires vast expanse of open savannah, grassland, and/or foothill chaparral in mountain	Absent. Suitable habitats required by this species were absent within the project site and surrounding areas.

Species	Status*	Habitat	Occurrence within the Site
		ranges of moderate altitude. Forages for carrion up to 100 miles from their roost/nest sites.	
Crotch bumble bee (<i>Bombus crotchii</i>)	CCE	Occurs throughout coastal California, as well as east to the Sierra Nevada-Cascade crest, and south into Mexico. Food plant genera include snapdragons, scorpionweeds, primroses, poppies, and buckwheats.	Unlikely. Suitable food plant genera required for this species were absent from the project site. Also, the project site is surrounded by maintained agricultural lands and citrus orchards. A crotch bumble bee could potentially pass through the project site, but it is unlikely they would forage within the project site. The nearest recorded observation of this species within the vicinity was approximately 2.8 miles northeast of the project site in 1963.
Monarch butterfly (<i>Danaus plexippus</i>)	FC	Roosts in wind-protected tree groves (eucalyptus, Monterey pine, cypress), with nectar and water sources nearby. Larval host plants consist of milkweeds (<i>Asclepias</i> sp.). Winter roost sites extend along the Pacific coast from northern Mendocino to Baja California, Mexico.	Absent. Suitable habitat required by this species was absent from the project site.
Northern California legless lizard (<i>Anniella pulchra</i>)	CSSC	Found primarily underground, burrowing in loose, sandy soil. Forages in loose soil and leaf litter during the day. Occasionally observed on the surface at dusk and night.	Absent. Suitable habitat required by this species was absent from the project site.
Northwestern pond turtle (<i>Actinemys marmorata</i>)	FPT	An aquatic turtle of ponds, marshes, slow-moving rivers, streams, and irrigation ditches with riparian vegetation. Requires adequate basking sites and sandy banks or grassy open fields to deposit eggs.	Absent. Suitable habitat required by this species was absent within the project site and surrounding areas.
Pallid bat (<i>Antrozous pallidus</i>)	CSSC	Found in grasslands, chaparral, and woodlands, where it feeds on ground- and vegetation-dwelling arthropods, and occasionally takes insects in flight. Prefers to roost in rock crevices, but may also use tree cavities, caves, bridges, and other human-made structures.	Unlikely. Suitable habitat required by this species was absent within the project site. The nearest recorded observation of this species occurred approximately 5.5 miles east of the project site in 1946.
San Joaquin kit fox (<i>Vulpes macrotis mutica</i>)	FE, CT	Opportunistically forages in a variety of habitats. Dens in burrows within alkali sink, valley grassland, and woodland habitats in valleys and adjacent foothills and in human-made	Unlikely. The site and surrounding areas are regularly maintained for agricultural purposes and are unsuitable for this species. This species is not expected to occur except, perhaps, as a transient. The

Species	Status*	Habitat	Occurrence within the Site
		structures in cities, rangeland, and agricultural areas.	nearest recorded observation of this species occurred approximately 200 feet west of the project site in 1975.
Swainson's hawk (<i>Buteo swainsoni</i>)	CT	Nests in large trees in open areas adjacent to grasslands, grain or alfalfa fields, or livestock pastures suitable for supporting rodent populations.	Unlikely. Suitable habitat required by this species was absent within the project site. The nearest recorded observation was approximately 4.8 miles northwest of the project site in 2017.
Tipton kangaroo rat (<i>Dipodomys nitratooides nitratooides</i>)	FE, CE	Inhabits saltbush scrub and sink scrub communities in the Tulare Lake Basin of the southern San Joaquin Valley. This species needs soft friable soils to burrow.	Absent. Suitable habitat required by this species is absent from the project site.
Townsend's big-eared bat (<i>Corynorhinus townsendii</i>)	CSSC	Occurs in a variety of habitats, but prefers cool, dark roost sites, and is often found in caves and mines. They roost in the open, hanging from walls and ceilings. Western populations typically forage on moths in areas of dense foliage.	Absent. Suitable habitat required by this species is absent from the project site.
Tricolored blackbird (<i>Agelaius tricolor</i>)	CT, CSSC	Nests colonially near fresh water in dense cattails or tules, or in thickets of riparian shrubs. Forages in grassland and cropland. Large colonies are often found foraging in dairy farm feed fields.	Unlikely. The project site and surrounding areas lack suitable habitat for this species. The nearest recorded observation of this species occurred approximately 5.7 miles northeast of the project site in 1971.
Valley elderberry longhorn beetle (<i>Desmocerus californicus dimorphus</i>)	FT	Lives in mature elderberry shrubs in the Central Valley and adjacent foothills from Tehama County south through Merced and Mariposa Counties with two scattered populations in Madera and Fresno Counties. Adults are active from March to June.	Absent. Elderberry shrubs that are required by this species are absent from the project site and surrounding areas.
Vernal pool fairy shrimp (<i>Branchinecta lynchi</i>)	FT	Occupies vernal and seasonal pools, with clear to tea-colored water, in grass or mud-bottomed swales, and basalt depression pools.	Unlikely. The project site is within road shoulders and intersections, which are regularly maintained for agricultural purposes and are unsuitable for this species. The nearest recorded observation of this species occurred adjacent to the project site near the intersection of West Teapot Dome Avenue and California State Route 65 in 2002.
Western mastiff bat (<i>Eumops perotis californicus</i>)	CSSC	Found in open, arid to semi-arid habitats, including dry desert washes, flood plains, chaparral, oak woodland, open ponderosa pine forest, grassland, and agricultural areas, where it feeds	Absent. Suitable habitat required by this species was absent from the project site.

Species	Status*	Habitat	Occurrence within the Site
		on insects in flight. Roosts most commonly in crevices in cliff faces but may also use high buildings and tunnels.	
Western spadefoot <i>(Spea hammondi)</i>	FPT, CSSC	The majority of the time this species is terrestrial and occurs in small mammal burrows and soil cracks, sometimes in the bottom of dried pools. Prefers open areas with sandy or gravelly soils, in a variety of habitats including mixed woodlands, grasslands, coastal sage scrub, chaparral, sandy washes, lowlands, river floodplains, alluvial fans, playas, alkali flats, foothills, and mountains. Vernal or seasonal pools, that hold water for a minimum of three weeks, are necessary for breeding.	Absent. The project site includes road shoulders and intersections, which are regularly maintained for agricultural purposes and unsuitable for this species.

***EXPLANATION OF OCCURRENCE DESIGNATIONS AND STATUS CODES**

Present:	Species observed on the project site at time of field surveys or during recent past.
Likely:	Species not observed on the project site, but it may reasonably be expected to occur there on a regular basis.
Possible:	Species not observed on the project site, but it could occur there from time to time.
Unlikely:	Species not observed on the project site, and would not be expected to occur there except, perhaps, as a transient.
Absent:	Species not observed on the project site and precluded from occurring there due to absence of suitable habitat.

STATUS CODES

FE	Federally Endangered	CE	California Endangered
FT	Federally Threatened	CCE	California Endangered (Candidate)
FC	Federal Candidate	CT	California Threatened
		CFP	California Fully Protected
		CSSC	California Species of Special Concern

CNPS LISTING

1B	Plants rare, threatened, or endangered in California and elsewhere.
----	---

3 IMPACTS AND MITIGATION

3.1 SIGNIFICANCE CRITERIA

3.1.1 CEQA

General plans, area plans, and specific projects are subject to the provisions of CEQA. The purpose of CEQA is to assess the impacts of proposed projects on the environment prior to project implementation. Impacts to biological resources are just one type of environmental impact assessed under CEQA and vary from project to project in terms of scope and magnitude. Projects requiring removal of vegetation may result in the mortality or displacement of animals associated with this vegetation. Animals adapted to humans, roads, buildings, and pets may replace those species formerly occurring on a site. Plants and animals that are rare may be destroyed or displaced. Sensitive habitats such as wetlands and riparian woodlands may be altered or destroyed. Such impacts may be considered either “significant” or “less than significant” under CEQA. According to *CEQA Statute and Guidelines* (AEP 2023), “significant effect on the environment” means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic interest. Specific project impacts to biological resources may be considered “significant” if they would:

- Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS;
- Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the CDFW or USFWS;
- Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (CWA) (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means;
- Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites.
- Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance; or
- Conflict with the provisions of an adopted Habitat Conservation Plan (HCP), Natural Community Conservation Plan (NCCP), or other approved local, regional, or state HCP.

Furthermore, CEQA Guidelines Section 15065(a) states that a project may trigger the requirement to make a “mandatory finding of significance” if the project has the potential to:

“Substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of an endangered, rare or threatened species, or eliminate important examples of the major periods of California history or prehistory.”

3.1.2 NEPA

Federal projects are subject to the provisions of NEPA. The purpose of NEPA is to assess the effects of a proposed action on the human environment, assess the significance of those effects, and recommend measures that if implemented would mitigate those effects. As used in NEPA, a determination that certain

effects on the human environment are “significant” requires considerations of both context and intensity (40 Code of Federal Regulations (CFR) 1508.27).

For the purposes of assessing effects of an action on biological resources, the relevant context is often local. The analysis may, however, require a comparison of the action area’s biological resources with the biological resources of an entire region. Project activities must have a federal nexus and discuss federally listed species, and/or designated critical habitat that may be affected in the action area.

Federal agencies are required to determine whether their actions may affect listed or proposed species and designated critical habitat. The primary role of this document is to provide agencies conclusion and the rationale to support those conclusions regarding the effects of any proposed actions of the project on protected resources. Document content and recommended elements are identified in 50 CFR 402.12(f).

Under section 7 of the Endangered Species Act, federal agencies must consult with NOAA Fisheries or the USFWS, depending on the species, through an informal or formal consultation when any action the agency carries out, funds, or authorizes may affect either a species listed as threatened or endangered under the Act, or any critical habitat designated for it.

Once resources are assessed an Endangered Species Act Section 7 finding needs to be made regarding proposed or listed species and/or designated critical habitat that may be present in the project area. This report will provide the necessary information for the lead federal agency to make a determination on effects. This finding may result in one of the following determinations:

- “No effect” - means there will be no impacts, positive or negative, to listed or proposed resources. Generally, this means no listed resources will be exposed to action and its environmental consequences. Concurrence from the Service is not required.
- “May affect, but not likely to adversely affect” means that all effects are beneficial, insignificant, or discountable. Beneficial effects have contemporaneous positive effects without any adverse effects to the species or habitat. Insignificant effects relate to the size of the impact and include those effects that are undetectable, not measurable, or cannot be evaluated. Discountable effects are those extremely unlikely to occur. These determinations require written concurrence from the Service.
- “May affect, likely to adversely affect” means that listed resources are likely to be exposed to the action or its environmental consequences and will respond in a negative manner to the exposure.

3.2 RELEVANT GOALS, POLICIES, AND LAWS

3.2.1 TULARE COUNTY GENERAL PLAN

The Tulare County General Plan contains the following goals and policies related to Environmental Resource Management (ERM) and Biological Resources (section 8.1) related to the project:

3.2.1.1.1 THREATENED AND ENDANGERED SPECIES

ERM-1.1: *Protection of Rare and Endangered Species.*

The County shall ensure the protection of environmentally sensitive wildlife and plant life, including those species designated as rare, threatened, and/or endangered by State and/or Federal government, through compatible land use development.

ERM-1.2: *Development in Environmentally Sensitive Areas.*

The County shall limit or modify proposed development within areas that contain sensitive habitat for special status species and direct development into less significant habitat areas.

Development in natural habitats shall be controlled so as to minimize erosion and maximize beneficial vegetative growth.

3.2.2 PORTERVILLE 2030 GENERAL PLAN

The Porterville 2030 General Plan contains the following relevant goals and policies of Open Space and Conservation Guiding (OSC-G) and Implementation (OSC-I) related to Biological Resources (Section 6.4) related to the project:

3.2.2.1.1 GUIDING POLICY

OSC-G-7: Protect habitat for special status species, designated under State and federal law.

3.2.2.1.2 IMPLEMENTATION POLICIES

OSC-I-26: Adopt habitat conservation regulations, including requirements and incentives to incorporate natural wildlife habitat features into new development and public landscapes, parks, and other public facilities.

The regulations will require adequate mitigation measures (e.g., selective preservation, replanting, sensitive site planning, etc.) for all development that will adversely impact significant biological resources, consistent with State and federal law.

OSC-I-28: Require protection of sensitive habitat areas and special status species in new development site designs in the following order: 1) Avoidance; 2) onsite mitigation, 3) offsite mitigation, and 4) purchase of mitigation credits.

OSC-I-29: Require assessments of biological resources prior to approval of any development within 300 feet of any creeks, sensitive habitat areas, or areas of potential sensitive status species.

The term “special status” species includes species classified as rare and endangered. These priorities are consistent with the California Department of Fish and Game guidelines. When habitat preservation on-site is not feasible (i.e., preserved parcels would be too small to be of any value), then off-site mitigation should occur.

OSC-I-30: Adopt regulations to promote water-conserving landscape plans, including the use of drought tolerant plants.

OSC-I-32: Identify and protect wildlife movement corridors that serve critical habitats to minimize wildlife-urban conflicts.

OSC-I-35: Consult with all responsible agencies about wetland and vernal pool habitat potentially affected by development.

This consultation will occur as part of the environmental review process.

OSC-I-36: Establish a “no net loss” policy for wetlands and vernal pools, including credits for land banking and off-site mitigation, and maintain a protection zone around wetlands, riparian corridors, and identified habit areas where development shall not occur, except as part of a parkway enhancement program (e.g., trails and bikeways).

Protection zones will be determined on case-by-case based on biological studies and field assessment.

3.2.3 PORTERVILLE DEVELOPMENT ORDINANCE (ZONING)

The City of Porterville Development Ordinance (Zoning) contains the following relevant goals and policies related to Additional Use and Development Regulations (*Chapter 300 Section .05*) Habitat Conservation relating to the project's project sites:

3.2.3.1.1 HABITAT CONSERVATION

New development shall be located to protect and preserve areas in which plant and/or animal life or its habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which would easily be disturbed or degraded by human activities and development. The provisions of this section apply to discretionary development projects proposed within or adjacent to (within 300 feet of the boundary of) sensitive habitat areas designated in the General Plan.

- (a) **Site Design.** *Sensitive habitat areas shall be protected by any of the following means: 1) avoidance; 2) onsite mitigation; 3) offsite mitigation; and 4) purchase of mitigation credits.*
- (b) **Biological Report.** *A discretionary development application for a project on a site located within or adjacent to (within 300 feet of the boundary of) sensitive habitat areas designated in the General Plan shall also include a report commissioned by the City that contains the following:*
 - (1) *An evaluation of the impact the development may have on the habitat, and whether the development will be consistent with the biological continuance of the habitat. Maximum feasible mitigation measures to protect the resource shall be identified and a program for monitoring and evaluating the effectiveness of the mitigation measures shall be included.*
 - (2) *Conditions of approval recommendations for the restoration of damaged habitats, where feasible.*
- (c) **Required Findings.** *Approval of a development permit for a project within or adjacent to identified habitat areas shall not occur unless the applicable review body first finds that:*
 - (1) *There will be no significant negative impact on the identified sensitive habitat and the proposed use will be consistent with the biological continuance of the habitat.*
 - (2) *The proposed use will not significantly disrupt the habitat.*
 - (3) *Adequate mitigation measures are required to mitigate impacts to significant biological resources.*
 - (4) *There has been "no net loss" of wetlands and vernal pools. Disturbed wetlands and vernal pools have been replaced.*
 - (5) *Where feasible, damaged habitats will be restored as a condition of development approval.*

3.2.4 THREATENED AND ENDANGERED SPECIES

Permits may be required from CDFW and/or USFWS if activities associated with a project have the potential to result in the “take” of a species listed as threatened or endangered under the California Endangered Species Act (CESA) and/or Endangered Species Act (ESA), respectively. Take is defined by CESA as, “to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture or kill” (California Fish and Game Code, Section 86). Take is more broadly defined by the ESA to include “harm” (16 USC, Section 1532(19), 50 CFR, Section 17.3). CDFW and USFWS are responsible agencies under CEQA and NEPA. Both agencies review CEQA and NEPA documents in order to determine the adequacy of the treatment of endangered species issues and to make project-specific recommendations for their conservation.

3.2.5 DESIGNATED CRITICAL HABITAT

When species are listed as threatened or endangered, the USFWS often designates areas of “critical habitat” as defined by section 3(5)(A) of the ESA. Critical habitat is a term defined in the ESA as a specific geographic area that contains features essential for the conservation of a threatened or endangered species and that may require special management and protection. Critical habitat is a tool that supports the continued conservation of imperiled species by guiding cooperation with the federal government. Designations only affect federal agency actions or federally funded or permitted activities. Critical habitat does not prevent activities that occur within the designated area. Only activities that involve a federal permit, license, or funding and are likely to destroy or adversely modify critical habitat will be affected.

3.2.6 MIGRATORY BIRDS

The Migratory Bird Treaty Act (MBTA: 16 USC 703-712) prohibits killing, possessing, or trading in any bird species covered in one of four international conventions to which the United States is a party, except in accordance with regulations prescribed by the Secretary of the Interior. The name of the act is misleading, as it covers almost all bird’s native to the United States, even those that are non-migratory. The MBTA encompasses whole birds, parts of birds, and bird nests and eggs. Additionally, California Fish and Game Code makes it unlawful to take or possess any non-game birds covered by the MBTA (Section 3513), as well as any other native non-game birds (Section 3800).

3.2.7 BIRDS OF PREY

Birds of prey are protected in California under provisions of California Fish and Game Code (Section 3503.5), which states that it is unlawful to take, possess, or destroy any birds in the order Falconiformes (hawks and eagles) or Strigiformes (owls), as well as their nests and eggs. The bald eagle and golden eagle are afforded additional protection under the Bald and Golden Eagle Protection Act (16 USC 668), which makes it unlawful to kill birds or their eggs, or take feathers or nests, without a permit issued by the U.S. Secretary of the Interior.

3.2.8 NESTING BIRDS

In California, protection is afforded to the nests and eggs of all birds. California Fish and Game Code (Section 3503) states that it is “unlawful to take, possess, or needlessly destroy the nest or eggs of any bird except as otherwise provided by this code or any regulation adopted pursuant thereto.” Breeding-season disturbance that causes nest abandonment and/or loss of reproductive effort is considered a form of “take” by the CDFW.

3.2.9 WETLANDS AND OTHER “JURISDICTIONAL WATERS”

The definition of “waters of the United States” (WOTUS) often changes from one presidential administration to the next. The current definition, established under the Biden Administration that became effective on March 20, 2023 (i.e., “new rule”), has adopted much of the same WOTUS designations as the pre-2015 rules, but has incorporated the most recent science and court case rulings. Traditional navigable waters, territorial seas, and interstate waters remain covered under the new rule. Natural drainage channels and adjacent wetlands may be considered “waters of the United States” or “jurisdictional waters” subject to the jurisdiction of the USACE if there is a “relatively permanent” surface water connection, or

“significant nexus” to WOTUS. The extent of jurisdiction has been defined in the Code of Federal Regulations but is also subject to interpretation by the federal courts. Jurisdictional waters generally include the following categories:

- 1) *Waters which are:*
 - a. *Currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide;*
 - b. *The territorial seas; or*
 - c. *Interstate waters, including interstate wetlands;*
- 2) *Impoundments of waters otherwise defined as WOTUS under this definition, other than impoundments of waters identified under item (5) of this section;*
- 3) *Tributaries of waters identified in items (1) or (2) of this section:*
 - a. *That are relatively permanent, standing or continuously flowing bodies of water; or*
 - b. *That either alone or in combination with similarly situated waters in the region, significantly affect the chemical, physical, or biological integrity of waters identified in item (1) of this section;*
- 4) *Wetlands adjacent to the following waters:*
 - a. *Waters identified in item (1) of this section; or*
 - b. *Relatively permanent, standing or continuously flowing bodies of water identified in items (2) or (3)(i) of this section and with a continuous surface connection to those waters; or*
 - c. *Waters identified in items (2) or (3) of this section when the wetlands either alone or in combination with similarly situated waters in the region, significantly affect the chemical, physical, or biological integrity of waters identified in item (1) of this section;*
- 5) *Intrastate lakes and ponds, streams, or wetlands not identified in items (1) through (4) of this section:*
 - a. *That are relatively permanent, standing or continuously flowing bodies of water with a continuous surface connection to the waters identified in items (1) or (3)(i) of this section; or*
 - b. *That either alone or in combination with similarly situated waters in the region, significantly affect the chemical, physical, or biological integrity of waters identified in item (1) of this section.*

Prior exclusions have been consolidated under the new rule, which excludes from jurisdiction any feature that satisfies the following terms:

- *Waste treatment systems, including treatment ponds or lagoons;*
- *Prior converted cropland;*
- *Ditches excavated wholly in and draining only dry land and do not carry a relatively permanent flow of water;*
- *Artificially irrigated areas that would revert to dry land if irrigation ceased;*
- *Artificial lakes or ponds created by excavating or diking dry land for the use of stock watering, irrigation, settling basins or rice growing;*
- *Artificial reflecting or swimming pools;*
- *Waterfilled depressions created in dry land; and*
- *Swales and erosional features (ex. gullies and small washes) characterized by low volume, infrequent, or short duration flow.*

The new rule has incorporated the best available science, relevant supreme court cases, public comment, technical expertise, and experience gained from more than 45 years of implementing the pre-2015 “waters of the United States” framework to inform jurisdictional limits. One significant court case involves the U.S. Supreme Court in its *2001 Solid Waste Agency of Northern Cook County v. United States Army Corps of*

Engineers (SWANCC) decision. It was determined that channels and wetlands isolated from other jurisdictional waters cannot be considered jurisdictional on the basis of their use, hypothetical or observed, by migratory birds.

Similarly, in its 2006 consolidated *Carabell/Rapanos* decision, the United States Supreme Court ruled that a significant nexus between a wetland and other navigable waters must exist for the wetland itself to be considered jurisdictional waters. The Supreme Court heard *Sackett v. United States Environmental Protection Agency (EPA)* in May 2023, to determine governing standards of a significant nexus between waters of the United States and adjacent wetlands. The court decided that adjacent wetlands would be protected under the CWA only if it maintained a continuous surface water connection with a federal water body. This decision has limited protection for networks of wetlands connected to navigable waters through subsurface flow. The final decision is anticipated to be published in October 2023.

The USACE regulates the filling or grading of waters of the United States. under the authority of Section 404 of the CWA. The extent of jurisdiction within drainage channels is defined by “ordinary high-water marks” on opposing channel banks. All activities that involve the discharge of dredge or fill material into Waters of the United States are subject to the permit requirements of the USACE. Such permits are typically issued on the condition that the applicant agrees to provide mitigation that results in no net loss of wetland functions or values. No permit can be issued until the RWQCB issues a Section 401 Water Quality Certification (or waiver of such certification) verifying that the proposed activity will meet state water quality standards.

Under the Porter-Cologne Water Quality Control Act of 1969, the SWRCB has regulatory authority to protect the water quality of all surface water and groundwater in the State of California (“Waters of the State”). Nine RWQCBs oversee water quality at the local and regional level. The RWQCB for a given region regulates discharges of fill or pollutants into Waters of the State through the issuance of various permits and orders. Discharges into Waters of the State that are also Waters of the United States require a Section 401 Water Quality Certification from the RWQCB as a prerequisite to obtaining certain federal permits, such as a Section 404 Clean Water Act permit. Discharges into all Waters of the State, even those that are not also Waters of the United States, require Waste Discharge Requirements (WDRs), or waivers of WDRs, from the RWQCB. The RWQCB also administers the Construction Storm Water Program and the federal National Pollution Discharge Elimination System (NPDES) program. Projects that disturb one acre or more of soil must obtain a Construction General Permit under the Construction Storm Water Program. A prerequisite for this permit is the development of a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer. Projects that discharge wastewater, storm water, or other pollutants into a Water of the United States may require a NPDES permit.

CDFW has jurisdiction over the bed and bank of natural drainages and lakes according to provisions of Section 1601 and 1602 of the California Fish and Game Code. Activities that may substantially modify such waters through the diversion or obstruction of their natural flow, change or use of any material from their bed or bank, or the deposition of debris require a notification of a Lake or Streambed Alteration. If CDFW determines that the activity may adversely affect fish and wildlife resources, a Lake or Streambed Alteration Agreement will be prepared. Such an agreement typically stipulates that certain measures will be implemented to protect the habitat values of the lake or drainage in question.

3.3 POTENTIALLY SIGNIFICANT PROJECT-RELATED IMPACTS AND MITIGATION

Species protected by California Fish and Game Code, CDFW, USFWS, CEQA or NEPA that have the potential to be impacted by project activities include nesting migratory birds and raptors. Corresponding mitigation measures can be found below.

3.3.1 PROJECT-RELATED MORTALITY AND/OR DISTURBANCE OF NESTING MIGRATORY RAPTORS AND BIRDS

The project site contains suitable nesting and foraging habitat for a variety of migratory bird species, including raptors. It is anticipated that during the nesting bird season, birds could nest on the ground or in shrubs, trees, or structures within the project site and forage within the project site. Migratory birds nesting within the project site during construction have the potential to be injured or killed by project-related activities. In addition to the direct “take” of migratory nesting birds, nesting birds within the project site or adjacent areas could be disturbed by project-related activities resulting in nest abandonment. Projects that adversely affect the nesting success of raptors and migratory birds or result in the mortality of individual would be a violation of state and federal laws and considered a significant impact under CEQA and NEPA.

While foraging habitat for migratory birds and raptors is present on the site, there will be no loss of foraging habitat from implementation of the project. Loss of foraging habitat for migratory birds and raptors is not considered a significant impact.

Implementation of the following measures will reduce potential impacts to nesting raptors and migratory birds to a less than significant level under CEQA and NEPA and will help the project comply with state and federal laws protecting these avian species.

Mitigation Measure BIO-1a (Avoidance): The project’s construction activities will occur, if feasible, between September 1 and January 31 (outside of the nesting bird season) to avoid impacts to nesting birds.

Mitigation Measure BIO-1b (Pre-construction Surveys): If activities must occur within the nesting bird season (February 1 to August 31), a qualified biologist will conduct a pre-construction survey for active migratory bird nests no more than seven days prior to the start of the construction within the project site and surrounding lands up to 100 feet from the project site and for active raptor nests within the project site and all accessible lands up to 500 feet from the project site. All raptor nests would be considered “active” upon the nest-building stage.

Mitigation Measure BIO-1c (Avoidance Buffers): On discovery of any active nests near work areas, the biologist will determine appropriate construction setback distances (avoidance buffers) based on applicable CDFW and/or USFWS guidelines, the biology of the species, and work and site conditions. If necessary, avoidance buffers will be identified with flagging, fencing, or other easily visible means, and will be maintained until the biologist has determined that the nestlings have fledged.

3.4 SECTION 7 DETERMINATIONS

In addition to the effects analysis performed in [Table 2](#) and [Table 3](#) of this document, [Table 4](#) summarizes project effect determinations for federally-listed species found on the CNDDDB list generated on January 3, 2024, and the USFWS IPaC list generated on January 4, 2024 (see [Appendix B](#) and [Appendix C](#), respectively), in accordance with Section 7 of the Endangered Species Act.

Table 4: Section 7 Determinations

Species	Determination	Rationale for Determination
Buena Vista Lake Ornate Shrew (<i>Sorex ornatus relictus</i>)	No effect	Habitat absent. Habitats required by this species were absent from the project site.
Blunt-nosed leopard lizard (<i>Gambelia sila</i>)	No effect	Habitat absent. Habitats required by this species were absent from the project site.

Species	Determination	Rationale for Determination
California condor (<i>Gymnogyps californianus</i>)	No effect	Habitat absent. Habitats required by this species for nesting and foraging were absent from the project site.
California jewelflower (<i>Caulanthus californicus</i>)	No effect	Habitat absent. Habitats required by this species were absent from the project site.
Keck's checkerbloom (<i>Sidalcea keckii</i>)	No effect	Habitat absent. Habitats required by this species were absent from the project site.
Monarch butterfly (<i>Danaus plexippus</i>)	No effect	Habitat absent. Habitats required by this species were absent from the project site.
Northwestern pond turtle (<i>Actinemis marmorata</i>)	No effect	Habitat absent. Habitats required by his species were absent from the project site.
San Joaquin adobe sunburst (<i>Pseudobahia peirsonii</i>)	No effect	Habitat absent. Habitats required by this species were absent from the project site.
San Joaquin kit fox (<i>Vulpes macrotis mutica</i>)	No effect	Habitat absent. Habitats required by this species were absent from the project site. This species may travel through the project site.
San Joaquin woollythreads (<i>Monolopia congdonii</i>)	No effect	Habitat absent. Habitats required by this species were absent from the project site.
Springville clarkia (<i>Clarkia springvillensis</i>)	No effect	Habitat absent. Habitats required by this species were absent from the project site.
Tipton kangaroo rat (<i>Dipodomys nitratoides nitratoides</i>)	No effect	Habitat absent. Habitats required by this species were absent from the project site.
Valley elderberry longhorn beetle (<i>Desmocerus californicus dimorphus</i>)	No effect	Habitat absent. Habitats required by this species were absent from the project site.
Vernal pool fairy shrimp (<i>Branchinecta lynchi</i>)	No effect	Habitat absent. Vernal pool habitat was absent within the project site and surrounding areas.

3.5 LESS THAN SIGNIFICANT PROJECT-RELATED IMPACTS

3.5.1 PROJECT-RELATED IMPACTS TO SPECIAL STATUS PLANT SPECIES ABSENT FROM, OR UNLIKELY TO OCCUR ON, THE PROJECT SITE

Of the 19 regionally occurring special status plant species, all are considered absent from or unlikely to occur within the project site due to past or ongoing disturbance and/or the absence of suitable habitat.

Since it is unlikely that these species would occur onsite, implementation of the project should have no impact on these 19 special status plant species through construction mortality, disturbance, or loss of habitat. Mitigation measures are not warranted.

3.5.2 PROJECT-RELATED IMPACTS TO SPECIAL STATUS ANIMAL SPECIES ABSENT FROM, OR UNLIKELY TO OCCUR ON, THE PROJECT SITE

Of the 17 regionally occurring special status animal species, all are considered absent from or unlikely to occur within the project site due to past or ongoing disturbance and/or the absence of suitable habitat.

Since it is unlikely that these species would occur onsite, implementation of the project should have no impact on these 17 special status species through construction mortality, disturbance, or loss of habitat. Mitigation measures are not warranted.

3.5.3 PROJECT-RELATED IMPACTS TO RIPARIAN HABITAT AND NATURAL COMMUNITIES OF SPECIAL CONCERN

Riparian habitat and natural communities of special concern were absent from the project site. There are no CNDDDB-designated “natural communities of special concern” recorded within the project site or surrounding lands. Mitigation measures are not warranted.

3.5.4 PROJECT-RELATED IMPACTS TO REGULATED WATERS, WETLANDS, AND WATER QUALITY

There are no natural or artificial aquatic features within the project site. Therefore, project activities would not result in direct impacts to regulated waters, wetlands, and water quality. Mitigation measures are not warranted.

Since construction would involve ground disturbance over an area greater than one acre, the project would be required to obtain a Construction Stormwater General Permit under the Storm Water Program administered by the RWQCB. A prerequisite for this permit is the development of a Storm Water Pollution Prevention Plan (SWPPP) so construction activities do not adversely affect water quality.

3.5.5 PROJECT-RELATED IMPACTS TO WILDLIFE MOVEMENT CORRIDORS AND NATIVE WILDLIFE NURSERY SITES

The project site does not have any features that would be used as wildlife movement corridors. While the project does not have features that may be used as native wildlife nursery sites. Mitigation measures are not warranted.

3.5.6 PROJECT-RELATED IMPACTS TO CRITICAL HABITAT

Designated critical habitat is absent from the project site and surrounding lands. Therefore, there would be no impact to critical habitat, and mitigation measures are not warranted.

3.5.7 LOCAL POLICIES OR HABITAT CONSERVATION PLANS

The project appears to be consistent with the goals and policies of the Tulare County General Plan and the Porterville 2030 General Plan. There are no known HCPs or NCCPs in the project vicinity. Mitigation measures are not warranted.

3.5.8 PROJECT-RELATED IMPACT TO ESSENTIAL FISH HABITAT

Essential Fish Habitat (EFH) and Habitat Areas of Particular Concern (HAPC) are absent from the project site and surrounding lands, and consultation with the National Marine Fisheries (NMFS) Service would not be required. Query results of the NMFS EHF Mapper can be found in [Appendix E](#) at the end of this document. Mitigation measures are not warranted.

4 REFERENCES

- Baldwin, B., Goldman, D. H., Keil, D., Patterson, R., Rosatti, T., & Wilken, D. (2012). *The Jepson Manual: Vascular Plants of California, second edition*. Berkeley: University of California Press. Retrieved January 2024
- Bestplaces. (2024). *Porterville, California Climate*. Retrieved January 2024, from Bestplaces: <https://www.bestplaces.net/climate/city/california/Porterville>
- Calflora. (2023). Retrieved from Calflora: Information on California Plants for Education, Research and Conservation: <http://www.calflora.org/>
- California Department of Conservation Fish and Wildlife. (2022). *California Department of Conservation Fish and Wildlife*. Retrieved January 2024, from California Department of Conservation Fish and Wildlife: <https://wildlife.ca.gov/Data/CNDDDB>
- California Department of Fish and Wildlife (CDFW). (2018, March). *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities*. Retrieved January 2024, from <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18959&inline>
- California Department of Fish and Wildlife. (2012). *Staff Report on Burrowing Owl Mitigation*. Retrieved January 2024
- California Department of Fish and Wildlife. (2023). *State and federally listed endangered, threatened, and rare plants of California*. Retrieved January 2024, from <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=109390&inline>
- California Natural Diversity Database (CNDDDB). (2023). *California Department of Fish and Wildlife. California Natural Diversity Database (CNDDDB)*. Retrieved January 2024
- City of Porterville. (2021a). *Development Ordinance (Zoning)*. Retrieved 2024, from [https://www.ci.porterville.ca.us/departments/community_development/development_ordinance_\(zoning\).php](https://www.ci.porterville.ca.us/departments/community_development/development_ordinance_(zoning).php)
- City of Porterville. (2021b). *Porterville 2030 General Plan*. Retrieved 2024
- Department of Water Resources. (n.d.). Retrieved January 2024, from Groundwater Basin Boundary Assessment Tool (BBAT): <http://gis.water.ca.gov/app/bbat/>
- eBird, Cornell Lab of Ornithology. (2023). Retrieved January 2024, from eBird: An online database of bird distribution and abundance: <https://ebird.org/>
- iNaturalist. (2023). *Observations of Special Status Species*. Retrieved January 2024, from iNaturalist: <https://www.inaturalist.org/>
- Jepson Flora Project (eds.). (2023). Retrieved January 2024, from Jepson eFlora: <http://ucjeps.berkeley.edu/eflora/>
- Natural Resource Conservation Service. (2023). *NRCS Hydric Soils List*. Retrieved January 2024, from <https://www.nrcs.usda.gov/publications/Lists%20of%20Hydric%20Soils%20-%20Query%20by%20Soil%20Survey%20Area%20Map%20Unit%20Rating.html>

- Sibley, D. A. (n.d.). *The Sibley Guide to Birds* (Second ed.). Knopf. Retrieved January 2024
- State Water Resources Control Board. (2021, April 6). State Wetland Definition and Procedures for Discharge of Dredged or Fill Material to Waters of the State. Retrieved January 2024
- Swainson's Hawk Technical Advisory Committee. (2000, May). Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley. CA: CDFW. Retrieved January 2024
- The National Oceanic and Atmospheric Administration Habitat Conservation. (2023). Essential Fish Habitat Mapper. Retrieved January 2024, from https://www.habitat.noaa.gov/apps/efhmapper/?page=page_5
- Tulare County. (2012). *Tulare County General Plan*. Retrieved January 2024, from General Plan - Porterville, California:
<https://generalplan.co.tulare.ca.us/documents/GP/001Adopted%20Tulare%20County%20General%20Plan%20Materials/000General%20Plan%202030%20Part%20I%20and%20Part%20II/GENERAL%20PLAN%202012.pdf>
- United States Army Corps of Engineers. (1987). *Corps of Engineers Wetlands Delineation Manual*. Department of the Army. Retrieved January 2024
- United States Environmental Protection Agency (USEPA). (2022). *Waters GeoViewer*. Retrieved January 2024, from <https://www.epa.gov/waterdata/waters-geoviewer>
- United States Fish and Wildlife Service. (1998). *Recovery Plan for Upland Species of the San Joaquin Valley, California*. Retrieved January 2024
- United States Fish and Wildlife Service. (2011). *Standardized Recommendations for Protection of the San Joaquin Kit Fox Prior to or During Ground Disturbance*. Retrieved January 2024
- United States Fish and Wildlife Service. (2023). *Environmental Conservation Online System (ECOS)*. Retrieved January 2024, from <https://ecos.fws.gov/ecp/>
- United States Fish and Wildlife Service. National Wetlands Inventory. (2023). *National Wetlands Inventory*. Retrieved January 2024, from National Wetlands Inventory:
<https://www.fws.gov/wetlands/data/mapper.html>
- United States Fish and Wildlife Service.. (2023). *Information on Planning and Consultation (IPaC)*. Retrieved January 2024, from <https://ecos.fws.gov/ipac/>

APPENDIX A: REPRESENTATIVE PHOTOS OF THE PROJECT SITE

APPENDIX B: CNDDDB 9-QUAD SPECIES LIST

APPENDIX C: IPAC SPECIES LIST

APPENDIX D: NRCS WEB SOIL SURVEY REPORT

APPENDIX E: NMFS EFH MAPPER

Appendix C: Cultural Resource

Phase I Cultural Resources Assessment for the Hope Elementary School Water Systems Improvement Project, City of Porterville, Tulare County, California

Consuelo Y. Sauls

Prepared By



Taylored Archaeology

6083 N. Figarden Dr., Ste 616
Fresno, CA 93722

Prepared For

Provost & Pritchard Consulting Group

455 W. Fir Ave
Clovis, CA 93611

February 2024
(revised March 2024)

MANAGEMENT SUMMARY

Taylorred Archaeology completed a Phase I Archaeological Survey Report for Hope Elementary School Water Systems Improvement Project, Tulare County, California. The proposed Project will construct two new water mains within the Area of Potential Effects (APE) totaling approximately 12,150 linear feet along South Indiana Avenue and West Teapot Dome Avenue. The Project will jack and bore under State Route 65 along West Teapot Dome Avenue during water main construction. A 2-inch service connection and water meter will be installed at New Hope Elementary School. An existing water tank on the school site will be removed.

The Project requires compliance with the California Environmental Quality Act with the City of Porterville (City) as lead agency. The City is seeking funding for the Project from the California State Water Resources Control Board (SWRCB) through the State's Safe and Affordable Funding for Equity and Resilience (SAFER) Drinking Water Technical Assistance Program. The SAFER program may receive federal funds and therefore, the Project was additionally assessed for effects to historic properties within the APE under Section 106 of the National Historic Preservation Act.

Taylorred Archaeology performed a phase I archaeological survey report of the APE, under contract with Provost & Pritchard Consulting Group to assess and determine whether historic resources are present that could be affected by the proposed Project. The archaeological investigation included: (1) a records search from the Southern San Joaquin Valley Information Center (SSJVIC) of the California Historical Resources Information System (CHRIS); (2) a request of the Native American Heritage Commission's (NAHC) Sacred Lands File and nongovernmental tribal outreach; (3) archival research; and (4) an archaeological pedestrian survey of the APE.

The SSJVIC reported one prior cultural resources study conducted within the APE and no cultural resources recorded within the APE. The SSJVIC also reported three previous cultural resources studies were conducted, and two historical resources were recorded, within a 0.5-mile radius of the APE. These include a segment of the Poplar Ditch (P-54-002208) and a segment of the Southern Pacific Railroad (P-54-004626) (Appendix C). No cultural resources were observed during the pedestrian survey.

The NAHC's Sacred Lands File search and outreach to local Native American representatives did not result in the identification of sacred places or other tribal cultural resources in the APE. A copy of this report will be submitted to the SSJVIC for entry into the CHRIS database.

Taylorred Archaeology additionally advises the following:

In the event that previously unidentified archaeological remains are encountered during development or ground-moving activities in the APE, all work should be halted until a qualified archaeologist can identify the discovery and assess its significance. In the event of accidental discovery of unidentified archaeological remains during development or ground-moving

If human remains are uncovered during construction, the Tulare County Coroner is to be notified to investigate the remains and arrange proper treatment and disposition. If the remains are identified on the basis of archaeological context, age, cultural associations, or biological traits to be those of a Native American, California Health and Safety Code 7050.5 and PRC 5097.98 require that the coroner notify the NAHC within 24 hours of discovery. The NAHC will then identify the Most Likely Descendent who will be afforded an opportunity to make recommendations regarding the treatment and disposition of the remains.

CONTENTS

1	INTRODUCTION	1
1.1	PROJECT LOCATION AND DESCRIPTION	1
1.2	REGULATORY SETTING	2
1.2.1	CALIFORNIA ENVIRONMENTAL QUALITY ACT	2
1.2.2	NATIONAL HISTORIC PRESERVATION ACT OF 1966.....	3
1.2.3	SECTION 106 OF NHPA.....	3
1.3	PROFESSIONAL QUALIFICATIONS	4
1.4	REPORT STRUCTURE	8
2	PROJECT SETTING	9
2.1	NATURAL ENVIRONMENT	9
2.2	PREHISTORIC SETTING	10
2.3	ETHNOGRAPHY	11
2.4	HISTORIC SETTING.....	12
2.4.1	California History	12
2.4.2	Central California History.....	13
2.4.3	Local History.....	13
3	METHODS	15
3.1	RECORDS SEARCH	15
3.2	ARCHIVAL RESEARCH	15
3.3	NATIVE AMERICAN OUTREACH	15
3.4	ARCHAEOLOGICAL PEDESTRIAN SURVEY.....	16
4	RESULTS	17
4.1	RECORDS SEARCH	17
4.2	ARCHIVAL RESEARCH	18
4.3	NATIVE AMERICAN OUTREACH	18
4.4	ARCHAEOLOGICAL PEDESTRIAN SURVEY RESULTS.....	19
5	CONCLUSIONS AND RECOMMENDATION	22
6	REFERENCES.....	23

APPENDICIES

- A** Personnel Qualifications
- B** Records Search Results
- C** Native American Outreach

FIGURES

Figure 1-1	Project vicinity in Tulare County, California.....	5
Figure 1-2	Project location on the USGS Porterville, CA 7.5-minute quadrangle.....	6
Figure 1-3	Aerial view of the APE showing survey coverage.	7
Figure 4-1	Eastern portion of APE on south side of West Teapot Dome Ave, facing west. ..	20
Figure 4-2	Well site at Hope Elementary. Tank in foreground.	20
Figure 4-3	Northern portion of APE on east side of South Indiana Street, facing south.....	21
Figure 4-4	Western portion of APE on south side of West Teapot Dome Ave, facing west..	21

TABLES

Table 4-1	Previous Recorded Cultural Resources within 0.5-mile radius of the APE	17
Table 4-2	Previous Cultural Resources Studies within the APE	17
Table 4-3	Previous Cultural Resources Studies within 0.5-mile radius of the APE.....	17

1

INTRODUCTION

Taylored Archaeology performed a Phase I Cultural Resources Assessment for the Hope Elementary School Water Systems Improvement Project (Project) in unincorporated Tulare County, California under contract to Provost & Pritchard Consulting Group. As part of development approval process, the City of Porterville as lead agency must comply with the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] 21000 [g] mandate that government agencies consider the impacts of a project on the environment, including cultural resources. The City of Porterville is seeking funding for the Project from the California State Water Resources Control Board (SWRCB) through the State's Safe and Affordable Funding for Equity and Resilience (SAFER) Drinking Water Technical Assistance Program. The SAFER program may receive federal funds and therefore, the Project was additionally assessed for effects to historic properties within the APE under Section 106 of the National Historic Preservation Act.

1.1 PROJECT LOCATION AND DESCRIPTION

The Project is located south of the City of Porterville (City) and includes the intersection of South Indiana Street and West Teapot Dome Avenue in Tulare County, California (Figure 1-1). The APE is on the U.S. Geological Survey (USGS) 7.5-minute Porterville, California, topographic quadrangle in Sections 10, 11, 14, and 15 of Township 22 South, Range 27 East, Mount Diablo Base and Meridian (Figure 1-2).

The Project contains a well site at the Hope Elementary School (School) that is served by a single active well that is in exceedance of acceptable maximum containment levels for nitrate. As a result, the Project is seeking to consolidate with the City's existing water system. The proposed Project will construct two new water mains. The first is approximately 6,550 linear feet of a new 12-inch water main along South Indiana Avenue from West Teapot Dome Avenue to West Scranton Avenue and connecting to City facilities in West Scranton Avenue. The second is approximately 5,300 linear feet of a new 12-inch water main along West Teapot Dome Avenue from the frontage of the school to Newcomb Street, connecting to City facilities in Newcomb Street. The Project will jack and bore approximately 300 linear feet of 12-inch water main under State Route 65 in route to Newcom Street. Additionally, at the school site a 2-inch service connection and water meter would be installed, providing the school with the ability to use the new water main domestic water use, irrigation, and fire flow. An existing water tank on the school site would be removed.

The APE for the Project is defined as the area of potential ground disturbance resulting from project activities based upon the project description. The total horizontal APE includes a 50-foot-wide corridor centered on the proposed 12,150 linear feet of new water mains, and also includes

1.2 REGULATORY SETTING

In this report “cultural resources” are defined as prehistoric or historical archaeological sites as well as historical objects, buildings, or structures. In accordance with 30 Code of Federal Regulations (CFR) §60.4, “historical” in this report applies to cultural resources which are at least 50 years old. The significance or importance of a cultural resource is dependent upon whether the resource qualifies for inclusion at the local or state level in the California Register of Historical Resources (CRHR), or at the federal level in the National Register of Historic Places (NRHP). Cultural resources that are determined to be eligible for inclusion in the CRHR are called “historical resources” (California Code of Regulations [CCR] 15064.5[a]). Under this statute the determination of eligibility is partially based on the consideration of the criteria of significance as defined in 14 CCR 15064.5(a)(3). Cultural resources eligible for inclusion in the NRHP are deemed “historic properties”.

1.2.1 CALIFORNIA ENVIRONMENTAL QUALITY ACT

Pursuant to CEQA, a historical resource is a resource listed in, or determined to be eligible for listing in, the CRHR. Historical resources may include, but are not limited to, “any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically or archaeologically significant” (PRC §5020.1[j]). In addition, a resource included in a local register of historical resources or identified as significant in a local survey conducted in accordance with the state guidelines are also considered historic resources under California Public Resources Code (PRC) Section 5020.1.

CEQA details appropriate measures for the evaluation and protection of cultural resources in §15064.5 of the CEQA Guidelines. According to CEQA guidelines §15064.5 (a)(3), criteria for listing on the CRHR includes the following:

- (A) Is associated with events that have made a significant contribution to the broad patterns of California’s history and cultural heritage.*
- (B) Is associated with the lives of persons important in our past.*
- (C) Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.*
- (D) Has yielded, or may be likely to yield, information important in prehistory or history.*

According to CEQA guidelines §21074 (a)(1), criteria for tribal cultural resources includes the following:

- (1) Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either of the following:*
 - (A) included or determined to be eligible for inclusion in the California Register of Historical Resources.*
 - (B) included in a local register of historical resources as defined in subdivision (k) of Section 5020.1.*

Protection of cultural resources within California is additionally regulated by PRC §5097.5, which prohibits destruction, defacing, or removal of any historic or prehistoric cultural features on land under the jurisdiction of State or local authorities.

1.2.2 NATIONAL HISTORIC PRESERVATION ACT OF 1966

The National Historic Preservation Act (NHPA) (16 U.S.C. 470 ET SEQ.) was enacted in 1966 and created a national policy of historic preservation. The law established several programs, administered by the Secretary of the Interior, to encourage the achievement of preservation goals at local, state, and federal levels. The NHPA authorized the creation and expansion of the National Register of Historic Places (NRHP), formed the position of State Historic Preservation Officer (SHPO), allowed for the creation of State Review Boards to set up methods for local governments to enact the NHPA at a local level, assisted Native American tribes with preserving their heritage, and established the Advisory Council on Historic Preservation (ACHP).

The NHPA established criteria for determining if a historic property is eligible for inclusion in the NRHP. These criteria are set forth in 36 CFR 60.4 as follows:

The quality of significance in American history, architecture, archeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association and

(a) that are associated with events that have made a significant contribution to the broad patterns of our history; or

(b) that are associated with the lives of persons significant in our past; or

(c) that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or

(d) that have yielded, or may be likely to yield, information important in prehistory or history.

1.2.3 SECTION 106 OF NHPA

Section 106 of NHPA states that any federal agency with direct or indirect jurisdiction over federally assisted or proposed federal action will take into account the effect the action will have on any historic property that is on, or eligible to be included in, the NRHP. The NHPA provides the Advisory Council on Historic Preservation and the relevant SHPO the opportunity to provide comments on the federal action in regard to potential impacts to historic properties.

1.3 PROFESSIONAL QUALIFICATIONS

Archaeologist Consuelo Y. Sauls (M.A.), a Registered Professional Archaeologist (RPA 41591505), managed the assessment and compiled this report for the Project. Ms. Sauls also conducted the records search, literature review, requested Sacred Lands File and performed the pedestrian field survey of the APE. Ms. Sauls meets the Secretary of the Interior's Standards for Professional Qualifications in Archaeology. Statement of Qualifications for key personnel is provided in Appendix A.



Figure 1-1 Project vicinity in Tulare County, California.

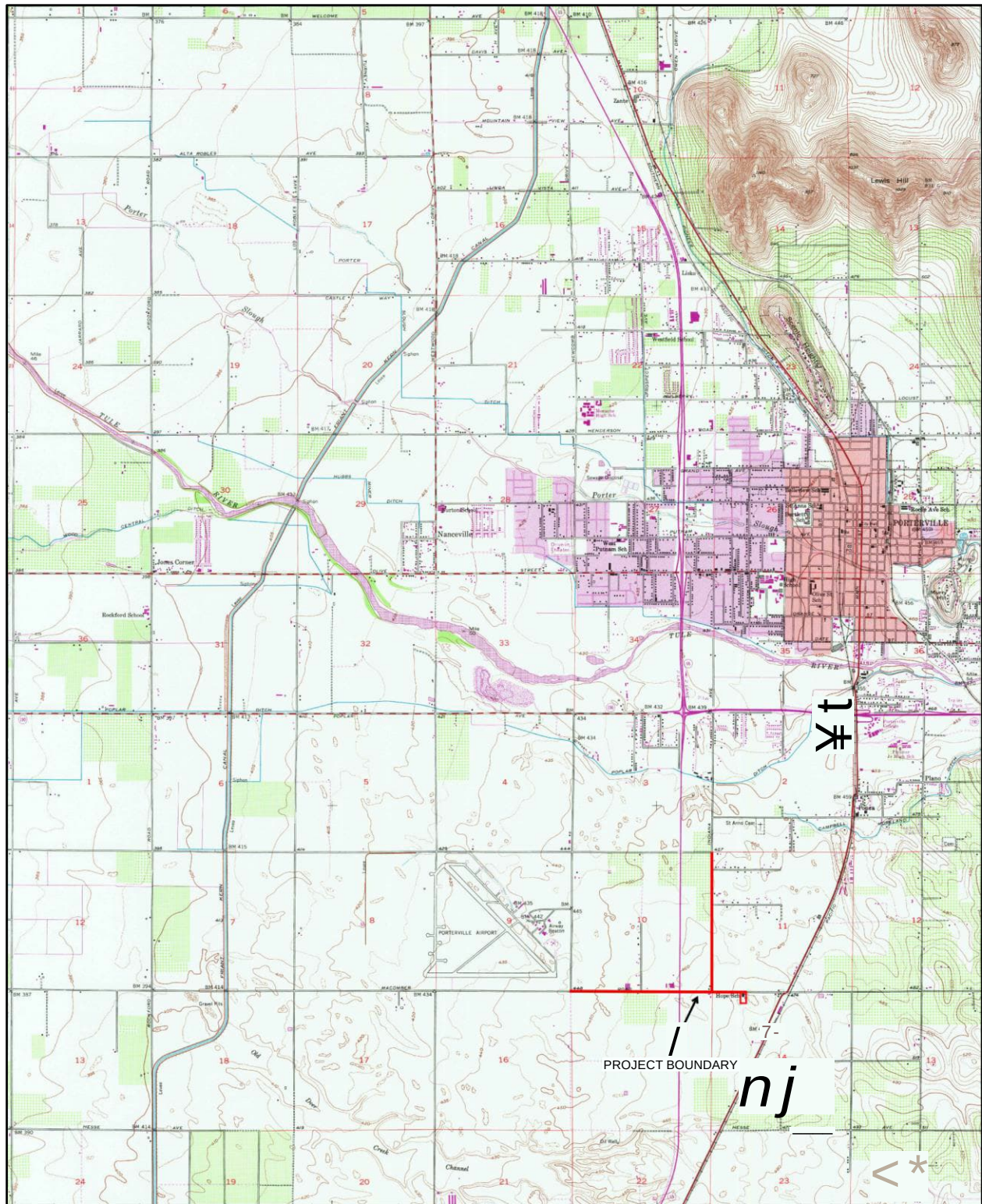


Figure 1-2 Project location on the USGS Porterville, CA 7.5-minute quadrangle.

