



CITY OF PORTERVILLE - CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JANUARY 20, 2026, 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: Larry Bennett. Agency claimed against: City of Porterville.
- 2 - Government Code Section 54956.95 – Liability Claim: Claimant: Octavio Robinson. Agency claimed against: City of Porterville.
- 3- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Cox v. City of Porterville, United States District Court, Eastern District, Case No. 1:24-cv-00878-KES-SAB.
4. - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Louis Cruz v. City of Porterville, et al., U.S. District Court, Eastern District, Case No. 1:25-CV-00293-JLT-EPG.
- 5 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Higgins v. City of Porterville, Tulare County Superior Court Case No. PCU328941.

6 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Southern California Gas Company v. Everlevel Holdings LLC, et al, Tulare County Superior Court Case No. PCU328998.

7 - 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 Mayor Meister

Invocation

PRESENTATIONS

Employee of the Month - Sabrina Duran
Recreation Center Project Update

REPORTS

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

- I. City Commission and Committee Meetings
 1. Animal Control Commission - January 8, 2026
 2. Library & Literacy Commission - January 13, 2026
 3. Youth Commission - January 14, 2026

- II. Staff Informational Reports
 1. Termination of Reduced Microtransit Fare Program
 2. Transit Ridership Report — Second Quarter FY 2025–26 (October–December 2025)

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.

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 Street Name Signs**
Re: Consideration to purchase street name signs and hardware from KRC Safety Co., Inc. in an amount not to exceed \$6,364.
- 2. Authorization to Purchase Utility and Chipper Truck Bodies**
Re: Consideration to purchase two utility truck bodies from Douglass Truck Bodies in an amount not to exceed \$120,002.01, and one chipper truck body from Scelzi Enterprises in an amount not to exceed \$52,461.13.
- 3. Authorization to Purchase Arena Soccer Uniforms**
Re: Consideration of the purchase of uniforms for the 2026 Arena Soccer program from Net World Sports at the price of \$21.99 per player.
- 4. Authorization to Purchase Street Sweeper Blower Wheel**
Re: Consideration to purchase a replacement blower wheel for Street Sweeper No. 6685 from GCS Environmental Equipment in an amount not to exceed \$8,233.
- 5. Authorization to Purchase Hydraulic Pump**
Re: Consideration to purchase a hydraulic pump for Vehicle No. 6611 from Ray Gaskin Service in an amount not to exceed \$11,656.21.
- 6. Approval of Option to Purchase, Purchase and Sale Agreement with Self-Help Enterprises for the Springville Avenue Property**
Re: Consideration of an Option to Purchase and Purchase and Sale Agreement with Self-Help Enterprises for the Springville Avenue property (APN: 260-300-034) and authorize the City Manager to execute the agreement and related documents.
- 7. Authorization to Repair City Well No.26**
Re: Consideration to repair City Well No. 26, including the purchase and installation of a replacement VFD from Carver Pump Service, in an amount not to exceed \$21,556.
- 8. Authorization to Repair Refuse Truck (Unit No. 6676)**
Re: Consideration to repair Refuse Roll-Off Truck No. 6676 by Viking Trailer in an amount not to exceed \$6,863.54.
- 9. Authorization to Renew FirstTwo Software Subscription for the Police Department**
Re: Consideration to renew the FirstTwo software subscription for a two-year term in the amount of \$15,000.
- 10. Authorization to Issue Request for Proposals for Solar Maintenance Services**
Re: Consideration to approve the draft Request for Proposals for Solar Maintenance Services, authorize staff to advertise the RFP, and direct staff to negotiate and return a contract for City Council consideration.
- 11. Acceptance of Project - Main Street Reconstruction, Phase 2A**
Re: Consideration of acceptance of the Main Street Reconstruction, Phase 2A project, generally located on Main Street between Garden Avenue and Putnam Avenue, by MAC General Engineering, as complete at the total project construction cost of \$1,902,021.56.

12. **Acceptance of Project - Villa Street Reconstruction**
Re: Consideration of acceptance of the Villa Street Reconstruction Project, generally located on Villa Street between Olive Avenue and Henderson Avenue (excluding the Porter Slough Bridge crossing), by Dawson-Mauldin, LLC, as complete at the total project construction cost of \$12,301,702.45.
13. **Authorization to Apply for CDBG-DR Funding for Tule River Channel Restoration**
Re: Council to consider authorization to apply for Community Development Block Grant – Disaster Recovery funding for the Tule River Channel Restoration Project through submission of an application by the County of Tulare on behalf of the City.
14. **Ratification of New Classification and Approval of Job Description for Police Department Training Coordinator**
Re: Consideration to approve the establishment of a Police Department Training Coordinator classification at Range 192 (\$4,449 – \$5,430) and approve the corresponding job description.
15. **Consideration of Appointment to the Parks & Leisure Services Commission**
Re: Considering the appointment of an individual to serve a four-year term on the Parks & Leisure Services Commission.
16. **Status Report - Developer Impact Fees**
Re: Accept the Status Report on Developer Impact Fees for the fiscal year ended June 30, 2025.
17. **Consideration of a Virtual State of the City Address**
Re: Consider the Mayor’s request to direct staff to place an item on the February 3, 2026, City Council meeting agenda to further consider a Virtual State of the City address.
18. **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

19. **Consideration of Text Amendment to Series 200 of the Porterville Development Ordinance**
Re: Hold the public hearing, and consider the first reading of an ordinance amending Series 200, Chapter 202 of the Porterville Development Ordinance to add laundromats and self-service cleaning facilities as permitted uses in the D-MX zoning district and to allow reduced shopping center setbacks.
20. **Consideration of Text Amendment to Series 600 of the Porterville Development Ordinance**

Re: Hold the public hearing, and consider the first reading of a draft ordinance approving a text amendment to Series 600 of the Development Ordinance to add Article 614 (By-Right Approval) as required by State law and Housing Element Program 3.

21. Amendment to the City Code - Changes to the Special Speed Zones and Traffic Control (Plano Street from State Route 190 to Worth Avenue)

Re: Consideration to approve the introduction of an Ordinance amending the posted speed limits on Plano Street from State Route 190 to Worth Avenue, authorize conversion of the Plano Street and College Avenue intersection to a multi-way stop, and direct staff to install required signage.

22. Adoption of the 6th Cycle Housing Element

Re: Hold a public hearing, and consider the adoption of a resolution approving the 6th Cycle Housing Element Update for the 2023–2031 planning period, and submit the adopted Housing Element to the California Department of Housing and Community Development for certification.

SCHEDULED MATTERS

23. Authorization to Continue Operations of the Porterville Armory Emergency Shelter

Re: Council to consider the continuation of the Porterville Armory Emergency Shelter through February 2026 and direct staff to coordinate the closure of the Emergency Shelter with the Navigation Center.

24. Direction to Proceed with Selected City Charter Amendments

Re: Council to consider and confirm the selected City Charter amendments and direct the Charter Review Committee to review ballot language and develop a proposed sequencing and timeline for City Council consideration.

25. Consideration of Updated City Council Order of Business

Re: Consider and adopt a resolution rescinding Resolution 105-2025 and establishing a revised Order of Business for City Council meetings.

AB 1234 REPORTS

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

1. Tule River Improvement JPA - January 5, 2026
2. Local Initiatives Navigation Center Committee (LINC) - January 7, 2026
3. Eastern Tule Groundwater Sustainability Agency (ETGSA) - January 8, 2026
4. Mighty 190 Committee Meeting - January 12, 2026
5. Porterville Area Development Authority (PADA) - January 16, 2026 - Cancelled

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT

- to the meeting of February 3, 2026, 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 – JANUARY 20, 2026

SUBJECT: 1. Termination of Reduced Microtransit Fare Program

SOURCE: Transportation

COMMENT: At the City Council meeting on July 15, 2025, the City Council authorized staff to implement a reduced Microtransit fare program for trips that originated or terminated at Porterville College. With the reinstatement of Fixed Route #4 service to Porterville College, the reduced Microtransit fare program is no longer necessary and was terminated effective December 31, 2025.

There is no fiscal impact associated with terminating the reduced Microtransit fare program. The fare subsidy was funded through Local Community Transit Operations Program (LCTOP) grant funds, which have been fully expended.

RECOMMENDATION: This report is informational.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

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



SUBJECT: 2. Transit Ridership Report — Second Quarter FY 2025–26 (October–December 2025)

SOURCE: Transportation

COMMENT: This report provides an overview of transit ridership activity for the second quarter of Fiscal Year 2025–26, covering the months of October, November, and December 2025. Ridership performance is reported for the three primary transit service types: Fixed Route, paratransit (Dial-a-Colt), and microtransit (transPORT).

Fixed Route services experienced a decline in second-quarter ridership when compared to the same period in the prior fiscal year. The primary contributing factor to this decline was the reinstatement of transit fares in December 2025 following an extended fare-free period. Fare reinstatement typically results in an immediate reduction in ridership as customers adjust to the change. Reduced school-related transportation demand in December historically contributed to second-quarter decreases and served as a secondary factor during this reporting period.

Paratransit (Dial-a-Colt) ridership increased year-over-year during the second quarter, reflecting continued demand for ADA-accessible transportation services. Microtransit (transPORT) ridership remained relatively stable, with a modest decrease observed compared to the same quarter in the prior fiscal year.

Staff will continue to monitor ridership trends and evaluate the ongoing impacts of fare reinstatement and seasonal travel patterns.

This report is provided for informational purposes only; no Council action is required.

<u>Service Type</u>	<u>Q2 FY 24/25</u>	<u>Q2 FY 25/26</u>	<u>% Change</u>
Fixed Route	105,697	67,673	-36%
Dial-A-COLT	1,894	3,199	+69%
transPORT	5,690	5,129	-10%

RECOMMENDATION: This report is informational.

ATTACHMENTS: 1. Q2 FY 25-26 - Transit Ridership Report

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

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

Porterville Transit
Q2 FY 25/26
Ridership Report

FIXED ROUTE

Month	Route 1			Route 2			Route 3			Route 4			Route 5			Route 6			Total		
	FY 24/25	FY 25/26	%	FY 24/25	FY 25/26	%	FY 24/25	FY 25/26	%	FY 24/25	FY 25/26	%	FY 24/25	FY 25/26	%	FY 24/25	FY 25/26	%	FY 24/25	FY 25/26	%
July	4957	6910	39%	4753	5696	20%	5143	6700	30%	2185	446	-80%	4874	6320	30%	2200	0		24112	26072	8%
August	6860	7676	12%	5959	6690	12%	7256	8738	20%	3693	613	-83%	6155	6235	1%	3562	0		33485	29952	-11%
September	6979	7116	2%	6011	6318	5%	8225	9033	10%	4442	578	-87%	6167	5996	-3%	3345	0		35169	29041	-17%
October	7631	7901	4%	6953	6427	-8%	8912	9350	5%	4985	600	-88%	7225	6598	-9%	4029	0		39735	30876	-22%
November	6779	6077	-10%	6142	5170	-16%	7180	6873	-4%	3937	536	-86%	6827	5599	-18%	3356	0		34221	24255	-29%
December	6245	2889	-54%	6263	3381	-46%	6482	3352	-48%	2939	282	-90%	6490	2638	-59%	3322	0		31741	12542	-60%
January	6955			6491			7096			3347			6386			3496	0		33771	0	
February	6786			6074			6760			4070			6388			3459	0		33537	0	
March	7312			7017			7962			3905			7451			3835	0		37482	0	
April	7489			6666			8564			4499			7474			4143	0		38835	0	
May	7945			6920			9094			4064			7496			4110	0		39629	0	
June	6592			6515			6696			2908			6660			3300	0		32671	0	
Q1	18796	21702	15%	16723	18704	12%	20624	24471	19%	10320	1637	-84%	17196	18551	8%	9107	0	0%	92766	85065	-8%
Q2	20655	16867	-18%	19358	14978	-23%	22574	19575	-13%	11861	1418	-88%	20542	14835	-28%	10707	0	0%	105697	67673	-36%
Total	82530	38569	-53%	75764	33682	-56%	89370	44046	-51%	44974	3055	-93%	79593	33386	-58%	42157	0	0%	414388	152738	-63%

DIAL-A-COLT			
Month	FY 24/25	FY 25/26	%
July	402	1082	169%
August	469	1182	152%
September	524	1255	140%
October	657	1319	101%
November	618	1078	74%
December	619	802	30%
January	0	0	#DIV/0!
February	0	0	#DIV/0!
March	0	0	#DIV/0!
April	0	0	#DIV/0!
May	0	0	#DIV/0!
June	0	0	#DIV/0!
Q1	1395	3519	152%
Q2	1894	3199	69%
Total	3289	6718	104%

transport			
Month	FY 24/25	FY 25/26	%
July	2106	2021	-4%
August	2037	1825	-10%
September	1794	1613	-10%
October	1984	1803	-9%
November	1853	1539	-17%
December	1853	1787	-4%
January	0	0	#DIV/0!
February	0	0	#DIV/0!
March	0	0	#DIV/0!
April	0	0	#DIV/0!
May	0	0	#DIV/0!
June	0	0	#DIV/0!
Q1	5937	5459	-8%
Q2	5690	5129	-10%
Total	11627	10588	-9%



CITY COUNCIL AGENDA – JANUARY 20, 2026

SUBJECT: Authorization to Purchase Street Name Signs

SOURCE: Public Works

COMMENT: City staff is requesting authorization to purchase new street name signs to replace deteriorated signage identified during recent field evaluations. The Street Division maintains the City’s street name sign inventory to ensure clear roadway identification for residents, visitors, and emergency responders. Over time, exposure to weather and normal wear has reduced the legibility and retroreflectivity of some existing signs.

Recent assessments identified numerous locations where signage has faded, sustained damage, or no longer meets current Manual on Uniform Traffic Control Devices (MUTCD) retroreflectivity standards. These conditions may affect nighttime visibility, emergency response, and general navigation, particularly at intersections and along higher-traffic corridors.

To address these needs, staff obtained three competitive quotes for the purchase of street name signs and associated mounting hardware. The following quotes were received:

Vendor	Quote
KRC Safety Co.	\$5,785.34
T&T Pavement Markings	\$6,036.72
Zumar Industries	\$9,826.77

KRC Safety Co., Inc. submitted the lowest responsive quote. The total project cost, including signs, hardware, taxes, and a 10% contingency, will not exceed \$6,364. Funding for this purchase is available in the General Fund Street Signal, Sign, and Striping operating budget.

RECOMMENDATION: That the City Council authorize the purchase of street name signs and hardware from KRC Safety Co., Inc. in an amount not to exceed \$6,364.

ATTACHMENTS:

1. KRC Safety Co. Quote
2. T&T Pavement Markings Quote
3. Zumar Industries Quote

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Acting Public Works Director

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



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

Sales Quote

Date	Estimate #
1/6/2026	26-040

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

Ship To
CITY OF PORTERVILLE 291 NORTH MAIN STREET PORTERVILLE, CA 93257

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

Description	Qty	Rate	Total
Street Name Sign - 24x9 Custom, .080 Aluminum HIP, Double Sided, Printed	15	55.09	826.35T
Street Name Sign - 30x9 Custom, .080 Aluminum HIP, Double Sided, Printed	16	83.13	1,330.08T
Street Name Sign - 36x9 Custom, .080 Aluminum HIP, Double Sided, Printed	13	70.76	919.88T
Street Name Sign - 42x9 Custom, .080 Aluminum HIP, Double Sided, Printed	14	101.21	1,416.94T
Street Name Sign - 48x9, Custom, .080 Aluminum HIP, Double Sided, Printed	2	115.68	231.36T
Street Name Sign - 5 1/2" Bracket / Flat Blade to 2 3/8" Round Post	30	9.50	285.00T
Street Name Sign - Cross Piece FLAT 90 Degree w/ 5-1/2" Blade	30	10.75	322.50T

- Quote good for 30 days from quote date. - 3% fee will be charged on all credit card transactions - Payment terms are NET 30 unless stated differently on quote. An additional 2% per month interest charge will be charged on all invoices not paid within 30 days. This rate is based on your past due balance at the end of each billing period. - Applicable sales tax will be added at time of delivery. - Unless otherwise noted contractor is responsible for all unloading and loading of materials.	Subtotal	\$5,332.11
	Sales Tax (8.5%)	\$453.23
	Total	\$5,785.34



Quote

EIN #81-4165560 - License #687921 - CA Small Bus #: 2004666

3276 W. Sussex Way
Fresno, CA 93722

Phone: 559-275-2879
Fax: 559-229-2527
tandtpavemark@hotmail.com
CA Small Business #2004666

DATE: 12/2/2025
QUOTE #: 25-631

CUSTOMER:
City of Porterville 291 N. Main St. Porterville, CA 93257

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING PRODUCT/EQUIPMENT:

Qty	Description	Cost	Total
20	24x9, HIP with 1160 overlay	57.00	1,140.00T
21	30x9, HIP with 1160 overlay	68.00	1,428.00T
15	36x9, HIP with 1160 overlay	80.00	1,200.00T
2	42x9, HIP with 1160 overlay	91.00	182.00T
2	48x9, HIP with 1160 overlay	102.00	204.00T
60	#809, round post cap for 2 3/8" OD, 6" blade, flat, bolt thru w/set screws	11.73	703.80T
60	#809, 90 degree cross, 6" blade, flat, bolt thru w/set screws	11.13	667.80T

*PLEASE NOTE: PAYMENTS MADE BY CREDIT CARD ON FINAL INVOICE WILL BE SUBJECT TO AN ADDITIONAL 3.5% SURCHARGE ON THE TOTAL COST TO COVER FEES.

Sales Tax: (9.25%) \$511.12

Upon acceptance of this proposal, please sign and fax/email to our office. Order will not process until signature is received.

Total: \$6,036.72

Proposal is not valid after 30 days without a signature.

Signature

Date



Celebrating 70 Years

ISSUE PO TO

ZUMAR
12015 Steele Street South
Tacoma, WA 98448

ESTIMATE

ESTIMATE NUMBER: 81574
DATE ESTIMATED: 1/5/2026

BILL TO

CITY OF PORTERVILLE
291 N MAIN ST
FIN-AP@CI.PORTERVILLE.CA.US
PORTERVILLE, CA 93257 UA

SHIP TO

CITY OF PORTERVILLE
555 N. PROSPECT ST
ATTN: JOE BAEZA
PORTEVILLE, CA 93257 US

CUST. NO.	ACCOUNT MANAGER	TERMS	FOB	ESTIMATED SHIP DATE
000582	Marina Robles N.C.	Net 30	FOB Origin	

FRT: \$ 225.00 TAX: \$ 812.97 ESTIMATE TOTAL: \$ 9,826.77

ITEM	PART NUMBER	QUANTITY ESTIMATED	UNIT PRICE	UOM	TOTAL PRICE
	DESCRIPTION				
001	100-1740 SN92CAP SN9 2" ROUND CAP 2-3/8" BLADE CAP FOR ROUND POST	60	9.08	EA	544.80 USD
002	100-1739 SN95821G SN9 5/8" X 21" CARRIAGE BOLT GALV	60	7.46	EA	447.60 USD
003	100-1738 SN9WASHER58G 5/8" GALV FLAT WASHER FOR SN9	60	0.82	EA	49.20 USD
004	100-1737 SN9NUT58G 5/8" HEX NUT GALV FOR SN9	60	0.70	EA	42.00 USD
005	100-1631 SN9S SIGN SADDLE (CROSSPIECE) (SN9)	180	5.94	EA	1,069.20 USD
006	130-4682 SNS - PER PORTERVILLE SPEC D/F HT9 36X9 4090 1160IA see attached DP *MFB*	60	110.60	EA	6,636.00 USD

SHIPPING COST:

TOTAL FOR ESTIMATE : 8,788.80 USD

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

Quote is valid today through date of expiration shown above. Prices are for goods shown on the plan and/ or takeoff sheet provided at the time of quote request. Pricing is for furnish only and does not include installation or hardware unless otherwise specified. Production days begin upon receipt of approved layouts (if applicable). Customer is responsible for all applicable sales taxes and duty which are calculated at the time of invoicing. Quotation valid for 30 days unless otherwise specified. All Visa, MasterCard, American Express, and Discover cards will incur a 3% surcharge to final invoice amount.



SUBJECT: Authorization to Purchase Utility and Chipper Truck Bodies

SOURCE: Transportation

COMMENT: As authorized by Minute Order 23-110425, staff obtained quotes and performed evaluations for three truck bodies to support operational needs across multiple departments. Two of the proposed truck bodies are utility bodies intended for use by the Water Department, and one is a chipper truck body intended for use by the Parks Department.

Staff evaluated each option based on compatibility with existing chassis, durability, functionality, delivery timeframe, and overall cost-effectiveness. Competitive quotes were obtained from multiple vendors for each truck body type.

The evaluations and lowest responsive quotes are summarized as follows:

Water Department - Utility Bodies (Qty. 2)

<u>Vendor</u>	<u>Quote per Body</u>
Douglass Truck Bodies	\$54,546.37
Scelzi Enterprises	\$71,095.91
Diamond Truck Body Manufacturing	Non-responsive

Parks Department - Chipper Body (Qty. 1)

<u>Vendor</u>	<u>Quote per Body</u>
Scelzi Enterprises	\$47,691.94
Douglass Truck Bodies	\$49,060.49
Diamond Truck Body Manufacturing	Non-responsive

Staff recommends proceeding with the purchases from the lowest responsive vendors for each truck body type. The total cost, inclusive of sales tax, delivery, and a 10% contingency, will not exceed \$120,002.01 for the two utility bodies and \$52,461.13 for the chipper body. Funding for the two utility bodies is available in the Water Replacement Fund, and funding for the chipper body is available in the General Fund Equipment Replacement Fund.

RECOMMENDATION:

That the City Council:

1. Authorize the purchase of two (2) utility truck bodies from Douglass Truck Bodies in an amount not to exceed \$120,002.01; and
2. Authorize the purchase of one (1) chipper truck body from Scelzi Enterprises in an amount not to exceed \$52,461.13.

ATTACHMENTS:

1. Truck Body Evaluations

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

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

Water Service Truck Evaluation (2 Trucks)

VENDOR MAKE Model	Douglass Truck Bodies <u>Douglass</u> <u>Maximizer</u>	Scelzi Enterprises <u>Scelzi</u> <u>Utility</u>
Evaluation rating		
TOTAL (600 Points total)	587	589
POINTS (30%)	29.90	30.00
PRICE		
Cab & Chassis (Purchased on State Contract)	\$76,662.77	\$76,662.77
Utility body with crane	\$54,546.37	\$71,095.91
Delivery		
Tire tax		
Total	\$131,209.14	\$147,758.68
POINTS PRICE (60%)	60.00	53.28
WARRANTY:		
POINTS WARRANTY (4%)	4.00	4.00
Delivery of unit	4 months/self deliver	2 months/included
DELIVERY (4%)	3.00	4.00
Service/Parts availability (Distance to Yard in miles)	57	66.5
SERVICE/PARTS AVAILABILITY (2%)	2.00	1.71
TOTAL POINTS	98.90	92.99
RATING	1	2

SERVICE x2 (WATER)



Built to Fit Your Needs!



Sales Order #	89160
Purchase Order #	
VIN #	
Unit / Truck#	
Key Tag #	
Date	08/06/2025
Salesman	Doug
Terms	NET 30

231 21st Street
Bakersfield, CA 93301
douglasstruckbodies.com

Phone: 661.327.0258
Toll Free: 800.635.7641
Fax: 661.327.3894

Page 1 of 7

Bill To: City of Porterville
Attn: Purchasing Division
291 N. Main St.
Porterville, CA 93257
Phone: (559) 782-7517

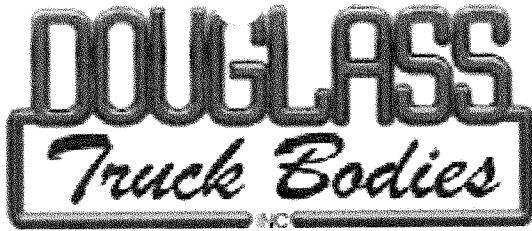
Ship FS Shop Maintenance
555 N. Prospect Ave
Porterville, CA 93257
Email: autoshop@ci.porterville.ca.us

Truck Make: Ford	Model: F-450	Year: 2025	Additional Information: Attn: Russell (559) 782-7597 / risom@ci.porterville.ca.us
Chassis Color: White	Body Color: White	Paint Code:	
Cab Type:	Cab Axle: 84"	Rear Axle: DRW	

Ln#	Item Code	Qty	Description	List Price	Extension
1	001-G/MAX/23	1.0	Dougllass Maximizer Crane Body, 11' - Flat-top compartment on crane side, built-in flip-top boxes w/ dividers opposite crane. - Manufactured to fit a full sized chassis with dual-rear-wheels and a 84" cab to axle measurement. - Constructed with superior corrosion resistant A60 galvanized steel. - Heavy duty 14 & 18 gauge double panel doors with beveled edges. - Stainless steel piano hinges secured to body every 2.5". - Gas strut supports on all vertical doors and flip-top toolbox lids.	\$ 12,780.00	\$ 10,863.00
2	003-0170	1.0	Round Wheel Well (PER PAIR) - Heavy duty 12ga one piece round wheel well reinforced with 3/4" split tube.	\$ 284.00	\$ 0.00
3	008-2044	1.0	3 - Point Stainless Steel Latch System for Model G/MAX/23 - Full contact strikers offer positive locking to the body in three places for maximum security.	\$ 718.00	\$ 610.30
4	008-4044	1.0	Triple Seal Weatherstripping for Model G/MAX/23 - OEM style weather stripping designed to protect your tools and equipment from the elements.	\$ 608.00	\$ 516.80
5	008-0412	1.0	Wiring Harness, Ford Chassis - OEM type harness that plugs directly into vehicles existing light wiring harness requiring no cutting or splicing.	\$ 269.00	\$ 236.72
6	008-0052	1.0	LED Tail Light Package (Grommet Style) - Brighter than bulb style lights for increased visibility and safety. - Mounted in shock absorbing rubber grommet. - Includes 9 Diode White LED back-up, 6 Diode Red Stop/Turn lights, and 3/4" Clearance lights package.	\$ 325.00	\$ 286.00

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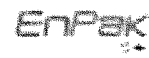
231 21st Street
Bakersfield, CA 93301
douglasstruckbodies.com

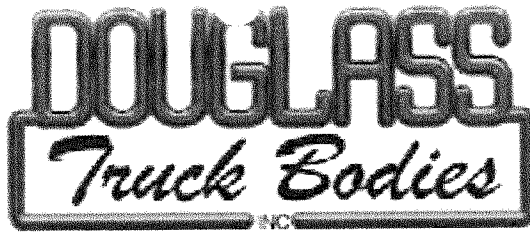
Phone: 661.327.0258
Toll Free: 800.635.7641
Fax: 661.327.3894

Sales Order #	89160
Purchase Order	
VIN #	
Unit / Truck#	
Key Tag #	
Date	08/06/2025
Salesman	Doug
Terms	NET 30

Ln#	Item Code	Qty	Description	List Price	Extension
7	009-0035	1.0	Mount 11' Douglass Truck Body - Douglass certified mounting that meets or exceeds all D.O.T. requirements.	\$ 1,930.00	\$ 1,930.00
8	010-0007	1.0	Paint 11' Douglass Truck Body - PPG high solids corrosion resistant primer and PPG Delfeet paint applied by a certified PPG Technician.	\$ 2,500.00	\$ 2,500.00
10	003-0159	1.0	Work Platform, Rear, "V" Notch, for Wide Track DRW Bodies - HD work deck built from 1/4" steel plate with integral formed "V" notch. - Built-in driver side and curb side underbody boxes.	\$ 2,980.00	\$ 2,533.00
11	003-0153	1.0	Through Compartment Inside Work Platform - Open compartment full width of platform for storing longer items. *Requires Thru-compartment square receiver hitch.	\$ 566.00	\$ 481.10
12	003-3012	1.0	Latching Tailgate For Work-Platform - Removable tailgate for easy cargo access, with 2-Position automotive style rotary latches. - Actuated Stainless Steel Paddle Handle.	\$ 284.00	\$ 0.00
13	008-3065	2.0	Stainless Grab Handle w/ Gasket	\$ 64.00	\$ 112.64
14	009-0080	2.0	Fold Down Step	\$ 171.00	\$ 307.80
15	009-0009	1.0	Cab Protector, Standard - Constructed with 2" x 2" square tubing for added strength. - Covered with expanded metal for maximum window protection. - 24" Ears with a Crossmember 12" below the top - Place (1) J Hook on both outside edges of Cab Pro in between the top of cab pro and the middle Crossmember.	\$ 931.00	\$ 791.35
16	009-9531	1.0	Custom Cab Protector Crossmember	\$ 90.00	\$ 90.00
17	003-3046	2.0	Hooks, Tie Down (J Hooks) - Additional tie-down points for secure cargo control.	\$ 13.00	\$ 22.10
18	009-100	2.0	Taxable Labor - Mounting Department	\$ 162.00	\$ 324.00
19	010-0115	1.0	- Labor for Crossmember & J Hooks Paint Cab Protector	\$ 477.00	\$ 477.00

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Ln#	Item Code	Qty	Description	List Price	Extension
20	008-0062	2.0	Light, Work, Rectangular, LED - High performance lighting installed on a multi-position swiveling bracket for easy adjustment and redirection. - 6 Bright LED's, Flood Beam pattern, powder coated aluminum housing, - 1,350 lumen, (5.9" x 3.6" x 1.6").	\$ 135.00	\$ 237.60
21	009-106	1.0	Install, Headboard Lights (Pr.)	\$ 362.00	\$ 362.00
22	069-0026	1.0	* * * Thru-Compartment Towing Package * * *	\$ 0.00	\$ 0.00
23	009-0093	1.0	Hitch, 2" Square Receiver for Pass-Through Compartment (10K Capacity) - 10,000 lb Gross Tow Weight Rating - 1,000 lb Tongue Weight Rating - Includes D-Rings on either side of receiver hitch - Never exceed the vehicle's weight rating, or the lowest rating of any component of the towing system	\$ 1,180.00	\$ 1,121.00
24	060-0072	1.0	7-Prong Hardwired plug for chassis, except GM's and pickups	\$ 16.00	\$ 16.00
25	009-0075	1.0	Install / Wire 7 - Prong Plug	\$ 75.00	\$ 75.00
26	069-0052	1.0	* * * Backup TV and Camera System * * *	\$ 0.00	\$ 0.00
27	009-127	1.0	Install Factory Back-Up Camera (Customer Supplied) - Install supplied factory (boxed) back-up camera onto rear of truck body. - View may differ from factory norm due to height differences in installation.	\$ 350.00	\$ 350.00
28	069-0031	1.0	* * * Interior Configurations * * *	\$ 0.00	\$ 0.00
29	069-0002	1.0	Driver Side Front Compartment Interiors	\$ 0.00	\$ 0.00
30	003-0103	68.0	Adjustable Shelving, (DRW) - Heavy duty galvanized steel for corrosion resistance. - Shelves are "Fully" adjustable with virtually infinite placement options. - Mounted on rolled channel and secured with spring-nuts for easy adjustments.	\$ 5.00	\$ 289.00
31	069-0003	1.0	Driver Side Front #2 Compartment Interiors	\$ 0.00	\$ 0.00

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Sales Order #	89160
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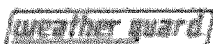
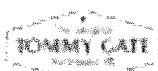
231 21st Street
Bakersfield, CA 93301
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Phone: 661.327.0258
Toll Free: 800.635.7641
Fax: 661.327.3894

Page 4 of 7

Ln#	Item Code	Qty	Description	List Price	Extension
32	003-0103	24.0	Adjustable Shelving, (DRW) - Heavy duty galvanized steel for corrosion resistance. - Shelves are "Fully" adjustable with virtually infinite placement options. - Mounted on rolled channel and secured with spring-nuts for easy adjustments.	\$ 5.00	\$ 102.00
33	003-0070	2.0	Mechanic Tool Drawer - Heavy Duty formed steel drawers w/ dual snap latches for secure holding drawers closed and long term durability. *Drawers can be made to meet almost any custom need.	\$ 239.00	\$ 430.20
34	008-0023	2.0	Roller Slides, Standard 18" - Heavy-duty 250# capacity - Stainless Steel Ball Bearing Rollerslides	\$ 86.00	\$ 154.80
35	069-0005	1.0	Driver Side Horizontal Compartment Interiors	\$ 0.00	\$ 0.00
36	003-0071	1.0	Mechanic Tool Drawer (Horizontal Compartment) - Heavy Duty formed steel drawers w/ dual snap latches for secure holding drawers closed and long term durability. *Drawers can be made to meet almost any custom need.	\$ 315.00	\$ 283.50
37	003-0072	1.0	Removable Dividers, Mech Drawer - Removable & adjustable galvanized steel dividers that allow for better tool and part organization.	\$ 165.00	\$ 148.50
38	008-0023	1.0	Roller Slides, Standard 18" - Heavy-duty 250# capacity - Stainless Steel Ball Bearing Rollerslides	\$ 86.00	\$ 77.40
39	069-0006	1.0	Driver Side Rear Compartment Interiors	\$ 0.00	\$ 0.00
40	003-0103	24.0	Adjustable Shelving, (DRW) - Heavy duty galvanized steel for corrosion resistance. - Shelves are "Fully" adjustable with virtually infinite placement options. - Mounted on rolled channel and secured with spring-nuts for easy adjustments.	\$ 5.00	\$ 102.00
41	003-0070	2.0	Mechanic Tool Drawer - Heavy Duty formed steel drawers w/ dual snap latches for secure holding drawers closed and long term durability. *Drawers can be made to meet almost any custom need. - (2) Drawers right Above Floor Level	\$ 239.00	\$ 430.20

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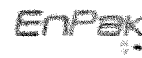
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Sales Order #	89160
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VIN #	
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Date	08/06/2025
Salesman	Doug
Terms	NET 30

Ln#	Item Code	Qty	Description	List Price	Extension
42	008-0023	2.0	Roller Slides, Standard 18" - Heavy-duty 250# capacity - Stainless Steel Ball Bearing Rollerslides	\$ 86.00	\$ 154.80
43	069-0007	1.0	Curb Side Front Compartment Interiors	\$ 0.00	\$ 0.00
44	003-0103	68.0	Adjustable Shelving, (DRW) - Heavy duty galvanized steel for corrosion resistance. - Shelves are "Fully" adjustable with virtually infinite placement options. - Mounted on rolled channel and secured with spring-nuts for easy adjustments.	\$ 5.00	\$ 289.00
45	069-0008	1.0	Curb Side Front #2 Compartment Interiors	\$ 0.00	\$ 0.00
46	003-0070	7.0	Mechanic Tool Drawer - Heavy Duty formed steel drawers w/ dual snap latches for secure holding drawers closed and long term durability. *Drawers can be made to meet almost any custom need.	\$ 239.00	\$ 1,505.70
47	008-0023	7.0	Roller Slides, Standard 18" - Heavy-duty 250# capacity - Stainless Steel Ball Bearing Rollerslides	\$ 86.00	\$ 541.80
48	069-0010	1.0	Curb Side Horizontal Compartment Interiors	\$ 0.00	\$ 0.00
49	003-0071	1.0	Mechanic Tool Drawer (Horizontal Compart.) - Heavy Duty formed steel drawers w/ dual snap latches for secure holding drawers closed and long term durability. *Drawers can be made to meet almost any custom need.	\$ 315.00	\$ 283.50
50	003-0072	1.0	(1) Drawer at the Top Removable Dividers, Mech Drawer - Removable & adjustable galvanized steel dividers that allow for better tool and part organization.	\$ 165.00	\$ 148.50
51	008-0023	1.0	Roller Slides, Standard 18" - Heavy-duty 250# capacity - Stainless Steel Ball Bearing Rollerslides	\$ 86.00	\$ 77.40
52	069-0011	1.0	Curb Side Rear Compartment Interiors	\$ 0.00	\$ 0.00
53	069-0032	1.0	* * * Crane Configurations * * *	\$ 0.00	\$ 0.00
54	061-1011	1.0	Auto Crane EHC-3A ² PRX, HW, 320989002	\$ 15,653.00	\$ 14,087.70
		1.0	Auto Crane Tariff Surcharge		\$ 550.00

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Sales Order #	89160
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VIN #	
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Date	08/06/2025
Salesman	Doug
Terms	NET 30

Ln#	Item Code	Qty	Description	List Price	Extension
56	040-20	1.0	Inbound Freight for AC3203 Crane	\$ 345.00	\$ 345.00
57	003-0060	1.0	Hoist Support, 3000lb- Cranes - Upgraded understructure and compartment support for crane.	\$ 905.00	\$ 814.50
58	009-0058	1.0	Boom Support, up to 3,500# Cap.	\$ 397.00	\$ 357.30
59	009-0065	1.0	Install, Crane, 1000# - 3500#	\$ 325.00	\$ 325.00
60	060-0051	1.0	ANL-250, Bussman Fuse & Holder Kit	\$ 103.00	\$ 103.00
61	009-0104	1.0	Stiff Leg, Crank Style	\$ 308.00	\$ 286.44
62	067-0018	1.0	A-1 Springs, F-450 DRW 1 Spring Crane Side	\$ 710.00	\$ 660.30
63	069-0043	1.0	* * * Misc Upfits * * *	\$ 0.00	\$ 0.00
64	009-9015	1.0	Rack, Goal Post Style, Removable	\$ 580.00	\$ 580.00
65	010-0076	1.0	Paint Ladder Rack White - PPG high solids corrosion resistant primer and PPG Delfeet paint applied by a certified PPG Technician.	\$ 475.00	\$ 475.00
66	009-100	4.0	Taxable Labor - Mounting Department - Place 2 Square Pockets by tailgate in cargo area for when rack is in use. - Place 2 Square Pockets by the Cab Protector for when rack is being stored.	\$ 162.00	\$ 648.00
67	069-0087	1.0	* * * Specialty Light Package * * *	\$ 0.00	\$ 0.00
68	060-90305	2.0	Federal Signal, Micropulse C Series, Amber (MPSC-A) - Surface mount perimeter / hazard lighting - 6 LED Light Head, Single Color, Amber	\$ 195.00	\$ 390.00
69	009-100	2.0	Taxable Labor - Mounting Department - Place Micropulse Lights on Kickplate above Stop / Turn Tail Lights.	\$ 162.00	\$ 324.00
70	069-0036	1.0	* * * Body Protection Package * * *	\$ 0.00	\$ 0.00

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Salesman	Doug
Terms	NET 30

Page 7 of 7

Ln#	Item Code	Qty	Description	List Price	Extension
71	003-0001	2.0	Alum Dia Plate, Rock Splash Guards 35"-41" - Aluminum placed on front of compartments behind cab to protect body from rocks and other road debris.	\$ 165.00	\$ 165.00
72	068-0006	1.0	Arma Coat Cargo Area, (11'-Bodies) - 100% Solids, heat applied spray-on coating. - Hybrid design, 30% Polyurea and 70% Polyurethane. - Superior resistance to fuels and chemicals.	\$ 1,010.00	\$ 939.30
73	068-0017	1.0	Arma Coat Work Platform, DRW - Gives work area added protection and resistance to the wear and tear of heavy daily use.	\$ 282.00	\$ 262.26
74	068-0014	1.0	Arma Coat Standard Bumper - Gives bumper a non-skid surface when climbing in and out of the cargo area.	\$ 170.00	\$ 158.10
75	008-0301	1.0	Mud Flaps, 24x36 & 30 & 14, DRW	\$ 72.00	\$ 0.00

NON-TAX ITEMS

Ln#	Item Code	Qty	Description	List Price	Extension
9	060-23	1.0	Weight Certificate - certified vehicle weight certificate for DMV registration.	\$ 48.00	\$ 48.00

Subtotal: \$ 50,780.61
Sales Tax: \$ 4,185.44
Shipping: \$ 0.00
Grand Total: \$ 54,966.05

Received By: _____ Date: _____

Revision # 6

Page 7 of 7

Authorized dealer of



2286 E. Date Ave.
 Fresno, CA 93706
 Phone: 559-237-5541
 Fax: 559-237-5554
 www.SEINC.com

Quotation

302024

Date: 7/2/2025, 9:09:26 AM

User: Leibold, Nicole

Bill To: CITY OF PORTERVILLE
 Attn: ISOM, RUSSELL
 555 PROSPECT ST.
 PORTERVILLE, CA 93257
 559-359-2689

Ship To: CITY OF PORTERVILLE
 Attn: ISOM, RUSSELL
 555 PROSPECT ST.
 PORTERVILLE, CA 93257
 559-359-2689

Quote Date:	07/02/2025	Salesman:	Carpenter, Glenn
Expiration Date:	08/01/2025	Ship Via:	SCELZI DELIVERY
Sales Tax	Porterville* @ 9.250%	Terms:	COD
		PO Number:	

Notes:

MOUNT IN FRESNO
 PAINT BODY OXFORD WHITE Z1
 REAR MOUNTED FUEL TANK
 DEF TANK SETUP FOR HOSES & BEZEL

[QUOTE FOR (1) ORDER FOR (3)]

(2 UNITS DIESEL, (1) UNIT GAS)

Qty	Part Number	Description	Total	Tax
1	CUSTOMER TRUCK	2025 - FORD F-450 - 4X4 - REG CAB - DRW - DIESEL - WHITE - 84"CA	\$0.00	

302024

Date: 7/2/2025, 9:09:26 AM

User: Leibold, Nicole

1 SBD-132-94-49-38- 1EA - ALL LIGHTS L.E.D. \$65,029.00 T
VO-V

***NOTE: SHORTEN THE DRIVER SIDE OPEN TOP LID JUST BEHIND THE CAB TO ALLOW THE MOUNTING OF A TAPERED REAR WINDOW CAB GUARD TO CLEAR OPEN TOP PER MIKE SCELZI

13EA - PADDLE LATCHES 2 POINT PLAIN STRAIGHT KEY ONLY STAINLESS STEEL PART# PAD-M-21ESLR505510

1EA - TAPERED PERFORATED REAR WINDOW CAB GUARD WITH (2EA) TLL46CFB LED WORK LIGHTS RECESSED IN TOP OUTSIDE CORNERS WITH 24" TALL POSTS ON TOP OUTSIDE CORNERS WITH A CROSS BAR 10 1/2" UP FROM TOP RAIL OF HEADBOARD TO BOTTOM OF CROSS BAR WITH (2EQA) 1/2" ROPE HOOKS JUST BELOW THE CROSSBAR ON THE 24" TALL POSTS POINTING DOWN (1EA) PER SIDE LED WORK LIGHTS WIRED TO A LABELED SWITCH IN THE DASH

2EA - @250 SCELZI ROLLER DRAWERS IN DRIVER SIDE 2ND 24" WIDE COMPARTMENT START 10" DOWN FROM TOP WITH (1EA) 4" THEN (1EA) 6" DRAWER WITH AN ADJUSTABLE SHELF ABOVE

1EA- #250 5" TALL SCELZI ROLLER DRAWER AT THE VERY TOP OF THE DRIVER SIDE HORIZONTAL COMPARTMENT WITH DIVIDERS ON 2" CENTERS

2EA - #250 SCELZI ROLLER DRAWERS IN DRIVER SIDE REAR COMPARTMENT START 10" DOWN FROM TOP WITH (1EA) 4" HEN (1EA) 6" DRAWER WITH AN ADJUSTABLE SHELF JUST ABOVE THE TOP DRAWER

1EA - 24" REAR WORK DECK WITH ACCESS DOORS, A FULL THRU COMPARTMENT, ADD A V-GROOVE DROP THE WORK DECK 3 1/2" WITH FOLD DOWN TAILGATE

2EA - BUYERS RS1SS 1-RUNG STAINLESS STEEL RETRACTABLE TRUCK STEP INSTALL UNDERNEATH REAR WORK DECK (1) PER SIDE 17.38" X 15" 14 INCH BOLT CENTER

2EA - CHROME GRAB HANDLES (1) PER SIDE

1EA - VISE PLATE TOP OF WORK DECK PASSENGER SIDE REAR

1EA - BS-410 PIPE VISE PASSENGER SIDE REAR #IVUV9

1EA - CRANE REINFORCE PASSENGER SIDE REAR COMPARTMENT FOR A 3200LB CRANE

1EA - CLASS 4 RECEIVER HITCH

1EA - 7 PRONG FLAT RV PLUG, #12707

1EA - INSTALL FACTORY REAR VIEW CAMERA

1EA - #250 5" TALL SCELZO ROLLER DRAWERS AT THE VERY TOP OF THE PASSENGER SIDE HORIZONTAL COMPARTMENT WITH DIVIDERS ON 2" CENTERS

302024

Date: 7/2/2025, 9:09:26 AM

User: Leibold, Nicole

6EA - #250 SCELZI ROLLER DRAWERS IN PASSENGER SIDE 2ND 24" WIDE COMPARTMENT START FROM THE TOP WITH (2EA) 3" THEN (3EA) 4" THEN (1EA) 6" DRAWER

1EA - EHC-3 PRX HW #320989002 AUTO CRANE MOUNTED PASSENGER SIDE REAR

1EA - BOOM REST PASSENGER SIDE CLOSED OTP

1EA- MANUAL FOLD DOWN CRANK DOWN OUTRIGGER PASSENGER SIDE REAR

1EA - SPRING PACKAGE TO BRING TRUCK TO LEVEL

1EA - INSTALL ONC RANE, A HORN, A HORN BUTTON ALL SAFETY STICKERS AND A 5LB ABC FIRE EXTINGUISHER TO MAKE CRANE CALIFORNIA LEGAL

1EA - AUXILIARY BATTERY 12 VOLT DEEP CYCLE SETUP FOR ELECTRIC CRANE, INCLUDES BATTERY BOX 970 SEPARATOR, LOUVER COMPARTMENT.

***NOTE: THE AUXILIARY BATTERY CAN BE DELETED BUT NOT RECOMMENDED BY SCELZI ENTERPRISES. AUTO CRANE STRONGLY SUGGEST USE AN AUXILIARY BATTERY IF DEDUCTED DEDUCT \$2,550

1EA - POLYUREA BED FLOOR, BACKWRAPPER, FRONT BULKHEAD, INSIDE FOLD DOWN TAILGATE AND TOP ONLY OF THE REAR WORK DECK

1EA - POLYUREA WITH 28 GRIT ALUMINUM OXIDE THE TOP ONLY OF THE REAR STEP BUMPER

4EA - WHELEN AMBER STROBES (2) IN FRONT CHASSIS GRILL AND (2) AT REAR OF BODY

1	LADDER RACK	INSERT IN THE FLOOR GOAL POST STYLE LADDER RACK AT THE REAR WITH AN EXTRA SET OF INSERTS IN THE FLOOR JUST BEHIND FRONT BULKHEAD FOR STORAGE WITH (2EA) 1/2" ROPE HOOKS (1) PER SIDE - POWDER COATED WHITE	\$0.00
1	HAZ MAT - HWD FEE	HAZARDOUS WASTE DISPOSAL FEE	\$53.00
1	WEIGHT CERTIFICATE	WEIGHT CERTIFICATE OF COMPLETED UNIT	\$57.00
1	TRANSPORTATION	BOTH WAYS TO PORTERVILLE, CA	

- AUX BATT 2,550
- STROBES 390
- VISE 1100

Sub Total \$65,139.00

Sales Tax \$5,956.91

Total \$71,095.91

302024

Date: 7/2/2025, 9:09:26 AM

User: Leibold, Nicole

DISCLAIMERS

- TERMS:** Standard terms are Net 10 Days, any deviations need to be in writing before production
- CHASSIS:** Scelzi Enterprises, Inc. is not responsible for flashing or modification of any chassis modules due to the installation of a body
Including but not limited to camera installation, erratic turn signal operation, etc
- CHANGES:** Each change after quote is accepted will constitute a \$500.00 fee in addition to the cost of the change
No changes will be made to orders 2 weeks prior to production start date
- DRAWINGS:** Any changes to drawings after acceptance and 2 weeks prior to production start date will constitute a \$500.00 fee or more at \$150.00 per hour
No changes will be made to drawings 2 weeks prior to production start date
- PAINT:** Scelzi Enterprises, Inc. does not guarantee a perfect color match due to inconsistencies in factory paints and procedures

THIS WORK AUTHORIZED BY

Payment in full on completion of job if credit arrangements have not been made in advance

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs will be charged for accordingly.

DATE

Estimate
Prepared By: Leibold, Nicole
Sales Rep: Carpenter,
Glenn

Parks Chipper Truck Evaluation

VENDOR MAKE Model	Douglass Truck Bodies <u>Douglass</u> <u>Chipper/Dump</u>	Scelzi Enterprises <u>Scelzi</u> <u>Chipper/Dump</u>
Evaluation rating		
TOTAL (600 Points total)	587	589
POINTS (30%)	29.90	30.00
PRICE		
Cab & Chassis (Purchased on State Contract)	\$55,109.10	\$55,109.10
Utility body with crane	\$49,060.49	\$47,691.94
Delivery		
Tire tax		
Total	\$104,169.59	\$102,801.04
POINTS PRICE (60%)	59.21	60.00
WARRANTY:		
POINTS WARRANTY (4%)	4.00	4.00
Delivery of unit	4 months/self deliver	2 months/included
DELIVERY (4%)	3.00	4.00
Service/Parts availability (Distance to Yard in miles)	57	66.5
SERVICE/PARTS AVAILABILITY (2%)	2.00	1.71
TOTAL POINTS	98.11	99.71
RATING	2	1

CHIPPER (PARKS)

2286 E. Date Ave.
Fresno, CA 93706
Phone: 559-237-5541
Fax: 559-237-5554
www.SEINC.com

Quotation

303926

Date: 8/11/2025, 8:32:57 AM

User: Leibold, Nicole

Bill To: CITY OF PORTERVILLE
Attn: ISOM, RUSSELL
555 PROSPECT ST.
PORTERVILLE, CA 93257
559-359-2689

Ship To: CITY OF PORTERVILLE
Attn: ISOM, RUSSELL
555 PROSPECT ST.
PORTERVILLE, CA 93257
559-359-2689

Quote Date:	08/11/2025	Salesman:	Carpenter, Glenn
Expiration Date:	09/10/2025	Ship Via:	SCELZI DELIVERY
Sales Tax	Porterville* @ 9.250%	Terms:	COD
		PO Number:	

Notes:

MOUNT IN FRESNO
PAINT BODY WHITE
REAR MOUNTED FUEL TANK

***NOTE: MOUNT DUMP BODY BEHIND BACKPACK

Qty	Part Number	Description	Total	Tax
1	CUSTOMER TRUCK	2025 - FORD - F450 - 4X2 - REG CAB - DRW - GAS - WHITE - 84"CA VIN#:1FDUF4GN4SDA15505	\$0.00	

303926

Date: 8/11/2025, 8:32:57 AM

User: Leibold, Nicole

1	2/3 YD DUMP	<p>9' 6" SQUARE STYLE HIGH TENSILE STEEL CROSS-MEMBER DESIGN 2-3 CUBIC YARD DUMP BODY AND HOIST</p> <p>BODY: 9' 6" LONG X 86" WIDE INSIDE X 13" SIDES X 20" TAILGATE X 32" BULKHEAD 10 GA. HIGH TENSILE STEEL THROUGHOUT 32" BULKHEAD WITH SINGLE CORRUGATED AND PERFORATED WINDOW 20" DOUBLE ACTING TAILGATE, 3 PANEL 13" TALL FOLD DOWN SIDES 4 FLANGED BOXED TOP RAIL FRONT CORNER POST BEVELED FLOOR CORNER AT FRONT 3" CHANNEL CROSSBARS ON 15" CENTERS 5" CHANNEL LONG SILLS 1/4 SIZE CAB SHIELD MANUALLY OPERATED TAILGATE LOCKS REAR MUD FLAPS LED LIGHT PACKAGE (OVAL AND MARKER LED, OEM INCANDESCENT) SCELZI SEMI-AUTOMATIC TARP SYSTEM WITH BLACK MESH TARP BACKUP ALARM (REQUIRED ON ALL DUMPS) STANDARD IS ECCO #510</p> <p>HOIST: SCELZI CS615T-11 ELECTRIC OVER-HYDRAULIC UNDERBODY HOIST, CLASS 40 12.6 TON CAPACITY WITH 12" OVERHANG, FULL STEEL SUB-FRAME DOUBLE ACTING, POWER UP/DOWN LED BODY RAISED WARNING LIGHT, SINGLE BODY PROP INSIDE CAB CONTROL</p> <p>1EA - CLASS 5 RECEIVER HITCH</p> <p>1EA - 7 PRONG FLAT RV PLUG #12707</p> <p>1EA - INSTALL FACTORY REAR VIEW CAMERA</p> <p>1EA - 90" WIDE X 24" WIDE X 30" TALL CROSS BOX WITH (1) FIXED SHELF</p> <p>1EA - CUSTOM REMOVABLE CHIPPER BODY CANOPY FABRICATE FRAME OUT OF 1 1/2" TUBING WITH 14 GAUGE SOLID METAL SIDES AND ROOF. THE FRONT OF THE CANOPY JUST BEHIND THE CAB TO BE 43" TALL AND 52" TALL AT THE REAR WITH HOOKS AT TOP THE MOUNTING ON ALL FOUR CORNERS TO BE 2" RECEIVER TUBES</p> <p>1EA - SHOVEL HOLDER BRACKET ON TOP OF THE FRONT CHIPPER BODY BACKPACK TRANSVERSE COMPARTMENT TO HOLD 3 SHOVELS</p>	\$43,621.00 T
2	TOOL BOX	48" LONG X 18" TALL X 18" DEEP FRAME MOUNTED TOOL BOXES LIKE DRAWINGS #SE160002	\$0.00
1	WEIGHT CERTIFICATE	WEIGHT CERTIFICATE OF COMPLETED UNIT	\$57.00

303926

Date: 8/11/2025, 8:32:57 AM

User: Leibold, Nicole

1	HAZ MAT - HWD FEE	HAZARDOUS WASTE DISPOSAL FEE	\$53.00
1	TRANSPORTATION	BOTH WAYS TO PORTERVILLE, CA	

Sub Total \$43,731.00

Sales Tax \$3,960.94

Total \$47,691.94

DISCLAIMERS

- TERMS:** Standard terms are Net 10 Days, any deviations need to be in writing before production
- CHASSIS:** Scelzi Enterprises, Inc. is not responsible for flashing or modification of any chassis modules due to the installation of a body
Including but not limited to camera installation, erratic turn signal operation, etc
- CHANGES:** Each change after quote is accepted will constitute a \$500.00 fee in addition to the cost of the change
No changes will be made to orders 2 weeks prior to production start date
- DRAWINGS:** Any changes to drawings after acceptance and 2 weeks prior to production start date will constitute a \$500.00 fee or more at \$150.00 per hour
No changes will be made to drawings 2 weeks prior to production start date
- PAINT:** Scelzi Enterprises, Inc. does not guarantee a perfect color match due to inconsistencies in factory paints and procedures

THIS WORK AUTHORIZED BY

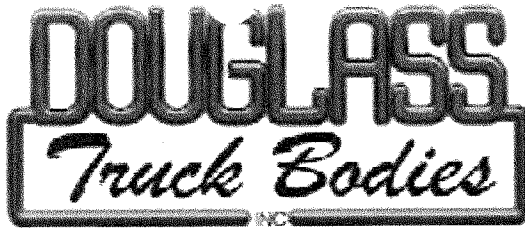
Payment in full on completion of job if credit arrangements have not been made in advance

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs will be charged for accordingly.

DATE

Estimate
Prepared By: Leibold, Nicole

Sales Rep: Carpenter,
Glenn



Built to Fit Your Needs!



Sales Order #	89215
Purchase Order #	
VIN #	
Unit / Truck#	
Key Tag #	
Date	08/11/2025
Salesman	Doug
Terms	NET 30

231 21st Street
Bakersfield, CA 93301
douglasstruckbodies.com

Phone: 661.327.0258
Toll Free: 800.635.7641
Fax: 661.327.3894

Page 1 of 4

Bill To: City of Porterville
Attn: Purchasing Division
291 N. Main St.
Porterville, CA 93257
Phone: (559) 782-7517

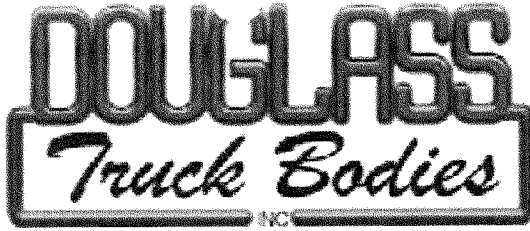
Ship FS Shop Maintenance
555 N. Prospect Ave
Porterville, CA 93257
Email: autoshop@ci.porterville.ca.us

Truck Make: Ford	Model: F-550	Year: 2025	Additional Information: Attn: Russell
Chassis Color: White	Body Color: White	Paint Code:	
Cab Type:	Cab Axle: 84"	Rear Axle: DRW	

Ln#	Item Code	Qty	Description	List Price	Extension
		1.0	Rugby Dump, Eliminator 9' 7" w/ 17" Fold Down Sides, 4016 B ED Hoist		\$ 10,886.67
2	040-02	1.0	Freight Inbound	\$ 800.00	\$ 800.00
3	009-100	16.0	Taxable Labor - Mounting Department	\$ 162.00	\$ 2,592.00
		0	- Install dump body and hoist on chassis.		
4	010-0005	1.0	Paint 9' Douglass Truck Body - PPG high solids corrosion resistant primer and PPG Delfeet paint applied by a certified PPG Technician. - Paint dump body white.	\$ 3,500.00	\$ 3,500.00
5	008-0054	1.0	LED Clearance Light Package (For use with factory tail and backup lights) - Includes triple marker, amber & red clearance lights, license plate light and reflectors	\$ 122.00	\$ 107.36
6	009-112	1.0	Install LED Clearance Lights/Relocate Factory Tail Lights	\$ 210.00	\$ 210.00
7	008-0412	1.0	Wiring Harness, Ford Chassis - OEM type harness that plugs directly into vehicles existing light wiring harness requiring no cutting or splicing.	\$ 269.00	\$ 236.72
9	069-0029	1.0	* * * Standard Towing Package * * *	\$ 0.00	\$ 0.00

Authorized dealer of





Built to Fit Your Needs!



231 21st Street
Bakersfield, CA 93301
douglasstruckbodies.com

Phone: 661.327.0258
Toll Free: 800.635.7641
Fax: 661.327.3894

Sales Order #	89215
Purchase Order	
VIN #	
Unit / Truck#	
Key Tag #	
Date	08/11/2025
Salesman	Doug
Terms	NET 30

Ln#	Item Code	Qty	Description	List Price	Extension
10	009-0094	1.0	Hitch, 2" Square Receiver for Dump Beds (12K Capacity) - 12,000 lb Gross Tow Weight Rating - 1,200 lb Tongue Weight Rating - Never exceed the vehicle's weight rating, or the lowest rating of any component of the towing system	\$ 958.00	\$ 910.10
11	060-0072	1.0	7-Prong Hardwired plug for chassis, except GM's and pickups	\$ 16.00	\$ 16.00
12	009-0075	1.0	Install / Wire Trailer Connector Plug	\$ 75.00	\$ 75.00
13	009-9101	1.0	Pintle Hitch Support Structure - Reinforce Bumper/Install Pintle Hitch	\$ 3,344.00	\$ 3,344.00
14	060-9705	1.0	Curt Pintle Hook, 30k Capacity, #48215 - Couples to lunette eyes with a 2 1/2" or 3" inside diameter. - GTW: 30,000 lbs. - Vertical Load: 8,000 lbs	\$ 181.33	\$ 181.33
16	040-02	1.0	Curt, Adjustable Pintle Mount, 2" shank, 7"H x 8"L, 15k lb (48325)		\$ 126.00
		1.0	Freight Inbound	\$ 35.00	\$ 35.00
		1.0	* * * Chipper Enclosure * * *		\$ 0.00
		1.0	Custom Chipper Enclosure for 9' Dump Body - Built on top of dump body (Removable, secured into board pockets), Mounting Labor included. - Taller on rear with slight taper from front to back - Rear to be 63" tall and taper to 54" at front (floor to top of cover)		\$ 8,000.00
19	010-100	16.0	Taxable Labor - Paint Department	\$ 162.00	\$ 2,592.00
20	010-01	1.0	Paint Materials	\$ 855.00	\$ 855.00
21	069-0045	1.0	* * * Underbody Box Package * * *	\$ 0.00	\$ 0.00
		1.0	Custom Underbody Box, 12" Wide - 12"W x 18"T x 18"D underbody box - First DS Box and Under Long Pass Through Box.		\$ 500.00

Authorized dealer of





Built to Fit Your Needs!



231 21st Street
Bakersfield, CA 93301
douglasstruckbodies.com

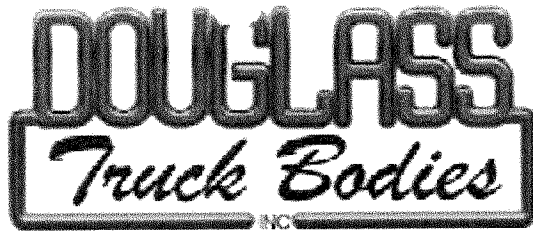
Phone: 661.327.0258
Toll Free: 800.635.7641
Fax: 661.327.3894

Sales Order #	89215
Purchase Order	
VIN #	
Unit / Truck#	
Key Tag #	
Date	08/11/2025
Salesman	Doug
Terms	NET 30

Ln#	Item Code	Qty	Description	List Price	Extension
23	003-4033	1.0	Box, Underbody (est'ed 34" Wide) - Galvanealed steel construction w/ Triple seal weatherstripping. - Fold-Down door w/ stainless steel paddle latch. - DS Second Right Next to 12" Wide Box.	\$ 693.00	\$ 609.84
24	003-4022	1.0	Box, Underbody (est'ed 48" Wide) - Galvanealed steel construction w/ Triple seal weatherstripping. - Fold-Down door w/ stainless steel paddle latch. - CSF	\$ 808.00	\$ 711.04
25	009-0101	3.0	Mount Box Directly to Frame	\$ 577.00	\$ 1,731.00
26	010-0079	3.0	Paint Underbody Box - PPG high solids corrosion resistant primer and PPG Delfeet paint applied by a certified PPG Technician.	\$ 378.00	\$ 1,134.00
27	069-0043	1.0	* * * Misc Upfits * * *	\$ 0.00	\$ 0.00
		1.0	Custom Behind Cab Pass Through Box - To sit behind cab on frame above underbody boxes. Doors on both sides - 95" long across back of cab, 30" Tall, 12" wide		\$ 2,768.92
29	010-100	8.0	Taxable Labor - Paint Department - Paint box white	\$ 162.00	\$ 1,296.00
30	010-01	1.0	Paint Materials	\$ 430.00	\$ 430.00
31	003-0103	95.0	Adjustable Shelving, (DRW) - Heavy duty galvanized steel for corrosion resistance. - Shelves are "Fully" adjustable with virtually infinite placement options. - Mounted on rolled channel and secured with spring-nuts for easy adjustments. - (1) shelf installed in behind cab pass through box	\$ 5.00	\$ 403.75
32	009-9037	1.0	2 Shovel Holder - Shovel holder installed on back of behind cab box, DS.	\$ 285.00	\$ 285.00

Authorized dealer of





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douglasstruckbodies.com

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Toll Free: 800.635.7641
Fax: 661.327.3894

Sales Order #	89215
Purchase Order	
VIN #	
Unit / Truck#	
Key Tag #	
Date	08/11/2025
Salesman	Doug
Terms	NET 30

Ln#	Item Code	Qty	Description	List Price	Extension
33	010-100	1.0	Taxable Labor - Paint Department	\$ 162.00	\$ 162.00
34	010-01	1.0	Paint Materials - Paint shovel holder white.	\$ 55.00	\$ 55.00
35	069-0036	1.0	* * * Body Protection Package * * *	\$ 0.00	\$ 0.00
36	003-0002	2.0	Alum Dia Plate, Rock Splash Guards 42"-60" - Aluminum placed on front of compartments behind cab to protect body from rocks and other road debris.	\$ 211.00	\$ 211.00
37	003-0016	2.0	Alum Dia Plate, Rear Panel Cap - Aluminum cap placed on back of the compartment protect body from work related damage when working on the tailgate or platform. - On rear of underbody box, DS and CS	\$ 146.00	\$ 262.80
38	060-9100	2.0	Anti Sail Brackets for DRW Mud Flaps - 24" W x 30" L	\$ 60.00	\$ 120.00
39	008-0301	2.0	Mud Flaps, 24x36 & 30 & 14, DRW	\$ 72.00	\$ 129.60

NON-TAX ITEMS

Ln#	Item Code	Qty	Description	List Price	Extension
8	060-23	1.0	Weight Certificate - certified vehicle weight certificate for DMV registration.	\$ 48.00	\$ 48.00

Subtotal: \$ 45,325.13
Sales Tax: \$ 3,735.36
Shipping: \$ 0.00
Grand Total: \$ 49,060.49

Received By: _____ Date: _____

Revision # 16

Authorized dealer of





SUBJECT: Authorization to Purchase Arena Soccer Uniforms

SOURCE: Parks and Leisure Services

COMMENT: Arena Soccer is a yearly youth sport program that takes place at the Porterville Sports Complex from February to March. Registration to participate is offered to youth aged 5-13 and includes a jersey, shorts, socks, and a soccer ball. The youth enjoy the opportunity to continue playing soccer into the winter months after the fall soccer program has concluded.

For comparison, staff requested quotes from four businesses for the production of the 2026 uniforms, which would include a jersey, shorts, and a pair of socks for each player. The specifications include jerseys of varying colors for each team, the City of Porterville logo, and a number on the back of each jersey. Of the four quotes requested, only 2 businesses were able to accommodate the needs of our league. Net World Sports' quote was \$21.99 per player, while ProTime Sports came in at \$26.15 per player.

Elite Sports did not respond, and League Outfitters was unable to accommodate the required production time frame. The league registration fee is \$70 for each player. The expenditure for the uniforms is recovered from the registration fees.

RECOMMENDATION: That the City Council authorize the purchase of the 2026 Arena Soccer uniforms from Net World Sports at the price of \$21.99 per player.

ATTACHMENTS:

1. ProTime Quote
2. Net World Quote

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Deputy City Manager

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

PROTIME SPORTS
 18200 SEGALE PARK DRIVE B
 SEATTLE, WA 98188

Estimate

Date	Estimate #
11/21/2025	17033

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

Item	Description	Qty	Rate	Total
3029 YOUTH	NASHVILLE YOUTH	250.00	16.15	4,037.50T
3201 SHORT	ST LOUIS SHORT	250.00	4.00	1,000.00T
7101 ALL SPORT...	ALL SPORT SOCK	250.00	2.00	500.00T
3030 ADULT	NASHVILLE ADULT	40.00	17.15	686.00T
LOGOS	LOGO, L/C, 2 COLOR	290.00	2.50	725.00T
NUMBERS	(8", 4", 2") STYLE OF NUMBER, LOCATION, COLOR	250.00	1.50	375.00T
NAMES	COACH, LOCATION, COLOR	40.00	1.25	50.00T

		Subtotal	\$7,373.50
A 3% SERVICE CHARGE WILL BE ADDED TO ALL CREDIT CARD PURCHASES		Sales Tax (0.0%)	\$0.00
		Total	\$7,373.50

NET WORLD SPORTS

Sales Quote

Bill-to Address

City of Porterville
15 E Thurman Avenue
Suite A
Porterville, CA 93257
USA

Ship-to Address

City of Porterville
15 E Thurman Avenue
Suite A
Porterville, CA 93257
USA

Net World Sports
Bryn Lane
Wrexham Industrial Estate
Wrexham, LL13 9UT

Phone No. 01691 683807
Website www.networldsports.co.uk
E-Mail sales@networldsports.com
VAT Registration No.
Bank HSBC US
Bank Sort Code ABA: 021001088
Account No. 738014966
Salesperson Adam Davies

Bill-to Customer No. C03081369
Quote No. Q00106045
Document Date 4. December 2025
Shipment Date 04/12/25
Payment Terms Net 0 days
Payment Discount

Shipment Method
Prices Including VAT No

	Description	Quantity	Unit of Measure	Unit Price	Discount %	Amount
FK45931	FORZA Knee-High Football Socks - Colour/Size TBC	250	Piece	4.50		1,125.00
FK45363	FORZA Football Shorts - Womens - M - Black	250	Piece	5.50		1,375.00
FK47573	FORZA Striped Short Sleeve Football Shirt - Womens - Colour/Size TBC	250	Piece	11.99		2,997.50
CU45001	FORZA Classic Short Sleeve Football Shirt - Womens - Colour/Size TBC	40	Piece	11.99		479.60
SHIPPING	Shipping Charges	1	Piece	450.00		450.00
Total USD						6,427.10

Details for Payment:

Bank Transfer:

Accounting Number: 738014966
The Routing/ ABA Number: 021001088
Swift Bic: MRMDUS33
Bank Address: P.O. Box 1393, Buffalo NY 14240-1393 (Bank transfer only, see below bank address to mail checks)

Card Payment:

Contact us by telephone on 1 866 861 9095 and request to pay by card.

Pay by Check

Please send to the below address:
Payable to **NET WORLD SPORTS LTD™**
FAO Joe Harris
NET FX Inc,
751 Daily Drive
Suite 225
Camarillo, CA 93010



CITY COUNCIL AGENDA – JANUARY 20, 2026

SUBJECT: Authorization to Purchase Street Sweeper Blower Wheel

SOURCE: Transportation

COMMENT: Vehicle No. 6685, a 2013 Freightliner/Tymco Street Sweeper, has experienced failure of the blower wheel. The blower wheel is a proprietary component that can only be purchased through a Tymco parts distribution center. Tymco sweepers are highly specialized equipment, and the blower wheel is essential to generating the suction and airflow necessary for street sweeping operations.

Vehicle No. 6685 remains a core unit in the street sweeping fleet and is expected to have at least three years of service life remaining. Repairing the unit will restore operational capacity, maintain service levels, and avoid premature replacement of a costly capital asset.

Staff obtained an estimate from GCS Environmental Equipment, the nearest Tymco distribution center, in the amount of \$7,484.51, including parts, tax, and freight. To accommodate unforeseen adjustments, staff recommends including a 10%, for a total not-to-exceed amount of \$8,233.

Funding for this purchase is available in the Solid Waste Street Sweeping Operating Budget.

RECOMMENDATION: That the City Council authorize the purchase of a replacement blower wheel for Street Sweeper No. 6685 from GCS Environmental Equipment in an amount not to exceed \$8,233.

ATTACHMENTS: 1. GCS Environmental Equipment Quote

Appropriated/Funded:

Review By:

Department Director:

Russell Isom, Director of Transportation

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



CITY COUNCIL AGENDA – JANUARY 20, 2026

SUBJECT: Authorization to Purchase Hydraulic Pump

SOURCE: Transportation

COMMENT: Vehicle No. 6611, a 2023 Peterbilt Residential Refuse Truck, has experienced failure of the hydraulic pump. This component is essential to the operation of the vehicle's automated side-loading system, which is required for residential refuse collection services.

The hydraulic pump is a proprietary component that can only be purchased directly from the truck manufacturer. Vehicle No. 6611 remains in good overall condition and has an estimated six years of useful service life remaining. Timely replacement is necessary to return the vehicle to service and maintain uninterrupted collection operations.

Ray Gaskin Service, the truck manufacturer, provided an estimate totaling \$10,596.55, including sales tax. To accommodate unforeseen adjustments, staff recommends including a 10% contingency, resulting in a total not-to-exceed authorization of \$11,656.21. Procurement of the replacement hydraulic pump is consistent with the City's purchasing policies for sole-source manufacturer components.

Funding for this purchase is available in the Refuse Equipment Maintenance Budget.

RECOMMENDATION: That the City Council:

1. Authorize the purchase of a hydraulic pump for Vehicle No. 6611 from Ray Gaskin Service in an amount not to exceed \$11,656.21 (inclusive of parts, taxes, freight, and contingency); and
2. Authorize payment upon receipt of repair materials.

ATTACHMENTS: 1. Ray Gaskin Service Quote

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

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

Ray Gaskin Service

14572 Rancho Vista Drive

Fontana, CA 92335

909-574-7000 909-574-7005 fax

accounting@raygaskinservice.com

Date	
11/12/2025	58546

Bill To
City of Porterville 291 N. Main St. Porterville, CA 93257

End User
555 N. Prospect St. Porterville, CA 93257 USA

Unit/Truck #	P.O. Number	Terms	Rep	Delivery Date
		Net 30	DH	

Quantity	Back Order	Item Code	Description	Price Each	Amount
1		133067	Pump Assy, Frt Mnt, Tandem Vane, ASL, 35/31	9,699.36	9,699.36T

Subtotal	\$9,699.36
Sales Tax (9.25%)	\$897.19
Payments/Credits	\$0.00
Balance Due	\$10,596.55



SUBJECT: Approval of Option to Purchase, Purchase and Sale Agreement with Self-Help Enterprises for the Springville Avenue Property

SOURCE: Community Development

COMMENT: On March 18, 2025, the City Council approved an Option Agreement with Self-Help Enterprises (SHE) for the potential acquisition and development of City-owned property located on Springville Avenue east of Jaye Street (APN: 260-300-034). The property was identified for future affordable housing development consistent with Government Code Section 37364 and the City's adopted housing goals. The site was previously declared exempt surplus property for purposes of affordable housing, consistent with the Surplus Land Act. As part of its original proposal, SHE envisioned a 133-unit affordable housing development on the site.

Self-Help Enterprises exercised its extension right, and on November 10, 2025, the Option Agreement was formally extended pursuant to its terms. During the extension period, SHE pursued competitive grant funding to support project financing; however, those funds were not awarded. The original Option Agreement allowed for only one extension, and no further extensions are available under the existing contract. As a result, a new Option to Purchase and Purchase and Sale Agreement is required in order for SHE to continue advancing the proposed affordable housing development.

Self-Help Enterprises now requests approval of a new Option to Purchase and Purchase and Sale Agreement to continue advancing the proposed affordable housing development. The new agreement establishes updated land purchase terms, environmental review conditions, financing requirements, and closing procedures necessary for Self-Help Enterprises to pursue State and Federal affordable housing funding.

Under the new Option Agreement, Self-Help Enterprises would be granted a 365-day exclusive option period, with the ability to request a single 365-day extension for a \$1,000 fee. The financial terms include a Purchase Price of \$860,500, to be carried by the City as a 55-year 0% interest note, and a cash payment of \$503,664.93 for previously deferred Improvement Agreement costs at the close of escrow. A refundable \$10,000 option payment will be

deposited into escrow and credited toward closing costs.