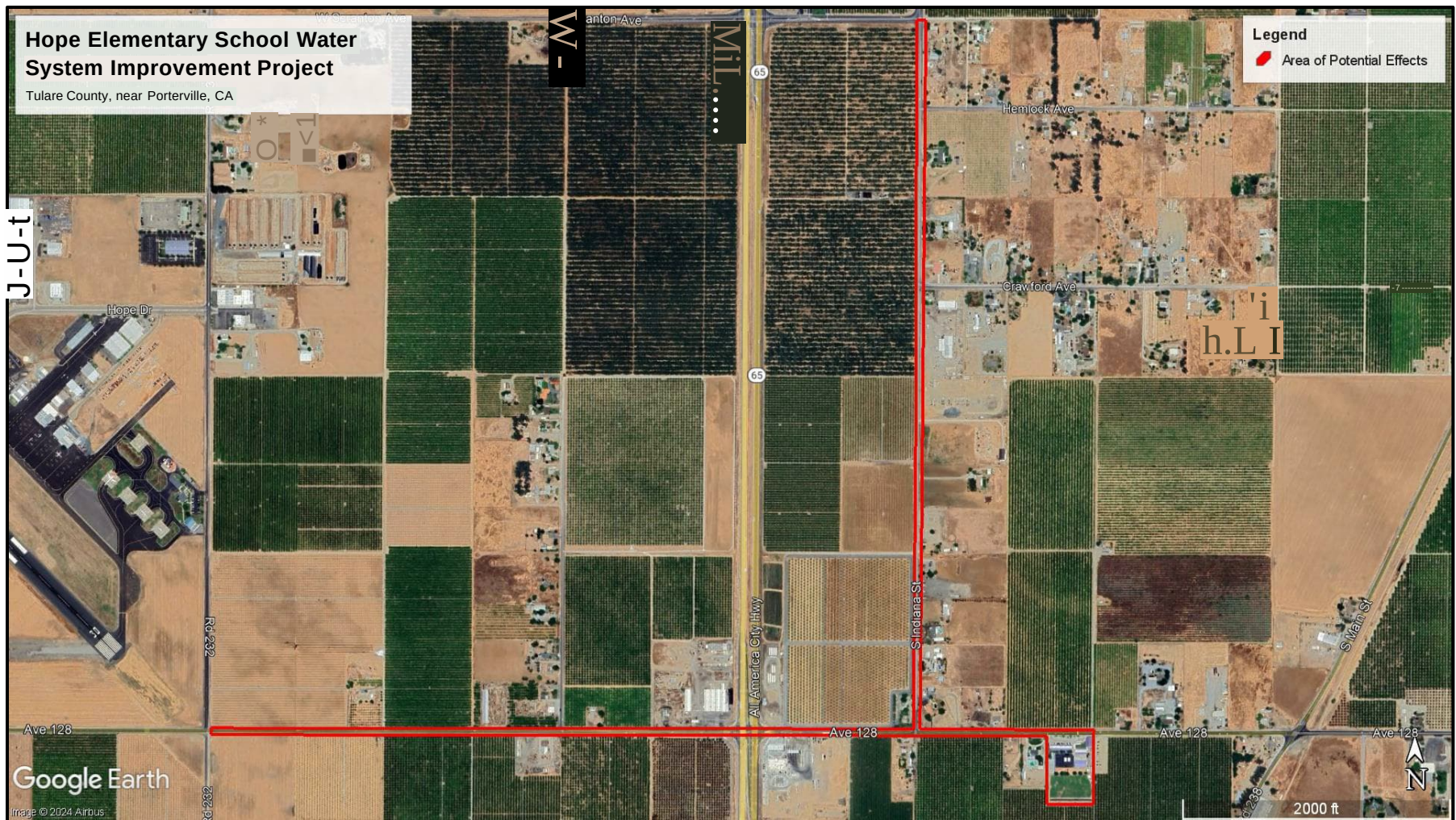


Figure 1-3 Aerial view of the APE showing survey coverage.

1.4 REPORT STRUCTURE

This report documents the results of an archaeological survey report of the proposed Project area. In order to assess potential project impacts to archaeological and historical resources pursuant to CCR §15064.5, the following specific tasks were completed: (1) requesting a records search from the Southern San Joaquin Information Center (SSJVIC) of the California Historical Resources Information System (CHRIS), at California State University, Bakersfield; (2) requesting a Sacred Lands File Search from the Native American Heritage Commission (NAHC); (3) archival research; and (4) conducting an archaeological pedestrian survey.

Taylor Archaeology prepared this report following the California Office of Historic Preservation standards in the 1990 Archaeological Resources Management Report Recommended Contents and Format. Chapter 1 describes the introduction of the Project and its location, and identifies the key personnel involved in this report. Chapter 2 summarizes the Project setting, including the natural, prehistoric, historic, and ethnographic background for the Project area and surrounding area. Chapter 3 details the methods used for cultural records search, archival research, local Native American outreach, and archaeological pedestrian survey. Chapter 4 summarizes the results of the cultural resource investigation. Chapter 5 discusses the Project results and offers management recommendations. Chapter 6 is a bibliography of references cited within this report. The report also contains the following appendices: Qualifications of key personnel (Appendix A), the CHRIS records search results (Appendix B), and the NAHC letter of the SLF results (Appendix C).

2 PROJECT SETTING

2.1 NATURAL ENVIRONMENT

The Project area lies in the Central Valley of California, which is approximately 450 miles from north to south, and ranges in width east to west from 40 to 60 miles (Prothero 2017). The Central Valley is divided into two subunits, the Sacramento Valley in the north and the San Joaquin Valley in the south, which are each named after the primary rivers within each valley (Madden 2020). The Project is located approximately 470 feet above sea level on the open flat plains of the Southern San Joaquin Valley. Climate within the San Joaquin valley is classified as a 'hot Mediterranean climate', with hot and dry summers, and cool damp winters characterized by periods of dense fog known as 'tule fog' (Prothero 2017).

The San Joaquin Valley is comprised of a structural trough created approximately 65 million years ago and is filled with nearly six miles of sediment (Bull 1964). The San Joaquin Valley ranges from Stockton and the San Joaquin-Sacramento River Delta in the north to Wheeler Ridge to the south, ranging nearly 60 miles wide at its widest (Zack 2017). It is split by late Pleistocene alluvial fans between the San Joaquin River hydrologic area in the north and the Tulare Lake Drainage Basin in the south (Rosenthal et al 2007). The Project site is located within the latter of the two hydrologic units. The Kaweah, Tule, Kern, and Kings rivers flowed into large inland lakes with no outflow except in high flood events, in which the lakes would flow through the Fresno Slough into the San Joaquin River. The largest of these inland lakes was the Tulare Lake, which occupied a vast area of Tulare and Kings Counties and was the largest freshwater lake west of the Mississippi. These four rivers in the Tulare Lake Drainage Basin accounted for more than 95 percent of water discharged into Tulare Lake, with the remaining five percent sourced from small drainages originating in the Coast Ranges to the west (Adams et al. 2015).

The Project area is in central Tulare County on the valley floor of the San Joaquin Valley within the greater Tule River alluvial fan. Before the appearance of agriculture in the nineteenth century, the Project location would have been comprised of prairie grasslands with scattered oak tree savannas near the foothills, and along the various streams and drainages (Preston 1981). Riparian environments would also have been present along various waterways, including drainages and marshes. Native vegetation likely would have consisted of needle grasses and other perennial bunchgrasses before the introduction of non-native species in the 1800s.

The valley floor of the region was largely dominated by marshlands, lakes, and annual grasslands. Historically, these habitats provided a lush environment for large animals, including various migratory birds and other waterfowl, grizzly bear, tule elk, pronghorn, mule deer, black bear, and mountain lion (Preston 1981). Native trees and plants observed in the Project vicinity include various blue, live, and white oaks, cottonwood, and willow. The introduction of agriculture to the region resulted in large animals being forced out of their habitat. Common land mammals now include valley coyote, bobcat, gray fox, kit fox, and rabbits. Rivers and lakes throughout the valley

provide habitat for freshwater fish, including rainbow trout, Sacramento sucker, and Sacramento perch (Preston 1981).

2.2 PREHISTORIC SETTING

Research into San Joaquin Valley prehistory began in the early 1900s with several archaeological investigations (Rosenthal et al. 2007). The Southern San Joaquin Valley is one of the least understood areas within California due to a lack of well-grounded chronologies for large segments of the valley (Rosenthal et al. 2007). This is largely due to the valley floor being filled with thick alluvial deposits, and from human activity largely disturbing much of the valley floor due to a century and a half of agricultural use (Dillon 2002; Siefken 1999). Mound sites may have occurred as frequently as one every two or three miles along major waterways but studying such mounded occupations sites is difficult as most surface sites have been destroyed (Schenck and Dawson 1929). Much of the early to middle Holocene archaeological sites may be buried as deep as 10 meters due to millennia of erosion and alluvial deposits from the western Sierras (Moratto 1984).

Mass agricultural development has heavily disturbed and changed the landscape of the Southern San Joaquin Valley, from the draining of marshes and the vanishing of the extensive Tulare Lake, to grading nearly the entire valley for agricultural operations (Garone 2011). These activities have impacted or scattered much of the shallow surface deposits and mounds throughout the valley (Rosenthal et al 2007). Some researchers have suggested that potentially as much as 90 percent of all Central California archaeological sites have been destroyed from these activities (Riddell 2002).

The cultural traits and chronologies which are summarized below are largely based upon information discussed in multiple sources, including Bennyhoff and Fredrickson (1973, 1974), Garfinkel (2015), McGuire and Garfinkel (1980), Moratto (1984), and Rosenthal et al. (2007). The most recent comprehensive approach to compiling a chronology of the Southern San Joaquin Valley prehistory is by Garfinkel in 2015, which builds off Rosenthal's 2007 previous work. Both Garfinkel's and Rosenthal's chronologies are calculated in years B.C. In the interest of maintaining cohesiveness with modern anthropological research, the dates of these chronologies have been adapted into years before present (B.P.).

The Paleo-Indian Period (13,500-10,600 cal B.P.) was largely represented by ephemeral lake sites which were characterized by atlatl and spear projectile points. Around 14,000 years ago, California was largely a cooler and wetter place, but with the retreat of continental Pleistocene glaciers, California largely experienced a warming and drying period. Lakes filled with glacial meltwater were located in the valley floor and used by populations of now extinct large game animals. A few prehistoric sites were discovered near the southwestern shore of Tulare Lake (Garfinkel 2015). Foragers appear to have operated in small groups which migrated on a regular basis.

During the Lower Archaic Period (10,500-7450 cal B.P.), climate change created a largely different environment which led to the creation of larger alluvial fans and flood plains. Most of the

Phase I Cultural Resources Assessment for the Hope Elementary School Water Systems Improvement Project

archaeological records of the prior period wound up being buried by geological processes. During this time, cultural patterns appear to have emerged between the foothill and valley populations of the local people. The foothill sites were often categorized by dense flaked and ground stone assemblages, while the valley sites were instead characterized by a predominance of crescents and stemmed projectile points. Occupation within the area is represented mostly by isolated discoveries and along the former shoreline of Tulare Lake. Archaeological finds are typically characterized by chipped stone crescents, stemmed points, and other distinctive flakes stone artifacts (Rosenthal et al. 2007). Variations in consumption patterns emerged as well, with the valley sites more marked by consumption of waterfowl, mussels, and freshwater fish, while the foothills sites saw an increase in nuts, seeds, and a more narrowly focused diet than the valley sites.

The Middle Archaic (7450-2500 cal B.P.) saw an increase in semi-permanent villages along river and creek settings, with more permanent sites located along lakes with a more stable supply of water and wildlife. Due to the warmer and drier weather of this period, many lakes within the valley dramatically reduced in size, while some vanished completely (Garone 2011). Cultural patterns during this time saw an increase in stone tools, while a growth in shell beads, ornaments, and obsidian evidence an extensive and ever-growing long-distance trade network. Little is known of cultural patterns in the valley during the Upper Archaic (2500-850 B.P.), but large village structures appeared to be more common around local rivers. An overall reduction of projectile point size suggests changing bow and arrow technologies. Finally, the Emergent Period (850 cal B.P. - Historic Era) was generally marked by an ever-increasing specialization in tools, and the bow and arrow generally replaced the dominance of the dart and atlatl. Cultural traditions ancestral to those recorded during ethnographic research in the early 1900s are identifiable.

2.3 ETHNOGRAPHY

The APE is in the Southern Valley Yokuts ethnographic territory of the San Joaquin Valley. The Yokuts were generally divided into three major groups, the Northern Valley Yokuts, the Southern Valley Yokuts, and the Foothill Yokuts. The Yokuts are a sub-group of the Penutian language that covers much of coastal and central California and Oregon (Callaghan 1958). The Yokuts language contained multiple dialects spoken throughout the region, though many of them were mutually understandable (Merriam 1904).

The Yokuts have been extensively researched and recorded by ethnographers, including Powers (1877), Kroeber (1925), Gifford and Schenck (1926, 1929), Gayton (1930, 1945), Driver (1937), Harrington (1957), Latta (1977), and Wallace (1978). Much of the research from these ethnographers focuses on the central Yokuts tribes due to the northernmost tribes being impacted by Euro-Americans during the California Gold Rush of the mid 1800s, and by the southernmost tribes often being removed and relocated by the Spanish to various Bay Area or coastal missions. The central Yokuts tribes, and especially the western Sierra Nevada foothill tribes, were the most intact at the time of ethnographic study.

The most detailed ethnographic information gathered regarding Native American group territories in Central California is located within maps prepared by Kroeber. The information presented in Kroeber's map of Southern and Central Yokuts shows the Project area within the Koyeti Yokuts territory (1925: Plate 47). The main village for this area was *Chokowisho*, which was approximately 2 miles to the northeast of the APE along the Tule River (Kroeber 1925). Primary Yokuts villages were typically located along lakeshores and major stream courses, with scattered secondary or temporary camps and settlements located near gathering areas in the foothills. Yokuts were organized into local tribes, with one or more linked villages and smaller settlements within a territory (Kroeber 1925).

Each local tribe was a land-owning group that was organized around a central village and shared common territory and ancestry. Most local tribe populations ranged from 150 to 500 people (Kroeber 1925). These local tribes were often led by a chief, who was often advised by a variety of assistants including the winatum, who served as a messenger and assistant chief (Gayton 1930). Early studies by Kroeber (1925), Gifford and Schenck (1926), and Gayton (1930) concluded that social and political authority within local tribes was derived from male lineage and patriarchy. However, more recent reexaminations (Dick-Bissonnette 1998) argue that this assumption of patriarchal organization was based on male bias by early 20th century researchers, and instead Yokuts sociopolitical authority was matriarchal in nature and centered around matrilineal use-rights and women's work groups.

Prior to Euro-American contact, there was abundance of natural resources within the greater Tulare Lake area. Due to these resources, Yokuts maintained some of the largest populations in North America west of the continental divide (Cook 1955a).

2.4 HISTORIC SETTING

2.4.1 California History

European contact in modern-day California first occurred in 1542 with the arrival of a Spanish expedition lead by Juan Rodríguez Cabrillo into San Diego Bay (Engstrand 1997). Expeditions along the California coast continued throughout the sixteenth century and primarily focused on finding favorable harbors for further expansion and trade across the Pacific. However, rocky shorelines, unfavorable currents, and wind conditions made traveling north from New Spain to the upper California coast a difficult and time-consuming journey (Eifler 2017). The topography of California, with high mountains, large deserts, and few natural harbors lead to European expansion into California only starting in the 1760s. As British and Russian expansion through fur trading encroached on California from the north, Spain established a system of presidios, pueblos, and missions along the California coast to defend its claim, starting with Mission San Diego de Alcalá in 1769 (Engstrand 1997).

2.4.2 Central California History

The San Joaquin Valley did not experience contact with Europeans until the late 1700s (Starr 2007). Life at the California missions was hard and brutal for Native Americans, with many dying of disease, poor conditions, and many fleeing to areas not under direct Spanish control (Jackson and Castillo 1995). The earliest exploration of the San Joaquin Valley by Europeans was likely by the Spaniards when in the fall of 1772 a group known as the Catalanian Volunteers entered the valley through Tejon Pass in search of deserters from the Southern California Missions (Zack 2017). However, the group only made it as far north as Buena Vista Lake in modern day Kern County before turning around due to the extensive swamps. Additional excursions to the valley were for exploration such as those led by Lieutenant Briel Moraga in 1806, but also to find sites for suitable mission sites and to track down Native Americans fleeing the coastal missions (Cook 1958).

Subsequent expeditions were also sent to pursue outlaws from the coast who would often flee to the valley for safety. One of the subsequent explorations was an expedition in 1814 to 1815 with Sargent Juan Ortega and Father Juan Cabot, who left the Mission San Miguel with a company of approximately 30 Spanish soldiers and explored the San Joaquin Valley (Smith 2004). This expedition passed through the Kaweah Delta and modern-day Visalia and made a recommendation to establish a mission near modern-day Visalia. However, with European contact also came European disease. Malaria and other new diseases were brought by Europeans, and in 1833 an epidemic of unknown origin traveled throughout the Central Valley. Some estimates place the Native American mortality of the epidemic as high as 75 percent (Cook 1955b). Combined with the rapid expansion of Americans into California in 1848 during the Gold Rush, Native American populations within the valley never fully recovered (Eifler 2017).

Initial settlement within the valley by Europeans in the 1830s was largely either by trappers or horse thieves (Clough and Secrest 1984). In fact, horse and other livestock theft was so rampant that ranching operations on the Rancho Laguna de Tache by the Kings River and Rancho del San Joaquin Rancho along the San Joaquin River could not be properly established (Cook 1962). With the end of the Mexican American War and the beginning of the gold rush in 1848, the San Joaquin Valley became more populated with ranchers and prospectors. Most prospectors traveled by sea to San Francisco and used rivers ranging from the Sacramento River to the San Joaquin River to access the California interior (Eifler 2017). Most areas south of the San Joaquin River were less settled simply because those rivers did not connect to the San Francisco Bay area except in wet flood years. By 1850, California became a state and Tulare County was established in 1853.

2.4.3 Local History

The city of Porterville, located north of the Project area, was founded in 1854, and initially served as the Tule River Station stop for the Butterfield Overland Mail state route as it traveled north from Los Angeles to Stockton (Helmich 2008). The location eventually became known in Porterville in 1864 named after Royal Porter Putnam who purchased 40 acres to start the town after the Tule River permanently changed course after flooding in 1862 (Holloway 2021). The

Southern Pacific Railroad was extended from Fresno into Tulare County in the early 1870s (Small 1926). By 1874, branch railroad connections were built to agricultural communities, (Mitchell 1974). The construction of the rail line also brought an increase in agriculture and farms, which clashed with existing ranching operations in the local area. Escalating conflicts and livestock disputes between ranchers and farmers lead to the “No Fence Law” in 1874, which forced ranchers to pay for crop and property damage caused by their cattle (Ludeke 1980). With the passage of this law and the expansion of irrigation systems, predominant land use in the 1870s switched from grazing to farming (Mitchell 1974). This led to the beginning of the vast change of the San Joaquin Valley from native vegetation and grasslands to irrigated crops (Varner and Stuart 1975).

Water rights within California originally arose from the ‘first come first serve’ policy of the Gold Rush era. Diverting surface water to farms became big business but was a convoluted mess of customs, traditions, and conflicting claims (Zack 2017). Fed up with the situation, small farmers gathered behind Modesto lawyer C.C. Wright, who was elected to the California legislature in 1887 on the platform of taking water rights from large estates and putting it in the power of community-controlled irrigation districts (Hundley 1992). To solve this mess, the Wright Act of 1887 was passed that allowed residents to petition a local county board of supervisors to create irrigation districts that had the power to issue bonds, and tax land within the district boundaries to pay for the creation and maintenance of canals and ditches for irrigation purposes.

At the same time as the Wright Act, an important step forward was made in ditch-digging technology that allowed irrigation systems to be built at a faster pace. From the 1840s to 1890s, farm ditches and canals were largely constructed through the use of buckboards and slip-scoops, which involved the use of a board pulled by horses in an upright position in order to level ground (Bulls 2010). Between 1883 and 1885, Scottish immigrant James Porteous had moved to Fresno and made significant improvements to the buckboard style scraper that allowed the new scraper to be pulled by two horses and scrape and move soil while dumping it at a controlled depth. This new design was patented and sold as the “Fresno Scraper”, which led to an explosion of ditch digging efforts within the San Joaquin Valley (Zack 2017).

3 METHODS

3.1 RECORDS SEARCH

On January 25, 2024, Taylored Archaeology requested a cultural resource records search from the SSJVIC of the CHRIS at California State University in Bakersfield, California. The purpose of this request was to identify and review prior cultural resource investigations completed in or near the APE and identify any prehistoric or historical resources that had been previously recorded within the APE and a 0.5-mile radius of the surrounding area. SSJVIC staff researched historical USGS topographic maps, reports of previous cultural resource investigations, archaeological site and survey base maps, cultural resource records (DPR forms) as well as listings of the Historic Properties Directory of the Office of Historic Preservation, General Land Office Maps, Archaeological Determinations of Eligibility, and the California Inventory of Historic Resources (Appendix B).

3.2 ARCHIVAL RESEARCH

Archival research was conducted to investigate the historical background for any potential archaeological deposits, historical deposits or built environment properties that may exist in the APE. Historical maps, historical aerial photographs, historical US Geological Survey (USGS) topographic maps, Google Street View photos, books, scholarly articles, and other records were used to better understand the prehistory and history of the APE and surrounding area. Research data was used to identify potential areas within the APE where archaeological deposits may exist, or historical buildings, structures or objects may exist. The results of this research are presented in Chapter 4.

3.3 NATIVE AMERICAN OUTREACH

Taylored Archaeology sent a request to the NAHC as part of this archaeological survey report for a Sacred Lands File (SLF) search on January 25, 2024. The objective of the SLF search was to identify any known places of spiritual, sacred activity or traditional use or gathering areas are present in or near the APE. The NAHC responded via email on February 5, 2024, with a letter including contact information for local Native American tribal representatives who may have knowledge or interest in sharing information about the APE and surrounding area. Each Native American representative listed was sent a nongovernmental outreach letter via email or certified mail to those who may not have an email address and a map notifying them of the Project and asking if they had any knowledge of the Project area or surrounding vicinity. Follow-up communication was performed via email or phone call as appropriate. The SLF results are in Chapter 4.

3.4 ARCHAEOLOGICAL PEDESTRIAN SURVEY

A pedestrian survey was conducted by archaeologist Consuelo Sauls on February 10, 2024, of all exposed ground along the entire length of the APE. Ms. Sauls walked a 4 meter transect on both sides of all roadways in all unpaved areas within the APE. She additionally walked a meandering 3 meter transect within the well site at Hope Elementary School. All portions of the APE were accessible and surveyed.

The survey started at the southeast end of the APE at the Hope Elementary School well site. The survey then proceeded west along the south side of West Teapot Dome Avenue within the APE until she reached the southwestern corner of the APE at Newcomb Street. Ms. Sauls then walked east along the north side of West Teapot Dome Avenue until she reached South Indiana Street, and proceeded north along South Indiana Street on the west side until she reached the north end of the APE at West Scranton Avenue/Avenue 136. She then proceeded south on the east side of South Indiana Street until she reached West Teapot Dome Avenue, then walked east on the north side of West Teapot Dome Avenue until she again reached Hope Elementary School.

The APE was checked for both prehistoric deposits and historical features, structures, and artifacts more than 50 years old that may be present on the ground surface. The entire APE was accessible. Ms. Sauls photographed the survey area using an iPhone 11 Pro digital camera.

4 RESULTS

4.1 RECORDS SEARCH

An archaeological records search results for the project were provided by the SSJVIC in a letter dated February 5, 2024 (Records Search File No. 24-040; Appendix B). The results of this search identified no cultural resources within the APE, and two cultural resources within a 0.5-mile radius of the APE (Table 4-1). These two resources are a historical structure and a historical site. The first resource, P-54-002208, is a segment of the Poplar Ditch recommended in 2016 to be eligible for listing in the CRHR under Criterion 1 (Azpitarte and Escamilla 2020). The second resource, P-54-004626, is a segment of the Southern Pacific Railroad that was recommended to not be eligible for the NRHP nor the CRHR in 2020 (Azpitarte and Escamilla). Neither resource will be impacted by the proposed Project.

The records search results also indicated that one cultural resources study was previously conducted within the APE (Table 4-2) and three cultural resources studies were previously conducted within a 0.5-mile radius of the APE (Table 4-3).

Table 4-1 Previous Recorded Cultural Resources within 0.5-mile radius of the APE

Resource Number	Age Association	Resource Type	Resource Description	Resource Within APE
P-54-002208	Historic	Structure	A short segment of the late 19 th century Poplar Ditch	No
P-54-004626	Historic	Site	A long segment of the Southern Pacific Railroad	No

Table 4-2 Previous Cultural Resources Studies within the APE

Report Number	Author(s)	Date	Report Title	Study
TU-01970	Dorothy D. Margo and Willetta Regan	1963	How Porterville Came To Be	Pamphlet

Table 4-3 Previous Cultural Resources Studies within 0.5-mile radius of the APE

Report Number	Author(s)	Date	Report Title	Study
TU-00489	Nelson Siefkin	1994	An Archaeological Assessment of Case No. PSP 94-036: A 22.87	Archaeological Field Survey

Report Number	Author(s)	Date	Report Title	Study
			Acre Parcel near Porterville, Tulare County	
TU-01015	Kevin Hovey and Will Tackett	1999	Negative Archaeological Survey Report to Make Operational Improvements to State Route 65 at Its Intersection with Scranton Avenue	Archaeological Field Survey
TU-01886	David S. Whitley and Peter A. Carey	2020	Class III Inventory/Phase I Survey, Butterfield Corridor Project, Porterville, Tulare County, California	Archaeological and Architectural/Historical Field Study

4.2 ARCHIVAL RESEARCH

A search of historical USGS topographic maps from 1926 to present and historic aerial imagery from 1946 to present covering the APE resulted in Hope Elementary School first appearing in topographic maps in 1952 (NETROnline 2024). The tank on the school well site first appears in 2014 aerial imagery. West Teapot Dome Avenue and South Indiana Street appear first in the 1926 topographic maps in their present-day configuration. Land use surrounding the APE consists primarily of agricultural fields and orchards from 1929 to present day with increasing rural residential development between 1984 and present day. State Route 65 first appears in aerial imagery from 1956 and appears in its current divided street configuration starting in 2018.

4.3 NATIVE AMERICAN OUTREACH

The NAHC responded on February 5, 2024, via letter regarding Taylored Archaeology's request. The letter stated a search of the SLF was negative. The NAHC supplied a list of Native American representatives to contact for information or knowledge of cultural resources in the APE and the surrounding area (Appendix C).

The following Native American organizations/individuals were contacted from the list provided by NAHC below:

1. Tribal Member Monitor Brandy Kendricks of Kern Valley Indian Community;
2. Chairperson Robert Robinson of Kern Valley Indian Community;
3. Chairperson Robert Gomez of the Tubatulabals of Kern Valley;
4. Chairperson Neil Peyron of the Tule River Indian Tribe;
5. Environmental Department Kerri Vera of the Tule River Tribe;
6. Tribal Archaeologist Joey Garfield of the Tule River Indian Tribe; and
7. Chairperson Kenneth Woodrow of the Wuksache Indian Tribe/Eshom Valley Band.

The outreach letters were sent to all the Native American representatives on the contact list on February 13, 2024 (Appendix C). The letters included a description of the proposed Project and a topographic map of the location. Follow-up by emails were sent on February 21, 2024. As of the date of this report, no responses were received by the Native American representatives, nor was any information shared regarding tribal cultural resources pertaining to the APE.

4.4 ARCHAEOLOGICAL PEDESTRIAN SURVEY RESULTS

On February 10, 2024, Taylored Archaeology conducted an archaeological pedestrian survey within the APE. Within the APE, West Teapot Avenue and South Indiana Street consisted of a paved asphalt two lane road with no sidewalks, gutters, curbs, or other improvements (Figure 4-1). Also, a small portion of the APE intercepts with State Route 65. On the east part of the APE is Hope Elementary school with a well site (Figure 4-2). According to the aerial maps, the well is less than 50 years old.

Ground visibility ranged from excellent to poor in nonpaved areas of the APE (Figures 4-3 and 4-4). Soil consisted of a medium brown sandy loam. The natural topography of the area within the APE was altered by asphalt roads. The surrounding land uses included stone fruit orchards, a vineyard, rural residences and some commercial development. The ground visibility ranges from 0 percent in areas with asphalt paving and dense ruderal vegetation to 100 percent in areas with unvegetated soil. No archaeological sites, isolated artifacts, or features were identified within the Project's APE during the survey. While past agricultural and development activities may have potential destroyed or obscured ground surface evidence of archaeological resources within the APE, intact archaeological resources may potentially exist below the ground surface.



Figure 4-1 Eastern portion of APE on south side of West Teapot Dome Ave, facing west.



Figure 4-2 Well site at Hope Elementary. Tank in foreground.

Phase I Cultural Resources Assessment for the Hope Elementary School Water Systems Improvement Project



Figure 4-3 Northern portion of APE on east side of South Indiana Street, facing south.



Figure 4-4 Western portion of APE on south side of West Teapot Dome Ave, facing west.

CONCLUSIONS AND RECOMMENDATION

Taylor Archaeology performed a Phase I Cultural Resources Assessment for the Hope Elementary School Water Systems Improvement Project. The SSJVIC reported one prior cultural resources study conducted within the APE and no cultural resources recorded within the APE. The SSJVIC also reported that three previous cultural resources studies were conducted, and two historical resources were recorded, within a 0.5-mile radius of the APE. The first resource, P-54-002208, is a segment of the Poplar Ditch. The second resource, P-54-004626, is a segment of the Southern Pacific Railroad. Neither resource will be impacted by the proposed Project.

The NAHC's Sacred Lands File search results and outreach to the Native American representatives did not identify archaeological sites or tribal cultural resources in the APE. The pedestrian survey results did not identify any prehistoric or historic-period cultural resources within the APE. The absence of cultural material on the ground surface does not, however, preclude the possibility of Project construction unearthing buried archaeological deposits.

Taylor Archaeology additionally recommends the following:

In the event that previously unidentified archaeological remains are encountered during development or ground-moving activities in the APE, all work should be halted until a qualified archaeologist can identify the discovery and assess its significance. In the event of accidental discovery of unidentified archaeological remains during development or ground-moving activities in the APE, all work shall be halted in the immediate vicinity until a qualified archaeologist can identify the discovery and assess its significance.

If human remains are uncovered during construction, the Tulare County Coroner is to be notified to investigate the remains and arrange proper treatment and disposition. If the remains are identified on the basis of archaeological context, age, cultural associations, or biological traits to be those of a Native American, California Health and Safety Code 7050.5 and PRC 5097.98 require that the coroner notify the NAHC within 24 hours of discovery. The NAHC will then identify the Most Likely Descendent who will be afforded an opportunity to make recommendations regarding the treatment and disposition of the remains.

6 REFERENCES

- Adams, Kenneth D., Robert M. Negrini, Edward R. Cook, and Seshadri Rajagopal.
2015 Annually resolved late Holocene paleohydrology of the southern Sierra Nevada and Tulare Lake, California. *Water Resources Research* 51:9708-9724.
- Azpitarte, R. and S. Escamilla.
2020 *Class III Inventory/Phase I Survey, Butterfield Corridor Project, Porterville, Tulare County, California*. ASM Affiliates, Carlsbad, California.
- Bull, William B.
1964 Geomorphology of Segmented Alluvial Fans in Western Fresno County, California. *Geological Survey Professional Paper 352-E*. United States Government Printing Office, Washington, D.C.
- Bulls, Diana.
2010 The Fresno Scraper: A Mechanical Engineering Marvel. *Kings River Life Magazine*. August 14.
- Callaghan, Catherine A.
1958 California Penutian: History and Bibliography. *International Journal of American Linguistics*. 24(3):189-194.
- Clough, Charles W. and William B. Secrest, Jr.
1984 *Fresno County The Pioneer Years: From the Beginnings to 1900*. Panorama West Publishing, Fresno, California.
- Cook, Sherburne F.
1955a *The Aboriginal Population of the San Joaquin Valley, California*. Anthropological Records 16:31–80. University of California, Berkeley.

1955b *The Epidemic of 1830-1833 In California and Oregon*. University of California Publications in American Archaeology and Ethnology 43(3):303-326. University of California, Berkeley.

1958 The Project Gutenberg eBook, *Colonial Expeditions to the Interior of California Central Valley, 1800-1820*

1962 *Expeditions to the Interior of California: Central Valley, 1820-1840*. Anthropological Records 20(5):151-212.

Dillon, Brian D.

- 2002 California Paleo-Indians: Lack of Evidence, or Evidence of a Lack? In *Essays in California Archaeology: A Memorial to Franklin Fenenga*, edited by William J. Wallace and Francis A. Riddell, pp. 110–128. Contributions of the University of California Archaeological Research Facility No. 60. Berkeley.

Dick-Bissonnette, Linda E.

- 1998 Gender and Authority among the Yokoch, Mono, and Miwok of Central California. *Journal of Anthropological Research* 54(1):49-72.

Driver, Harold E.

- 1937 Cultural Elements Distribution: VI, Southern Sierra Nevada. *University of California Anthropological Records* 1(2):53–154.

Eifler, Mark A.

- 2017 *The California Gold Rush: The Stampede that Changed the World*. Routledge Taylor & Francis Group Press, Las Vegas.

Engstrand, Iris H.W.

- 1997 Seekers of the "Northern Mystery": European Exploration of California and the Pacific. *California History*, 76(2/3):78–110.

Fredrickson, David A.

- 1973 Early Cultures of the North Coast Ranges, California. Ph.D. dissertation. Department of Anthropology, University of California, Davis.
- 1974 Cultural Diversity in Early Central California: A View from the North Coast Ranges. *Journal of California Anthropology* 1(1):41-54.

Garfinkel, Alan P.

- 2015 Archaeological Background and Cultural Sequence for The San Joaquin, Central California. Electronic document, <https://www.academia.edu/14721089/ArchaeologicalBackgroundfortheSanJoaquinValleyCentralCalifornia>, accessed February 28, 2024. Academia.edu

Garone, Philip

- 2011 *The Fall and Rise of the Wetlands of California's Great Central Valley*. University of the Press, Berkeley.

Gayton, Anna H.

- 1930 Yokuts-Mono Chiefs and Shamans. *University of California Publications in American Archaeology and Ethnology* 24(8):361–420.

1945 Yokuts and Western Mono Social Organization. *American Anthropologist* 47(3):409–426.

Gifford, E.W., and W. Egbert Schenck

1926 Archaeology of the Southern San Joaquin Valley, California. *Publications in American Archaeology and Ethnology* 23(1).

1929 Archaeology of the Northern San Joaquin Valley. *Publications in American Archaeology and Ethnology* 25(4).

Harrington, Mark R.

1957 *A Pinto Site at Little Lake, California*. No. 17. Southwest Museum.

Helmich, Mary A.

2008 *A Moving Experience by Stage*. California State Parks.
https://www.parks.ca.gov/?page_id=25450 Accessed February 26, 2024.

Holloway, Dan.

2021 *The Birth of a City*. City of Porterville.
https://www.ci.porterville.ca.us/government/city_manager/sesquicentennial_committee/1861-1899.php Accessed February 26, 2024.

Hundley, Norris Jr.

1992 *The Great Thirst: Californians and Water, 1770s – 1900s*. University of California Press, Berkley, California.

Jackson, Robert H. and Edward Castillo

1995 *Indians, Franciscans, and Spanish Colonization: The Impacts of the Mission System on California Indians*. University of New Mexico Press, Albuquerque, New Mexico.

Kroeber, Alfred L.

1925 *Handbook of California Indians*. Bureau of American Ethnology Bulletin 78, Washington, D.C. Reprinted 2018, Dover Publications, New York, New York.

Latta, Frank F.

1977 *Handbook of Yokuts Indians*. Reprinted 2014, Bear State Books, Santa Cruz, California.

Ludeke, John.

1980 The No Fence Law of 1874: Victor for San Joaquin Valley Farmers. *California History* 2(59):98-115. University of California Press, Berkley, California.

Madden, Derek.

2020 *The Naturalist's Illustrated Guide to the Sierra Foothills and Central Valley*. Heyday Publishing, Berkley, California.

McGuire, Kelly R. and Alan P. Garfinkel.

1980 Archaeological Investigations in the Southern Sierra Nevada: The Bear Mountain Segment of the Pacific Crest Trail. *Cultural Resources Publications, Archaeology*, unnumbered: xii – 304.

Merriam, Hart C.

1904 Distribution of Indian Tribes in the Southern Sierra and Adjacent Parts of the San Joaquin Valley, California. *Science* 19(494):912-917.

Mitchell, Annie R.

1974 *A Modern History of Tulare County*. Limited Edition of Visalia, Incorporated. Visalia, California.

Moratto, Michael J.

1984 *California Archaeology*. Academic Press, New York, NY.

Powers, Stephen

1877 *Tribes of California*. Washington Press, Washington, D.C.

Preston, William L.

1981 *Vanishing Landscapes: Land and Life in the Tulare Lake Basin*. Olympic Marketing Corp, Hopkins.

Prothero, Donald R.

2017 *California's Amazing Geology*. Taylor and Francis Group.

Riddell, Francis A.

2002 *The Status of San Joaquin Valley Archaeological*. In *Essays in California Archaeology: A Memorial to Franklin Fenenga* edited by William J. Wallace and Francis A. Riddell, pp. 55-61. University of California Archaeological Research Facility, Contribution Number 60. Berkeley, California.

Rosenthal, Jeffrey S., Gregory G. White, and Mark Q. Sutton

2007 The Central Valley: A View from the Catbirds's Seat. In *California Prehistory: Colonization, Cultural, and Complexity*, edited by Terry L. Jones and Kathryn A. Klar. AltaMira Press, Lanham, Maryland.

Schenck, W.E., and E.J. Dawson

1929 Archaeology of the Northern San Joaquin Valley. *University of California Publications in American Archaeology and Ethnology* 25:289-413. University of California, Bakersfield, California.

Phase I Cultural Resources Assessment for the Hope Elementary School Water Systems Improvement Project

Siefken, Nelson.

- 1999 Archaeology of the Redfeldt Mound (CA-KIN-66), Tulare Basin, California. M.A. Thesis, Department of Anthropology, California State University, Bakersfield.

Small, Kathleen Edwards.

- 1926 *Early History of Tulare County California*. 2001 reprint edition, Bear State Books, Exeter, California.

Smith, Wallace.

- 2004 *Garden of the Sun: A History of the San Joaquin Valley: 1772-1939*. 2nd ed., revised by William B. Secrest, Jr. Linden Publishing, Fresno, California.

Starr, Kevin.

- 2007 *California: A History*. Random House Publishing Group, New York, New York.

Varner, Dudley M. and David R. Stuart.

- 1975 *Survey of Archaeological and Historical Resources in the Central Yokohl Valley, Tulare County, California*. Sacramento: Report to the U.S. Bureau of Reclamation.

Wallace, William J.

- 1978 Southern Valley Yokuts. In *Handbook of North American Indians, Vol. 8, California*. Ed. Robert F. Heizer, pp. 448-461. The Geological Society of American, Inc., Boulder, Colorado

Zack, Richard.

- 2017 *Quest for Water Tulare Irrigation District its History, People, and Progression*. PartnerPress.org, Carlsbad, California.

APPENDIX A

Personnel Qualifications

Areas of Expertise

- Cultural Resource Management
- CEQA and Federal regulations
- Prehistoric Archaeology
- Laboratory Management
- Technical Writing
- Phase I Assessments

Years of Experience

- 14

Education

- M.A., Archaeology, University of Durham, 2014
- B.A., Anthropology, California State University, Fresno, 2009

Registrations/Certifications

- Registered Professional Archaeologist 41591505

Professional Affiliations

- Coalition for Diversity in California Archaeology
- Society for American Archaeology
- Society for California Archaeology
- Society of Black Archaeologists

Professional Experience

- 2019 – Present Principal Investigator, Taylored Archaeology, Fresno, California
- 2018 – 2019 Staff Archaeologist, Applied EarthWorks, Inc., Fresno, California
- 2016 – 2018 Principal Investigator, Soar Environmental Consulting, Inc., Fresno, California
- 2015 Archivist/Database Technician, Development and Conservation Management, Inc., Laguna Beach, California
- 2013 Laboratory Research Assistant, Durham University Archaeology Department and Archaeology Museum, Durham, England, UK
- 2011 – 2012 Laboratory Technician, University of Pennsylvania Museum of Archaeology and Anthropology, Philadelphia, Pennsylvania
- 2008 – 2009 Laboratory Technician, California State University, Fresno
- 2008 Field School, California State University, Fresno

Technical Qualifications

Ms. Sauls meets the Secretary of the Interior's Professional Qualification Standards as an archaeologist. She has conducted pedestrian surveys, supervised Extended Phase I survey, authored technical reports, and completed the Section 106 process with the State Historic Preservation Officer and Tribal Historic Preservation Officer. Her experience includes data recovery excavation at Western Mono sites and processing recovered artifacts in the laboratory as well as conducting archival research about prehistory and ethnography of Central California. Ms. Sauls has authored and contributed to technical and letter reports in compliance with of the National Historical Preservation Act (NHPA) Section 106 and the California Environmental Quality Act (CEQA). She also has supported NHPA tribal consultation and responded to Assembly Bill 52 tribal comments. Ms. Sauls also has an extensive background supervising laboratory processing, cataloging, and conservation of prehistoric and historical archaeological collections. In addition, she worked with the Rock Art Heritage Group in the management, preservation, and presentation of rock art in museums throughout England, including a thorough analysis of the British Museum's rock art collections. At Durham University Archaeology Museum, Ms. Sauls processed the excavated skeletal remains of 30 individuals from the seventeenth century.

APPENDIX B

Records Search Results



2/5/2024

Consuelo Sauls
Tailored Archaeology
6083 N. Figarden Drive, Suite 616
Fresno, CA 93722

Re: Hope Elementary School Water Systems Improvement Project
Records Search File No.: 24-040

The Southern San Joaquin Valley Information Center received your record search request for the project area referenced above, located on the Porterville USGS 7.5' quad. The following reflects the results of the records search for the project area and the 0.5 mile radius:

As indicated on the data request form, the locations of resources and reports are provided in the following format: ☒ custom GIS maps ☐ GIS data

Resources within project area:	None
Resources within 0.5 mile radius	P-54-002208, 004626
Reports within project area:	TU-01870
Reports within 0.5 mile radius:	TU-00489, 01015, 01886

Resource Database Printout (list): ☒ enclosed ☐ not requested ☐ nothing listed

Resource Database Printout (details): ☒ enclosed ☐ not requested ☐ nothing listed

Resource Digital Database Records: ☒ enclosed ☐ not requested ☐ nothing listed

Report Database Printout (list): ☒ enclosed ☐ not requested ☐ nothing listed

Report Database Printout (details): ☒ enclosed ☐ not requested ☐ nothing listed

Report Digital Database Records: ☒ enclosed ☐ not requested ☐ nothing listed

Resource Record Copies: ☒ enclosed ☐ not requested ☐ nothing listed

Report Copies: ☒ enclosed ☐ not requested ☐ nothing listed

OHP Built Environment Resources Directory: ☒ enclosed ☐ not requested ☐ nothing listed

Archaeological Determinations of Eligibility: ☒ enclosed ☐ not requested ☐ nothing listed

CA Inventory of Historic Resources (1976): ☐ enclosed ☐ not requested ☒ nothing listed

Caltrans Bridge Survey: Not available at SSJVIC; please see
<https://dot.ca.gov/programs/environmental-analysis/cultural-studies/california-historical-bridges-tunnels>

Ethnographic Information: Not available at SSJVIC

Historical Literature: Not available at SSJVIC

Historical Maps: Not available at SSJVIC; please see
<http://historicalmaps.arcgis.com/usgs/>

Local Inventories: Not available at SSJVIC

GLO and/or Rancho Plat Maps: Not available at SSJVIC; please see
<http://www.glorerecords.blm.gov/search/default.aspx#searchTabIndex=0&searchByTypeIndex=1> and/or
<http://www.oac.cdlib.org/view?docId=hb8489p15p;developer=local;style=oac4;doc.view=items>

Shipwreck Inventory: Not available at SSJVIC; please see
<https://www.slc.ca.gov/shipwrecks/>

Soil Survey Maps: Not available at SSJVIC; please see
<http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>

Please forward a copy of any resulting reports from this project to the office as soon as possible. Due to the sensitive nature of archaeological site location data, we ask that you do not include resource location maps and resource location descriptions in your report if the report is for public distribution. If you have any questions regarding the results presented herein, please contact the office at the phone number listed above.

The provision of CHRIS Data via this records search response does not in any way constitute public disclosure of records otherwise exempt from disclosure under the California Public Records Act or any other law, including, but not limited to, records related to archeological site information maintained by or on behalf of, or in the possession of, the State of California, Department of Parks and Recreation, State Historic Preservation Officer, Office of Historic Preservation, or the State Historical Resources Commission.

Due to processing delays and other factors, not all of the historical resource reports and resource records that have been submitted to the Office of Historic Preservation are available via this records search. Additional information may be available through the federal, state, and local agencies that produced or paid for historical resource management work in the search area. Additionally, Native American tribes have historical resource information not in the CHRIS Inventory, and you should contact the California Native American Heritage Commission for information on local/regional tribal contacts.

Should you require any additional information for the above referenced project, reference the record search number listed above when making inquiries. Invoices for Information Center services will be sent under separate cover from the California State University, Bakersfield Accounting Office.

Thank you for using the California Historical Resources Information System (CHRIS).

Sincerely,

Celeste M. Thomson
Coordinator

APPENDIX C

Native American Outreach



NATIVE AMERICAN HERITAGE COMMISSION

February 5, 2024

Consuelo Sauls
Taylored ArchaeologyVia Email to: csaulsarchaeo@gmail.com

Re: Hope Elementary School Water Systems Improvement Project, Tulare County

Dear Mr. Sauls:

A record search of the Native American Heritage Commission (NAHC) Sacred Lands File (SLF) was completed for the information you have submitted for the above referenced project. The results were negative. However, the absence of specific site information in the SLF does not indicate the absence of cultural resources in any project area. Other sources of cultural resources should also be contacted for information regarding known and recorded sites.

Attached is a list of Native American tribes who may also have knowledge of cultural resources in the project area. This list should provide a starting place in locating areas of potential adverse impact within the proposed project area. I suggest you contact all of those indicated; if they cannot supply information, they might recommend others with specific knowledge. By contacting all those listed, your organization will be better able to respond to claims of failure to consult with the appropriate tribe. If a response has not been received within two weeks of notification, the Commission requests that you follow-up with a telephone call or email to ensure that the project information has been received.

If you receive notification of change of addresses and phone numbers from tribes, please notify me. With your assistance, we can assure that our lists contain current information.

If you have any questions or need additional information, please contact me at my email address: Cameron.vela@nahc.ca.gov.

Sincerely,

*Cameron Vela*Cameron Vela
Cultural Resources Analyst

Attachment

CHAIRPERSON
Reginald Pagaling
ChumashVICE-CHAIRPERSON
Buffy McQuillen
Yokayo Pomo, Yuki,
NomlakiSECRETARY
Sara Dutschke
MiwokPARLIAMENTARIAN
Wayne Nelson
LuiseñoCOMMISSIONER
Isaac Bojorquez
Ohlone-CostanoanCOMMISSIONER
Stanley Rodriguez
KumeyaayCOMMISSIONER
Laurena Bolden
SerranoCOMMISSIONER
Reid Milanovich
CahuillaCOMMISSIONER
VacantEXECUTIVE SECRETARY
**Raymond C.
Hitchcock**
Miwok, NisenanNAHC HEADQUARTERS
1550 Harbor Boulevard
Suite 100
West Sacramento,
California 95691
(916) 373-3710
nahc@nahc.ca.gov
NAHC.ca.gov

**Native American Heritage Commission
Native American Contact List
Tulare County
2/13/2024**

County	Tribe Name	Fed (F) Non-Fed (N)	Contact Person	Contact Address	Phone #	Fax #	Email Address	Cultural Affiliation	Counties	Last Updated
Tulare	Kern Valley Indian Community	N	Brandy Kendricks, Tribal Member Monitor	30741 Foxridge Court Tehachapi, CA, 93561	(661) 821-1733		krazykendricks@hotmail.com	Kawaiisu Tubatulabal	Inyo,Kern,Los Angeles,San Bernardino,Tulare	1/29/2024
	Kern Valley Indian Community	N	Robert Robinson, Chairperson	P.O. Box 1010 Lake Isabella, CA, 93240	(760) 378-2915		bbutterbredt@gmail.com	Kawaiisu Tubatulabal	Inyo,Kern,Los Angeles,San Bernardino,Tulare	1/29/2024
	Tubatulabals of Kern Valley	N	Robert Gomez, Chairperson	P.O. Box 226 Lake Isabella, CA, 93240	(760) 379-4590	(760) 379-4592		Tubatulabal	Kern,Tulare	
	Tule River Indian Tribe	F	Kerri Vera, Environmental Department	P. O. Box 589 Porterville, CA, 93258	(559) 783-8892	(559) 783-8932	kerri.vera@tulerivertribe-nsn.gov	Yokut	Alameda,Amador,Calaveras, Contra Costa,Fresno,Inyo,Kern,Kings,Madera,Mariposa,Merced,Monterey,Sacramento,San Benito,San Joaquin,San Luis Obispo,Stanislaus,Tulare,Tuolumne	7/22/2016
	Tule River Indian Tribe	F	Joey Garfield, Tribal Archaeologist	P. O. Box 589 Porterville, CA, 93258	(559) 783-8892	(559) 783-8932	joey.garfield@tulerivertribe-nsn.gov	Yokut	Alameda,Amador,Calaveras, Contra Costa,Fresno,Inyo,Kern,Kings	7/22/2016
	Tule River Indian Tribe	F	Neil Peyron, Chairperson	P.O. Box 589 Porterville, CA, 93258	(559) 781-4271	(559) 781-4610	neil.peyron@tulerivertribe-nsn.gov	Yokut	Alameda,Amador,Calaveras, Contra Costa,Fresno,Inyo,Kern,Kings	
	Wuksachi Indian Tribe/Eshom Valley Band	N	Kenneth Woodrow, Chairperson	1179 Rock Haven Ct. Salinas, CA, 93906	(831) 443-9702		kwood8934@aol.com	Foothill Yokut Mono	Alameda,Calaveras,Contra Costa,Fresno,Inyo,Kings,Madera,Marin,Mariposa,Merced,Mono,Monterey,San Benito,San Francisco,San Joaquin,San Mateo,Santa Clara,Santa Cruz,Stanislaus,Tulare,Tuolumne	6/19/2023

This list is current only as of the date of this document. Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resource Section 5097.98 of the Public Resources Code.

Record: PROJ-2024-000541
Report Type: List of Tribes
Counties: Tulare
NAHC Group: All

This list is only applicable for contacting local Native Americans with regard to cultural resources assessment for the proposed Hope Elementary School Water Systems Improvement Project, Tulare County.

Native American Outreach Log

Hope Elementary School Water Systems Improvement Project, Tulare County, California

Organization	Name	Position	Address	Phone Number	Email Address	Letter	E-Mail	Summary of Contact
Native American Heritage Commission	Cameron Vela	Cultural Resources Analyst	1550 Harbor Boulevard Suite 100 West Sacramento, California 95691	(916) 373-3710	nahc@nahc.ca.gov		2/5/2024	In a letter dated February 5, 2024, the NAHC stated that the results were negative and suggested to contact the local Native American representatives on the list provided.
Kern Valley Indian Community	Brandy Kendricks	Tribal Member Monitor	30741 Foxridge Court, Tehachapi, CA 93561	(661) 821-1733	krazykendricks@hotmail.com	2/13/2024	2/21/2024	No response.
Kern Valley Indian Community	Robert Robinson	Chairperson	P.O. Box 1010 Lake Isabella, CA 93240	(760) 378-2915	bbutterbredt@gmail.com	2/13/2024	2/21/2024	No response.
Tubatulabals of Kern Valley	Robert Gomez	Chairperson	P.O. Box 226 Lake Isabella, CA 93240	(760) 379-4590		2/13/2024		Letter physically mailed certified. No email provided. Called on February 21 at 10:15 am to follow up. No answer and no voice mail to leave a message.
Tule River Indian Tribe	Neil Peyron	Chairperson	P.O. Box 589 Porterville, CA 93258	(559) 781-4271	neil.peyron@tulrivertribe-nsn.gov	2/13/2024	2/21/2024	No response.
Tule River Indian Tribe	Kerri Vera	Environmental Department	P.O. Box 589 Porterville, CA 93258	(559) 783-8892	kerri.vera@tulrivertribe-nsn.gov	2/13/2024	2/21/2024	No response.
Tule River Indian Tribe	Joev Garfield	Tribal Archaeologist	P.O. Box 589 Porterville, CA 93258	(559) 783-8932	joe_garfield@tulrivertribe-nsn.gov	2/13/2024	2/21/2024	No response.
Wuksache Indian Tribe/Eshom Valley Band	Kenneth Woodrow	Chairperson	1179 Rock Haven Ct. Salinas, CA 93906	(831) 443-9702	kwood8934@aol.com	2/13/2024	2/21/2024	No response.