The requirement for a 55-year 0% interest note is standard for affordable housing financed through State and Federal programs, including Low-Income Housing Tax Credits. These programs require a long-term soft loan from the local agency so that project revenues can support maintenance, operations, and long-term affordability. Without this structure, the project would not qualify for competitive funding and would not be financially feasible. The 55-year term aligns with State-required affordability covenants.

The Option Agreement includes HUD Responsible Entity environmental compliance requirements applicable to projects seeking federal funding and tax credit financing. Specifically, the agreement requires completion of environmental review pursuant to 24 CFR Part 58 and receipt of an Authority to Use Grant Funds (ATUGF) prior to closing. These requirements ensure that federal environmental review is completed prior to ground disturbance or expenditure of federal funds.

Approval of the Option Agreement does not appropriate funds, transfer title, or authorize construction. Any future development approvals, including CEQA compliance, project entitlements, building permits, and financing actions, will return to the City as required by law.

RECOMMENDATION: That the City Council:

1. Approve the Option to Purchase and Purchase and Sale Agreement with Self-Help Enterprises for the Springville Avenue property (APN: 260-300-034); and
2. Authorize the City Manager to execute the Option Agreement and related documents, including non-substantive modifications as approved by the City Attorney.

ATTACHMENTS:

1. Locator Map 260-300-034
2. DRAFT Exhibit A - Memorandum of Option to Purchase-Purchase and Sale Agreement
3. DRAFT Option to Purchase-Purchase and Sale Agreement

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

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

Locator Map APN 260-300-034



 Subject Property

1 in = 1,200 feet



Exhibit A

DRAFT

Recording Requested By:

SELF-HELP ENTERPRISES

When recorded Return to:

SELF-HELP ENTERPRISES
8445 W. Elwin Ct.
Visalia, CA 93291

MEMORANDUM OF OPTION TO PURCHASE-PURCHASE AND SALE AGREEMENT

This Memorandum of Option to Purchase-Purchase and Sale Agreement between the CITY OF PORTERVILLE ("**OPTIONOR**") and SELF-HELP ENTERPRISES, a California nonprofit corporation ("**OPTIONEE**"), is executed concurrently with an Option to Purchase-Purchase and Sale Agreement dated _____ ("**OPTION**"), between the undersigned parties with respect to the real property identified by the following Assessor's Parcel Number: 260-300-034 located in the City of Porterville, California.

Optionor grants to Optionee the right, on the terms and conditions stated in the Option, to purchase the property identified above, provided the transaction is executed according to the terms of the Option and, in no event, later than Three Hundred Sixty-Five (365) days from the Option's effective date of _____.

OPTIONOR:

City of Porterville

OPTIONEE:

Self-Help Enterprises

Richard Tree, City Manager Date

Thomas J. Collishaw, President Date

Date

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

OPTION TO PURCHASE-PURCHASE AND SALE AGREEMENT

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

RECITALS

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

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

WHEREAS, CITY has determined that it is no longer in the best interests of CITY to maintain ownership of the Property but instead to sell the Property for the development of affordable housing that meets the requirements of Government Code Section 37364; and

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

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

WHEREAS, OPTIONEE has submitted an SB330 that City determined was acceptable; and

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

AGREEMENT

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

1. Option to Purchase. OPTIONOR hereby grants to OPTIONEE the exclusive option to purchase the Property on the terms and conditions in this Option. OPTIONEE may

Optionor Initials (____) (____)

Optionee Initials (____) (____)

OPTION TO PURCHASE-PURCHASE AND SALE AGREEMENT

exercise this Option only as to the entire Property and may not exercise as to only a portion of the Property.

2. Term of Option. The term of this Option shall commence on the execution date and, if not previously exercised as provided below, shall expire and terminate within Three Hundred Sixty-Five (365) days.

a. Extension of Option. If the OPTIONEE is not in default of the Option, the Option Agreement may be extended by the OPTIONEE for Three Hundred Sixty-Five (365) days. The request to extend must be in writing, accompanied by a One Thousand Dollar (\$1,000) extension fee, and initiated not less than forty-five days (45) days before the initial Option term expires.

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

4. Feasibility Period. The OPTIONEE has Three Hundred Sixty-Five (365) days beginning the day the Option is executed to investigate the legal, financing, and physical status of subject property. OPTIONEE may cancel the Option at its sole discretion within this Three Hundred Sixty-Five (365) day period by sending written notice thereof to OPTIONOR, and the initial Ten Thousand Dollar (\$10,000) option fee will be refunded to the OPTIONEE.

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

6. Notice of Exercise of Option. OPTIONEE, if not in default under this Option, may exercise this option by delivering to the OPTIONOR, prior to the expiration of the option, a written notice stating that the option is exercised. OPTIONEE'S signing of escrow instructions would satisfy this requirement. The exercise of this Option escrow is subject to

Optionor Initials (____) (____)

Optionee Initials (____) (____)

OPTION TO PURCHASE-PURCHASE AND SALE AGREEMENT

the Responsible Entity's (as defined by the United States Housing and Urban Development Department ("HUD")) determination to proceed with, modify, or cancel OPTIONEE's identified project based on the results of any required environmental review and the receipt of an "Authority to Use Grant Funds" from HUD, for the proposed development of the subject property. If OPTIONEE is unable to obtain said approvals, OPTIONEE may decline to exercise this Option. If OPTIONEE declines or fails to exercise prior to the expiration of the Option Term, then the remainder of the Option shall be of no force and effect, and OPTIONEE shall not be obligated to buy the Property, and OPTIONOR shall not be obligated to sell the Property.

7. Amount and Terms of Payment.

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

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

Optionor Initials (____) (____)

Optionee Initials (____) (____)

OPTION TO PURCHASE-PURCHASE AND SALE AGREEMENT

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

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

10. Completion of Sale. The sale and purchase shall be consummated through an escrow which shall be opened immediately following the full execution of this Option by the parties hereto at Old Republic Title Company, Escrow Officer Julie Massey, located at 555 12th St., Ste. 2000, Oakland, CA 94607.

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

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

Optionor Initials (____) (____)

Optionee Initials (____) (____)

OPTION TO PURCHASE-PURCHASE AND SALE AGREEMENT

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

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

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

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

Optionor Initials (____) (____)

Optionee Initials (____) (____)

OPTION TO PURCHASE-PURCHASE AND SALE AGREEMENT

OPTIONEE may cancel said escrow and any option consideration shall be retained by OPTIONEE.

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

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

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

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

a. To OPTIONOR:

City of Porterville
291 North Main Street
Porterville, CA 93257
Attn: Richard Tree, City Manager

b. To OPTIONEE:

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

19. Option Assignability. This Option may be assigned by the OPTIONEE with the OPTIONOR'S written consent, which consent shall not be unreasonably withheld.

Optionor Initials (____) (____)

Optionee Initials (____) (____)

OPTION TO PURCHASE-PURCHASE AND SALE AGREEMENT

OPTIONER'S consent shall not be required if OPTIONEE assigns its rights under this Option to a limited partnership in which OPTIONEE or any affiliate thereof is the general partner.

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

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

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

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

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

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

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

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

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

Optionor Initials (____) (____)

Optionee Initials (____) (____)

OPTION TO PURCHASE-PURCHASE AND SALE AGREEMENT

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

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

OPTIONOR:

OPTIONEE:

City of Porterville

Self-Help Enterprises

Richard Tree, City Manager Date

Thomas J. Collishaw, President Date

Date

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

DRAFT

Optionor Initials (____) (____)

Optionee Initials (____) (____)



SUBJECT: Authorization to Repair City Well No.26

SOURCE: Public Works

COMMENT: City Well No. 26, located on the southwest corner of Indiana Street and West Vandalia Avenue, recently experienced a failure of its variable frequency drive (VFD), resulting in the well being taken offline. The VFD is essential for regulating pump motor speed and maintaining consistent system pressure. Without a functioning VFD, the well cannot operate, reducing available water production capacity and limiting system redundancy.

Maintaining multiple operational wells is critical for meeting daily water demand, providing backup during well outages, and ensuring adequate system pressure for residential, commercial, and fire protection needs. Prompt repair of Well No. 26 will restore production capacity, improve system reliability, and support operational readiness.

To expedite the repair, staff obtained three competitive quotes for the purchase and installation of a replacement VFD. The following quotes were received:

<u>Vendor</u>	<u>Quote</u>
Carver Pump Service	\$19,595.66
Mario Sagredo Electrical	\$21,467.97
Telstar Instruments	\$24,266.00

Carver Pump Service submitted the lowest responsive quote and confirmed availability of the required VFD components. The total project cost, including equipment, installation, taxes, and a 10% contingency, will not exceed \$21,556.

Funding for this repair is available within the Water Operating Fund.

RECOMMENDATION: That the City Council authorize the repair of City Well No. 26, including the purchase and installation of a replacement VFD

from Carver Pump Service, in an amount not to exceed \$21,556.

ATTACHMENTS:

1. Carver Pump Quote
2. Mario Sagredo Quote
3. Telstar Instruments Quote
4. CITY WELL 26 (1)

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Acting Public Works Director

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



Mario Sagredo Electrical Inc.
 966 Palm St
 Lindsay, CA 93247
 services.msselectrical@gmail.com

Estimate

ADDRESS
City of Porterville

ESTIMATE #	DATE
1386	12/10/2025

JOB NAME
 City Well 26

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	*****	Square D VFD 150hp 480v stand alone chassis mount VFD	1	18,414.62	18,414.62T
	LABOR W/ HELPER	1 ELECTRICIAN AND 1 HELPER Remove old VFD and install new unit, wire in and program to work with current system.	6	225.00	1,350.00

SUBTOTAL	19,764.62
TAX	1,703.35
TOTAL	\$21,467.97

Accepted By

Accepted Date



Contractor License #422364
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

December 17, 2025

Porterville Water Dept.
555 N. Prospect
Porterville, CA 93257

Sent via Email: jpruitt@ci.porterville.ca.us

Attn: Jonathan Pruitt
Subject: Well 26 – VFD Replacement
Reference: 20-44572

Drawings: N/A
Specifications: N/A

Dear Jonathan,

Telstar Instruments (“Telstar”) is pleased to provide a quote for the referenced project to the above identified purchaser (“Customer”).

By accepting this proposal from Telstar you agree to treat this as confidential information.

SCOPE OF SUPPLY / SERVICES

1. Telstar will Provide and install one (1) 150HP VFD to replace the existing bad VFD.
2. Telstar will wire controls back the same way they are now.
3. Telstar will program the VFD to operate the same way as the old drive was operating.
4. Start up of the VFD is included.

Lump Sum Price for this Scope.....\$24,266.00

Shipping and Handling for Telstar Supplied Materials IS INCLUDED

Sales Tax IS INCLUDED

This quotation is based on Customer’s representation that this IS a prevailing wage project.

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

- a. Material price is valid for seven (7) days from date referenced on this quote (Refer to Industry Material Pricing and Delivery clause under Terms and Conditions)
- b. This quotation is based on the inclusion of Telstar’s standard Terms and Conditions as part of any purchase order, contract or other agreement.
- c. Telstar’s quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.

- d. Telstar assumes no responsibility for performance, applicability, compatibility, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
- e. Please reference the above stated quote number in all correspondence and purchase orders.
- f. A fee of 2% will be applied to all invoices paid by credit card.

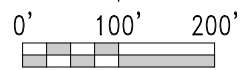
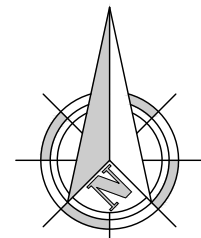
TERMS AND CONDITIONS

Base Terms: The attached Quotation is valid for 30 days from the date of Telstar Instruments' ("Telstar") quotation. Acceptance of Telstar's Quotation constitutes a binding Agreement incorporating these Terms and Conditions ("Agreement"). Payment is due and payable 30 days from date of invoice. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Overtime and premium labor hours are not included in the quotation, and will result in an additional charge. Service calls are charged at a 4-hour minimum per person, excluding travel time, which is charged separately. Unless expressly stated in the Quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work. The term "Equipment" and "Services" as used in these Terms and Conditions refers to the materials and labor provided by Telstar under this Agreement.

Limitation of Liability: (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or Services, downtime costs, delays, or claims of customers of Customer, their officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim, whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any Equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment or Services that are the subject of the claim. (b) All causes of action against Telstar arising out of or relating to this Agreement, or the performance or breach hereof shall be deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

Force Majeure: Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, pandemic, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar for such delay.

Cancellation: In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Agreement, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for disruption in



SCALE: 1" = 200'

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

CITY WELL 26

DRAWN BY	GG
CHECKED BY	
SCALE	1" = 200'
DATE	10/3/2025

SHEET
 1
 OF
 1



SUBJECT: Authorization to Repair Refuse Truck (Unit No. 6676)

SOURCE: Transportation

COMMENT: Refuse Roll-Off Truck No. 6676 has experienced a failure of the tarp arms, which are required to properly secure loads during transport. The malfunction prevents the tarp system from operating as intended and places the vehicle out of compliance with safety requirements.

Truck No. 6676 is an essential piece of equipment used for roll-off container operations. The tarp arms have sustained wear and damage consistent with normal use, resulting in the inability to fully deploy and retract the tarp. Repairs are necessary to return the vehicle to safe and reliable service and to avoid extended downtime.

Staff recommends utilizing Viking Trailer to perform the repairs, as they are the only local vendor capable of completing the full tarp arm repair. Using a local vendor will minimize downtime and ensure the work is completed efficiently.

Viking Trailer provided an estimate in the amount of \$6,239.58 for the necessary repairs, including labor, parts, freight, and tax. To account for unforeseen adjustments, staff recommends including a 10% contingency of \$623.96, resulting in a total not-to-exceed amount of \$6,863.54.

Repair costs will be paid from the Solid Waste Equipment Maintenance operating budget. Sufficient funds are available in the current fiscal year budget.

RECOMMENDATION: That the City Council authorize the repair of Refuse Roll-Off Truck No. 6676 by Viking Trailer in an amount not to exceed \$6,863.54.

ATTACHMENTS: 1. Viking Trailer Quote

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

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



CITY COUNCIL AGENDA – JANUARY 20, 2026

SUBJECT: Authorization to Renew FirstTwo Software Subscription for the Police Department

SOURCE: Police

COMMENT: The Porterville Police Department utilizes FirstTwo, a cloud-based situational awareness software platform that provides officers with real-time access to publicly sourced information, utility and parcel data, maps, and other location-based intelligence. FirstTwo supports officer safety, investigative efficiency, and tactical decision-making by aggregating data into an accessible interface that can be used in the field on mobile devices.

The current FirstTwo subscription term expired on January 1, 2026. In order to avoid service interruption, the Police Department requests authorization to renew the FirstTwo Full Agency License for a two-year term beginning January 1, 2026 and ending January 1, 2028. The renewal includes unlimited users, searches, and devices, as well as support, training, and third-party integrations.

The cost for the two-year term is \$15,000. The quoted pricing is based on agency size and includes unlimited agency layers within the platform. The subscription renewal will be funded from the Police Department’s General Fund operating budget. No additional appropriation is required.

RECOMMENDATION: That the City Council:

1. Authorize the Police Department to renew the FirstTwo Full Agency License for a two-year term beginning January 1, 2026; and
2. Authorize payment to FirstTwo, Inc. in the amount of \$15,000.

ATTACHMENTS: 1. FirstTwo Quote

Appropriated/Funded:

Review By:

Department Director:
Bobby Rader, Interim Chief of Police

Final Approver: Richard Tree, City Manager



FirstTwo, Inc.

1 Blackfield Drive #242
Tiburon, CA 94920
www.firsttwo.com
support@firsttwo.com
888-934-7782

Invoice

Invoice # 3243

1/1/2026

Bill To	Account #	P.O. No.	Payment Terms	Term	Start Date
Porterville PD 350 N D St Porterville, CA 93257	700		Net 30	2 Years	1/1/2026
Quantity	Description	Unit Price	Amount		
1	FirstTwo Full Agency License - Law Enforcement Based on Agency Size: 61 - 80 Unlimited Users, Searches and Devices Support and Training Included Unlimited Agency Layers Included 3rd Party Integrations (where applicable) Discounted from \$18,000 to \$15,000 for this term. See pricing @ https://www.firsttwo.com/pricing.html Term Jan 1, 2026 - Jan 1, 2028	15,000.00	15,000.00		
			Total	\$15,000.00	

Terms

Unless stated otherwise in the Order, the use of FirstTwo is subject to the additional FirstTwo Customer Licensing Terms found here:
<https://www.firsttwo.com/customerterms>

Payment Remittance Instructions

Please include your customer name and/or number when remitting payment. Checks sent through regular mail please send payment to:
FirstTwo, Inc.
12709 Collection Center Drive
Chicago, IL 60693

Contact FirstTwo to arrange payment via ACH, Credit Card or Wire Transfer at (888) 934-7782 or support@firsttwo.com.



CITY COUNCIL AGENDA – JANUARY 20, 2026

SUBJECT: Authorization to Issue Request for Proposals for Solar Maintenance Services

SOURCE: Transportation

COMMENT: On August 20, 2024, the City Council authorized staff to release a Request for Proposals (RFP) for Solar Maintenance Services. One proposal was received in response; however, the proposer did not respond to attempts by the City to negotiate a contract. As a result, no award was made.

To ensure competitive responses and obtain qualified maintenance services for the City's solar infrastructure, staff have prepared an updated RFP for release. Solar maintenance services include monitoring, inspections, panel cleaning, reporting, and repair coordination for City-owned solar arrays located throughout the community.

This project is eligible for federal financial participation. The Federal Transit Administration (FTA) provides federal financial assistance for up to eighty percent (80%) of the cost, with the City providing the remaining local match using Local Transportation Funds (LTF). Funding for this project has been appropriated in the Fiscal Year 2025–2026 budget, and no additional budget appropriation is required at this time.

If approved, the RFP will be released on January 27, 2026, with proposals due February 26, 2026. Staff anticipates returning to the City Council on March 17, 2026, with a recommended contract award. If awarded, services are anticipated to begin on or around April 1, 2026.

RECOMMENDATION: That the City Council:

1. Approve the draft Request for Proposals for Solar Maintenance Services;
2. Authorize staff to advertise the RFP and solicit proposals; and
3. Direct staff to negotiate with the most responsive and responsible proposer and return a contract for City Council consideration.

ATTACHMENTS: 1. Draft RFP – Solar Maintenance Services

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

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



**CITY OF PORTERVILLE
REQUEST FOR PROPOSAL RFP No. 25/26-SRXXX
SOLAR OPERATIONS & MAINTENANCE SERVICES**



January 27, 2026

The City of Porterville does not discriminate on the basis of race, gender, ethnicity, age, national origin, religion or disability in its employment opportunities, programs, services, contracting opportunities or activities. It is the City's policy to ensure compliance with the Title VI of the Civil Rights Act of 1964 in its contracting opportunities.

The project is funded in part by the Federal Transit Administration Catalog of Federal Domestic Assistance (CFDA) 20.500 and 20.507. The City of Porterville reserves the right to reject any or all proposals.



**CITY OF PORTERVILLE, CALIFORNIA
REQUEST FOR PROPOSALS (RFP) NO. 25/26-SRXXX
SOLAR OPERATIONS & MAINTENANCE SERVICES**

PROPOSALS will be received by the Transportation Department, submitted through the Public Purchase website, until 2:00 P.M. on Thursday, February 26, 2026, for the Contract to provide a turnkey operations and maintenance solar support services. **Proposals must be submitted through the Public Purchase website.**

A mandatory site visit is NOT REQUIRED in order to be familiar with the site and the work to be performed. To examine the site, please contact the Director of Transportation, Russell Isom at (559) 782-7514 or risom@ci.porterville.ca.us.

This contract is federally funded and as such, the Federal Requirements associated with the performance of services under this contract have been included with this RFP. The awarded Proposer will be responsible for adherence to all local, state, and federal requirements listed herein. These requirements are hereby incorporated into the subsequent contract arising from this RFP.

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. All addenda and correspondence during the process will be handled electronically through the Public Purchase website.

The City has not established a DBE goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract. The City of Porterville overall DBE goal is 1% of total contracts (including subcontracts) awarded.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded the full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Porterville will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, age, sexual orientation, or military or veteran status in any consideration leading to the award of contract.

The right is reserved by the City of Porterville to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

Publication Dates:

January 27, 2026

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Section I - Instructions

RFP/Agreement Schedule

Event	Date of Event
RFP Available to the public	January 27, 2026
Required Site Tour	N/A
Deadline to submit questions	February 20, 2026
Proposal submittal deadline @ 2:00 pm PST	February 26, 2026
Short list established and vendors notified	March 1, 2026
Interviews/Presentation with short-listed vendors (if required)	N/A
Award of Contract @ City Council Meeting	March 17, 2026
Contract Begins	April 1, 2026

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.**

Background

The City of Porterville ("CITY") is located in Tulare County, which is part of the Central San Joaquin Valley of California. The San Joaquin Valley is a rich agricultural area and Tulare County is recognized as the largest agricultural-producing county in the world.

Porterville has a land area of approximately 14.3 square miles (9,161 acres), situated at the base of the foothills of the Sierra Nevada Mountain Range. It is approximately 30 miles southeast of Visalia (the County seat); 60 miles northeast of Bakersfield, 165 miles northeast of Los Angeles, and 254 miles southeast of San Francisco. State Routes 65 and 190 bisect the community.

The Porterville City Council is the policy-making body for the City of Porterville's Transportation Department. It adopts the Short-Range Transit Plan, and through the annual budgetary process, establishes operational and funding levels for the system. The City Council also sets operational policies and parameters.

Management of the City's public transportation system, referred to as Porterville Transit, is an integrated function of the City of Porterville. The Transportation department is responsible for the overall management of the service. The City is also responsible for the maintenance of the transit fleet, through its Field Services Division.

The City outsources, to a private contractor, to perform daily operations of Porterville Transit. The Director of Transportation is responsible for the overall administration, planning, monitoring, and marketing of the system. The Director of Transportation also acts as a liaison to the Tulare County Association of Governments (TCAG), the California Department of Transportation (Caltrans) and the Federal Transit Administration (FTA). The contracted local General Manager is responsible for the day-to-day operations management; the hiring, testing, training and supervision of all drivers and dispatch staff; fare collection; reporting; ridership data collection; and the operation of Porterville Transit vehicles in accordance with City policy and all State and Federal regulations. The County of Tulare contracts with the City of Porterville to provide transit service to unincorporated areas surrounding Porterville. The County reimburses the City for service provided to County residents using Local Transportation Funds (LTF).

Porterville Transit provides an array of transportation services in the form of fixed route bus services, ADA complementary paratransit, and innovative On-Demand services.

Preparation of Offer

1. Any person (“Proposer”) submitting a Proposal (“Proposal”) in response to this Request for Proposals (“RFP”) shall examine the Scope of Work carefully and be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract to be awarded under this RFP (the “Contract”). No allowances shall be made because of lack of knowledge of any specifications, conditions, or requirements of this RFP.
2. All forms provided must be completed and submitted with your Proposal.
3. It is permissible to copy submittal forms if necessary. Erasures, interlineations, or other modifications of the Proposal must be initialed in original ink by the authorized person signing the offer. No Proposal will be altered, amended, or withdrawn after the specified offer due date and time. The City is not responsible for Proposer’s errors or omissions.
4. All time periods stated as a number of days will be calendar days.
5. It is the responsibility of all Proposers to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after due date and time. Proposers are strongly encouraged to:
 - 1) Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 2) Study and carefully correlate Proposer’s knowledge and observations with the RFP document and other related data.

- 3) Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which a proposer has discovered in or between the RFP document and such other related documents.
- 4) The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Proposer is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- 5) Proposers are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Proposals offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- 6) Proposers' responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products proposed. Proposals submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- 7) Prices shall be submitted on a per unit basis by line item, when applicable. Failure to submit any unit pricing will be sufficient grounds for the City to consider the proposal to be non-responsive. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.

Exceptions

Proposer must not take any exceptions to any terms, conditions or material requirements of this solicitation. Proposals submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Proposals must conform to all the requirements specified in the solicitation. The City encourages Proposers to send inquiries to the procurement officer rather than including exceptions in their Proposal.

Communications to City

All questions pertaining to this RFP, or any matters relating thereto the Scope of Work, or any questions pertaining to the RFP or RFP documents, shall be in writing and shall be submitted only through the Public Purchase website. Communications sent to any other person at the City or at any other address may, in the City's sole discretion, be deemed to be "non-responsive" and the

City in its discretion may elect to disregard any such questions. The City shall not respond to oral inquiries, and oral statements of any nature by the City or any of its representatives may not be relied upon for any purpose whatsoever.

Addenda

The City of Porterville will not be responsible for any oral instructions made by any employees or officers of the City of Porterville regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal.

Business in California

The City will not enter contracts with Proposers (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of California, unless the proposer asserts a statutory exception prior to entering a contract with the City.

Licenses

If required by law for the operation of the business or work related to this Proposal, Proposer must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

Certification

By signing the Proposal, proposer certifies:

- The Proposer's submission of the Proposal did not involve collusion or other anti-competitive practices
- The Proposer shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Proposer has not given, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

Minimum Qualifications

- Proposer must have been in operation a minimum of five years.

Certificates of Insurance

Upon notification of a recommended award, the Proposer will have 14 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

Award of Contract

Unless otherwise indicated, award(s) will be made to the most responsive and responsible Proposer whose proposal, in the sole and absolute discretion of City, for providing the goods and/or services contained in this solicitation, who have demonstrated the ability to perform in an acceptable manner, and is most advantageous to the City.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

A response to a solicitation is a Proposal to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Proposals do not become contracts until they are executed by the Mayor. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual proposers or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under California Statutes, until the resulting contract(s) are awarded to all proposals or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.

As long as the solicitation is not discussed, Proposers may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Proposers may not discuss the solicitation with any City employees or evaluation panel members.

Proposers may discuss their proposal or the solicitation with the Mayor or one or more members of the Porterville City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Proposals, the City Manager will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process. PROPOSERS THAT

VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

“To discuss” means any contact by the Proposer, regardless of whether the City responds to the contact. Proposers that violate this policy will be disqualified until the resulting contract(s) are awarded, or all proposals or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

Protest Process

In the event any person wishes to file a Protest regarding this RFP, such Protest shall be made in accordance with City’s FTA Procurement and Contract Administration Manual (which is available at www.ci.porterville.ca.us), the terms of which are hereby included herein by this reference. The City reserves the right to modify the terms of the protest procedure if it determines that such modification is in its best interest. Should there be any dispute between the City’s FTA Procurement and Contract Administration Manual and the provisions of this Section, the City in its discretion shall determine which provision governs.

By way of background, all Proposers understand and agree that the procurement process undertaken by virtue of this RFP is solely for the benefit of the City, and it is for the City to determine in its discretion which Proposal the City desires to accept. The City has provided for a Protest procedure not to grant any rights to any particular Proposer but, rather, to provide the City the opportunity to review and examine any information regarding any Proposal which it may not have fully evaluated. Thus, no Proposer has any legal right in connection with any Protest Proceeding and the City may, in its discretion, determine whether or not to reject any Protest.

In the event a Protest is rejected, the Proposer may appeal the rejection as set forth in the City’s FTA Procurement and Administration Manual or herein but, again, said appeal shall be decided by the City based upon what it determines to be in its best interest. As such, legal concepts (such as the California or Federal Rules of Civil Procedure and the Judicial Rules of Evidence) and other matters which may be applicable to judicial or other proceedings are not applicable to a Protest in accordance with the City’s FTA Procurement and Contract Administration Manual. In addition, the appeal process set forth in the City’s FTA Procurement and Contract Administration Manual is exclusive and upon the exhaustion of the appeal, no further appeal may be taken, or separate suit filed against the City.

By virtue of submitting its Proposal, any Protesting Party expressly agrees that its remedies are exclusively limited to the City’s Protest procedure set forth in the City’s FTA Procurement and Contract Administration Manual (as the same may be modified hereby) and that there shall be no appeal or litigation resulting from the final award of any Contract by the City. The foregoing is a material consideration in the consideration by the City of any Proposal.

Public Record

All Proposals submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to California State law. If a Proposer believes that a specific section of its Proposal response is confidential, the Proposer will isolate the pages marked confidential in a specific and clearly labeled section of its Proposal response. A Proposer may request specific information contained within its Proposal is treated by the Procurement Officer as confidential provided the Proposer clearly labels the information “confidential.” To the extent necessary for the evaluation process, information marked as “confidential” will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Proposers as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Proposer in writing of any request to view any portion of its Proposal marked “confidential.” The Proposer will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Proposer does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

Right to Disqualify

The City reserves the right to disqualify any Proposer who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest that is disclosed by the Proposer submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Proposer waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City of Porterville or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Proposer.

Late Proposals

Late Proposals must be rejected, except for good cause. If a late Proposal is submitted, the Department will document the date and time of the submittal of the late Proposal, keep the Proposal and notify the Proposer that its Proposal was disqualified for being late.

Pre-Bid Meeting

A mandatory site visit is NOT REQUIRED in order to be familiar with the site and the work to be performed. To examine the site, please contact the Director of Transportation, Russell Isom at (559) 782-7514 or risom@ci.porterville.ca.us.

Contract Award

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award contracts.

Determining Responsiveness and Responsibility

Proposals will be reviewed for documentation of any required minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

Responsiveness: Nonresponsive Proposals will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Proposals will render a Proposal nonresponsive.

Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and a Proposal that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Proposer remove the conditions, exceptions, reservations or understandings. If the Proposer fails to do so in writing, the City may determine the Proposal to be nonresponsive.

Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by Contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Proposer be a responsible contractor. Responsibility includes the Proposer's integrity, compliance with public policy, skill, capacity, experience, record of past performance, financial and technical resources, and facilities for conducting the work to be performed.

The Procurement Officer will review each Proposal to determine if the Proposer is responsible. The City's determination as to whether a Proposer is responsible will be based on all information furnished by the Proposer, interviews (if any), any information at the City's request and information received from Proposer's references, including information about Proposer's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each Proposer agrees to permit by submitting its Proposal, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

The Proposer's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Proposal.

Clarifications

The City may request written clarifications for such purposes as information gathering or eliminating minor irregularities in offers. Clarifications shall not otherwise afford the Offerors the opportunity to alter or change their offers.

Detailed Evaluation of Proposals and Determination of Competitive Range

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Proposer's rankings and which Proposals are within the Competitive Range, when appropriate.

Proposals Not Within The Competitive Range

The City may notify Proposers of Proposals that the City determined are not in the Competitive Range.

Discussions With Proposers In The Competitive Range

The City will notify each Proposer whose Proposal is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Proposer. Each Proposer so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Proposal. The Proposers in the competitive range may be required to provide a demonstration of their product.

Demonstrations - Proposers in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Porterville. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

If a Proposal in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Proposer to remove the conditions, exceptions, reservations or understandings. If the Proposer fails to do so, the City may determine the Proposal is nonresponsive, and the City may revoke its determination that the Proposer is in the Competitive Range.

To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Proposer about other Proposals received in response to this solicitation. During discussions with Proposers in the Competitive Range, the City will not give Proposers specific prices or specific financial requirements that Proposers must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace

or otherwise unacceptable. Proposers will not be told of their relative rankings before Contract award.

Best and Final Offers (BAFO)

A BAFO is an option available for negotiations. Each Proposer in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Proposal and make one BAFO.

If a Proposer's BAFO modifies its initial offer, the BAFO should include a "Change Log" identifying all modifications made to the Proposal. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Proposals. The City will adjust appropriately, at its sole discretion, the initial scores for criteria that have been affected by Proposal modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

The Evaluation Panel will recommend the Proposal that is the most advantageous to the City based on the evaluation criteria.

The City reserves the right to make an award to a Proposer whose Proposal is the highest rated and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

Section II – Standard Terms and Conditions

Contract Interpretation

Applicable Law

This Contract will be governed by the law of the State of California, and suits pertaining to this Contract will be brought only in Federal or State courts in Tulare County, State of California.

Contract Order Of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

- Federal Terms and Conditions
- Special Terms and Conditions
- Standard Terms and Conditions
- Amendments
- Scope of Work
- Specifications
- Attachments
- Exhibits
- Instructions to Contractors
- Other documents referenced or included in the RFP

Organization – Employment Disclaimer

The Agreement resulting hereunder is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and will save and hold the City harmless with respect thereto.

Severability

The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

Non-Waiver of Liability

The City of Porterville as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable California law.

Parol Evidence

This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contract Administration and Operation

Records

All books, accounts, reports, files, and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Porterville office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.

Discrimination Prohibited

Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The Contractor will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts.

Equal Employment Opportunity and Pay

For a Contractor with 35 employees or fewer: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts.

For a Contractor with more than 35 employees: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

Documentation: Contractors may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

Monitoring: The City shall monitor the employment policies and practices of Contractors subject to this article as deemed necessary. The City is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

Health, Environmental and Safety Requirements

The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor will provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
- A list of all federal, state, or local (EPA, OSHA, Tulare County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this Agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

Compliance With Laws

Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent Contractor, the City assumes no responsibility for the Contractor's acts.

Continuation During Disputes

Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by a California Court of competent jurisdiction.

Emergency Purchases

The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

Costs and Payments

General

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Proposal.

Payment Deduction Offset Provision

Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

Late Submission of Claim By Contractor

The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

Discounts

Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

No Advance Payment

Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.

Fund Appropriation Contingency

The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

Maximum Prices

The City will not be invoiced at prices higher than those stated in any contract resulting from this Proposal. Contractor certifies, by signing this Proposal that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Proposal and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.

F.O.B Point

All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

Contract Changes

Contract Amendments

Contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

Assignment – Delegation

No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

Non-Exclusive Contract

Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

Risk of Loss and Liability

Title and Risk of Loss

The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

Acceptance

All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

Force Majeure

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

Loss of Materials

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

Contract Performance

Contractor will furnish all necessary labor, tools, equipment, permitting, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

Damage to City Property

Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

City's Contractual Rights

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Non-Exclusive Remedies

The rights and remedies of the City under this Contract are non-exclusive.

Default In One Installment To Constitute Breach

Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

On Time Delivery

Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

Default

In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

Covenant Against Contingent Fees

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

Cost Justification

In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Proposal price is fair and reasonable.

Work Product, Equipment and Materials

All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

Contract Termination

Gratuities

The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

Conditions and Causes for Termination

This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Contractor will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.
- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

State and Local Sales and Use Taxes

In accordance with applicable state and local law, sales and use taxes may be applicable to this transaction. The state and local sales and use tax burden and legal liability to remit taxes are on the vendor that is conducting business in California and the City of Porterville. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or

application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your offer. Once your proposal is submitted, the Proposal is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

Tax Indemnification

Contractor shall, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require the same of all subcontractors, hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including sales and use taxes, unemployment compensation insurance, Social Security and Worker’s Compensation, and require the same of all subcontractors.

Tax Responsibility Qualifications

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of California for any License or Sales taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in California statutes relative to State Sales and Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the California State Department of Revenue to release tax information relative to California Sales and Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

Russia Sanctions

Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, which shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

Mitigation of Heat-Related Illnesses and Injuries in the Workplace

Any contractor whose employees and contract workers perform work in an outdoor environment under this contract must keep on file a written heat safety plan. The City may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to

prevent heat-related illnesses and injuries in the workplace. The plan must also be posted where it is accessible to employees. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

- Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
- Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- Access to shaded areas and/or air conditioning.
- Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.
- Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
- Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures, and how to report heat illness and injury to emergency medical personnel.

The Contractor further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this contract. Additionally, the Contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this contract. It is the obligation of the Contractor to ensure compliance by its subcontractors.

Section III – Special Terms and Conditions

Term of Contract and Option To Extend

The Contract shall commence on the date both the City and Contractor execute the Agreement (“Contract’s start date”), and end when the City Council accepts the project as completed (“Contract’s end date”).

Post Award Conference

A post award conference may be held by the City prior to commencement of any work. Contractor will be required to attend. The purpose of this conference would be to discuss critical elements of the work schedule, operational problems, the transition plan and procedures.

Estimated Quantities

Quantities listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this Contract, as determined by actual needs. It is expressly understood and agreed that the Contract is to supply the City with its complete actual requirement for the Contract period.

Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within sixty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the City Council prior to the institution of the change

Alteration In Character Of Work

No changes in the scope, character, or complexity of work may be made by Contractor without first receiving approval by contract amendment properly defining and limiting the change. The City will not pay any claim for extra work done or materials furnished by Contractor except as provided in this Contract, and Contractor may not do any work or furnish any materials not covered by this Contract unless first approved by the City through contract amendment. Any such work or materials furnished by Contractor without prior contract amendment is Contractor’s sole risk, cost, and expense, and Contractor may not make any claim for compensation for any such work or materials.

Method Of Invoicing And Payment

The CITY will compensate Contractor for satisfactory and complete performance of work under the Contract at the prices set forth in the Contract, with no additional charges for equipment, supplies, overhead, travel or administrative support.

Contractor shall be paid monthly in arrears. On or before the 10th day of each calendar month, Contractor shall submit one (1) invoice to the City for services provided during the previous month and each invoice shall contain the date, contract number, supporting documentation, and invoice amount. Advance payments are not authorized. Payment may only be made for actual goods and/or services that have been received, less liquidated damages.

The invoice must contain the associated purchase order number on the invoice itself and must be free of mathematical errors and/or missing supporting documentation. Upon finding an error and/or missing documentation, the City will return the invoice to Contractor. Contractor shall promptly resubmit the revised invoice to the City. Failure to identify an error does not waive any of the City's rights. The City shall make every effort to process payment for the purchase of services within 45 calendar days after receipt and approval of a correct invoice.

Any prompt payment discounts offered must be clearly noted by Contractor on all invoices submitted to the City. Monthly invoice must be sent for review to the City's Project Manager. The City shall notify the Contractor if the invoice has been approved or if it requires additional documentation and/or correction.

Following invoice approval, Contractor will email the invoice in PDF format to ap@ci.porterville.ca.us, copying the City's Project Manager. Each PDF attachment will contain only one invoice, although multiple PDFs may accompany an email. The email will be in plain text format free of any signatures or images (jpeg, bmp, etc.).

A "remit to" address must also be on the invoice and must match the address on file with the City. Any changes to the remit to address must be updated by the vendor.

Key Personnel

Contractor shall maintain the Key Personnel identified in its proposal for a minimum of 24 months from the "Effective Date" of contract award by City Council unless they are no longer employed by Contractor. Contractor shall notify the City in writing prior to removing, reassigning, or appointing an individual from or to any Key Personnel position whether in an acting or permanent capacity. For all Key Personnel, Contractor shall fill vacancies with City approval within 45 calendar days of the vacancy, unless otherwise approved by the City in writing. All of Contractor's Key Personnel shall be assigned full-time (a minimum of 40 hours per week) to this project, unless otherwise approved in writing by the City. In the event one or more of Contractor's Key Personnel is permanently replaced, Contractor shall notify the City in writing at least 72 hours prior to the replacement date and time. The replacement personnel shall be subject to the City's prior approval in writing.

Strict Performance

Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

Performance Interference

Contractor shall notify the City's Project Manager immediately of any occurrence and/or condition that threatens to interfere with the full performance of the contract and confirm it in writing within 24 hours.

Unsatisfactory Performance

Contractor will furnish all necessary labor, tools, equipment, permitting, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the Scope of Work, or elsewhere in this Contract. The City shall decide all questions as to the quality and acceptability of any work performed under the Contract as monitored and documented by the City. If, in the opinion of the City, performance becomes unsatisfactory, the City shall notify Contractor. Contractor shall have a reasonable time to cure the unsatisfactory performance.

If the unsatisfactory performance is not cured within the time specified, the City may immediately correct or complete the work to its satisfaction and deduct the associated costs from any balances due or to become due to Contractor. Contractor will be liable for difference between cost to the City to complete the Work with other forces and the cost to the City for completion of the Work by Contractor per the contract. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.

Employee Identification and Facility Access

Only authorized Contractor employees are allowed on the premises of City facilities. Contractor employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor or subcontractor employee.

Confidentiality

"Confidential Information" means all non-public, confidential, sensitive, or proprietary information disclosed or made available by City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively "Recipient"), whether disclosed before or after the "Effective Date" of contract award by City Council, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, business operations, strategic plans, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential

Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.

Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the Contract; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Contract; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Contract. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.

Upon the City's written request or expiration of this Contract, whichever is earlier, Recipient shall, at no additional costs to the City, promptly return or destroy all Confidential Information belonging to the City that Recipient has in its possession or control. After return or destruction of the Confidential Information, Recipient shall certify in writing as to its compliance with this paragraph.

If applicable, Contractor agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems whether onsite or remotely.

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section. Contractor's obligations pursuant to this Section shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Contract.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Contract without notice. The obligations of Contractor under this Section shall survive the termination of this Contract.

Data Protection

The parties agree this Section shall apply to the City's Confidential Information and all categories of legally protected personally identifiable information (collectively "PII") that Contractor processes pursuant to the Contract. "Personally identifiable information" is defined as in the Federal Privacy Council's Glossary available at: fpc.gov/resources/glossary.

As between the parties, the City is the data controller and owner of PII and Contractor is a data processor. In this Section, the term “process,” “processing,” or its other variants shall mean: an operation or set of operations which is performed on PII, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.

When Contractor processes PII pursuant to the Contract, Contractor shall, at no additional cost to the City:

- (1) process PII only within the United States and only in accordance with the Contract and not for Contractor’s own purposes, including product research, product development, marketing, or commercial data mining, even if the City’s data has been aggregated, anonymized, or pseudonymized;
- (2) implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice. (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing PII.)
- (3) not subcontract any processing of PII to any third party (including affiliates, group companies or sub-contractors) without the prior written consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;
- (4) as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
- (5) take reasonable steps to ensure the competence and reliability of Contractor’s personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;

(6) maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Contract and applicable laws;

(7) allow the City or its authorized agents to conduct audit inspection during the term of the Contract, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor's sub-contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section.

If Contractor becomes aware of any actual or potential data breach (each an "Incident") arising from Contractor's processing obligations pursuant to the Contract, Contractor shall notify the City without undue delay within 48 hours; and:

(1) provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;

(2) take action immediately, at Contractor's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;

(3) cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and

(4) not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section. Contractor's obligations pursuant to this Section shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Contract.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Contract without notice. The obligations of Contractor under this Section shall survive the termination of this Contract.

Security Inquiries

Contractor acknowledges that all of the employees that it provides pursuant to this Contract shall, at Contractor's expense, be subject to background and security checks and screening at the request of the City. Contractor shall perform all such security inquiries and shall make the results available

to the City for all employees considered for performing work (including supervision and oversight) under this Contract. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still be engaged by Contractor for other work not involving the City. An employee rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City's prior approval.

The City, in its sole discretion, reserves the right, but not the obligation to:

- (1) require an employee/prospective employee of the Contractor to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information;
- (2) act on newly acquired information whether or not such information should have been previously discovered;
- (3) unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and
- (4) object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Contract. Contractor will bear the costs of all inquiries requested by the City.

Contacts With Third Parties

Contractor or its subcontractors shall not contact third parties to provide any information in connection with the deliverables provided under this Contract without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Contract or any other prior or existing contract with the City, Contractor or its subcontractors shall promptly inform the City, giving the particulars of the information sought, and shall not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section shall survive the termination of this Contract.

Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

No Third Party Beneficiaries

The parties expressly agree that this Contract is not intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary nor to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

Non-Disclosure

Contractor shall not disclose, without the City's prior written consent, any information in the performance of the Services under this Contract to any person, firm, corporation, association, or other entity other than persons in the City's organization qualified to receive such information, for any reason or purpose whatsoever, nor shall Contractor make use of any such confidential or proprietary information for its own purposes or for the benefit of any person, firm, corporation, or other entity, except the City.

Contractor agrees to act as a trustee of the foregoing information and as trustee of any other confidential information learned in connection by Contractor's relationship with the City. Contractor further represents to the City that, as an inducement to enter this Contract, Contractor will hold this information in trust and confidence for the City's sole benefit and use.

Further, there shall be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City.

Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Contract, then, and in that event, upon written demand, Contractor shall relinquish to the possession and control of the City its entire file related to this Contract and only those portions of said file deemed by the City to be not privileged shall be returned to Contractor pending the resolution of the existing or anticipated litigation.

Contractor agrees that the requirements of this Section shall be incorporated into any subcontractor agreements entered into by Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice. The obligations of Contractor under this Section shall survive the termination of this Contract.

Advertising

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents concerning this Contract or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Contractor pursuant to this Contract shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

Accrued Liabilities

Contractor shall be responsible for the payment of all liabilities to its employees accrued during the contract term, including but not limited to accrued vacation, sick time, and any other benefits accrued under the terms of any collective bargaining agreement between Contractor and the union representing its employees or under the terms of any employment contract or agreement. All such payments shall be made by Contractor at the end of the contract term and no additional

compensation shall be provided by the City for such accrued liabilities. Contractor shall not have any obligation for the liabilities of the prior contractor to its employees.

Claims or Demands Against The City

Contractor acknowledges and accepts the provisions of the Charter of the City of Porterville pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in the Charter of the City of Porterville alters, amends or modifies the supplemental and complementary requirements of the State of California Notice of Claim statutes pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

Moreover, nothing in this Contract will constitute a dispute resolution process, an administrative claims process, or contractual term sufficient to affect the date on which the cause of action accrues.

Conflicts of Interest

Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Contract upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Porterville City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Contract without liability, including any such commission, percentage, brokerage or contingent fee.

The City reserves the right to immediately terminate the contract in the event that the City determines that Contractor has an actual or apparent conflict of interest.

Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City for the purpose of securing this Contract, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Contract, the City may, by one calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Contract, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in a California court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.

Section IV – Insurance and Indemnification

Standard General Defense and Indemnification

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Porterville and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor’s Agents for the City of Porterville. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

Contractor’s Insurance

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this Section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors and Contractor may purchase such additional insurance as they determined necessary.

Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

Commercial General Liability – Occurrence Form

General Aggregate - \$1,000,000

Products – Completed Operations Aggregate - \$1,000,000

Personal and Advertising Injury - \$1,000,000

Fire Damage - \$1,000,000

Each Occurrence - \$1,000,000

The policy must name the City of Porterville as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations, and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.

There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Porterville as an additional insured.

City of Porterville is an additional insured to the full limits of liability purchased by the Contractor.

The Contractor’s insurance coverage must be primary insurance and non- contributory with respect to any insurance or self-insurance carried by the City.

Automobile Liability

Bodily injury and property damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

UM/UIM Per Person Limit \$1,000,000

UM/UIM Per Accident Limit \$1,000,000

- The policy must be endorsed to include the City of Porterville as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.
- City of Porterville is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary insurance and non-contributory with respect to any insurance or self-insurance carried by the City.

Worker’s Compensation and Employers’ Liability

Workers’ Compensation

Employers’ Liability: Statutory

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- Policy must contain a waiver of subrogation against the City of Porterville.
- This requirement does not apply when a contractor or subcontractor is exempt, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

Property Insurance – Contractor’s Property and Equipment

Contractor must maintain all risk property insurance for Contractor’s personal property. The CITY will have no responsibility for any damage to Contractor’s personal property and Contractor’s property insurance must be endorsed to include a waiver of subrogation against the CITY.

Additional Insurance Requirements

Policies must include, or be endorsed to include, the following provisions:

- 1) On insurance policies where the City of Porterville is named as an additional insured, the City of Porterville must be an additional insured to the full limits of liability purchased by Contractor even if those limits of liability are in excess of those required by Contract.
- 2) Contractor’s insurance coverage or self-insurance must be primary insurance and non-contributory with respect to all other available sources.
- 3) Coverage provided by Contractor must not be limited to the liability assumed under the indemnification provisions of the Contract.

Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to City of Porterville.

Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of California and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage

Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be mailed, emailed, or hand delivered to City of Porterville.

Section V - SCOPE OF WORK

The scope of work set forth in this Request for Proposals represents an outline of the goods and services which the CITY anticipates the successful Proposer to perform, and is presented for the primary purpose of allowing the CITY to compare proposals. The precise scope of work to be incorporated into the General Services Agreement shall be negotiated between the City and the successful Proposer. **The CITY requests that the Proposer suggest changes to the scope of work (as a part of the proposal) in order to achieve the CITY's Project Objectives.**

Introduction

The City of Porterville is soliciting proposals from qualified firms to provide a turnkey operations and maintenance solar support services for its two solar facilities.

Background

The City of Porterville has two facilities with solar systems. One system is at the Porterville Transit Center, located at 61 W. Oak Ave, Porterville, CA 93257. The second and third systems are at the City Corporation Yard, located at 555 N. Prospect St., Porterville, CA 93257. The City has lost its ability to monitor the systems and does not know if the systems are function correctly.

Purpose of RFP

1. Evaluate the existing solar facilities;
2. Develop a list and cost of equipment in need of repairs; and
3. Turnkey Operations and Maintenance Solar Support Services, including but not limited to:
 - a. PV Panel Cleaning
 - b. 24 x 7 remote monitoring
 - c. Performance monitoring & reporting
 - d. Troubleshooting, repair & call out services
 - e. Vendor and Warranty management
 - f. Annual maintenance planning & scheduling
 - g. Firmware upgrades
 - h. De-commissioning & replacement

Contract Length

The City is open to five year contract lengths, and requests the associated financial proposals for those lengths.

Proposal Format

Proposals should be clear, concise, and provide detailed information concerning the Proposer's ability to successfully perform the obligations as described in the Scope of Work. All Proposals shall include the following documentation in the proposal package:

1. Cover Letter
 - a. Cover letter shall introduce the Proposer and establish interest in providing the scope of work that meet the requirements of the City.
 - b. An individual duly authorized to commit resources on behalf of the Proposer must sign the letter.
2. Experience Statement
 - a. Indicate how many years of experience Proposer has in performing work of a similar nature to that solicited in this RFP.
3. Project Staffing and Project Organization
 - a. Provide education, experience, and applicable professional credentials of project staff.
4. Work Plan
 - a. Proposer shall provide a detailed narrative addressing the Scope of Services requirements and demonstrating Proposer's understanding of the City's needs and requirements.
 - b. Throughout the narrative, Proposer will include references for each section of the Scope of Services that refers to the City's requirements.
5. Provide a list of at least three (3) references, current or past customers; including company name, address, contact name, phone number, current email address.
6. Provide a contract price proposal.
7. Complete and submit all required forms.

Section VI – Federal Transit Administration (FTA) Terms and Conditions

These clauses are required because this procurement is funded in whole or in part by the United States Department of Transportation (USDOT), Federal Transit Administration. The requirements in these clauses are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Contract. If any requirements in these clauses are inconsistent with a provision found elsewhere in this Contract and is irreconcilable with such provision, the requirement in these clauses shall prevail.

Contractor shall comply with the following FTA requirements. For purposes of these clauses, the AGENCY is the City of Porterville (FTA recipient) that is entering the Contract with Contractor.

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.

[These requirements do not apply to micro-purchases (\$15,000 or less, except for construction contracts over \$2,000).]

The AGENCY and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the AGENCY, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract. Contractor shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. NOTIFICATION TO FTA.

[These requirements apply to all contracts and subcontracts in excess of \$25,000.]

If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the AGENCY, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. Contractor must include an equivalent provision in its sub agreements at every tier for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. **Types of Legal Matters Requiring Notification.** The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- B. **Matters Affecting the Federal Government.** Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the Contract, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- C. **Additional Notice to U.S. DOT Inspector General.** Contractor must promptly notify the AGENCY, which must then promptly notify the U.S. DOT Inspector General in

addition to the FTA Chief Counsel or Regional Counsel for Region 9 if Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Contract or another agreement between the AGENCY and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the AGENCY. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision also applies to all divisions of the AGENCY,

3. PROGRAM FRAUD & FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS.

[These requirements do not apply to micro-purchases (\$15,000 or less, except for construction contracts over \$2,000).]

- A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the Federal Government deems appropriate.
- C. Contractor shall include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS, REPORTS, and SITES

- A. **Record Retention**. Contractor shall retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- B. **Retention Period**. Contractor shall comply with the record retention requirements in accordance with 2 CFR § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records**. Contractor shall provide sufficient access to the U.S. Secretary of Transportation, the Comptroller General of the United States, FTA, the Agency, and their duly authorized representatives to inspect and audit records and information, including such records and information the AGENCY or Contractor may regard as confidential or proprietary related to performance of this contract as reasonably may be required.
- D. **Access to the Sites of Performance**. Contractor shall permit FTA, the Agency, and their duly authorized representatives' access to the

5. FEDERAL CHANGES

Contractor shall at all times comply with all applicable federal laws, regulations, requirements, policies, procedures, guidance, and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the City of Porterville and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

6. CIVIL RIGHTS

The AGENCY must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless an AGENCY or federal program, including any Indian Tribe or Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.

A. Nondiscrimination in Federal Public Transportation Programs.

1. Contractor must prohibit: (a) discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age; (b) exclusion from participation in employment or a of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and (d) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
2. Contractor must follow the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act.

1. Contractor must prohibit discrimination based on race, color, or national origin;
2. Contractor must comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21; and (c) Federal transit law, specifically 49 U.S.C. § 5332; and
3. Contractor must follow: (a) the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance; (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3; and (c) all other applicable federal guidance that may be issued.

C. Equal Employment Opportunity.

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor must also comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; (b) Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; (c) Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; (d) federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; and (e) FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients.” Further, Contractor must follow other federal guidance pertaining to EEO laws, regulations, and requirements.

2. Affirmative Action. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), Contractor must take affirmative action that includes, but is not limited to: (a) recruitment advertising, recruitment, and employment; (b) rates of pay and other forms of compensation; (c) selection for training, including apprenticeship, and upgrading; and (d) transfers, demotions, layoffs, and terminations.
3. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
4. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.
5. Indian Tribe. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."
6. Equal Employment Opportunity for Construction Activities. When undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), Contractor must comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Chapter 60 (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," 42 U.S.C. § 2000e note).
7. Access for Elderly Individuals and Individuals with Disabilities. Contractor agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and the Architectural Barrier Act of 1968, as amended, 42 U.S.C. § 4151, et seq. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

7. INCORPORATION OF FTA TERMS

[These requirements do not apply to micro-purchases (\$15,000 or less, except for construction contracts over \$2,000).]

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the

preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the AGENCY that would cause the AGENCY to be in violation of the FTA terms and conditions. Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

8. FREE SPEECH & RELIGIOUS LIBERTY

All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.

9. FEDERAL TERMINATION RIGHTS

The termination rights under this Contract are in addition to, and in no way limit, the Federal Government's right to terminate as described in 2 CFR § 200.340.

10. DEBARMENT, SUSPENSION, INELIGIBILITY, & VOLUNTARY EXCLUSION

[This requirement does not apply to contracts and subcontracts under \$25,000.]

- A. Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.
- B. Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally-funded contract (which includes review of SAM at sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200) and are not presently declared by any Federal department or AGENCY to be: (1) debarred from participation in any federally-assisted Award; (2) suspended from participation in any federally-assisted Award; (3) proposed for debarment from participation in any federally-assisted Award; (4) declared ineligible to participate in any federally-assisted Award; (5) voluntarily excluded from participation in any federally-assisted Award; or (6) disqualified from participation in any federally-assisted Award.
- C. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that Contractor available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor shall comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- D. Contractor agrees that it will not enter into any “covered transaction” (as defined at 2 CFR 180.220 and 1200.220) with any “third party participant” (as defined in Section 1 of FTA’s Master Agreement (Version 31, dated May 2, 2024), as may be updated or amended) that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions except as otherwise authorized by applicable Federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants. Contractor further agrees that it will review the Federal Government’s “System for Award Management — Lists of Parties Excluded from Federal Procurement and Non-procurement Programs,” if required by USDOT regulations (2 C.F.R. Part 1200).

11. TERMINATION

The AGENCY must include provisions in their contracts and subcontracts that allows for termination for cause and for convenience by the AGENCY, including the manner by which it will be effected and the basis for settlement. See Appendix II(B) to 2 CFR part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and FTA Circular 4220.1F, Chapter IV, paragraph 2.b.(6)(b)4 – Termination.

12. VIOLATION & BREACH OF CONTRACT

[These requirements are not applicable to contracts and subcontracts under the simplified acquisition threshold (currently set at \$250,000).]

Unless otherwise provided for by the AGENCY, the following provisions shall apply:

- A. **Dispute Resolution.** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY. This decision shall be final and conclusive unless within ten calendar days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the authorized representative of AGENCY. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of AGENCY shall be binding upon Contractor, and Contractor shall abide by the decision.
- B. **Performance During Disputes.** Notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, Contractor shall

continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by a California Court of competent jurisdiction.

- C. **Rights and Remedies.** The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed upon in writing.

13. LOBBYING RESTRICTIONS

[These requirements do not apply to contracts and subcontracts under \$100,000.]

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the AGENCY.

14. CARGO PREFERENCE (USE OF U.S.-FLAG VESSELS)

[These requirements apply to all contracts involving equipment, material, or commodities that may be transported by ocean vessels.]

- A. At least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this Contract, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels (46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381);
- B. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-

lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the AGENCY (through the Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

- C. Contractor shall include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

15. FLY AMERICA

[These requirements apply to contracts and subcontracts involving the transportation of persons or property by air between a place in the United States and a place outside of the United States, or between places outside the United States, when the FTA will participate in the cost of such air transportation.]

- A. As used in this clause: **(1) “international air transportation”** means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States; **(2) “United States”** means the 50 States, the District of Columbia, and outlying areas; and **(3) “U.S.-flag air carrier”** means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) and U.S. General Services Administration (U.S. GSA) regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 – 301-10.143, requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- D. If Contractor selects a carrier other than a U.S.-flag air carrier for international involving such transportation essentially as follows:

Statement of Unavailability of U.S. - Flag Air Carriers - International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

(End of statement)

- E. Contractor shall include the substance of this clause, including this paragraph (E), in each subcontract or purchase under this contract that may involve international air transportation.

16. EMPLOYEE PROTECTIONS

A. Prevailing Wage & Anti-Kickback

[These requirements apply to all prime construction, alteration, or repair contracts in excess of \$2,000.]

1. For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
2. In addition, Contractor shall pay wages not less than once a week. Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

B. Contract Work Hours/Safety Standards for Awards Involving Construction

[These requirements apply to all contracts involving construction in excess of \$100,000 that involve the employment of mechanics or laborers.]

1. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working

conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

2. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
3. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
4. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Contract.

C. Contract Work Hours/Safety Standards for Awards Not Involving Construction

[These requirements apply to all contracts (not involving construction) in excess of \$100,000 that involve the employment of mechanics or laborers.]

1. Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR part 5.
2. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

3. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
4. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

17. SEISMIC SAFETY

[These requirements apply only to contracts for the construction of new buildings or additions to existing buildings.]

Contractor shall design and construct any new building or addition to an existing building in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations (49 CFR part 41) and will certify its compliance to the extent required by the regulation. Contractor shall ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

18. VETERANS EMPLOYMENT

[These requirements apply only to capital projects. See 49 U.S.C. § 5302(3).]

Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in U.S.C. Section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the Contract. This requirement shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

19. BONDING

[These requirements are applicable to all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000). See FTA Circular C 4220.1F for specific bonding requirements.]

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the AGENCY if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon

acceptance of the bid, execute such contractual documents as may be required within the time specified.

- B. A performance bond on the part of Contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all of Contractor's obligations under such contract.
- C. A payment bond on the part of Contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

20. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

[These requirements apply only to contracts for transit operations performed by employees of contractors and subcontractors recognized by FTA to be a transit operator.]

Contractor shall comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- A. **U.S. DOL Certification.** To the extent that FTA determines that this Contract or any Amendments thereto involve public transportation operations financed in whole or in part with Federal assistance, Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient’s project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL Letter. The requirements of this subsection (A), however do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (B) and (C) of this clause.
- B. **Special Warranty.** If the Contract involves public transportation operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- C. **Special Arrangements.** If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the

employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL Letter.

- D. **Flow Down.** Contractor shall include the substance of this clause in each subcontract that may involve operating public transit services.

21. CHARTER SERVICE

[These requirements apply to contracts for operating public transportation service.]

- A. Contractor shall comply with 49 U.S.C. 5323(d), (g), and (r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: (1) federal transit laws, specifically 49 U.S.C. § 5323(d); (2) FTA regulations, “Charter Service,” 49 CFR part 604; (3) any other federal Charter Service regulations; or (4) Federal guidance, except as FTA determines otherwise in writing.
- B. If Contractor engages in a pattern of violations of FTA’s Charter Service regulations, then FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: (1) barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; (2) withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or (3) any other appropriate remedy that may apply.
- C. Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

22. SCHOOL BUS OPERATIONS

[These requirements apply to contracts for operating public transportation service.]

Contractor shall comply with 49 U.S.C. 5323(f) and (g), and 49 CFR part 605, and not engage in school bus operations using federally-funded equipment or facilities in competition with private operators of school buses, except as permitted under: (A) federal transit laws, specifically 49 U.S.C. § 5323(f); (B) FTA regulations, “School Bus Operations,” 49 CFR part 605; (C) any other Federal School Bus regulations; or (D) federal guidance, except as FTA determines otherwise in writing. If Contractor violates these school bus requirements, then FTA may bar Contractor from receiving Federal assistance for public transportation or require

Contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, Contractor may not use federally-funded equipment, vehicles, or facilities. Contractor should include the substance of this clause in each subcontract or purchase under this Contract that may operate public transportation services.

23. MOTOR CARRIER SAFETY

[These requirements apply to contracts for operating bus operation service.]

- A. **Financial Responsibility.** Contractor shall comply with the economic and insurance registration requirements of: (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 C.F.R. part 387, if Contractor is: (a) engaged in operations requiring compliance with 49 C.F.R. part 387, (b) engaged in interstate commerce, and (c) not within a defined commercial zone; and (2) provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.

- B. **U.S. FMCSA Requirements.** Contractor shall comply with: (1) safety requirements of U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Federal Motor Carrier Safety Regulations,” 49 C.F.R. parts 390 – 397, to the extent applicable; and (2) driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 C.F.R. part 383, and “State Compliance with Commercial Driver's License,” 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s regulations, “Drug and Alcohol Use and Testing Requirements,” 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

24. SAFE OPERATIONS OF MOTOR VEHICLES

- A. **Seat Belt Use.** Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Contractor or AGENCY.

- B. **Distracted Driving.** Contractor shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

- C. Subcontracts. Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

25. CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

[These requirements do not apply to micro-purchases (\$15,000 or less, except for construction contracts over \$2,000).]

- A. **Definitions.** As used in this clause: (1) "driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise (note: "driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary); and (2) "text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication (note: "text messaging" does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park).
- B. **Executive Order.** This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving company-owned/rented vehicles, Government-owned vehicles, and privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Contractor is also encouraged to conduct initiatives in a manner commensurate with the size of the business, such as: (1) establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and (2) education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- C. **Subcontracts.** Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

26. SUBSTANCE ABUSE (DRUG & ALCOHOL TESTING)

[These requirements apply to contracts with contractors who perform safety-sensitive functions, as defined in 49 CFR Part 655.4, "Definitions."]

- A. Contractor shall establish and implement a drug and alcohol testing program that complies with "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40) and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655), produce any documentation necessary

- to establish its compliance with parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the City of Porterville, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and 49 CFR part 40 and review the testing process.
- B. Contractor shall also submit for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program. Further, Contractor shall certify annually its compliance with parts 655 and 40 and to submit the Drug and Alcohol Management Information System (DAMIS) reports before March 15 to Transit Compliance Officer, City of Porterville Transportation Department, 291 N. Main St. Porterville, CA 93257. To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
 - C. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers involving the performance of a safety-sensitive function under the Contract.

27. BUY AMERICA

[These requirements apply to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock.]

- A. Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR part 661, which provide those federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. Contractor must submit to AGENCY the appropriate Buy America certification with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.
- B. Construction materials used in FTA-funded projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184.
- C. Compliance with FTA's "Buy America Requirements," 49 CFR Part 661, and "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184 shall be deemed to satisfy 2 CFR § 200.322, "Domestic Preferences for Procurements."

28. PROHIBITED TELECOMMUNICATIONS & SURVEILLANCE SERVICES & EQUIPMENT

The AGENCY is prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractor shall not provide covered telecommunications equipment or services in the performance of the Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is: (A) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (B) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes; (C) telecommunications or video surveillance services provided by such entities or using such equipment; and (D) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

29. AIR POLLUTION & FUEL ECONOMY

[These requirements apply to contracts for the purchase of rolling stock.]

The Contractor agrees to comply with applicable Federal air pollution control and fuel economy regulations, such as: EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86; and EPA regulations, "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

30. ROLLING STOCK LIMITATIONS

[These requirements apply to contracts for the purchase of rolling stock.]

Contractor and its subcontractors must comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u), prohibiting the procurement of rolling stock from specified manufacturers for public transportation use.

31. PRE-AWARD & POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

[These requirements apply to contracts for the purchase of rolling stock.]

Contractor shall comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR part 663. Contractor shall comply with the Buy America certification(s) submitted with its offer. Contractor shall participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR part 663 and related FTA guidance.

32. BUS TESTING

[These requirements apply to contracts for the purchase/lease of any bus model that is new or has any major change in configuration/components to be acquired/leased.]

Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the grantee.

33. ENVIRONMENTAL PROTECTIONS

Contractor shall comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

2. National Environmental Policy Act.

1. Contractor shall comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: (a) federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139; (b) the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508; (c) joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622; (d) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note; and (e) other federal environmental protection laws, regulations, and requirements applicable to Contractor.
2. Contractor shall follow federal guidance to the extent that the guidance is consistent with applicable authorizing legislation, which may include: (a) joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews," January 14, 2013; (b) joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and (c) other federal environmental guidance applicable to the Contractor.
3. Environmental Justice. Contractor shall promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order; (2) U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997; and (3) the most recent edition of FTA Circular 4703.1, "Environmental

Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

4. **Other Environmental Federal Laws.** Contractor shall comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to “Protection of Wetlands,” and Executive Order Nos. 11988 and 13690 relating to “Floodplain Management.”
5. **Use of Certain Public Lands.** Contractor shall comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as “section 4(f)”), and joint FHWA and FTA regulations, “Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.
6. **Historic Preservation.** Contractor shall comply with: (1) U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as “section 4(f)”), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places; (2) federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108; (3) the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq.; (4) U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 C.F.R. part 800; and (5) other federal requirements and federal guidance to avoid or mitigate adverse effects on historic properties.
7. **Indian Sacred Sites.** Contractor shall facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, “Indian Sacred Sites,” May 24, 1996, 42 U.S.C. § 3161 note.

34. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

[These requirements do not apply to contracts and subcontracts under \$150,000.]

Contractor shall ensure that it: (A) will not use any violating facilities; (B) will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;” (C) will report violations of use of prohibited facilities to FTA; and (D) will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

35. ENERGY CONSERVATION

Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6321 et seq.).

36. RECYCLED PRODUCTS (SOLID WASTES)

[These requirements apply to all contracts and subcontracts involving the purchase of items designated by the EPA (that contain the highest percentage of recovered materials practicable) in excess of \$10,000. See 40 C.F.R part 247 for federal designation of items.]

Contractor shall provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247. The requirements of Section 6002 include: (A) procuring only items designated in guidelines of the U.S. EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (B) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (C) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

37. INTELLECTUAL PROPERTY/PATENT RIGHTS & RIGHTS IN DATA

[These requirements apply to contracts for the performance of experimental, developmental, or research work.]

- A. This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an

academic institution. For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- B. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes”: (1) any subject data developed under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright purchased by Contractor using federal assistance in whole or in part by the FTA. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
- C. Unless FTA determines otherwise, Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- D. Unless prohibited by state law, upon request by the Federal Government, Contractor shall indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- E. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- F. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by

the Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work.

G. Contractor shall include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

38. COMPLIANCE WITH NATIONAL ITS ARCHITECTURE POLICY

[These requirements apply only to contracts for National Intelligent Transportation System projects.]

Contractor shall conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

39. NTD REPORTING

As a condition of benefitting from federal assistance for public transportation operations, Contractor and its subcontractors must: (A) facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD); (B) conform to the NTD reporting system and the Uniform System of Accounts and Records; (C) comply with FTA regulations, “Uniform System of Accounts and Records and Reporting System,” 49 CFR Part 630; (D) report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, “National Transit Database,” and applicable FTA instructions: (1) any information relating to a transit asset inventory or condition assessment; (2) any data on assaults on transit workers; (3) any data on fatalities that result from an impact with a bus; and (4) such other information as FTA may require; (E) comply with any other applicable reporting regulations, and requirements; and (F) follow FTA guidance.

40. TRAFFICKING IN PERSONS

Contractor and its subcontractors or their employees shall not: (A) engage in severe forms of trafficking in persons during the Contract Term; (B) procure a commercial sex act during the Contract Term; or (C) use forced labor in the performance of the Contract. Contractor shall inform AGENCY immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. AGENCY may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the AGENCY.

41. PRIVACY ACT

Contractor agrees to: (A) comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C.

§ 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract; and (B) include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

42. SECTION 508 COMPLIANCE

Any reports or information that will be provided to DOT or any other Federal agency must comply with Section 508 of the Rehabilitation Act of 1973.

43. DBE REQUIREMENTS

The City and its partners strive to advance the economic growth of small businesses through its Disadvantaged Business Enterprise (DBE) Program.

The City of Porterville DBE Program is managed and administered by the City's Transportation Department. Through a coordinated effort among several city departments and partner agencies, the DBE Program provides certification and opportunities in construction, purchasing, management and technical assistance, educational services, and networking.

A. General Requirements

1. **Applicable Federal Regulations**. This Contract is subject to DBE requirements issued by USDOT in 49 CFR Part 26. Despite the lack of a race- and gender-conscious DBE participation goal for this Contract, the Agency must track and report DBE participation that occurs as a result of any procurement, Joint Venture, goods/services, or other arrangement involving a DBE. For this reason, the Successful Submitter shall provide all relevant information to enable the required reporting.
2. **DBE Participation**. For this solicitation, the Agency *has not* established a race- or gender-conscious DBE participation goal. The Agency extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The Agency uses race- and gender-neutral measures to facilitate participation by DBEs and Small Businesses. The Agency encourages each Submitter to voluntarily subcontract with DBEs and Small Businesses to perform part of the work—a Commercially Useful Function—that Submitter might otherwise perform with its own forces.

3. **Small Business Participation.** The Agency will track the participation of all approved businesses throughout the life of this contract. The Agency will count Small Business participation as authorized by federal regulations. A summary of these regulations can be found at www.ecfr.gov (49 CFR Part 26.39).
4. **DBE Certification.** Only firms (1) certified by the Agency or another CAUCP member, and (2) contracted to perform a Commercially Useful Function on scopes of work for which they are certified, may be considered to determine DBE participation resulting from race- and gender-neutral (RGN) measures on this Contract. This DBE determination affects the Agency’s tracking and reporting obligations to USDOT.
5. **Civil Rights Assurances.** As a recipient of USDOT funding, the Agency has agreed to abide by the assurances found in 49 CFR Parts 21 and 26. Each Contract signed by the Agency and the Successful Submitter, and each Subcontract signed by the Successful Submitter and a Subcontractor, must include the following assurance verbatim:

“The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Porterville deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the contractor from future bidding as non-responsible.”

Note: For purposes of the required Contract and Subcontract language above, Successful Submitter is the “contractor” awarded the contract.

6. **Subcontracts.** If subcontracts will be let under this Contract, Contractor shall take the affirmative steps listed in 2 C.F.R. 200.321, which addresses contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.

Exhibit A – Required Forms

Form A

ADDENDUM RECEIPT

The Proposer acknowledges it has received and read the following Addenda:

Addendum # _____	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Form B

DEBARMENT AND SUSPENSION CERTIFICATION

This certification does not apply to contracts and subcontracts under \$25,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

Check one box below (and provide explanation if necessary):

The Proposer certifies that the Proposer and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency;
2. Have not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

- OR -

The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Form C

BUY AMERICA CERTIFICATION

This certification applies to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

If this Offer is valued in excess of \$150,000 and involves the procurement of steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5), the Proposer hereby certifies that it:

Will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 CFR part 661;

OR

Cannot comply the requirements of 49 U.S.C. § 5323(j) (and 49 CFR part 661) but may qualify for an exception to the requirements pursuant to 49 U.S.C. § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

If this Offer is valued in excess of \$150,000 and involves the procurement of buses or other rolling stock (including associated equipment), the Proposer hereby certifies that it:

Will comply with the requirements of 49 U.S.C. § 5323(j) and the applicable regulations of 49 CFR § 661.11;

OR

Cannot comply with the requirements of 49 § U.S.C. 5323(j) (and 49 CFR § 661.11), but may qualify for an exception to the requirements consistent with 49 U.S.C. § 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR § 661.7.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Form D

NON-COLLUSION AFFIDAVIT FOR PROPOSER

STATE OF CALIFORNIA

COUNTY OF _____

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent) of _____, hereinafter referred to as (CONTRACTOR) or (subcontractor).
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Porterville, State of California.
3. That his/her proposal is genuine and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful Contract or connivance with any other proposer, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful Contract any advantage against the City of Porterville or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful Contract on the part of the proposer or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Form E

CERTIFICATION OF RESTRICTIONS ON LOBBYING

This certification does not apply to contracts and subcontracts under \$100,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

The Proposer certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Form F

TAX LIABILITY CERTIFICATION

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Form G

ACKNOWLEDGEMENT OF “BEST VALUE” SELECTION PROCESS

PROPOSER hereby acknowledges that the selection process under this RFP will evaluate Proposals on a “Best Value” basis, which the Federal Transit Administration’s (FTA) Best Practices Manual defines as follows:

“Best Value” is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

As a result, PROPOSER further acknowledges that pricing will not be the sole basis upon which Proposals are evaluated.

An individual authorized to bind the PROPOSER to this Agreement must sign below acknowledging and understanding of the foregoing.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit B – Sample General Services Agreement

**CITY OF PORTERVILLE
GENERAL SERVICES AGREEMENT WITH**
[insert full name of Contractor and Project Name and/or number]

This General Services Agreement (Agreement) is entered into between the City of Porterville, a municipal corporation (**City**), and _____ [complete name of legal business entity], a _____ [business status, such as a California corporation] (**Contractor**). City and Contractor are referred to individually as “Party” and collectively as “Parties.”

Recitals

- A. City desires to retain Contractor to complete a XXXXXXXXXX Project (Project); and
- B. On XXXXXXXX, the City issued a Request for Proposals (RFP) for the XXXXXXXXXX (Project). On XXXXXXXX, Contractor submitted its proposal for the Project to the City. City has determined that Contractor possesses the skills, experience and certification required to provide the goods and services.
- C. After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement is being executed pursuant to Resolution No. _____-2026 approved by the Porterville City Council on January 20, 2026.