EXAMPLE

February 13, 2024

Brandy Kendricks, Tribal Member Monitor
Kern Valley Indian Community
30741 Foxridge Court
Tehachapi, CA 93561

RE: The Hope Elementary School Water Systems Improvement Project, City of Porterville, Tulare County, California

Dear Brandy Kendricks,

Taylored Archaeology is currently under contract to Provost & Pritchard Consulting Group to provide cultural resource services for the proposed Hope Elementary School Water Systems Improvement Project in the City of Porterville, Tulare County, California. The proposed project will be consolidating with the City's existing water system. The project would include installing a new water main connecting the school to the City's water system. The project proposes to construct approximately 2.3 miles of a 12-inch water main along South Indiana Avenue and West Teapot Dome Avenue. The project site is located south of Porterville, along South Indiana Avenue and West Teapot Dome Avenue, intercepting Highway 65. This project is subject to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The project boundary is in Sections 10, 11, 14, and 15, Township 22 South, Range 27 East, Mount Diablo Meridian of Porterville, California 7.5-minute USGS quadrangle (see attached map).

A search of the Native American Heritage Commission's (NAHC) Sacred Lands File did not indicate the presence of tribal or cultural resources in the immediate project area. Taylored Archaeology also requested a records search of the project area at the California Historic Resources Information System (CHRIS), Southern San Joaquin Valley Information Center (SSJVIC) located at the California State University, Bakersfield. The records search results did not identify any previously recorded cultural resources within the project boundary. An archaeological pedestrian survey of the project was conducted on February 10, 2024. No cultural resources were encountered during the pedestrian survey.

The NAHC provided your name and address as someone who may have interest in sharing information regarding sacred sites, tribal cultural resources, or other resources of importance in the project area. Please note this outreach letter is research for a cultural resources investigation and is not government-to-government consultation under Assembly Bill 52 or Section 106. Taylored Archaeology understands and takes measures to protect the confidentiality of archaeological site locations, cemeteries, or sacred places, as required by law. Taylored Archaeology will not disclose locational information in any document available to the general public.

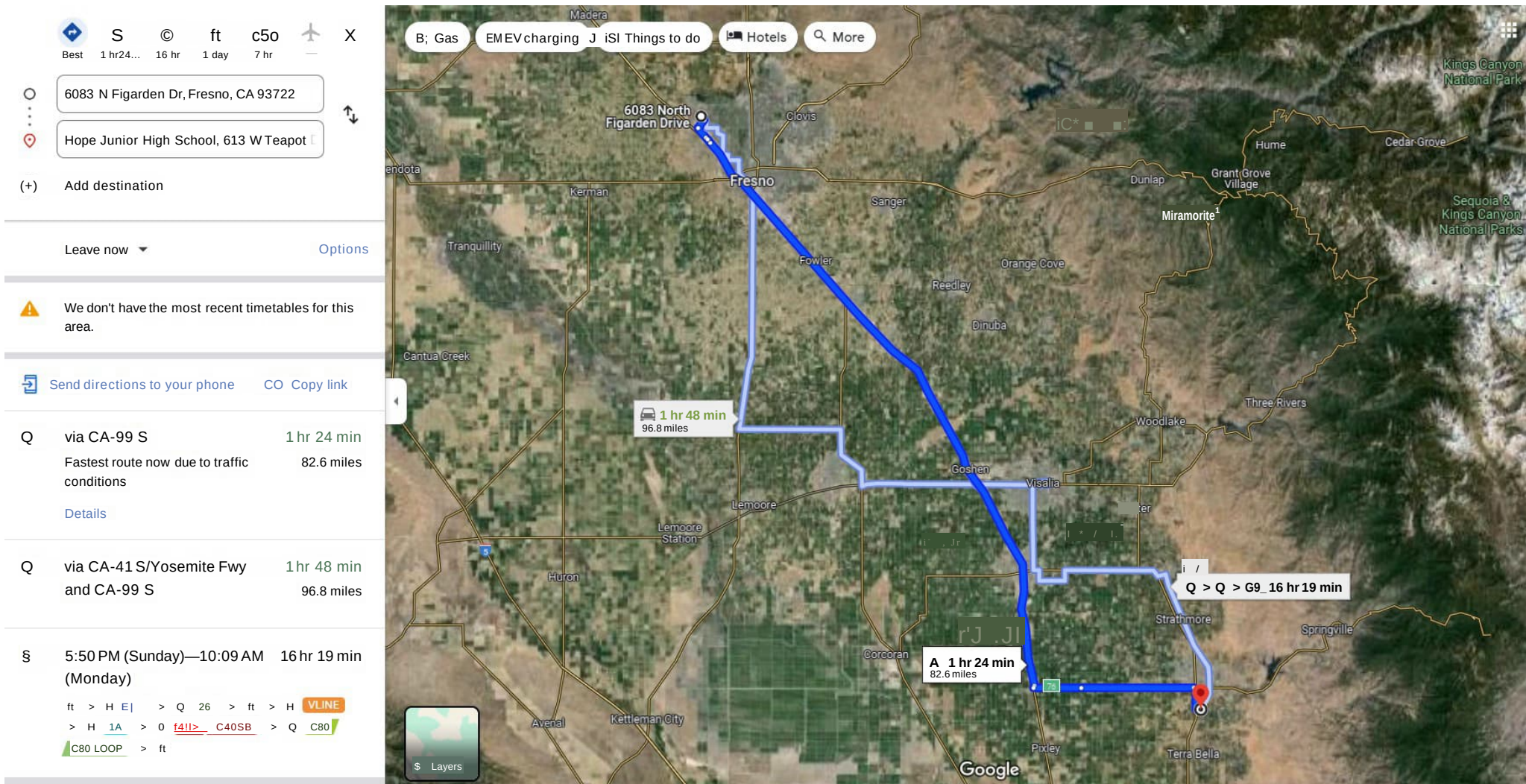


If you have information that you would like to share, please feel free to contact me by email at csaulsarchaeo@gmail.com, or send a letter to my attention at 6083 N. Figarden Dr., Ste. 616, Fresno, CA 93722. Any response by February 28, 2024, would be greatly appreciated.

Sincerely,

A handwritten signature in blue ink that reads 'Consuelo Sauls'.

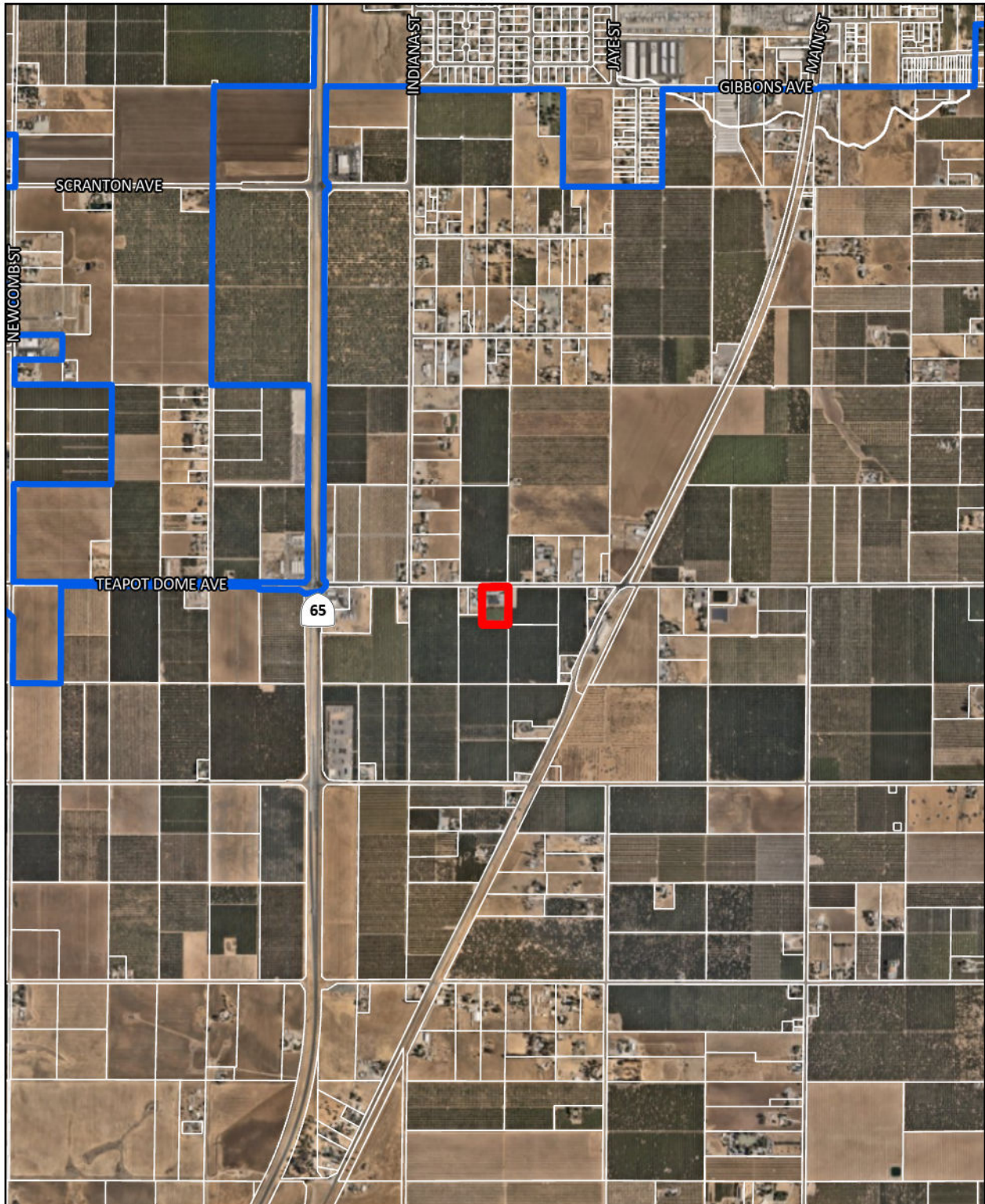
Consuelo Y. Sauls, M.A., RPA # 41591505
Archaeologist



Cultural survey on February 10, 2024. Round trip mileage of 165 miles from Fresno Office to Project site at Hope Elementary School in Porterville, CA.

Locator Map

Hope Elementary School



Hope Elementary School
613 W Teapot Dome Ave

-  Project Location
-  City Limits

1 in = 2,000 feet



GPLU Hope Elementary School



Hope Elementary School
613 W Teapot Dome Ave

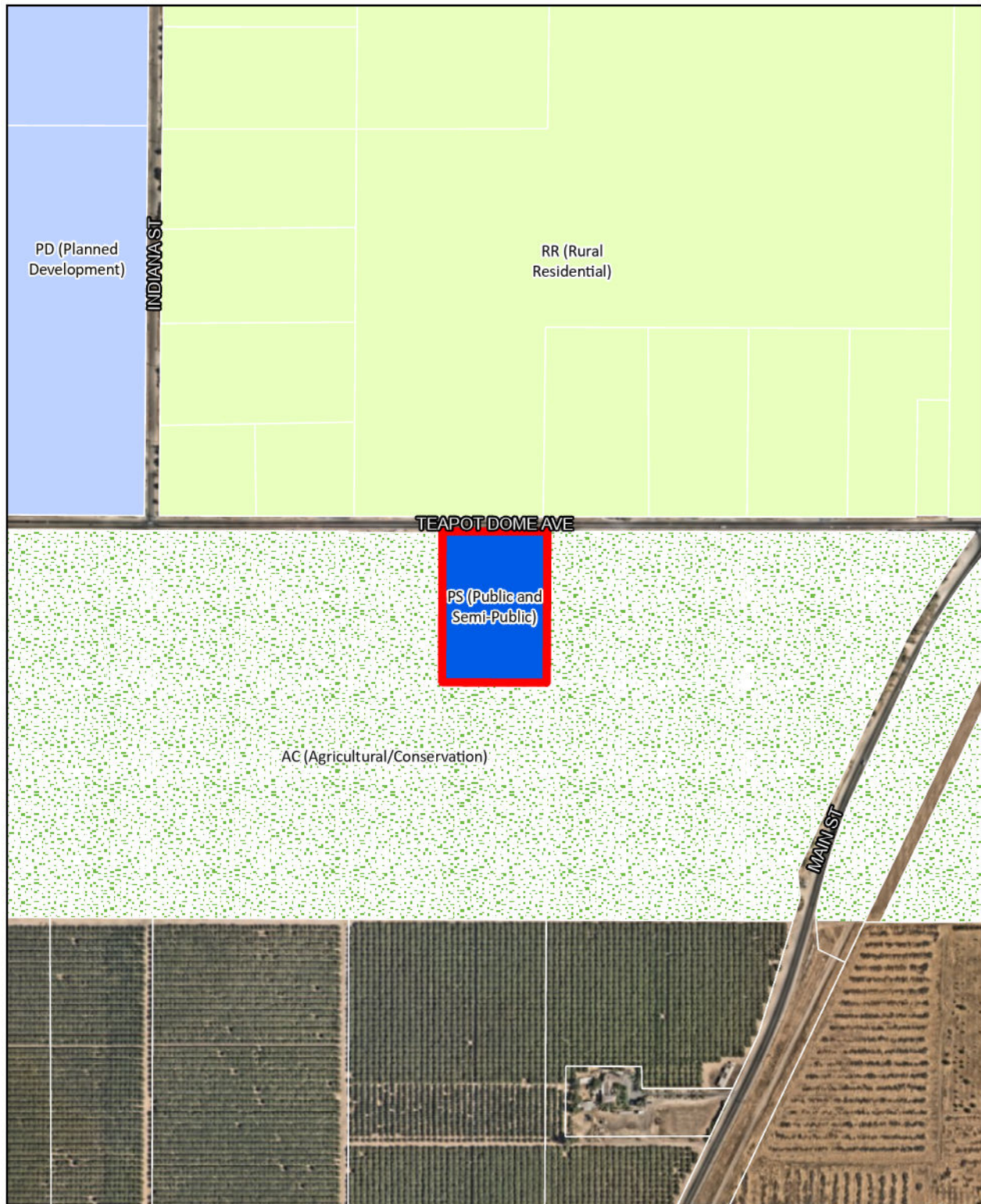
 Project Location

1 in = 500 feet



Date Printed: 10/10/2025 by the Community Development Department

Zoning Hope Elementary School



Hope Elementary School
613 W Teapot Dome Ave

 Project Location

1 in = 500 feet



CHAPTER 5 MITIGATION, MONITORING, AND REPORTING PROGRAM

This MMRP has been formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) for the Project. The MMRP lists mitigation measures recommended in the IS/MND for the Project and identifies monitoring and reporting requirements.

Table 5-1: Mitigation, Monitoring, and Reporting Program presents the mitigation measures identified for the Project. Each mitigation measure is numbered with a symbol indicating the topical section to which it pertains, a hyphen, and the impact number. For example, AIR-2 would be the second mitigation measure identified in the Air Quality analysis of the IS/MND.

The first column of **Table 5-1: Mitigation, Monitoring, and Reporting** Program identifies the mitigation measure. The second column, entitled “When Monitoring is to Occur,” identifies the time the mitigation measure should be initiated. The third column, “Frequency of Monitoring,” identifies the frequency of the monitoring of the mitigation measure. The fourth column, “Agency Responsible for Monitoring,” names the party ultimately responsible for ensuring that the mitigation measure is implemented. The last columns will be used by the Lead and Responsible Agencies to ensure that individual mitigation measures have been complied with and monitored.

Table 5-1: Mitigation, Monitoring, and Reporting Program

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Biological Resources						
BIO-1 A)	(Avoidance) The Project's construction activities will occur, if feasible, between September 1 and January 31 (outside of the nesting bird season) to avoid impacts to nesting birds.	Prior to the start of construction activities	Daily	Hope Elementary School District	Contractor's construction schedule	
BIO-1 B)	(Pre-construction Surveys) If activities must occur within the nesting bird season (February 1 to August 31), a qualified biologist will conduct a pre-construction survey for active migratory bird nests no more than seven days prior to the start of the construction within the project site and surrounding lands up to 100 feet from the project site and for active raptor nests within the project site and all accessible lands up	Prior to the start of construction activities	7 days prior to the start of construction	Hope Elementary School District	Qualified Biologist report of pre-construction survey	
BIO-1 C)	(Avoidance Buffers) On discovery of any active nests near work areas, the biologist will determine appropriate construction setback distances (avoidance buffers) based on applicable CDFW and/or USFWS guidelines, the biology of the species, and work and site conditions. If necessary, avoidance buffers will be identified with flagging, fencing, or other easily visible means, and will be maintained until the biologist has determined that the nestlings have fledged.	Prior to the start of construction activities	7 days prior to the start of construction	Hope Elementary School District	Qualified Biologist report of pre-construction survey	
Cultural Resources						
CUL-1	(Archaeological Resources) In the event that archaeological resources are encountered at any time during construction, development or any ground-moving activities within the entire Project area, all work in the vicinity of the find shall halt until a qualified archaeologist can assess the discovery. The Project applicant shall implement all recommendations of the archaeologist necessary to avoid or reduce to a less than significant level potential impacts to cultural resource. Appropriate	During construction activities	Daily	Hope Elementary School District	Hope Elementary School District with assistance of a qualified archaeologist	

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	actions could include a Data Recovery Plan or preservation in place.					
CUL-2	(Human Remains) If human remains are uncovered, or in any other case when human remains are discovered during construction, the Tulare County Coroner is to be notified to arrange proper treatment and disposition. If the remains are identified—on the basis of archaeological context, age, cultural associations, or biological traits—as those of a Native American origin, California Health and Safety Code 7050.5 and Public Resource Code 5097.98 require that the coroner notify the NAHC within 24 hours of discovery. The NAHC will then identify the Most Likely Descendent (MLD) who will determine the manner in which the remains are treated.	During construction activities	Daily	Hope Elementary School District	Hope Elementary School District with assistance of County Coroner	
Geology and Soils						
GEO-1	(Paleontological Resources) Should a unique paleontological resource, site, or unique geological feature be unearthed during any stage of Project activities, work in the area of discovery will cease until the area is evaluated by a qualified geologist and/or paleontologist. If discoveries are uncovered, the Project proponent will abide by recommendations of the geologist or paleontologist.	During construction activities	Daily	Hope Elementary School District	Hope Elementary School District with assistance of a qualified geologist and/or paleontologist	



CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Authorization of an Amended and Restated Development Agreement and Introduction of an Ordinance Relating to the Cannabis Express Dispensary

SOURCE: City Manager's Office

COMMENT: On July 24, 2023, the City Council approved a Development Agreement with Cannabis Express, Inc., which was recorded on August 2, 2023. The agreement authorized the establishment and operation of a licensed commercial cannabis dispensary at 200 North Main Street, consistent with the City's municipal code and applicable State laws.

Since its approval, Cannabis Express has maintained operations in compliance with City and State cannabis regulations. Following updates to State law and the City's cannabis ordinances, Cannabis Express has requested an amendment to the existing agreement to update certain operating provisions, including adjustments to security staffing requirements to align with current State standards under the California Business and Professions Code and California Code of Regulations.

The proposed Amended and Restated Development Agreement incorporates these updates and clarifications, reaffirming the City's existing regulatory authority and the business' continued compliance obligations. The amended agreement also continues the existing community benefit provisions requiring the annual payment of the greater of one percent of gross receipts or thirty thousand dollars to the City to support community programs, beautification efforts, and public safety initiatives.

The agreement maintains the same term, expiring on August 31, 2038, with an option for one five-year extension subject to compliance with the City's ordinances and Development Agreement provisions. Other sections, including insurance requirements, security protocols, environmental compliance, and operational standards, remain consistent with the City's adopted cannabis framework.

The companion ordinance formally approves and adopts the Amended and Restated Development Agreement and authorizes the Mayor and City Clerk to execute the agreement on behalf of the City.

RECOMMENDATION:

That the City Council:

1. Conduct a Public Hearing to receive public testimony regarding the proposed Amended and Restated Development Agreement between the City of Porterville and Cannabis Express, Inc., relating to the continued operation of its commercial cannabis dispensary located at 200 North Main Street, Porterville, California;
2. Approve the draft ordinance; give first reading by title only, and order the Ordinance to print; and
3. Waive further reading and schedule the second reading and adoption for the next regular City Council meeting, pending final review and approval by the City Attorney.

ATTACHMENTS:

1. Draft Development Agreement
2. Draft Ordinance

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

RECORDING REQUESTED BY

City of Porterville

AND WHEN RECORDED MAIL TO:

City of Porterville

291 N. Main Street

Porterville, CA 93257

Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

**AMENDED AND RESTATED COMMERCIAL CANNABIS DISPENSARY
DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND
CANNABIS EXPRESS, INC.**

THIS **AMENDED DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this 5 day of ~~Month June~~October, 202335, (the "Execution Date"), by and between the **CITY OF PORTERVILLE**, a California municipal corporation ("City") and **CANNABIS EXPRESS, INC.** ("Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement:

RECITALS

WHEREAS, the State of California enacted California Government Code Sections 65864 et seq. ("Development Agreement Statutes") to authorize municipalities to enter into development agreements (and amendments thereto) with those having legal or equitable interests in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction;

WHEREAS, the purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the Owner, and to meet certain public purposes of the local government;

WHEREAS, the City has adopted Municipal Code Article 609, establishing the procedures and requirements for the consideration of development agreements with the City;

WHEREAS, Owners currently hold legal or equitable interest in real property

considered in this Agreement which has a development area approximately **3,850** square feet located at 200 North Main Street, City of Porterville, State of California (the "Site"). The Site includes Assessor's Parcel Number: 253-182-001, and is more fully described in Exhibit A and shown on the map in Exhibit B. Both exhibits being attached hereto and incorporated herein by this reference;

WHEREAS, presently, the owner and CEO of Cannabis Express, Inc., Darin Garrett, owns the site/real property for the purpose of commercial cannabis related activities, specifically the development and operation of a commercial cannabis dispensary. Such Commercial Cannabis facilities shall operate in accordance with all applicable provisions of Business and Professions Code §§26000-26231.2; California Health and Safety Code Safety Code §§ 11357-11362.9 and 11362.7- 11362.85; Revenue and Taxation Code §§ 34010-34021.5; Vehicle Code §§ 2429.7 and 23222; Water Code §§ 1831, 1847, and 13276; the City of Porterville Municipal Code as it applies to such facilities (collectively the "Applicable Cannabis Laws"), and all Resolutions and procedures adopted or authorized by the City in accordance with those laws and regulations. Prior to operating a commercial dispensary Owner shall be required to obtain a Commercial Cannabis Permit from the City, and all related permits and licenses prior to the operation of same, pursuant to Chapter 15, Article VII and Chapter 21, Article 609 of the Porterville Municipal Code.

WHEREAS, Owner has obtained or ~~will obtain~~ a California State License issued, pursuant to Applicable Cannabis Laws, to operate a commercial storefront dispensary at the Site. The definition of "Property Owner" hereunder shall mean and refer to the fee simple owner of the property. The definition of "Owner" hereunder shall mean and refer to any authorized tenant of the Site to the extent such party holds or is covered by a Commercial Cannabis Permit;

WHEREAS, Owner ~~has applied to this~~ has applied to this permit with the City for a Commercial Cannabis Permit (*hereinafter* "CCP") to conduct Commercial Cannabis Activities. No such activities are allowed or authorized without a Development Agreement, a Commercial Cannabis Permit, and all requirements pursuant to the above-referenced City regulations;

WHEREAS, on July 24, 2023, the Owner and the City, after a duly noticed public hearing and authorization by the City Council, entered into a Commercial Cannabis Dispensary Development Agreement Between the City of Porterville and Cannabis Express, Inc., which was recorded on August 2, 2023; -

WHEREAS, Owner ~~presently intends to~~ has developed and operates a commercial storefront dispensary on the Site consistent with the Applicable Cannabis Laws and Project Approvals (known as the "Project"); -

WHEREAS, the Project ~~will~~ consists of: one commercial building totaling approximately 3,850 square feet; -

WHEREAS, in 2019, Ordinance Nos. 1853 and 1854 came into effect authorizing specified Commercial Cannabis Activities within the City of Porterville, in strict compliance with related State of California laws, regulations and policies, under specified conditions and provisions;

WHEREAS, on _____, 2025, the City of Porterville adopted Amendments to the Ordinances Nos. 1853 and 1854, adding some additional flexibilities permitted by State law concerning the operations of Cannabis Dispensaries;

WHEREAS, all procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied;

WHEREAS, the City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. The City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in City's General Plan, zoning code and municipal ordinances;

WHEREAS, the City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner(s) has represented to City that it would not consider or engage in the Project absent City approving this Agreement;

WHEREAS, the City agrees that Owner's land use entitlements for the Project shall vest for the term of this Agreement as described below;

WHEREAS, in conjunction with the City's applicable ordinances and resolutions, the Zoning Administrator of the City reviewed, considered and recommended environmental clearance and recommended approval of the execution of this Agreement to the City Council. The Zoning Administrator found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the City's zoning laws; in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely

affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City;

WHEREAS, after conducting a duly noticed hearing on INSERT DATE October 21, 2025, in conjunction with the City's applicable ordinances and resolutions, and after independent review and consideration, the City Council approved the execution of this Amended Agreement. The City Council found this Amendment is e-Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the City's zoning laws; in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Porterville and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Government Code and Municipal Code Required Elements

- Description of Property. Land situated in the City of Porterville, County of Tulare, State of California; whose street address is 200 North Main Street, City of Porterville, State of California (the "Site"). The Site includes Assessor's Parcel Number: 253-182-001.

- Owner and Other Person with Legal or Equitable Interest.

Owner: Darin Garrett
Nature of Interest: *Owner*

If Owner is not the fee simple owner of the Site, check box below:

[X] Owner represents and warrants that the property owner has consented in writing to the execution and recordation of this Agreement against the Site. See attached Landlord Consent agreement, incorporated herein by this reference (Exhibit A).

- Permitted Uses. The subject property may be used for commercial storefront cannabis dispensary as presently authorized under City Chapter 15, Article VII of the Porterville Municipal Code, §§ 15-85 through 15-105 and Chapter 21, Section 301.23, and 609.01 through 609.11, and for any other use as authorized under applicable provisions of the Porterville Municipal Code.

- Zoning. Owner shall guarantee that such activities outlined in Owner's Commercial Cannabis Permit Application ("Application") conducted pursuant to this Agreement and under the Commercial Cannabis Permit shall comply with the City's municipal code, including the above-referenced zoning regulations and any and all development and construction requirements contained therein. Owner

shall not conduct any business under this Agreement or under the Commercial Cannabis Permit without having obtained all necessary permits, licenses, and approvals from the City and State of California.

- Reservation or Dedication of Land for Public Purposes. If needed, sufficient roadway, sidewalk, and utility easements shall be reserved or dedicated to City for such purposes.

2. Term

This Agreement shall commence on the date the Ordinance approving this Agreement goes into effect (the "Effective Date") and it shall end ~~fifteen (15) years from the starting date~~ August 31, 2038, and it shall remain in full force and effect so long as the subject property has been developed and is used for the approved commercial cannabis facility as authorized under City Ordinance Nos. 1853 and 1854; provided, however, that such use must be commenced and begin operating within two (2) years of the Effective Date, and said operations/use is not abandoned for a period of more than ninety (90) days. This Agreement shall be extended for up to 1 additional **5-year** period following the expiration of the initial ~~fifteen (15)-year~~ term upon the occurrence of all of the following:

- (i) The Owner shall give written notice to the City no later than one hundred twenty (120) days before the expiration of the initial fifteen year term that the Owner desires to extend this Agreement for an additional **5-year** period;
- (ii) The Owner shows adequate evidence to the City that it has a legal and/or equitable interest in the Property and/or will have such interests for the duration of the extended term of the Agreement;
- (iii) The Owner shall deposit all fees required by the City necessary for processing the extension request and drafting necessary documentation;
- (iv) The Owner shall be in compliance with all provisions of Ordinance Nos. 1853 and 1854, and all terms imposed by the City-issued Commercial Cannabis Permit; and
- (v) The Owner shall not be in default of any provision of any agreement between City and Owner relative to the development of the Property or of any condition of approval imposed upon any entitlement granted by the City relative to the development of the Property for which Owner has been given a written notice to cure by the City and for which Owner has not cured or commenced to cure such default within thirty (30) days, if and as provided by such agreement or condition of approval.

3. General Business/Store and Offices – The facility will maintain hours of

operation consistent with [Section 15-87.L. of requirements specified in](#) the Municipal Code, with generally a minimum of eight employees per shift. The parties may agree to a different number if warranted by the business volume.

4. **Parking/Loading Access.** The proposed project is located in Downtown Parking District 1 Zone A, which does not require parking spaces for businesses within it, if the building is three (3) floors or less. The project complies with the CALGreen Tier 1 by incorporating storm water pollution prevention measures, installing energy- and water-efficient equipment, and planting native and drought-tolerant landscaping at the front of the property.
5. **Security:** The project will secure the facility against unauthorized entry by installing security lights on the exterior of the building to illuminate the side areas and parking area, installing commercial-grade locks, installing an alarm and video surveillance system, establishing procedures for identifying authorized persons, establish inventory controls, and install a secure surveillance vault to maintain the integrity of records. Further, the project shall have a separately secured, limited access area, where all persons must be at least 21 years of age and have a business reason for entering the area; non-employees with authorized access must be escorted, and an access log must be maintained. In addition, the applicant will [employ licensed security personnel or](#) engage a licensed security company to provide an operational security plan in compliance with applicable [City Regulations and policies](#)~~State law and regulations~~.
6. Owner's Site and Floor Plans
 - Owner's site plan and floor plan for the facility are attached hereto as Exhibit B and incorporated into the Application.
 - A preliminary landscape plan shall be prepared and reviewed and approved by the City Manager, the Community Development Director, the Engineering and Project Management Director, and/or their respective designees. A final landscape plan shall be prepared and submitted in conjunction with building and site improvement plans prior to issuance of building permits for construction activities.
 - An exterior signage plan shall be prepared and reviewed and approved by the appropriate City staff in accordance with the procedures and requirements of the Porterville Municipal Code. **Owner agrees that it will not use the words "Cannabis" or "Marijuana" (or any forms or derivatives of the words) in the business name signage.**
7. Facility Operations
 - Standard Operating Procedures. Owner is a lawful entity that will only

transact business with other legally permitted persons and entities under the California Cannabis Laws. Prior to operating a dispensary, Owner shall be required to obtain a Commercial Cannabis Permit, and all requirements pursuant to said permit, from the City pursuant to City Ordinance Nos. 1853 and 1854. Further, and notwithstanding anything to the contrary, Owner may operate such cannabis-related activities as permitted in accordance with California state laws and regulations, as may be amended, including without limitation, as long as such activity is not inconsistent with Ordinance Nos. 1853 and 1854, this Development Agreement, the City-issued Commercial Cannabis Permit, and the Porterville Municipal Code.

During the term of its CCP and the term of this Agreement, Owner shall lawfully operate in accordance with all state and local laws. Owner shall employ exemplary operating procedures to comply with state and local laws. Owner's facility shall employ safety and security measures for the safety and security of its employees, visitors, vendors, and neighboring communities and properties.

Owner shall fully comply with the minimum Operating Standards regulating the proposed Commercial Cannabis Activity as set forth in ~~Article~~ Chapter 15, Article 15.7, Sections 15-85 through 15-105 of the Porterville Municipal Code, ~~and those required by Ordinance No. 1853, as may be amended from time to time.~~

- Security Plan. Owner shall secure approval of its proposed security plan by the City prior to operating, and has attached its draft plan as Exhibit C. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and/or security, protection of the building(s) from vehicle intrusion, cash handling procedures, internal accounting controls, product handling and storage procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by City. See Porterville Municipal Code Section 15-87, subsections (N) and (O), for minimum security requirements.

Video surveillance shall include, at a minimum, all site and facility entrances and access points, all spaces accessible by the public, all secured areas of the facility with restricted access, all interior spaces and rooms where cannabis products are handled, shipping and receiving areas, cash storage areas, and other areas necessary to protect the safety of employees and the public and to ensure cannabis products are received, handled, stored, and sold in compliance with applicable state and local laws and regulations. The video surveillance system shall be web-based with direct access provided to the City of Porterville Police Department upon request.

The security system shall also include sensors to detect entry and exit from all secure areas, panic buttons in appropriate locations, and a professionally monitored alarm system with glass breakage sensors and motion detectors.

Owner shall contract with or employ properly trained and licensed third-party security personnel in conformity with the requirements specified by applicable California law and regulations, to protect the welfare and safety of Owner and employees, and to ensure public safety to the neighboring community. Owner shall use security personnel during all hours of business operations. Security personnel may be armed so long as proper licensing and insurance requirements are followed and met by the third-party operator providing such security services.

Further, the project shall have a separately secured, limited access area, where all persons must be at least 21 years of age and have a business reason for entering the area; non-employees with authorized access must be escorted, and an access log must be maintained. The (nonlimited access) reception area shall be completely separated and secured from the dispensary operations, and shall be operated in conformity with all applicable laws and regulations, and by an employee at least 21 years of age, with concurrent monitoring by onsite security personnel.

- Fire Department Approval. Owner shall not operate any facility, and no permit, license, or other approval issued by City shall be valid unless and until the Porterville Fire Department has approved Owner's site plan, floor plan, safety plan, and any other plans that require its approval.

- Possession of Firearms. Except for licensed and bonded security personnel, no person employed or contracted by Owner shall be in possession of any firearm while on the premises or location without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearm. Every such person in possession of a firearm while on the premises or location must provide the City Manager and the Porterville Police Department, ten (10) days before bringing the firearm onto the premises, with the following:

- 1) A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearm;
- 2) A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency);
- 3) A copy of his or her California driver's license or California identification card; and
- 4) Any other information reasonably required by the Porterville Police Department to show that the individual is in compliance with the provisions of all laws regarding the possession and use of a firearm.

- Identification Display. Each owner, manager, employee, and individual member engaged in the operation of the business shall at all times while engaged

in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by Owner.

- Employee Background Checks and Procedures for Inventory Control to Prevent Non-Medical Diversion of Medical Cannabis. Only employees who receive the required background clearance pursuant to Section 15-89 of the Porterville Municipal Code shall be permitted to enter Owner's facility. Each employee will have to meet a criminal background investigation as required by the City, which at minimum shall include a LiveScan criminal history check, which City shall make a good faith effort to facilitate within a reasonable time following the issuance of a Commercial Cannabis Permit(s) or license(s) to Owner.

Owner shall take all necessary and reasonable steps to prevent the sale or distribution of any of its cannabis products to minors; prevent revenue from the sale or distribution of its cannabis and/or infused products from going to criminal enterprises, gangs and cartels; prevent the diversion of cannabis from California to any other state; prevent state-authorized cannabis activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the sale of cannabis; discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with cannabis use; disavow growing cannabis on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and discourage and educate against cannabis possession or use on federal property.

- Point of Sale Tracking System. Owner shall maintain an inventory control and reporting system that accurately documents the cannabis products. The inventory control and reporting system shall comply with the track and trace program required by California Cannabis Law and regulations issued thereunder.

Owner shall employ an electronic point of donation/sale system approved by the State of California for all point of donations/sales tracking from seed or inception to product distribution to other licensed commercial cannabis facilities. Such approved system shall track all commercial cannabis products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). Owner's point of sale system shall have the capacity to produce historical transactional data in accordance with City's requirements.

- Record Keeping. Owner shall maintain records for all commercial cannabis and/or infused products. Owner shall comply with all record-keeping responsibilities that are set forth in Ordinance No. 1853, Section 15-87(O) of the Porterville Municipal Code, including complete and up-to-date records regarding the amount of commercial cannabis delivered and sold, and applicable State law.

- Commercial cannabis sales shall not create offensive odors; create

excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; or be hazardous due to use or storage of materials, processes, products, or wastes.

Owner shall store its commercial cannabis and/or commercial cannabis products in a locked safe room with T-card identification access for management only. The safe room shall be constructed of fire-rate walls with numerous cameras installed to view all entries and exits from the safe room, as well as all other activities performed within Owner's facility. Owner will not conduct outdoor operations except as related to lawful delivery and transportation of commercial cannabis and infused products. Owner will not store commercial cannabis or related products in its delivery vehicle outside normal operating hours of the facility.

Any excess or contaminated product will be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

- Description of Banking Plan. Owner shall seek to open a bank account under the name of Owner or its associated management company to provide transparency for funds received, operational costs, including payroll, tax payments to the state and federal governments. Should a bank account not be forthcoming, Owner shall implement other industry standard banking and/or other industry standard transactional mechanisms.

- Transportation and Delivery Plan. Owner shall comply with all state and local law regarding transportation and delivery, including the rules governing delivery service. Owner shall retain a list of names and cellular contact numbers for all employees engaged in transportation and/or delivery of commercial cannabis products and provide it to the applicable oversight authority, keeping the list current and up to date.

Owner will keep complete and up-to-date records documenting each delivery, including the amount/product(s) provided, the date and time provided, the name of the employee making the delivery, the name and address of the individual corporation to whom delivery is made, and the amount of the related sale/monetary transaction.

8. Community Relations, Employment, and Wages

- Public Outreach and Education Program. The Owner shall coordinate and cooperate with City and any other Owners of commercial cannabis dispensaries located within City of Porterville in the establishment and implementation of appropriate public outreach and education programs. The public outreach and

education programs shall be approved by City.

- Community Benefits Program. The Owner shall coordinate and cooperate with the City and other Owners of commercial cannabis facilities located within the City of Porterville in the City Council's establishment and implementation, and the Owners' funding of a community benefits program which could include such items as senior citizen programs, City beautification efforts, funding for enforcement against illegal cannabis operations, public safety, housing programs, economic development, infrastructure, capital improvements, including expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service, public safety, and special social and community organizations. This community benefits program may be implemented by the City. The City may invite public participation in the decision-making process for identifying and prioritizing community needs and benefits, and identifying appropriate projects to be funded by the entity implementing this community benefits program. All projects under the community benefits program must be approved by the City.

Owner agrees, as a business expense, to pay the City the yearly sum of \$30,000.00 or 1% of Owner's annual gross receipts, whichever amount is greater, from the commercial operation on the Premises. Unless otherwise agreed to in writing by the parties the above amount shall be paid over the course of the calendar year on a quarterly basis, with payments due within 30 days of the end of each quarter. The first payment shall be due at within 30 days of the end of the first quarter for which the commercial operation at the Premises was operational and prorated to account for when during the quarter the opening occurred.

- Designation of Community Relations Liaison. Owner shall designate and identify, in writing, the personnel who shall At the time of this Agreement, Owner's day-to-day operations managers, Darin Garrett and/or Maria Marrero, ~~will~~ be responsible for community inquiries and complaints and on-site management during normal business hours.

• ~~Interface with City of Porterville Police / Inspections.~~ Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, Darin Garrettas specifically designated and identified in writing, will interface with the Porterville Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Porterville Police Department's assigned designee acting at the City Manager's request and per his specific and limiting instructions, shall have the right to enter all Premises from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Agreement and state and local laws and regulations,

without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City. ~~See, Ordinance No. 1853, as well as Porterville Municipal Code Section 15-87, 15-96.~~

•

____ Owner's Initials

Formatted: Indent: Left: 0.57", First line: 0", Bulleted + Level: 3 + Aligned at: 0.08" + Indent at: 0.58"

- Local Recruitment, Hiring, and Training Programs. Owner is committed to making a good-faith effort to recruit, hire, and train City residents for employment by Owner. A good-faith effort means Owner shall take the following or similar actions to recruit and employ City residents: 1) Contact local recruitment sources, including the Employment Connection, to identify qualified individuals who are City (or City area) residents, 2) Advertise for qualified City residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employ City residents as a part of the its workforce. The Owner commits to a local annual hiring goal of 50% of total operational jobs for permanent and apprentice employees. This goal shall apply horizontally, across all departments and managerial positions. The Owner shall not be penalized or deemed in default under this Agreement if it is unable to achieve such a goal. "Local" is defined as within a 3-mile radius of the boundaries of the City's boundaries. The Owner shall contact and work with a job referral agency (e.g. the Employment Connection) assigned by the City Manager to implement a local hiring policy for permanent and apprentice employees. The purpose of the hiring policy is to facilitate the training and employment of local and disadvantaged job applicants for jobs within the City's jurisdiction, and 3-mile radius of City boundaries. Applicants for jobs shall not be disqualified from hiring solely on the basis of an arrest or conviction for a Cannabis-related crime that occurred prior to November 8, 2016, and could have been prosecuted as a misdemeanor or citation under current California law. The Owner shall report on compliance with the local hiring goals as part of its annual audit report.

9. Public Art Feature/Element. Owner agrees to provide a historical/artistic feature as a component of its project, located at or near the Property (for example, the completion of a mural located on the second story of the building along Putnam Avenue). The artistic feature will be subject to the review of the City Cannabis Ad Hoc Committee and City of Porterville Arts Commission, and the approval of the City Council, prior to the commencement of work on the feature. Work on the feature must be commenced within two years of the opening of the business.

10. Indemnification Agreement by each Cannabis Permittee

~~Pursuant to Ordinance Nos. 1853 and 1854, and including Porterville Municipal Code Section 15-87(T),~~ to the fullest extent permitted by local, state and/or federal law, the City of Porterville shall not assume any liability whatsoever with respect to having issued a Commercial Cannabis Permit or executed a Development Agreement pursuant Ordinance No. 1853 and Chapter 609 of the

Development Code, or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any Commercial Cannabis Permit and to the execution and approval of a Development Agreement, the Owner shall be required to meet all the conditions enumerated in Porterville Municipal Code Sections 15-85 through 15-105, before this Agreement may be executed, and before they can receive the Commercial Cannabis Permit. The City Manager shall require the Owner and Property Owner/each Commercial Cannabis Permittee to execute a separate Indemnification Agreement prepared by the City that fully indemnifies the City for all liabilities associated with the Commercial Cannabis Permit, the Commercial Cannabis Permittee's Commercial Cannabis Activities, and any action taken by the Cannabis Permittee, and/or arising out of Owner's or Property Owner's obligations under this Agreement. The Indemnification Agreement shall include the defense of the City and reimbursement of all fees, costs and expenses incurred by the City related to any action arising from this Agreement. Attached as Exhibit E, and incorporated herein by this reference, is true and correct copy of a fully executed Indemnification Agreement.

11. Fees, Costs, and Taxes

- Permit Fees. Owner agrees to pay all permit fees and charges authorized and referenced in ~~Ordinance Nos. 1853 and 1854~~ [the City's regulations](#), all amounts adopted by City Council and as required by applicable laws and regulations, and any fees set forth in this Agreement. Permit application, processing, and renewal fees shall be due and payable at the time application is made or renewed.
- Cannabis Business Tax. Owner shall comply with all provisions of Ordinance No. 1875, and Porterville Municipal Code Chapter 22, Article VI, which requires every person engaged in a Commercial Cannabis Business in the City to pay an annual Commercial Cannabis Business tax at a rate established by resolution of the City Council, but no more than 10% of annual gross receipts. Resolution No. 99-2020, adopted by the City Council on December 15, 2020, has currently set the rate at 7% of annual gross receipts per fiscal year.

Copies of Tax Filings. Owner shall additionally provide the City with courtesy copies of each and every report Owner is required to provide to the County of Tulare or the State of California for sales, use, or other tax purposes at the time such filings are made.

12. Insurance

- Insurance. Owner shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, "Owner" for purposes of this Article 6 only), to obtain and maintain insurance of the types and in the amounts described in this section and its subsections with carriers reasonably satisfactory to City.

- **General Liability Insurance.** Owner shall maintain commercial general liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) each occurrence. Such insurance shall also:

- 1) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.

- 2) Be primary with respect to any insurance of self-insurance programs covering City, its officials, employees, agents, and representatives.

- 3) Contain standard separation of insured provisions.

- **Automotive Liability Insurance.** Owner shall maintain business automobile liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) for each accident for the vehicles Owner operates in connection with its cannabis business. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

- 1) Name City, and work in good faith with the City and the insurers to name additional insureds as deemed reasonably necessary. "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insureds;

- 2) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives;

- 3) Contain standard separation of insured provisions.

- **Workers' Compensation Insurance.** Owner shall take out and maintain during the term of this Agreement, workers' compensation insurance for all of Owner's employees employed at or on the Project, and in the event any of the work is subcontracted, Owner shall require any general contractor or subcontractor similarly to provide workers' compensation insurance for such contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Owner. In case any class of employee engaged in work on the Project is not protected under any workers' compensation law, Owner shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Owner hereby indemnifies City for any damage resulting from failure of Owner, its agents, employees, contractors, or subcontractors to take out or maintain such

insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) each accident shall be maintained.

- Other Insurance Requirements. Owner shall do all of the following:
 - 1) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidenced all insurance required in this Article, including evidenced that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage without thirty (30) days prior written notice to City.
 - 2) Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.
 - 3) Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior the termination of this Agreement.
 - 4) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the term or the mutual written termination of this Agreement.
 - 5) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

13. Termination

- Termination Upon End of Term. This Agreement shall terminate upon the expiration of the term, unless it is terminated earlier pursuant to the terms of this Agreement. Upon termination of this Agreement, City shall record a notice of such termination and this Agreement shall be of no further force or effect except as otherwise set forth in this Agreement.

- Termination for Default. This Agreement may be terminated upon the Owner's default, in accordance with Section 16 below.

- Effect of Termination on Owner's Obligations. Termination of this Agreement shall eliminate any further obligation of Owner to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of Owner to seek any applicable and available

Formatted: Indent: Left: 0.57", No bullets or numbering

remedies or damages based upon acts or omissions occurring before termination.

- **Effect of Termination on City's Obligations.** Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof. Termination of this Agreement shall not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.
- **Survival After Termination.** The rights and obligations of the Parties set forth in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

14. Resources Efficiency

Owner shall endeavor to reduce its environmental impact when possible. The design of the facility shall include reasonable water and energy conservation measures in accordance with applicable State regulations.

15. Standard Conditions for Construction

During any on-site construction activities related to development of the project site and any buildings thereon, or renovation or remodeling of existing buildings, Owner shall comply with all state and local building and construction laws, regulations, and guidelines. The Project shall comply with the applicable parking standards established by the City for these particular cannabis activities.

16. Defaults and Remedies

- **Remedies in general.** It is acknowledged by the parties that City would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof, except as hereinafter expressly provided. Subject to extensions of time by mutual consent in writing, failure to delay by either party to perform any term or provision of this Agreement beyond a reasonable notice and cure period shall constitute a default and constitute grounds to terminate the Agreement and/or pursue available legal remedies. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) day notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured during any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings. Notwithstanding the foregoing to the contrary, if the alleged default is of such a nature that it cannot be cured within thirty (30) days, the alleged defaulting party shall not be deemed in default as long as such party commences to cure such default within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

After notice and expiration of the thirty (30) day period, the other party to this Agreement, at its option, may terminate this Agreement and/or institute legal proceedings pursuant to this Agreement.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement including but not limited to the termination of this Agreement, except that City shall not be liable in monetary damages, unless expressly provided for this Agreement, to Owner, to any mortgagee or lender, or to any successors in interest of Owner or mortgagee or lender, or to any other person, and Owner covenants on behalf of itself and all successors in interest to the Property or any portion thereof, not to sue for damages or claim any damages.

- 1) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or
- 2) For the impairment or restriction of any right or interest conveyed or provided under, with, or pursuant to this Agreement, including, without limitation, any impairment or restriction which Owner characterizes as a regulatory taking or inverse condemnation; or
- 3) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from the exercise by City of its power of eminent domain. Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from bad faith intentional acts, the grossly negligent or malicious acts of City and its officials, officers, agents and employees. Nothing herein shall modify or abridge any defenses or immunities available to City and its employees pursuant to the Government Liability Act and all other applicable statutes and decisional law.

Except as set forth in the preceding paragraph relating to eminent domain, Owner's remedies shall be limited to those set forth in this Section.

Notwithstanding anything to the contrary contained herein, City covenants as provided in Civil Code Section 3300 not to sue for or claim any consequential damages or, in the event all or a portion of the Property is not developed, for lost profits or revenues which would have accrued to City as a result of the development of the Property.

- **Specific Performance.** The parties acknowledge that money damages and remedies at law are inadequate, and specific performance and other non-

monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

- 1) Except as provided in this Agreement, money damages are unavailable against City.
 - 2) Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to use the Property or portions thereof. Owner has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts; the parties acknowledge and agree that any injunctive relief may be ordered on an expedited, priority basis.
- Release. Except for those remedies set forth in this Agreement, Owner, for itself, its successors and assignees, hereby releases City, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, based or asserted, pursuant to Article 1, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon City because it entered into this Agreement or because of the terms of this Agreement.

Owner acknowledges that it may have suffered, or may suffer, damages and other injuries that are unknown to it, or unknowable to it, at the time of its execution of this Agreement. Such fact notwithstanding, Owner agrees that the release provided in this Section shall apply to such unknown or unknowable claims and damages. Without limiting the generality of the foregoing, Owner acknowledges the provisions of California Civil Code Section 1542, which provide:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Owner hereby waives, to the maximum legal extent, the provisions of California Civil Code Section 1542 and all other statutes and judicial decisions of similar effect.

Owners' Initials

- Termination of Agreement for Default of City. Owner may terminate this Agreement in the event of a default by City in the performance of a material term of this Agreement and only after providing written notice to City of default setting forth the nature of the default and the actions, if any, required by City to cure such default and, where the default can be cured, City has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default. Notwithstanding anything to the contrary, in the event that Owner deem it is necessary and/or advisable to cease operations in Porterville, then Owner may terminate this Agreement, and such termination shall be effective upon the date of written notice to the City.

- Attorneys' Fees and Costs. In any action or proceeding between City and Owner brought to interpret or enforce this Agreement, or which in any way arises out of the existence of this Agreement or is based upon any term or provision contained herein, the "prevailing party" in such action or proceeding shall be entitled to recover from the non-prevailing party, in addition to all other relief to which the prevailing party may be entitled pursuant to this Agreement, the prevailing party's reasonable attorneys' fees and litigation costs, in an amount to be determined by the court. The prevailing party shall be determined by the court in accordance with California Code of Civil Procedure Section 1032. Fees and costs recoverable pursuant to this Section include those incurred during any appeal from an underlying judgment and in the enforcement of any judgment rendered in any such action or proceeding.

- Owner Default. No building permit shall be issued or building permit application accepted for any structure on the Property after Owner is determined by City to be in default of the terms and conditions of this Agreement until such default thereafter is cured by Owner or is waived by City. If City terminates this Agreement because of Owner's default, then City shall retain any and all benefits, including money or land received by City hereunder.

17. Third Party Litigation

- General Plan Litigation. City has determined that this Agreement is consistent with its General Plan. Owner has reviewed the General Plan and concurs with City's determination.

City shall have no liability under this Agreement or otherwise for any failure of City to perform under this Agreement, or for the inability of Owner to develop the Property as contemplated by the **Agreement**, which failure to perform or inability to develop is as the result of a judicial determination that the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law, or that

this Agreement or any of City's actions in adopting it were invalid, inadequate, or not in compliance with the law.

- **Hold Harmless Agreement.** To the fullest extent permitted by law, Owner hereby agrees to, and shall hold City, its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Owner or Owner's contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, agents, or employees operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Owner or any of Owner's contractors or subcontractors. Owner agrees to and shall defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid operations.

- **Indemnification.** To the fullest extent permitted by law, Owner shall defend, indemnify, and hold harmless City and its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following: (i) this Agreement and the concurrent and subsequent permits, licenses and entitlements approved for the Project or Property; (ii) the environmental impact report, mitigated negative declaration or negative declaration, as the case may be, prepared in connection with the development of the Property; (iii) any claims based on or alleging inverse condemnation by any person or entity with an interest in the Property; and (iv) the proceedings undertaken in connection with the adoption or approval of any of the above. In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement or any portion thereof as set forth herein, the parties shall mutually cooperate with each other in defense of said action or proceeding. Notwithstanding the above, City, at its sole option, may tender the complete defense of any third-party challenge as described herein. In the event City elects to contract with special counsel to provide for such a defense, City shall meet and confer with Owner regarding the selection of counsel, and Owner shall pay all costs related to retention of such counsel. This Indemnification is provided in addition to that set forth in Section 7.

- **Environmental Contamination.** To the fullest extent permitted by law, Owner shall indemnify and hold City, its elective and appointive boards,

commissions, officers, agents, attorney's, contractors, consultants and employees free and harmless from any liability, based or asserted, upon any act or omission of Owner, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors, excepting and acts or omissions of City as successor to any portions of the Property dedicated or transferred to City by Owner, for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and Owner shall defend, at its expense, including attorneys' fees, City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such claim, action or proceeding. This Indemnification is provided in addition to that set forth in Section 7.

The provisions of this Section do not apply to environmental conditions that predate Owner's ownership or control of the Property or applicable portion; provided, however, that the foregoing limitation shall not operate to bar, limit or modify any of Owner's statutory or equitable obligations as an owner or seller of the Property.