Now therefore, the Parties mutually agree as follows:

- 1. **Scope of Work.** Contractor shall provide the goods and services required to complete the Project, described in Exhibit “A” attached hereto and incorporated herein by reference. The goods and services shall be performed by, or under the direct supervision of, Contractor’s Authorized Representative: _____. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractor or subcontractor, without City’s prior written consent. The City may terminate this Agreement if Contractor makes any such change or replacement, or uses any unapproved subcontractor or subcontractor.
- 2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Contractor shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit “A.” Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all

requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1. Term. The Term of this Agreement shall begin on _____ and end on _____, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Contractor on a lump sum basis, at the billing rate set forth in Exhibit “C”, attached hereto and incorporated herein by this reference for goods and services performed under this Agreement.

3.1. Not to Exceed Amount. Contractor’s total compensation under this Agreement shall not exceed \$ _____. Contractor’s billing rates shall cover all costs and expenses for Contractor’s performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City’s prior written approval. Notwithstanding anything contained herein to the contrary, the payment of any funds under this Agreement shall be subject to the City of Porterville’s appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

3.2. Invoices. Contractor shall submit monthly invoice(s) to the City that describe the goods and services performed, including times, dates, and names of persons performing the services.

3.2.1. Contractor’s failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Contractor.

3.3. Payment. Subject to the City acceptance of the Services as discussed in Exhibit A attached hereto and completion of the Project to the City’s satisfaction, within 30 days after the City’s receipt of invoice(s), City shall make payment to the Contractor based upon the services described on the invoice(s).

3.4. The acceptance by Contractor of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Contractor for anything completed, finished or relating to Contractor’s services. Contractor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Contractor or its employees, subcontractors, agents and subcontractors for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Contractor, its employees, subcontractors, agents and subcontractors.

3.5. Contractor agrees to maintain books, accounts, payroll records and other information relating to the performance of Contractor’s obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Contractor in the

performance of Contractor's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

- 4. Indemnification.** Contractor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Contractor's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In the event there is a finding and/or determination that Contractor is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Contractor shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Contractor" means the Contractor, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

Contractor and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

- 1. Insurance.** Contractor shall, throughout the duration of this Agreement, maintain insurance to cover Contractor, its agents, representative, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

- 1.1. Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

- 1.2. Automobile Liability** (with coverage at least as broad as ISO CA 00 01 07 097, for “any auto”) “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- 1.3. Workers’ Compensation** coverage shall be maintained as required by the State of California.
- 1.4. Professional Liability** “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Contractor in an amount not less than \$1,000,000 per claim.
- 1.5. Endorsements.** Contractor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:
- 1.5.1.** The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”
- 1.5.2.** For any claims related to this Agreement, Contractor’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Contractor’s insurance and shall not contribute with it.
- 1.6. Notice of Cancellation.** Contractor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Contractor shall immediately obtain a replacement policy.
- 1.7. Authorized Insurers.** All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 1.8. Insurance Certificate.** Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.
- 1.9. Substitute Certificates.** Contractor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.
- 1.10. Contractor’s Obligation.** Maintenance of insurance by the Contractor as specified in this Agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Contractor may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

- 2. Termination.** The City may terminate this Agreement in its sole and absolute discretion by giving ten (10) days' written notice to Contractor. Within five (5) days of such a termination, Contractor shall give the City all original documents relating to the Services in Contractor's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Contractor pursuant to this Agreement. The City shall pay Contractor for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.
- 3. Dispute Resolution.** If any dispute arises between the City and Contractor that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:

 - 3.1.** Each Party shall designate a senior management or executive level representative to negotiate the dispute.
 - 3.2.** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority,
 - 3.3.** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 3.4.** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person to serve as the mediator, shall be commenced within thirty (30) days of selection of a mediator, and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 3.5.** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 3.6.** The dispute resolution process is a material condition of this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.
- 4. Labor Code Compliance.** Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations which require the payment of prevailing wage rates (§1771, §1774, and §1775); employment of apprentices (§1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. The services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

5. **Rates.** These prevailing wage rates are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party.
6. **Registration with DIR.** Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform the services consistent with Labor Code section 1725.5
7. **Monitoring.** This Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code section 1771.4.
8. **Ownership of Work.** All original documents prepared by Contractor for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Contractor's Services, upon termination of this Agreement, or upon demand from the City. No such documents shall be revealed or made available by Contractor to any third party without the City's prior written consent.
9. **Independent Contractor Status.** Contractor is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Contractor is not City's employee and Contractor shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Contractor is free to work for other entities while under contract with the City. Contractor, and its agents or employees, are not entitled to City benefits.
10. **Conflicts of Interest.** Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Contractor maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Contractor's conflicting interest.
11. **Rebates, Kickbacks, or Other Unlawful Consideration.** Contractor warrants this this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.
12. **Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after

the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

City of Porterville
Transportation Department
291 N. Main Street
Porterville, CA 93257

To Contractor

13. Miscellaneous

13.1. Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Contractor's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

13.2. Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

13.3. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

13.4. Assignment and Delegation. Contractor may not assign, transfer or delegate this Agreement or any portion of it without the City's prior written consent. Any attempt to do so will void. City's consent to one assignment, transfer or delegation shall not be deemed to be consent to any subsequent assignment, transfer or delegation.

13.5. Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Tulare.

13.6. Compliance with Law. Contractor shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

13.6.1. Hazardous Materials. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

13.6.2. Non-discrimination. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, color, national origin,

handicap, ancestry, sex or age. Contractor shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.)

- 13.7. Business Entity Status.** Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. By entering into this Agreement, Contractor represents that it is not a suspended corporation. If Contractor is a suspended corporation at the time, it enters this Agreement, City may take steps to have this Agreement declared voidable.
- 13.8. Business License.** Before the City signs this Agreement, Contractor shall obtain a City of Porterville Business License. Contractor shall maintain an active City of Porterville Business License during the term of this Agreement.
- 13.9. Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 13.10. Construction of Agreement.** Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.
- 13.11. Severability.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.
- 13.12. Controlling Provisions.** In the case of any conflict between the terms of this Agreement and Exhibits hereto, and Contractor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's proposal (if any), the Exhibits shall control.
- 13.13. Entire Agreement.** This Agreement and the Attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.
- 13.14. Counterparts.** City and Contractor agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
- 13.15. Expenses for Enforcement.** Contractor and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

14. Signatures. The individuals executing this Agreement on behalf of Contractor represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Contractor.

The Parties agree to the full performance of these terms set forth here.

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

Contractor

By: Greg Meister

By: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Federal Employer Tax ID No. _____

Signature: _____

Signature: _____

Attest:

Fernando Gabriel-Moraga
Chief Deputy City Clerk

Approved as to form:

Julia M. Lew, City Attorney

Exhibits:

- A. RFP No.XXX XXXXXXXXXXXXX
- B. Contractor Proposal
- C. Compensation



SUBJECT: Acceptance of Project - Main Street Reconstruction, Phase 2A

SOURCE: Engineering and Project Management

COMMENT: The Main Street Reconstruction Project, Phase 2A included the removal and replacement of existing asphalt, the installation of a new barrier curb and gutter, detectable warnings, conduit for fiber optic line, installation of new trees, and rehabilitation of the existing streetlights and posts.

The project was completed by MAC General Engineering, Inc. in accordance with the approved plans and specifications. All required inspections have been conducted, and the project has been found to meet the City's construction standards.

Staff tracks construction costs for all Capital Improvement Projects and provides a report of total expenditures when projects are accepted by the City Council. The final project costs are summarized as follows: The construction contract totaled \$1,733,139.25, and costs for construction management, special equipment, quality control, and inspection services totaled \$168,882.31, for a combined project total of \$1,902,021.56.

The total project cost is within the overall approved funding of \$1,999,595.68, as authorized by the City Council. The project was funded through the Road Repair and Accountability Act (SB 1) Fund.

Acceptance of this project reflects the City's continued commitment to maintaining safe, reliable public infrastructure and maximizing the efficient use of local transportation and utility funds.

RECOMMENDATION: That the City Council:

1. Accept the Main Street Reconstruction, Phase 2A Project as complete; and
2. Authorize the filing of the Notice of Completion by the City Clerk.

ATTACHMENTS: 1. Locator Map

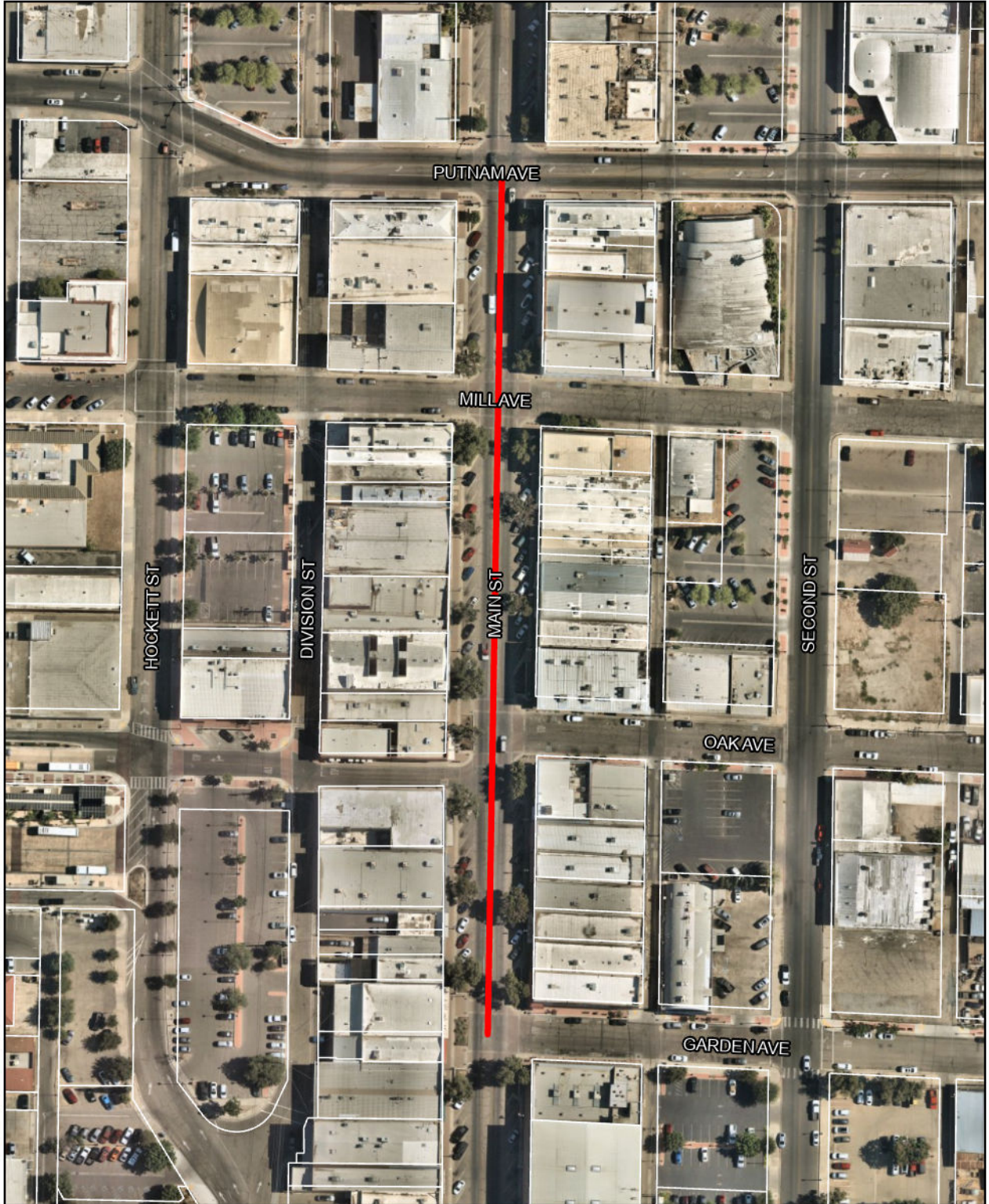
Appropriated/Funded:

Review By:

Department Director:
Daniel Cervantez, City Engineer

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

Main Street Reconstruction Phases 2 Locator Map



 Project Location

1 in = 150 feet



Date Printed: 5/15/2024 by the Community Development Department



CITY COUNCIL AGENDA – JANUARY 20, 2026

SUBJECT: Acceptance of Project - Villa Street Reconstruction

SOURCE: Engineering and Project Management

COMMENT: The Villa Street Reconstruction Project included the removal and replacement of the existing asphalt and base, existing water pipes, storm drain pipes, and sanitary pipes, and the installation of access compliant curb ramps, purple pipe, conduit for a fiber optic line, video detection at the intersections of Villa Street and Olive Avenue, Villa Street and Putnam Avenue, and Villa Street and Morton Avenue.

The project was completed by Dawson-Mauldin, LLC. in accordance with the approved plans and specifications. All required inspections have been conducted, and the project has been found to meet the City's construction standards.

Staff tracks construction costs for all Capital Improvement Projects and provides a report of total expenditures when projects are accepted by the City Council. The final project costs are summarized as follows: The construction contract totaled \$11,569,700.25, and costs for construction management, special equipment, quality control, and inspection services totaled \$732,002.20, for a combined project total of \$12,301,702.45.

During construction, existing conditions were encountered that created additional work beyond the scope detailed in the plans. The additional work included water lines being discovered that are not listed on plan records that needed to be relocated and required a new service provided to each existing connection, storm drain pipes that had failed, and, as such, subgrade that needed to be replaced due to oversaturation. This added to a large amount of change orders that led the overall project cost to exceed the approved funding of \$12,105,566.40 by \$196,136.05. Funding is available from Storm Drain Developer funds to cover this overage. This project is funded by the Measure I Fund, Road Maintenance Rehabilitation Account (SB1)/Special gas Tax Fund, Water Replacement Fund, Sewer Revolving Fund, Storm Drain Fund, and Measure R Local funds.

Acceptance of this project reflects the City's continued commitment to

maintaining safe, reliable public infrastructure and maximizing the efficient use of local transportation and utility funds.

RECOMMENDATION: That the City Council:
1. Accept the Villa Street Reconstruction Project as complete;
and
2. Authorize the filing of the Notice of Completion by the City Clerk.

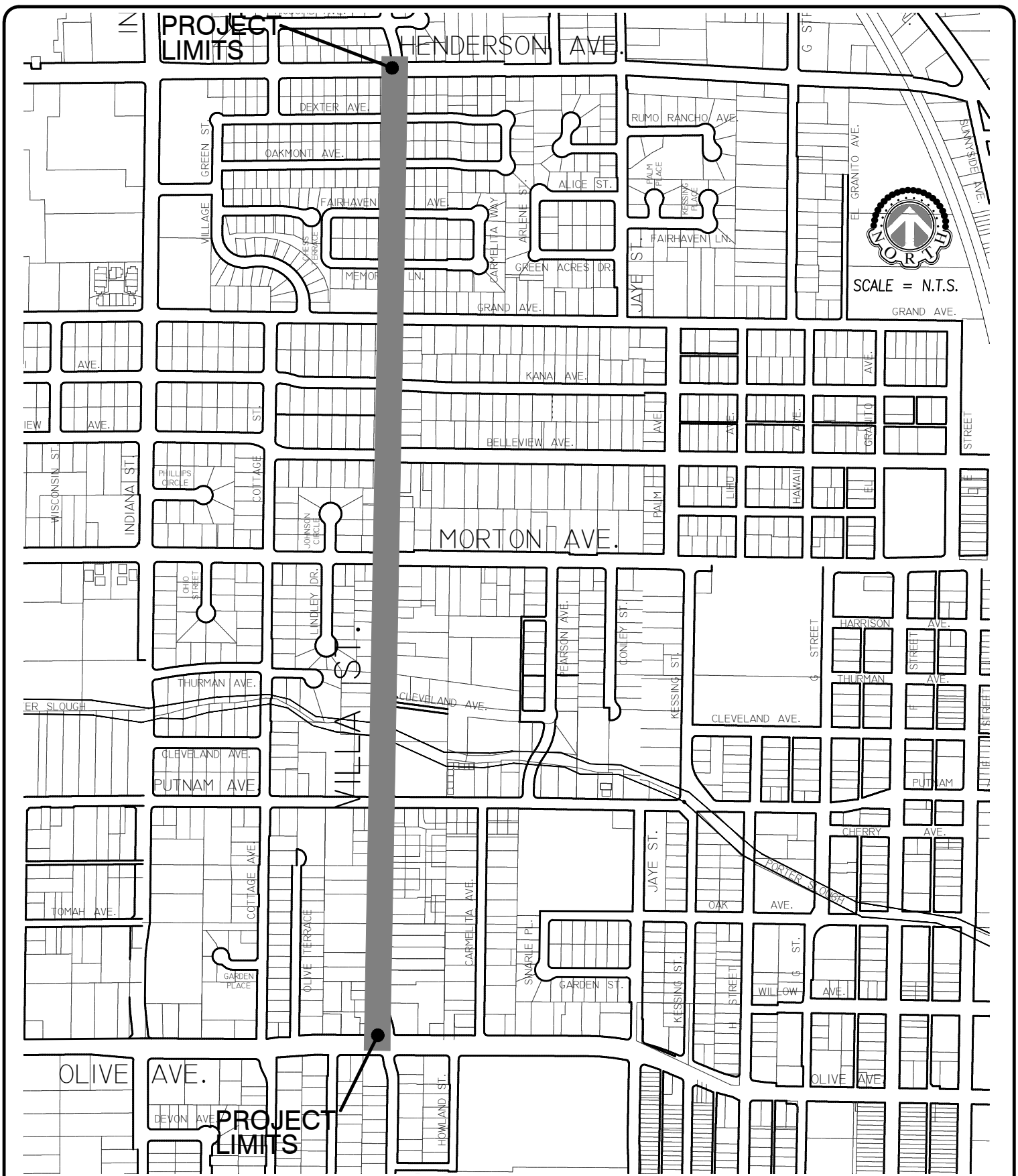
ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Daniel Cervantez, City Engineer

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



PROJECT LIMITS

PROJECT LIMITS



SCALE = N.T.S.

CITY OF PORTERVILLE

ENGINEERING DIVISION

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

VILLA STREET
 RECONSTRUCTION
 PROJECT

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



SUBJECT: Authorization to Apply for CDBG-DR Funding for Tule River Channel Restoration

SOURCE: Public Works

COMMENT:

In March 2023, severe storm events caused significant damage to the Tule River Channel and surrounding infrastructure. These storms resulted in overland flooding and deposited large amounts of sediment within the river channel, causing severe erosion along the riverbanks, damage to pedestrian trails, and degradation of essential fire access roads. This damage has impaired emergency response capabilities, increased risks to public and private properties, and reduced the river's capacity to safely convey future high-flow events. The City submitted a request for FEMA funding, but the project was not approved. Any grant funding pursued for this effort would be limited to improvements on city-owned properties and infrastructure within the Tule River Channel and adjacent City-maintained facilities.

To address these conditions and restore the channel's function, staff is proposing a restoration plan focused on stabilizing affected areas and reinforcing critical infrastructure. The proposed project includes sediment redistribution for bank stabilization, reinforcement of fire access roads, and improvements intended to strengthen long-term channel resilience. In addition to restoring existing conditions, grant funds would also be used to implement strategic upgrades in the affected areas that are designed to reduce the severity of impacts from future flood events, including enhancements that improve drainage capacity, stabilize vulnerable slopes, and protect critical access routes from recurring damage. As demonstrated by the Army Corps of Engineers' recent proposed flood release from Success Reservoir, the Tule River Channel remains vulnerable during high-flow events unless corrective action is taken.

Tulare County jurisdictions have a total allocation of \$18 million dollars in Community Development Block Grant Disaster Recovery (CDBG-DR) funding related to the 2023 storms. Through mutual agreement, the County of Tulare, the City of Porterville, and the City of Woodlake will each pursue up to \$6 million dollars for eligible recovery projects. In coordination with County staff, City staff has identified a cost-effective project approach that focuses on the

most critical erosion and access concerns along the Tule River. This refined scope is expected to fit within the \$6 million dollars available to the City and will allow the County to prepare an application that reflects the City's current priorities. This approach not only addresses documented storm damage but also prioritizes mitigation measures that will lessen the need for repeated emergency repairs and reduce long-term flood-related risks to City assets.

As the lead applicant, the County must also demonstrate that the City is prepared to serve as a subrecipient for its portion of the funding, including responsibilities related to procurement, environmental compliance, project oversight, and grant reporting. City staff is prepared to fulfill these requirements and will coordinate closely with County staff throughout the application and implementation process.

The County is assembling the regional application package with the goal of submitting the materials in January 2026. If awarded, funds are available through summer 2030. Staff recommends proceeding so the City may secure its portion of this disaster recovery funding.

RECOMMENDATION: That the City Council authorize the County of Tulare to prepare and submit a CDBG-DR project application on behalf of the City for the Tule River Channel Restoration Project.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Acting Public Works Director

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



CITY COUNCIL AGENDA – JANUARY 20, 2026

SUBJECT: Ratification of New Classification and Approval of Job Description for Police Department Training Coordinator

SOURCE: Police

COMMENT: As part of the Police Department’s ongoing commitment to improve operational performance and training readiness, the Department has identified the need for a Training Coordinator position. This position will assume responsibility for managing mandated and elective training requirements, scheduling instructors and facilities, maintaining compliance with training standards, coordinating professional development activities, and supporting training documentation and auditing functions.

At present, these duties are being performed by a sworn Police Officer. Establishing a civilian Training Coordinator will allow the sworn employee to return to patrol and operational assignments, where staffing demands and service needs are greater. This supports the Department’s goal of improving police operations, maximizing sworn staffing availability, and increasing overall departmental efficiency.

Modern law enforcement requires consistent training documentation, compliance tracking, and coordination with outside training institutions. A dedicated Training Coordinator will improve administrative consistency, support supervisors with training documentation, maintain audit readiness, and contribute to long-term organizational development within the Police Department.

The establishment of this classification requires City Council approval of the job description and associated placement in the City's salary range schedule. The Training Coordinator classification will be placed at Range 192 (\$4,449 – \$5,430).

Funding for this position for the remainder of the fiscal year will be provided through salary and benefit savings generated by one Police Officer position that will be un-allocated. The Police Officer position will be re-evaluated during a future budget development process. This provides a funding bridge without requiring an additional General Fund appropriation. While this

approach represents an operational trade-off, it ensures that critical training needs are addressed and that the Department is able to redeploy sworn staffing to operational duties.

The Department will return as part of the regular budget cycle to evaluate long-term funding and staffing options based on Council direction and available resources.

RECOMMENDATION: That City Council:

1. Affirm the establishment of the classification of Training Coordinator at Range 192 (\$4,449 – \$5,430) funded from the General Fund;
2. Approve the proposed Job Description for Training Coordinator; and
3. Un-allocate one Police Officer position and allocate one Training Coordinator position.

ATTACHMENTS: 1. Proposed Training Coordinator Job Description

Appropriated/Funded:

Review By:

Department Director:
Bobby Rader, Interim Chief of Police

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

TRAINING COORDINATOR

DEFINITION

Under general direction, plans, coordinates, organizes, implements, and evaluates law enforcement training programs in accordance with Peace Officer Standards and Training (POST) requirements and Department of Justice guidelines. This position is responsible for assessing training needs, scheduling and facilitating courses, coordinating instructors and facilities, maintaining accurate training records for compliance and audits, and developing or reviewing instructional materials. The role supports departmental training objectives through research, evaluation, reporting, and continuous improvement of training programs, and may provide on-the-job training support and perform related duties as assigned.

REPRESENTATIVE DUTIES

The duties listed below are examples of the work typically performed by employees of this class. An employee may not be assigned all duties listed and may be assigned duties which are not listed below. Marginal duties are those which are least likely essential functions for any single position in this class.

1. Plans, coordinates, organizes, implements, facilitates, and evaluates training programs and courses, in a variety of subjects specific to law enforcement, including topics such as management and supervision, law enforcement records, first aid, communication skills, and cardiopulmonary resuscitation.
2. Determines training requirements, in accordance with Peace Officer Standards (POST) and the Department of Justice.
3. Arranges for training facilities and instructors, and schedules Police Department employees for training.
4. May provide support for a unit of employees in on-the-job-training activities.
5. Maintains clear and concise records, reports, and spreadsheets regarding Police Department trainings, including those required for POST audits and compliance.
6. Researches pertinent subject matter literature and POST guidelines to tailor training content to fit the Police Department training needs without changing learning objectives.
7. Responsible for tracking and maintaining the training budget and reporting.
8. Previews and evaluates vendor instructional materials.
9. Writes, edits, and prepares for print, training handbooks, manuals, scripts, participant guides, course handouts, and related materials.
10. Conducts training and vendor evaluations, analyzes training data, and prepares reports.
11. May be assigned as a Disaster Service Worker, as required.
12. Performs other duties, as required, based on needs of the department.

EMPLOYMENT STANDARDS

Education and/or Experience

The required knowledge and abilities are attained through training and experience.

Experience working in a law enforcement agency is desirable.

Knowledge of:

Law enforcement training requirements, including Peace Officer Standards and Training (POST); Law enforcement functions and relationships of the criminal justice system; Principles and modern methods of police administration, organization, practices, and procedures; Effective methods of using audio/visual equipment or other training aids or materials; Computer usage principles, including spreadsheets and related software; Mathematical and statistical computations.

Ability to:

Organize, coordinate, and schedule training; Communicate in English effectively, both orally and in writing; Establish and maintain effective working relationships; Formulate specific objectives against which to compare and evaluate results; Take initiative, reason logically, and be creative in developing and introducing new ideas; Demonstrate active listening skills, speak effectively before large and small groups; Prepare and maintain clear and concise records and reports.

Special Requirements

Ability to travel to alternate locations in the course of work.

If driving, possession of a valid California driver's license prior to appointment

Physical Demands

Strength, dexterity, coordination and vision to use keyboard and video display terminal for long periods of time. Dexterity and coordination to handle files and single pieces of paper, occasional lifting of object weighing up to 25 lbs. such as, files, stacks of paper, reference and other materials. Moving from place to place within an office; some reaching for items above and below desk level.

WORKING CONDITIONS

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise; daily use of a computer; periodic contact with angry and/or upset individuals.

Date Adopted:



CITY COUNCIL AGENDA – JANUARY 20, 2026

SUBJECT: Consideration of Appointment to the Parks & Leisure Services Commission

SOURCE: Administrative Services

COMMENT: The Parks & Leisure Services Commission currently has three vacancies. Staff has received one application from Jose Acuna for consideration to fill one of the vacant positions, with a term set to expire in October 2029.

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 appointment of Jose Acuna to the Parks & Leisure Services Commission to serve a four-year term to expire October 2029.

ATTACHMENTS: 1. Request for Appointment: Jose Acuna

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
DEC 08 2025
CITY OF PORTERVILLE
CITY CLERK'S OFFICE

Please complete all blanks.

Name: Jose R. Acuña
(Please Print)

Appointment to: Parkes and Leisure Committee
(Name of Board, Commission, or Committee)

Reappointment; or IF NEW, Please provide:

Street Address: [Redacted]
Porterville Ca. 93257

Mailing Address: - Same -

Name of Business: _____

Own Operate

Business Address: _____

Telephone: Home [Redacted]

Work [Redacted]

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.)

Currently volunteer coaching youth sports
Baseball 2 yrs, football 4 yrs.
Board Member on Strathmore Youth football
Vice President for Strathmore Youth Cheer.

Please tell us why you are interested in this position.

Resume attached

Letter of request attached

Submitted By:

[Redacted Name]

12-8-25

Date

Received by:

Fernando Galvez-Moray

Forwarded to:

City Clerk

Date:

12-8-25

City Council

Date:

Staff Liaison

Date:

Tentative Council Mtg Date:

1/20/26



CITY COUNCIL AGENDA – JANUARY 20, 2026

SUBJECT: Status Report - Developer Impact Fees

SOURCE: Finance

COMMENT: Pursuant to Government Code Section 66006(b)(1), a detailed fund analysis of the capital improvement funds containing developer impact fees has been prepared. A copy of this analysis has been delivered to the Building Industry Association of Tulare/Kings Counties, Inc. (BIA), per its request.

The format and content of this analysis have been developed around criteria previously approved by the BIA.

RECOMMENDATION: That the City Council accept the Status Report on Developer Impact Fees for the fiscal year ended June 30, 2025.

ATTACHMENTS: 1. 2024-2025 Developer Impact Fees Summary Report

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

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

CITY OF PORTERVILLE

**DEVELOPER IMPACT FEE SUMMARY
2024/25**

	BEGINNING BALANCES AS OF JULY 1, 2024	FEE COLLECTED	INTEREST EARNED	ELIGIBLE D.I.F. EXPENDITURES	ENDING BALANCES AS OF JUNE 30, 2025
WATER ACREAGE FEE	\$ (20,721,385)	\$ 148,157	\$ 165,566	\$ (14,774)	\$ (20,422,436)
SEWER ACREAGE FEE	\$ (2,455,621)	\$ 98,322	\$ 92,903	\$ (39,561)	\$ (2,303,957)
STORM DRAIN FEE	\$ 3,131,544	\$ 252,603	\$ 158,344	\$ (7,081)	\$ 3,535,410
TRANSPORTATION IMPACT FEE	\$ 2,478,345	\$ 300,060	\$ 126,451	\$ (150,000)	\$ 2,754,856
PARK IMPACT FEE	\$ -	\$ 116,457	\$ 426	\$ (116,883)	\$ -

**CITY OF PORTERVILLE
DEVELOPER FEE-FUNDED PROJECTS
2024/25**

	<u>Total Expenditure</u>	<u>Allowed D.I.F. Percentage</u>	<u>Eligible D.I.F. Expenditure</u>
<u>Water Projects</u>			
Tule River porter slough clearing	\$ 10,583.34	0%	\$ 0.00
Tule River JPA administration	40.00	0%	0.00
Morton/D drought tolerant exhibit garden	2,565.91	0%	0.00
Master plan update	6,049.91	100%	6,049.91
South recharge basin	0.00	0%	0.00
DR#23 dual recharge basin	489,439.73	0%	0.00
North recharge basin	0.00	0%	0.00
Well #37 - Summit Estates	6,822.14	0%	0.00
Rehabilitate wells	3,717.19	0%	0.00
SGMA compliance	255,126.05	0%	0.00
Well #34 - Akin & Central Mutual water sys	18,634.30	0%	0.00
Auto radio read	0.00	0%	0.00
Master plan payback	8,724.17	100%	8,724.17
Villa St - Olive to Henderson water/storm li	3,505,844.42	0%	0.00
Stormwater capture and recharge	61,214.78	0%	0.00
4th/Henderson to Morton water main repla	22,770.81	0%	0.00
Downtown pipe replacement program	79,177.00	0%	0.00
Dedication & Improvement Calculation / Unit			
	<u>\$ 4,470,709.75</u>		<u>\$ 14,774.08</u>
<u>Sewer Projects</u>			
MS4 permit	\$ 27,293.00	100%	\$ 27,293.00
Master plan payback	7,958.12	100%	7,958.12
Biosolids management plan (pre applicatic	4,117.30	0%	0.00
Ras/Was pump replacement	18,655.25	0%	0.00
Sewer master plan update	4,309.52	100%	4,309.52
Headworks grinder replacement	218,809.49	0%	0.00
Effluent pump maintenance	0.00	0%	0.00
Tertiary treatment plant (tank siting)	0.00	100%	0.00
Villa St - Olive to Henderson/storm line	949,332.66	0%	0.00
Sewer annexation - area 457	0.00	0%	0.00
Sewer annexation - area 474	0.00	0%	0.00
Sewer annexation - area 475	0.00	0%	0.00
Sewer annexation - area 476	420.02	0%	0.00
Sewer annexation - area 478	0.00	0%	0.00
Sewer annexation - area 479	0.00	0%	0.00
Safe drinking water supply deliveries	6,159.13	0%	0.00
Screwpress repairs	2,508.13	0%	0.00
	<u>\$ 1,239,562.62</u>		<u>\$ 39,560.64</u>
<u>Storm Drain Projects</u>			
Master plan update	\$ 7,081.22	100%	\$ 7,081.22
Flood management ordinance update	0.00	100%	0.00
Thurman/3rd St storm drain	121,000.00	0%	0.00
Thurman/3rd St storm drain	137,485.83	0%	0.00
	<u>\$ 265,567.05</u>		<u>\$ 7,081.22</u>
<u>Transportation Projects</u>			
Debt service - 2021 Refinancing Project	\$ 150,000.00	100%	\$ 150,000.00
	<u>\$ 150,000.00</u>		<u>\$ 150,000.00</u>
<u>Park Projects</u>			
Debt service - sports complex	\$ 109,542.98	100%	\$ 109,542.98
Sports complex parking lease	7,340.41	100%	7,340.41
	<u>\$ 116,883.39</u>		<u>\$ 116,883.39</u>

CITY OF PORTERVILLE

**DEVELOPER FEE RATE STRUCTURE
2024/25**

	<u>Hillside Development</u>	<u>Single Family</u>	<u>Duplex</u>	<u>Multiple Family</u>	<u>Mobile Homes</u>	<u>Institutional</u>	<u>Commercial</u>	<u>Professional</u>	<u>Industrial</u>
Water Acreage Fee / Acre	\$ 2,103	\$ 4,385	\$ 10,977	\$ 25,628	\$ -	\$ 2,862	\$ 3,296	\$ 3,296	\$ 25,312
Sewer Acreage Fee / Acre	\$ 1,429	\$ 2,680	\$ 6,224	\$ 14,520	\$ -	\$ 1,009	\$ 3,784	\$ 3,784	\$ 16,154
Storm Drain Fee / Acre	\$ -	\$ 7,223	\$ 9,635	\$ 14,456	\$ -	\$ 19,266	\$ 19,266	\$ 19,266	\$ 19,266
Transportation Fee / Unit	\$ -	\$ 1,446	\$ 977	\$ 977	\$ -	\$ 3,977	\$ 7,564	\$ 7,564	\$ 1,128
Park Impact Fee / Unit	\$ -	\$ 960	\$ 745	\$ 745	\$ 538	\$ -	\$ -	\$ -	\$ -
*Park Impact Fee / Square Foot	\$ -	\$ 3.175	\$ -	\$ 4.206	\$ -	\$ -	\$ 0.200	\$ 0.355	\$ 0.100

*Park Impact Fees Per Square Foot Effective February 20, 2025

QUIMBY ACT RATE STRUCTURE

	<u>Hillside Development</u>	<u>Single Family</u>	<u>Duplex</u>	<u>Multiple Family</u>	<u>Mobile Homes</u>	<u>Institutional</u>	<u>Commercial</u>	<u>Professional</u>	<u>Industrial</u>
Dedication & Improvement Calculation / Unit	-	0.0032 acres	-	0.0022 acres	-	-	-	-	-

Cost Per Acre for credits and charges for over-dedication and improvement or under dedication and improvement are based on \$833,167 per acre cost. At the discretion of the Community Development Director, tentative maps with less than 50 lots or a multi family development with less than 50 units may pay an in-lieu fee instead of the Quimby Act parkland dedication and development based on the above-mentioned Cost Per Acre price (this would be in addition to the Developer Impact Fees due for the development).



SUBJECT: Consideration of a Virtual State of the City Address

SOURCE: City Manager's Office

COMMENT: At the City Council meeting of December 16, 2025, the Mayor requested that an item be placed on a future agenda to consider conducting a Virtual State of the City address. The proposed format would include remarks from the Mayor outlining the City Council's vision and priorities, along with brief presentations from each Department Head highlighting key accomplishments achieved during calendar year 2025.

A Virtual State of the City address would provide an opportunity to communicate City accomplishments, priorities, and strategic direction to the community in an accessible and efficient manner. The format would allow residents to view the presentation remotely, expand outreach beyond those able to attend in person, and create a recorded presentation that could be shared through the City's website and other communication channels.

If approved, staff would place an item on the February 3, 2026 City Council meeting agenda. The actual Virtual State of the City presentation would be conducted at a later date, following coordination by staff with the Mayor and Department Heads regarding format, content, and scheduling.