- City to Approve Counsel. With respect to this Section, City reserves the right to approve the attorney(s) which Owner selects, hires or otherwise engages to defend City hereunder, which approval shall not be unreasonably withheld.
- Accept Reasonable Good Faith Settlement. With respect to this Section, City shall not reject any reasonable good faith settlement. If City does reject a reasonable, good faith settlement that is acceptable to Owner, Owner may enter into a settlement of the action, as it relates to Owner, and City shall thereafter defend such action (including appeals) at its own cost and be solely responsible for any judgment rendered in connection with such action. This Section applies exclusively to settlements pertaining to monetary damages or damages which are remedial by the payment of monetary compensation. Owner and City expressly agree that this Section does not apply to any settlement that requires an exercise of City's police powers, limits City's exercise of its police powers, or affects the conduct of City's municipal operations.
- Survival. The provisions of this Section inclusive, shall survive the termination or expiration of the Agreement.

18. California Environmental Quality Act

Owner shall pay all fees and reimburse City for any and all costs incurred by City related to project review under the California Environmental Quality Act (CEQA), Public Resources Code, §§21000-21189.3, and the Guidelines for California Environmental Quality Act, California Code of Regulations, Title 14, §§15000-15387. If reasonably requested by City, Owner shall conduct and pay for any required CEQA reviews and

analyses. The City has found that the proposed Project is Categorically Exempt from California Environmental Quality Act (CEQA) requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities. This exemption applies to projects characterized as alterations to existing facilities meeting the conditions described in **Section 15301**.

19. Rules, Regulations, and Official Policies

Except as otherwise provided in this Agreement, the rules, regulations, and official policies of City governing permitted uses of the land, governing density, and governing the design, improvements, and construction standards and specifications applicable to the development of the Project subject of this Agreement, shall be those rules, regulations, and official policies of City in force at the time of the execution of this Agreement. This Agreement does not prevent City, in subsequent actions applicable to the property, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the property as set forth herein, nor does this Agreement prevent City from denying or conditionally approving any subsequent development project application based on such existing or new rules, regulations, or policies.

20. Commercial Cannabis Permit Conditions of Approval

Owner shall comply with all conditions of approval of the City-issued Commercial Cannabis Permit.

21. Periodic Reviews

This Agreement shall be subject to annual review. Owner shall demonstrate good faith compliance with the terms of this Agreement. If, as a result of such periodic review, City finds and determines, based on substantial evidence, that Owner, or successor in interest thereto, has not complied in good faith with the terms or conditions of this Agreement, City may terminate or modify this Agreement (except no modification shall increase Owner's liability nor reduce Owner's rights), provided that City shall first provide Owner notice of its intent to terminate, with a detailed explanation as to why, and provide Owner the reasonable right to cure the same.

- **Periodic Review.** City Council shall review this Agreement annually, on or before each anniversary of the Effective Date, in order to ascertain Owner's good faith compliance with this Agreement. During the periodic review Owner shall be required to demonstrate good faith compliance with the terms of the Agreement, through submitting an annual monitoring report, records, or equivalent written materials to the Community Development Department. The Department will schedule a hearing on the periodic review of the Development Agreement on or following the anniversary of the Effective Date, but Owner has no obligation to compel such hearing, and no implication will be made to Owner's detriment if a hearing is not in fact held. Owner shall document any request for an extension of the term due to delays beyond the control of Owner (see Section 25, "Force

Majeure”).

- **Conditional Use Permit.** For all intents and purposes, the Commercial Cannabis Permit to be issued under this Agreement shall be treated as if it were a Conditional Use Permit issued to Owner for the establishment and operation of its business. The operation of the business at all times shall be required to comply with the terms of this Agreement.
- **Special Review.** City Council may order a special review of compliance with this Agreement at any time. The Community Development Director or his or her designee shall conduct such special review. During a special review, Owner shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on Owner.
- **Review Hearing.** At the time and place set for the review hearing, Owner shall be given an opportunity to be heard. If City Council finds, based upon substantial evidence, that Owner has not complied in good faith with the terms or conditions of this Agreement, City Council may terminate this Agreement notwithstanding any other provision of this Agreement to the contrary, or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of City. The decision of City Council shall be final, subject only to judicial review pursuant to Code of Civil Procedure Section 1094.5.
- **Certificate of Agreement Compliance.** If, after a periodic or special review, Owner is found to be in compliance with this Agreement, and if Owner requests it, City shall issue a Certificate of Agreement Compliance (“Certificate”) to Owner stating that after the most recent periodic or special review, and based upon the information known or made known to the Planning Director and City Council, that (i) this Agreement remains in effect and (ii) Owner is not in default.

City shall not be bound by a Certificate if a default existed at the time of the periodic or special review, but was concealed from or otherwise not known to the Planning Director and City Council, regardless of whether the Certificate is relied upon by assignees or other transferees or Owner.

- **Failure to Conduct Review.** City’s failure to conduct a periodic review of this Agreement shall not constitute a breach of this Agreement.

22. Assignment

Assignment by Owner. Owner shall not transfer, delegate, sublet or assign its interest, rights, duties, and obligations under this Agreement, unless and except for as specifically authorized in this Section. Any assignment, delegation, or subletting inconsistent with the terms and conditions of this Agreement shall be null and void.

Limited Assignment Authorization. During the term of this Agreement or the legal

extension of this Agreement as authorized in Section 2 above, and solely in the event of Darin Garrett's death, or his complete and permanent physical or mental incapacity, this Agreement and its interests, rights, duties and obligations shall be solely assignable to Jacob Forrester Garrett, provided that Jacob Forrester Garrett holds an authorized position with Cannabis Express, Inc., and is eligible under, and has complied with (and continues to comply with) all applicable laws, regulations and license transfer requirements related to the operation of the business.

23. Operating Commercial Cannabis Facility

Any party to this Agreement, shall not operate a commercial cannabis facility authorized under the municipal code unless it is the holder of a valid applicable State Cannabis License and a Commercial Cannabis Permit issued by City in accordance with the procedures and requirements of Chapter 15, Article VII of the Porterville Municipal Code.

24. Notice

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:	City of Porterville 291 North Main St. Porterville, CA 93257 Attention: City Manager
and	City Attorney, Porterville McCormick, Kabot & Lew 4010 S. Demaree Street Visalia, CA 93277
If to Owner:	Cannabis Express, Inc. c/o Darin A. Garrett, CEO

200 Main Street
Porterville, CA 93257

25. Miscellaneous Provisions

- Amendment or Cancellation. This Agreement may be amended, or canceled in whole or in part, only by the written mutual consent of the parties to this Agreement or their successors in interest.
- Waiver. Waiver by City of any one or more of the terms or conditions of this Agreement shall not be construed as waiver of any other term or condition under this Agreement.
- Enforcement/Reserved Powers. Unless amended or canceled pursuant hereto, this Agreement shall be enforceable by any party hereto, or successor in interest thereto, notwithstanding any subsequent change in any applicable general or specific plan, zoning, subdivision or building regulation, or municipal code amendment adopted by City that conflicts with the terms of this Agreement. However, this Agreement is subject to the City's "Reserved Powers." For purposes of this Agreement, "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future discretionary actions after the Effective Date of this Agreement that: (1) are necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God); (2) are amendments to California Marijuana Laws or California Uniform Codes, as adopted by the City of Porterville, and/or the Porterville Municipal Code, as applicable, regarding the construction, engineering and design standards for private and public improvements to be constructed on the Site; (3) are necessary to comply with state or federal laws and regulations; or (4) involve sign and parking ordinances and guidelines, changes to the City's zoning laws, Specific Plan or the City's General Plan, whether adopted previous or subsequent to the Effective Date of this Agreement).

If any City ordinance, rule or regulation or addition to the Porterville Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement or an associated Commercial Cannabis Permit, business license or other authorizations and City approvals, or reduce development rights or assurances provided to the Owner in this Agreement, then such changes, additions or deletions to the Porterville Municipal Code shall not be applied to the Site or Project; provided, however, the parties acknowledge that the City's approval of this Agreement is a legislative action subject to referendum. The parties shall cooperate with each other and undertake such reasonable actions as may be

appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms and to the fullest extent permitted by state or federal law.

Notwithstanding anything to the contrary in this Agreement, site improvements contemplated by this Agreement shall be completed pursuant to the City's development standards and design guidelines.

- **Joint and Several Liability.** Cannabis Express Inc. shall be jointly and severally liable for any amount due under this Agreement, and any breach of this Agreement of failure to pay by one Party shall also constitute a breach of this Agreement by the other Party.
- **Severability.** If any part of this Agreement is found to conflict with applicable state laws or regulations, such part shall be inoperative, null, and void insofar as it conflicts with said laws or regulations, or modified or suspended as may be necessary to comply with such state laws or regulations, but the remainder of this Agreement shall continue to be in full force and effect.
- **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual, facsimile, or electronic signature.
- **Jurisdiction.** The law governing this Agreement shall be that of the State of California. The parties agree that this Agreement is entered into and to be performed in Tulare County, California.
- **Disclaimer.** Despite California's commercial cannabis laws and the terms and conditions of this Agreement, or any Commercial Cannabis Permit issued pertaining to Owner or the property specified herein, California commercial cannabis possessors or business operators may still be subject to arrest by state or federal officers and prosecuted under state or federal law. The Federal Controlled Substances Act, 21 USC § 801, prohibits the manufacture, distribution, and possession of cannabis without any exemptions for medical use.
- **Force Majeure.** If delays are caused by unforeseen events beyond the control of Owner, such delays will entitle Owner to an extension of time as provided in this section. Such unforeseen events ("Force Majeure") shall mean war, insurrection, acts of God, local, state or national emergencies, strikes and other labor difficulties beyond the party's control, or any default by City hereunder, which Force Majeure event substantially interferes with the development, construction or operation of the Project.
- **Constructive Notice and Acceptance.** Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title, or interest

to any portion of the Site, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

- **Binding Effect of Agreement.** The Parties agree that the Recitals above are true and correct and intend to be bound by same. Except as otherwise provided, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all authorized successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide constructive notice thereof, the City Clerk will record this Agreement with the Tulare County Recorder within the period required by Government Code Section 65868.5.

- **Project as a Private Undertaking.** It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and the Owner is that of a government entity regulating the development of private property and the owner of such property.

- **Changes to Project.** The parties acknowledge that changes to the Project or Development Plans and related approvals may be appropriate and mutually desirable to carry out the intent and purpose of this Agreement. This Agreement shall not prevent the City from applying, with the consent or at the request of the Owner, *Subsequent Land Use Regulations* or *Subsequent Development Approvals* that do not directly conflict with the Project, Site or Development Plan authorized under this Agreement. The granting of one such change or request shall not obligate the City to grant other similar changes or requests. As used herein, "*Subsequent Development Approvals*" include, without limitation, all excavation, grading, building, construction, demolition, encroachment or street improvement permits, occupancy certificates, utility connection authorizations, or other non-discretionary permits or approvals necessary, convenient or appropriate for the Project. As used herein, "*Subsequent Land Use Regulations*" means ordinances, resolutions and codes adopted or approved by the City after the Effective Date of this Agreement governing the development and use of the land, including general plan amendments, zone changes, variances or conditional use permits affecting the permitted use of the land including density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions of reservation or Dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Development of the Property.

- **Conflicting Federal or State Rules.** In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, *this Agreement shall remain in full force and effect as to those provisions not affected*; and

(i) **Notice of Conflict.** Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(ii) **Modification Conferences.** The parties shall, within thirty (30) days of the notice referenced to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation.

(iii) **City Council Hearings.** In the event the City believes that an amendment to this Agreement is necessary due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Owner shall have the right to offer oral and written testimony at the hearing. Any modification ordered by the City Council pursuant to such hearing is subject to judicial review in accordance with California law.

(iv) **City Cooperation.** The City shall cooperate with Owner in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated by the City. As required by this Agreement, Owner shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

Effective Date. "Effective Date" means the date on which all of the following are true: (i) thirty (30) days have elapsed since the second reading of the Ordinance adopting and approving this [Amended](#) Development Agreement and (ii) all Exhibits to this Agreement are finalized, executed and notarized by all affected parties (if applicable) and attached hereto; provided, however, that if these conditions have not been fully satisfied by the Owner the Effective Date may not thereafter occur and this Agreement may not thereafter become effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF PORTERVILLE

**OWNER
CANNABIS EXPRESS, Inc.**

Mayor

Name: Darin A. Garrett
Title: Chief Executive Officer

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

Attorney for Owner

APPROVED AS TO FORM:

Attorney for Property Owner

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF PORTERVILLE AND CANNABIS EXPRESS, INC. RELATING TO ITS CANNABIS DISPENSARY**

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California State Legislature adopted Government Code Sections 65864 et seq. (the “Development Agreement Statute”) which authorizes cities to enter in agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property;

WHEREAS, in accordance with the Development Agreement Statute, the City of Porterville has enacted regulations to implement procedures for the processing and approval of development agreements in accordance with the Development Agreement Statute;

WHEREAS, in accordance with Chapter 15, Article VII of the Porterville Municipal Code, the City of Porterville awarded, via a Request for Proposals process, an opportunity to Cannabis Express, Inc. to negotiate a Development Agreement and apply for a Cannabis Business regulatory permit for the establishment of a Retail Cannabis Dispensary;

WHEREAS, Pursuant to Chapter 15, Article VII, Section 15-87, subsection C. of the Porterville Municipal Code, no approval for a cannabis business regulatory permit may be granted unless the City Council, prior to or concurrently with such approval, also approves a Development Agreement, setting forth the terms and conditions under which the commercial cannabis activity will operate in addition to the requirements of Article VII of Chapter 15, all other local ordinances and regulations, state law and such other requirements promulgated by the City in order to protect and promote the public health, safety and welfare.

WHEREAS, the City and Cannabis Express, Inc. duly met, negotiated, and agreed upon the terms and conditions for said operation of the commercial cannabis business, to be operated at 200 North Main Street, Porterville, California;

WHEREAS, pursuant to Chapter 15, Article VII, Section 15-87, subsection C, the City and Cannabis Express, Inc. entered in a Commercial Cannabis Dispensary Development Agreement on July 24, 2023 (recorded August 2, 2023), and has developed and is operating a licensed dispensary at that location;

WHEREAS, the owner of Cannabis Express, (“Premium Blossom”) has requested a modification to the City’s requirements in the Agreement for contracted security;

WHEREAS, the City Council desires make the modification, which also conforms to the security personnel requirements to the requirements set forth pursuant to California Business and Professions Code Section _____, and as further described in the California Code of Regulations _____;

WHEREAS, the City Council has also opted to make additional changes in conformity with updates to its cannabis ordinances and applicable State law; and

WHEREAS, pursuant to Section 65867 of the California Government Code, and the City's Development Agreement regulations, the City Council on October 14, 2025, held a duly noticed public hearing concerning whether to adopt the Amended Development Agreement, during which public hearing, the Council received any comments from the Developer, City staff, and members of the public.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE HEREBY ORDAINS as follows:

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the Amended and Restated Development Agreement attached hereto as Exhibit A, subject to the provisions of Section 5 hereof.

SECTION 2. This Ordinance is adopted under the authority of California Government Code Section 65854 et seq., and pursuant to the City's Development Agreement regulations.

SECTION 3. In accordance with the City's Development Agreement regulations, the City Council hereby finds and determines, as follows:

- (a) The Amended Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan, in that it establishes certain development rights, obligations and conditions for the implementation of the subject property;
- (b) The Amended Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the general plan designations which will apply to the subject property;
- (c) The Amended Development Agreement is in conformity with public convenience, general welfare and good land use practice;
- (d) The Amended Development Agreement will not be detrimental to the public health, safety and general welfare; and
- (e) The Amended Development Agreement will not adversely affect the orderly development of property or preservation of property values.

SECTION 4. The foregoing findings and determinations are based upon the following:

- (a) The Recitals set forth in this Ordinance, which are deemed true and correct;
- (b) The City's General Plan, and any applicable amendments thereto.
- (c) All City staff reports (and all other public reports and documents) prepared for the City Council, related to the Development Agreement, and other actions relating to the subject property;
- (d) All documentary and oral evidence received at the public hearing or submitted to the City during the comment period relating to the Development Agreement, and other actions relating to the subject property; and
- (e) All other matters of common knowledge to the City Council, including but not limited to the City's fiscal and financial status, City general ordinances, policies and regulations.

SECTION 5. The City Council hereby approves the Amended Development Agreement, attached hereto as Exhibit A, subject to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager, in consultation with the City

Attorney prior to execution thereof, including completion of references and status of planning approvals, and completion and conformity of all exhibits thereto, as approved by the City Council.

SECTION 6. 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.] The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

SECTION 7. Upon the effective date of this Ordinance as provided in Section 11 hereof, the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City of Porterville.

SECTION 8. The City Manager is hereby authorized and directed to perform all acts authorized to be performed by the City Manager in the administration of the Development Agreement pursuant to the terms of the Agreement.

SECTION 9. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Porterville hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 10. 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 11. 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.

PASSED, APPROVED AND ADOPTED this _____ day of November, 2025.

Greg Meister, Mayor

ATTEST:

Richard Tree, City Clerk

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



CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Approval of the Porterville 100 Logo

SOURCE: City Manager's Office

COMMENT: In recognition of the City of Porterville's upcoming 100-year anniversary as a charter city, staff and the Heritage Committee have collaborated to develop a commemorative logo to be used throughout the City's centennial celebration in 2026.

The logo design reflects both the City's proud agricultural heritage and the broader Americana theme in celebration of America's 250th birthday. The design thoughtfully incorporates an image of the Farmer Statue, a well-known Porterville landmark that honors the City's deep agricultural roots and the generations of hardworking families who helped build the community.

The logo was designed by Jenna Salazar, CEO of Transit Media, Inc., a Porterville-based business. Ms. Salazar is a local resident and United States veteran who partnered with the Heritage Committee and City staff to create a design that honors the City's past while embracing its future. The final product balances historical symbolism with a modern, unifying look appropriate for City communications, signage, and public events.

The Porterville 100 Logo will serve as the official emblem for all centennial-related activities, publications, and marketing materials. The logo will be displayed on advertisements, City vehicles, uniforms, marketing materials, and products for sale. Its use will help foster civic pride, promote community engagement, and celebrate the City's enduring place in America's story.

City staff will coordinate with all departments to ensure consistent and appropriate use of the logo across City platforms, printed materials, and public outreach efforts leading up to and throughout the centennial year.

RECOMMENDATION: That the City Council approve the Porterville 100 Logo as the official emblem for the City's 100-year charter anniversary celebration.

ATTACHMENTS: 1. Design Proof Porterville 100_final (1)

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

Porterville 100 + America 250 Brand Initiative

In 2026, Porterville marks its 100th anniversary as America celebrates 250 years. Our centennial logo will serve as a unifying symbol—honoring local heritage, connecting to the national milestone, and inspiring community pride for the future.

This initiative is designed to:

- Celebrate local heritage: honoring Porterville's unique history and the people who shaped it.
- Connect to the national milestone: positioning Porterville as a proud participant in America's 250th commemoration.
- Inspire the future: engaging residents, businesses, and visitors in a spirit of unity, hope, and forward-looking celebration.





CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Consideration of Adoption of Resolution Approving the City of Porterville's Position Pay Plans

SOURCE: Administrative Services

COMMENT: California Code of Regulations (CCR) Title 2, Section 570.5 mandates that publicly available pay schedules must be adopted by the governing body of the agency and meet specific criteria in order for compensation to be reportable to CalPERS for retirement purposes. To remain compliant with CalPERS requirements, any changes to salary schedules must be adopted by the City Council in an open meeting.

The attached position pay plans include all amendments following the 2025 negotiations with all employee groups. This process ensures the City's continued compliance with CalPERS reporting standards.

RECOMMENDATION: That the City Council adopt the draft resolution approving and ratifying the City of Porterville's Position Pay Plans.

ATTACHMENTS:

1. Draft Resolution
2. 9-1-25 Appendix C
3. 9-16-25 Appendix C
4. New 10-1-25 Appendix C

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

RESOLUTION NO. ____ - 2025

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE APPROVING AND ADOPTING
THE POSITION PAY PLANS FOR 2025**

WHEREAS, the City Council of the City of Porterville has determined and reiterated that an Employee Pay and Benefit Plan and Position Pay Plan are essential for the proper administration of the City's affairs; and

WHEREAS, the changes to the Position Pay Plans for 2025 have all been approved via Resolutions of the City Council; and

WHEREAS, the California Public Employees' Retirement System has requested Council ratification of Position Pay Plans per California Code of Regulations Title 2, Section 570.5.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby approve the revised Position Pay Plans for 2025, attached hereto and incorporated herein by this reference as Exhibits A, B, and C.

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.

Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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

APPENDIX C

City of Porterville Position Pay Plan Effective Date: September 1, 2025

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Abatement Worker	3	173	3683	4494	3 40	2
Accountant I	1	207	5166	6305	1 P	1
Accountant II	2	221	5939	7249	1 E	1
Account Clerk I	1	151	2959	3610	3 40	2
Account Clerk II	6	161	3268	3988	3 40	2
Account Clerk III	0	165	3401	4150	2 A	1
Accounting Technician	1	175	3757	4584	2 A	1
Administrative Aide	3	189	4319	5270	1 A	1
Administrative Aide (Limited Term)	0	189	4319	5270	1 A	1
Administrative Aide-Housing	2	189	4319	5270	1 A	1
Administrative Analyst I	1	207	5166	6305	1 E	1
Administrative Analyst II	2	221	5939	7249	1 E	1
Administrative Assistant	5	163	3334	4068	2 A	1
Administrative Assistant to the Chief of Police	1	163	3334	4068	3 40	5
Administrative Services Manager	1	248	7772	9483	1 E	-
Administrative Services Director	1	271	9770	12042	1 E	-
Adult Lit. Prog. Coord. (Lt. Term)	0	189	4319	5270	1 E	1
Airport Services Coordinator	0	192	4449	5430	1 E	1
Animal Control Officer	0	163	3334	4068	3 40	5
Animal Shelter Supervisor	1	208	5218	6368	3 40	5
Assistant City Engineer	1	247	7695	9389	1 P	1
Assistant City Manager	1	281	10792	13435	1 E	-
Assistant Construction Project Mgr.	1	215	5595	6828	1 E	1
Assistant Engineer	1	215	5595	6828	1 P	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Assistant Engineer (Limited Term)	0	215	5595	6828	1	P	1
Assistant Field Services Manager	0	234	6760	8250	1	A	1
Assistant Finance Director	1	248	7772	9483	1	E	1
Assistant Planner	1	207	5166	6305	1	P	1
Assistant Project Manager	1	215	5595	6828	1	E	1
Associate Engineer	2	226	6242	7619	1	P	1
Associate Planner	1	221	5939	7249	1	P	1
Building Inspector I	1	199	4770	5822	3	40	2
Building Inspector II	1	209	5270	6432	3	P	2
Building Permit Technician	1	189	4319	5270	1	A	1
Chemist I	1	213	5485	6693	1	P	1
Chemist II	0	221	5939	7249	1	P	1
Chief Building Inspector	1	226	6242	7619	1	E	1
Chief Building Official	1	236	6896	8416	1	E	1
Chief Deputy City Clerk	1	221	5939	7249	1	E	1
Chief Financial Officer	0	251	8007	9770	1	E	-
Chief of Parks & Leisure Svcs. Ops.	0	247	7695	9389	1	E	-
City Attorney (part time)		Flat					
City Engineer	1	253	9169	9966	1	E	1
City Librarian	1	226	6242	7619	1	E	1
City Manager	1	CONTRACT	16701	16701	1	E	-
City Planner	1	248	7772	9483	1	E	1
Clerical Assistant I	2	151	2959	3610	3	40	2
Clerical Assistant I (Limited Term)	1	151	2959	3610	3	40	2
Clerical Assistant II	6	156	3110	3794	3	40	2
Clerical Assistant III	2	161	3268	3988	3	A	2
Clerical Assistant Trainee	0	148	2871	3504	3	40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Code Enforcement Officer	3	173	3683	4494	3 40	5
Code Enforcement Officer II	1	193	4494	5485	3 40	5
Communications Dispatcher	15	176	3794	4630	3 40	5
Communications Dispatcher (Lt. Term)	0	176	3794	4630	3 40	5
Communications Supervisor	1	196	4630	5651	3 40	5
Community Development Director	1	271	9770	12042	1 E	-
Community Development Manager	0	248	7772	9483	1 E	1
Community Services Officer I	7	173	3683	4494	3 40	5
Community Services Officer II	1	183	4068	4964	3 40	5
Construction/Project Manager	1	236	6896	8416	1 P	1
Crisis Intervention Specialist	1	193	4494	5485	3 40	5
Deputy City Clerk	0	207	5166	6305	1 A	1
Deputy City Manager	1	286	11345	14121	1 E	-
Deputy Public Works Director/ City Engineer	0	259	8671	10580	1 E	-
Deputy Public Works Director/ Field Services Manager	0	259	8671	10580	1 E	-
Development Assistant	1	207	5166	6305	1 P	1
Development Assistant: Housing	0	207	5166	6305	1 P	1
Development Associate	1	221	5939	7249	1 P	1
Economic Dev. & Housing Mgr.	1	248	7772	9483	1 E	1
Electrician/Instrument Technician	1	194	4538	5540	3 40	2
Encampment Maintenance Worker	0	173	3683	4494	3 40	2
Engineering & Building Technician	2	175	3757	4584	3 40	2
Engineering Inspector I	0	199	4770	5822	3 P	2
Engineering Inspector II	2	209	5270	6432	3 P	2
Engineering & Project Management Director	1	271	9770	12042	1 E	-
Engineering Specialist I	0	179	3909	4770	3 40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Engineering Specialist II	2	190	4361	5323	3 40	2
Engineering Specialist III	1	199	4770	5822	3 P	2
Engineering Specialist III – (Lt. Term)	0	199	4770	5822	3 P	2
Executive Assistant to City Manager	1	168	3504	4276	2 A	1
Field Services Manager	1	248	7772	9483	1 E	1
Field Services Shop Superintendent	1	222	5998	7322	1 E	1
Field Services Shop Supervisor	0	199	4770	5822	1 E	1
Field Services-Superintendent-Streets	1	220	5881	7177	1 E	1
Field Services Superintendent	1	218	5765	7035	1 E	1
Field Services Supervisor	1	190	4361	5323	1 E	1
Field Services Supervisor- Streets	1	192	4449	5430	1 E	1
Field Services Supervisor – Water	1	201	4866	5939	1 E	1
Field Services Worker I	1	158	3172	3870	3 40	2
Field Services Worker I- Airport Maint.	0	158	3172	3870	3 40	2
Field Services Worker II	17	170	3504	4276	3 40	2
Field Services Worker II-Airport	2	168	3504	4276	3 40	2
Field Services Worker II- Streets	8	170	3575	4361	3 40	2
Field Services Worker III	2	178	3870	4723	3 40	2
Field Services Worker III- Airport	1	178	3870	4723	3 40	2
Field Services Worker III- Streets	1	180	3949	4818	3 40	2
Field Services Worker Trainee	0	148	2871	3504	3 40	2
Finance Director	1	271	9770	12042	1 E	-
Fire Inspector	1	173	3683	4494	3 40	5
G.I.S. Supervisor	1	221	5939	7249	1 P	1
G.I.S. Technician	0	175	3757	4584	3 40	2
Grants and Procurement Coordinator	1	212	5430	6627	1 A	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Human Resources Aide	2	189	4319	5270	1 A	1
Human Resources Analyst I	0	207	5166	6305	1 A	1
Human Resources Analyst II	0	221	5939	7249	1 E	1
Human Resources Assistant	0	163	3334	4068	2 A	1
Industrial Waste Inspector I	0	198	4723	5765	3 P	2
Industrial Waste Inspector II	0	209	5270	6432	1 P	1
Information Technology Analyst I	1	207	5166	6305	1 E	1
Information Technology Analyst II	1	221	5939	7249	1 E	1
Information Technology Manager	1	248	7772	9483	1 E	1
Information Technology Technician	0	175	3757	4584	3 40	2
Lab Attendant	0	167	3469	4233	3 40	2
Lab Superintendent	1	229	6432	7850	1 E	1
Lab Supervisor	0	229	6432	7850	1 E	1
Lab Technician I	0	182	4028	4915	3 40	2
Lab Technician II	1	192	4449	5430	3 40	2
Lab Technician III	0	202	4915	5998	3 P	2
Leisure Services Coordinator	2	174	3719	4538	3 40	2
Leisure Servs Coordinator (Lt. Term)	0	174	3719	4538	3 40	2
Leisure Services Superintendent	0	212	5430	6627	1 E	1
Leisure Services Supervisor	1	190	4361	5323	1 E	1
Library Assistant	7	161	3268	3988	3 40	2
Library Assistant (Limited Term)	0	161	3268	3988	3 40	2
Library Assistant Trainee	0	148	2871	3504	3 40	2
Library Supervisor I	1	179	3909	4770	1 E	1
Library Supervisor II	1	190	4361	5323	1 E	1
Live Release Coordinator	1	173	3683	4494	3 40	5
Mechanic I	0	174	3719	4538	3 40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Mechanic II	7	187	4233	5166	3 40	2
Mechanic Assistant	0	161	3268	3988	3 40	2
Meter Reader	4	166	3435	4191	3 40	2
Operations and ADA Coordinator	1	212	5430	6627	1 A	1
Parks & Leisure Services Director	1	271	9770	12042	1 E	-
Parks and Leisure Services Specialist	1	218	5765	7035	1 P	1
Parks Maintenance Worker I	3	158	3018	3683	3 40	2
Parks Maintenance Worker II	11	168	3504	4276	3 40	2
Parks Maintenance Worker II (PD)	1	168	3504	4276	3 40	2
Parks Maintenance Worker III	3	178	3870	4723	3 40	2
Parks Superintendent	1	218	5765	7035	1 E	1
Parks Supervisor	1	190	4361	5323	1 E	1
Planning Technician	0	175	3757	4581	3 A	2
Police Clerical Assistant	1	161	3268	3988	3 40	5
Police Crime Analyst	1	207	5166	6305	3 40	5
Police Officer Trainee	5	173	3683	4494	3 40	5
Police Services Supervisor	0	204	5014	6119	1 A	1
Principal Civil Engineer	1	236	6896	8416	1 P	1
Project Manager	1	226	6242	7619	1 E	1
Property & Evidence Technician	2	168	3504	4276	3 40	5
Public Education Officer	0	163	3334	4068	3 40	5
Public Safety IT Analyst I	1	208	5218	6368	3 40	5
Public Works Director	1	281	10792	13435	1 E	-
Purchasing Agent	0	210	5323	6496	1 E	1
Records Specialist	4	166	3435	4191	3 40	5
Records Coordinator	1	163	3334	4068	3 40	2
Assistant Communication Dispatch Supervisor	1	181	3988	4866	3 40	5

<u>POSITION</u>	<u>NO. OF</u> <u>POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY</u> <u>MINIMUM</u>	<u>MONTHLY</u> <u>MAXIMUM</u>	<u>OVERTIME</u> <u>CITY/FLSA</u>	<u>REPRESENTATION</u>
Records Supervisor	1	181	3988	4866	3 40	5
Senior Planner	1	226	6242	7619	1 P	1
Storekeeper	0	166	3435	4191	3 40	2
Transportation Director	1	271	9770	12042	1 E	-
Transportation Manager	1	248	7772	9483	1 E	1
Utility Billing Supervisor	1	207	5166	6305	1 A	1
WWTF Operator Superintendent	1	226	6242	7619	1 E	1
WWTF Operator I	0	168	3504	4276	3 40	2
WWTF Operator II	6	177	3832	4676	3 40	2
WWTF Operator III	2	195	4584	5595	3 40	2
WWTF Operator Trainee	0	148	2871	3504	3 40	2
Water Systems Specialist	1	201	4866	5939	1 A	1
Water Utility Superintendent	1	226	6242	7619	1 E	1
Water Utility Worker I	1	168	3504	4276	3 40	2
Water Utility Worker II	14	177	3832	4676	3 40	2
Water Utility Worker III	3	195	4584	5595	3 40	2
Zalud House Curator	0	149	2900	3539	3 40	2

PUBLIC SAFETY POSITIONS

Fire Protection:

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Fire Chief	1	281	10792	13435	1	E	-
Fire Deputy Chief	1	270	9673	11923	4	E	-
Fire Battalion Chief	4	256	8416	10268	4	E	-
Fire Marshal (non-sworn)	1	236	6896	8416	1	E	-
Fire Captain	10	225	6181	7544	4	27	6
Fire Engineer	9	211	5376	6561	4	27	4
Firefighter	27	201	4866	5939	4	27	4
Administrative Staff (a)							

Police Protection:

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Chief of Police	1	281	10792	13435	1	E	-
Assistant Chief of Police	1	270	9673	11923	1	E	-
Police Captain	2	258	8586	10475	1	E	-
Police Lieutenant	6	246	7619	9296	1	E	-
Police Sergeant	12	230	6496	7928	4	E	3
Police Officer	62	208	5218	6368	4	28	3
Police Officer (Limited Term)	1	208	5218	6368	4	28	3

EMPLOYEE PAY & BENEFIT PLAN NOTES

DESIGNATION

OVERTIME CITY DESIGNATION

- | | |
|-----------------------------|-----------------------------------|
| 1. Management Employees | No Compensation for Overtime Work |
| 2. Confidential Employees | Shall be Paid for Overtime Work |
| 3. General Series Employees | Shall be Paid for Overtime Work |
| 4. Fire/Police Employees | Shall be Paid for Overtime Work |

FLSA DESIGNATION

E= Executive, exempt P= Professional, exempt

A= Administrative, exempt

40 =40 hr., 7 day work period, non-exempt

28 =171 hr., 28 day work period, "7K" exempt

27 =204 hr., 27 day work period, "7K" exempt

EMPLOYEE GROUP DESIGNATION (REPRESENTATION)

1. Management and Confidential Series
 2. Porterville City Employees' Association
 3. Porterville Peace Officers' Association
 4. Porterville City Firefighters' Association
 5. Public Safety Support Unit
 6. Fire Officer Series
- Unrepresented Management

APPENDIX C

City of Porterville Position Pay Plan Effective Date: September 16, 2025

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Abatement Worker	3	173	3683	4494	3 40	2
Accountant I	1	207	5166	6305	1 P	1
Accountant II	2	221	5939	7249	1 E	1
Account Clerk I	1	151	2959	3610	3 40	2
Account Clerk II	6	161	3268	3988	3 40	2
Account Clerk III	0	165	3401	4150	2 A	1
Accounting Technician	1	175	3757	4584	2 A	1
Administrative Aide	3	189	4319	5270	1 A	1
Administrative Aide (Limited Term)	0	189	4319	5270	1 A	1
Administrative Aide-Housing	2	189	4319	5270	1 A	1
Administrative Analyst I	1	207	5166	6305	1 E	1
Administrative Analyst II	2	221	5939	7249	1 E	1
Administrative Assistant	5	163	3334	4068	2 A	1
Administrative Assistant to the Chief of Police	1	163	3334	4068	3 40	5
Administrative Services Manager	1	248	7772	9483	1 E	-
Administrative Services Director	1	271	9770	12042	1 E	-
Adult Lit. Prog. Coord. (Lt. Term)	0	189	4319	5270	1 E	1
Airport Services Coordinator	0	192	4449	5430	1 E	1
Animal Control Officer	0	163	3334	4068	3 40	5
Animal Shelter Supervisor	1	208	5218	6368	3 40	5
Assistant City Engineer	1	247	7695	9389	1 P	1
Assistant City Manager	1	281	10792	13435	1 E	-
Assistant Construction Project Mgr.	1	215	5595	6828	1 E	1
Assistant Engineer	1	215	5595	6828	1 P	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Assistant Engineer (Limited Term)	0	215	5595	6828	1 P	1
Assistant Field Services Manager	0	234	6760	8250	1 A	1
Assistant Finance Director	1	248	7772	9483	1 E	1
Assistant Parks and Leisure Services Director	0	248	7772	9483	1 E	1
Assistant Planner	1	207	5166	6305	1 P	1
Assistant Project Manager	1	215	5595	6828	1 E	1
Associate Engineer	2	226	6242	7619	1 P	1
Associate Planner	1	221	5939	7249	1 P	1
Building Inspector I	1	199	4770	5822	3 40	2
Building Inspector II	1	209	5270	6432	3 P	2
Building Permit Technician	1	189	4319	5270	1 A	1
Chemist I	1	213	5485	6693	1 P	1
Chemist II	0	221	5939	7249	1 P	1
Chief Building Inspector	1	226	6242	7619	1 E	1
Chief Building Official	1	236	6896	8416	1 E	1
Chief Deputy City Clerk	1	221	5939	7249	1 E	1
Chief Financial Officer	0	251	8007	9770	1 E	-
Chief of Parks & Leisure Svcs. Ops.	0	247	7695	9389	1 E	-
City Attorney (part time)		Flat				
City Engineer	1	253	9169	9966	1 E	1
City Librarian	1	226	6242	7619	1 E	1
City Manager	1	CONTRACT	15000	15000	1 E	-
City Planner	1	248	7772	9483	1 E	1
Clerical Assistant I	2	151	2959	3610	3 40	2
Clerical Assistant I (Limited Term)	1	151	2959	3610	3 40	2
Clerical Assistant II	6	156	3110	3794	3 40	2
Clerical Assistant III	2	161	3268	3988	3 A	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Clerical Assistant Trainee	0	148	2871	3504	3	40	2
Code Enforcement Officer	3	173	3683	4494	3	40	5
Code Enforcement Officer II	1	193	4494	5485	3	40	5
Communications Dispatcher	15	176	3794	4630	3	40	5
Communications Dispatcher (Lt. Term)	0	176	3794	4630	3	40	5
Communications Supervisor	1	196	4630	5651	3	40	5
Community Development Director	1	271	9770	12042	1	E	-
Community Development Manager	0	248	7772	9483	1	E	1
Community Services Officer I	7	173	3683	4494	3	40	5
Community Services Officer II	1	183	4068	4964	3	40	5
Construction/Project Manager	1	236	6896	8416	1	P	1
Crisis Intervention Specialist	1	193	4494	5485	3	40	5
Deputy City Clerk	0	207	5166	6305	1	A	1
Deputy City Manager	1	286	11345	14121	1	E	-
Deputy Public Works Director/ City Engineer	0	259	8671	10580	1	E	-
Deputy Public Works Director/ Field Services Manager	0	259	8671	10580	1	E	-
Development Assistant	1	207	5166	6305	1	P	1
Development Assistant: Housing	0	207	5166	6305	1	P	1
Development Associate	1	221	5939	7249	1	P	1
Economic Dev. & Housing Mgr.	1	248	7772	9483	1	E	1
Electrician/Instrument Technician	1	194	4538	5540	3	40	2
Encampment Maintenance Worker	0	173	3683	4494	3	40	2
Engineering & Building Technician	2	175	3757	4584	3	40	2
Engineering Inspector I	0	199	4770	5822	3	P	2
Engineering Inspector II	2	209	5270	6432	3	P	2
Engineering & Project Management Director	1	271	9770	12042	1	E	-

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Engineering Specialist I	0	179	3909	4770	3 40	2
Engineering Specialist II	2	190	4361	5323	3 40	2
Engineering Specialist III	1	199	4770	5822	3 P	2
Engineering Specialist III – (Lt. Term)	0	199	4770	5822	3 P	2
Executive Assistant to City Manager	1	168	3504	4276	2 A	1
Field Services Manager	1	248	7772	9483	1 E	1
Field Services Shop Superintendent	1	222	5998	7322	1 E	1
Field Services Shop Supervisor	0	199	4770	5822	1 E	1
Field Services-Superintendent- Streets	1	220	5881	7177	1 E	1
Field Services Superintendent	1	218	5765	7035	1 E	1
Field Services Supervisor	1	190	4361	5323	1 E	1
Field Services Supervisor- Streets	1	192	4449	5430	1 E	1
Field Services Supervisor – Water	1	201	4866	5939	1 E	1
Field Services Worker I	1	158	3172	3870	3 40	2
Field Services Worker I- Airport Maint.	0	158	3172	3870	3 40	2
Field Services Worker II	17	170	3504	4276	3 40	2
Field Services Worker II-Airport	2	168	3504	4276	3 40	2
Field Services Worker II- Streets	8	170	3575	4361	3 40	2
Field Services Worker III	2	178	3870	4723	3 40	2
Field Services Worker III- Airport	1	178	3870	4723	3 40	2
Field Services Worker III- Streets	1	180	3949	4818	3 40	2
Field Services Worker Trainee	0	148	2871	3504	3 40	2
Finance Director	1	271	9770	12042	1 E	-
Fire Inspector	1	173	3683	4494	3 40	5
G.I.S. Supervisor	1	221	5939	7249	1 P	1
G.I.S. Technician	0	175	3757	4584	3 40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Grants and Procurement Coordinator	1	212	5430	6627	1 A	1
Human Resources Aide	2	189	4319	5270	1 A	1
Human Resources Analyst I	0	207	5166	6305	1 A	1
Human Resources Analyst II	0	221	5939	7249	1 E	1
Human Resources Assistant	0	163	3334	4068	2 A	1
Industrial Waste Inspector I	0	198	4723	5765	3 P	2
Industrial Waste Inspector II	0	209	5270	6432	1 P	1
Information Technology Analyst I	1	207	5166	6305	1 E	1
Information Technology Analyst II	1	221	5939	7249	1 E	1
Information Technology Manager	1	248	7772	9483	1 E	1
Information Technology Technician	0	175	3757	4584	3 40	2
Lab Attendant	0	167	3469	4233	3 40	2
Lab Superintendent	1	229	6432	7850	1 E	1
Lab Supervisor	0	229	6432	7850	1 E	1
Lab Technician I	0	182	4028	4915	3 40	2
Lab Technician II	1	192	4449	5430	3 40	2
Lab Technician III	0	202	4915	5998	3 P	2
Leisure Services Coordinator	2	174	3719	4538	3 40	2
Leisure Servs Coordinator (Lt. Term)	0	174	3719	4538	3 40	2
Leisure Services Superintendent	0	212	5430	6627	1 E	1
Leisure Services Supervisor	1	190	4361	5323	1 E	1
Library Assistant	7	161	3268	3988	3 40	2
Library Assistant (Limited Term)	0	161	3268	3988	3 40	2
Library Assistant Trainee	0	148	2871	3504	3 40	2
Library Supervisor I	1	179	3909	4770	1 E	1
Library Supervisor II	1	190	4361	5323	1 E	1
Live Release Coordinator	1	173	3683	4494	3 40	5

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Mechanic I	0	174	3719	4538	3 40	2
Mechanic II	7	187	4233	5166	3 40	2
Mechanic Assistant	0	161	3268	3988	3 40	2
Meter Reader	4	166	3435	4191	3 40	2
Operations and ADA Coordinator	1	212	5430	6627	1 A	1
Parks & Leisure Services Director	1	271	9770	12042	1 E	-
Parks and Leisure Services Specialist	1	218	5765	7035	1 P	1
Parks Maintenance Worker I	3	158	3018	3683	3 40	2
Parks Maintenance Worker II	11	168	3504	4276	3 40	2
Parks Maintenance Worker II (PD)	1	168	3504	4276	3 40	2
Parks Maintenance Worker III	3	178	3870	4723	3 40	2
Parks Superintendent	1	218	5765	7035	1 E	1
Parks Supervisor	1	190	4361	5323	1 E	1
Planning Technician	0	175	3757	4581	3 A	2
Police Clerical Assistant	1	161	3268	3988	3 40	5
Police Crime Analyst	1	207	5166	6305	3 40	5
Police Officer Trainee	5	173	3683	4494	3 40	5
Police Services Supervisor	0	204	5014	6119	1 A	1
Principal Civil Engineer	1	236	6896	8416	1 P	1
Project Manager	1	226	6242	7619	1 E	1
Property & Evidence Technician	2	168	3504	4276	3 40	5
Public Education Officer	0	163	3334	4068	3 40	5
Public Safety IT Analyst I	1	208	5218	6368	3 40	5
Public Works Director	1	281	10792	13435	1 E	-
Purchasing Agent	0	210	5323	6496	1 E	1
Records Specialist	4	166	3435	4191	3 40	5
Records Coordinator	1	163	3334	4068	3 40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Assistant Communication Dispatch Supervisor	1	181	3988	4866	3 40	5
Records Supervisor	1	181	3988	4866	3 40	5
Senior Planner	1	226	6242	7619	1 P	1
Storekeeper	0	166	3435	4191	3 40	2
Transportation Director	1	271	9770	12042	1 E	-
Transportation Manager	1	248	7772	9483	1 E	1
Utility Billing Supervisor	1	207	5166	6305	1 A	1
WWTF Operator Superintendent	1	226	6242	7619	1 E	1
WWTF Operator I	0	168	3504	4276	3 40	2
WWTF Operator II	6	177	3832	4676	3 40	2
WWTF Operator III	2	195	4584	5595	3 40	2
WWTF Operator Trainee	0	148	2871	3504	3 40	2
Water Systems Specialist	1	201	4866	5939	1 A	1
Water Utility Superintendent	1	226	6242	7619	1 E	1
Water Utility Worker I	1	168	3504	4276	3 40	2
Water Utility Worker II	14	177	3832	4676	3 40	2
Water Utility Worker III	3	195	4584	5595	3 40	2
Zalud House Curator	0	149	2900	3539	3 40	2

PUBLIC SAFETY POSITIONS

Fire Protection:

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Fire Chief	1	281	10792	13435	1	E	-
Fire Deputy Chief	1	270	9673	11923	4	E	-
Fire Battalion Chief	4	256	8416	10268	4	E	-
Fire Marshal (non-sworn)	1	236	6896	8416	1	E	-
Fire Captain	10	225	6181	7544	4	27	6
Fire Engineer	9	211	5376	6561	4	27	4
Firefighter	27	201	4866	5939	4	27	4
Administrative Staff (a)							

Police Protection:

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Chief of Police	1	281	10792	13435	1	E	-
Assistant Chief of Police	1	270	9673	11923	1	E	-
Police Captain	2	258	8586	10475	1	E	-
Police Lieutenant	6	246	7619	9296	1	E	-
Police Sergeant	12	230	6496	7928	4	E	3
Police Officer	62	208	5218	6368	4	28	3
Police Officer (Limited Term)	1	208	5218	6368	4	28	3

EMPLOYEE PAY & BENEFIT PLAN NOTES

DESIGNATION

OVERTIME CITY DESIGNATION

- | | |
|-----------------------------|-----------------------------------|
| 1. Management Employees | No Compensation for Overtime Work |
| 2. Confidential Employees | Shall be Paid for Overtime Work |
| 3. General Series Employees | Shall be Paid for Overtime Work |
| 4. Fire/Police Employees | Shall be Paid for Overtime Work |

FLSA DESIGNATION

E= Executive, exempt P= Professional, exempt

A= Administrative, exempt

40 =40 hr., 7 day work period, non-exempt

28 =171 hr., 28 day work period, "7K" exempt

27 =204 hr., 27 day work period, "7K" exempt

EMPLOYEE GROUP DESIGNATION (REPRESENTATION)

1. Management and Confidential Series
 2. Porterville City Employees' Association
 3. Porterville Peace Officers' Association
 4. Porterville City Firefighters' Association
 5. Public Safety Support Unit
 6. Fire Officer Series
- Unrepresented Management

APPENDIX D

City of Porterville Basic Salary Schedule

Last Update: July 1, 2003

RANGE	STEP A		STEPS				
	HOURLY	ANNUAL	A	B	C	D	E
1	3.837	7,980	665	700	736	773	812
2	3.877	8,064	672	707	743	780	821
3	3.912	8,136	678	714	751	787	829
4	3.952	8,220	685	722	758	796	837
5	3.992	8,304	692	729	765	804	846
6	4.038	8,400	700	736	773	812	854
7	4.079	8,484	707	743	780	821	862
8	4,119	8,568	714	751	787	829	871
9	4.165	8,664	722	758	796	837	879
10	4.206	8,748	729	765	804	846	887
11	4.246	8,832	736	773	812	854	897
12	4.287	8,916	743	780	821	862	906
13	4.333	9,012	751	787	829	871	915
14	4.373	9,096	758	796	837	879	925
15	4.413	9,180	765	804	846	887	934
16	4.460	9,276	773	812	854	897	944
17	4.500	9,360	780	821	862	906	953
18	4.540	9,444	787	829	871	915	962
19	4.592	9,552	796	837	879	925	972
20	4.638	9,648	804	846	887	934	981
21	4.685	9,744	812	854	897	944	990
22	4.737	9,852	821	862	906	953	1,001
23	4.783	9,948	829	871	915	962	1,011
24	4.829	10,044	837	879	925	972	1,022
25	4.881	10,152	846	887	934	981	1,032
26	4.927	10,248	854	897	944	990	1,043
27	4.973	10,344	862	906	953	1,001	1,053
28	5.025	10,452	871	915	962	1,011	1,063
29	5.071	10,548	879	925	972	1,022	1,074
30	5.117	10,644	887	934	981	1,032	1,084
31	5.175	10,764	897	944	990	1,043	1,095
32	5.227	10,872	906	953	1,001	1,053	1,106
33	5.279	10,980	915	962	1,011	1,063	1,118
34	5.337	11,100	925	972	1,022	1,074	1,129
35	5.388	11,208	934	981	1,032	1,084	1,140
36	5.446	11,328	944	990	1,043	1,095	1,152
37	5.498	11,436	953	1,001	1,053	1,106	1,163

RANGE	STEP A		STEPS				
	HOURLY	ANNUAL	A	B	C	D	E
38	5.550	11,544	962	1,011	1,063	1,118	1,175
39	5.608	11,664	972	1,022	1,074	1,129	1,186
40	5.660	11,772	981	1,032	1,084	1,140	1,198
41	5.712	11,880	990	1,043	1,095	1,152	1,209
42	5.775	12,012	1,001	1,053	1,106	1,163	1,222
43	5.833	12,132	1,011	1,063	1,118	1,175	1,234
44	5.896	12,264	1,022	1,074	1,129	1,186	1,247
45	5.954	12,384	1,032	1,084	1,140	1,198	1,259
46	6.017	12,516	1,043	1,095	1,152	1,209	1,272
47	6.075	12,636	1,053	1,106	1,163	1,222	1,284
48	6.133	12,756	1,063	1,118	1,175	1,234	1,297
49	6.196	12,888	1,074	1,129	1,186	1,247	1,309
50	6.254	13,008	1,084	1,140	1,198	1,259	1,323
51	6.317	13,140	1,095	1,152	1,209	1,272	1,336
52	6.381	13,272	1,106	1,163	1,222	1,284	1,350
53	6.450	13,416	1,118	1,175	1,234	1,297	1,363
54	6.513	13,548	1,129	1,186	1,247	1,309	1,377
55	6.577	13,680	1,140	1,198	1,259	1,323	1,391
56	6.646	13,824	1,152	1,209	1,272	1,336	1,404
57	6.710	13,956	1,163	1,222	1,284	1,350	1,418
58	6.779	14,100	1,175	1,234	1,297	1,363	1,432
59	6.842	14,232	1,186	1,247	1,309	1,377	1,447
60	6.912	14,376	1,198	1,259	1,323	1,391	1,461
61	6.975	14,508	1,209	1,272	1,336	1,404	1,476
62	7.050	14,664	1,222	1,284	1,350	1,418	1,491
63	7.119	14,808	1,234	1,297	1,363	1,432	1,505
64	7.194	14,964	1,247	1,309	1,377	1,447	1,520
65	7.263	15,108	1,259	1,323	1,391	1,461	1,535
66	7.338	15,264	1,272	1,336	1,404	1,476	1,551
67	7.408	15,408	1,284	1,350	1,418	1,491	1,567
68	7.483	15,564	1,297	1,363	1,432	1,505	1,582
69	7.552	15,708	1,309	1,377	1,447	1,520	1,598
70	7.633	15,876	1,323	1,391	1,461	1,535	1,614
71	7.708	16,032	1,336	1,404	1,476	1,551	1,629
72	7.788	16,200	1,350	1,418	1,491	1,567	1,646
73	7.863	16,356	1,363	1,432	1,505	1,582	1,662
74	7.944	16,524	1,377	1,447	1,520	1,598	1,679
75	8.025	16,692	1,391	1,461	1,535	1,614	1,696
76	8.100	16,848	1,404	1,476	1,551	1,629	1,713
77	8.181	17,016	1,418	1,491	1,567	1,646	1,729
78	8.262	17,184	1,432	1,505	1,582	1,662	1,747

RANGE	STEP A		STEPS				
	HOURLY	ANNUAL	A	B	C	D	E
79	8.348	17,364	1,447	1,520	1,598	1,679	1,765
80	8.429	17,532	1,461	1,535	1,614	1,696	1,782
81	8.515	17,712	1,476	1,551	1,629	1,713	1,800
82	8.602	17,892	1,491	1,567	1,646	1,729	1,818
83	8.683	18,060	1,505	1,582	1,662	1,747	1,835
84	8.769	18,240	1,520	1,598	1,679	1,765	1,854
85	8.856	18,420	1,535	1,614	1,696	1,782	1,873
86	8.948	18,612	1,551	1,629	1,713	1,800	1,892
87	9.040	18,804	1,567	1,646	1,729	1,818	1,910
88	9.127	18,984	1,582	1,662	1,747	1,835	1,929
89	9.219	19,176	1,598	1,679	1,765	1,854	1,949
90	9.312	19,368	1,614	1,696	1,782	1,873	1,969
91	9.398	19,548	1,629	1,713	1,800	1,892	1,989
92	9.496	19,752	1,646	1,729	1,818	1,910	2,008
93	9.588	19,944	1,662	1,747	1,835	1,929	2,028
94	9.687	20,148	1,679	1,765	1,854	1,949	2,048
95	9.785	20,352	1,696	1,782	1,873	1,969	2,069
96	9.883	20,556	1,713	1,800	1,892	1,989	2,090
97	9.975	20,748	1,729	1,818	1,910	2,008	2,111
98	10.079	20,964	1,747	1,835	1,929	2,028	2,131
99	10.183	21,180	1,765	1,854	1,949	2,048	2,152
100	10.281	21,384	1,782	1,873	1,969	2,069	2,174
101	10.385	21,600	1,800	1,892	1,989	2,090	2,196
102	10.488	21,816	1,818	1,910	2,008	2,111	2,218
103	10.587	22,020	1,835	1,929	2,028	2,131	2,240
104	10.696	22,248	1,854	1,949	2,048	2,152	2,262
105	10.806	22,476	1,873	1,969	2,069	2,174	2,285
106	10.915	22,704	1,892	1,989	2,090	2,196	2,307
107	11.019	22,920	1,910	2,008	2,111	2,218	2,330
108	11.129	23,148	1,929	2,028	2,131	2,240	2,353
109	11.244	23,388	1,949	2,048	2,152	2,262	2,377
110	11.360	23,628	1,969	2,069	2,174	2,285	2,401
111	11.475	23,868	1,989	2,090	2,196	2,307	2,425
112	11.585	24,096	2,008	2,111	2,218	2,330	2,449
113	11.700	24,336	2,028	2,131	2,240	2,353	2,474
114	11.815	24,576	2,048	2,152	2,262	2,377	2,499
115	11.937	24,828	2,069	2,174	2,285	2,401	2,524
116	12.058	25,080	2,090	2,196	2,307	2,425	2,549
117	12.179	25,332	2,111	2,218	2,330	2,449	2,574
118	12.294	25,572	2,131	2,240	2,353	2,474	2,600
119	12.415	25,824	2,152	2,262	2,377	2,499	2,626

RANGE	STEP A		STEPS				
	HOURLY	ANNUAL	A	B	C	D	E
120	12.542	26,088	2,174	2,285	2,401	2,524	2,652
121	12.669	26,352	2,196	2,307	2,425	2,549	2,678
122	12.796	26,616	2,218	2,330	2,449	2,574	2,706
123	12.923	26,880	2,240	2,353	2,474	2,600	2,733
124	13.050	27,144	2,262	2,377	2,499	2,626	2,760
125	13.183	27,420	2,285	2,401	2,524	2,652	2,787
126	13.310	27,684	2,307	2,425	2,549	2,678	2,815
127	13.442	27,960	2,330	2,449	2,574	2,706	2,843
128	13.575	28,236	2,353	2,474	2,600	2,733	2,871
129	13.713	28,524	2,377	2,499	2,626	2,760	2,900
130	13.852	28,812	2,401	2,524	2,652	2,787	2,930
131	13.990	29,100	2,425	2,549	2,678	2,815	2,959
132	14.129	29,388	2,449	2,574	2,706	2,843	2,988
133	14.273	29,688	2,474	2,600	2,733	2,871	3,018
134	14.417	29,988	2,499	2,626	2,760	2,900	3,048
135	14.562	30,288	2,524	2,652	2,787	2,930	3,079
136	14.706	30,588	2,549	2,678	2,815	2,959	3,110
137	14.850	30,888	2,574	2,706	2,843	2,988	3,141
138	15.000	31,200	2,600	2,733	2,871	3,018	3,172
139	15.150	31,512	2,626	2,760	2,900	3,048	3,204
140	15.300	31,824	2,652	2,787	2,930	3,079	3,236
141	15.450	32,136	2,678	2,815	2,959	3,110	3,268
142	15.612	32,472	2,706	2,843	2,988	3,141	3,301
143	15.767	32,796	2,733	2,871	3,018	3,172	3,334
144	15.923	33,120	2,760	2,900	3,048	3,204	3,367
145	16.079	33,444	2,787	2,930	3,079	3,236	3,401
146	16.240	33,780	2,815	2,959	3,110	3,268	3,435
147	16.402	34,116	2,843	2,988	3,141	3,301	3,469
148	16.563	34,452	2,871	3,018	3,172	3,334	3,504
149	16.731	34,800	2,900	3,048	3,204	3,367	3,539
150	16.904	35,160	2,930	3,079	3,236	3,401	3,575
151	17.071	35,508	2,959	3,110	3,268	3,435	3,610
152	17.238	35,856	2,988	3,141	3,301	3,469	3,646
153	17.412	36,216	3,018	3,172	3,334	3,504	3,683
154	17.585	36,576	3,048	3,204	3,367	3,539	3,719
155	17.763	36,948	3,079	3,236	3,401	3,575	3,757
156	17.942	37,320	3,110	3,268	3,435	3,610	3,794
157	18.121	37,692	3,141	3,301	3,469	3,646	3,832
158	18.300	38,064	3,172	3,334	3,504	3,683	3,870
159	18.485	38,448	3,204	3,367	3,539	3,719	3,909
160	18.669	38,832	3,236	3,401	3,575	3,757	3,949

RANGE	STEP A		STEPS				
	HOURLY	ANNUAL	A	B	C	D	E
161	18.854	39,216	3,268	3,435	3,610	3,794	3,988
162	19.044	39,612	3,301	3,469	3,646	3,832	4,028
163	19.235	40,008	3,334	3,504	3,683	3,870	4,068
164	19.425	40,404	3,367	3,539	3,719	3,909	4,109
165	19.621	40,812	3,401	3,575	3,757	3,949	4,150
166	19.817	41,220	3,435	3,610	3,794	3,988	4,191
167	20.013	41,628	3,469	3,646	3,832	4,028	4,233
168	20.215	42,048	3,504	3,683	3,870	4,068	4,276
169	20.417	42,468	3,539	3,719	3,909	4,109	4,319
170	20.625	42,900	3,575	3,757	3,949	4,150	4,361
171	20.827	43,320	3,610	3,794	3,988	4,191	4,405
172	21.035	43,752	3,646	3,832	4,028	4,233	4,449
173	21.248	44,196	3,683	3,870	4,068	4,276	4,494
174	21.456	44,628	3,719	3,909	4,109	4,319	4,538
175	21.675	45,084	3,757	3,949	4,150	4,361	4,584
176	21.888	45,528	3,794	3,988	4,191	4,405	4,630
177	22.108	45,984	3,832	4,028	4,233	4,449	4,676
178	22.327	46,440	3,870	4,068	4,276	4,494	4,723
179	22.552	46,908	3,909	4,109	4,319	4,538	4,770
180	22.783	47,388	3,949	4,150	4,361	4,584	4,818
181	23.008	47,856	3,988	4,191	4,405	4,630	4,866
182	23.238	48,336	4,028	4,233	4,449	4,676	4,915
183	23.469	48,816	4,068	4,276	4,494	4,723	4,964
184	23.706	49,308	4,109	4,319	4,538	4,770	5,014
185	23.942	49,800	4,150	4,361	4,584	4,818	5,064
186	24.179	50,292	4,191	4,405	4,630	4,866	5,115
187	24.421	50,796	4,233	4,449	4,676	4,915	5,166
188	24.669	51,312	4,276	4,494	4,723	4,964	5,218
189	24.917	51,828	4,319	4,538	4,770	5,014	5,270
190	25.160	52,332	4,361	4,584	4,818	5,064	5,323
191	25.413	52,860	4,405	4,630	4,866	5,115	5,376
192	25.667	53,388	4,449	4,676	4,915	5,166	5,430
193	25.927	53,928	4,494	4,723	4,964	5,218	5,485
194	26.181	54,456	4,538	4,770	5,014	5,270	5,540
195	26.446	55,008	4,584	4,818	5,064	5,323	5,595
196	26.712	55,560	4,630	4,866	5,115	5,376	5,651
197	26.977	56,112	4,676	4,915	5,166	5,430	5,708
198	27.248	56,676	4,723	4,964	5,218	5,485	5,765
199	27.519	57,240	4,770	5,014	5,270	5,540	5,822
200	27.796	57,816	4,818	5,064	5,323	5,595	5,881
201	28.073	58,392	4,866	5,115	5,376	5,651	5,939

RANGE	STEP A		STEPS				
	HOURLY	ANNUAL	A	B	C	D	E
202	28.356	58,980	4,915	5,166	5,430	5,708	5,998
203	28.638	59,568	4,964	5,218	5,485	5,765	6,059
204	28.927	60,168	5,014	5,270	5,540	5,822	6,119
205	29.215	60,768	5,064	5,323	5,595	5,881	6,181
206	29.510	61,380	5,115	5,376	5,651	5,939	6,242
207	29.804	61,992	5,166	5,430	5,708	5,998	6,305
208	30.104	62,616	5,218	5,485	5,765	6,059	6,368
209	30.404	63,240	5,270	5,540	5,822	6,119	6,432
210	30.710	63,876	5,323	5,595	5,881	6,181	6,496
211	31.015	64,512	5,376	5,651	5,939	6,242	6,561
212	31.327	65,160	5,430	5,708	5,998	6,305	6,627
213	31.644	65,820	5,485	5,765	6,059	6,368	6,693
214	31.962	66,480	5,540	5,822	6,119	6,432	6,760
215	32.279	67,140	5,595	5,881	6,181	6,496	6,828
216	32.602	67,812	5,651	5,939	6,242	6,561	6,896
217	32.931	68,496	5,708	5,998	6,305	6,627	6,965
218	33.260	69,180	5,765	6,059	6,368	6,693	7,035
219	33.588	69,864	5,822	6,119	6,432	6,760	7,106
220	33.929	70,572	5,881	6,181	6,496	6,828	7,177
221	34.263	71,268	5,939	6,242	6,561	6,896	7,249
222	34.604	71,976	5,998	6,305	6,627	6,965	7,322
223	34.956	72,708	6,059	6,368	6,693	7,035	7,395
224	35.302	73,428	6,119	6,432	6,760	7,106	7,469
225	35.660	74,172	6,181	6,496	6,828	7,177	7,544
226	36.012	74,904	6,242	6,561	6,896	7,249	7,619
227	36.375	75,660	6,305	6,627	6,965	7,322	7,695
228	36.738	76,416	6,368	6,693	7,035	7,395	7,772
229	37.108	77,184	6,432	6,760	7,106	7,469	7,850
230	37.477	77,952	6,496	6,828	7,177	7,544	7,928
231	37.852	78,732	6,561	6,896	7,249	7,619	8,007
232	38.233	79,524	6,627	6,965	7,322	7,695	8,087
233	38.613	80,316	6,693	7,035	7,395	7,772	8,169
234	39.000	81,120	6,760	7,106	7,469	7,850	8,250
235	39.392	81,936	6,828	7,177	7,544	7,928	8,332
236	39.785	82,752	6,896	7,249	7,619	8,007	8,416
237	40.183	83,580	6,965	7,322	7,695	8,087	8,500
238	40.587	84,420	7,035	7,395	7,772	8,169	8,586
239	40.996	85,272	7,106	7,469	7,850	8,250	8,671
240	41.406	86,124	7,177	7,544	7,928	8,332	8,757
241	41.821	86,988	7,249	7,619	8,007	8,416	8,845
242	42.242	87,864	7,322	7,695	8,087	8,500	8,934

RANGE	STEP A		STEPS				
	HOURLY	ANNUAL	A	B	C	D	E
243	42.663	88,740	7,395	7,772	8,169	8,586	9,023
244	43.090	89,628	7,469	7,850	8,250	8,671	9,113
245	43.523	90,528	7,544	7,928	8,332	8,757	9,204
246	43.956	91,428	7,619	8,007	8,416	8,845	9,296
247	44.394	92,340	7,695	8,087	8,500	8,934	9,389
248	44.838	93,264	7,772	8,169	8,586	9,023	9,483
249	45.288	94,200	7,850	8,250	8,671	9,113	9,578
250	45.738	95,136	7,928	8,332	8,757	9,204	9,673
251	46.194	96,084	8,007	8,416	8,845	9,296	9,770
252	46.656	97,044	8,087	8,500	8,934	9,389	9,868
253	47.129	98,028	8,169	8,586	9,023	9,483	9,966
254	47.596	99,000	8,250	8,671	9,113	9,578	10,066
255	48.069	99,984	8,332	8,757	9,204	9,673	10,167
256	48.554	100,992	8,416	8,845	9,296	9,770	10,268
257	49.038	102,000	8,500	8,934	9,389	9,868	10,372
258	49.535	103,032	8,586	9,023	9,483	9,966	10,475
259	50.025	104,052	8,671	9,113	9,578	10,066	10,580
260	50.521	105,084	8,757	9,204	9,673	10,167	10,685
261	51.029	106,140	8,845	9,296	9,770	10,268	10,792
262	51.542	107,208	8,934	9,389	9,868	10,372	10,901
263	52.056	108,276	9,023	9,483	9,966	10,475	11,010
264	52.575	109,356	9,113	9,578	10,066	10,580	11,121
265	53.100	110,448	9,204	9,673	10,167	10,685	11,232
266	53.631	111,552	9,296	9,770	10,268	10,792	11,345
267	54.167	112,668	9,389	9,868	10,372	10,901	11,458
268	54.710	113,796	9,483	9,966	10,475	11,010	11,573
269	55.258	114,936	9,578	10,066	10,580	11,121	11,689
270	55.806	116,076	9,673	10,167	10,685	11,232	11,923
271	56.365	117,240	9,770	10,268	10,792	11,345	12,042
272	56.931	118,416	9,868	10,372	10,901	11,458	12,163
273	57.496	119,592	9,966	10,475	11,010	11,573	12,285
274	58.073	120,792	10,066	10,580	11,121	11,689	12,408
275	58.656	122,004	10,167	10,685	11,232	11,923	12,532
276	59.238	123,216	10,268	10,792	11,345	12,042	12,657
277	59.838	124,464	10,372	10,901	11,458	12,163	12,783
278	60.433	125,700	10,475	11,010	11,573	12,285	12,911
279	61.038	126,960	10,580	11,121	11,689	12,408	13,040
280	61.644	128,220	10,685	11,232	11,923	12,532	13,302
281	62.262	129,504	10,792	11,345	12,042	12,657	13,435
282	62.890	130,812	10,901	11,458	12,163	12,783	13,569
283	63.519	132,120	11,010	11,573	12,285	12,911	13,705

RANGE	STEP A		STEPS				
	HOURLY	ANNUAL	A	B	C	D	E
284	64.160	133,452	11,121	11,689	12,408	13,040	13,842
285	64.800	134,784	11,232	11,923	12,532	13,302	13,981
286	65.452	136,140	11,345	12,042	12,657	13,435	14,121
287	66.104	137,496	11,458	12,163	12,783	13,569	14,262
288	66.767	138,876	11,573	12,285	12,911	13,705	14,405
289	67.437	140,268	11,689	12,408	13,040	13,842	14,549
290	68.787	143,076	11,923	12,532	13,302	13,981	14,695
291	69.473	144,504	12,042	12,657	13,435	14,121	14,842
292	70.171	145,956	12,163	12,783	13,569	14,262	14,990
293	70.875	147,420	12,285	12,911	13,705	14,405	15,140
294	71.585	148,896	12,408	13,040	13,842	14,459	15,291
295	72.300	150,384	12,532	13,302	13,981	14,695	15,444
296	73.021	151,884	12,657	13,435	14,121	14,842	15,598
297	73.748	153,396	12,783	13,569	14,262	14,990	15,754
298	74.487	154,932	12,911	13,705	14,405	15,140	15,912
299	75.231	156,480	13,040	13,842	14,549	15,291	16,071
300	76.742	159,624	13,302	13,981	14,695	15,444	16,232
301	77.510	161,220	13,435	14,121	14,842	15,598	16,394
302	78.283	162,828	13,569	14,262	14,990	15,754	16,558
303	79.067	164,460	13,705	14,405	15,140	15,912	16,724
304	79.858	166,104	13,842	14,549	15,291	16,071	16,890
305	80.660	167,772	13,981	14,695	15,444	16,232	17,059
306	81.467	169,452	14,121	14,842	15,598	16,394	17,230
307	82.281	171,144	14,262	14,990	15,754	16,558	
308	83.106	172,860	14,405	15,140	15,912	16,724	
309	83.937	174,588	14,549	15,291	16,071	16,890	
310	84.779	176,340	14,695	15,444	16,232	17,059	
311	85.627	178,104	14,842	15,598	16,394	17,230	
312	86.481	179,880	14,990	15,754	16,558		
313	87.346	181,680	15,140	15,912	16,724		
314	88.217	183,492	15,291	16,071	16,890		
315	89,100	185,328	15,444	16,232	17,059		
316	89.988	187,176	15,598	16,394	17,230		
317	90.888	189,048	15,754	16,558			
318	91.800	190,944	15,912	16,724			
319	92.717	192,852	16,071	16,890			
320	93.646	194,784	16,232	17,059			
321	94.581	196,728	16,394	17,230			
322	95.527	198,696	16,558				
323	96.485	200,688	16,724				
324	97.442	202,680	16,890				

ADDITIONAL INFORMATION

If you have any questions, please contact your immediate supervisor, Department Head, or the Human Resources office. Here is a list of additional helpful publications/resources you may want to locate:

- **Administrative Policy Manual**
The City's Administrative Policy Manual outlines general policies, program procedures, regulations and explanations that have been issued through City Council resolutions, City Manager memoranda and/or oral instructions.
- **Bargaining Unit Memorandum of Understandings/Resolutions**
Memorandum of Understandings (MOU's) outline items specifically negotiated by bargaining units. Once submitted and approved by the Porterville City Council, a resolution is adopted.
- **City of Porterville Employee Benefit Trust Fund Plan Document**
The City's Plan Document outlines in detail the health benefits provided to all full-time and offered to full-time equivalent employees.
- **City of Porterville Personnel System Rules and Regulations**
The City's Rules and Regulations provides a system of personnel rules based on Federal/ State law, City Council resolutions, Administrative Policy and Procedures, agreements with employee associations; describes standards of workplace conduct; and outlines a detailed recruitment process for potential employees.
- **City of Porterville Internet**
The City of Porterville website, <http://www.ci.porterville.ca.us/> is available to anyone seeking information about City services, programs, events and/or activities.
- **City of Porterville Intranet via Sharepoint Office 365**
The City of Porterville intranet, accessible through Sharepoint Office 365, is accessible by City of Porterville employees only. It displays a wide array of information including forms and newsletters.
- **Employer-Employee Relations Resolution of the City of Porterville**
The Employer-Employee Relations Resolution of the City of Porterville provides a procedure for the recognition, suspension and revocation of recognition status of employee organizations and establishes a reasonable and orderly method for the meet and confer process.

APPENDIX C

City of Porterville Position Pay Plan Effective Date: October 1, 2025

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Abatement Worker	3	176	3794	4630	3 40	2
Accountant I	1	210	5323	6496	1 P	1
Accountant II	2	224	6119	7469	1 E	1
Account Clerk I	1	154	3048	3719	3 40	2
Account Clerk II	6	164	3367	4109	3 40	2
Account Clerk III	0	168	3504	4276	2 A	1
Accounting Technician	1	178	3870	4723	2 A	1
Administrative Aide	3	192	4449	5430	1 A	1
Administrative Aide (Limited Term)	0	192	4449	5430	1 A	1
Administrative Aide-Housing	2	192	4449	5430	1 A	1
Administrative Analyst I	1	210	5323	6496	1 E	1
Administrative Analyst II	2	224	6119	7469	1 E	1
Administrative Assistant	5	166	3435	4191	2 A	1
Administrative Assistant to the Chief of Police	1	166	3435	4191	3 40	5
Administrative Services Manager	1	251	8007	9770	1 E	-
Administrative Services Director	1	274	10066	12408	1 E	-
Adult Lit. Prog. Coord. (Lt. Term)	0	192	4449	5430	1 E	1
Airport Services Coordinator	0	195	4584	5595	1 E	1
Animal Control Officer	0	166	3435	4191	3 40	5
Animal Shelter Supervisor	1	211	5376	6561	3 40	5
Assistant City Engineer	1	250	7928	9673	1 P	1
Assistant City Manager	1	284	11121	13842	1 E	-
Assistant Communication Dispatch Supervisor	1	184	4109	5014	3 40	5
Assistant Construction Project Mgr.	1	218	5765	7035	1 E	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Assistant Engineer	1	218	5765	7035	1 P	1
Assistant Engineer (Limited Term)	0	218	5765	7035	1 P	1
Assistant Field Services Manager	0	237	6965	8500	1 A	1
Assistant Finance Director	1	251	8007	9770	1 E	1
Assistant Parks and Leisure Services Director	1	251	8007	9770	1 E	1
Assistant Planner	1	210	5323	6496	1 P	1
Assistant Project Manager	1	218	5765	7035	1 E	1
Associate Engineer	2	229	6432	7850	1 P	1
Associate Planner	1	224	6119	7469	1 P	1
Building Inspector I	1	202	4915	5998	3 40	2
Building Inspector II	1	212	5430	6627	3 P	2
Building Permit Technician	1	192	4449	5430	1 A	1
Chemist I	1	216	5651	6896	1 P	1
Chemist II	0	224	6119	7469	1 P	1
Chief Building Inspector	1	229	6432	7850	1 E	1
Chief Building Official	1	239	7106	8671	1 E	1
Chief Deputy City Clerk	1	224	6119	7469	1 E	1
Chief Financial Officer	0	254	8250	10066	1 E	-
Chief of Parks & Leisure Svcs. Ops.	0	250	7928	9673	1 E	-
City Attorney (part time)		Flat				
City Engineer	1	256	8416	10268	1 E	1
City Librarian	1	229	6432	7850	1 E	1
City Manager	1	CONTRACT	15000	15000	1 E	-
City Planner	1	251	8007	9770	1 E	1
Clerical Assistant I	2	154	3048	3719	3 40	2
Clerical Assistant I (Limited Term)	1	154	3048	3719	3 40	2
Clerical Assistant II	6	159	3204	3909	3 40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Clerical Assistant III	2	164	3367	4109	3 A	2
Clerical Assistant Trainee	0	151	2959	3610	3 40	2
Code Enforcement Officer	3	176	3794	4630	3 40	5
Code Enforcement Officer II	1	196	4630	5651	3 40	5
Communications Dispatcher	15	179	3909	4770	3 40	5
Communications Dispatcher (Lt. Term)	0	179	3909	4770	3 40	5
Communications Supervisor	1	199	4770	5822	3 40	5
Community Development Director	1	274	10066	12408	1 E	-
Community Development Manager	0	251	8007	9770	1 E	1
Community Services Officer I	7	176	3794	4630	3 40	5
Community Services Officer II	1	186	4191	5115	3 40	5
Construction/Project Manager	1	239	7106	8671	1 P	1
Crisis Intervention Specialist	1	196	4630	5651	3 40	5
Deputy City Clerk	0	210	5323	6496	1 A	1
Deputy City Manager	1	289	11689	14549	1 E	-
Deputy Public Works Director/ City Engineer	0	262	8934	10901	1 E	-
Deputy Public Works Director/ Field Services Manager	0	262	8934	10901	1 E	-
Development Assistant	1	210	5323	6496	1 P	1
Development Assistant: Housing	0	210	5323	6496	1 P	1
Development Associate	1	224	6119	7469	1 P	1
Economic Dev. & Housing Mgr.	1	251	8007	9770	1 E	1
Electrician/Instrument Technician	1	197	4676	5708	3 40	2
Encampment Maintenance Worker	0	176	3794	4630	3 40	2
Engineering & Building Technician	2	178	3870	4723	3 40	2
Engineering Inspector I	0	202	4915	5998	3 P	2
Engineering Inspector II	2	212	5430	6627	3 P	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Engineering & Project Management Director	1	274	10066	12408	1	E	-
Engineering Specialist I	0	182	4028	4915	3	40	2
Engineering Specialist II	2	193	4494	5485	3	40	2
Engineering Specialist III	1	202	4915	5998	3	P	2
Engineering Specialist III – (Lt. Term)	0	202	4915	5998	3	P	2
Executive Assistant to City Manager	1	171	3610	4405	2	A	1
Field Services Manager	1	251	8007	9770	1	E	1
Field Services Shop Superintendent	1	225	6181	7544	1	E	1
Field Services Shop Supervisor	0	202	4915	5998	1	E	1
Field Services-Superintendent- Streets	1	223	6059	7395	1	E	1
Field Services Superintendent	1	221	5939	7249	1	E	1
Field Services Supervisor	1	193	4494	5485	1	E	1
Field Services Supervisor- Streets	1	195	4584	5595	1	E	1
Field Services Supervisor – Water	1	204	5014	6119	1	E	1
Field Services Worker I	1	161	3268	3988	3	40	2
Field Services Worker I- Airport Maint.	0	161	3268	3988	3	40	2
Field Services Worker II	17	173	3683	4494	3	40	2
Field Services Worker II-Airport	2	171	3610	4405	3	40	2
Field Services Worker II- Streets	8	173	3683	4494	3	40	2
Field Services Worker III	2	181	3988	4866	3	40	2
Field Services Worker III- Airport	1	181	3988	4866	3	40	2
Field Services Worker III- Streets	1	183	4068	4964	3	40	2
Field Services Worker Trainee	0	151	2959	3610	3	40	2
Finance Director	1	274	10066	12408	1	E	-
Fire Inspector	1	176	3794	4630	3	40	5
G.I.S. Supervisor	1	224	6119	7469	1	P	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
G.I.S. Technician	0	178	3870	4723	3 40	2
Grants and Procurement Coordinator	1	215	5595	6828	1 A	1
Human Resources Aide	2	192	4449	5430	1 A	1
Human Resources Analyst I	0	210	5323	6496	1 A	1
Human Resources Analyst II	0	224	6119	7469	1 E	1
Human Resources Assistant	0	166	3435	4191	2 A	1
Industrial Waste Inspector I	0	201	4866	5939	3 P	2
Industrial Waste Inspector II	0	212	5430	6627	1 P	1
Information Technology Analyst I	1	210	5323	6496	1 E	1
Information Technology Analyst II	1	224	6119	7469	1 E	1
Information Technology Manager	1	251	8007	9770	1 E	1
Information Technology Technician	0	178	3870	4723	3 40	2
Lab Attendant	0	170	3575	4361	3 40	2
Lab Superintendent	1	232	6627	8087	1 E	1
Lab Supervisor	0	232	6627	8087	1 E	1
Lab Technician I	0	185	4150	5064	3 40	2
Lab Technician II	1	195	4584	5595	3 40	2
Lab Technician III	0	205	5064	6181	3 P	2
Leisure Services Coordinator	2	177	3832	4676	3 40	2
Leisure Servs Coordinator (Lt. Term)	0	177	3832	4676	3 40	2
Leisure Services Superintendent	0	215	5595	6828	1 E	1
Leisure Services Supervisor	1	193	4494	5485	1 E	1
Library Assistant	7	164	3367	4109	3 40	2
Library Assistant (Limited Term)	0	164	3367	4109	3 40	2
Library Assistant Trainee	0	151	2959	3610	3 40	2
Library Supervisor I	1	182	4028	4915	1 E	1
Library Supervisor II	1	193	4494	5485	1 E	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Live Release Coordinator	1	176	3794	4630	3 40	5
Mechanic I	0	177	3832	4676	3 40	2
Mechanic II	7	190	4361	5323	3 40	2
Mechanic Assistant	0	164	3367	4109	3 40	2
Meter Reader	4	169	3539	4319	3 40	2
Operations and ADA Coordinator	1	215	5595	6828	1 A	1
Parks & Leisure Services Director	1	274	10066	12408	1 E	-
Parks and Leisure Services Specialist	0	221	5939	7249	1 P	1
Parks Maintenance Worker I	4	161	3268	3988	3 40	2
Parks Maintenance Worker II	11	171	3610	4405	3 40	2
Parks Maintenance Worker II (PD)	1	171	3610	4405	3 40	2
Parks Maintenance Worker III	3	181	3988	4866	3 40	2
Parks Superintendent	1	221	5939	7249	1 E	1
Parks Supervisor	1	193	4494	5485	1 E	1
Planning Technician	0	178	3870	4723	3 A	2
Police Clerical Assistant	1	164	3367	4109	3 40	5
Police Crime Analyst	1	210	5323	6496	3 40	5
Police Officer Trainee	5	176	3794	4630	3 40	5
Police Services Supervisor	0	207	5166	6305	1 A	1
Principal Civil Engineer	1	239	7106	8671	1 P	1
Project Manager	1	229	6432	7850	1 E	1
Property & Evidence Technician	2	171	3610	4405	3 40	5
Public Education Officer	0	166	3435	4191	3 40	5
Public Safety IT Analyst I	1	211	5376	6561	3 40	5
Public Works Director	1	274	10066	12408	1 E	-
Purchasing Agent	0	213	5485	6693	1 E	1
Records Coordinator	1	166	3435	4191	3 40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Records Specialist	4	169	3539	4319	3 40	5
Records Supervisor	1	184	4109	5014	3 40	5
Senior Planner	1	229	6432	7850	1 P	1
Storekeeper	0	169	3539	4319	3 40	2
Transportation Director	1	274	10066	12408	1 E	-
Transportation Manager	1	251	8007	9770	1 E	1
Utility Billing Supervisor	1	210	5323	6496	1 A	1
WWTF Operator Superintendent	1	229	6432	7850	1 E	1
WWTF Operator I	0	171	3610	4405	3 40	2
WWTF Operator II	6	180	3949	4818	3 40	2
WWTF Operator III	2	198	4723	5765	3 40	2
WWTF Operator Trainee	0	151	2959	3610	3 40	2
Water Systems Specialist	1	204	5014	6119	1 A	1
Water Utility Superintendent	1	229	6432	7850	1 E	1
Water Utility Worker I	1	171	3610	4405	3 40	2
Water Utility Worker II	14	180	3949	4818	3 40	2
Water Utility Worker III	3	198	4723	5765	3 40	2
Zalud House Curator	0	152	2988	3646	3 40	2

PUBLIC SAFETY POSITIONS

Fire Protection:

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Fire Chief	1	284	11689	13842	1	E	-
Fire Deputy Chief	1	273	9966	12285	4	E	-
Fire Battalion Chief	4	259	8671	10580	4	E	-
Fire Marshal (non-sworn)	1	239	7106	8671	1	E	-
Fire Captain	10	230	6496	7928	4	27	6
Fire Engineer	9	216	5651	6896	4	27	4
Firefighter	27	206	5115	6242	4	27	4
Administrative Staff (a)							

Police Protection:

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Chief of Police	1	284	11689	13842	1	E	-
Assistant Chief of Police	1	273	9966	12285	1	E	-
Police Captain	2	261	8845	10792	1	E	-
Police Lieutenant	6	249	7850	9578	1	E	-
Police Sergeant	12	237	6965	8500	4	E	3
Police Officer	62	215	5595	6828	4	28	3
Police Officer (Limited Term)	1	215	5595	6828	4	28	3

EMPLOYEE PAY & BENEFIT PLAN NOTES

DESIGNATION

OVERTIME CITY DESIGNATION

- | | |
|-----------------------------|-----------------------------------|
| 1. Management Employees | No Compensation for Overtime Work |
| 2. Confidential Employees | Shall be Paid for Overtime Work |
| 3. General Series Employees | Shall be Paid for Overtime Work |
| 4. Fire/Police Employees | Shall be Paid for Overtime Work |

FLSA DESIGNATION

E= Executive, exempt P= Professional, exempt

A= Administrative, exempt

40 =40 hr., 7 day work period, non-exempt

28 =171 hr., 28 day work period, "7K" exempt

27 =204 hr., 27 day work period, "7K" exempt

EMPLOYEE GROUP DESIGNATION (REPRESENTATION)

1. Management and Confidential Series
 2. Porterville City Employees' Association
 3. Porterville Peace Officers' Association
 4. Porterville City Firefighters' Association
 5. Public Safety Support Unit
 6. Fire Officer Series
- Unrepresented Management



CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Amendment to the Capital Improvement Plan and Establishment of a New Capital Project for City Council Chambers Renovation

SOURCE: City Manager's Office

COMMENT: As part of the ongoing effort to enhance the functionality, accessibility, and professional appearance of City facilities, staff is recommending an amendment to the Capital Improvement Plan (CIP) to establish a new capital project titled City Council Chambers Renovation.

The existing Council Chambers, located within City Hall, serves as the formal meeting space for the City Council and other public meetings. The facility has remained largely unchanged for many years and would benefit from improvements that modernize its layout, technology, and accessibility while reinforcing civic pride. The proposed renovation will incorporate the theme “Bringing American History to Life”, reflecting the City’s commitment to civic engagement, historical appreciation, and community identity.

Improvements will include, but are not limited to, relocating the City Clerk’s position and associated technology, installing new wallpaper and historical photographs, adding “E Pluribus Unum” signage, and completing other aesthetic and functional upgrades to be determined as the project design progresses. The renovation will also include a height-adjustable podium and other potential ADA improvements to ensure accessibility within the meeting space. The theme will be carried throughout the design elements to create a setting that honors American heritage, the nation’s founding ideals, and the City’s own place in that broader story.

To fund the project, staff recommends reallocating \$50,000 originally programmed for the City Hall Fitness Center Upgrade project to the new City Council Chambers Renovation project. The design work for the renovation is minimal and will be completed in-house by City staff, ensuring cost efficiency and alignment with the City’s operational standards.

Staff is requesting authorization to amend the Capital Improvement Plan, reallocate the funds, and proceed with the design and implementation of the City Council Chambers Renovation project. This amendment is budget-neutral

and does not increase overall appropriations.

RECOMMENDATION:

That the City Council:

1. Approve an amendment to the Capital Improvement Plan to establish a new project titled "City Council Chambers Renovation";
2. Authorize the reallocation of \$50,000 from the City Hall Fitness Center Upgrade project to the City Council Chambers Renovation project; and
3. Authorize staff to proceed with the in-house design and implementation of the City Council Chambers Renovation project.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Review and Discussion of the City's Representation on the Porterville Area Development Authority

SOURCE: City Manager's Office

COMMENT: The Porterville Area Development Authority (PADA) was established on August 30, 2021, through a Joint Powers Agreement between the City of Porterville and the Tule River Tribe. The Authority's purpose is to facilitate and coordinate joint projects between the City and Tribe, including the development of wastewater and recycled water facilities, transportation infrastructure, and related public improvements that serve mutual interests within the west Porterville area.

Under the Joint Powers Agreement, the Authority is governed by a Board of Directors comprised of three voting members appointed by the City Council and two voting members appointed by the Tule River Tribal Council. Unless otherwise determined by the City Council, the City Manager serves as an ex-officio member of the Board. The Tule River Tribal Chairperson serves as the Tribal ex-officio member.

Currently, Councilman Beltran, Councilman Rivas, and Baldomero Rodriguez (Civil Engineer and retired Public Works Director) serve as the City's appointed representatives to the Porterville Area Development Authority Board, and the City Manager serves as the City's ex-officio member.

The Authority's work to date has focused on advancing key projects identified in the Development and Reimbursement Agreement for Wastewater and Recycled Water System Facilities and Improvements. This agreement outlines cooperative efforts between the City, the Tribe, and the PADA for the design, funding, and construction of wastewater and tertiary treatment facilities to serve the Tule River Casino Resort, the City Sports Complex, and future development in the west Porterville area. The City committed to fund approximately two-thirds of the total project cost, with the remaining one-third reimbursed by the Tribe under the terms of the agreement.

The wastewater and recycled water system facility has now been completed. As part of the next steps, the Porterville Area Development Authority will need

to meet to discuss and approve the final project invoices and establish the development cost reimbursement payment plan as outlined in the Development and Reimbursement Agreement.

Additionally, the Memorandum of Understanding between the City and the Tule River Tribe further establishes shared goals for coordinated planning and development, cooperative infrastructure investment, and long-term service delivery partnerships to support regional economic development.

Given the evolving nature of these intergovernmental partnerships and the upcoming PADA responsibilities related to final project accounting and reimbursement, this discussion provides the City Council with an opportunity to review the City's current representation on the Authority and consider whether adjustments should be made to ensure the City's interests continue to be effectively represented. There is no fiscal impact associated with this item.

RECOMMENDATION: That the City Council discuss the City's representation on the Porterville Area Development Authority and provide direction to staff regarding any desired changes to appointed representatives.

ATTACHMENTS:

1. City -Tule River Tribe MOU
2. PADA Joint Powers Agreement
3. PADA Development and Reimbursement Agreement

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TULE RIVER INDIAN TRIBE,
THE TULE RIVER TRIBE GAMING AUTHORITY
AND THE CITY OF PORTERVILLE**

This Memorandum of Understanding ("Agreement") is entered into this 5th day of August, 2019 ("Effective Date"), between the Tule River Indian Tribe, a federally recognized Indian Tribe (the "Tribe"), the Tule River Tribe Gaming Authority, a wholly owned subsidiary and instrumentality of the Tribe ("Gaming Authority") and the City of Porterville, a political subdivision of the State of California (the "City"). The Tribe, Gaming Authority and the City are individually referred to as a "Party" and collectively as the "Parties".

RECITALS

A. The Tribe is the sovereign governmental authority over the Tule River Indian Reservation (the "Reservation") and is responsible for the health and general welfare of its citizens and residents. The Gaming Authority is a tribally-chartered corporation created to own and operate any gaming operation of the Tribe for the benefit of the Tribe. The Tribe and the Gaming Authority are collectively referred to as the "Tribal Parties".

B. The Tribe's governmental services are primarily funded by revenue generated from the existing Eagle Mountain Casino ("Existing Facility"). To address safety concerns of patrons and employees traveling to the Existing Facility, in order to alleviate impacts to water quantity on the Reservation, and to expand the Existing Facility to meet several unmet needs of the Tribe, the Tribal Parties seek to relocate the Existing Facility to a forty (40) acre site currently owned by the Tribe and located within the geographical boundaries of the City ("Site").

C. The Tribe has requested the United States to take the Site into trust for the Tribe's benefit for gaming purposes pursuant to 25 U.S.C. § 2719(b)(1)(A) ("fee-to-trust application") in order to relocate the Existing Facility to the Site and to develop a resort and related ancillary facilities, however, several alternatives are currently being considered (as described in the FEIS (defined below)) ("Project").

D. In connection with the Tribe's fee-to-trust application, the Bureau of Indian Affairs initiated the federal environmental review process necessary to comply with the National Environmental Policy Act. On May 31, 2019, the Bureau of Indian Affairs issued the Final Environmental Impact Statement for the Tule River Tribe's Proposed Fee-to-Trust and Eagle Mountain Casino Relocation Project ("FEIS"). The FEIS identified potentially significant off-reservation impacts and recommended mitigation measures to address such impacts.

E. The Project, while subject to revision based on the approved Project alternative, also contemplates the development of a tertiary wastewater treatment facility ("Water Facility") in coordination with the City. The proposed Water Facility would treat secondary effluent produced from the City's wastewater treatment plant and provide recycled water to the Project and to the Porterville Sports Complex. The Water Facility is anticipated to offset the potable water use of the Project and result in a net decrease in the City's potable water use. The Parties recognize the proposed Water Facility will significantly benefit the Project and the City with regard to the availability of potable water for other City uses. The scope and location of the Water Facility has yet to be determined, but shall be addressed in future agreements between the Tribal Parties and the City after the environmental review for the Project is complete.

F. The Tribe intends to enter into a new or amended tribal-state compact for class III gaming, as required by the Indian Gaming Regulatory Act ("IGRA"), to permit class III gaming at the Site (the "Compact").

G. The City is the governmental authority over the City of Porterville with the responsibility of providing for the general welfare of its residents.

H. The Parties understand that the Project may affect traffic within the City and the Tribal Parties desire to mitigate, as provided herein, such incremental impacts to traffic the Project causes.

I. The City desires to support the Project with the understanding that the traffic mitigation measures identified herein are implemented, wholly or partially funded or constructed (as applicable) by the Tribal Parties.

J. By this Agreement, the City is not approving or disapproving the Project or the projects associated with the mitigation measures, and, pursuant to the California Environmental Quality Act, California Public Resources Code sections 21000 *et seq.*, ("CEQA") Guidelines section 15378(b), entry into this Agreement does not constitute the approval of a "project" for CEQA purposes because it involves the creation of a government funding mechanism and/or other government fiscal activity. Notwithstanding this, the City has undertaken CEQA review related to potential City-owned infrastructure and utility improvements referenced in this Agreement.

AGREEMENT

A. TRANSPORTATION MITIGATION.

1. **Construction Mitigation Measures.** Prior to commencement of construction of the Project, the Tribal Parties shall prepare a traffic management plan that addresses construction of the Project in accordance with standards set forth in the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (FHWA, 2003). The traffic management plan shall be submitted to the City for review and comment. The Tribal Parties shall ensure that prior to commencement of construction, the contractor developing the Project coordinates with emergency service providers to avoid obstructing emergency response service during construction. Police, fire, ambulance, and other emergency response providers shall be notified in advance of the details of the construction schedule, location of construction activities, duration of the construction period, and any access restrictions that could impact emergency response services. The traffic management plan shall include details regarding emergency service coordination. Copies of the traffic management plan shall be provided to all affected emergency service providers.

2. **Events During Operation of Project.** Should the Tribal Parties develop the Project as described as Alternative A, B, or C, (as described in the FEIS) and if a special event at the proposed convention center or amphitheater is scheduled to accommodate 1,000 or more attendees ("Special Event"), the Tribal Parties shall meet with local agencies charged with traffic enforcement (including but not limited to the California Highway Patrol, the City, and Tulare County) to obtain necessary off-site permits for traffic control and identify any necessary traffic control measures to be implemented. If required by the California Department of Transportation, an event-specific Traffic Management Plan (TMP) shall be prepared. In such instances, the Tribal Parties also agree to prepare a public safety plan consistent with City Fire Official requirements applicable to other similarly-sized events within the City's jurisdiction related to fire safety, addressing emergency vehicle ingress and egress, fire protection, emergency egress or escape routes, emergency medical services, public assembly areas, safety and parking direction, the need for presence of law enforcement and the need for fire and emergency medical services personnel. Crowd managers (which may include Project security personnel) shall be established at a ratio of one manager to every 250 persons, although, if agreed to, that ratio may be reduced based on the nature of the Special Event. Crowd managers shall conduct an inspection of the area of responsibility and identify/address any egress barriers, conduct an inspection of the area of responsibility to identify and mitigate fire hazards, verify compliance with all permit conditions, including those governing pyrotechnics and other special effects, direct and assist the event attendees in evacuation during any emergency, assist emergency personnel where requested, and other duties as required by the fire safety plan. The Parties agree to meet monthly, or as necessary, to review Special Events planned at the Project and to enable the Tribal Parties to consult with the City on the requirements to be included in the public safety plan.

3. **Traffic Mitigation and Frontage Improvements – Opening Day.**

(a) **Project Frontage Improvements.** Should the Tribal Parties develop the Project as described as Alternative A, B, or C, (as described in the FEIS), the Tribal Parties shall ensure the frontage improvements (West Street) listed below are incorporated into the final Project design and shall complete, or assist in the completion of, (as applicable) the project frontage improvements prior to Opening Day. For purposes of this Agreement, "Opening Day" shall be defined as the day the Tribal Parties offer class III gaming to the public at the Site.

(i) All Project driveways shall be stop controlled with a minimum of one shared lane to exit the Project.

(ii) West Street shall be free-flowing without any stop signs.

(iii) The main Project driveway (Project Driveway #1) shall include a southbound left turn lane into the Project, with a minimum storage length of 250 feet or a two-way turn-lane along the frontage of the Project.

(iv) Any driveway designated as "Emergency Access Only" shall include clearly visible fire station or fire truck warning signs posted on northbound and southbound approaches along West Street consistent with City of Porterville Design Standards. Flashing amber beacons that can be activated by emergency personnel shall also be installed where appropriate.

(b) **Traffic Mitigation Measures.**

(i) **Intersection Improvements.** The FEIS for the Project identified potential traffic-related impacts to several intersections within the City's jurisdiction. Accordingly, the City and the Tribal Parties agree that the Tribal Parties shall design and construct the improvements identified on Exhibit A, which correspond to the mitigation measures of the FEIS for the Project, specifically referenced as the Scranton Avenue/West Street (traffic signal and widening) and the Scranton Avenue/Westwood Street (traffic signal). The Tribal Parties shall complete said improvements prior to Opening Day, provided that the City's review of design plans, necessary CEQA compliance documentation, right-of-way acquisition and issuance of grading and encroachment permits occurs in a reasonably timely manner. Within thirty (30) days of the City's receipt of notice from the Tribal Parties of its intent to commence the design of the traffic improvements, the City shall deposit its estimated pro rata share of the actual cost for the applicable improvements in an escrow account to be established by the Parties. The City's pro-rata share percentage for the improvements is identified in Exhibit A. Such funds may, in the Tribal Parties' discretion, be drawn upon and used by the Tribal Parties or its designee to pay the City's pro rata share of the actual costs of design, environmental review, construction, improvement, and equipping of the applicable improvements. Upon completion of the applicable improvements, any remaining funds in the escrow account shall be reimbursed to the City.

(ii) **Segment Improvements.** The FEIS for the Project identified potential impacts to pavement conditions for certain segments of roadways within the jurisdiction of Tulare County. The Tribal Parties shall offer to enter into an agreement with the appropriate jurisdiction(s) regarding financial responsibility for improving the current conditions of such segments, specifically referenced as West Street, Teapot Dome Avenue, and Westwood Street, as necessary, to mitigate the Project's incremental impacts to traffic and to address necessary improvements identified in Section 5.8.3 of the FEIS. The necessary street rehabilitations will be determined by standard engineering principles associated with the pavement condition index. The Tribal Parties' one-time fair share towards these improvements would take into consideration other regional projects that contribute to traffic on these roadways, including the Tulare County jail project. If the Tribal Parties are not able to enter into an agreement with the appropriate jurisdiction(s) for such improvements, the Parties shall utilize the dispute resolution procedures set forth in Section G.2 to determine the financial responsibility for improving the current conditions of West Street, Teapot Dome Avenue, and Westwood Street, as necessary, to mitigate the Project's incremental impacts to traffic and to address necessary improvements identified in Section 5.8.3 of the FEIS.

(iii) City Assistance. The City agrees to make good faith efforts to assist the Tribal Parties in obtaining any approvals necessary from the City, County or State agencies necessary to authorize the Tribal Parties to construct any of the traffic improvements required under this Agreement.

4. Future Traffic Improvements. For those improvements identified in the FEIS recommended to be completed by 2040, the Tribal Parties shall make good faith efforts to assist the appropriate jurisdiction(s) in implementing such improvements and shall make a fair share contribution towards the cost to construct such improvements.

5. Funding Improvements. With respect to any traffic mitigation measures required to be funded by the Tribal Parties, including any non-recurring payment, such funding requirement shall be reduced by the amount of any federal or state grant or other funding received by or committed to the City or for the City's benefit through the efforts in whole or in part of the Tribal Parties. In the event the Tribal Parties pay all or any portion of the required funding while an application for a government grant is pending and such government grant is later received by the City, the Tribal Parties shall be given credit for the amount received, up to the applicable required funding, against future payments or costs due under this Agreement.

6. Acknowledgement of Tribal Parties' Complete Mitigation. The City agrees that the foregoing measures in this Section A, inclusive, will further and fully address and mitigate any and all traffic impacts of the Project to the environment and the City services as described in the FEIS, as well as under any Tribal Environmental Impact Report and any other environmental document the Tribe must prepare or have prepared for the Project under any compact with the State of California. The Parties agrees that the Tribal Parties shall not be required to pay to the City any traffic impact fees associated with the Project.

7. Availability of Credits Under the Compact. To the extent authorized by the Compact, the Tribe shall be entitled to claim the pro rata share as a credit against its payment obligations under the Compact.

B. FEE-TO-TRUST APPLICATION FOR GAMING PURPOSES.

1. Support of Fee-to-Trust Application. The City, by approving this Agreement, provides its support of the Tribe's application to the United States Department of the Interior pursuant to 25 U.S.C. § 2719(b)(a)(A). The City hereby agrees that the Project, including the fee-to-trust transfer, is not detrimental to the City. The City agrees to communicate such support as reasonably requested by the Tribe.

2. Non-Opposition. The City agrees that the Project is not detrimental to the City and agrees not to oppose any efforts by the Tribe to obtain a two-part determination pursuant to 25 U.S.C. § 2719(b)(1)(A) and the Governor's concurrence therewith and to otherwise develop the Project. The City also agrees not to oppose efforts by the Tribe to negotiate and obtain a Compact.

C. PAYMENTS IN LIEU OF TAXES.

1. Annual Payment Amount. The Parties agree and acknowledge that should the Site be transferred into trust for the benefit of the Tribe, the Site will not be subject to any City and/or Tulare County taxes. As a result, any revenue the City and/or Tulare County currently generate from the Site would cease. The Tribal Parties will make an annual payment to the City, in accordance with the provisions set forth herein, in an amount up to \$976,084, commencing ninety (90) days after Opening Day and recurring each year on June 1st ("Annual Payment"); provided the initial payment shall be prorated based on the number of months remaining in the calendar year. At the discretion of the Tribal Parties, the Annual Payment may be made in equal quarterly payments. From the Annual Payment, \$250,000 shall be used annually for the City's increased law enforcement costs related to the Project and \$50,000 annually shall be used for training costs incurred by the City Fire Department for training for both City and Tribal Parties' fire personnel. Additionally, \$300,000 annually shall be deducted as a credit to the Tribe pursuant to Section C.8(a) below.

2. **Evaluation of Annual Payment.** The Parties recognize that the Annual Payment is a good faith estimate of the amount the Tribal Parties' would have paid to the City for the City's Property Tax (limited to the value of the improvements as of the Effective Date), Transient Occupancy Tax, and Utility Users Tax, as of the Effective Date, if the Site was not taken into trust ("City Tax Revenue"). The Parties agree and acknowledge that the actual City Tax Revenue the City would have realized from the Project may differ from the estimates agreed to as of the Effective Date. Therefore, on or before February 1st of each year, either Party may request an evaluation of the amount of the Annual Payment and may submit information relevant to the determination of the Annual Payment. The Parties shall negotiate in good faith in evaluating and determining the amount of the Annual Payment. Any financial or proprietary information provided by either Party shall be "Confidential Information" for purposes of Section H.1. If the Parties do not reach an agreement on the amount of the Annual Payment by April 30th, the Parties shall utilize the dispute resolution procedures in Section G.2 to determine the amount of the Annual Payment.

3. **Establish Annual Payment Fund.** The Parties agree that the Tribal Parties will establish an "Annual Payment Fund" with the City to receive and disburse the remaining funds (after the adjustments per Section C.1 are made) from the Tribal Parties to the City, subject to the determinations of the Annual Payment Fund Selection Committee ("Selection Committee") as described herein. The City shall administer the Annual Payment Fund.

4. **Selection Committee.** Proposals for the remaining funds and any credits for other payments or grant funds received (excluding the funding and credits specified in Section C.1 or as otherwise specified in this Agreement), will be reviewed and analyzed by a Selection Committee. The Selection Committee will be comprised of four (4) members serving two-year terms, of whom two (2) members shall be appointed by the City Council and two (2) members shall be appointed by the Tribal Council of the Tribe. The Selection Committee will evaluate funding proposals and make funding determinations, as described further herein. All determinations must be by a minimum of three (3) votes. Determinations by the Selection Committee may be subject to approval by the City and Tribal Parties' legislative bodies prior to going into effect. The Selection Committee shall meet quarterly at a minimum.

5. **Funding Determinations.** The Selection Committee will establish "Guiding Principles", to be revised every three (3) years, for the selection of funding proposals. Determinations as to which funding proposals will be selected and how much will be allocated to each project will be made by the Selection Committee in compliance with the Compact, this Agreement, and the Selection Committee's Guiding Principles.

6. **Use of Funds.** The Annual Payment to the City shall be used to fund projects and/or initiatives benefitting the Project and the local community, including but not limited to, construction and development of a regional storm water retention basin to serve the Airpark Master Plan area as described in the FEIS, added fire protection equipment and trucks as identified by the Tribe to serve the Project and the surrounding community, mutual aid enforcement services, and traffic, roadway and maintenance improvements in the vicinity of the Site.

7. **Recipients.** The Annual Payment Fund will be disbursed to fund projects selected by the Selection Committee and which are sponsored by: (1) the City; (2) joint powers authorities of which the City and the Tribe are members; and/or (3) non-profit agencies sponsored by government entities that provide services in Tulare County of the type set forth in Section C.6 herein. Nothing herein is intended to preclude the Selection Committee from funding proposals which involve Federal, State, County, or Tribal agencies.

8. **Credits Against Annual Payment.** The Tribal Parties may deduct the following amounts from the Annual Payment:

(a) **City Benefits of Water Facility.** The City acknowledges that the Project is intended to include the development of the Water Facility that will serve the needs of the Tribal Parties, but will also result in significant benefits to the City by: (1) reducing the City's potable water use at the Porterville Sports Complex (net annual reduction of 73,800 gallons as described in the FEIS); (2) reducing the need for the City to develop additional potable water supplies and purchase additional surface water rights; (3)

reducing the amount of sewage disposed of by the City, by diverting it for reuse; and (4) allowing the City to treat its own effluent through the Water Facility and the option to expand the capacity of the Water Facility to provide the treated water for higher value uses (collectively, the "City Benefits"). In consideration of these benefits, the City shall deduct \$300,000 from the Annual Payment amount, consistent with the terms set forth in Section C.1, above, and in recognition of the City Benefits, the obligation of the Tribal Parties to pay the Annual Payment shall be reduced by the amount of that credit.

(b) Additional Contributions. Subject to the review and approval of the Selection Committee, the Tribal Parties may deduct from the Annual Payment any amounts the Tribal Parties contribute to the City in excess of the Annual Payment, but excluding the mitigation and other funding required by this Agreement and/or pursuant to the FEIS for the Project.