RECOMMENDATION: That the City Council approve the Mayor's request to direct staff to place an item on the February 3, 2026 City Council meeting agenda to further consider a Virtual State of the City address.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

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



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 December 16, 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 Attendance

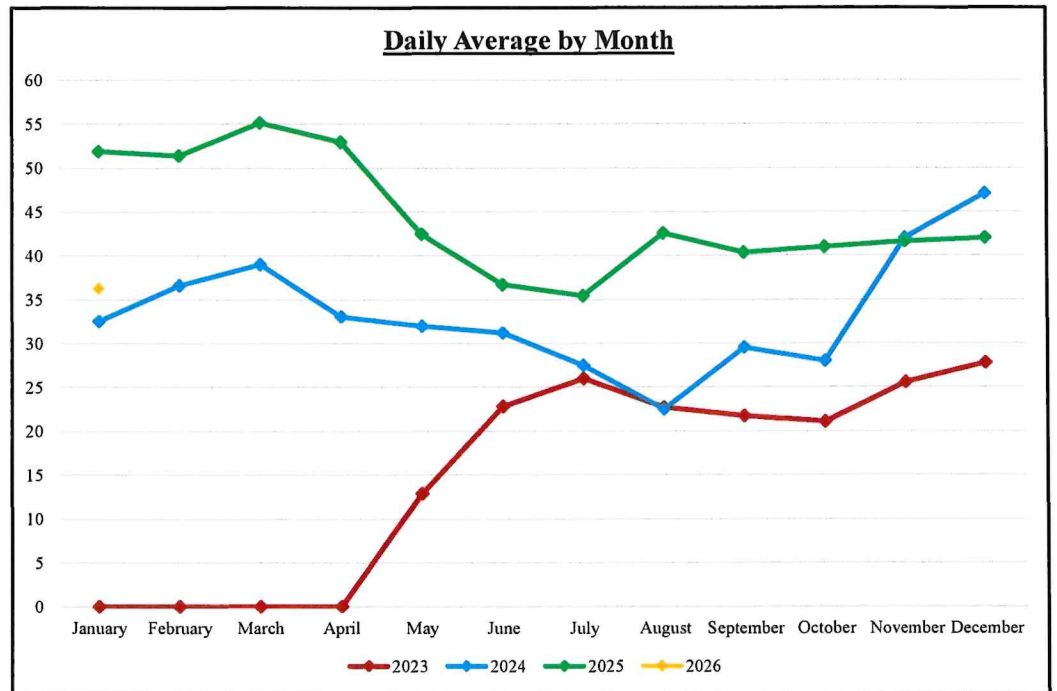
Appropriated/Funded:

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	2026
January	-	32.55	51.87	36.25
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	40.97	
November	25.53	41.97	41.60	
December	27.77	47.06	42.00	





CITY COUNCIL AGENDA – JANUARY 20, 2026

SUBJECT: Consideration of Text Amendment to Series 200 of the Porterville Development Ordinance

SOURCE: Community Development

COMMENT: The City of Porterville received a Project Review Committee (PRC) application from Super Family Foods, proposing the development of a new commercial development consisting of a grocery store of 21,509 sf ±, a Laundromat of 1,000 sf, and a lease space of 1,000 sf for a total building of 23,509 sf. On October 15, 2025, staff met with the applicant during PRC, where the assessment of the project (PRC 2025-046) commenced. During the PRC meeting, staff provided comments pertaining to the development. The applicant proposed a text amendment to the Porterville Development Ordinance (PDO) and the future development of the project site.

The Downtown Mixed-Use Zone District exists to support a mix of commercial, service, office, and residential uses that do not adversely impact one another in a significant way. The applicant is requesting a text amendment of the following:

1. A text amendment of the Porterville Development Ordinance Series 200, Section 202.02: Land Use Regulations to allow a Laundromat in the D-MX zone district, subject to a Conditional Use Permit.
2. A text amendment of the Porterville Development Ordinance Series 200, Section 202.03(b) Retail Stores or Shopping Centers, to reduce the requirement of the building at a minimum setback line for retail stores or shopping centers from fifty thousand (50,000) square feet to twenty thousand (20,000) square feet.

The proposed text amendment would promote and assist future development in the Downtown Mixed-Use zone district. The approved ordinance would amend the Porterville Development Ordinance, Table 202.02: Land Use Regulations – Downtown Districts, to allow the Use of a Laundromat, which is classified under Industry Limited. The amendment to allow the use of a Laundromat, which will be beneficial in the D-MX zone district, as the subject

site area is surrounded by multifamily uses and acts as a transition from residential to commercial areas.

The second text amendment would reduce the minimum size of the percentage of the building at the minimum setback line for retail stores or shopping centers from fifty thousand (50,000) square feet to twenty thousand (20,000) square feet. This amendment to reduce the square footage to 20,000 sf would assist in further development of the site and remove some development restrictions.

Pursuant to State and local environmental regulations, the proposed modifications serve to provide greater clarity to uses as identified in the Porterville 2030 General Plan, and the proposed ordinance is an implementation measure of the policies, goals, and objectives of the Plan. The Environmental Coordinator decided based on substantial evidence that, since the amendment would not result in a new type of permitted use or uses containing a greater floor area than already permissible, it can be shown with certainty that there is no possibility that the proposed text amendment could have a significant effect on the environment. Therefore, it is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive testimony regarding the proposed zoning text amendment; and
2. Find that the zoning text amendment is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3); and
3. Introduce and conduct the first reading of the ordinance entitled, "An Ordinance of the City Council of the City of Porterville Amending Series 200, Chapter 202 Downtown Districts of the Porterville Development Ordinance," and order the ordinance to print.

ATTACHMENTS: 1. Draft Ordinance

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

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

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING SERIES 200, CHAPTER 202 DOWNTOWN DISTRICTS OF THE
PORTERVILLE DEVELOPMENT
ORDINANCE**

WHEREAS: on January 20, 2026 the City Council at its regularly scheduled meeting held a public hearing to consider amendment to the Porterville Development Ordinance (PDO); and

WHEREAS: Super Family Foods has requested a text amendment to the Porterville Development Ordinance for the future development of a site located within the Downtown Mixed-Use (D-MX) Zone District; and

WHEREAS: the applicant is requesting a text amendment to PDO Series 200, Section 202.02: Land Use Regulations to allow a Laundromat in the D-MX Zone District, subject to a Conditional Use Permit; and

WHEREAS: the applicant is also requesting an amendment to PDO 202.03(b) to reduce the requirement of the building at minimum setback line for retail store shopping centers from fifty thousand (50,000) square feet to twenty thousand (20,000) square feet; and

WHEREAS: the Downtown Mixed-Use Zone District exists to support mix of commercial, service, office, and residential uses that do not adversely impact one another in a significant way; and

WHEREAS: the proposed text amendment to the Porterville Development Ordinance would ease restrictions in the D-MX Zone district as they pertain to Land Use Regulations and Development Regulations, therefore assisting future developments by removing development restrictions; and

WHEREAS: the Environmental Coordinator made a determination on the basis of substantial evidence that it can be shown with certainty that there is no possibility that the proposed text amendment could have a significant effect on the environment, and is therefore, exempt from review under California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Porterville the following sections of the Porterville Development Ordinance are hereby amended as follows:

SECTION 1: Table 202.02: Land Use Regulations – Downtown Districts, of Section 202.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Residential Use Classifications										
Single Family Dwelling	See sub-classifications below									
<i>Attached</i>	P(1)	-	-	-	P	P	-	-	-	
Multi-family Residential	P(1)	P(2)	-	P	P	P	P(1)	-	-	Section 201.04(b)
Family Day Care Home	See sub-classifications below									
<i>Small</i>	P	P	-	P	P	P	P	-	-	
<i>Large</i>	-	-	-	P	P	P	-	-	-	Section 301.07 Family Day Care Home, Large
Group Residential	-	-	-	P(3)	P	P	-	-	-	
Mixed Use Development				C						Section 203.04 Supplemental Regulations
Residential Care Facilities, Limited	P	P	-	P	P	P	P	-	-	
Residential Care Facilities, Large	C	C	-	C	C	C	C			
Single Room Occupancy Hotels	C	C	-	C	C	C	C	-	-	Section 301.18 Single Room Occupancy Hotels
Employee Housing	P(1)	P(2)	-	P	P	P	P(1)	-	-	
Public and Semi-Public Use Classifications										
Clubs and Lodges	C(4)	P	P	P	-	-	P(5)	P	-	Section 301.02 Alcoholic Beverage Sales
Colleges and Trade Schools, Public or Private	C(5)	C	C	C	-	-	C	C	P	

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Community Center	-	-	-	C	-	-	-	-	P	
Cultural Institutions	C(5)	C	C	C	-	-	P	C	P	
Day Care Centers	C	C	C	C	C	C	P	-	C	
Elderly and Long Term Care	-	-	-	-	P	P	P	-	-	
Government Offices	P	P	P	-	-	-	P	-	P	
Instructional Services	P(5)	P	P	P	-	-	P	P	P	
Park and Recreation Facilities, Public	P	P	P	P	P	P	P	P	P	
Religious Facilities	-	-	-	C	C	C	-	-	-	
Residential Care Facilities, General	-	-	-	-	C	C	-	-	-	Section 301.15 Residential Care Facilities, General
Schools, Public or Private	P(4)	P	P	P	-	-	-	-	P	
Social Service Facilities	C	C	-	P	P	P	C	-	-	Section 301.19 Social Service Facilities
Commercial Use Classifications										
Animal Care, Sales, and Services	See sub-classifications below									
<i>Kennels</i>	-	-	C	-	-	-	-	C	-	
<i>Pet Stores</i>	M(6)	P(6)	P(6)	M(6)	-	-	-	P(6)	-	
<i>Veterinary Services, Small</i>	-	-	C	-	-	-	-	P(6)	-	
Artists' Studios	P	P	P	P	-	-	-	P	-	
Automobile/Vehicle Sales and Services	See sub-classifications below									

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
<i>Automobile/Vehicle Rentals.</i>	-	-	-	-	-	-	-	P	-	
<i>Automobile/Vehicle Sales and Leasing.</i>	-	C	C(7)	-	-	-	-	P	-	
<i>Automobile/Vehicle Service and Repair, Major.</i>	-	P	C	-	-	-	-	C	-	Section 301.04 Automobile/Vehicle Service and Repair, Major and Minor
<i>Automobile/Vehicle Service and Repair, Minor.</i>	-	P	C(7)	-	-	-	-	P	-	Section 301.04 Automobile/Vehicle Service and Repair, Major and Minor
<i>Automobile/Vehicle Service and Repair, Washing.</i>	-	P	-	-	-	-	-	C	-	Section 301.05 Auto Service Stations and Car Washing
<i>Service Station</i>	-	-	-	-	-	-	-	C	-	Section 301.05 Auto Service Stations and Car Washing
Banks and Financial Institutions	See sub-classifications below									
<i>Banks and Credit Unions</i>	P(8)	P(8)	P	P(8)	-	-	P(8)	P	-	
Building Materials and Services	-	-	-	-	-	-	-	P(9)	-	
Business Services	P(10)	P(10)	P(10)	P(10)	-	-	P	P	-	
Cannabis Dispensary	P	P	P	P	-	-	-	P	-	Municipal Code Chapter 15, Article VII
Commercial Entertainment and Recreation	See sub-classifications below									

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
<i>Cinema/Theaters</i>	C	C	C	C	-	-	-	C	-	Section 301.02 Alcoholic Beverage Sales
<i>Downtown Entertainment</i>	-	-	C	C	-	-	-	C	C	Section 301.02 Alcoholic Beverage Sales
<i>Small-scale</i>	C	C	C	C	-	-	-	C	-	Section 301.02 Alcoholic Beverage Sales
Eating, Drinking, and Smoking Establishments	See sub-classifications below									
<i>Bars/Night Clubs/Lounges</i>	C	C	C	C	-	-	-	C	-	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Coffee Shops/Cafes</i>	P(8)	P(8)	P(8)	P(8)	-	-	P(8)	P(8)	P(8, 13)	Section 300.08 Outdoor Seating
<i>Restaurants</i>	P(8)	P(8)	P(8)	P(8)	-	-	P(8)	P(8)	P(8, 13)	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Tobacco Bars</i>	C	C	C	C	-	-	-	C	-	
Food and Beverage Retail Sales, less than 5,000 square feet	P	P	P	P	-	-	P(11)	P	P(11)	Section 301.02 Alcoholic Beverage Sales
Food and Beverage Retail Sales, more than 5,000 to 50,000 square feet	P	P	P	P	-	-	-	-	-	Section 301.02 Alcoholic Beverage Sales
Hotels and Motels	C	C	C	C	-	-	-	C	-	
Bed and Breakfasts	-	-	-	P(3)	-	P(3)	P(3)	-	-	
Maintenance and Repair Services less than 1,500 square feet	-	-	-	-	-	-	-	P(12)	-	

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Medical Facilities	See sub-classifications below									
<i>Medical Clinic</i>	-	P	P	P	-	-	P	P	P	
<i>Professional/Medical</i>	P(13)	P	P	P	-	-	P	P	P	
Mixed Use Development				C						Section 203.04 Supplemental Regulations
Nurseries and Garden Centers	-	C	C	C	-	-	-	P	-	
Offices	See sub-classifications below									
General Offices	P(13)	P	P	P	-	-	P	P	P	
Walk-In Clientele	P	P	P	P	-	-	P	P	P	
Parking, Public or Private	P	P	P	P	P	P	P	P	P	
Personal Services	P	P	P	P	-	-	P	P	-	
Retail Sales, less than 50,000 square feet	P	P	P	P	-	-	P(11)	P	-	
Retail Sales, more than 50,000 square feet	C	C	C	C	-	-	-	C	-	
Industrial Use Classifications										
Handicraft/Custom Manufacturing	-	-	-	-	-	-	-	P	-	
Industry, Limited	-	-	-	-	-	-	-	C	-	
Laundromat	-	-	-	P	-	-	-	-	-	
Recycling Facilities	See sub-classifications below									
<i>Reverse Vending Machine</i>	-	P	P	P	-	-	-	P	P	Section 301.14 Recycling Facilities

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
<i>Recycling Collection Facility</i>	-	C	-	-	-	-	-	C	C	Section 301.14 Recycling Facilities
Transportation, Communication, and Utilities Use Classifications										
Communication Facilities	See sub-classifications below									
<i>Antenna and Transmission Towers, camouflage facilities</i>	P(14)	P(14)	P(14)	P(14)	-	-	P(14)	P(14)	P(14)	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	C(14)	C(14)	C(14)	C(14)	-	-	C(14)	C(14)	C(14)	Section 301.20 Telecommunication Facilities
<i>Broadcasting Facility</i>	-	M	M	M	-	-	-	M	-	Section 301.20 Telecommunication Facilities
<i>Call Center</i>	-	-	-	-	-	-	P(5)	P(5)	P	
<i>Recording Studio</i>	-	-	P(6)	P(6)	-	-	-	P(6)	-	
Transportation Passenger Terminals	P(15)	P(15)	P(15)	-	-	-	-	-	-	
Utilities, Minor	P	P	P	P	P	P	P	P	P	
Other Applicable Types										
Accessory Uses and Structures	P	P	P	P	P	P	P	P	P	Section 301.01 Accessory Uses and Structures
Home Occupations	P	P	P	P	P	P	-	-	-	Section 301.09 Home Occupations
Second Dwelling Unit	-	-	-	-	P	P	-	-	-	Section 301.16 Second Dwelling Unit
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots									

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS

<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Temporary Use	Section 301.21 Temporary Uses									
Specific Limitations:										
<ol style="list-style-type: none"> 1. Residential units allowed only on upper floors unless approved with a Conditional Use Permit. Common ancillary areas are allowed on the ground floor except on Main Street. 2. On Main Street, residential units are allowed only on upper floors unless approved with a Conditional Use Permit. 3. Limited to no more than two rooms in a dwelling rented to not more than a total of four persons and meals are not provided to more than four boarders. 4. Allowed only on upper floors and limited to 5,000 square feet in size. 5. Limited to 5,000 square feet in size. 6. Provided that such use shall be completely enclosed in a building of soundproof construction. 7. Limited to uses conducted wholly within a building enclosed on all sides including the display, storage, repair, and reconditioning of vehicles. 8. Drive-through facilities are prohibited. 9. Bulk storage of sand, gravel, or cement is not allowed. 10. Wholesale services are not allowed. 11. Permitted only as accessory to a primary use. 12. No outdoor operations or outdoor storage are allowed. 13. Limited to 25 percent of ground floor area unless additional floor area is approved with a Conditional Use Permit. No square footage limitation on upper floors. 14. Shall not be located within 300 feet of any R district except as detailed in 301.20e. 15. Not allowed on Main Street. No repair or storage of vehicles is allowed. 										

SECTION 2: Table 202.03: Development Standards – Downtown Districts, of Section 202.03, Additional Development Regulations of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

Additional Development Regulations:

- (a) **Determining FAR.** When determining FAR in the D-PS district, meeting rooms, cafeteria facilities, and conference facilities are excluded from floor area.
- (b) **Retail Stores or Shopping Centers.** The percent of building at setback line requirement may be waived with Conditional Use Permit approval for retail stores or shopping centers with a gross floor area of fifty thousand (20,000) square feet or greater when the City Council finds that alternative features have been incorporated into the project to achieve pedestrian orientation and to accommodate pedestrians and bicycle access.
- (c) **Transitional Standards.** When a site is adjacent to an R district, the following standards apply:
 - (1) Buildings exceeding twenty (20) feet in height must be set back five (5) feet from the interior side and rear property line; for buildings exceeding twenty-five (25) feet in height shall be stepped back one (1) additional foot for every foot of height above twenty-five (25) feet.
 - (2) The maximum height within forty (40) feet of an R district boundary is thirty-five (35) feet. The maximum height within fifty (50) feet of an R district boundary is forty (40) feet.

This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2026.

Greg Meister, Mayor

ATTEST:
Rich Tree, City Clerk

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



CITY COUNCIL AGENDA – JANUARY 20, 2026

SUBJECT: Consideration of Text Amendment to Series 600 of the Porterville Development Ordinance

SOURCE: Community Development

COMMENT: The Housing Element is a required component of the City’s General Plan and establishes the City’s goals, policies, and strategies for meeting its housing needs. The City submitted the revised draft 2023–2031 Sixth Cycle Housing Element to the California Department of Housing and Community Development (HCD). On December 19, 2025, HCD notified the City that the Housing Element cannot be found in substantial compliance until adoption of the Element and implementation of a zoning amendment to satisfy Housing Element Program 3 (By-Right Approval). The Housing Element will remain out of compliance until this amendment is completed.

Provisions of the California Government Code require that certain qualifying projects be approved as a “use by right,” as defined in Government Code Section 65583.2(i). The proposed text amendment to Series 600 of Chapter 21 of the Porterville Development Ordinance adds Article 614 (entitled “By-Right Approval”) to implement State law and the applicable policies of the City’s Housing Element. The amendment also establishes a ministerial review process for eligible projects in accordance with State law requirements.

This amendment is necessary to bring the City’s Housing Element into compliance and obtain certification from HCD. The last comprehensive update to the Development Ordinance occurred in 2010, and the proposed text amendment is limited to implementing current State requirements for by-right housing review.

Environmental Review: The proposed text amendment has been analyzed pursuant to the California Environmental Quality Act (CEQA) and CEQA Guidelines Sections 15162 and 15164 to evaluate whether the project’s environmental impacts are within the scope of the certified General Plan Environmental Impact Report (certified February 2008, State Clearinghouse No. 2006011033). An Addendum has been prepared and the City determined that the proposed text amendment does not require subsequent environmental review under CEQA Guidelines Section 15162.

RECOMMENDATION:

That the City Council:

1. Hold the noticed public hearing to receive public testimony regarding the text amendment to Series 600 of the Development Ordinance;
2. Find that the text amendment to the Development Ordinance is within the scope of the General Plan EIR pursuant to CEQA Guidelines Sections 15162 and 15164;
3. Adopt the ordinance approving the text amendment to the Development Ordinance, Series 600, by adding Article 614 (By-Right Approval) as required by State law; and
4. If approved, give first reading by title only and order the ordinance to print.

ATTACHMENTS:

1. Draft Ordinance

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADDING ARTICLE 614 OF CHAPTER 21 (“DEVELOPMENT ORDINANCE”), SERIES 600 CONCERNING BY-RIGHT APPROVALS AS REQUIRED BY STATE LAW

WHEREAS, provisions of the California Government Code require that certain uses be approved as a “use by right” as defined in Government Code Section 65583.2(i); and

WHEREAS, the City of Porterville (“City”) is committed to maintaining a zoning and subdivision code that is consistent with current State law, and the City of Porterville General Plan; and

WHEREAS, the City Council conducted a duly and properly noticed public hearing on January 20, 2026, to consider the proposed amendments to the Development Ordinance and considered all evidence, including but not limited to public testimony and the evaluations and recommendations of staff; and finds and determines that the proposed amendments to the Development Ordinance are adopted pursuant to the City’s police power authority to protect the public health, safety, and welfare; and

WHEREAS, the proposed amendments to the Development Ordinance have been analyzed pursuant to the California Environmental Quality Act (CEQA) and CEQA Guidelines Sections 15162 and 15164, to evaluate whether the project’s environmental impacts are covered by and within the scope of the City of Porterville General Plan EIR (certified February 2008, State Clearinghouse #2006011033). The City prepared an Addendum detailing any changes in circumstances under which the project is undertaken, and/or "new information of substantial importance" that may cause one or more effects to environmental resources, and determined that the proposed project is within the scope of the General Plan EIR, does not require subsequent action under CEQA Guidelines Section 15162 and, in conjunction with the EIR, adequately analyzes potential environmental impacts; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein.

SECTION 2. ARTICLE 614 OF CHAPTER 21, SERIES 600, ADDED. Article 614 (entitled “By-Right Approval”) of Series 600, Chapter 21, is hereby added as follows:

ARTICLE 614 BY-RIGHT APPROVAL:

SECTIONS:

614.01 Purpose.

614.02 Definitions.

614.03 Eligibility for By-right Approval.

- 614.04 Permit Requirements.
- 614.05 Review of Application.
- 614.06 Required Findings.
- 614.07 Interpretation.

614.01. Purpose.

This Article specifies the process for reviewing uses entitled to review as a “use by right” as defined in Government Code Section 65583.2. In enacting this Article, it is the intent of the City to implement State law as well as the goals, objectives, and policies of the City’s Housing Element of the General Plan.

614.02. Definitions

- A. “By-right” shall mean that the local government's review of the project may not require a conditional use permit, planned unit development permit, or other discretionary local government review or approval that would constitute a “project” under the California Environmental Quality Act as defined in Public Resources Code Section 21065 or CEQA Guidelines Section 15378.
- B. “Permanent supportive housing” means housing as defined in Government Code Section 65650(a) serving the target population as defined in Government Code Section 65650(c) that meets all of the requirements of Government Code Sections 65650 et seq. or successor provision.
- C. “Low barrier navigation center” means a facility as defined in Government Code Section 65660(a) that meets all of the requirements of Government Code Sections 65660 et seq.

614.03. Eligibility for By-right Approval.

The following uses are eligible for by-right approval:

- A. Projects that satisfy the criteria outlined in subparagraphs (1) and (2) below:
 - 1. Are located on sites listed as lower-income sites in the adopted housing element site inventory pursuant to Government Code Section 65583.2 subdivision (c) that are shown to have been either:
 - a. vacant and listed in two prior housing element site inventories, or
 - b. non-vacant and listed in a previous housing element site inventory; and,
 - 2. Twenty percent of the total number of housing units in the project are proposed to be available to lower-income households at affordable rent or affordable housing cost, as applicable.
- B. Permanent supportive housing as defined in Government Code Section 65660 that meets all of the requirements of Government Code Sections 65660 et seq.
- C. Low barrier navigation centers as defined in Government Code Section 65660 that meets all of the requirements of Government Code Sections 65660 et seq.
- D. One hundred percent affordable projects located on land that was owned by an independent institution of higher education or religious institution as described in Government Code Section 65913.16.
- E. Other projects eligible under State law for by-right approval.

614.04. Permit Requirements.

An applicant for a project eligible for by-right zoning approval shall submit a ministerial plan

permit for approval of the design. No discretionary permit or approval is required.

614.05. Review of Application.

- A. For ministerial plan permit applications listed in this section, Zoning Administrator, or designee, without notice or hearing, shall consider the application ministerially without discretionary review. When the application is in compliance with the relevant standards, the permit shall be issued. The decision may be appealed to City Council only by the applicant or the owner of the subject property.
- B. The application for the ministerial plan permit shall be reviewed for conformance with objective standards established by the General Plan, applicable Specific Plans, Development Ordinance, design standards, and other adopted standards.
- C. As provided by Government Code Section 65583.2(i), an eligible project is exempt from the California Environmental Quality Act.
- D. Permanent supportive housing shall be reviewed consistent with the provisions of Government Code Sections 65650 et seq.
- E. Low barrier navigation centers shall be reviewed consistent with the provisions of Government Code Sections 65650 et seq.

614.06. Required Findings

- A. In granting a ministerial plan permit, the Zoning Administrator, or designee, shall issue a letter of approval and shall make the following findings:
 - 1. That the project is eligible for by-right approval under State law.
 - 2. That the project complies with all applicable objective zoning and other adopted standards, including but not limited to design review standards.
 - 3. That the project is granted subject to such applicable conditions as required to meet the standards of the use and zone in which it is located and to comply with applicable design standards.

614.07. Interpretation.

If any portion of this Article conflicts with any applicable State law, State law shall supersede this Article. Any ambiguities in this Article shall be interpreted to be consistent with State law. Statutory references in this Article include successor provisions.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 4. POTENTIAL CONFLICTS. All ordinances, parts of ordinances, City resolutions or policies, and the like, in conflict with those sections amended or added herein to the Porterville Municipal Code, are hereby expressly superseded by this ordinance.

SECTION 5. EFFECTIVE DATE. The foregoing ordinance shall take effect 30 days from the date of

the passage and adoption. Prior to the expiration of 15 days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

SECTION 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.

SECTION 7. CEQA REVIEW. The City Council hereby finds that the environmental impacts of the proposed Development Ordinance amendments are covered by and within the scope of the City of Porterville General Plan EIR (certified February 2008, State Clearinghouse # 2006011033) and that there have been no changes in circumstances under which the project is undertaken, and/or no “new information of substantial importance” that may cause one or more effects to environmental resources, and the City Council finds that the proposed Development Ordinance Amendments are within the scope of the General Plan EIR, do not require subsequent action under CEQA Guidelines Section 15162 and the General Plan EIR adequately analyzes potential environmental impacts.

SECTION 8. CERTIFICATION. The City Clerk shall certify as to the passage and adoption of this ordinance, and the City Clerk shall cause the same to be posted and codified in the manner required by law.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2026.

Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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



SUBJECT: Amendment to the City Code - Changes to the Special Speed Zones and Traffic Control (Plano Street from State Route 190 to Worth Avenue)

SOURCE: Engineering and Project Management

COMMENT: When an engineering and traffic survey—defined in CVC §§627 and 40802 and throughout the California Manual on Uniform Traffic Control Devices (CA-MUTCD)—determines that the prima facie limits and traffic control devices are not appropriate for specific conditions on certain streets and intersections, the City may modify the speed limits and traffic control devices. These changes must be supported by the findings of the survey, which then authorize the enforcement of posted limits using radar and other electronic speed-measuring devices, along with the installation of stop signs and traffic signals, or other traffic mitigation measures.

A traffic study was recently completed on Plano Street from State Route 190 to Worth Avenue and the resulting Traffic Safety Audit Letter includes two (2) recommendations:

- 1) The existing one-way stop controls at Plano Street and College Avenue be converted to multi-way stop controls while the City makes plans to signalize the intersection or implement a roundabout; and
- 2) The posted speed limit for the segment of Plano Street between College Avenue and State Route 190 be reduced from 45 miles per hour (MPH) to 40 MPH.

Engineering Department staff have evaluated the findings and recommendations related to this traffic study, compared them to the speed surveys on file for Plano Street from State Route 190 to Worth Avenue, as well as a review of the conditions in this area. This segment of Plano Street includes multiple schools with a wide range of ages and physical needs which are likely to increase pedestrian and bicyclist activity. These conditions support the need to reduce the speed limit in this area and the conversion of the intersection from a one-way stop to a multi-way stop by way of installation of stop signs for both the north and south-bound traffic on Plano Street at College Avenue.

Assembly Bill 43 (AB 43) grants local governments, by ordinance, the authority

to set prima facie speed limits of 20 or 25 mph on highways located within business activity districts. Additionally, under CVC §22358.7, AB 43 allows local authorities to reduce speed limits—following an engineering and traffic survey—if they determine that the existing limit is not reasonable or safe and certain conditions are met. Previously, speed limits were primarily based on the 85th percentile speed, generally set within 5 mph of that benchmark. AB 43 provides municipalities with greater flexibility in adjusting posted speed limits. As such, staff recommends that the reduction of posted speed in this area include the stretch of Plano Street from College Avenue to Worth Avenue.

The Engineer's Estimate of Probable Cost to adopt the changes in this area and complete the recommended changes is \$20,000. This includes the purchase and installation of stop signs, flashing warning signs, required street painting, and the rental of message board signage for one month. Funding for this work is available in the General Fund operating budget for streets, signals, signs and striping.

RECOMMENDATION:

That the City Council:

1. Approve the proposed Ordinance;
2. Give first reading to the Ordinance amending Chapter 17, Article XV, Section 17-15, Prima Facie Speed Limits Determined on Certain Streets, in the City Code;
3. Approve the conversion of the intersection of Plano Street and College Avenue from a one-way stop to a multi-way stop; and
4. Direct the City Engineer to make appropriate changes in the posted signs when the Ordinance becomes effective.

ATTACHMENTS:

1. Draft Ordinance
2. Engineering and Traffic Survey Update Plano Street

Appropriated/Funded:

Review By:

Department Director:
Daniel Cervantez, City Engineer

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

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING CHAPTER 17, ARTICLE XV, SECTION 17-
15, PRIMA FACIE SPEED LIMITS DETERMINED ON CERTAIN
STREETS, OF THE PORTERVILLE MUNICIPAL CODE**

WHEREAS: State Assembly Bill No. 34 was filed with the Secretary of State October 8, 2021; and

WHEREAS: Section 22358.7 of the Vehicle Code allows the local authority, after completing an engineering and traffic survey, to determine and declare a prima facie speed limit that is reduced up to an additional five miles per hour if the speed from the survey is more than is reasonable or safe an adjacent to land or facilities that may generate high concentrations of bicyclists or pedestrians: and

WHEREAS: Section 22358.8 of the Vehicle Code allows the local authority, after completing an engineering and traffic survey, to restore the immediately prior speed limit if that speed limit was established with an engineering and traffic survey and a registered engineer has evaluated the section of highway and determined that no additional general-purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit: and

WHEREAS: The Porterville Police Department completed a city-wide speed survey at the end of 2020 on major corridors (arterial and collectors) within the City of Porterville and those streets within Tulare County where agreements dictate Porterville's authority to post speed limits; and

WHEREAS: Engineering staff has evaluated the speed surveys provided by the Police Department, calculated the 85th percentile speeds, and has prepared Engineering and Traffic Surveys as required by the California Vehicle Code to determine necessary amendments to *prima facie speeds* in the Porterville Municipal Code; and

WHEREAS: The City Engineer has evaluated the sections of Plano Street beginning at State Route 190 and ending at Worth Avenue and found that the area includes multiple schools with children in attendance varying in age and physical needs that would potentially generate a large concentration of bicyclists and pedestrians necessitating a reduction in posted speed limits in the area.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of Porterville does ordain as follows:

Section 17-15, Prima Facie Speed Limits Determined on Certain Streets, of the Code of the City of Porterville is hereby amended to incorporate the following changes:

Street	Survey Area	Posted Speed (MPH)	85 th Percentile (MPH)	New Posted Speed Limited (MPH)
Plano St	SR 190 to College Ave	45	43	40
Plano St	College Ave to Worth Ave	45	48	40

This ordinance and code amendment shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2026.

Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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

STREET NAME:	Plano Street
SURVEY LIMITS:	State Route 190 to College Avenue
POSTED SPEED LIMIT:	45 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Data Not Available
STREET WIDTH:	Varies 40' to 64'
STREET CONDITION:	Fair
CURB & GUTTER:	This arterial road has asphalt and dirt shoulder transition on the east and west side.
STREET GEOMETRY:	Straight two lane arterial designated street.
DESCRIPTION OF ADJACENT PROPERTIES:	A total of four (4) schools at/or near the corner of Plano Street and College Avenue. Some residential along west side and mostly open fields along the east side
UNIQUE OR UNUSUAL CONDITIONS:	Due to the increased amount of traffic created by the multiple schools in this area, the speeds of travelers entering City limits from the south and exiting SR 190 from the north an amount of caution needs to be taken in slowing down traffic and preparing them for the increased amount of pedestrian and bicyclist traffic from the schools. Caution needs to be taken at the exits of all commercial
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 43 MPH. For the reasons stated above, reduce the posted speed limit from 45 MPH to 40 MPH.

STREET NAME:	Plano Street
SURVEY LIMITS:	College Avenue to Worth Avenue
POSTED SPEED LIMIT:	45 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Data Not Available
STREET WIDTH:	Varies 40' to 64'
STREET CONDITION:	Fair
CURB & GUTTER:	This arterial road has asphalt and dirt shoulder transition on the east and west side.
STREET GEOMETRY:	Straight two lane arterial designated street.
DESCRIPTION OF ADJACENT PROPERTIES:	A total of four (4) schools at/or near the corner of Plano Street and College Avenue. Some residential along west side and mostly open fields along the east side
UNIQUE OR UNUSUAL CONDITIONS:	Due to the increased amount of traffic created by the multiple schools in this area, the speeds of travelers entering City limits from the south and exiting SR 190 from the north an amount of caution needs to be taken in slowing down traffic and preparing them for the increased amount of pedestrian and bicyclist traffic from the schools. Caution needs to be taken at the exits of all commercial
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 48 MPH. For the reasons stated above, reduce the posted speed limit from 45 MPH to 40 MPH.



SUBJECT: Adoption of the 6th Cycle Housing Element

SOURCE: Community Development

COMMENT: The Housing Element is one of the components of the City’s General Plan, and contains the City’s goals, policies, and strategic plan for addressing the most critical housing needs in the community over the next eight years. The Housing Element is designed to provide the City with a coordinated and comprehensive strategy for promoting the production of safe, decent, and affordable housing within the community.

The Housing Element update was a multi-jurisdictional effort that included the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare and Woodlake, with the support of the Tulare County Association of Governments. The Tulare County Regional Housing Element (referred to as the “Housing Element”) represents an innovative approach to meeting State Housing Element law and coordinating resources to address the region’s housing needs. Each participating jurisdiction will adopt the Housing Element separately, and the California Department of Housing and Community Development (HCD) will certify the Housing Element separately for each jurisdiction. On a regional level, the Housing Element provides the opportunity for the participating jurisdictions to respond to the county-wide housing issues and work together to accommodate the region’s share of housing needs (known as the Regional Housing Needs Allocation, or RHNA).

The regional effort included various evaluations, surveys, and calculations. In addition to multiple public outreach efforts and public meetings, staff and the consultant, Rincon Consultants, Inc., have completed parcel-by-parcel land use surveys, an assessment of vacant and under-utilized parcels for residential development, windshield surveys of housing conditions, and a review of the accomplishments of the last cycle of the Housing Element, from 2014 through 2023. Further, the Housing Element update addresses various modifications in State law since adoption of the prior Element. In all, the Housing Element provides a comprehensive study of housing availability, needs, and constraints to development, in addition to establishing specific goals to further the opportunities to meet the housing needs of all aspects of Porterville’s population.

A very important component of the Housing Element identifies the types and number of housing units the City must provide and/or have available on developable land as mandated by the 2023 Regional Housing Needs Assessment (RHNA) Plan for the planning period of December 2023 to December 2031. The California Department of Housing and Community Development (HCD) provides each region throughout the state with its proportional share of housing units that must be provided for within the seven-and-a-half-year RHNA period (December 2023 – June 2031). The Council of Governments within each region then allocates to each jurisdiction its proportionate share based on the RHNA plan. Tulare County Association Governments (TCAG) as the Metropolitan Planning Agency for the Tulare County Region, makes allocations specific to jurisdictions based on housing needs of all incomes (market rate and affordable rate housing), market demand for housing, employment opportunities, availability of sites and public facilities, commuting patterns, type and tenure of housing, and the housing needs of special populations. The City of Porterville has been allocated 4,064 units to accommodate over the remainder of the planning period. The following is a breakdown by income level: Extremely Low 506 units, Very Low 366 units, Low 537 units, Moderate 739 units, and Above Moderate 1,916 units. Total Units by 2031 will be 4,064, remaining on an eight-year planning cycle.

Pursuant to the California Environmental Quality Act (CEQA), the Environmental Coordinator has determined that the proposed adoption of the 6th Cycle Housing Element is exempt from further environmental review under the CEQA Guidelines Section 15061(b)(3).

RECOMMENDATION: That the City Council:

1. Hold a Public Hearing; to receive public testimony regarding the 6th Cycle Housing Element;
2. Find that the adoption of the 6th Cycle Housing Element is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3); and
3. Adopt the draft Resolution approving the 6th Cycle Housing Element; and direct staff to submit the approved 6th Cycle Housing Element to the California Department of Housing and Community Development for review and certification.

ATTACHMENTS:

1. 6th Cycle Housing Element (Exhibit A to Draft Resolution)
2. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

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



City of Porterville Housing Element Update 2023-2031

General Plan Environmental Impact Report Addendum
State Clearinghouse #2006011033

prepared by

City of Porterville

291 North Main Street

Porterville, California 93257

Contact: Claudia Calderon, Community Development Director

prepared with the assistance of

Rincon Consultants, Inc.