(c) SDF Payments. The Tribal Parties may deduct from the Annual Payment any amounts the City receives from the Special Distribution Fund ("SDF") or similar funds established by the State or a tribal-state compact to address impacts of gaming on local communities.

(d) Grant Funding. The Tribal Parties may deduct, subject to the review and approval of the Selection Committee, from the Annual Payment any amounts which the Tribal Parties receive, or is entitled to receive, from any federal or state grant or other funding and to which is diverted or committed to the City or for the City's benefit through the efforts in whole or in part of the Tribal Parties, excluding any grant funds received for the development and construction of the water treatment facility discussed in Section C.8(a), as the benefits received by the City have been addressed in Section C.8(a).

D. LAW ENFORCEMENT & EMERGENCY SERVICES.

1. Law Enforcement. The Tribal Parties intend to enter into an agreement with Tulare County to provide law enforcement services to the Project at a level of service necessary to address the needs of the Project.

2. Fire Services. The Tribal Parties intend to construct a fire station at the Site, operated by the Tule River Fire Department, to provide fire protection and emergency medical services to the Project. The Tule River Fire Department will maintain sufficient staff levels and equipment necessary to serve the needs of the Project.

3. Services Agreements. Should the Tribal Parties not enter into an agreement with Tulare County to provide law enforcement services to the Project and/or does not construct a fire station at the Site to meet the needs of the Project, the Tribe shall enter into good faith negotiations with the City and any other appropriate jurisdiction(s) to ensure adequate law enforcement, fire protection and emergency medical services are provided to the Project as intended by this Section D. In the event the Parties cannot come to an agreement, the Parties shall utilize the dispute resolution procedures set forth in Section G.2.

4. Events. With regard to Special Events, the Tribal Parties agree to comply with the requirements specified in Section A.2, above.

E. RECYCLED WATER, POTABLE WATER, SEWER AND WASTEWATER TREATMENT SERVICES.

1. Recycled Water Services. The Parties acknowledge and agree that the City will ensure the Water Facility, at all times, maintains the capacity to produce sufficient recycled water to offset the potable water use of the Project. The City shall also provide recycled water from the Water Facility to the Tribal Parties for purposes of irrigating the Project and other non-potable uses.

2. **Water, Wastewater Treatment and Sewer Services.** The City's public water, wastewater treatment and sewer services shall serve the Project and the City shall provide the access and availability of such water, wastewater treatment and sewer services to the Project prior to Opening Day and shall thereafter provide access and availability of such water, wastewater and sewer services to the Project commensurate with such services provided to properties of similar density and use in the City. The Tribal Parties shall pay the City the monthly service fees for such services consistent with the rates adopted annually by the City and applied to other City ratepayers.

3. **Quality of Service.** The City shall provide to the Project the quality of sewer, wastewater treatment and water services commensurate with services provided to properties of similar density and use in the City.

4. **Connection to City Systems.** In recognition of the significant investment of the Tribal Parties in constructing the Water Facility and other improvements to the sewer collection system as described in the FEIS, the City acknowledges and agrees that such investment meets and/or exceeds the cost of any water, sewer and wastewater treatment connection fees to connect the Project to the City's wastewater treatment, water and sewer systems. The City therefore acknowledges and agrees that any such connection fees shall be deemed satisfied and paid in full.

F. CEQA COMPLIANCE BY CITY.

1. **Compliance with CEQA.** The City acknowledges that it will fully comply with CEQA to the extent applicable before funding, approving, or undertaking any discretionary action described in this Agreement that affects the physical environment. Nothing in this Agreement shall be construed in any manner that constitutes funding, approving, or undertaking any particular action or otherwise limits the City's full discretion to fund, approve, authorize, disapprove, or modify any proposed projects. The execution of this Agreement is not a project under CEQA because this Agreement creates a governmental funding mechanism that can be used for traffic or other mitigation programs should the City undertake such actions after compliance with CEQA to the extent applicable.

2. **Timing of CEQA Compliance.** The City also acknowledges that it will promptly comply with CEQA to the extent applicable before it exercises its discretion and commits to any particular course of action that may directly or indirectly affect the physical environment so as to minimize any delay with the City's obligations to the Tribal Parties by this Agreement. With respect to any CEQA obligation required of the City by this Agreement, no action or failure to act by the City is to be construed as a default of any obligation undertaken by the Tribal Parties under this Agreement.

3. **Cost of CEQA Compliance.** The Tribal Parties agree to reimburse the City for the actual and reasonable costs of hiring outside consultants and outside legal counsel necessary for the City to comply with CEQA, including \$31,655.00 for the current CEQA process being undertaken by the City; provided such costs are for actions that the City has determined may constitute a "project" under CEQA and are necessary to authorize the mitigation measures required under this Agreement, including approval of this Agreement (to the extent it is reasonably determined to be a "project" under CEQA). The City shall provide an invoice to the Tribe with sufficient supporting documentation for the Tribe to verify the reimbursement request and the Tribe shall pay any undisputed invoice within thirty (30) days of receipt of the invoice.

G. DISPUTE RESOLUTION; LIMITED WAIVER OF SOVEREIGN IMMUNITY.

1. **Limited Waiver of Sovereign Immunity.** In the event of a dispute between the Tribal Parties and the City (and only the City) over the interpretation, application, or enforcement of this Agreement, the Parties each hereby expressly grant to the other Parties a limited waiver of sovereign/governmental immunity, solely for actions brought by the other Parties, in accordance with the dispute resolution provisions provided herein; provided, however, that any award shall be limited to actual damages and shall specifically exclude punitive, consequential, incidental, expectancy and all other special damages. This limited waiver of sovereign immunity does not extend to any action brought against any Tribal Council Member, Tribal employee, Tribal agent, Tribal member, or any other individual

acting on behalf of the Tribal Parties and does not extend to any third parties bringing an action against the Tribal Parties. This limited waiver of sovereign immunity shall not diminish or otherwise affect any defense or immunity to which such persons are entitled under the laws of the applicable jurisdiction. Except as expressly set forth herein, the Tribal Parties do not waive, limit or modify their respective sovereign immunity as it applies to this or any other matter.

2. **Dispute Resolution.** This Section shall govern the resolution of all controversies or claims between the Tribal Parties and the City that arise from this Agreement and any modifications hereto (collectively, "Arbitrable Disputes"). Wherever this Agreement makes reference to any means of resolving Arbitrable Disputes between the Parties, the Parties agree to follow the meet and confer and mediation procedure described below prior to initiating the arbitration procedures.

(a) **Voluntary Resolution, Meet and Confer Obligation.** Whenever possible, the Tribal Parties and the City shall make their best efforts to informally resolve disputes that occur under this Agreement. In order to foster a spirit of cooperation and efficiency in the administration of the terms and conditions of this Agreement, disputes between the Tribal Parties and the City shall first be subjected to a good faith meet and confer process as follows:

(i) The aggrieved Party shall give the other, as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided consistent with Section H.3. Said notice shall suggest a date, time and place for the meeting. The Tribal Parties and the City may jointly decide to meet at another time and place; provided, however, the Parties agree that such meeting shall commence within fifteen (15) calendar days after the date that the original notice was given to the applicable Party, unless the Parties agree that there is good cause to extend this time limit.

(ii) The Parties agree that the meet and confer, including proceedings or discussions concerning the proposed meet and confer, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a meet and confer by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or otherwise admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the meet and confer.

(iii) Absent mutual consent of the Parties, if a noticed meeting fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) calendar days, then the meet and confer obligation imposed under this Section shall be deemed to have been satisfied and the Parties shall be free to pursue their rights and remedies under Subsection G.2(b), unless the reason for such failure to meet and confer is the refusal of the Party asserting a claim to participate in the meet and confer, in which event said claim will be deemed to have been waived.

(iv) If the dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then upon the written request of either Party, the dispute may be submitted to non-binding mediation in accordance with Subsection G.2(b) ("Mediation Request"). The disputes submitted to non-binding mediation shall be limited to claims that this Agreement has been breached by either the Tribal Parties or the City.

(b) **Mediation.** In the event a dispute arising under this Agreement is not resolved through the above-described meet and confer process, within thirty (30) days after notice is provided through a Mediation Request, the Tribal Parties and the City agree to participate in non-binding mediation administered by a mediator, mutually agreed to by the Parties, to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:

(i) The mediation shall be held at a mutually agreeable location within Tulare County, California.

(ii) The Parties shall work together to select a single mediator, but if the Parties cannot agree on a mediator within forty-five (45) days of the Mediation Request, each Party will provide three (3) names of mediators based on substantive and procedural knowledge, availability, and location. Each side will have an opportunity to strike 1 name and, to the extent two mediators remain, rank the remaining names (1-2, with 1 being the most favorable). The numbers will be added together and the mediator whose rank is the lowest, which is most favorable, will be chosen mediator.

(iii) The mediator shall meet with and hear presentations by the Parties as soon as practicable after appointment.

(iv) Mediation will be conducted consistent with California Evidence Code Sections 1115-1128. The mediator shall owe a professional duty to both the Tribal Parties and the City, and shall be barred from testifying in any litigation or arbitration concerning any information obtained or disclosed in the course of the mediation.

(v) Each side shall bear its own costs and attorneys' fees, and one-half of all fees and expenses of the Mediator.

(vi) Unless otherwise agreed upon by the Parties in writing, the mediation shall be completed within ninety (90) days of the selection of the mediator.

(vii) The mediator's decision shall not be binding on or admissible against either Party. The Arbitrable Dispute shall be resolved in accordance with the arbitration provisions set forth in Subsection G.2(c) if: (1) a Party elects to reject the mediator's decision; (2) either Party refuses to participate in the mediation process after mediation filing; or (3) the mediator does not meet with the Parties.

(viii) The Parties agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the mediation.

(c) Arbitration. Following the satisfaction of the meet and confer and mediation requirement, any controversy(ies) or claim(s) arising out of or relating to this Agreement that was not resolved during the meet and confer or mediation (as applicable) must be resolved through binding arbitration. The arbitration shall be held only in accordance with the following procedures:

(i) Either Party may initiate the applicable arbitration by delivering a written notice to the other Party that states the specific issue(s) in dispute, the relevant provision(s) of the Agreement, and the relief requested.

(ii) Within twenty-one (21) calendar days after delivery of such notice, each Party shall notify the other of the name of a practicing lawyer or retired judge with whom the notifying Party desires to have serve as an arbitrator. The lawyer or retired judge shall have experience in California law and Federal Indian law, and whose law firm, if applicable, has at no time represented or acted on behalf of either of the Parties or any person with control over either of the Parties. If either Party fails to act within the twenty-one (21) calendar day period, the arbitrator who should have been appointed by that Party will be appointed pursuant to the same procedures followed when agreement cannot be

reached as to the third arbitrator.

(iii) Within ten (10) calendar days after arbitrators are appointed by each Party, the two appointed arbitrators shall meet (in person or by phone) to appoint a third arbitrator with the same qualifications and background. Together, the three arbitrators shall comprise the Arbitration Panel. In the event agreement cannot be reached on the appointment of a third arbitrator at the meeting held within the ten (10) calendar day period, the third arbitrator shall be selected by the Judicial Arbitration and Mediation Service, or such other reputable provider of Alternative Dispute Resolution services as may be agreed by the Parties or, in the absence of such agreement, by the Party requesting arbitration. In the event of any subsequent vacancy or inability to perform, the arbitrator who resigns or becomes unable to perform shall be replaced in accordance with the provision of this Section as if such replacement were an initial appointment to be made hereunder. Notwithstanding the foregoing, the Parties may agree to use a single arbitrator as the Arbitration Panel, provided that the Parties agree on the arbitrator to be appointed.

(iv) Each Party shall have the right to conduct discovery in connection with the arbitration proceedings, but such discovery shall be limited to the pre-hearing production of relevant documents and to such depositions, limited both in number of depositions and duration, as the Arbitration Panel may approve by majority vote.

(v) The Arbitration Panel shall hear any and all issues of law and of fact properly raised pursuant to the procedures herein and shall make its decision by majority vote within thirty (30) calendar days after the close of evidence and briefing in the arbitration. The decision shall be issued in writing and include findings of fact, conclusions of law, and the reasons on which the decision is based.

(vi) The Arbitration Panel shall have no power to vary or modify any terms of this Agreement, or to decline or fail to follow applicable tribal, state or federal statutory or common law.

(vii) Each Party to the arbitration shall pay its own attorneys' and expert witness fees and any other costs associated with the arbitration. The Arbitration Panel shall determine by majority vote who shall bear the fees and expenses of the Arbitration Panel or whether the fees and expenses of the Arbitration Panel shall be shared by the Parties, and if so, in what proportions. The Arbitration Panel's determination as to the allocation of the fees and expenses of the arbitration shall be binding on the Parties.

(viii) The arbitration shall be held at a mutually agreeable location within Tulare County, California.

(d) Jurisdiction of Courts. A Party that has participated in arbitration as set forth in Subsection G.2(c) of this Section (or who has made a good faith effort to do so despite the other's failure to participate) may initiate judicial proceedings to confirm, enforce or vacate the applicable arbitration award in the United States District Court for the Eastern District of California. If, and only if, the United States District Court for the Eastern District of California determines that it is without jurisdiction, the Tribal Parties consent to be sued in the Superior Court of the State of California for the County of Tulare, but solely to compel, enforce, modify or vacate any arbitration award.

3. Applicable Law. This Agreement shall be interpreted and construed in accordance with applicable federal law, to the extent there is no applicable federal law, California law shall apply.

4. Attorneys' Fees and Costs. If any arbitration or litigation proceeding is commenced between the Parties to this Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the Party prevailing in that proceeding shall be entitled, in addition to any other relief that may be granted in the proceeding, to its actual and reasonable attorneys' fees in the litigation, which shall be determined by the court or other body in that proceeding or in a separate proceeding brought for that purpose.

H. MISCELLANEOUS PROVISIONS.

1. **Confidentiality.** Unless required to do so by law, including but not limited to, the Ralph M. Brown Act or the California Public Records Act, the City may not disclose to third parties any information it receives from the Tribal Parties that the Tribal Parties have identified as confidential ("Confidential Information"). If the City determines that it must disclose any information that the Tribal Parties have identified as Confidential Information, then it shall promptly give the Tribal Parties written notice of its intention to disclose such information and the authority for such disclosure. The Tribal Parties shall have a period of seven (7) calendar days thereafter within which to seek a protective court order to prevent such disclosure or to notify the City that it will not seek such an order. The City shall cooperate with the Tribal Parties in any efforts to seek such a court order. The City shall not disclose the information until the above-referenced period has expired without a response from the Tribal Parties, or the Tribal Parties have notified the City that it will not seek such an order, or the Tribal Parties have sought and a court has declined to issue a protective order for such information. Upon termination of this Agreement, and to the extent permitted by applicable law, the City shall immediately, upon the Tribal Parties' request, return to the Tribal Parties any and all Confidential Information, including copies thereof. Unless required to do so by law, the Tribal Parties may not use or disclose any information it receives from the City under this Agreement that the City has identified as Confidential Information or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by the City. This duties and obligations of the Parties in this Section H.1 shall survive termination of this Agreement.

2. **Indemnification.**

(a) **Indemnification by the Tribe.** The Tribal Parties agree that to the fullest extent permissible by law and to the extent such Claims (defined below) do not arise as a result of the City's sole negligence or willful misconduct, or as otherwise explicitly excluded in this Agreement, the Tribal Parties will indemnify, defend and hold harmless the City from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs and expenses (including actual and reasonable attorneys' fees), but excluding punitive, special, and consequential damages ("Claims") arising from any third party action or proceeding filed against the City which challenges the City's approval, execution or delivery of this Agreement or as a result of the Tribe's development, construction or operation of the Project that is in material violation of the Tribal Parties' obligation to the City under this Agreement.

(b) **Conditions.** The Tribal Parties' obligations under this Section H.2 are conditioned on the following: (i) the City must permit the Tribal Parties to have sole control of the defense and settlement of any Claim for which indemnification is sought; (ii) the City must notify the Tribal Parties as soon as reasonably practical in writing upon knowledge of a Claim for which the City seeks indemnification; (iii) the City must provide all authority, information, and cooperation or assistance necessary to permit the Tribal Parties to settle or defend the Claim; and (iv) the City may not settle any Claim or make any prejudicial statement or admission in relation to such Claim without the Tribal Parties' express written consent. Notwithstanding the above, nothing in this provision shall preclude the City counsel's office to be associate counsel on behalf of the City and to participate as such in any legal processes or proceedings or to be a member of any such defense team, at the City's sole cost and expense.

3. **Notices.**

All notices required by this Agreement will be deemed to have been given when made in writing and delivered or mailed to the respective representatives of the City and the Tribal Parties as follows:

To the Tribal Parties:

Chairman Neil Peyron
Tribal Council
Tule River Indian Tribe
P.O. Box 589
Porterville, CA 93257

With a Copy to:

Kerry Patterson
Procopio, Cory, Hargreaves & Savitch LLP
525 B Street, Suite 2200
San Diego, CA 92101

To the City:

John D. Lollis
City Manager
City of Porterville
291 North Main Street
Porterville, CA 93257

With a Copy to:

Julia M. Lew
McCormick, Kabot, Jenner & Lew
4010 South Demaree Street
Visalia, CA 93277

Any Party may change the address or facsimile number to which such communications are to be given by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

All notices will be effective upon receipt and will be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

4. **Term of Agreement.** The term of this Agreement commences on the Effective Date and runs concurrently with the term of the Compact, as amended or extended; provided, however, should the Site not be taken into trust for the benefit of the Tribe, this Agreement shall be null and void in its entirety.

5. **No Third Party Beneficiaries.** This Agreement is not intended to, and will not be construed to, confer a benefit or create any right on a third Party, or the power or right to bring an action to enforce any of its terms.

6. **Amendments.** This Agreement may be amended only by written instrument duly signed and executed by the City and the Tribal Parties.

7. **Renegotiation.**

(a) **Tribal Renegotiation.** The Tribal Parties may request that the City renegotiate one or more of the provisions of this Agreement if there is a change in law or other circumstances which has a significant and adverse financial impact on the Project or the Tribe. Such changes shall be deemed to include, without limitation, the following:

(i) Any change in California or Federal constitutions, law, rules, regulations, guidelines, or the construction or interpretation thereof, relating to IGRA or gaming on Indian lands, or ending the prohibition on class III gaming or the operation of gaming devices in the State;

(ii) A reduction in the scope of gaming permitted in Indian Country;

(iii) A change in the scope of the class III gaming activities authorized by the Compact compared to those the Tribal Parties anticipated in the financial projections; or

(iv) A change in the scope of the Project, including phasing development that reduces the potential environmental impact of the Project and the City's costs associated with such impacts.

(b) **Mutual Renegotiation.** Either Party may request that the other Party renegotiate one or more of the terms of this Agreement if, and only if, (i) there is a significant change that directly or indirectly related to the Party's expectations under this Agreement; (ii) that change materially impacts that Party; and (iii) that change could not have been reasonably anticipated at the time of entering into this Agreement.

8. **Waiver.** The waiver by either Party or any of its officers, agents or employees, or the failure of either Party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, will not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement, unless such waiver is expressly set forth in writing in a document signed and executed by the appropriate authority of the City or of the Tribal Parties.

9. **Authorized Representatives.** The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Party and to bind their respective Party to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective Party understand that both Parties are relying on these representations in entering into this Agreement.

10. **Successors in Interest.** The terms of this Agreement will be binding on all successors in interest of each Party.

11. **Severability.** The provisions of this Agreement are severable, and the adjudicated invalidity of any provision or portion of this Agreement shall not in and of itself affect the validity of any other provision or portion of this Agreement, and the remaining provisions of the Agreement shall remain in full force and effect, except to the extent that the invalidity of the severed provisions would result in a failure of consideration or would materially adversely affect either Party's benefit of its bargain. If a court of competent jurisdiction were to determine that a provision of this Agreement is invalid or unenforceable and results in a failure of consideration or materially adversely affects either Party's benefit of its bargain, the Parties agree to promptly use good faith efforts to amend this Agreement to reflect the original intent of the Parties in the changed circumstances.

12. **Force Majeure.** In the event of a forced delay in performance by either the Tribal Parties or the City due to causes beyond the reasonable control of that Party, including but not limited to fire, floods, catastrophic weather events or other natural disasters, epidemics, embargoes, war, acts of war (whether or not war is declared), insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God, acts or inaction by the other Party, its employees or agents, unusual delay in transportation, unavailability of materials, the time for performance shall be extended for the period of the forced delay.

13. **Entire Agreement; Voluntary Agreement.**

(a) This Agreement constitutes the entire agreement between the City and the Tribal Parties and supersedes all prior negotiations, representations, or other agreements, whether written or oral.

(b) Each Party represents and warrants that it has been represented by legal counsel of its choice in connection with the negotiation, execution and delivery of this Agreement. In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above.

[SIGNATURE PAGES TO FOLLOW]

Dated:

08/05/2019

TULE RIVER INDIAN TRIBE

By:

Neil Peyron

Neil Peyron
Chairman, Tribal Council

Dated:

08/05/2019

TULE RIVER TRIBE GAMING AUTHORITY

By:

Neil Peyron

Neil Peyron
Chairman, Board of Directors

Dated: 08/05/2019

CITY OF PORTERVILLE

By: Martha A. Flores
Martha A. Flores, Mayor

ATTEST:

Dated: 08/05/2019
J. D. Lollis
John D. Lollis, City Clerk

APPROVED AS TO FORM:

Dated: 08/05/2019

FOR CITY OF PORTERVILLE

Julia M. Lew
Julia M. Lew, City Attorney

Exhibit A

(1) Installation of a traffic signal and widening northbound approach to accommodate left-turn lane at Scranton Avenue and West Street (see detail on attached sheets). The City's fair share percentage shall be 14.4% of the actual cost of such improvements.

(2) Installation of traffic signal at Scranton Avenue and Westwood Street (see detail on attached sheets). The City's fair share percentage shall be 44.2% of the actual cost of such improvements.





JOINT POWERS AGREEMENT
BETWEEN
CITY OF PORTERVILLE AND
THE TULE RIVER TRIBE
FOR DEVELOPMENT OF WASTEWATER AND RECYCLED WATER SYSTEM
FACILITIES ESTABLISHING THE
PORTERVILLE AREA DEVELOPMENT AUTHORITY

This Joint Powers Agreement ("Agreement") is entered into and executed as of August 30th, 2021, by and between the City of Porterville, a California charter city ("City"), and the Tule River Tribe, a federally-recognized Indian tribe ("Tribe"), pursuant to the Joint Exercise of Powers Act (Gov. Code, § 6500 *et seq.*), who may be referred to herein as the "Parties."

RECITALS

A. WHEREAS, the City is authorized to enter into a joint powers agreement for the purpose of owning, operating and financing wastewater facilities, including without limitation wastewater system facilities and facilities for the production, delivery and sale of recycled water; and

B. WHEREAS, the Tribe is a public agency for the purposes of California Government Code Section 6500 with full authority to enter into a joint powers agreement with the City; and

C. WHEREAS, the City operates wastewater facilities which provide secondary treatment of sewage and wishes to manage potable water supplies available within the City by making recycled water available for a variety of uses currently supplied with potable water, including irrigation of the City Sports Complex, and irrigation and other uses within the Casino Project being developed by the Tribe; and

D. WHEREAS, the Tribe is developing a tertiary wastewater treatment facility, to treat secondary effluent produced from the City's wastewater system in coordination with the City, and the facility will provide recycled water to the Project and to the City Sports Complex and is anticipated to offset the potable water use of the Project as well as City uses; and

E. WHEREAS, the Tribe and the City also desire to establish an entity for the purpose of facilitating the development of comprehensive transportation improvements for west Porterville, including the Porterville business park, including the pursuit of funding; and the development of a Tribe Active Transportation Plan (ATP) so that the Authority can pursue grant funding.

AGREEMENT

NOW THEREFORE, in consideration of their mutual promises and undertakings set forth herein, the Parties agree as follows:

ARTICLE 1. PURPOSE AND POWERS.

1.1 Purpose and Powers. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code, commencing with section 6500, relating to the joint powers common to public agencies. The purpose of this Agreement is to exercise the Parties' joint powers, specifically including, but not limited to:

- a) Public funding, and oversight related to the construction, maintenance, repair, improvement, and expansion and operation of wastewater collection, treatment, and disposal, including without limitation water recycling and distribution facilities and the production, distribution and sale of recycled water;
- b) Facilitating, pursuing and/or funding the development of comprehensive transportation improvements for the west Porterville area surrounding the Casino Project including the Porterville business park; and
- c) Exercising all other powers as may be authorized by law, in addition to the specific powers enumerated herein.

1.2 Designation Per Government Code § 6509. To the extent required by law, the powers exercised by the Parties pursuant to this Agreement shall be subject to the restrictions upon the manner of exercising such powers of the City.

ARTICLE 2. CREATION OF AUTHORITY; CITY TO ADMINISTER

2.1 Creation of Authority. The Porterville Area Development Authority ("Authority") is hereby created which shall be a public entity separate from the Parties to this Agreement. The Authority shall be responsible for its own debts, liabilities and obligations.

2.2 Delegation of Authority to the City. The Parties delegate authority to the City to administer this Agreement, including acting on Authority's behalf in connection with future agreements entered into between the Parties.

ARTICLE 3. GOVERNANCE

3.1 Party Representatives. The City shall be entitled to three voting representatives on the Board of the Authority, as appointed by the City Council. Unless otherwise determined by the City, the City Manager shall additionally be, *ex officio*, a member of the Board. The Tribe shall be entitled to two voting representatives, appointed by the Tribal Council. Unless otherwise determined by the Tribe, the Tribal Chairperson shall additionally be, *ex officio*, a member of the Board. Each Party may designate one alternate Board member by notifying the Authority and the other Party in writing of the person so designated to act when a Board member is unavailable.

3.2 Quorum. A quorum for the transaction of any business shall require the presence of four representatives, who may be alternates.

3.3 Meetings; Frequency. The Board shall meet not less frequently than annually. Meetings shall be called and conducted in accordance with the Brown Act.

ARTICLE 4. FINANCIAL PROVISIONS

4.1 Treasurer. Pursuant to Government Code Sections 6505 and 6505.5 governing the accountability of all funds and report of all receipt and disbursement for the Authority, the treasurer of the City shall be treasurer ("Treasurer") of the Authority. The Treasurer shall possess the powers of, and shall perform those functions required by, Government Code Sections 6505, 6505.5 and all other applicable laws and regulations. The Board shall also designate an Auditor/Controller for the Authority pursuant to Government Code Sections 6505 and 6505.5 or shall cause an independent audit to be made by a certified public accountant or public accountant in compliance with Government Code Section 6505, as applicable.

4.2 Authority to Handle Property. The City Manager of the City or his or her designee shall have charge of, handle, or have access to any property of the Authority and shall be required to file an official bond, which may be a master bond.

4.3 Surplus Funds. The Authority shall have the power to invest any money in the treasury pursuant to Section 6505.5 that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code.

4.4 Contributions Required. The Parties agree that each will contribute to the capital and operating costs of the Authority in accordance with the annual budget approved by the Board and the initial budget for commencement of operations.

4.5 Quarterly Financial Reports. The City shall provide quarterly financial reports to the Board, provided that the Board may prescribe the form and timing of such reports.

4.6 Annual Statement of Financial Condition. Prior to the end of each operating year, a certified public accounting firm, will be selected by the Board, and, not more than ninety (90) days after the end of the year, a report certifying the year-end financial condition of the Authority, including statements of income and expenses for the year, assets and liabilities, and auditor's notes, if appropriate, shall be provided to the Parties by the accounting firm selected for that purpose. The cost of the report shall be considered an operating expense of the Authority. The annual audit shall be filed with each of the Parties and as required by law.

4.7 Purpose of Contributions. The Parties agree that (a) contributions from their respective treasuries may be made for the purpose(s) set forth in this Agreement, (b) payments of public funds may be made to defray the cost of such purposes, (c) advances of public funds may be made for the purpose(s) set forth in this Agreement, such advances to be repaid as provided in this Agreement, and (d) personnel, equipment or property of one or more of the Parties may be used in lieu of other contributions or advances if agreed to in writing by the Parties. The funds may be paid to and disbursed by the Authority.

4.8 Fiscal Year. Unless otherwise determined by resolution of the Board, the fiscal year of the Authority shall commence on July 1 each year.

ARTICLE 5. LIABILITY; INDEMNIFICATION

5.1 Allocation of Liabilities. As to any debts or liabilities based upon California Government Code Section 895.2, pursuant to the provisions of California Government Code Section 895.4, this Article allocates such liabilities (e.g., the vicarious liability imposed by law as a result of the existence of this Joint Powers Agreement). The City and the Tribe shall be liable for any such liability imposed by law in proportion to their responsibility for such debts and liabilities incurred in the performance of this Agreement. The rules therefore as set forth in California Civil Code § 2778 are hereby made a part of this Agreement.

5.2 Defense and Indemnity Obligations. The Tribe shall defend, indemnify and hold the City, its City Council members, officials, officers, employees and agents harmless from and against all claims, demands, liability, costs, expenses, damages, injury or loss (including reasonable attorneys' fees) to which the City, its City Council members, officials, officers, employees and agents may be subject by reason of any claims challenging the validity of this Agreement or any action taken in furtherance of this Agreement, including but not limited to, any challenge to the approval of the TWSF or any contract to implement the TWSF, alleged wrongdoing, misconduct, negligence, or fault by the Tribe, its council members, officials, officers, employees or agents in the performance of this Agreement, and including any debts or liabilities incurred in the performance of this Agreement. The City shall defend, indemnify and hold the Tribe, its members, officials, employees and agents harmless from and against all claims, demands, liability, costs, expenses, damages, injury or loss (including reasonable attorneys' fees) to which the Tribe or its members, officials, officers, employees and agents may be subject by reason of any claims arising from the alleged wrongdoing, misconduct, negligence or fault by the City, its City Council members, officials, officers, employees or agents brought by a third party seeking damages based solely on the conduct of the City, its City Council members, officials, officers, employees or agents in implementation of this Agreement. No indemnification is required to be paid by the Tribe for any claim, loss or expense arising from (a) the willful misconduct or negligence of the City or the Authority, or their respective officers, employees or agents, or (b) a default hereunder by the City or the Authority.

5.3 Notice of Third-Party Claim. Upon receipt of any third-party claim, demand or other notice that may result in an indemnity obligation of the other party under this Article, the receiving party shall provide a copy of such claim, demand or other notice to the other party as soon as reasonably practicable, but in any event within ten (10) calendar days of receipt.

ARTICLE 6. TERM AND TERMINATION

6.1 Effective Date; Term. This Agreement shall be effective as of the date of this Agreement first written above. It shall continue in full force and effect for a term of fifty (50) years from the effective date, unless terminated as hereinafter provided, except that notwithstanding any other provision of this Agreement, this Agreement shall continue in full force and effect during the term of any outstanding bonds issued by the Authority, or until all indebtedness of the Authority is retired.

6.2 Termination Option. Either party may elect to terminate this Agreement by giving not less than twelve months prior written notice to the other party, whereupon this Agreement will terminate at the end (June 30) of the following fiscal year, provided that, (1) no such notice shall be effective during the term of any outstanding bonds or indebtedness of the Authority; or (2) if there are any outstanding bonds or indebtedness of the Authority or any party in connection with any projects to be developed or funded by the Authority, City may, prior to city acceptance of the facilities, acquire such facilities and terminate this Agreement by making provision for retiring, defeasing, or otherwise satisfying all outstanding obligations incurred to finance such facilities.

6.3 Parties' Rights and Duties on Expiration or Termination. Should this Agreement expire at the end of its term, or if it is terminated for any reason, the Parties shall continue to work together until all obligations incurred prior to expiration or notice of termination, have been fully performed. No further obligations will be incurred.

ARTICLE 7. MISCELLANEOUS

7.1 Governing Law. The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties shall be governed by the laws of the State of California.

7.2 Entire Agreement. This Agreement contains the entire Agreement of the Parties and shall be binding upon and inure benefit of the Parties, their successors and assigns.

7.3 Additional Parties. Nothing herein shall preclude the addition of other governmental entities as parties to this Agreement, so long as the Parties agree to such addition. If an entity is added as a party, it shall be bound by the terms and conditions of this Agreement.

7.4 Notices. Notices required by law or by this Agreement, shall be deemed sufficient if given, (a) by email to the following, or (b) in writing and deposited in the United States Mail, postage prepaid, to the following:

City of Porterville:	McCormick, Kabot, Jenner & Lew Attn: Julia Lew, City Attorney 4010 South Demaree Street Visalia, CA 93277 T: (559) 734-6729 E: jmlew@mkjw.com
Tule River Tribe:	Tule River Indian Tribe Attn: William Garfield, Chairman 340 N. Reservation Road Porterville, CA 93257 T: (559) 781-4271 E: William.Garfield@tulerivertribe-nsn.gov

With copy to:

Procopio, Cory, Hargreaves & Savitch LLP
Attn: Kerry Patterson
525 B Street, Suite 2200
San Diego, CA 92101
T: (619) 515-3295
E: kerry.patterson@procopio.com

Notices shall be deemed given (a) in the case of email, upon receipt of such email, or (b) in the case of United States Mail, five (5) calendar days after deposit in the mail.

7.5 Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall be to the extent judged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, or conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent allowed by law.

7.6 Agreement Not Partnership or Joint Venture; No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to establish relationships between the Parties other than those expressly described and set forth. The agreements contained herein are made solely for the benefit of the Parties, and shall not be construed as benefiting any person who is not a party to this Agreement.

7.7 Assignment. No party may assign any right, claim or interest it may have under this Agreement.

7.8 Binding Effect. This Agreement shall be binding upon the successors of the Parties.

7.9 Survival. Notwithstanding the termination of this Agreement, the defense, indemnification and hold harmless provisions shall survive and be fully enforceable.

7.10 Waiver of Terms; Effect. By action of each party's governing boards, the time specified in this Agreement for performance of any act by the Parties, may be extended or waived, for good cause. Any such extension or waiver shall affect only the time period to which it is directed, and it shall not be deemed applicable to subsequent deadlines relating to the subject matter of the extension or waiver, nor shall it be deemed to apply to any other time constraints or requirements contained in this Agreement.

7.11 Agreement as Integrated Document; Titles and Headings Not Part. This Agreement fully and completely integrates all agreements and understandings of the Parties regarding its subject matter. Titles and headings contained herein are not a part of the agreement of the Parties. They are included only for descriptive purposes, and shall not be deemed as incorporated into this Agreement for any other purposes.

7.12 Amendment; Method Prescribed. This Agreement may be amended at any time, by written agreement of the Parties, acting by and through their governing boards.

7.13 Authority to Enter into Agreement. Each party represents that it has the full power and authority to enter into this Agreement and to carry out the powers contemplated by it. Each party further represents that it has taken all action necessary to authorize the execution, delivery and performance of the Agreement. Each person signing below warrants that he/she has full power and authority to bind the party under which her/his signature appears.

ARTICLE 8: DISPUTE RESOLUTION; LIMITED WAIVER OF SOVEREIGN IMMUNITY.

8.1 Limited Waiver of Sovereign Immunity. In the event of a dispute between the Tribe and the City (and only the City) over the interpretation, application, or enforcement of this Agreement, the Parties each hereby expressly grant to the other Parties a limited waiver of sovereign/governmental immunity, solely for actions brought by the other Parties, in accordance with the dispute resolution provisions provided herein; provided, however, that any award shall be limited to actual damages and shall specifically exclude punitive, consequential, incidental, expectancy and all other special damages. This limited waiver of sovereign immunity does not extend to any action brought against any Tribal Council Member, Tribal employee, Tribal agent, Tribal member, or any other individual acting on behalf of the Tribe and does not extend to any third parties bringing an action against the Tribe. This limited waiver of sovereign immunity shall not diminish or otherwise affect any defense or immunity to which such persons are entitled under the laws of the applicable jurisdiction. Except as expressly set forth herein, the Tribe does not waive, limit or modify their respective sovereign immunity as it applies to this or any other matter.

8.2 Dispute Resolution. This Section shall govern the resolution of all controversies or claims between the Tribe and the City that arise from this Agreement and any modifications hereto (collectively, "Arbitrable Disputes"). Wherever this Agreement makes reference to any means of resolving Arbitrable Disputes between the Parties, the Parties agree to follow the meet and confer and mediation procedure described below prior to initiating the arbitration procedures.

- a) Voluntary Resolution, Meet and Confer Obligation. Whenever possible, the Tribe and the City shall make their best efforts to informally resolve disputes that occur under this Agreement. In order to foster a spirit of cooperation and efficiency in the administration of the terms and conditions of this Agreement, disputes between the Tribe and the City shall first be subjected to a good faith meet and confer process as follows:
 - i. The aggrieved Party shall give the other, as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided consistent with Section 8.4. Said notice shall suggest a date, time and place for the meeting. The Tribe and the City may jointly decide to meet at another time and place; provided, however, the Parties agree that such meeting shall commence within fifteen (15) calendar days after the date that the original notice was given to the applicable Party, unless the Parties agree that there is good cause to extend this time limit.

- ii. The Parties agree that the meet and confer, including proceedings or discussions concerning the proposed meet and confer, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a meet and confer by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or otherwise admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the meet and confer.
 - iii. Absent mutual consent of the Parties, if a noticed meeting fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) calendar days, then the meet and confer obligation imposed under this Section shall be deemed to have been satisfied and the Parties shall be free to pursue their rights and remedies under Subsection (b) herein, unless the reason for such failure to meet and confer is the refusal of the Party asserting a claim to participate in the meet and confer, in which event said claim will be deemed to have been waived.
 - iv. If the dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then upon the written request of either Party, the dispute may be submitted to non-binding mediation in accordance with Section 9.2(b) ("Mediation Request"). The disputes submitted to non-binding mediation shall be limited to claims that this Agreement has been breached by either the Tribe or the City.
- b) Mediation. In the event a dispute arising under this Agreement is not resolved through the above-described meet and confer process, within thirty (30) days after notice is provided through a Mediation Request, the Tribe and the City agree to participate in non-binding mediation administered by a mediator mutually agreed to by the Parties, to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:
- i. The mediation shall be held at a mutually agreeable location within Tulare County, California.
 - ii. The Parties shall work together to select a single mediator, but if the Parties cannot agree on a mediator within forty-five (45) days of the Mediation Request, each Party will provide three (3) names of

mediators based on substantive and procedural knowledge, availability, and location. Each side will have an opportunity to strike 1 name and, to the extent two mediators remain, rank the remaining names (1-2, with 1 being the most favorable). The numbers will be added together and the mediator whose rank is the lowest, which is most favorable, will be chosen mediator.

- iii. The mediator shall meet with and hear presentations by the Parties as soon as practicable after appointment.
 - iv. Mediation will be conducted consistent with California Evidence Code Sections 1115-1128. The mediator shall owe a professional duty to both the Tribe and the City, and shall be barred from testifying in any litigation or arbitration concerning any information obtained or disclosed in the course of the mediation.
 - v. Each side shall bear its own costs and attorneys' fees, and one-half of all fees and expenses of the mediator.
 - vi. Unless otherwise agreed upon by the Parties in writing, the mediation shall be completed within ninety (90) days of the selection of the mediator.
 - vii. The mediator's decision shall not be binding on or admissible against either Party. The Arbitrable Dispute shall be resolved in accordance with the arbitration provisions set forth in Section 9.2(c) below if: (1) a Party elects to reject the mediator's decision; (2) either Party refuses to participate in the mediation process after mediation filing; or (3) the mediator does not meet with the Parties.
 - viii. The Parties agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the mediation.
- c) Arbitration. Following the satisfaction of the meet and confer and mediation requirement, any controversy(ies) or claim(s) arising out of or relating to this

Agreement that was not resolved during the meet and confer or mediation (as applicable) must be resolved through binding arbitration. The arbitration shall be held only in accordance with the following procedures:

- i. Either Party may initiate the applicable arbitration by delivering a written notice to the other Party that states the specific issue(s) in dispute, the relevant provision(s) of the Agreement, and the relief requested.
- ii. Within twenty-one (21) calendar days after delivery of such notice, each Party shall notify the other of the name of a practicing lawyer or retired judge with whom the notifying Party desires to have serve as an arbitrator. The lawyer or retired judge shall have experience in California law and Federal Indian law, and whose law firm, if applicable, has at no time represented or acted on behalf of either of the Parties or any person with control over either of the Parties. If either Party fails to act within the twenty-one (21) calendar day period, the arbitrator who should have been appointed by that Party will be appointed pursuant to the same procedures followed when agreement cannot be reached as to the third arbitrator.
- iii. Within ten (10) calendar days after arbitrators are appointed by each Party, the two appointed arbitrators shall meet (in person or by phone) to appoint a third arbitrator with the same qualifications and background. Together, the three arbitrators shall comprise the Arbitration Panel. In the event agreement cannot be reached on the appointment of a third arbitrator at the meeting held within the ten (10) calendar day period, the third arbitrator shall be selected by the Judicial Arbitration and Mediation Service, or such other reputable provider of Alternative Dispute Resolution services as may be agreed by the Parties or, in the absence of such agreement, by the Party requesting arbitration. In the event of any subsequent vacancy or inability to perform, the arbitrator who resigns or becomes unable to perform shall be replaced in accordance with the provision of this Section as if such replacement were an initial appointment to be made hereunder. Notwithstanding the foregoing, the Parties may agree to use a single arbitrator as the Arbitration Panel, provided that the Parties agree on the arbitrator to be appointed.
- iv. Each Party shall have the right to conduct discovery in connection with the arbitration proceedings, but such discovery shall be limited to the pre-hearing production of relevant documents and to such depositions, limited both in number of depositions and duration, as the Arbitration Panel may approve by majority vote.
- v. The Arbitration Panel shall hear any and all issues of law and of fact properly raised pursuant to the procedures herein and shall make its

decision by majority vote within thirty (30) calendar days after the close of evidence and briefing in the arbitration. The decision shall be issued in writing and include findings of fact, conclusions of law, and the reasons on which the decision is based.

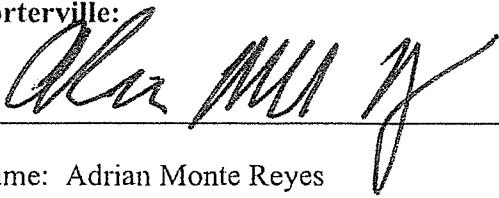
- vi. The Arbitration Panel shall have no power to vary or modify any terms of this Agreement, or to decline or fail to follow applicable tribal, state or federal statutory or common law.
 - vii. Each Party to the arbitration shall pay its own attorneys' and expert witness fees and any other costs associated with the arbitration. The Arbitration Panel shall determine by majority vote who shall bear the fees and expenses of the Arbitration Panel or whether the fees and expenses of the Arbitration Panel shall be shared by the Parties, and if so, in what proportions. The Arbitration Panel's determination as to the allocation of the fees and expenses of the arbitration shall be binding on the Parties.
 - viii. The arbitration shall be held at a mutually agreeable location within Tulare County, California.
- d) Jurisdiction of Courts. A Party that has participated in arbitration as set forth in Subsection (c) of this Section (or who has made a good faith effort to do so despite the other's failure to participate) may initiate judicial proceedings to confirm, enforce or vacate the applicable arbitration award in the United States District Court for the Eastern District of California. If, and only if, the United States District Court for the Eastern District of California determines that it is without jurisdiction, the Tribe consents to be sued in the Superior Court of the State of California for the County of Tulare, but solely to compel, enforce, modify or vacate any arbitration award.

[Signature Page Follows]

Execution Version

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers as of the date first above written.

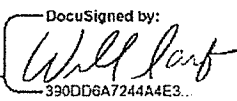
City of Porterville:

By:  _____

Printed Name: Adrian Monte Reyes

Title: Mayor

Tule River Tribe:

By:  _____
390DD6A7244A4E3...

Printed Name: William Garfield

Title: Chairman

**DEVELOPMENT AND REIMBURSEMENT AGREEMENT FOR
WASTEWATER AND RECYCLED WATER SYSTEM FACILITIES AND IMPROVEMENTS**

This Development and Reimbursement Agreement for Wastewater and Recycled Water System Facilities and Improvements (this "Agreement") is made and entered into as of August 30th, 2021, by and among the Porterville Area Development Authority ("Authority"), the City of Porterville ("City") and the Tule River Tribe ("Tribe"), each of whom may be referred to herein individually as a party or collectively as the "Parties".

RECITALS

- A. WHEREAS, the City of Porterville is a California charter city; and
- B. WHEREAS, the Tribe is a federally-recognized Indian Tribe; and
- C. WHEREAS, the Authority has been established pursuant to a Joint Powers Agreement by and between the City and the Tribe; and
- D. WHEREAS, the Tribe proposes to develop a casino-resort ("Project") within a 40-acre site it owns near the Porterville Airport ("40-acre Airpark Property") within the boundaries of the City, which may include a casino, a 250-room hotel, food and beverage facilities, administrative space, a multi-purpose events center, a conference center and associated parking and infrastructure and other uses that may be developed by the Tribe on the 40-acre Airpark Property, an illustrative depiction of which is set forth in Exhibit A; and
- E. WHEREAS, the Project will ultimately require wastewater to be treated at the City's existing wastewater collection system located at 1333 West Grand Avenue, conveyed through Lift Station Nos. 7 and 12 and approximately 800 feet of transmission main, each of which requires some repair, replacement or improvement to correct existing deficiencies and increase capacity to serve the Project (collectively, the "Wastewater Improvements"); and
- F. WHEREAS, to mitigate the impacts of the development of the Project on potable water supplies, the City desires, for consistency with its land development standards, to provide City-owned land near the Project to the Authority for the purpose of developing a tertiary wastewater treatment plant and associated storage, a pump station and recycled water transmission pipelines to serve the Project and the City Sports Complex (collectively, the "Tertiary Wastewater System Facilities" or "TWSF"); and
- G. WHEREAS, the City and the Tribe desire that the Authority assist them in connection with the provision and coordination of funding for the Wastewater Improvements and the TWSF as hereinafter provided; and
- H. WHEREAS, acting for and on behalf of the City, the Tribe shall design, engineer, permit, construct and transfer the Wastewater Improvements and TWSF to the City, with amounts expended by the Tribe or Authority for such design, engineering, permitting and construction to be funded by the City and deposited with the Authority as herein prescribed, with the Tribe's portion of the costs to be reimbursed by the Tribe to the City on the terms and conditions provided herein; and
- J. WHEREAS, the Tribe shall (i) pay the City certain sewer connection and service fees related to the development and operation of the Project and the TWSF and Wastewater Improvements; and (ii) shall pay water and sewer service fees in accordance with the City's standard water and sewer service charges for those specific service types and levels and as set forth in the City's fee schedule; and

K. WHEREAS, the Authority shall serve as the funding/coordination entity for the construction of the Wastewater Improvements and TWSF and shall release funds deposited by the City to pay the construction costs in accord with the terms and conditions of this Agreement ; and

L. WHEREAS, the Improvements also include the Tribe's development of a Storm Drain Retention Basin on the City property at the intersection of Road 216 and Avenue 128 as described and shown on Exhibit B to this Agreement, which will be fully paid for by the City; and

M. WHEREAS, upon completion of the TWSF, Wastewater Improvements, and Storm Drain Retention Basin Improvements and the payment of all direct construction costs by the City, the TWSF, the Wastewater Improvements, and the Storm Drain Retention Basin Improvement shall become property of the City; and

N. WHEREAS, this Agreement provides for the terms upon which the Wastewater Improvements, the TWSF, and the Storm Drain Retention Basin Improvements are to be developed, financed, and funded, and the terms upon which the Tribe's portion of the costs are to be reimbursed to the City, as aforesaid.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Certain Definitions. Unless the context otherwise requires, the terms defined in this Article I shall have the meanings herein specified.

"Acceptable Title" means title to land, or an easement therein, delivered free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether any such item is recorded or unrecorded, except those non-monetary items which are either (a) required by the City or (b) reasonably determined by the City not to interfere materially with the intended use of such land or easement and therefore are not required to be cleared from title.

"Acceptance Date" means the date that the Wastewater Improvements, TWSF, and Storm Drain Retention Basin Improvements are dedicated to and accepted by the City.

"Actual Cost" means, with respect to the Wastewater Improvements, TWSF, and Storm Drain Retention Basin Improvements, an amount equal to the sum of (a) the Tribe's actual, reasonable cost of constructing the Wastewater Improvements, TWSF, and Storm Drain Retention Basin Improvements, including labor, material and equipment costs, (b) the Tribe's actual, reasonable cost of preparing the Plans for the Wastewater Improvements, TWSF, and Storm Drain Retention Basin Improvements, (c) the Tribe's actual, reasonable cost of any environmental evaluations required in the City's reasonable determination specifically for the TWSF or Components thereof, and Wastewater Improvements, (d) the amount of the fees actually paid by the Tribe to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals for the TWSF or Components and Wastewater Improvements, (e) the Tribe's actual, reasonable cost for professional services directly related to the planning, design and construction of the Wastewater Improvements, TWSF, and Storm Drain Retention Basin Improvements, including engineering, inspection, construction staking, materials testing and similar professional

services, including, but not limited to, the costs to obtain and keep current a recycled water use permit as required by the Regional Water Quality Control Board for the TWSF, (f) the costs incurred by the Tribe for construction management and supervision, which cost shall not exceed 5% of the cost of constructing the Wastewater Improvements, TWSF, and Storm Drain Retention Basin Improvements, as determined pursuant to clause (a) of this definition, (g) the Tribe's actual, reasonable cost of any title insurance required hereby for the TWSF, (h) the fair market value of any real property required to be conveyed with the TWSF in order to convey Acceptable Title thereto to the Authority, and (i) the Tribe's actual, reasonable cost of any real property or interest therein acquired after the date hereof, from a party other than the Tribe, which real property or interest therein is necessary for the construction of the Wastewater Improvements, TWSF, and Storm Drain Retention Basin Improvements (e.g., temporary construction easements, haul roads, etc.), all as specified in a payment request that has been reviewed and approved by the City on behalf of the Authority, as applicable; *provided, however*, that no item of cost relating to the Wastewater Improvements, TWSF, and Storm Drain Retention Basin Improvements shall be included in more than one category of cost under this definition.

"All Improvements" means collectively the TWSF, Wastewater Improvements, and Storm Drain Retention Basin Improvements.

"City" means the City of Porterville, a California charter city.

"Construction Security" means, with respect to the All Improvements to be constructed, Funding Sources allocated to the construction and a Performance or Surety Bond, where the combination of the two sources are equal to the Unfunded Construction Cost of the Improvements.

"Defaulting Party" means a party that is in breach of, or alleged to be in breach of, this Agreement.

"Escrow Account" means the account created and maintained by the Authority to receive, hold, identify and track monies as dictated by Article VI of this Agreement.

"Estimated Construction Costs" means the total of the remaining estimated unpaid hard and soft costs (including, but not limited to, testing, labor compliance, permitting, inspection, environmental costs, and furniture and equipment approved by the City and the Tribe) required to complete construction, as calculated from time to time by the City and agreed to by the City and the Tribe.

"Event of Default" shall have the meaning set forth in Section 9.1(c).

"Funding Sources" shall have the meaning set forth in Section 2.2 herein.

"Joint Powers Authority" or "Authority" means the joint powers authority, called the "Porterville Area Development Authority" formed by the City and the Tribe pursuant to Government Code Section 6500 *et seq.*, and as set forth in the "Joint Powers Agreement Between City of Porterville and the Tule River Tribe For Development of Wastewater and Recycled Water System Facilities Establishing the Porterville Area Development Authority".

"Non-Defaulting Party" means a party that is enforcing provisions of this Agreement against a Defaulting Party.

"Notice of Default" means a written notice of default delivered by a Non-Defaulting Party to a Defaulting Party, which notice shall explain in detail the nature of the default and make a specific demand for cure.

“Pre-Construction Costs” means the costs in connection with the planning, investigation, design, approval, and permitting of the Wastewater Improvements, TWSF, and Storm Drain Retention Basin Improvements incurred prior to the execution of a construction contract All Improvements.

“Plans” means the designs, detailed bid documents, construction plans, specifications, and construction contracts for the TWSF, Wastewater Improvements, or Storm Drain Retention Basin Improvements prepared or to be prepared at the direction of the Tribe pursuant to Section 5.1 hereof.

“Project” means the casino-resort development to be constructed within a 40-acre site the Tribe owns near the Porterville Airport within the City, which may include a casino, a 250- room hotel, food and beverage facilities, administrative space, a multi-purpose events center, a conference center and associated parking and infrastructure and other uses that may be developed by the Tribe

“Reimbursable Account” means the accounts maintained by the City on behalf of the Authority for identifying and tracking the status of payments made to a contractor (including any payment requests submitted by the Tribe to the City) for all or any part of the TWSF, Wastewater Improvements or Storm Drain Retention Basin Improvements as identified in Exhibit B to be accepted by City.

“State” means the State of California.

“Storm Drain Retention Basin Improvements” means the _retention basin improvements to be located on City-owned property at the intersection of Road 216 and Avenue 218 (see Exhibit B), to be designed and constructed by the Tribe and owned by the City.

“Tribe” means Tule River Tribe, a federally-recognized Indian tribe.

“TWSF” means generally, the Tertiary Wastewater System Facilities, which includes the tertiary wastewater treatment plant and associated storage, a pump station and recycled water transmission pipelines to serve the Project and the City Sports Complex. Recycled water from the TWSF will be conveyed to the existing irrigation system meters at the City Sports Complex, which are to be owned by the City. The specific TWSF and Components are those listed in Exhibit B, as revised from time to time. It is anticipated that the existing irrigation system for the City Sports Complex will be used to distribute recycled water and will continue to be owned by City.

“Wastewater Improvements” means planning, permitting, design and construction of repairs, replacements and improvements related the City’s existing wastewater collection system and as conveyed through Lift Station Nos. 7 and 12, including approximately 800 feet of transmission main, to current City specifications and to increase capacity to serve the Tribe’s Project, to be acquired, operated and maintained by the City and financed with the assistance of the Authority.

ARTICLE II

MITIGATION OBLIGATION OF THE TRIBE

Section 2.1 Mitigation of Impacts from Development of the Property.

(a) The City and the Tribe have met and reviewed the Tribe’s intended development of the Project and confirmed the impacts anticipated to occur to the City’s water and wastewater facilities from the development of the Project, as described in the federal environmental impact statement and record of decision issued during September 2019. The Parties have determined that the development of the Project will create a need for the construction of the TWSF to be owned and operated by the City, the Wastewater

Improvements, and the relocation of Storm Drain Retention Basin Improvements to ultimately serve the Project.

(b) To mitigate these impacts, the City, in order to ensure consistency of the Project with its land development standards, has requested that the Tribe do the following (collectively, the “Mitigation Obligation”):

(i) timely provide for the funding of the costs to investigate, design, plan, and test for a demonstration period until acceptance by and transfer of the TWSF to the City for operation by the City, as set forth in this Agreement;

(ii) timely provide for the funding for and design of the TWSF in accordance with this Agreement; and

(iii) construct and dedicate to City the Wastewater Improvements, and

(iv) Design and construct the relocated Storm Drain Retention Basin Improvements.

It is the intention of the Parties that the Mitigation Obligation be financed by the City, with the Tribe’s portion of costs reimbursed to the City, as provided in this Agreement.

Section 2.2 Funding Sources for Mitigation Obligation. The sources for funding the Mitigation Obligation shall include all advances made by the Tribe to date related to the Mitigation Obligation, as well as the advances to be made by the City in accordance with Section 6.1 (collectively, the “Funding Sources”).

ARTICLE III

BOND PROCEEDS

Section 3.1 Issuance of Bonds. The City has issued one or more bonds or other obligations or indebtedness for the purpose of financing the acquisition and construction of the TWSF, Wastewater Improvements, and Storm Drain Retention Basin Improvements.

ARTICLE IV

CONSTRUCTION SECURITY

Section 4.1 Construction Security. In light of City’s obligations under Section 6.1(b) to fully fund the construction prior to commencement of work, no additional security is required.

ARTICLE V

CONSTRUCTION OF IMPROVEMENTS

Section 5.1 Preparation and Approval of Plans and Specifications. To the extent that it has not already done so, the Tribe shall cause Plans to be prepared for All Improvements to be constructed by the Tribe. The Plans shall conform to the public works requirements set forth in Section 5.4 below. All Plans shall be subject to review and written approval by the City which shall not be unreasonably withheld. Preliminary and final plans and specifications to be constructed by the Tribe shall

be submitted to the City for review and approval, which shall not be unreasonably withheld. The City may delegate these responsibilities to the engineering staff of the City.

Section 5.2 Upsizing of TWSF. The TWSF will be designed to produce sufficient recycled water to serve the needs of the Project and the City Sports Complex. The Parties do not at this time reasonably expect that the size of the facilities will need to be increased (“Upsizing”) beyond the planned production capacity. However, in the event that: (1) the City determines Upsizing would be necessary or desirable to accommodate its needs; and (2) the City completes, or causes to be completed, any necessary environmental review for any proposed Upsizing pursuant to CEQA; and (3) the Tribe has not commenced final design of the TWSF, then the City may request Upsizing of facilities at its sole cost and expense.

Section 5.3 Duty of the Tribe to Construct and Convey. The Tribe shall construct All Improvements in the manner set forth herein, and convey the Improvements to the City in the manner set forth herein. The Tribe shall construct or cause to be constructed the Improvements in accordance with the approved Plans. The Tribe shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken.

Section 5.4 Public Works Requirements. In order to insure that the Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, the City, the Tribe shall comply with the following requirements or shall cause such requirements to be complied with, or, shall comply with the requirements set forth in each specific facility’s takeover agreement:

(a) The Tribe shall publicly advertise for, and solicit and seek at least three independent bids; provided, however, the Tribe may proceed with fewer than three bids if three bids were not reasonably available at the time of the bid.

(b) Bids shall be submitted to the Tribe either via hard copy or email.

(c) The Tribe shall submit to the City and Authority written evidence of its competitive bidding procedures set forth herein, listing of all responsive bids and their amounts and the name or names of the contractor or contractors to whom the Tribe proposed to award the contracts for such construction. A tabulation of all bids shall be maintained by the Tribe and provided to the City and/or Authority upon written request.

(d) The Tribe shall provide the City with a list of a recommended contractor or contractors, in writing, within five (5) business days after the Tribe receives and evaluates the written bid proposals.

(e) The contract for the construction of the Project shall be awarded to the responsible bidder submitting the lowest responsive bid for the construction of the Project or, if the Tribe elects to perform the work, the Tribe shall perform the work at the prices specified in the bid of the lowest responsible bidder. If the Authority reasonably disapproves any such contractor, the Tribe will select the next lowest responsible bidder from the competitive bids received who is acceptable to the Tribe and the Authority.

(f) The Tribe shall require, and the specifications and bid and contract documents shall require, all contractors engaged to perform work on the Improvements to pay prevailing wages and to

otherwise comply with applicable provisions of the California Labor Code, the California Government Code and the California Public Contracts Code.

(g) Each contractor engaged to perform work shall be required to furnish (x) labor and material payment bonds, and (y) contract performance bonds, each in an amount equal to 100% of the contract price naming the Tribe and the Authority, or the Tribe, as obligees and issued by insurance or surety companies approved by the Authority. All such bonds shall be in a form approved by the Authority, which approval will not be unreasonably withheld. Rather than requiring its contractors to provide such bonds, the Tribe may elect to provide the same for the benefit of its contractors.

(h) Each contractor engaged to perform work shall be required to provide proof of insurance coverage conforming to the requirements of Section 6.6 hereof throughout the term of the construction, and such contractor shall be required to perform such work in conformance with all applicable federal and State law and the ordinances and policies of the City.

(i) The Tribe and all such contractors shall comply with such other requirements relating to the construction as the City may impose by written notification delivered to the Tribe and each such contractor, to the extent required as a result of changes in applicable State or federal laws or the ordinances and policies of the City (as applicable).

(j) The Tribe shall provide proof to the City and the Authority, at such intervals and in such form as the City and Authority may require, that the foregoing requirements have been satisfied as to the TWSF.

Section 5.5 Inspection; Completion of Construction. The City shall have primary responsibility for providing inspection of the work of construction to ensure that the work of construction is accomplished in accordance with the Plans. The City may inspect the construction with its own personnel or it may engage an outside consultant to perform such inspection. The Tribe may also inspect the work of construction. The City personnel or inspection consultant, as applicable, shall have access to the site of the work of construction at all reasonable times for the purpose of accomplishing such inspection. Upon the completion of the construction of the TWSF to the satisfaction of the City's inspectors, as applicable, the Tribe shall notify the City or the City's Engineer, as applicable, in writing that the construction of the TWSF has been completed in accordance with the Plans.

Upon receiving such written notification from the Tribe, and upon receipt of written notification from its inspectors that construction has been completed in accordance with the Plans and the City's requirements (as applicable), the City shall, without unreasonable delay, notify the Tribe in writing that the construction of has been satisfactorily completed. Upon receiving such notification, the Tribe shall forthwith file a Notice of Completion pursuant to the provisions of Section 8182 of the California Civil Code. The Tribe shall furnish to the City a copy of each such Notice of Completion showing thereon the date of filing with said County Recorder.

Section 5.6 Insurance Requirements. The Tribe shall, at all times prior to the final Acceptance Date, maintain, deliver to the City and keep in full force and effect, or cause to be maintained, delivered to the City and keep in full force and effect, insurance in conformance with requirements agreed to by the Tribe and the City. The Tribe will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, it will be amended to do so. The Tribe acknowledges that the insurance coverage and policy limits set forth in this Section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Section 5.7 Ownership of TWSF. Notwithstanding the fact that some or all of the TWSF may be constructed on City-owned property, or in dedicated street rights-of-way or on property which has been or will be dedicated to the Authority, the TWSF shall be and remain the property of the Tribe until title thereto is conveyed to and accepted by the City as provided herein.

Section 5.8 Dedication of TWSF Site and Easements to the City. Acceptable Title to the site upon which the TWSF lies shall be conveyed to the City by way of grant deed or dedication of such property, and any easements thereon, if such easements are approved by the City as being a sufficient interest therein to permit the City to properly own, operate and maintain the any portion of the TWSF located therein, thereon or thereover, and to permit the Tribe to perform its obligations as set forth in this Agreement. The sites upon which the TWSF are to be constructed shall be conveyed to the City, and developed by the Tribe in accordance with applicable City's standards for development of the Project.

ARTICLE VI

FUNDING OF ALL IMPROVEMENTS

Funding.

(a) The Parties agree that 2/3 of the total actual cost of the TWSF and the Wastewater Improvements, and the total actual cost of the Storm Drain Retention Basin Improvements shall be the responsibility of the City, and 1/3 of the actual cost of the TWSF and Wastewater Improvements, and none of the actual cost of the Storm Drain Retention Basin Improvements shall be the responsibility of the Tribe.

(b) As referenced in Section 2.2 above, the City has obtained funding for its cost share of All Improvements and is able and willing to advance the total costs of All Improvements, as funds are needed to pay those costs and in accord with this Agreement. The City agrees to place requested funds in the full amount of the estimated construction costs in an Escrow Account held in the JPA's name, on or by the date specified by the JPA, in advance of the construction of All Improvements, and the JPA shall duly authorize disbursements to the Tribe for the payment of the construction costs. As actual costs are incurred by the Tribe, the Tribe shall provide to the JPA the records of those actual costs incurred. The estimated construction costs shall be recalculated as actual costs are incurred, and the City shall deposit additional funds in the Escrow Account if needed and requested by the JPA, for purposes including but not limited to additional funding required to cover revised actual costs or change orders related to the construction of all improvements.

(c) Upon full completion and acceptance of All Improvements, and upon full payment of all invoices and claims for materials and labor, and the expiration of all applicable periods for the filing of liens, stop-notice claims etc. (or resolution of any and all claims to the satisfaction of the JPA), the JPA shall reimburse any and all remaining funds in the Escrow Account to City. To the extent there are any claims for which there exists insufficient funds in the Escrow Account, City agrees to deposit additional funding for the coverage of those claims if required by the JPA. Upon completion of All Improvements, and full reimbursement from (or full depletion of) the Escrow Account, the Escrow Account shall be closed.

(d) Upon full completion and acceptance of All Improvements, and full payment of invoices and claims as set forth in subsection (c) above, the JPA will establish, on the basis set forth in this Agreement herein, the total reimbursement amount to be paid by the Tribe, in the manner set forth in this Agreement ("Reimbursement Amount").

ARTICLE VII

REIMBURSEMENT

Section 7.1 Reimbursement.

(a) The Tribe agrees to pay the Reimbursement Amount as set forth in this Agreement. To that end the Parties shall execute the Development Costs Reimbursement Plan and Development Costs Reimbursement Promissory Note, the form of which are attached hereto as Exhibit C.

(b) In consideration of the benefits the City will receive from the development of All Improvements set forth in this Agreement, the City agrees that it will not require full reimbursement of the Tribe's actual cost share until ten (10) years after completion of All Improvements, or a reasonable specific date at least ten years from the Casino Project opening day to be set by the Porterville Area Development Authority, whichever occurs first, which will be set forth in the executed Development Costs Reimbursement Plan and Promissory Note (see Exhibit C for the form of these Agreements).

(c) The Tribe agrees that it will make its first payment and annual payments to the City, in accord with the payment schedule to be made a part of the executed Development Costs Reimbursement Plan and Promissory Note (See Exhibit C for the form of these Agreements).

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS; INDEMNIFICATION; DAMAGES

Section 8.1 Representations, Warranties and Covenants of the Tribe.

The Tribe makes the following representations, warranties and covenants for the benefit of the City and the Authority:

(a) Organization. The Tribe represents and warrants that the Tribe is a federally-recognized Indian Tribe and that the Tribe owns the 40-acre Airpark Property and has the authority to carry on its business as contemplated.

(b) Authority. The Tribe represents and warrants that the Tribe has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered by, and this Agreement has been duly and validly executed and delivered on behalf of, the Tribe.

(c) Binding Obligation. The Tribe represents and warrants that this Agreement is a valid and binding obligation of the Tribe and is enforceable against the Tribe in accordance with its terms.

(d) Completion of Improvements. The Tribe covenants that it will use its reasonable and diligent efforts to do all things which may be lawfully required of it in order to cause the Improvements to be completed in accordance with this Agreement.

(e) Compliance with Laws. The Tribe covenants that it will not commit, suffer or permit any act to be done in, upon or to the TWSF or any of the Improvements in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Property, the TWSF, or the Improvements.

(f) Financial Records. Until the final Acceptance Date of the Improvements, the Tribe covenants to maintain proper books of record and account for the Improvements and all costs related thereto. The Tribe covenants that such accounting books will be maintained in accordance with generally accepted accounting principles, and will be available for inspection by the City, and their respective agents, at any reasonable time during regular business hours on reasonable notice.

(g) No Material Impediment. The Tribe represents and warrants that to the best of the Tribe's knowledge there is no material impediment to the Tribe's proceeding with and completing the acquisition, construction, and installation of the Improvements or to the development of the Property as contemplated by the Tribe.

Section 8.2 Representations, Warranties and Covenants of the City and the Authority.

(a) The City makes the following representations, warranties and covenants for the benefit of the Tribe:

(i) Authority. The City represents and warrants that the City has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered by, and this Agreement has been duly and validly executed and delivered on behalf of, the City.

(ii) Binding Obligation. The City represents and warrants that this Agreement is a valid and binding obligation of the City and is enforceable against the City in accordance with its terms.

(iii) Completion of TWSF. The City covenants that it will use its reasonable and diligent efforts to take all actions which may be lawfully required of it in issuing permits, processing and approving Plans and inspecting the TWSF in accordance with this Agreement.

(iv) Financial Records. The City covenants to maintain proper books of record and account with respect to all funds and accounts described in this Agreement.

(v) Permits. The City represents and warrants that it has no actual knowledge of any material impediment to the Tribe's proceeding or completing the acquisition, construction and installation of any of the TWSF as contemplated by this Agreement and the existing land use approvals with respect to the Project.

(b) The Authority makes the following representations and warranties for the benefit of the Tribe:

(i) Authority. The Authority represents and warrants that the Authority has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered by, and this Agreement has been duly and validly executed and delivered on behalf of, the Authority.

(ii) Binding Obligation. The Authority represents and warrants that this Agreement is a valid and binding obligation of the Authority and is enforceable against the Authority in accordance with its terms

Section 8.3 Indemnification.

(a) The Tribe agrees to protect, indemnify, defend and hold the City and the Authority, and their respective officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees, and court costs which the City or the Authority or their respective officers, employees and agents, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the City or the Authority or their respective officers, employees or agents, or any combination, thereof as a result of or by reason of or arising out of or in consequence of the acquisition, construction, or installation of the TWSF. If the Tribe fails to do so, the City and the Authority each shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any reasonable attorneys' fees or court costs, to and recover the same from the Tribe.

(b) The City shall defend, indemnify and hold the Tribe, its members, officials, employees and agents harmless from and against all claims, demands, liability, costs, expenses, damages, injury or loss (including reasonable attorneys' fees) to which the Tribe or its members, officials, officers, employees and agents may be subject by reason of any claims arising from the alleged wrongdoing, misconduct, negligence or fault by the City, its City Council members, officials, officers, employees or agents brought by a third party seeking damages based solely on the conduct of the City, its City Council members, officials, officers, employees or agents in implementation of this Agreement. No indemnification is required to be paid by the Tribe for any claim, loss or expense arising from (a) the willful misconduct or negligence of the City or the Authority, or their respective officers, employees or agents, or (b) a default hereunder by the City or the Authority.

(c) The provisions of this Section 8.3 shall survive the termination of this Agreement.

ARTICLE IX

EVENTS OF DEFAULT; REMEDIES; JUDICIAL REFERENCE

Section 9.1 Default.

(a) Time is of the essence with respect to this Agreement and each obligation of a party set forth herein. If a Non-Defaulting Party determines that the Defaulting Party is in breach of its obligations under this Agreement, the Non-Defaulting Party shall provide the Defaulting Party with a Notice of Default.

(b) A Defaulting Party shall have:

(i) fourteen (14) calendar days after receipt of any Notice of Default to fully cure a monetary default (i.e., failure to pay money or secure the payment of money) with each time period commencing on the day after the Defaulting Party receives the Notice of Default of such monetary default; and

(ii) forty-five (45) calendar days after receipt of any Notice of Default to fully cure a default other than a monetary default with each time period commencing on the day after the Defaulting Party receives the Notice of Default of such default. However, if such default is of a nature that, in the exercise of reasonable diligence, more than forty-five (45) calendar days but less than one hundred twenty (120) calendar days are required to cure such default, no Event of Default shall be deemed to have occurred under this paragraph if the Defaulting Party commences to cure such default within said forty-five (45) calendar days period and is thereafter actively and diligently pursuing such cure to completion, and, in fact, cures such default within said one hundred twenty (120) calendar day period.

(c) If the Defaulting Party fails to cure the default within the foregoing time frames, an “Event of Default” shall be deemed to occur. If subsequent to the occurrence of an Event of Default, the Defaulting Party cures the default, then the Event of Default shall no longer be continuing and said Event of Default shall be deemed cured.

Section 9.2 Remedies. An Event of Default shall not terminate this Agreement and the provisions of this Agreement, including without limitation, the covenants of the Parties set forth in this Agreement shall continue in full force and effect, except as modified as the result of the Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Non-Defaulting Party shall be entitled to all legal and equitable remedies permitted. The Parties shall be entitled to interim or permanent injunctive relief if the circumstances warrant.

Section 9.3 Dispute Resolution; Limited Waiver of Sovereign Immunity.

(a) **Limited Waiver of Sovereign Immunity.** In the event of a dispute between the Tribe and the City over the interpretation, application, or enforcement of this Agreement, the Tribe hereby expressly grants to the City a limited waiver of the Tribe’s sovereign immunity, solely for actions brought by the City, in accordance with the dispute resolution provisions provided herein; provided, however, that any award shall be limited to actual damages and shall specifically exclude punitive, consequential, incidental, expectancy and all other special damages. This limited waiver of sovereign immunity does not extend to any action brought against any Tribal Council Member, Tribal employee, Tribal agent, Tribal member, or any other individual acting on behalf of the Tribe. This limited waiver of sovereign immunity shall not diminish or otherwise affect any defense or immunity to which such persons are entitled under the laws of the applicable jurisdiction. Except as expressly set forth herein, the Tribe does not waive, limit or modify its sovereign immunity.

(b) **Dispute Resolution.** The Tribe and the City agree to submit any dispute related to the interpretation, application, or enforcement of this Agreement, regardless of which party makes the submission, only to the binding arbitration and other dispute resolution provisions explicitly set forth herein.

(i) **Meet and Confer.** Prior to filing an action hereunder, the applicable party must first raise the disputed matter by written notice to the other party requesting to a Meet and Confer. Said notice shall suggest a date, time and place for the meeting. The Tribe and the City may jointly decide to meet at another time and place; provided, however, that the Parties agree that such meeting shall commence within fifteen (15) calendar days after the date that the original notice was given to the applicable party, unless the Parties agree that there is good cause to extend this time limit. The Parties agree that the Meet and Confer, including proceedings or discussions concerning the proposed Meet and Confer, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a Meet and Confer by any party or a party’s agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the Meet and Confer. Absent mutual consent of the Parties, if a noticed meeting fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) calendar days, then the Meet and Confer obligation imposed under this Section shall be deemed to have been satisfied and the Parties shall be free to pursue their rights and remedies under this Agreement.

herein, unless the reason for such failure to Meet and Confer is the refusal of the party asserting a claim to participate in the Meet and Confer, in which event said claim will be deemed to have been waived.

(ii) Arbitration. Following the satisfaction of the Meet and Confer requirement, any controversy(ies) or claim(s) arising out of or relating to this Agreement that was not resolved during the Meet and Confer must be resolved through binding arbitration. The arbitration shall be held only in accordance with the following procedures:

(A) Either party may initiate the applicable arbitration by delivering a written notice to the other party that states the specific issue(s) in dispute, the relevant provision(s) of the Agreement, and the relief requested.

(B) Within twenty-one (21) calendar days after delivery of such notice, each party shall notify the other of the name of a practicing lawyer or retired judge with whom the notifying party desires to have serve as an arbitrator. The lawyer or retired judge shall have experience in easements and other right-of-ways on federal Indian land, and have (and whose law firm, if applicable, has) at no time represented or acted on behalf of either of the Parties or any person with control over either of the Parties. If either party fails to act within the twenty-one (21) calendar day period, the arbitrator who should have been appointed by that party will be appointed pursuant to the same procedures followed when agreement cannot be reached as to the third arbitrator.

(C) Within ten (10) calendar days after arbitrators are appointed by each party, the two appointed arbitrators shall meet (in person or by phone) to appoint a third arbitrator with the same qualifications and background. Together, the three arbitrators shall comprise the Arbitration Panel. In the event agreement cannot be reached on the appointment of a third arbitrator at the meeting held within the ten (10) calendar day period, the third arbitrator shall be selected by the Judicial Arbitration and Mediation Service (“JAMS”), or such other reputable provider of Alternative Dispute Resolution (“ADR”) services as may be agreed by the Parties or, in the absence of such agreement, by the party requesting arbitration. In the event of any subsequent vacancy or inability to perform, the arbitrator who resigns or becomes unable to perform shall be replaced in accordance with the provision of this Section as if such replacement were an initial appointment to be made hereunder. Notwithstanding the foregoing, the Parties may agree to use a single arbitrator as the Arbitration Panel, provided that the Parties agree on the arbitrator to be appointed.

(D) Each party shall have the right to conduct discovery in connection with the arbitration proceedings, but such discovery shall be limited to the pre-hearing production of relevant documents and to such depositions, limited both in number of depositions and duration, as the Arbitration Panel may approve by majority vote.

(E) The Arbitration Panel shall hear any and all issues of law and of fact properly raised pursuant to the procedures herein and shall make its decision by majority vote within thirty (30) calendar days after the close of evidence and briefing in the arbitration. The decision shall be issued in writing and include findings of fact, conclusions of law, and the reasons on which the decision is based.

(F) The Arbitration Panel shall have no power to vary or modify any terms of this Agreement, or to decline or fail to follow applicable tribal, state or federal statutory or common law.

(G) Each party to the arbitration shall pay its own attorneys' and expert witness fees and any other costs associated with the arbitration. The Arbitration Panel shall determine by majority vote who shall bear the fees and expenses of the Arbitration Panel or whether the fees and expenses of the Arbitration Panel shall be shared by the Parties, and if so, in what proportions. The Arbitration Panel's determination as to the allocation of the fees and expenses of the arbitration shall be binding on the Parties.

(H) The arbitration shall be held at a mutually agreeable location within Tulare County, California.

(iii) Jurisdiction of Courts. A party that has participated in arbitration as set forth in this Section (or who has made a good faith effort to do so despite the other's failure to participate) may initiate judicial proceedings to confirm, enforce or vacate the applicable arbitration award in the United States District Court for the Eastern District of California. If, and only if, the United States District Court for the Eastern District of California determines that it is without jurisdiction, the Tribe consents to be sued in the Superior Court of the State of California for the County of Tulare, but solely to compel, enforce, modify or vacate any arbitration award.

Section 9.4 Applicable Law. This Agreement is entered into in the State of California and applicable California and federal law shall apply to the interpretation and construction of all of its provisions.

Section 9.5 Allocation of Costs. The costs of the arbitrator shall be borne equally by the Parties to the dispute. If either party refuses to pay its share of the costs of the proceeding at the time required, the other party may do so in which event that party shall be entitled to recover (or offset) the amount advanced, with interest at the maximum rate permitted by law, even if that party is not the prevailing party. The arbitrator shall include such costs in his judgment or award.

Section 9.6 Attorneys' Fees. The Parties shall be responsible for their own attorneys' fees, costs, and expenses incurred as a result of any dispute among the Parties, including, but not limited to, any mediation, arbitration or litigation.

ARTICLE X

MISCELLANEOUS

Section 10.1 The Tribe as Independent Contractor. In performing under this Agreement, it is mutually understood that the Tribe is acting as an independent contractor, and not an agent of the City. The City shall have no responsibility for payment to any contractor, subcontractor or supplier of the Tribe.

Section 10.2 Other Agreements. Nothing contained herein shall be construed as affecting the Parties' respective duty to perform their respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Tribe's rights and obligations, and the City's rights and obligations, under this Agreement; *provided, however*, that the Tribe shall use its reasonable and

diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, lease, sublease, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which would or may materially and adversely affect the acquisition, construction and installation of the TWSF.

Section 10.3 Binding on Successors and Assigns. Neither this Agreement nor the duties and obligations of the Tribe hereunder may be assigned without the written consent of the City. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted assigns, and successors-in-interest of the Parties hereto.

Section 10.4 No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City, and the Tribe (and their respective successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 10.5 Notices. All notices required or permitted by this Agreement shall be in writing and may be delivered in person (by hand delivery or professional messenger service) to each party or may be sent by registered or certified mail, with postage prepaid, return receipt requested or delivered by Express Mail of the U.S. Postal Service or Federal Express or any other courier service guaranteeing overnight delivery, charges prepaid, or may be transmitted by facsimile transmission and addressed as follows:

Tule River Tribe:	Tule River Indian Tribe Attn: William Garfield, Chairman 340 N. Reservation Road Porterville, CA 93257 T: (559) 781-4271 E: William.Garfield@tulerivertribe-nsn.gov
-------------------	--

With a copy to:	Procopio, Cory, Hargreaves & Savitch LLP Attn: Kerry Patterson 525 B Street, Suite 2200 San Diego, CA 92101 T: (619) 515-3295 E: kerry.patterson@procopio.com
-----------------	--

City of Porterville and the Authority:	McCormick, Kabot, Jenner & Lew Attn: Julia Lew, City Attorney 4010 South Demaree Street Visalia, CA 93277 T: (559) 734-6729 E: jmllew@mkjw.com
---	---

Any such notice sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notices delivered by overnight service shall be deemed to have been given twenty-four (24) hours after delivery of the same, charges prepaid, to the U.S. Postal Service or private courier. If any notice is transmitted by electronic mail or similar means, the same shall be deemed served or delivered upon confirmation of transmission and receipt thereof. Any notice or other document sent by

any other manner shall be effective only upon actual receipt thereof. Any party may change its address for purposes of this paragraph by giving notice to the other Parties as provided herein.

Section 10.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 10.7 Excusable Delay. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes, or other acts of God, war, civil commotion, terrorist activity, riots, strikes, picketing, or other labor disputes, damage to work in progress by casualty, or by other cause beyond the reasonable control of the party, then the specified time for performance shall be extended by the amount of the delay actually so caused.

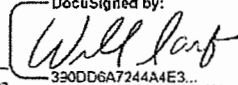
Section 10.8 Interpretation Guides. This Agreement has been prepared by the Parties jointly, and no ambiguity shall be resolved against either party on the premise that it was, or its attorneys were, responsible for drafting this Agreement or any provision herein. The captions and headings set forth herein are for convenience only and in no way establish, define or limit the scope or intent of any Article, Section, Subsection, Subdivision or other provision of this Agreement. Any reference herein to an Article, Section, Subsection, or Subdivision, unless specified otherwise, shall be a reference to an Article, Section, Subsection or Subdivision of this Agreement.

[Signature Page Follows]

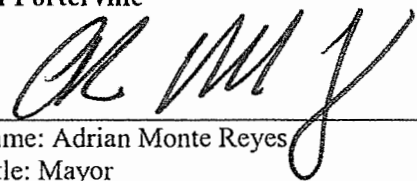
Execution Version

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

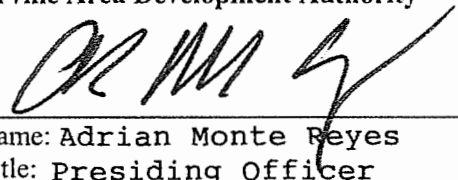
Tule River Tribe

By:  _____
DocuSigned by:
330DD6A7244A4E3...
Name: William Gallardo
Title: Chairman

City of Porterville

By:  _____
Name: Adrian Monte Reyes
Title: Mayor

Porterville Area Development Authority

By:  _____
Name: Adrian Monte Reyes
Title: Presiding Officer

THE CASINO PROJECT

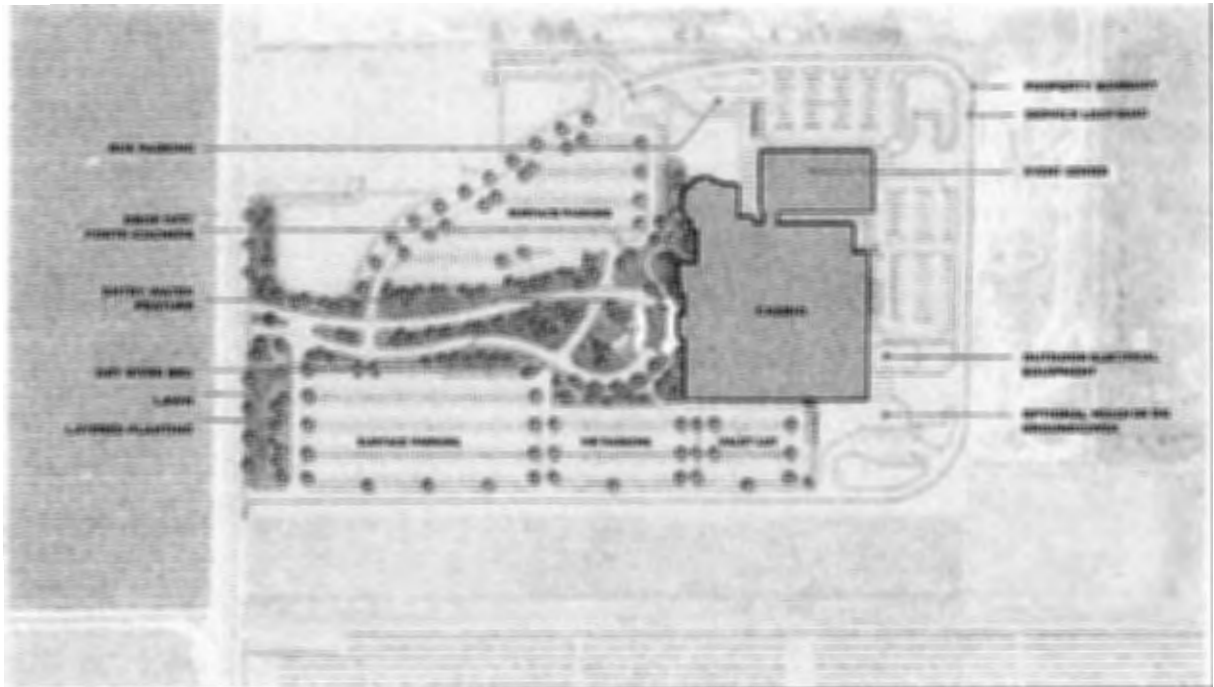


EXHIBIT B

**THE TWSF, WASTEWATER IMPROVEMENTS & STORM DRAIN RETENTION BASIN, AND
ESTIMATED COSTS FOR IMPROVEMENTS**

[illegible]

Cost Estimates

Item	IWS	GSE	Clark	Engineers Estimate
General	\$2,517,181	\$852,500	\$395,000	\$957,000
TWSF	\$8,172,584	\$10,704,400	\$8,413,000	\$7,107,100
LS 12	\$896,623	\$581,000	\$766,000	\$1,483,900
LS 7	\$1,096,053	\$581,000	\$959,000	\$1,819,400
Off-site	\$1,510,926	\$580,000	\$1,516,600	\$3,340,700
Total	\$14,193,367	\$13,298,900	\$12,049,600	\$14,708,100

Components break-down from Clark bid:

				Total Bid Price				
Item	Description	Unit	Estimate d Quantity	IWS	GSE	Clark Brothers	Engineers Estimate	
GENERAL								
1	Mobilization/Demobilization/Temporary Facilities	LS	1	\$2,148,548	\$500,000	\$275,000	\$957,000	
2	Sheeting, Shoring and Bracing	LS	1	\$0	\$1,000	\$7,500		
3	Construction Photography	LS	1	\$7,893	\$1,500	\$2,500		
4	Startup and commissioning	LS	1	\$43,461	\$50,000	\$30,000		
5	Bonds & Insurance	LS	1	\$317,279	\$300,000	\$80,000		
TWSF								
Mechanical & Process Equipment								
6	Packaged ultrafiltration membrane system, including air control system, CIP and chemical and disinfection systems	LS	1	\$1,131,041	\$1,300,000	\$1,450,000	\$7,107,100	
7	Feed pumps system to filtration membrane system	LS	1	\$75,349	\$200,000	\$140,000		
8	Distribution VT pump system	LS	1	\$348,630	\$1,000,000	\$450,000		
9	Hydraupneumatic PCS	LS	1	\$191,849	\$250,000	\$225,000		
10	TWSF Process Piping	LS	1	\$424,081	\$400,000	\$450,000		
11	Yard Piping, valves and appurtenances	LS	1	\$1,137,210	\$800,000	\$800,000		
12	Recycled Water Distribution Main - Onsite and Offsite	LS	1	\$68,047	\$993,400	\$275,000		
13	Potable water piping services	LS	1	\$82,254	\$10,000	\$100,000		
14	TMG above grade welded steel tanks, including foundations and cathodic protection	LS	1	\$1,642,702	\$1,600,000	\$1,400,000		
15	Filtration system CMU building, including canopy and HVAC	LS	1	\$805,132	\$800,000	\$600,000		
16	Structural work including but not limited to concrete slabs, feed and distribution pump stations	LS	1	\$287,544	\$300,000	\$550,000		
Civil work								
17	Earthwork and grading	LS	1	\$157,850	\$300,000	\$146,000		
18	Sheeting, shoring and bracing	LS	1	\$11,275	\$1,000	\$3,000		
19	AC Pavement	LS	1	\$135,300	\$350,000	\$120,000		
20	Concrete Pavement	LS	1	\$4,829	\$20,000	\$20,000		
21	Site security and fencing	LS	1	\$237,350	\$70,000	\$62,000		
22	Hot tap secondary effluent main including control valve	LS	1	\$16,930	\$10,000	\$12,000		
23	Stormwater bioretention facility	LS	1	\$182,881	\$300,000	\$125,000		
24	Misc civil site	LS	1	\$47,361	\$400,000	\$75,000		
Electrical								
25	Site power connection including transformer	LS	1	\$614,516	\$440,000	\$130,000		
26	Standby generator	LS	1	\$126,094	\$100,000	\$150,000		
27	Control panels, instrumentation	LS	1	\$285,162	\$270,000	\$115,000		
28	Site lighting	LS	1	\$124,876	\$70,000	\$940,000		
29	Misc electrical	LS	1	\$34,321	\$720,000	\$75,000		
LIFT STATION 12								
Mechanical & Process Equipment								
30	Submersible pump system	LS	1	\$38,629	\$40,000	\$80,000	\$1,483,900	
31	Mechanic piping, valves, fittings and appurtenances	LS	1	\$50,711	\$100,000	\$200,000		
Civil work								
32	Excavation and disposal	LS	1	\$22,106	\$6,000	\$80,000		
33	Sheering, shoring and bracing	LS	1	\$11,612	\$15,000	\$15,000		
34	Pump station installation	LS	1	\$238,819	\$20,000	\$90,000		
35	Demolish/abandon existing structures and piping	LS	1	\$71,476	\$10,000	\$30,000		
36	Misc civil work	LS	1	\$18,873	\$10,000	\$45,000		
Electrical								
37	Power connection	LS	1	\$143,700	\$60,000	\$56,000		
38	Electrical and control panel	LS	1	\$245,872	\$250,000	\$150,000		
39	Misc electrical	LS	1	\$54,825	\$70,000	\$20,000		

Execution Version

LIFT STATION 7							
<i>Mechanical & Process Equipment</i>							
40	Submersible pump system	LS	1	\$38,629	\$40,000	\$85,000	
41	Mechanic piping, valves, fittings and appurtenances	LS	1	\$264,196	\$100,000	\$350,000	
<i>Civil work</i>							
42	Excavation and disposal	LS	1	\$22,106	\$6,000	\$85,000	
43	Sheering, shoring and bracing	LS	1	\$11,612	\$15,000	\$10,000	
44	Pump station installation	LS	1	\$250,331	\$20,000	\$95,000	\$1,819,400
45	Demolish/abandon existing structures and piping	LS	1	\$72,152	\$10,000	\$30,000	
46	Misc civil work	LS	1	\$18,873	\$10,000	\$40,000	
<i>Electrical</i>							
47	Power connection	LS	1	\$117,457	\$60,000	\$84,000	
48	Electrical and control panel	LS	1	\$245,872	\$250,000	\$90,000	
49	Misc electrical	LS	1	\$54,825	\$70,000	\$90,000	
OFFSITE IMPROVEMENTS							
<i>Civil Work</i>							
50	Site preparation, excavation and disposal, including appurtenances	LS	1	\$0	\$50,000	\$5,000	
51	Backfill and compaction	LS	1	\$0	\$50,000	\$5,000	
52	Earthwork	LS	1	\$45,100	\$100,000	\$39,000	
53	AC pavement	LS	1	\$124,025	\$200,000	\$120,600	
54	Sheering, shoring and bracing	LS	1	\$0	\$10,000	\$5,000	
55	Misc civil work	LS	1	\$0	\$5,000	\$45,000	\$3,340,700
<i>Mechanical</i>							
56	Recycled water main	LS	1	\$1,050,646	\$10,000	\$1,122,000	
57	Potable water piping	LS	1	\$241,032	\$125,000	\$120,000	
58	Sports Park RW retrofit, including connections and testing	LS	1	\$50,123	\$20,000	\$40,000	
59	Misc, mechanical	LS	1	\$0	\$10,000	\$15,000	
Overall Total				\$14,193,367	\$13,298,900	\$12,049,600	\$14,708,100
				\$14,193,367	\$13,298,900	\$12,049,600	

Storm Drain Retention Basin

The new stormwater retention basin and relocated recirculation basin would be constructed on the southern portion of APN 302-100-015. This parcel is located north of Avenue 128/Teapot Dome Road, east of the Friant Kern Canal, south of the extension of Avenue 130, and west of Road 216. The approximate volume of the new stormwater detention facility is approximately 200 acre-feet. Approximately 569,000 cubic yards of material will be cut and 13,200 cubic yards of material filled to construct the stormwater retention basin.

The recirculation basin relocation would relocate an existing recirculation basin from near the Friant Kern Canal to a new location between the new stormwater retention basin and the extension of the Avenue 130 alignment. The new recirculation basin will be approximately 15 ft deep, have approximately 3.8 acre-feet of storage, and include a relocated pump and pump discharge from the City's wastewater outfall. The project includes construction of approximately 4,200 linear feet of new 72-inch storm drain constructed between the terminus of an existing irrigation ditch near West Street, extending south along West Street, west along the extension of Avenue 130, and south along Road 216 to the new stormwater retention basin.

Cost Estimates (on next page)

Execution Version



4CREEKS

OPINION OF PROBABLE IMPROVEMENT COSTS

Date: 4/22/2021

Completed by: Matt Ramsey

Checked by: Ryan J. Dudley, PE

Project:	City of Porterville Basin
Client:	Tule River Gaming Authority

Project Acreage:	52
Total Estimated Project Cost:	\$8,715,872
Total Cost Per Acre:	\$167,813

Site Costs

Demolition & Relocation

Description	Quantity	Unit Price	Unit	Total
Mobilization	1.0	10,000.00	LS	10,000
Clearing & Grubbing (Misc.)	52.0	1,000.00	AC	52,000
Cut & Plug SD Pipe and Abandon	1.0	750.00	EA	750
Storm Drain Manhole Abandonment	1.0	1,000.00	EA	1,000
Storm Drain Manhole Removal	2.0	2,500.00	EA	5,000
Standpipe Removal	1.0	3,000.00	EA	3,000
Irrigation Riser Removal	8.0	250.00	EA	2,000
Irrigation Pipe Removal	1,930.0	10.00	LF	19,300
Vent Pipe Removal	1.0	150.00	EA	150
Water Valve Removal	1.0	500.00	EA	500
Miscellaneous Obstruction Removal	1.0	5,000.00	LS	5,000
Asphalt Removal	29,272.0	0.30	SF	8,782
Sawcut	3,848.0	1.40	LF	5,387
Concrete Removal	415.0	4.00	SF	1,660
Curb & Gutter Removal	11.0	1.50	SF	17
Subtotal:				114,545.30

Site Grading

Description	Quantity	Unit Price	Unit	Total
On-Site Construction				
Rough Grading				
Pond Excavation	556,000.0	2.50	CY	1,390,000
Export Material	556,000.0	6.50	CY	3,614,000
Off-Site Construction				
Rough Grading				
Ditch Excavation	10,740.0	2.50	CY	26,850
Export Material	10,740.0	6.50	CY	69,810
Street Excavation	1,388.6	2.50	CY	3,472
Finish Grading				
Compact & Sub-grade the streets	29,030.0	0.25	SF	7,258
Grade for Sidewalk	100.0	0.40	SF	40
Grade for Curb and Gutter	11.0	1.25	LF	14
Subtotal:				5,111,443.20

CONFIDENTIAL AND PRIVILEGED, PROPERTY OF 4CREEKS, INC.

Page 1 of 3

Storm Drain/ Irrigation Ditch

Description	Quantity	Unit Price	Unit	Total
On-Site Construction				
Outfall Structure	1.0	10,000.00	EA	10,000
Off-Site Construction				
Mains				
72" Pipe (RCP)	4508.0	500.00	LF	2,254,000
Catch Basins / Drainage Inlets				
Drainage Inlet	1.0	20,000.00	EA	20,000
Manholes				
72" Manhole	12.0	6,000.00	EA	72,000
Adjust MH to Grade	12.0	500.00	EA	6,000
Miscellaneous				
Tie-in to Existing	2.0	500.00	EA	1,000
			Subtotal:	2,363,000.00

Concrete

Description	Quantity	Unit Price	Unit	Total
Off-Site Construction				
24" Curb & Gutter	11.0	9.00	LF	99
Concrete Sidewalk	100.0	3.50	SF	350
			Subtotal:	449.00

Street Paving

Description	Quantity	Unit Price	Unit	Total
Off-Site Construction (Includes Commercial Frontage)				
3.0" AC / 11" Base / 12" Compacted Subgrade	29,030.0	3.00	SF	87,090
Miscellaneous				
Traffic Control	1.0	5,000.00	LS	5,000
Striping & Signage	1.0	1,500.00	LS	1,500
			Subtotal:	93,590.00

Walls & Fences

Description	Quantity	Unit Price	Unit	Total
2'-0" 8" Block Wall	37.0	42.50	EA	1,573
Chain Link Fencing	5,973.0	40.00	LF	238,920
			Subtotal:	240,492.50

Summary

	Totals
Demolition & Relocation	\$114,545.30
Site Grading	\$5,111,443.20
Storm Drain/ Irrigation Ditch	\$2,363,000.00
Concrete	\$449.00
Street Paving	\$93,590.00
Walls & Fences	\$240,492.50
CONSTRUCTION SUBTOTAL (EXCLUDES FEES):	\$7,923,520.00
10% CONTINGENCY:	\$792,352.00
TOTAL ESTIMATED CONSTRUCTION COST:	\$8,715,872.00

DISCLAIMER: QUANTITIES AND PRICES SHOWN HERE ARE SOLEY FOR
DETERMINING OPINION OF PROBABLE COST AND DO NOT SUPERCEDE THE
APPROVED PLANS. THIS DOCUMENT DOES NOT RELIEVE THE CONTRACTOR OR
BIDDERS OF DUE DILIGENCE TO REVIEW THE PLANS.

Cost Estimates (Cont'd)

**4CREEKS****OPINION OF PROBABLE IMPROVEMENT COSTS**

Date: 9/16/2021

Completed by: **Matt Ramsey**Checked by: **Ryan J. Dudley, PE**

Project:	City of Porterville Recirculation Basin Relocation
Client:	City of Porterville

Total Estimated Project Cost: **\$42,493****Site Costs****Demolition & Relocation**

Description	Quantity	Unit Price	Unit	Total
Mobilization	1.0	10,000.00	LS	10,000
Clearing & Grubbing (Misc.)	0.8	1,000.00	AC	800
Cut & Plug SD Pipe and Abandon	1.0	750.00	EA	750
Irrigation Pipe Removal	58.0	10.00	LF	580
Water Pump & Misc. Equipment Relocation*	1.0	5,000.00	LS	5,000
* does not include SCE reconnection costs			Subtotal:	17,130.00

Site Grading

Description	Quantity	Unit Price	Unit	Total
On-Site Construction				
Rough Grading				
Pond Excavation	6,920.0	2.50	CY	17,300
			Subtotal:	17,300.00

Storm Drain/ Irrigation Ditch

Description	Quantity	Unit Price	Unit	Total
On-Site Construction				
Mains				
12" Pipe - Irrigation	40.0	30.00	LF	1,200
12" Pipe - SD	40.0	30.00	LF	1,200
Miscellaneous				
Tie-in to Existing	1.0	500.00	EA	500
Ditch Inlet	1.0	1,300.00	EA	1,300
			Subtotal:	4,200.00

Summary

	Totals
Demolition & Relocation	\$17,130.00
Site Grading	\$17,300.00
Storm Drain/ Irrigation Ditch	\$4,200.00

CONSTRUCTION SUBTOTAL (EXCLUDES FEES):	\$38,630.00
10% CONTINGENCY:	\$3,863.00
TOTAL ESTIMATED CONSTRUCTION COST:	\$42,493.00

DISCLAIMER: QUANTITIES AND PRICES SHOWN HERE ARE SOLEY FOR DETERMINING OPINION OF PROBABLE COST AND DO NOT SUPERCEDE THE APPROVED PLANS. THIS DOCUMENT DOES NOT RELIEVE THE CONTRACTOR OR BIDDERS OF DUE DILIGENCE TO REVIEW THE PLANS.

EXHIBIT C

**FORM OF DEVELOPMENT COSTS REIMBURSEMENT PAYMENT PLAN AND
PROMISSORY NOTE**

RECORDING REQUESTED BY AND

WHEN RECORDED RETURN TO:

CITY OF PORTERVILLE
291 N. MAIN STREET
PORTERVILLE, CA 93257
ATTN: P. Hildreth

DEVELOPMENT COSTS REIMBURSEMENT PAYMENT PLAN

Pursuant to Resolution No. _____ of the City of Porterville, Tule River Indian Tribe, owner of real property located at 1850 S. West Street, Porterville, Tulare County, California, legally described as:

(SEE ATTACHED EXHIBIT A)

agrees to pay the City of Porterville the amount of \$_____ at the rate of \$_____ for nine equal payments and a final payment of \$_____. The first of said payments shall be due, on or about _____ (at the time _____), and subsequent payment shall be made on the _____ day of _____ of each year thereafter until the principal has been paid in full. The principal sum _____ due _____ up _____ front _____ is _____ for (improvements) _____ for the property located at _____, Porterville.

In the event any installment of principal is delinquent for a period in excess of ninety (90) days (a "Default"), late charges shall be applied to the unpaid installment in accordance with City policy; specifically, the parties agree that a late charge equal to interest on the principal amount as if it had been accruing from the date the first payment was due, will be assessed and will continue until such time as the deferred amounts are repaid in full or the Default is cured, at the

default rate of the lesser of seven percent (7%), compounded annually, or the highest rate permitted by law. A Promissory Note shall be executed in conjunction with the execution of this Agreement.

Should the installment remain unpaid for an additional 90 days, City may provide Tule River Indian Tribe a written notice that the utility services may be disconnected, and if the installment remains unpaid for an additional 30 days after such written notice, City utility services may be disconnected.

Sections 9.1 (Limited Waiver of Sovereign Immunity) and 9.2 (Dispute Resolution) of the Joint Powers Agreement between the City of Porterville and the Tule River Tribe for Development of Wastewater and Recycled Water System Facilities Establishing the Porterville Area Development Authority between the City and the Tule River Tribe are incorporated by reference herein.

Dated this _____ day of _____

FOR TULE RIVER INDIAN TRIBE

Name:

Title: Chairman

APPROVED AS TO FORM:

[SIGNATURES CONTINUED ON NEXT PAGE]

Execution Version

FOR THE CITY OF PORTERVILLE

Adrian Monte Reyes, Mayor

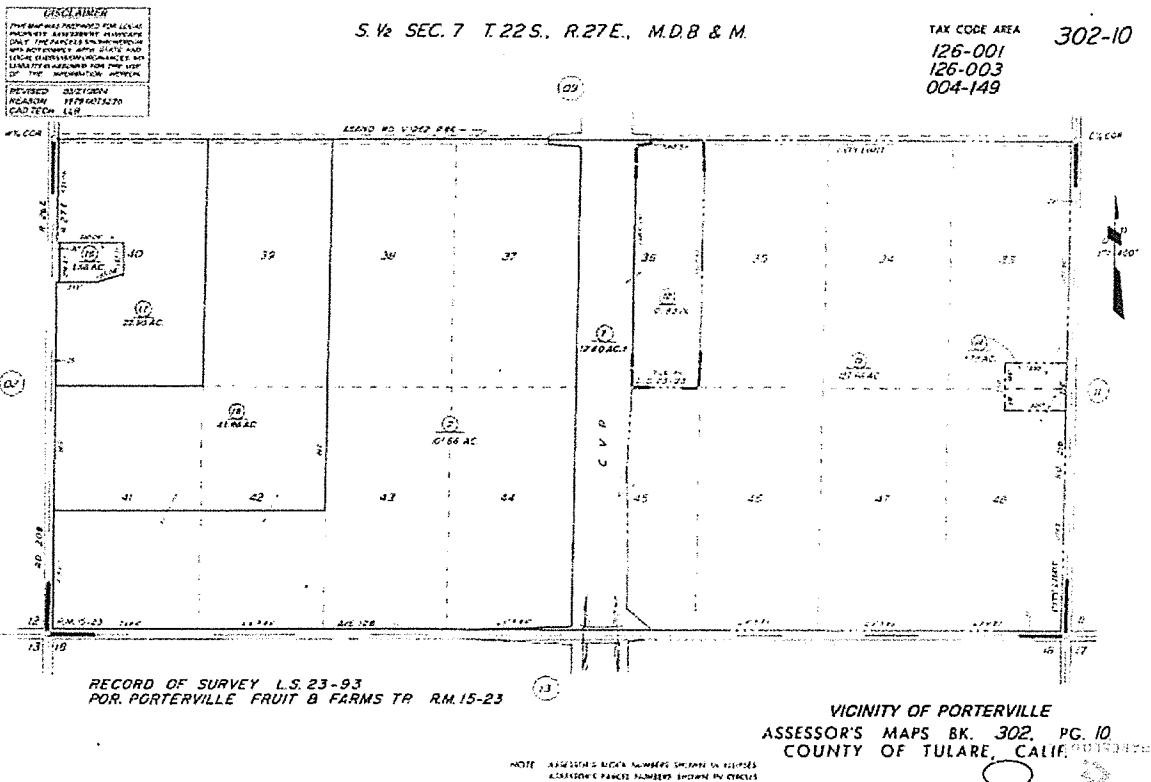
John Lollis, City Clerk

APPROVED AS TO FORM

Julia M. Lew, City Attorney

Execution Version

EXHIBIT A



CITY OF PORTERVILLE
DEVELOPMENT COSTS REIMBURSEMENT PAYMENT PLAN

NOTE
AGREEMENT/LOAN NUMBER _____

\$ _____

Porterville, California

Dated: _____

FOR VALUE RECEIVED, the Tule River Indian Tribe, a federally recognized Indian tribe ("Borrower"), promises to pay to the City of Porterville, a public body corporate and politic, (the "City"), or order, the principal sum of _____ (\$ _____).

1. Borrower's Obligation. This promissory note (the "Note") evidences the Borrower's obligation to pay the City the principal amount of (\$ _____) for the development fees deferred to the Borrower by City related to the _____ project and Development Costs Reimbursement Payment Plan, dated _____, 2021 (the "City Reimbursement Agreement"). All capitalized terms not otherwise defined in this Note shall have the meaning set forth in the City Reimbursement Agreement.

2. Interest. The City Reimbursement Agreement provides for an interest free loan unless Borrower fails to pay under the terms of the Agreement. If a Default occurs (as defined in the City Reimbursement Agreement), a charge equal to interest on the principal amount as if it had been accruing from the date the first payment was due, will be assessed and will continue until such time as the deferred amounts are repaid in full or the Default is cured, at the default rate of the lesser of seven percent (7%), compounded annually, or the highest rate permitted by law.