4589 North Marty Avenue, Unit 102

Fresno, California 93720

December 2025



RINCON CONSULTANTS, INC. SINCE 1994

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Acronyms and Abbreviations

AB	Assembly Bill
ADU	Accessory Dwelling Unit
AMI	Area Median Income
CAL FIRE	California Department of Forestry and Fire Protection
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
DOC	California Department of Conservation
DOF	California Department of Finance
EIR	Environmental Impact Report
HCD	California Department of Housing and Community Development
RHNA	Regional Housing Needs Allocation
SB	Senate Bill
SJVAPCD	San Joaquin Valley Air Pollution Control District
SRA	State Responsibility Areas
TCAG	Tulare County Association of Governments
VHFHSZ	Very High Fire Hazard Severity Zones
VMT	Vehicle Miles Traveled

1 Introduction and Project Summary

1.1 Project Title

City of Porterville Housing Element Update 2023-2031 and Zoning Code Update

1.2 Lead Agency/Project Sponsor Name and Address

City of Porterville Community Development Department
291 North Main Street
Porterville, California 93257

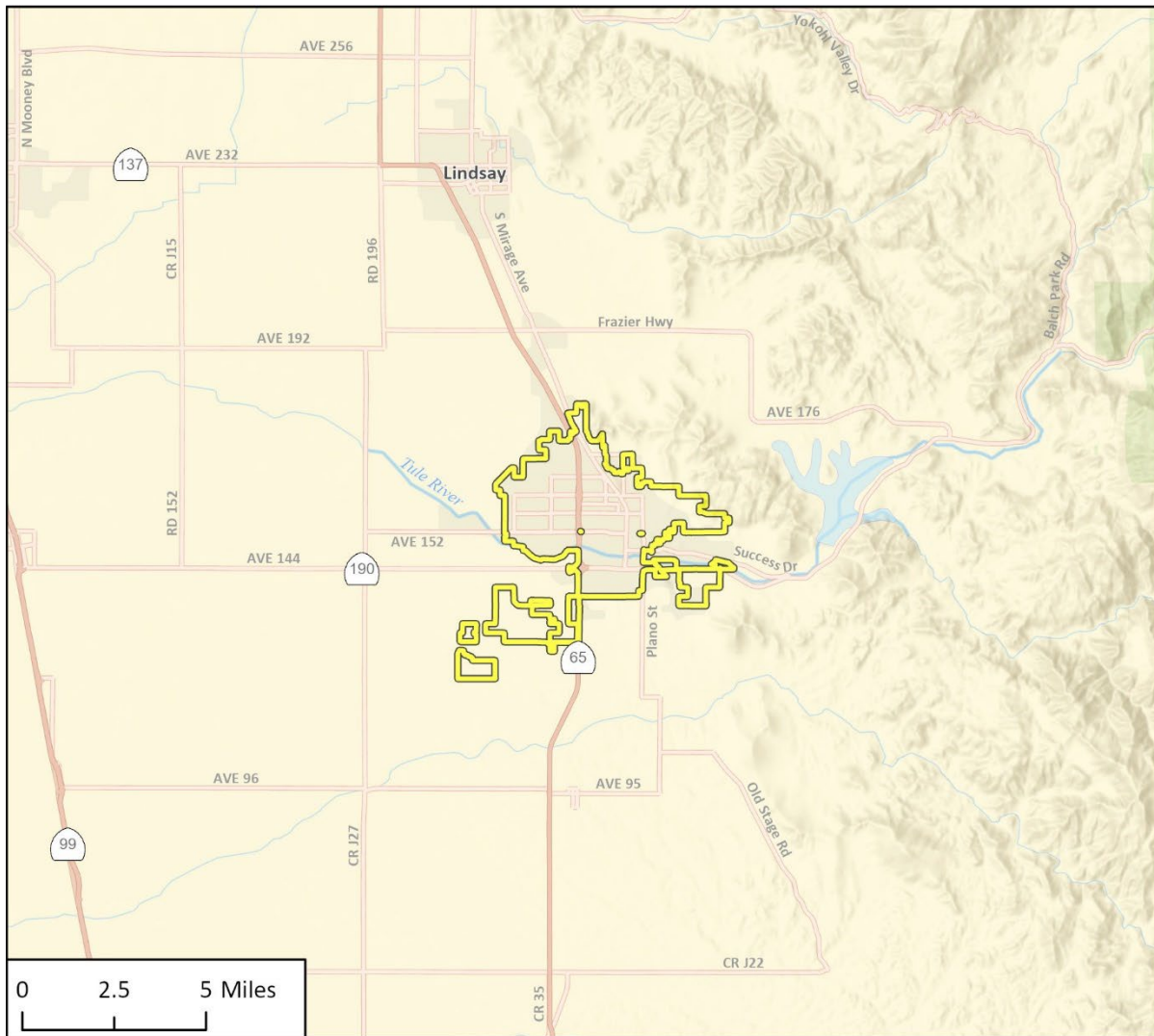
1.3 Contact Person and Phone Number

Claudia Calderon, Community Development Director
ccalderon@ci.porterville.ca
559-782-7460

1.4 Project Location


The City of Porterville is located in the southeastern portion of the San Joaquin Valley, at the base of the foothills of the Sierra Nevada Mountains. It is approximately 70 miles south of Fresno and 50 miles north of Bakersfield, in the southern part of Tulare County. Visalia, the County seat, is approximately 30 miles to the northwest. Neighboring communities include Strathmore, Springville, Terra Bella, Tipton, Pixley, Woodville, Richgrove, and Lindsay. Sequoia National Park is 50 miles to the northeast. The Tule River Indian Reservation is located approximately 15 miles to the east. Porterville is served by State Routes (SR) 65 and 190 and is approximately 17 miles east of SR 99, a major San Joaquin Valley transportation arterial. Success Reservoir (Lake) and Dam are located on the Tule River five miles east of Porterville. The Project’s regional location is shown in Figure 1, and the Porterville city limits are shown in Figure 2.

Figure 1 Regional Location



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22-13496 EPS
Fig.1 Regional Location

 Project Location

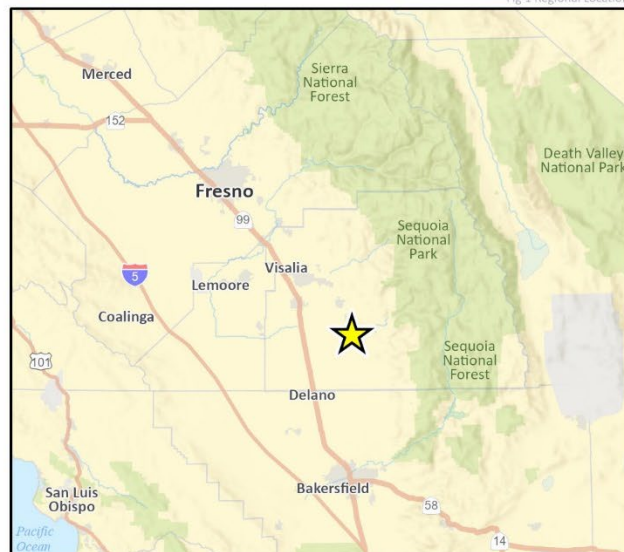
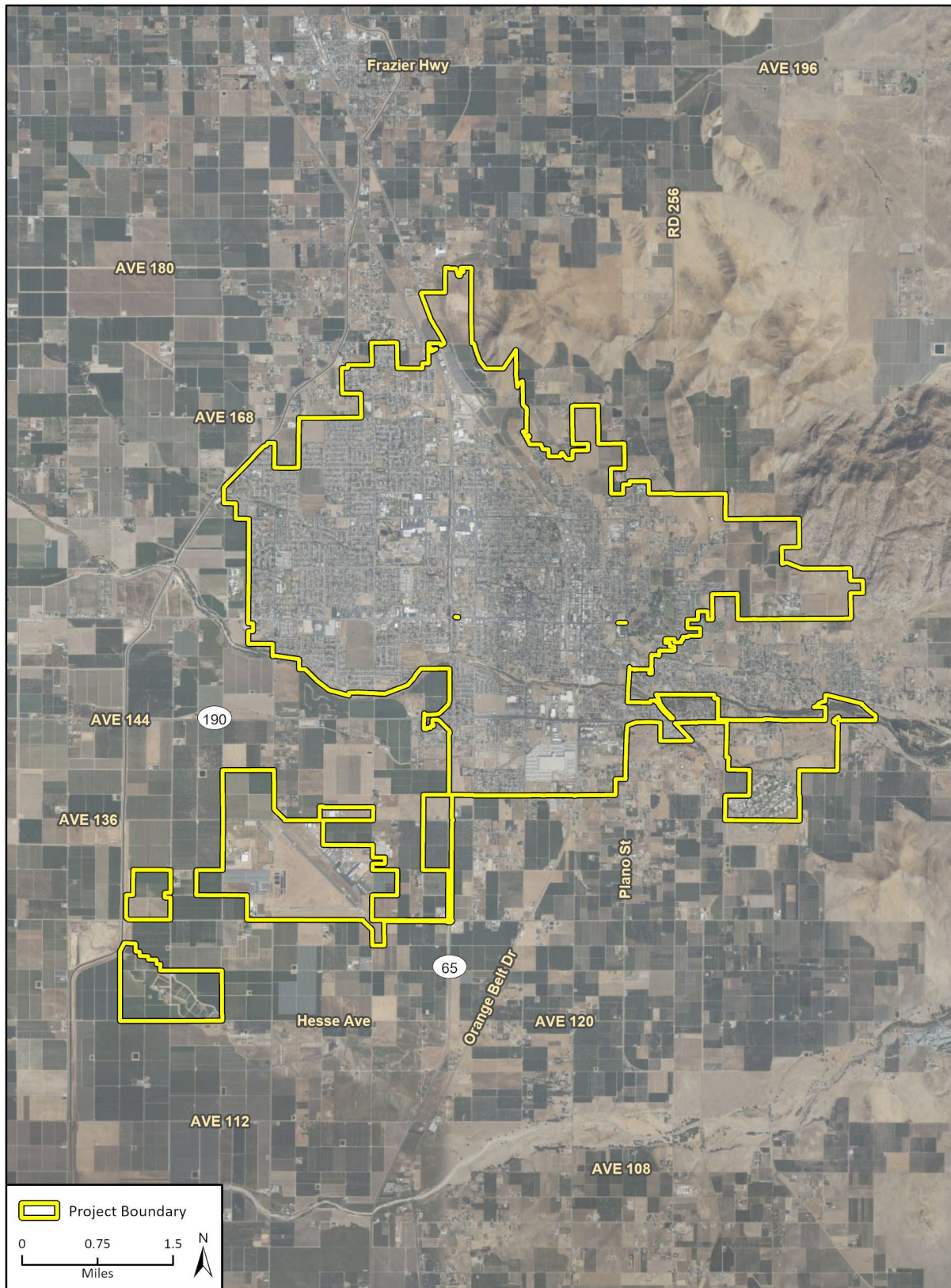


Figure 2 City Limits



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22-13496 EPS
Fig 2 Project Location

1.5 Project Description

The Project consists of the following elements:

1. Housing Element Update: A comprehensive update to the City of Porterville’s General Plan Housing Element
2. Zoning Code Update: An amendment to the City’s Zoning Ordinance (Chapter 21, Series 600, Article 614) defining by-right approval process in accordance with State law, and establishing that certain housing projects must be allowed by right (including permanent supportive housing; low-barrier navigation centers; and projects that include at least 20 percent of units affordable to lower-income households on sites listed as lower-income sites in the Housing Element that are vacant and used in two prior Housing Element site inventories, or nonvacant and listed in one prior Housing Element site inventory).

State law requires that housing elements be updated every eight years (California Government Code Sections 65580 to 65589.8). Each eight-year period is referred to as a “cycle.” For Porterville, the current (6th) cycle planning period runs from December 2023 through December 2031. Each Housing Element cycle, the California Department of Housing and Community Development assigns each region a share of the state’s housing need, and the regional government (in this case, the Tulare County Association of Governments) assigns each jurisdiction a share of the Regional Housing Need Allocation (RHNA).

The Housing Element Update must contain the following elements:

- Identification and analysis of existing and projected housing needs, resources, and constraints
- A statement of goals, policies, quantified objectives, and scheduled programs for preservation, improvement, and development of housing
- Assessment of the City’s fair housing issues
- Adequate provision for existing and projected needs of all economic segments of the population
- A Site Inventory which demonstrates the City’s ability to accommodate its share of the RHNA

The Project would bring the City’s Housing Element into compliance with Housing Element Law, including legislation passed since the publication of the previous Housing Element (5th Cycle) Housing Element (adopted in 2014).

The Housing Element assists Porterville in determining how to address existing and future housing needs and plan for future growth. The Housing Element Update will not directly result in environmental impacts, as it does not propose to develop any projects nor would it result in land use changes or rezoning. Rather, it establishes objectives and policies designed to guide future development as the City works to achieve State-mandated housing goals. As part of the Housing Element Update, no formal land use changes or physical development is proposed at this time, and future changes will require project-specific review as potential impacts are location-specific.

The Site Inventory contains “housing opportunity sites” that are suitable for inclusion in the Site Inventory (pursuant to Housing Element Law) with their existing zoning and land use designations.

Zoning changes and future individual development projects will require project-specific environmental review (except those exempted from further CEQA review by Housing Element law and codified in the Zoning Code Update that is part of the Project). When a specific development proposal is considered for approval, that project would be subject to adopted development guidelines/standards and it must

comply with General Plan policies and actions listed in the certified General Plan EIR in accordance with California Environmental Quality Act (CEQA) Guidelines Section 15168(c)(3). If a subsequent activity (in this case a specific development proposal) would have effects not identified in the EIR (the General Plan EIR and all subsequent Addendums), the lead agency must prepare additional CEQA documentation prior to project approval.

The Project also includes text-only amendments to the City's Zoning Code to ensure consistency with the Housing Element Update and State law. These changes would bring the Zoning Code into compliance with Government Code Section 65583.2, which requires cities to ministerially approve eligible affordable housing projects and exempts such projects from CEQA. These amendments fulfill the City's obligation under Housing Element law to make Housing Element inventory sites available for development.

This Addendum analyzes the changes and potential impacts related to the adoption of the Housing Element Update and Zoning Code Update. This Addendum is intended to demonstrate the consistency of the Project the existing General Plan to comply with CEQA. The City's current General Plan underwent extensive environmental review in the form of an EIR, which was certified in February 2008 (State Clearinghouse #2006011033). The City of Porterville 2030 General Plan EIR (hereinafter called the "General Plan EIR") is a comprehensive document that includes discussion of alternatives and growth-inducing impacts associated with buildout of the City at the time it was developed.

This Addendum will compare the implementation of the proposed Project with the full-buildout scenario presented in the General Plan EIR. This Addendum assesses whether the Project would result in impacts not addressed or previously analyzed in the General Plan EIR.

1.6 Discretionary Action

Implementation of the Project would require the following discretionary actions by the City of Porterville City Council:

- Approval of a General Plan Amendment to incorporate the 2023-2031 Housing Element Update
- Approval of a Zoning Code text amendment
- Consideration of this Addendum to the certified EIR

The California Department of Housing and Community Development (HCD) reviews and certifies that the proposed Housing Element complies with State law. Aside from HCD, no other approvals by outside public agencies are required.

1.7 Prior Environmental Document

City of Porterville, General Plan Environmental Impact Report (2030 General Plan EIR). State Clearinghouse #2006011033, certified February 2008.

1.8 Location of Prior Environmental Document

https://www.ci.porterville.ca.us/departments/community_development/general_plan_update.php

2 Project Context

The California Legislature has identified the attainment of a decent home and suitable living environment for every resident as the State’s major housing goal. Recognizing the important role of local planning programs in pursuing this goal, the Legislature mandated that all cities and counties prepare a housing element as part of their comprehensive general plans. Government Code Sections 65580 to 65589.8 set forth the specific components to be contained in a community’s housing element.

2.1 Purpose of the Housing Element

The Housing Element of the General Plan is designed to provide the City with a coordinated and comprehensive strategy for promoting the production of safe, decent, and affordable housing within the community.

Pursuant to State law, the Housing Element has two main purposes:

1. To provide an assessment of both current and future housing needs and constraints in meeting these needs; and
2. To provide a strategy that establishes housing goals, policies, and programs

The Housing Element is one of the eight General Plan elements required by State law (Government Code Section 65302). The Housing Element serves as an integrated part of the General Plan but unlike other General Plan elements, is required by State law to be updated every eight years (California Government Code Section 65588). Each eight-year period is referred to as a “cycle,” the current cycle being the sixth.

The Housing Element identifies strategies and programs that focus on:

1. Conserving and improving existing affordable housing
2. Maximizing housing opportunities throughout the community
3. Assisting in the provision of affordable housing
4. Removing governmental and other constraints to housing investment
5. Promoting fair and equal housing opportunities

The Housing Element is an official response to the need to provide housing for all economic segments of the population, establishing goals, policies, and programs that will guide City decision making and set forth an action plan to implement these housing programs through the eight-year planning period.

The Housing Element analyzes market and governmental constraints to housing maintenance, improvement, and development; addresses conservation and improvement of the condition of existing affordable housing stock; and outlines policies that promote housing opportunities for all people.

The Housing Element must identify residential sites adequate to accommodate a variety of housing types for all income levels and to meet the needs of special population groups as defined under State law (California Government Code Section 65583).

2.2 Regional Housing Needs Allocation

The RHNA reflects HCD’s determination of the projected housing needs in a region by household income level as a percent of the Area Median Income (AMI). TCAG was tasked with allocating this regional housing need among the jurisdictions in the TCAG region, which includes the City of Porterville. Table 1 shows the breakdown of Porterville’s share of the RHNA for the 6th Cycle.

Table 1 2023-2031 Regional Housing Need Allocation

Income Category (Percent of Tulare County Area Median Income [AMI])	Number of Units	Percent of Total Units
Extremely Low (< 30% of AMI)*	506	10.7%
Very Low (30 to 50% of AMI)	34,207	10.7%
Low (51 to 80% of AMI)	537	13.2%
Moderate (81% to 120% of AMI)	739	18.2%
Above Moderate (> 120% of AMI)	1,916	47.1%
Total	4,064	100%

*The RHNA does not project the need for extremely low-income units, but pursuant to State law (AB 2634), the City must project its extremely low-income housing needs based on Census income distribution or assume 50 percent of the very low-income units required by the RHNA as extremely low-income units. The City’s very low-income requirement is 872 units. The number of extremely low-income units that the City must plan for shown here was projected using Census data. According to the Comprehensive Housing Affordability Strategy (CHAS), data developed by HUD, 39.0 percent of households in the city earned less than 50 percent of the AMI. Among these households, 58.0 percent earned incomes below 30 percent (extremely low-income). Therefore, the City’s RHNA allocation of 872 very low-income units was distributed as 506 extremely low (58 percent of the 872 very low-income units required by the RHNA) and 34,207 very low-income units. However, for the purpose of identifying adequate sites for the RHNA allocation, State law does not mandate the separate accounting for the extremely low-income category.

Source: TCAG, 2022. Final Regional Housing Needs Plan.

2.3 Changes in State Law

The Housing Element Update and Zoning Code Update incorporates and addresses all substantive changes to State housing law since the City’s last Housing Element was adopted and certified in 2016, including, but not limited to:

- Affordable Housing Streamlined Approval Process: Senate Bill 35 (2017)
- Additional Housing Element Sites Analysis Requirements: Assembly Bill 1397 (2017)
- Affirmatively Furthering Fair Housing: Assembly Bill 686 (2017)
- No-Net-Loss Zoning: Senate Bill 166 (2017)
- By Right Transitional and Permanent Supportive Housing: Assembly Bill 2162 (2018) and Assembly Bill 101 (2019)
- Accessory Dwelling Units: Assembly Bill 68 (2019), Assembly Bill 587 (2019), and Assembly Bill 671 (2019)
- Housing Crisis Act of 2019: Senate Bill 330
- Emergency and Transitional Housing Act of 2019: Assembly Bill 139 (2019)

2.4 City of Porterville General Plan

State law mandates that each city and county in California adopt "a comprehensive, long-term general plan," for the physical development of its planning area. The City of Porterville General Plan planning area includes all lands within the City limits. The 2030 General Plan is a legal document that serves as City of Porterville’s “blueprint” or “constitution” for all future land use, development, preservation, and resource conservation decisions. General Plans must be comprehensive and long-term.

The City of Porterville General Plan, adopted in February 2008, is a long-term document with text and diagrams that express the goals, objectives, and policies necessary to guide the community toward achieving its vision. A General Plan establishes and implements goals and policies for regulating development projects and for balancing population growth with infrastructure availability, agricultural preservation, and natural resource protection. Other goals and policies are directed to resource protection, ensuring the timely availability of public infrastructure and services, and encouraging a well-balanced economy. The plan also integrates new planning concepts endorsed by the City Council and translates Housing Element goals and policies into implementation programs (such as amendments to the City’s code, zoning ordinance, and subdivision regulations) to assure that the City’s vision is implemented.

City decision-makers (e.g., City Council) rely on the General Plan as the basis for development proposals, land use changes, and the provision of public facilities (e.g., roads, parks, fire stations). It is also a policy document that guides decisions related to protecting, enhancing, and providing open space, habitat conservation, arts and recreation programming, and community character.

State law requires that every General Plan, at a minimum, address certain subject categories (called "elements"), which include land use, circulation, housing, conservation, open space, noise, safety, and environmental justice. A General Plan may also address other subjects that are of importance to the community’s future, such as sustainability, community design, and public art. With the adoption of an environmental justice element in September 2024, the City of Porterville General Plan includes all eight mandatory elements (City of Porterville 2008a).

2.5 City of Porterville General Plan EIR

The General Plan EIR addressed the potential environmental effects of the planned buildout of City of Porterville through the approximately 22-year period between 2008 to 2030 and concluded that implementation of the General Plan would result in environmental impacts as detailed in Table 2.

Proposed mitigation measures in the General Plan EIR were incorporated as policies in the General Plan to reduce potential impacts from project development under the General Plan.

Table 2 Summary of Areas of Potential Impact under the General Plan EIR

Issue Area	Level of Significance after Mitigation	Mitigation Proposed in the General Plan EIR
Aesthetics	Less than Significant	None required
Agricultural and Forestry	Significant and Unavoidable	Mitigation considered but found to be infeasible
Air Quality	Significant and Unavoidable	Mitigation Measures AIR-2a, AIR-2b, AIR-3a, AIR-4
Biological Resources	Less than Significant	None required
Cultural and Tribal Cultural Resources	Less than Significant	None required

Issue Area	Level of Significance after Mitigation	Mitigation Proposed in the General Plan EIR
Energy	Less than Significant	None required
Geology and Soils	Less than Significant	None required
Greenhouse Gas Emissions	Significant and Unavoidable	Mitigation Measure GHG-1
Hazards and Hazardous Materials	Less than Significant	None required
Hydrology and Water Quality	Less than Significant	None required
Land Use and Planning	Less than Significant	None required
Mineral Resources	No Impact	None required
Noise	Significant and Unavoidable	Mitigation Measures NOI-1b, NOI-2a, NOI-2b
Population and Housing	Less than Significant	None required
Public Services, Parks, and Recreation	Less than Significant	None required
Transportation	Significant and Unavoidable	No feasible mitigation
Utilities and Service Systems	Less than Significant	None required
Wildfire	Less than Significant	None required

Source: City of Porterville 2008b

General Plan Assumptions

The General Plan has a planning horizon year of 2030, but it does not specify or anticipate exactly when buildout would occur, as long-range demographic and economic trends are difficult to predict. The designation of a site in the General Plan for a certain use does not necessarily mean that the site will be developed or redeveloped with that use during the planning period, as most development depends on property owner initiative.

The General Plan estimates a total population of 107,300 residents, 34,250 residential units, and 54,461 jobs by 2030 (City of Porterville 2008b). In 2006, the City of Porterville had 45,220 residents and 14,080 residential units. Thus, it was anticipated that the population would increase by approximately 62,080 residents and the number of residential units would increase by 20,170 units. Currently, the City has a population of 62,934 residents and 19,429 residential units (DOF 2024). For the purpose of this Addendum, the proposed Project and its anticipated growth will be compared to the impacts from full buildout of the 2030 General Plan as presented in Section 1.6 of the General Plan EIR and described here.

The Housing Element Update would accommodate 4,207 units in order to adhere to the City's obligation to address its fair share of regional housing needs, as well as specific State-mandated requirements outlined in the RHNA. The RHNA sets the baseline for the minimum number of housing units that the City must plan for in its Housing Element. This involves providing sufficient sites through the General Plan and zoning. As a result, the projected increase in growth aligns with expectations outlined in the State RHNA accommodation. Therefore, the proposed increase in growth can be considered anticipated as evident by the State RHNA accommodation. Although the proposed buildout could theoretically reach 4,207 units, it is important to note that the Project is not increasing the overall development potential in the City beyond what was previously included in the General Plan and analyzed as part of the General Plan EIR. Therefore, the proposed Project's buildout aligns and is well below what the General Plan already accommodates. Consequently, comparing the Project's residential units to the General Plan level reveals a net increase of zero.

Further, as noted above, actual population growth in the City of Porterville since the General Plan EIR was completed (from 2006 to 2024) was 17,174 residents and 5,394 residential units. The addition of 4,207 units under the proposed Project would not exceed the 20,170 units projected under the General Plan EIR. Rather, the proposed Project is intended to assist the City in achieving the vision of the existing General Plan and provide the necessary housing units to accommodate the anticipated growth and assist the City in meeting its RHNA for their 6th Cycle Housing Element. It is not anticipated that the proposed Project would result in a substantial increase in environmental impacts or create new impacts not previously identified as part of the General Plan EIR. This increase is well within growth projections included in the City of Porterville General Plan EIR which assumed a population of approximately 34,250 individuals at buildout of the General Plan and is intended to help accommodate the growth in City of Porterville that was envisioned by the General Plan when adopted.

2.6 Housing Element Update

The 2023-2031 Housing Element Update has the following major components:

- An **Introduction and Community Engagement** section that provides an overview of the housing element update and efforts Porterville made to engage the public and gather input to inform development of this Housing Element Update (Chapter E1)
- A **Housing Needs Assessment** for the City of Porterville, summarizing demographic, employment, and housing characteristics. (Chapter E2)
- A **Housing Constraints Analysis** analyzing constraints to the development of adequate and affordable housing including market, governmental, infrastructure, and environmental factors. (Chapter E3)
- A **Housing Resources** section documenting the methodology and results of the Site Inventory Analysis conducted to demonstrate the City of Porterville's ability to meet its share of the 6th cycle RHNA. (Chapter E4)
- An analysis of issues related to **Affirmatively Furthering Fair Housing (AFFH)** for the City of Porterville. (Chapter E5)
- A **Review of Past Accomplishments** to review the housing programs adopted in the 5th Cycle Housing Element and evaluate the effectiveness of these programs in delivering housing services and assistance. (Chapter E6)
- A **Housing Plan**, which comprises the Goals, Policies, and Programs that the City intends to implement over the next eight-year planning cycle. (Chapter E7)

Goals, Policies, and Programs

The primary objective of the Housing Element is to encourage the production of new housing units to meet the RHNA and housing for special needs populations. This is done by adopting a series of goals and policies that facilitate the development of a variety of housing types, explore innovative housing solutions, address the needs of the city's residents, and affirmatively further fair housing. The 2023-2031 Housing Element Update goals, policies, and programs are summarized below and referenced throughout this Addendum as appropriate.

- **Regional Collaboration.** The 2023-2031 Housing Element Update includes policies and programs to foster collaboration with jurisdictions within Tulare County to address housing issues.
- **Housing Development.** State law requires that the goals and policies of the Housing Element shall encourage and facilitate the production of a range of types of housing affordable to households of varied income levels. The 2023-2031 Housing Element Update includes policies and programs to provide an adequate supply and range of housing types to meet the diverse needs of residents.
- **Affordable Housing.** The 2023-2031 Housing Element Update includes policies and programs to facilitate the development of affordable housing and protect the existing supply of affordable housing to extremely low-, very low-, low- and moderate-income households.
- **Housing and Neighborhood Preservation.** The 2023-2031 Housing Element Update includes policies and programs to preserve and improve the city's existing housing stock.
- **Housing for Persons with Special Needs.** The 2023-2031 Housing Element Update includes policies and programs to support and provide housing and services for people with special housing needs in the community.
- **Resource Conservation and Sustainable Development.** The 2023-2031 Housing Element Update includes policies and programs to ensure development of energy efficient and sustainable new housing.
- **Affirmatively Furthering Fair Housing.** The 2023-2031 Housing Element Update includes policies and programs to promote housing opportunities and access for residents regardless of age, race, religion, sex, marital status, ancestry, national origin, color, disability, or economic level in compliance with local, State, and federal fair housing laws.

2.7 Site Inventory

The Housing Element must demonstrate through the Site Inventory that the City has capacity to meet its share of the RHNA. Porterville's share of the RHNA for the current planning period is 4,064 units, consisting of 1,409 lower-income housing units, 739 moderate-income housing units, and 1,916 above moderate-income housing units. The City must demonstrate the availability of sites with appropriate zoning and development standards that can facilitate and encourage the development of such units. The Housing Element Update includes a Site Inventory that accommodates Porterville's share of the RHNA plus a buffer of additional housing units as recommended by the HCD. The Site Inventory identifies opportunity sites, which refer to parcels of land identified in a jurisdiction's Housing Element site inventory as having realistic potential for residential development within the planning period.

The City would meet its RHNA through planned, approved, and pending projects projected to develop during the planning period and adequate sites identified in the Site Inventory, including opportunity sites.

Credits

Credits refer to planned and approved housing projects and anticipated accessory dwelling units (ADUs) that can count toward a city's RHNA obligation. These credits represent housing units that have been entitled or permitted, plus projected ADUs within the 6th cycle, and help demonstrate progress in meeting the jurisdiction's required housing production targets. Table 3 shows the City's share of RHNA and housing unit yield per income category that is met by housing credits.

PLANNED, APPROVED, AND PENDING PROJECTS

Jurisdictions may count planned, approved, and pending residential units as credits towards their RHNA. These units can be counted toward each income level according to demonstrated affordability, provided it can be demonstrated that the units can be built within the planning period. These pipeline projects are mostly concentrated in Northwest and Southwest Porterville and consist of single-family and multifamily projects. As shown in Chapter E4 of the Housing Element, *Housing Resources*, the City currently has 694 above moderate-income planned, approved, and pending projects, which may be credited towards the City's RHNA.

ADUS

Jurisdictions may count the potential for ADU development as credits towards their RHNA. Legislation in California has recently facilitated the increased permitting and production of ADUs in many communities. The City issued an average of three building permits for ADUs per year during the last five years. Extrapolated over the eight-year Housing Element planning period, the City can assume the production of approximately 24 ADUs during the 2023-2031 planning period.

Table 3 RHNA Credits

	Lower Income	Moderate Income	Above Moderate Income	Total
RHNA Obligation	1,409	739	1,916	4,064
Planned and Approved Units	0	0	694	694
Anticipated ADUs	0	0	24	24
Total Unit Credits	0	0	718	718
Remaining RHNA Obligation	1,409	739	1,198	3,346

Source: City of Porterville 2024

Sites in Inventory

The City has not identified enough units through the RHNA credits described above (projected Accessory Dwelling Unit (ADU) development and pending, approved, or permitted projects) to meet the 6th Cycle RHNA for all categories. Therefore, the City identified sites to include in the Site Inventory to accommodate 1,629 lower-income units, 847 moderate-income units, and 1,731 above moderate-income units on 70 opportunity sites. The summary of the residential Site Inventory is presented in Table 4.

HOUSING OPPORTUNITY SITES

Housing Opportunity Sites refer to specific parcels of land identified by a city or county as suitable for residential development to accommodate projected housing needs, particularly for different income

levels. These sites are included in the Site Inventory, a key component of the Housing Element required by California State law (Government Code Section 65583.2).

The Housing Element Update has prepared an inventory of suitable sites for housing development. As shown in Table 4, the Site Inventory is broken into five distinct geographic areas of the city (Central, Northeast, Northwest, Southeast, and Southwest Porterville). Please refer to Chapter E4, *Housing Resources*, of the Housing Element Update for details on housing opportunity sites.

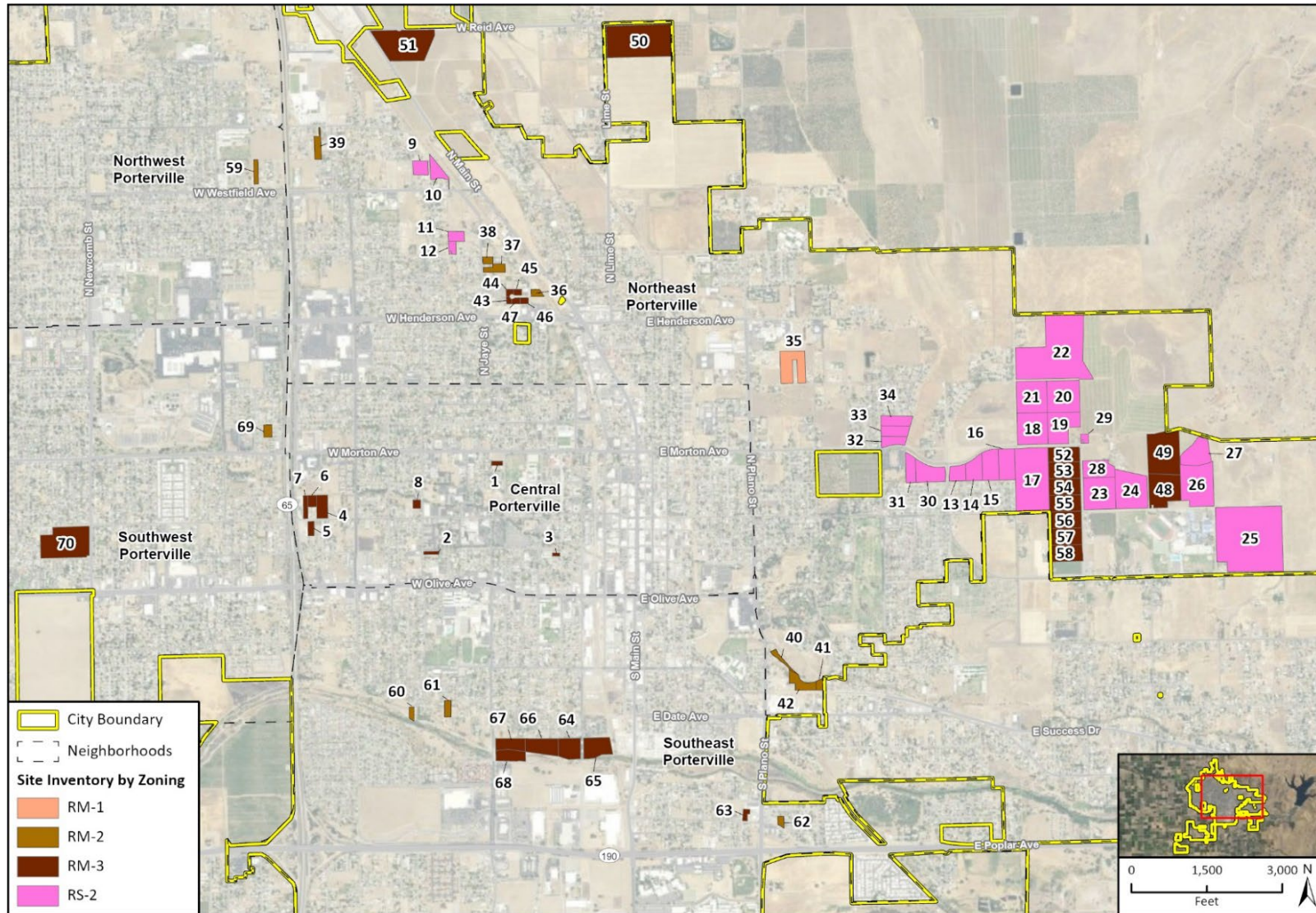
Of the 70 sites included in the City's Site Inventory, 60 are vacant and 10 are on sites with currently operational agricultural uses (nonvacant sites). The Site Inventory includes a surplus of 220 lower-income units, giving the City a 16 percent buffer for this income category.

Table 4 Housing Unit Yield per Site Category

	Lower Income	Moderate Income	Above Moderate Income	Total
Remaining RHNA Obligation	1,409	739	1,198	3,346
Opportunity Sites – Central Porterville	125	22	0	147
Opportunity Sites – Northeast Porterville	965	681	1,626	3,272
Opportunity Sites – Northwest Porterville	0	0	10	10
Opportunity Sites – Southeast Porterville	451	5	26	482
Opportunity Sites – Southwest Porterville	88	139	69	296
Total Units on Sites	1,629	847	1,731	4,207

Source: City of Porterville 2024

Figure 3 Housing Opportunity Sites



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 Additional data provided by County of Tulare, 2019.

22_13496_HE_AFFH
 Site Inventory - Porterville

2.8 Buildout of Proposed Project and Comparison to the General Plan EIR

The Project is programmatic in nature. It is a policy document that includes targeted programs that facilitate and guide housing development towards designated housing opportunity sites. This addendum conducts a comprehensive analysis of project implementation and evaluates environmental effects of these programs and their cumulative impacts.

The total buildout for the Housing Element Update would be 4,207 units. As discussed above, new development under the General Plan would result in an increase of the city's population by 62,080 new residents for a total of 107,300 residents by 2030 (City of Porterville 2008).

CEQA Baseline and Comparison to the 2030 General Plan EIR

The CEQA baseline for this analysis is the maximum allowable development for residential uses under the City's 2030 General Plan EIR. The 2030 General Plan EIR assumed a buildout of 34,250 new residential units and 107,300 new residents (City of Porterville 2008b). Table 5 compares the potential buildout under the Housing Element Update to the buildout contemplated in the 2030 General Plan EIR.

As shown on Table 5, Porterville had a population of 45,220 and 14,080 housing units in 2006 (City of Porterville 2008b). As of 2024, Porterville has a population of 62,934 and 19,429 housing units as of May 2024 (DOF 2024). This represents an increase of 17,714 residents and 5,349 housing units since the General Plan EIR was certified. The growth in Porterville occurred at a slower rate than was anticipated by the 2030 General Plan, and there is a remaining capacity of 9,472 housing units, or 44,366 persons, before the full anticipated General Plan buildout is reached.