3. Terms and Repayment Requirements. The term of this Note (the "Term"), shall commence with the date of this Note and shall expire on the date that is ten (10) years after receipt of the first payment under the City Reimbursement Agreement. This Note shall be due and payable as set forth in the City Reimbursement Agreement.

4. No Assumption. This Note shall not be assumable by the successors and assigns of Borrower without the prior written consent of the City.

5. Unsecured. This is an unsecured obligation of the Borrower.

6. Terms of Payment.

(a) All payments due under this Note shall be paid in currency of the United State of America, which at the time of payment is lawful for the payment of public and private debts.

(b) All payments on this Note shall be paid to City at the office of the City, 291 North Main Street, Porterville, California 93257, Attn: City Manager, or to such other place as the City may from time to time designate in writing.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of the Borrower under this Note, if, for any reason whatsoever, the payment of any sums by the Borrower pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that the City may legally charge under the laws of the State of California, then the amount by which payments exceeds the lawful interest rate shall automatically be deducted from the principal balance owing on this Note, so that in no event shall the Borrower be obligated under the terms of this Note to pay any interest which would exceed the lawful rate.

(d) Notwithstanding anything to the contrary herein or the City Reimbursement Agreement, this Note shall be nonrecourse to Borrower and its partners.

7. Default.

(a) Any Default under the City Reimbursement Agreement shall be an Event of Default under this Note, including but not limited to failure to pay any payment required under the terms and conditions therein.

(b) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note shall at the option of the City become immediately due and payable upon written notice by the City to the Borrower without further demand.

(c) The failure to exercise the remedy set forth in Subsection 7(b) above or any other remedy provided by law upon the occurrence of one or more of the foregoing events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by City of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option without the express consent of the City, except as and to the extent otherwise provided by law.

8. Waivers.

(a) The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, and notice of dishonor of the Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that the City may accept further security or release any security for this Note, all without in any way affecting the liability of the Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement by the City with any person now or hereafter liable for payment of

this Note shall operate to release, discharge, modify, change or affect the original liability of the Borrower under this Note, either in whole or in part.

(c) The obligations of the Borrower under this Note shall be absolute and the Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

9. Miscellaneous Provisions.

(a) All notices to the City or the Borrowers shall be given in the manner and at the addresses set forth in the City Reimbursement Agreement, or to such addresses as the City and the Borrower may hereinafter designate.

(b) The Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by the City in the enforcement of the provisions of the Note, regardless of whether suit is filed to seek enforcement.

(c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(d) This Note shall be governed by and construed in accordance with the laws of the State of California.

(e) The times for the performance of any obligation hereunder shall be strictly construed, time being of the essence.

(f) This document, together with the City Reimbursement Agreement, the Joint Powers Agreement between the City of Porterville and the Tule River Tribe for Development of Wastewater and Recycled Water System Facilities Establishing the Porterville Area Development Authority, and the Development and Reimbursement Agreement for Wastewater and Recycled Water System Facilities and Improvements ("Development Agreement"), together contain the entire agreement between the parties as to All Improvements (as defined in the Development Agreement). It may not be modified except upon written consent of the parties.

(g) Sections 9.1 (Limited Waiver of Sovereign Immunity) and 9.2 (Dispute Resolution) of the Joint Powers Agreement between the City of Porterville and the Tule

Execution Version

River Tribe for Development of Wastewater and Recycled Water System Facilities Establishing the Porterville Area Development Authority between the City and the Tule River Tribe are incorporated by reference herein.

[SIGNATURE PAGE FOLLOWS]

Execution Version

Tule River Indian Tribe

By: _____

Its: _____

City of Porterville

By: _____

Its: _____



CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Selection of Preferred Fixed-Route Service Design Concept and Implementation Direction for the Short Range Transit Plan

SOURCE: Public Works

COMMENT: In 2025, the City initiated an update to its Short Range Transit Plan (SRTP) to evaluate opportunities to improve system efficiency, rider experience, and alignment with current travel patterns. The review follows service adjustments implemented earlier this year that consolidated routes and temporarily suspended service on Routes 4 and 6 due to low productivity. These changes improved operational cost recovery but also created service gaps in several high-demand areas, including access to Porterville College.

The design concepts were developed specifically to reestablish fixed-route service to Porterville College and strengthen connections to key educational, employment, and medical destinations throughout the community. The goal of this effort is to ensure that residents, students, and employees have consistent, reliable, and affordable transportation options.

The draft SRTP presents two design alternatives, Concept 4 and Concept 5, each developed to strengthen coverage, simplify operations, and improve frequency. Both concepts are designed to be cost-neutral and operate within existing staffing and fleet resources.

Concept 4 proposes a four-route design operating every 45 minutes. It restores service south of downtown, reintroduces coverage along key corridors such as Westfield Avenue, and provides north-south connections west of Highway 65 to shopping areas along Prospect Street and Henderson Avenue. Each route connects to the downtown Transit Center and serves major destinations including Porterville College, Sierra View Medical Center, and the South County Justice Center.

Concept 5 consolidates service into three routes with enhanced frequency. Route B operates every 30 minutes along Morton Avenue, Henderson Avenue, and Main Street, providing direct service to Porterville College and downtown. Routes A and C operate hourly, maintaining access to schools, medical facilities, and key commercial destinations while simplifying route design and

improving reliability.

Both concepts balance ridership productivity with geographic coverage and are intended to strengthen the long-term sustainability of the City's fixed-route network. Public outreach and technical evaluation indicate that each design would improve connections to educational institutions, employment centers, medical services, and recreational destinations.

The City Council may select one of the proposed service design concepts, or provide alternative direction to modify service parameters consistent with City priorities. Staff will incorporate the Council's direction into the final Short Range Transit Plan and proceed with implementation of the approved service design.

Staff is requesting that the City Council provide direction on which concept best aligns with City priorities and authorize implementation of the selected service network effective January 2, 2026.

RECOMMENDATION:

That the City Council:

1. Review the draft fixed-route service design concepts developed as part of the City's Short Range Transit Plan;
2. Select the preferred service design concept that best aligns with City Council priorities and community needs; and
3. Direct staff to implement the selected service design effective January 2, 2026.

ATTACHMENTS:

1. Draft Service Plan Concepts

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

Porterville SRTP Draft Service Concepts

Draft 2

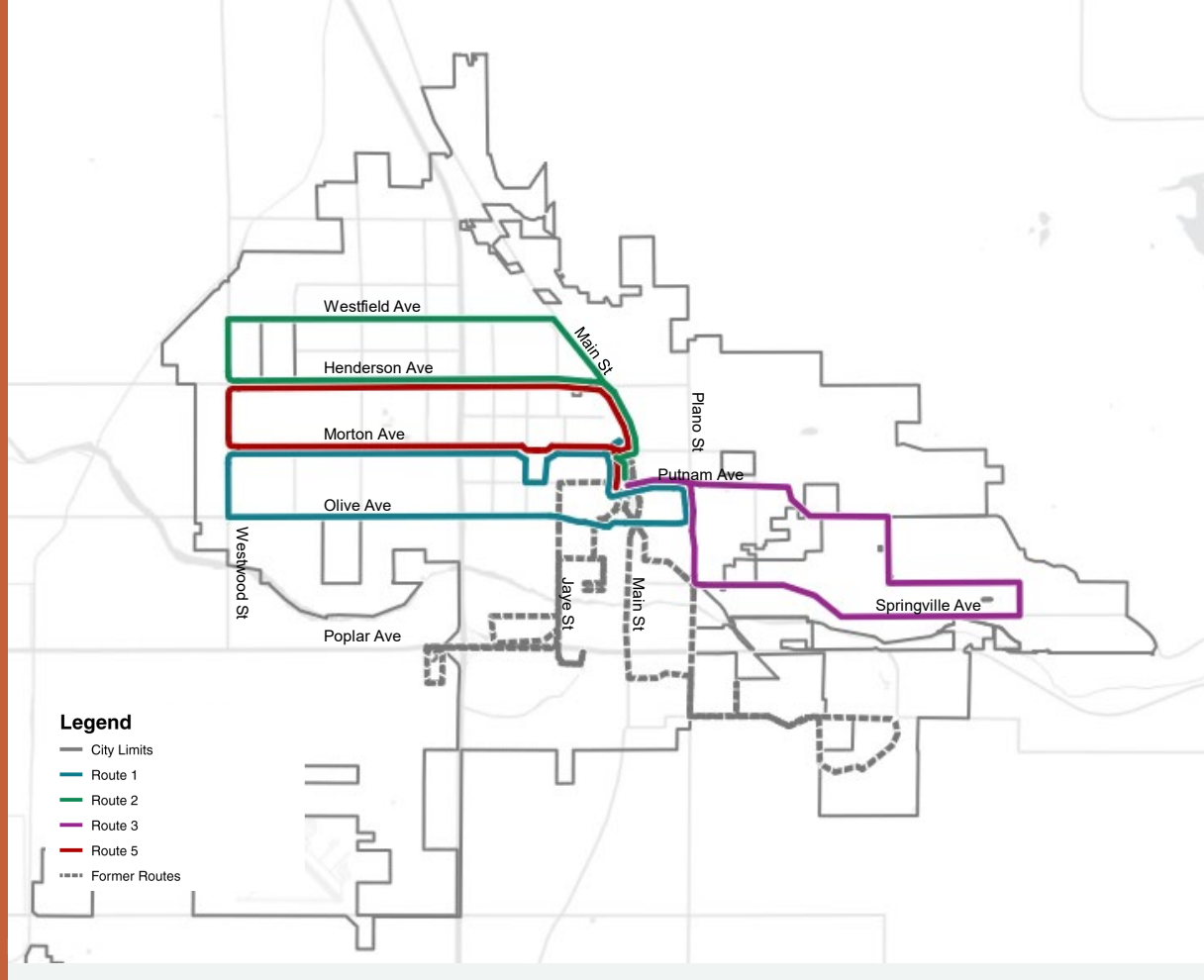
October 9, 2025



FEHR  PEERS

Existing Transit Service

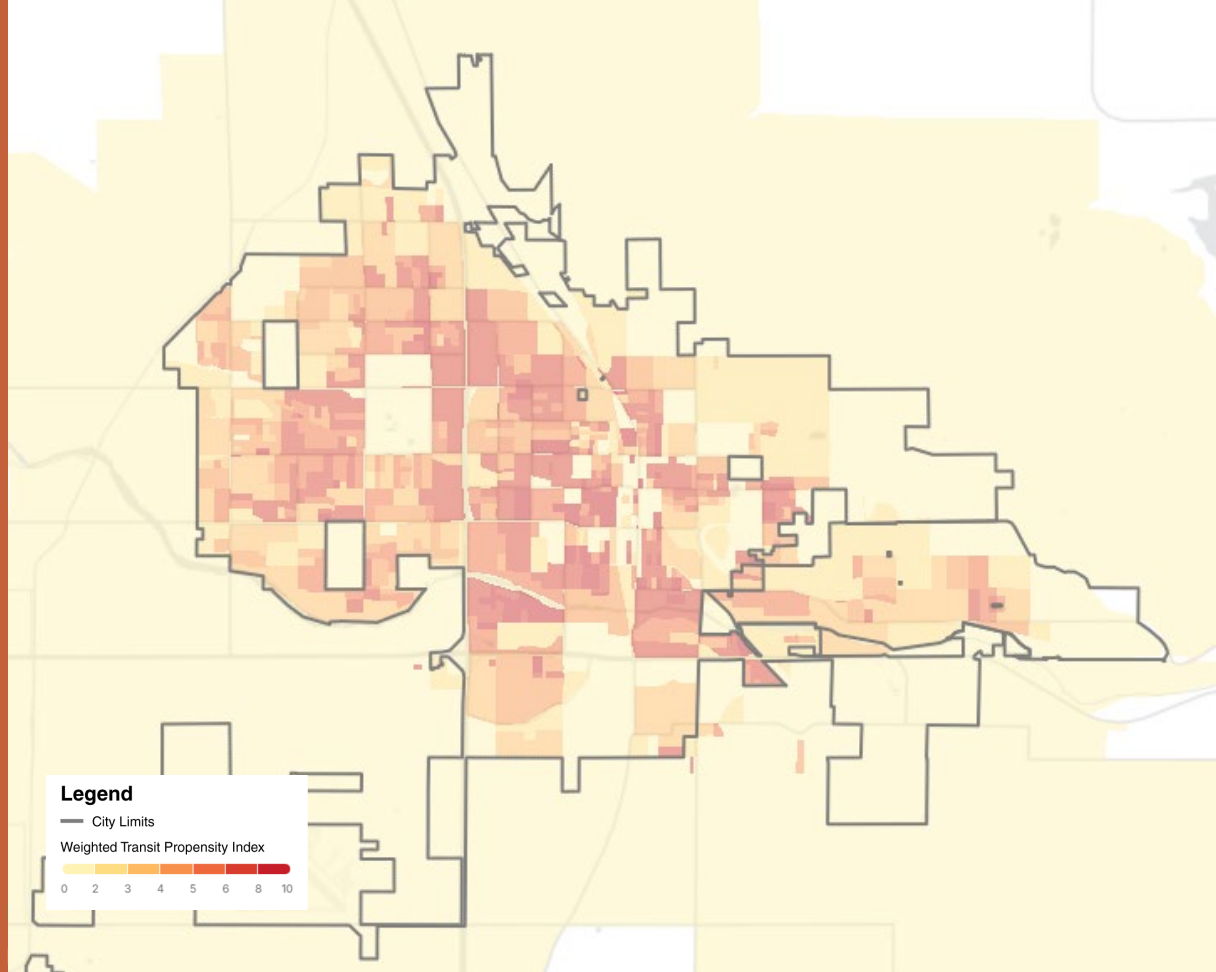
- Service on routes 4 and 6 suspended in July 2025.



Transit Propensity by Census Block

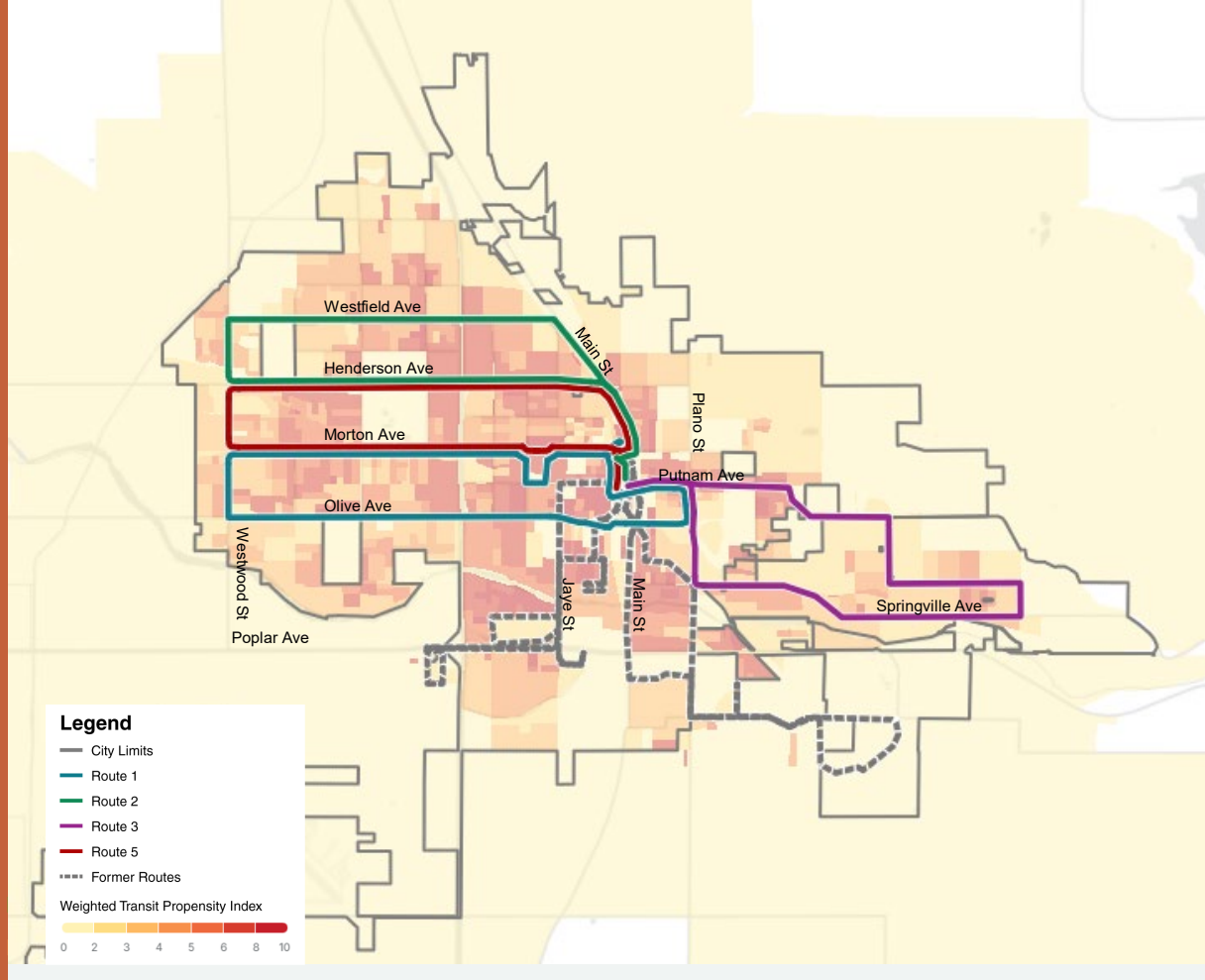
- Density (10% of Score)
- Poverty Rate (10% of Score)
- Zero Vehicle Households (10% of Score)
- Community and Operator-Generated Destinations (40% of Score)
- Planned Housing and Commercial Projects (22% of Score)
- Proximity to Schools (8%)

Score is weighted by population and indexed by natural breaks.



Existing Transit and Transit Propensity

- Noticeable gaps in service to areas with high transit propensity after the removal of Routes 4 and 6



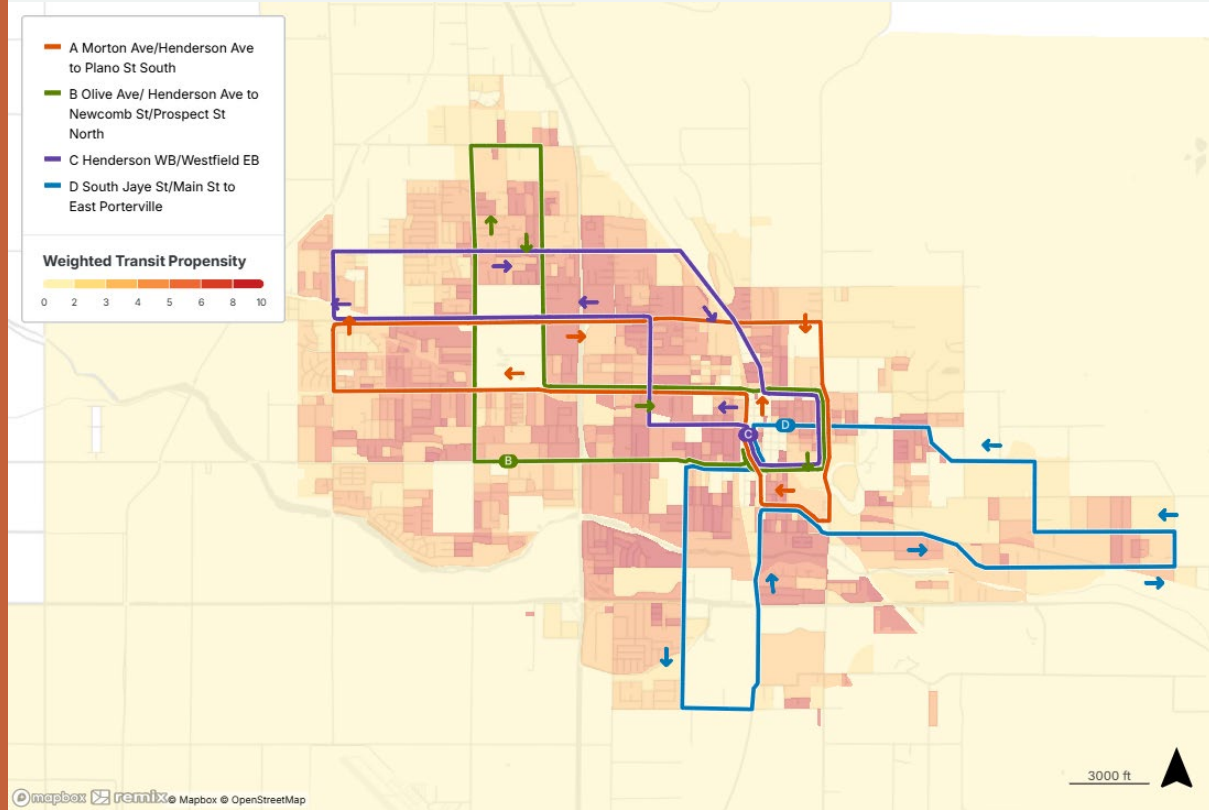
Service Concepts



Concept 4 and Transit Propensity

Modifies current four-route design to restore service south of downtown, and provide north-south service for neighborhoods west of Hwy 65 to reach shopping center at Prospect/Henderson

All routes operate every 45 minutes



Concept 4

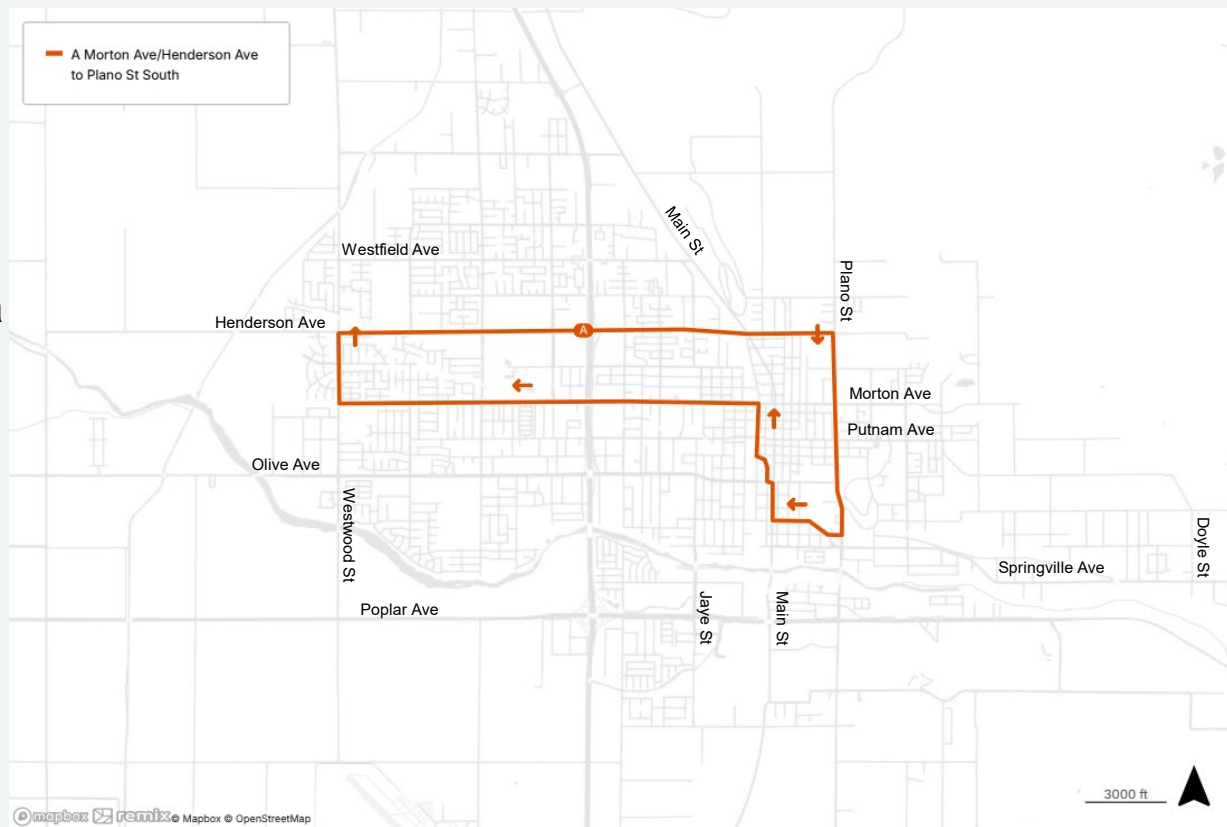
Route A

45-Minute Service

Henderson Ave and Morton Ave to Downtown Porterville via Plano St and D St

Destinations:

- Downtown Porterville
- Prospect St and Henderson Ave Shopping Centers
- Veteran's Park and Zalud Park
- Porterville DMV
- Monache HS
- Porterville Town Center



Concept 4

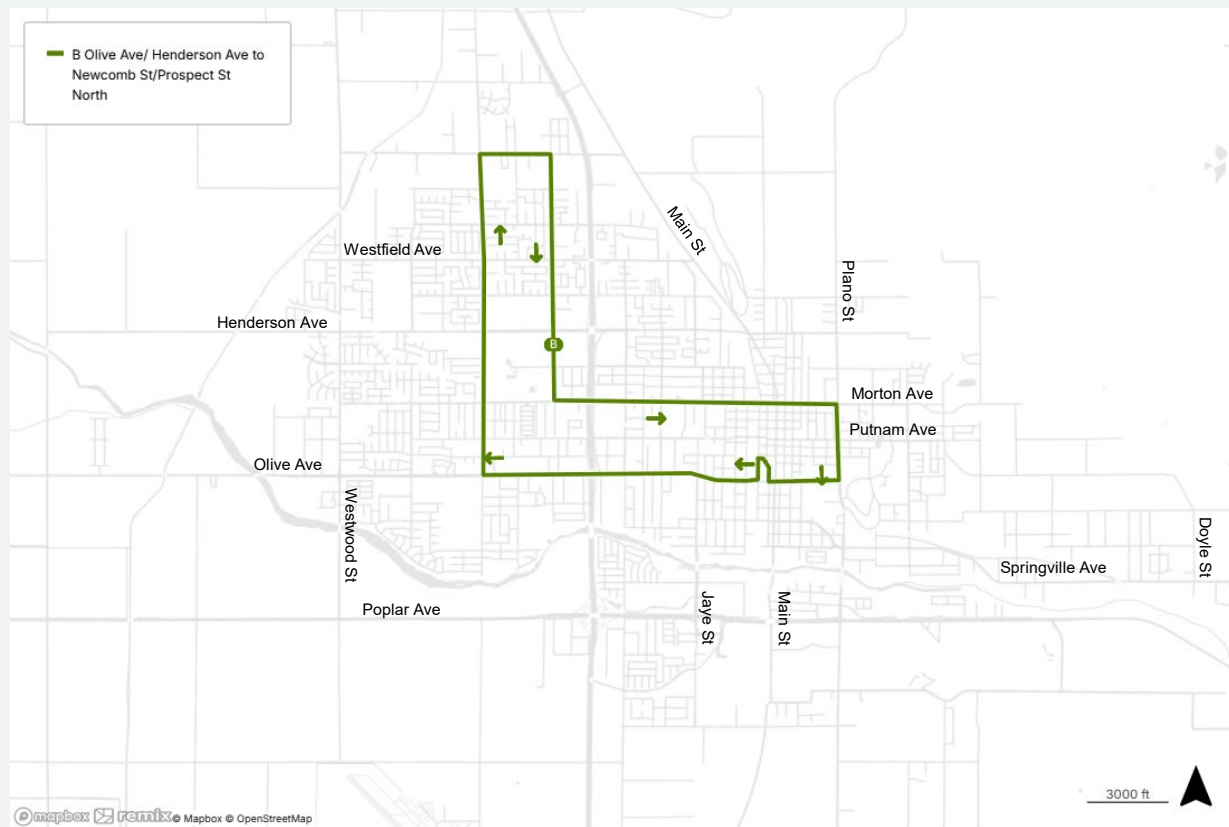
Route B

45-Minute Service

**Morton Ave, Olive Ave,
Prospect St, and
Newcomb St**

Destinations:

- Downtown Porterville
- Sierra View Hospital
- Porterville HS, Monache HS, Sequoia MS
- Prospect St at Henderson Ave Shopping centers
- Veteran's Park
- South County Justice Center



Concept 4

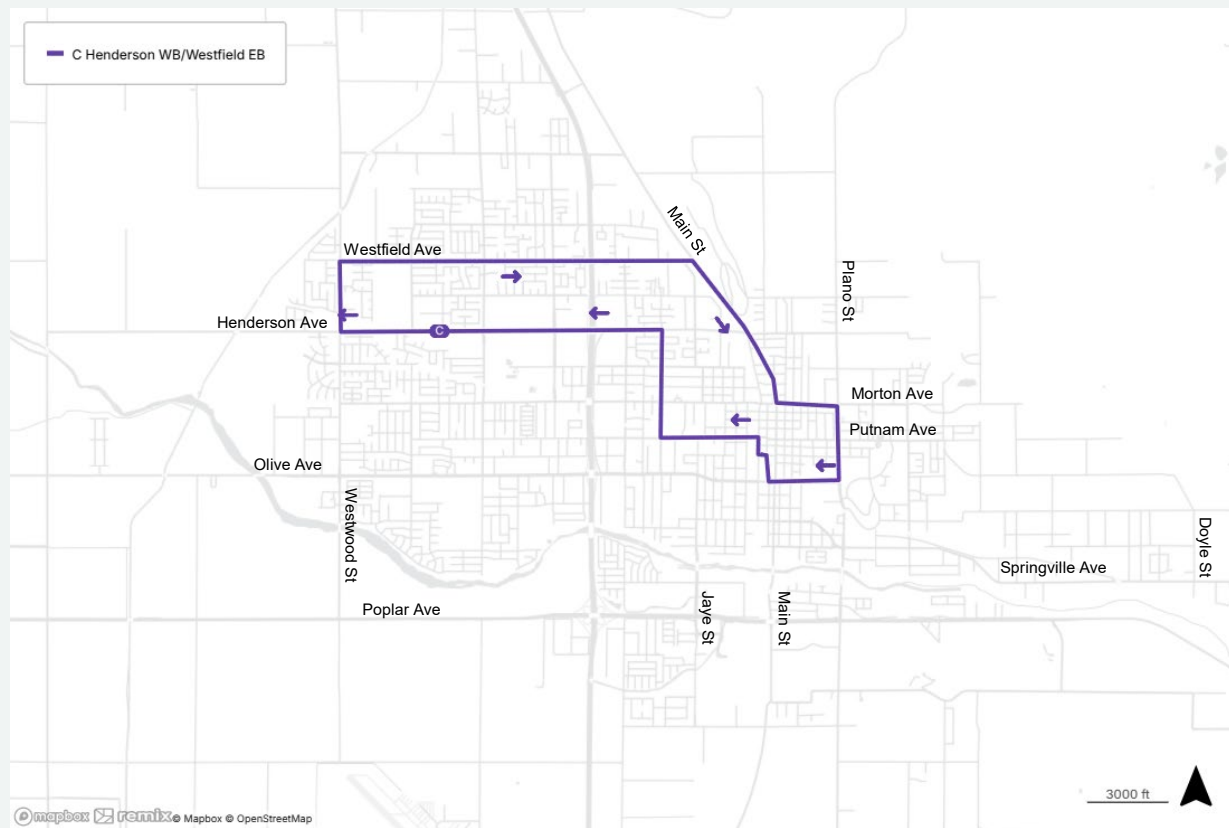
Route C

45-Minute Service

Main St, Westfield Ave, and Henderson Ave to Downtown Porterville

Destinations:

- Downtown Porterville
- Westfield Neighborhood
- Prospect St at Henderson Ave Shopping Centers
- Veteran's Park
- Sierra View Medical Center
- Porterville Town Center
- South County Justice Center



Concept 4

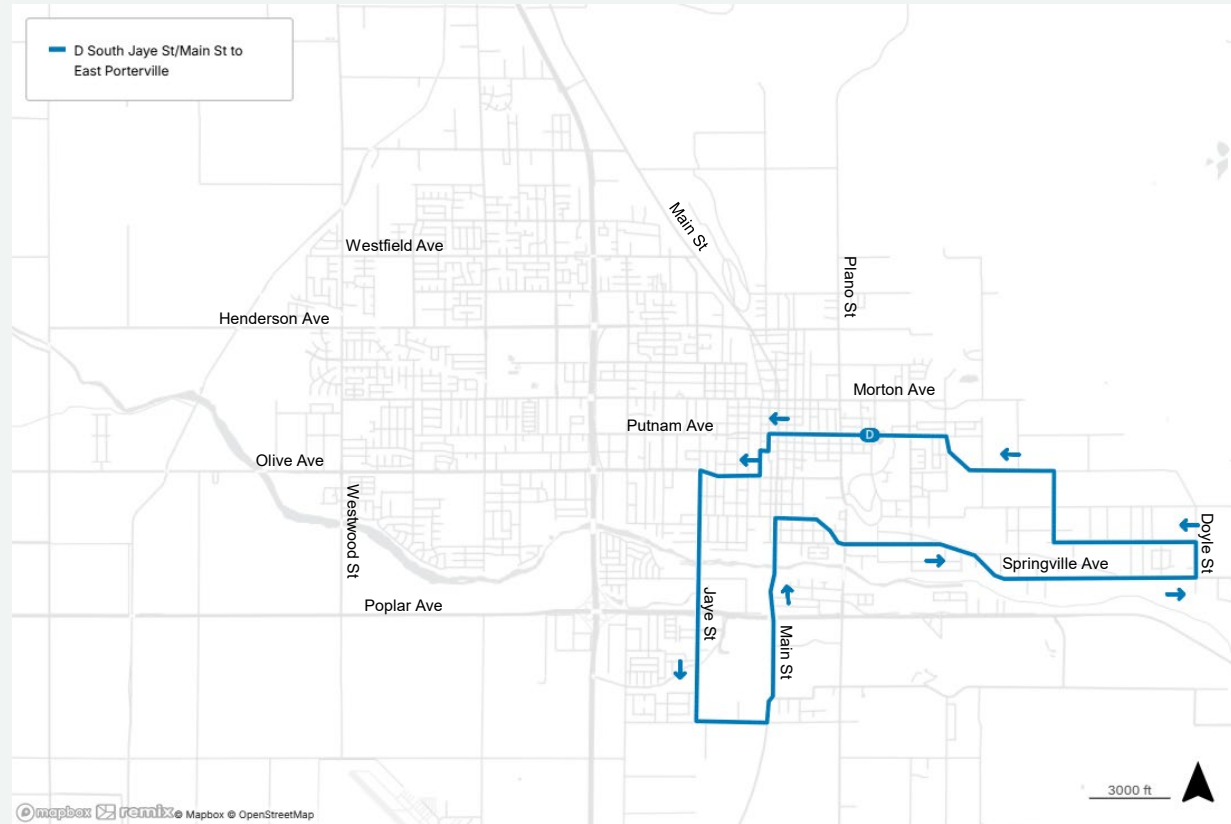
Route D

45-Minute Service

Jaye St and Main St to East Porterville

Destinations

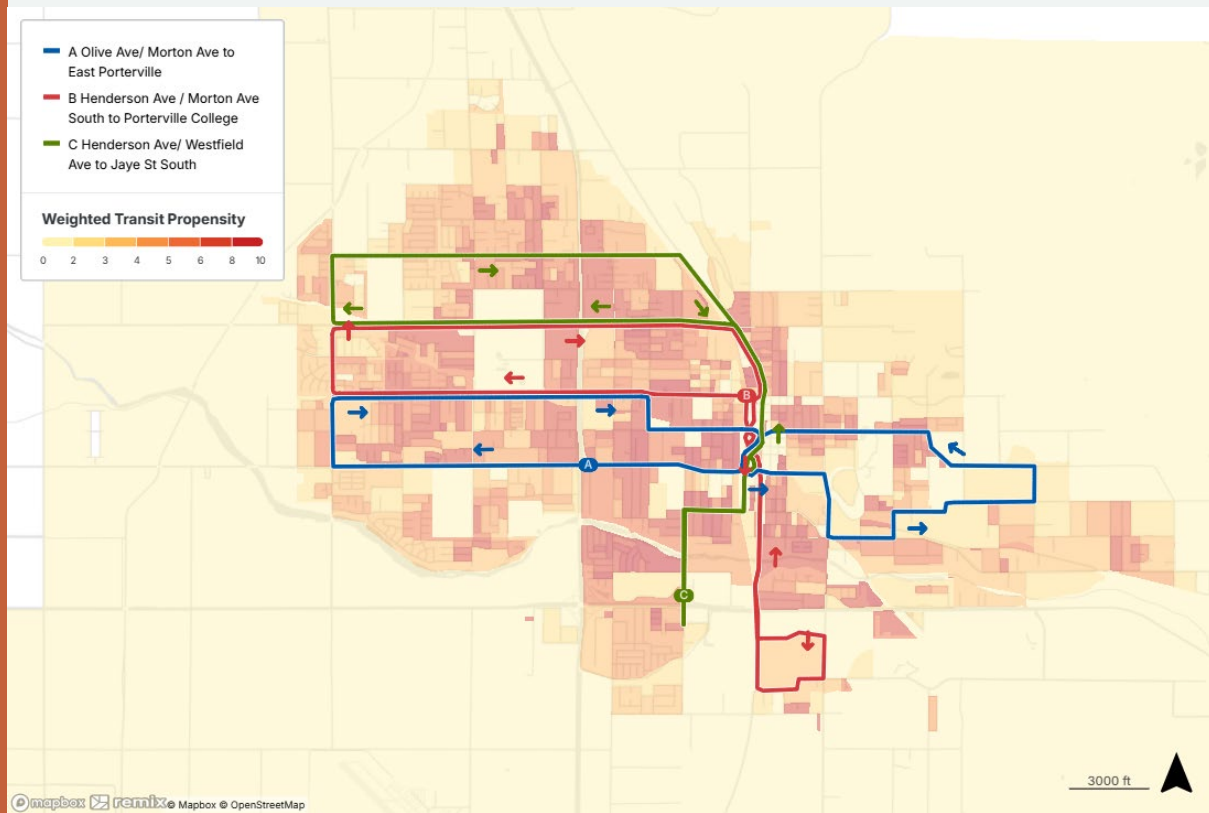
- Downtown Porterville and East Porterville
- Murray Park
- Porterville HS and Granite Hills HS
- Riverwalk Marketplace
- Porterville College



Concept 5 and Transit Propensity

Modifies route design to only three routes and extends routes to restore service south of downtown.

Service every half-hour on Route B (Morton/Henderson and Main Street), routes A and C every hour.



Concept 5

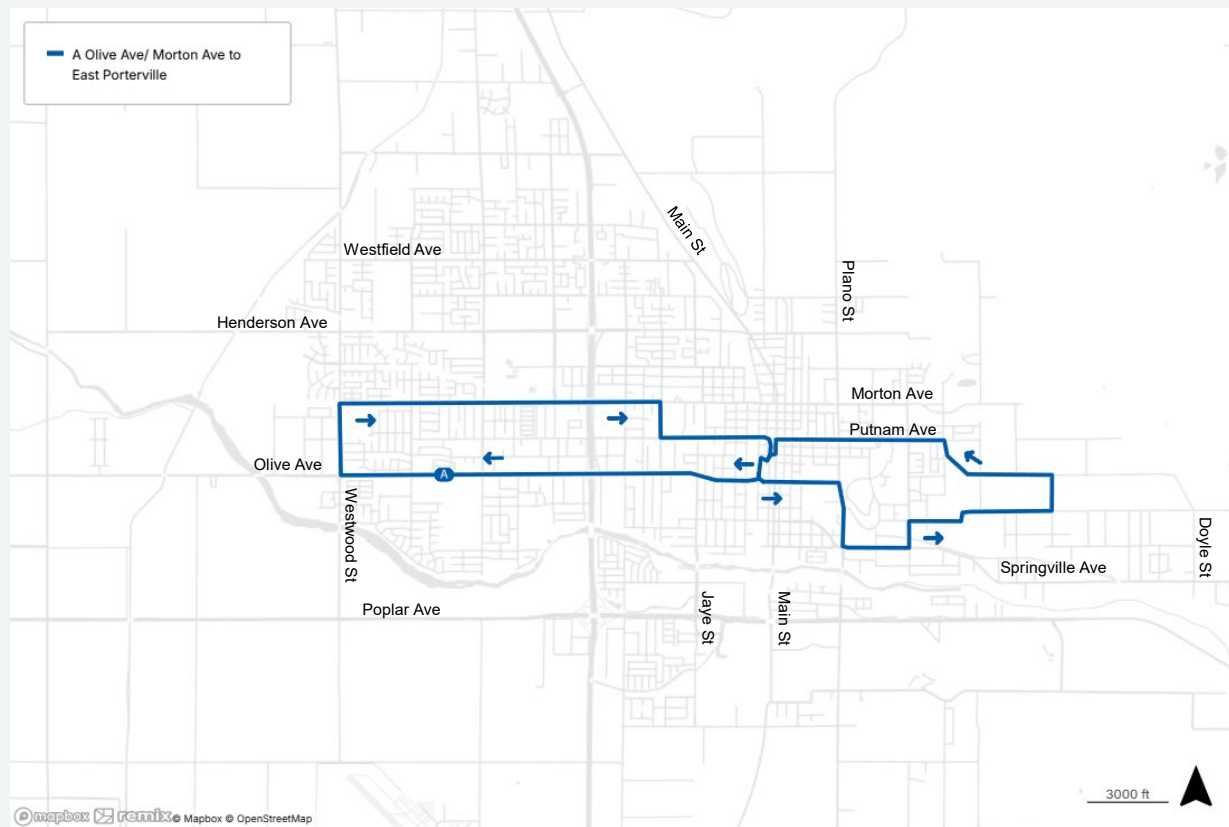
Route A

Hourly Service

**Henderson Ave,
Putnam Ave, and
Olive Ave to East
Porterville**

Destinations

- Downtown Porterville
- Sierra View Hospital
- Porterville HS,
Granite Hills HS,
Summit Charter
Academies
- Murray Park
- East Porterville
- South County Justice
Center



Concept 5

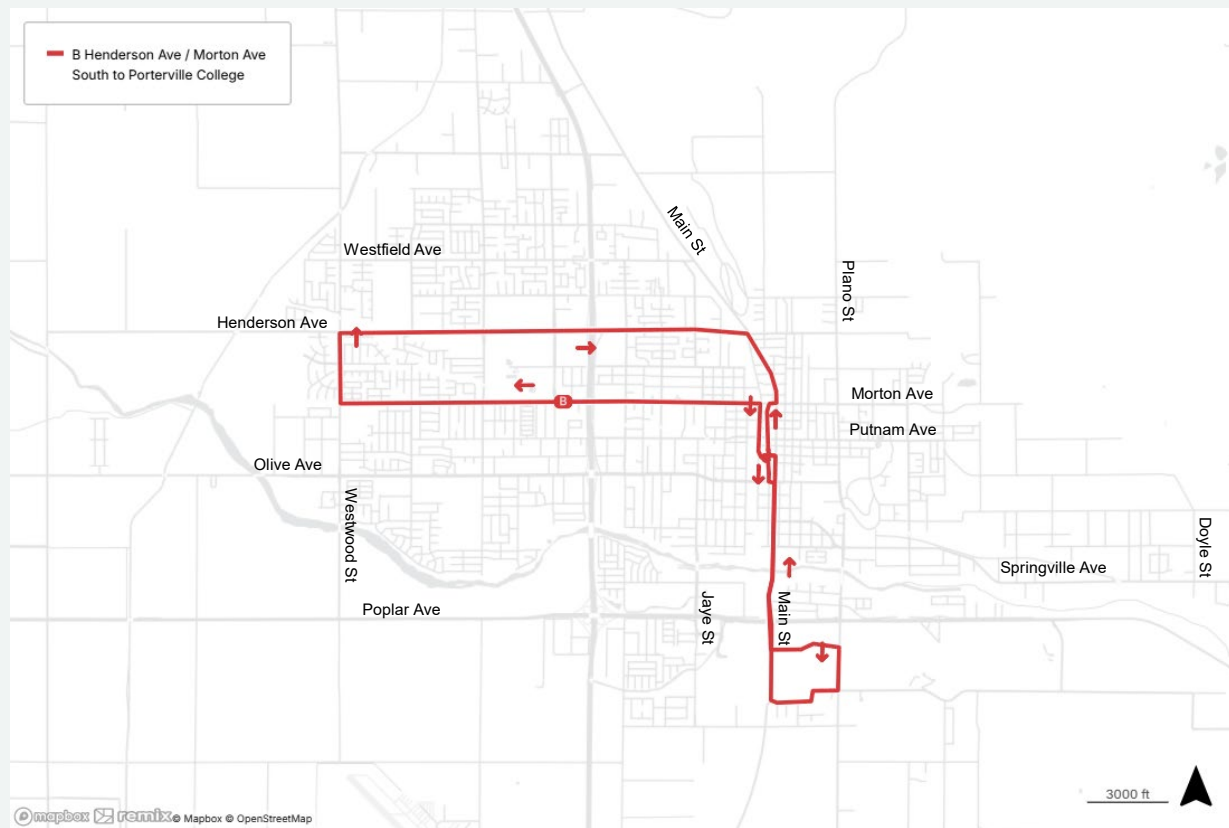
Route B

30-Minute Service

Morton Ave and Henderson Ave to Main St South

Destinations

- Sierra View Hospital
- Porterville College
- Downtown Porterville
- Prospect St and
Henderson Ave
Shopping Centers
- Monache HS
- Veteran's Park, Zalud
Park



Concept 5

Route C

Hourly Service

Henderson Ave and Westfield Ave to Jaye St South

Destinations

- Downtown Porterville
- Prospect St at Henderson Ave Shopping Centers
- Riverwalk Marketplace
- Porterville HS, Monache HS
- Veteran's Park, Zalud Park





CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Discontinuation of Membership in the League of California Cities (CalCities)

SOURCE: City Manager's Office

COMMENT: The League of California Cities (CalCities) represents municipalities across the state and provides advocacy, training, and networking opportunities for city officials. The City of Porterville has maintained membership in CalCities for many years, with annual dues paid from the General Fund.

The City Council has expressed interest in joining an association composed specifically of charter cities, where collaboration focuses on shared governance authority and the protection of local decision-making. While CalCities provides valuable statewide resources, much of its legislative advocacy and policy work centers on the needs of general law cities. Aligning with a charter city association would allow Porterville to more effectively advance policies consistent with its voter-approved charter and municipal priorities.

The City's 2025 CalCities membership dues totaled \$22,794 and are projected to increase by approximately 3% in 2026, for an estimated cost of \$23,478. Discontinuing membership will result in an annual savings of approximately \$23,500, which may be redirected toward membership in an organization representing charter cities or other City Council priorities.

RECOMMENDATION: That the City Council direct staff to discontinue the City's membership in the League of California Cities (CalCities) effective upon the expiration of the current membership period and authorize the City Manager to provide the required notice of withdrawal.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



CITY COUNCIL AGENDA – OCTOBER 21, 2025

SUBJECT: Discussion and Direction Regarding a Draft Ordinance Adding Section 1-23 to the Porterville Municipal Code Establishing the City's Commitment to the Principles of Individual Liberty

SOURCE: City Manager's Office

COMMENT: At the request of the City Council, staff has prepared a draft ordinance that would add Section 1-23 to the Porterville Municipal Code, establishing the City's formal commitment to the principles of individual liberty. The intent of this ordinance is to affirm the City's responsibility to protect the rights of residents and to preserve local control in areas where federal or state actions may infringe on personal freedoms.

The proposed ordinance emphasizes the City's commitment to protecting constitutional rights, including freedom of speech, medical freedom, parental rights, and the right to personal privacy. It declares that no City department, officer, or employee shall enforce or assist in enforcing any law, mandate, or order that the City Council determines to be inconsistent with these principles.

Additionally, the ordinance establishes a framework for the creation of a Legal Defense Assistance Program, which could provide limited legal resources to residents or businesses affected by such mandates or restrictions. Details of the program's structure, administration, and funding would be presented to the City Council separately for review and approval.

Adoption of this ordinance would codify the City's values of personal freedom and local self-governance, while providing a mechanism for future policy decisions consistent with those principles.

Following Council discussion, staff will incorporate any revisions and present the finalized draft ordinance for formal introduction and first reading at a subsequent meeting.

RECOMMENDATION: That the City Council discuss the draft ordinance and provide direction to staff regarding the proposed addition of Section 1-23 to the Porterville Municipal Code.

ATTACHMENTS: 1. Draft Ordinance

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
SETTING FORTH ITS COMMITMENT TO THE PRINCIPLES OF INDIVIDUAL LIBERTY
INCLUDING MEDICAL FREEDOM, PARENTAL RIGHTS AND PROTECTION OF
WOMEN'S SAFE SPACES

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE HEREBY
ORDAINS as follows:

SECTION 1. Section 1-12 ("Commitment to Individual Liberty") is hereby added to Chapter 1
of the Porterville Municipal Code, as follows:

Section 1-23 Commitment to Individual Liberty.

A. Findings:

1. The City Council of the City of Porterville believes the principles of individual liberty and bodily integrity are fundamental to a free and just society, and furthermore are protected by the Federal Constitution and the Constitution of the State of California;
2. The Fourteenth Amendment to the U.S. Constitution sets forth that no State shall "deprive any person of life, liberty, or property, without due process of law."
3. Title IX of the Education Amendments of 1972 (Public Law No. 92-318, codified at 20 U.S.C. Sec. 1681-1688) prohibits discrimination based on sex in education programs and activities that received federal funding.
4. The City Council recognizes, to the fullest extent permitted by applicable law, the fundamental rights of individuals to make informed medical decisions, including the right to choose or refuse medical treatments and interventions;
5. The City Council recognizes that the United States and State of California have enacted laws aimed to safeguard medical liberties, and preventing discrimination in personal health choices, as exemplified by the federal Health Insurance Portability and Accountability Act (HIPPA) and the California Confidentiality of Medical Information Act (CMIA);
6. The United States Supreme Court has repeatedly recognized parents' constitutional right to make decisions concerning the care, custody, and control of their children. [See *Troxel v. Granville*, 530 U.S. 57 (2000).] This includes the right to direct their children's upbringing and education. [*Meyer v. Nebraska*, 262 U.S. 390 (1923); *Pierce v. Society of Sisters*, 268 U.S. 510 (1925).]
7. The City Council believes that, to the fullest extent permitted by law, the residents of the City of Porterville should be entitled to make their own medical and/or parental choices, free from coercion, discrimination, or undue interference;

8. The COVID-19 pandemic and other public health emergencies have raised important questions about the balance between public health orders and individual rights;
9. The City of Porterville is a Charter City directly authorized by the California Constitution and formed by the authority of its people to govern its municipal affairs; and as such, has a direct interest in protecting the individual liberties of its citizens; and
10. As a Charter City, it is the responsibility of the City of Porterville to respect and protect the constitutionally protected rights and freedoms of its residents, in accord with the law.

B. Medical Freedom:

1. The City Council affirms its commitment to protecting individual liberty and medical freedom.
2. Every adult resident of Porterville has the right to make their own informed medical decisions, including the right to consent to or decline medical treatments and interventions, free from coercion, discrimination, or illegal interference.
3. The City of Porterville will not engage in illegal discrimination against individuals based on their vaccination or medical status, and will respect the privacy of individuals' medical information to the extent protected by law.
4. The City of Porterville recognizes the importance of legally established public health measures to promote public health, and to protect the community during public health emergencies.
5. The City of Porterville shall not follow or enforce executive or administrative directives that have been determined to unlawfully infringe upon constitutionally protected rights.
6. The City of Porterville encourages open and respectful dialogue on liberty issues affecting the City and the protection of the public health of the Porterville community, fostering understanding and cooperation among its residents through constitutionally protected free speech and open dialog, without illegal censorship.
7. The City of Porterville will continue to monitor and adapt its policies and practices to protect the rights and freedoms of its residents while also addressing public health concerns, as required by law.

C. Parental Rights:

1. The City Council affirms its commitment that City residents, to the fullest extent required by the Federal and State Constitutions, are entitled to be made aware of information and matters related to their minor children's health and education, including all physical and mental health matters, educational curriculum, or sexual and/or gender orientation, identity or expression.

D. Protection from Discrimination:

1. The City Council affirms its commitment that City residents, to the fullest extent provided for by the State and Federal Constitution, are entitled to legal protections against discrimination, including discrimination based on sex, and women are entitled to equal educational opportunities and safe private environments in order to minimize the risk of sexual harassment and violence,

E. Legal Challenges.

1. Based on the findings set forth in subsection (A) above, the City has direct interest in protecting parents and children due to the impact of State legislation that illegally infringes on the individual liberties of its community members.
2. The City Council hereby authorizes the establishment of a legal defense assistance program and fund, which said fund to be established at such time that funding is expressly determined by the City Council to be available and set forth in the City's budget for such purpose.
3. The scope and requirements of the program shall be set forth by Resolution of the City Council.

SECTION 2. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment]. In addition to the foregoing general exemption, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. Furthermore, this ordinance is exempt pursuant to California Business and Professions Code Section 26055(h) on the basis that the adoption of this ordinance that require discretionary review under CEQA to approve licenses to engage in commercial cannabis activity in the City. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

SECTION 3. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Porterville, or any official, employee or agent thereof.

SECTION 4. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 5. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Porterville hereby declares that it would have

adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 6. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Porterville Municipal Code as amended by this ordinance are substantially the same as provisions in the Porterville Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 7. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2025.

Greg Meister, Mayor

///

ATTEST:

_____, City Clerk

By: _____
Fernando Gabriel-Moraga, Deputy City Clerk