The proposed Housing Element Update is expected to result in an increase of 4,207 units, or 13,925 residents¹ in order for Porterville to meet its State-mandated RHNA. This would result in a total city population of 76,859, which is below the anticipated General Plan total buildout of 107,300 residents. As shown on Table 5, this increase is well within growth projections anticipated in the City of Porterville's General Plan EIR.

The projected growth aligns with RHNA requirements and is consistent with regional housing expectation. Additionally, the Housing Element Update does not directly drive population growth but rather aims to prepare for anticipated development within the region. The proposed Project is intended to assist the City in achieving the vision of the existing 2030 General Plan and provide the necessary housing units to accommodate the anticipated growth and assist the City in meeting its RHNA for the 6th Cycle Housing Element period.

The Project would not exceed General Plan buildout projections, and because the General Plan EIR analyzed impacts associated with full General Plan buildout, the Project would not be expected to result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects. A full analysis of the potential for new or substantially more severe environmental effects is provided in Section 6, *Addendum Evaluation*.

¹ Based on a residential unit increase of 2,574 units multiplied by 3.56 persons per household (DOF 2024)

Table 5 Total Development Evaluated in the 2030 General Plan EIR Compared to the Housing Element Update

	2006 Actual Population and Housing (a)	2024 Actual Population and Housing (b)	Actual Growth from 2021 to 2024 (c=b-a)	Buildout Assumed under 2030 General Plan EIR (d)	Buildout Remaining under 2030 General Plan EIR (e=d-c)	Buildout under Proposed Housing Element Update (f)
Housing Units	14,080	19,429	+5,349	34,250	9,472	4,207
Population	45,220	62,934	+17,714	107,300	44,366	13,925

¹ Based on Porterville persons per household of 3.31 (DOF 2024)

2.9 Zoning Text Amendment

The City of Porterville is updating its Zoning Code to establish a By-Right Approval Ordinance (new Article 614, By Right Approval, in Chapter 21, Series 600). The ordinance will require ministerial approval for eligible affordable housing projects, and per State law, exempts those projects from CEQA. Codified under Government Code Sections 65583.2 and 65913.4, this applies to projects that include at least 20 percent of units affordable to low-income households on Housing Element inventory sites assumed to accommodate lower-income development and that are vacant and used in two prior Housing Element site inventories, or nonvacant and listed in one prior Housing Element site inventory. The ordinance brings the Zoning Code into compliance with State law, which requires qualifying projects to proceed without discretionary review and making them exempt from CEQA. These by-right requirements for Site Inventory reuse sites would apply to the sites listed in Table 6. These sites are in the City’s 6th Cycle Housing Element inventory and meet the criteria for reuse sites described above.

Table 6 Sites Used in Previous Planning Periods

Address	APN	Acres	Land Use	Zoning	Existing Use
W Putnam Ave & N Wisconsin St	251191003	0.82	High Density Residential	RM-3	Vacant
E Putnam Ave & Holcomb St	255170029	8.83	High Density Residential	RM-3	Vacant
E Putnam Ave & N Newcomb St	245150054	12.75	High Density Residential	RM-3	Vacant
E Putnam Ave & Holcomb St	255170001	12.51	High Density Residential	RM-3	Agriculture
E Reid Ave & N Lime St	255210007	19.05	High Density Residential	RM-3	Agriculture
W Reid Ave & Drive 242	255250015	14.13	High Density Residential	RM-3	Agriculture
E Morton Ave & N Conner St	254040032	4.28	High Density Residential	RM-3	Agriculture
E Morton Ave & N Conner St	254040033	4.75	High Density Residential	RM-3	Agriculture
E Putnam Ave & N Conner St	254040034	4.77	High Density Residential	RM-3	Agriculture
E Putnam Ave & N Conner St	254040035	4.76	High Density Residential	RM-3	Agriculture

Address	APN	Acres	Land Use	Zoning	Existing Use
E Putnam Ave & N Conner St	254050048	4.80	High Density Residential	RM-3	Agriculture
E Putnam Ave & N Conner St	254050049	4.82	High Density Residential	RM-3	Agriculture
E Olive Ave & N Conner St	254050050	4.82	High Density Residential	RM-3	Agriculture

3 Overview of CEQA Guidelines Sections 15162 and 15164

CEQA Guidelines Sections 15162 and 15164 set forth the criteria for determining the appropriate additional environmental documentation, if any, to be completed when a project has a previously certified EIR.

CEQA Guidelines Section 15164 states that a lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary. None of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred. *CEQA Guidelines* Section 15162(a) states that no Subsequent or Supplemental EIR shall be prepared for a project with a certified EIR unless the lead agency determines, based on substantial evidence in the light of the whole record, one or more of the following:

1. Substantial changes are proposed in the project that will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows any of the following:
 - A. The Project will have one or more significant effects not discussed in the previous EIR.
 - B. Significant effects previously examined will be substantially more severe than shown in the previous EIR.
 - C. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative.
 - D. Mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

The analysis pursuant to *CEQA Guidelines* Section 15162 demonstrates whether the lead agency can approve the activity as being within the scope of the existing certified EIR, that an addendum to the existing EIR would be appropriate, and no new environmental document, such as a new EIR, would be required. The addendum need not be circulated for public review but can be included in or attached to the Final EIR, and the decision-making body shall consider the addendum with the Final EIR prior to deciding on the project.

According to *CEQA Guidelines* Section 15164, an addendum to a previously certified EIR is the appropriate environmental document in instances when “only minor technical changes or additions are necessary” and when the new information does not involve new significant environmental effects or a substantial increase in the severity of a significant effect beyond those identified in the previous EIR. *CEQA Guidelines* Section 15164 states that:

- a. The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.
- b. An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR have occurred.
- c. An addendum need not be circulated for public review but can be included in or attached to the final EIR.
- d. The decision-making body shall consider the addendum with the final EIR prior to making a decision on the project.
- e. A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record.

The City has prepared this Addendum pursuant to *CEQA Guidelines* Sections 15162 and 15164 to evaluate whether the project's environmental impacts are covered by and within the scope of the City of Porterville 2030 General Plan Final EIR (certified February 2008, State Clearinghouse #2006011033). This Addendum details any changes in the project, changes in circumstances under which the project is undertaken, and/or "new information of substantial importance" that may cause one or more effects on environmental resources.

The analysis herein substantiates and supports the City's determination that the proposed project is within the scope of the General Plan EIR, does not require subsequent action under *CEQA Guidelines* Section 15162 and, in conjunction with the EIR, adequately analyzes potential environmental impacts.

4 Environmental Effects and Determination

4.1 Environmental Areas Determined to Have New or Substantially More Severe Significant Effects Compared to Those Identified in the Previous EIR

The subject areas checked below were determined to be new significant environmental effects or to be previously identified effects that have a substantial increase in severity either due to a change in project, change in circumstances, or new information of substantial importance, as indicated by the checklist and discussion on the following pages.

■ NONE

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology and Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards and Hazardous Materials |
| <input type="checkbox"/> Hydrology and Water Quality | <input type="checkbox"/> Land Use and Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population and Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities and Service Systems | <input type="checkbox"/> Wildfire | <input type="checkbox"/> Mandatory Findings of Significance |

4.2 Determination

Based on this analysis:

- Substantial changes are proposed in the project or there are substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous EIR due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Or, there is "new information of substantial importance," as that term is used in *CEQA Guidelines* Section 15162(a)(3). Therefore, a SUBSEQUENT or SUPPLEMENTAL EIR is required.

- No substantial changes are proposed in the project and there are no substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous EIR due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Also, there is no "new information of substantial importance" as that term is used in *CEQA Guidelines* Section 15162(a)(3). Therefore, the previously certified EIR is adequate, and this evaluation serves as an ADDENDUM to the 2030 General Plan Final Environmental Impact Report (General Plan FEIR; State Clearinghouse Number 2006011033; certified February 2008).

Signature

Claudia Calderon

Printed Name

7/29/2025

Date

Community Development Director

Title

5 Addendum Evaluation Methodology

5.1 General Plan Consistency

The Housing Element is a component of the 2030 General Plan and is periodically updated pursuant to State law. Therefore, the Project is consistent with the vision of the General Plan and is supported by goals and policies of the other General Plan Elements. The General Plan Elements and policies that correspond with the goals and policies of the Housing Element are summarized below:

- The **Land Use Element** includes goals, objectives, policies, and standards for residential, commercial, industrial, agricultural, and public and institutional development within Porterville. It includes the Land Use Diagram, land use classification system, and buildout of the 2030 General Plan.
- The **Economic Development Element** includes goals, objectives, policies, and standards for diversifying the local economy and increasing the quality and quantity of job opportunities for local residents.
- The **Circulation Element** includes goals, objectives, policies, and standards for establishing a safe and efficient transportation system that provides adequate access throughout the city.
- The **Parks, Schools, and Community Facilities Element** includes goals, objectives, policies, and standards for developing and managing the City’s park and recreational facilities, schools, and community facilities.
- The **Open Space and Conservation Element** includes goals, objectives, policies, and standards for the conservation, development, and use of open space and natural resources within the city.
- The **Public Health and Safety Element** includes goals, objectives, policies, and standards for identifying natural and man-made public health and safety hazards and establishing preventative measures to mitigate their impacts.
- The **Public Utilities Element** includes goals, objectives, policies, and standards for ensuring that public utilities have capacity to serve new development without degrading existing service levels.
- The **Noise Element** includes goals, objectives, policies, and standards for identifying noise sources and establishing preventative and responsive measures to mitigate impacts.
- The **Environmental Justice Element** includes goals, objectives, policies, and standards to promote social equity within the community and ensure that disadvantaged communities are considered throughout land use and long-range planning processes.

Adoption of the Housing Element Update will require the City to amend the 2030 General Plan by replacing the existing Housing Element with the proposed Housing Element Update.

5.2 Preliminary Environmental Constraints

State housing law requires the City to review both governmental and non-governmental constraints to the production and maintenance of housing for all income levels. Since local governmental actions can restrict the development and increase the cost of housing, State law requires the Housing Element to “address and, where appropriate and legally possible, remove governmental constraints to the maintenance, improvement, and development of housing” (Government Code Section 65583[c][3]). Several factors can constrain residential development. These include market constraints, such as

development costs and interest rates, and governmental constraints, which include land use controls, fees, processing times, and development standards, among others. In addition, environmental and infrastructure constraints can also impede residential development. For purposes of the Addendum, only the potential environmental constraints, as they relate to CEQA, were evaluated.

Environmental constraints to residential development typically relate to the presence of sensitive habitat, flooding, topography, and other natural and physical characteristics that can limit the amount of development in an area or increase the cost of development. The Housing Element Update, in and of itself, does not propose specific development projects, but rather puts forth goals, policies, and programs that support housing efforts in Porterville. Future housing development projects would be subject to developmental review to determine potential impacts specific to that project site.

6 Addendum Evaluation

6.1 Introduction

As discussed in Sections 2.8 and 2.9 above, the total buildout for the Housing Element Update would be 4,207 units and the Zoning Code Update would not result in physical changes. That number is consistent with the growth projections of the General Plan and therefore would be within the scope of the General Plan EIR since growth within the city has occurred at a slower rate than was anticipated. Therefore, the amount of growth anticipated and evaluated under the General Plan is applicable to the proposed Project. General Plan EIR findings and analysis of the proposed Project's impacts are included for each appendix G section below.

6.2 Aesthetics

General Plan EIR Findings

Aesthetics are discussed in Section 3.2, *Visual Resources*, of the General Plan EIR. The General Plan EIR determined that the 2030 General Plan would have less than significant impacts related to scenic vistas; scenic resources; substantially degrading existing visual character or quality of public views; and light and glare, with compliance with the Porterville Municipal Code (PMC) and implementation of 2030 General Plan policies.

Addendum Analysis

The Housing Element Update is a policy document that identifies 4,207 housing units located throughout the City that were evaluated previously for potential environmental impacts in the General Plan EIR. The Zoning Code Update would not result in any physical development.

The Housing Element Update does not include specific housing developments but rather establishes goals and policies that support housing efforts in Porterville consistent with the overall vision of the General Plan. Because it is a policy document, the Housing Element Update would not, in and of itself, result in impacts to scenic vistas, scenic resources, or visual character, and will not create new sources of substantial light or glare which could adversely affect views. In addition, the proposed buildout would be within the buildout contemplated in the General Plan EIR. The Zoning Code Update would exempt certain housing projects from further CEQA review, and would prohibit any discretionary review, which could result in some of the City's discretionary development standards or guidelines not being applied to a qualifying project. However, these limitations are already required under State law, so the Zoning Code Update does not result in any new impacts to aesthetics.

All future development would be subject to adopted development guidelines, including standards that govern visual quality and community design. Specifically, future development would be required to comply with 2030 General Plan policies LU-I-3, LU-I-12, LU-I-14, LU-I-15, LU-I-17, LU-I-18, LU-I-20, LU-I-21, LU-I-24, LU-I-25, OSC-I-5, OSC-I-13, OSC-I-27 through OSC-I-29, OSC-I-31, OSC-I-72, OSC-I-74, and PSCF-I-8, which would promote design consistent with the character of the city, preserve scenic views and resources, and reduce unnecessary light and glare.

Conclusion

The Project would neither result in impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the Project and no additional environmental assessment of aesthetics is required.

6.3 Agriculture and Forestry

General Plan EIR Findings

Agriculture and forestry resources are discussed in Section 3.1, *Land Use*, of the General Plan EIR. The General Plan EIR determined that implementation of the 2030 General Plan would result in significant and unavoidable impacts related to conversion of Important Farmland, conversion of agricultural and farmland to non-agricultural uses, and conflicts with existing zoning for agricultural use or a Williamson Act contract, with no feasible mitigation.

Addendum Analysis

The Housing Element Update is a policy document that identifies 4,207 housing units located throughout the City that were evaluated previously for potential environmental impacts in the General Plan EIR. The Zoning Code Update would not result in any physical development.

As outlined under Section 2.6, *Accommodation of the RHNA*, 10 sites in the Site Inventory are located on land currently occupied by agriculture. However, the land is currently zoned for high-density residential uses and the sites are not subject to the Williamson Act. The General Plan policies and actions aim to focus new growth and development at infill locations and to protect open space areas and agricultural lands, including policies LU-I-5, OSC-I-1, OSC-I-2, OSC-I-16 through OSC-I-18, and OSC-I-20. Future development facilitated by the Housing Element Update would be required to adhere to these policies and actions, thereby reducing impacts related to the loss of Prime Farmland, Farmland of Statewide Importance, and Unique Farmland to the furthest extent possible, and would continue to be required with implementation of the proposed Project.

Additionally, because it is a policy document, the Housing Element Update would not directly result in impacts to farmland. The Housing Element Update does not include specific projects involving new housing development but puts forth goals and policies that support housing efforts in City of Porterville consistent with the overall vision of the General Plan. The proposed buildout would be within the buildout contemplated in the General Plan EIR.

Future development facilitated by the Housing Element Update would undergo project-specific environmental review, including design review, and would be subject to adopted development regulations. The proposed Project would implement the 2030 General Plan, thereby resulting in the same agriculture and forestry impacts from new development as evaluated in the certified EIR.

Conclusion

The adoption of the Project does not involve changes to the current adopted land use or zoning designations. The Project would neither result in impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the Housing Element Update and no additional environmental assessment of agriculture and forestry resources is required.

6.4 Air Quality

General Plan EIR Findings

Air quality is discussed in Section 3.4, *Air Quality*, of the General Plan EIR. The General Plan EIR determined that the 2030 General Plan would result in significant and unavoidable impacts related to consistency with Air Quality Management Plans; long-term operational criteria air pollutants; and exposure to substantial pollutant concentrations even with implementation of 2030 General Plan policies. The General Plan EIR found that impacts related to construction criteria air pollutants and odors would be less than significant.

Addendum Analysis

The Housing Element Update is a policy document consistent with the 2030 General Plan. The Housing Element Update includes 4,207 housing opportunity sites located throughout the City that were evaluated previously for potential environmental impacts in the General Plan EIR. Most vacant sites are infill sites where development and infrastructure already exist throughout the area. The Zoning Code Update would not result in any physical development.

The proposed Housing Element Update buildout would be within the buildout contemplated in the General Plan EIR. The Housing Element Update does not include specific projects involving new housing development but puts forth goals and policies that support housing efforts in Porterville consistent with the overall vision of the 2030 General Plan. Because it is a policy document, the Housing Element Update would not directly result in impacts to air quality. Potential air quality-related impacts cannot be assessed in a meaningful way until a project specific analysis is done covering the size of the development which includes construction air quality emissions, project operational emissions and potential vehicle miles traveled. Short-term air quality impacts resulting from construction of the sites, such as dust generated by clearing and grading activities, exhaust emissions from gas- and diesel-powered construction equipment, and vehicular emissions associated with the commuting of construction workers will be subject to San Joaquin Valley Air Pollution Control District (SJVAPCD) rules and protocols. Similarly, operational impacts would be addressed by provisions in the General Plan, the PMC, and other regulations and standards that govern air quality in Porterville.

The 2030 General Plan policies and actions support the reduction of air quality impacts, including policies LU-I-16, C-I-7, OSC-I-33, OSC-I-34, and OSC-I-59 through OSC-I-66, which would minimize operational criteria air pollutant emissions and substantial pollutant concentrations. Future development facilitated by the Housing Element Update would be required to adhere to these policies and actions.

Conclusion

The adoption of the Project would neither result in air quality impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the Project and no additional environmental assessment of air quality is required.

6.5 Biological Resources

General Plan EIR Findings

Biological resources are discussed in Section 3.6, *Biological Resources*, of the General Plan EIR. The General Plan EIR found that the 2030 General Plan would result in significant and unavoidable impacts to special-status species and riparian habitats even with implementation of 2030 General Plan policies.

The General Plan EIR determined that implementation of the 2030 General Plan would have less than significant impacts on movement of fish or wildlife species; wetlands; conflict with local policies or ordinances protecting biological resources such as a tree preservation policy or ordinance; and conflict with adopted plans such as the Recovery Plan for Upland Species of the San Joaquin Valley and the Valley Elderberry Longhorn Beetle Habitat Conservation Plan with implementation of 2030 General Plan policies.

Addendum Analysis

The Housing Element Update is a policy document that identifies 4,207 housing units located throughout the City that were evaluated previously for potential environmental impacts in the General Plan EIR. The 2030 General Plan policies and actions aim to focus new growth and development at infill locations and to protect biological resources, including policies LU-I-3, LU-I-5, LU-I-17, LU-I-23, LU-I-43, C-I-7, OSC-I-3, OSC-I-4, OSC-I-6, OSC-I-11 through OSC-I-13, OSC-I-26 through OSC-I-29, OSC-I-31, OSC-I-33, OSC-I-34 through OSC-I-36, which would reduce impacts related to biological resources.

Furthermore, protection of special status species and habitat is mandated by federal and State laws. Future development would be required to comply with 2030 General Plan policies and PMC requirements related to species and habitat protection and tree preservation.

The Housing Element Update does not include specific projects involving new housing development, but rather establishes goals and policies that support housing efforts in Porterville consistent with the overall vision of the General Plan. Because it is a policy document, the Housing Element Update would not directly result in impacts to biological resources and conservation or habitat management plans. In addition, the proposed buildout would be within the buildout contemplated in the General Plan EIR. The Zoning Code Update would not result in any physical development.

Conclusion

The adoption of Project does not involve changes to the current adopted land use or zoning designations. The adoption of the Project would neither result in biological impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the projects and no additional environmental assessment of biological resources is required.

6.6 Cultural Resources

General Plan EIR Findings

Cultural resources are discussed in Section 3.7, *Cultural Resources*, of the General Plan EIR. The General Plan EIR determined that the 2030 General Plan would result in less than significant impacts to historical resources, archaeological resources, human remains, and paleontological resources with implementation of 2030 General Plan policies.

Addendum Analysis

The Housing Element Update is a policy document consistent with the 2030 General Plan. The Housing Element Update includes 4,207 housing units located throughout the City that were evaluated previously for potential environmental impacts in the General Plan EIR. The Zoning Code Update would not result in any physical development.

While the vacant sites consist of currently undeveloped land, policies and actions from the 2030 General Plan would be protective of potential on-site cultural resources, including policies LU-I-17, LU-I-34, OSC-I-72 through OSC-I-74 from the 2030 General Plan which would reduce impacts related to historical, archaeological, and paleontological resources. Future development facilitated by the Housing Element Update would be required to adhere to these policies and actions. Although known historic resource sites are located throughout Porterville, future development would be evaluated for conformance with the city's General Plan, Municipal Code, and other applicable State and local regulations. Future development would also be required to adhere to Health and Safety Code Section 7050.5, Public Resources Code Section 5097.98, and California Code of Regulations Section 15064.5(e), which would reduce impacts on human remains.

The Housing Element Update does not include specific projects involving new housing development, but rather establishes goals and policies that support housing efforts in Porterville consistent with the overall vision of the 2030 General Plan. Because it is a policy document, the Housing Element Update would not directly result in impacts to cultural resources.

Conclusion

The adoption of the Project does not involve changes to the current adopted land use or zoning designations. The Project would neither result in impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the Housing Element Update and no additional environmental assessment of cultural resources is required.

6.7 Energy

General Plan EIR Findings

Energy is discussed in Section 3.12, *Energy Use and Climate Change*, of the General Plan EIR. The General Plan EIR determined that the significance of impacts related to the substantial increase in energy consumed by residential and non-residential is unknown.

Addendum Analysis

The Housing Element Update is a policy document that identifies 4,207 housing units located throughout the City that were evaluated previously for potential environmental impacts in the General Plan EIR. New projects would be required to adhere to the current California Energy Code and CALGreen standards, which include requirements for the use of more energy-efficient design and technologies as well as the incorporation of more renewable energy resources into building design than the CALGreen standards that were in place during the General Plan EIR analysis. The Zoning Code Update would not result in any physical development.

Although future projects would involve the consumption of non-renewable energy resources such as electricity, natural gas, propane, gasoline, and diesel, they would be required to comply with State and

local regulations pertaining to energy, such as Title 20, Energy Building Regulation, and Title 24, Energy Conservation Standards, of the California Code of Regulations (CCR). The 2030 General Plan policies and actions support reduction of energy use impacts, including policies LU-I-16, and OSC-I-67 through OSC-I-71, which would reduce impacts related to energy. Future development facilitated by the Housing Element Update would be required to adhere to these policies and actions.

The Housing Element Update does not include specific projects involving new housing development but rather establishes goals and policies that support housing efforts in Porterville consistent with the overall vision of the 2030 General Plan. Because it is a policy document, the Housing Element Update would not directly result in impacts to energy resources or adopted plans for renewable or efficient energy use. In addition, the proposed buildout would be within the buildout contemplated in the General Plan EIR.

Conclusion

The adoption of the Project does not involve changes to the current adopted land uses or zoning designations. The Project would neither result in impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the Project and no additional environmental assessment of energy is required.

6.8 Geology and Soils

General Plan EIR Findings

Geology and soils are discussed in Section 3.8, *Geology and Soils*, of the General Plan EIR. The General Plan EIR determined that implementation of the 2030 General Plan would result in less than significant impacts related to rupture of a fault, ground shaking, landslides, soil erosion, subsidence, liquefaction, lateral spreading, settlement and collapse, and expansive soils with implementation of 2030 General Plan policies.

Addendum Analysis

The Housing Element Update is a policy document that identifies 4,207 housing units located throughout the City that were evaluated previously for potential environmental impacts in the General Plan EIR. Most vacant housing opportunity sites are infill sites where development and infrastructure already exist throughout the area.

As discussed in the General Plan EIR, Porterville is susceptible to earthquake-related hazards such as ground shaking and liquefaction; is susceptible to subsidence; contains soil with slight erosion susceptibility; contains expansive soils; does not contain areas susceptible to landslides; and contains sensitive areas for the presence of paleontological resources. Nonetheless, as described in the General Plan EIR, compliance with the California Building Code, existing State and local regulations, and the policies and actions of the 2030 General Plan would ensure impacts related to geology and soils are reduced to a less than significant level. The 2030 General Plan policies OSC-I-15, OSC-I-21 through OSC-I-25, OSC-I-39, OSC-I-48, and PHS-I-1 through PHS-I-6 would reduce impacts related to geology and soils. Future development facilitated by the Housing Element Update would be required to adhere to these policies and actions.

The Housing Element Update does not include specific projects involving new housing development, but rather establishes goals and policies that support housing efforts in Porterville consistent with the

overall vision of the 2030 General Plan. Because it is a policy document, the Housing Element Update would not directly result in impacts to geology and soils. In addition, the proposed buildout would be within the buildout contemplated in the General Plan EIR. The Zoning Code Update would not result in any physical development.

Conclusion

The adoption of the Project does not involve changes to the current adopted land use or zoning designations. The adoption of the Project would neither result in geology and soils impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the proposed Project and no additional environmental assessment of geology and soils is required.

6.9 Greenhouse Gas Emissions

General Plan EIR Findings

Greenhouse gas emissions are discussed in Section 3.12, *Energy Use and Climate Change*, of the General Plan EIR. The General Plan EIR found that the 2030 General Plan would result in a substantial increase in total vehicle miles traveled (VMT) and would result in a substantial increase in greenhouse gas emissions, though the level of significance was unknown.

Addendum Analysis

The 2030 General Plan goals and policies support reduction of greenhouse gas emissions impacts. Policies and actions in the 2030 2030 General Plan included as mitigation in the General Plan EIR are implemented to help reduce impacts to the greatest extent possible. Future development facilitated by the Housing Element Update would be required to adhere to these policies and actions. The Zoning Code Update would not result in any physical development.

The Housing Element Update is a policy document consistent with the 2030 General Plan. The Housing Element Update includes 4,207 housing units located throughout the City that were evaluated previously for potential environmental impacts in the General Plan EIR. Most vacant sites are infill sites where development and infrastructure already exist throughout the area.

Potential greenhouse gas emission impacts cannot be assessed in a meaningful way until a project-specific analysis that takes into account factors including the size of the development, construction greenhouse gas emissions, project operational emissions, and potential vehicle miles traveled is conducted.

Because it is a policy document, the Housing Element Update would not directly result in impacts to greenhouse gas emissions or adopted plans for the purpose of reducing greenhouse gases. In addition, the proposed buildout would be within the buildout contemplated in the General Plan EIR. Future development consistent with the Housing Element Update would be required to adhere to applicable climate and greenhouse gas emissions regulations including consistency with SB 32, AB 32, SB 97, and SB 375. Future development would also be required to comply with policies LU-I-2, LU-I-5, LU-I-15, LU-I-16, LU-I-20, C-I-3, C-I-10, C-I-15, C-I-16, OSC-I-63, OSC-I-65, and OSC-I-67 through OSC-I-71 of the 2030 General Plan, which would reduce impacts related to greenhouse gas emissions.

Conclusion

The adoption of the Project would neither result in greenhouse gas emissions impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the proposed Project and no additional environmental assessment of GHG emissions is required.

6.10 Hazards and Hazardous Materials

General Plan EIR Findings

Hazards and hazardous materials are discussed in Section 3.9, *Hazardous Materials and Safety*, of the General Plan EIR. The General Plan EIR determined that implementation of the 2030 General Plan would result in less than significant impacts related to the use, transportation, and disposal of hazardous materials; release of hazardous materials in the environment; handle of hazardous materials near existing and proposed schools; location of sites on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5; interference with an airport land use plan or creation of airport-related safety hazards; and interference with an adopted emergency response plan or emergency evacuation plan.

Addendum Analysis

The 2030 General Plan goals and policies support reduction of hazards and hazardous materials impacts. Policies and actions in the 2030 General Plan are implemented to help reduce impacts to the greatest extent possible. Future development facilitated by the Housing Element Update would be required to adhere to these policies and actions. The Zoning Code Update would not result in any physical development.

The Housing Element Update is a policy document consistent with the 2030 General Plan. The Housing Element Update includes 4,207 housing units located throughout the City that were evaluated previously for potential environmental impacts in the General Plan EIR. Most vacant sites are infill sites where development and infrastructure already exist throughout the area.

The City requires new projects to analyze potential site-specific hazardous waste impacts pursuant to State regulations. The Housing Element Update does not include specific projects involving new housing development but rather establishes goals and policies that support housing efforts in Porterville consistent with the overall vision of the 2030 General Plan. Because it is a policy document, the Housing Element Update would not directly result in impacts to hazards or hazardous materials. In addition, the proposed buildout would be within the buildout contemplated in the General Plan EIR. All future development consistent with the Housing Element Update would be required to comply with applicable 2030 General Plan policies and guidelines regarding hazards and hazardous materials including PHS-I-17 through PHS-I-23, PHS-I-29 through PHS-I-32, C-I-3, C-I-28, C-I-35, LU-I-13, LU-I-25, N-I-9, and N-I-10, which would reduce impacts related to hazards and hazardous materials.

Conclusion

The adoption of the Project does not involve changes to the current adopted land uses or zoning designations. The Project would neither result in impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the Project and no additional environmental assessment of hazards and hazardous materials is required.

6.11 Hydrology and Water Quality

General Plan EIR Findings

Hydrology and water quality are discussed in Section 3.10, *Hydrology and Water Resources*, of the General Plan EIR. The General Plan EIR determined that the 2030 General Plan would have less than significant impacts related to substantially degrading surface or groundwater quality; decrease of groundwater supplies and interference with groundwater recharge; and substantially alter the existing drainage pattern of a site or area resulting in substantial erosion or siltation, flooding, exceedance of stormwater drainage systems, or redirection of flood flows.

Addendum Analysis

The 2030 General Plan goals and policies support reduction of hydrology and water quality impacts. Policies and actions in the 2030 General Plan are implemented to help reduce impacts to the greatest extent possible. Future development facilitated by the Housing Element Update would be required to adhere to these policies and actions. The Zoning Code Update would not result in any physical development.

The Housing Element Update is a policy document consistent with the 2030 General Plan. The Housing Element Update includes 4,207 housing units located throughout the City that were evaluated previously for potential environmental impacts in the General Plan EIR. Most vacant sites are infill sites where development and infrastructure already exist throughout the area.

The Housing Element Update does not include specific projects involving new housing development but rather establishes goals and policies that support housing efforts in Porterville consistent with the overall vision of the 2030 General Plan. Because it is a policy document, the Housing Element Update would not directly result in impacts to hydrology or water quality. In addition, the proposed buildout would be within the buildout contemplated in the General Plan EIR. Since 60 of the sites are currently vacant, future projects would increase impervious surfaces on the sites which would increase the rate and amount of surface runoff. Nonetheless, all future development consistent with the Housing Element Update would be required to comply with applicable State and local regulations related to hydrology and water quality including 2030 General Plan policies OSC-I-12, OSC-I-37 through OSC-I-57, and PU-I-6, which would reduce impacts related to hydrology and water quality.

Conclusion

The adoption of the Project does not involve changes to the current adopted land uses or zoning designations. The Project would neither result in impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the Project and no additional environmental assessment of hydrology and water quality is required.

6.12 Land Use and Planning

General Plan EIR Findings

Land use and planning are discussed in Section 3.1, *Land Use*, of the General Plan EIR. The General Plan EIR determined that implementation of the 2030 General Plan would result in less than significant

impacts related to physically dividing an established community; and conflicting with a land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect.

Addendum Analysis

The 2030 General Plan goals and policies support reduction of impacts due to land use and planning. However, no formal land use changes or physical development are proposed at the time of adoption of the Housing Element. Future development facilitated by the Housing Element Update would be required to adhere to these policies and actions. The Zoning Code Update would not result in any physical development.

The Housing Element Update is a policy document consistent with the 2030 General Plan. The Housing Element Update includes 4,207 housing units located throughout the City that were evaluated previously for potential environmental impacts in the General Plan EIR. Most vacant sites are infill sites where development and infrastructure already exist throughout the area.

The Housing Element Update does not include specific projects involving new housing development but rather establishes goals and policies that support housing efforts in Porterville consistent with the overall vision of the 2030 General Plan. Because it is a policy document, the Housing Element Update would not directly result in impacts due to land use or planning. In addition, the proposed buildout would be within the buildout contemplated in the General Plan EIR.

Conclusion

The adoption of the Project would neither result in land use and planning impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the proposed Project and no additional environmental assessment of land use and planning is required.

6.13 Mineral Resources

General Plan EIR Findings

The General Plan EIR discusses mineral resources in Section 3.8, *Geology, Soils, and Seismicity*. The General Plan EIR found that impacts related to mineral resources would be less than significant.

Addendum Analysis

The Housing Element Update is a policy document consistent with the 2030 General Plan. The Housing Element Update includes 4,207 housing units located throughout the City that were evaluated previously for potential environmental impacts in the General Plan EIR. Similar to what was analyzed in the General Plan EIR, buildout of the Housing Element Update would not affect mineral resources. The Zoning Code Update would not result in any physical development.

The Housing Element Update does not include specific projects involving new housing development but rather establishes goals and policies that support housing efforts in Porterville consistent with the overall vision of the 2030 General Plan. Because it is a policy document, the Housing Element Update would not directly result in impacts due to mineral resources. In addition, the proposed buildout would be within the buildout contemplated in the General Plan EIR. All future development consistent with the

Housing Element Update would be required to comply with applicable regulations and requirements related to mineral resources, including 2030 General Plan policies OSC-I-22 and OSC-I-24, which would reduce impacts on mineral resources.

Conclusion

The adoption of the Project would not involve changes to mineral resource recovery sites or alter or displace any mineral resource activities. The proposed Project would neither result in mineral resource impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the proposed Project and no additional environmental assessment of mineral resources is required.

6.14 Noise

General Plan EIR Findings

Noise is discussed in Section 3.5, *Noise*, of the General Plan EIR. The General Plan EIR determined that impacts related to operational noise would be significant and unavoidable even with implementation of 2030 General Plan policies. The General Plan EIR found that construction noise and vibration as well as airport noise would be less than significant.

Addendum Analysis

The 2030 General Plan goals and policies support reduction of noise-related impacts. Policies and actions in the 2030 General Plan included as mitigation in the General Plan EIR are implemented to help reduce noise-related impacts to the greatest extent possible. Future development facilitated by the Housing Element Update would be required to adhere to these policies and actions. The Zoning Code Update would not result in any physical development.

The Housing Element Update is a policy document consistent with the 2030 General Plan. The Housing Element Update includes 4,207 housing units located throughout the City that were evaluated previously for potential environmental impacts in the General Plan EIR. Most vacant sites are infill sites where development and infrastructure already exist throughout the area.

Potential noise impacts for projects requiring discretionary approval cannot be assessed in a meaningful way until a project specific analysis, if required, is performed for that development addressing construction noise, project operational noise, and traffic-related noise.

The Housing Element Update does not include specific projects involving new housing development but rather establishes goals and policies that support housing efforts in Porterville consistent with the overall vision of the 2030 General Plan. Because it is a policy document, the Housing Element Update would not directly result in noise-related impacts. In addition, the proposed buildout would be within the buildout contemplated in the General Plan EIR. All future development consistent with the Housing Element Update would be required to comply with all relevant policies and guidelines regarding noise including policies and actions from the 2030 General Plan such as policies N-I-1 through N-I-7 through N-I-9, LU-I-25, LU-I-32, and C-I-35, which would reduce impacts related to construction and operational noise and vibration.

Conclusion

The adoption of the Project does not involve changes to the current adopted land uses or zoning designations. The Project would neither result in impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the Project and no additional environmental assessment of noise is required.

6.15 Population and Housing

General Plan EIR Findings

Population and housing are discussed in Section 3.1, *Land Use*, and Section 5.3, *Growth-Inducing Impacts*, of the General Plan EIR. The General Plan EIR determined that implementation of the 2030 General Plan would result in less than significant impacts related to the displacement of substantial numbers of existing people or housing necessitating the construction of replacement housing elsewhere. The General Plan EIR found that indirect population growth could occur, but is difficult to assess.

Addendum Analysis

The Housing Element Update would be consistent with State requirements for the RHNA to plan adequately to meet existing and projected housing needs for all economic segments of the community and is part of the process of planning for growth and thus would not constitute substantial unplanned population growth. The Zoning Code Update would not result in any physical development.

The Housing Element Update is a policy document consistent with the 2030 General Plan. The Housing Element Update includes 4,207 housing units located throughout the City that were evaluated previously for potential environmental impacts in the General Plan EIR. The Housing Element Update itself is part of the process of planning for future growth, and the Housing Element and Sites Inventory have been designed to meet the City's RHNA. In addition, the proposed buildout would be within the buildout contemplated in the General Plan EIR.

The Housing Element Update does not include specific projects involving new housing development but rather establishes goals and policies that support housing efforts in Porterville consistent with the overall vision of the 2030 General Plan. All future development would be required to comply with applicable guidelines and regulations including policies and actions outlined in Sections 1, *Aesthetics*, through 13, *Noise*, and 15, *Public Services*, through 20, *Wildfire*, of this Addendum, which would reduce impacts related to land use and planning.

Conclusion

The adoption of the Project does not involve changes to the current adopted land uses or zoning designations. The Project would neither result in impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the Project and no additional environmental assessment of population and housing is required.

6.16 Public Services

General Plan EIR Findings

Public services and recreation are discussed in Section 3.11, *Public Utilities and Services*, of the General Plan EIR. The General Plan EIR determined that impacts related to fire protection services, police services, schools, and libraries would be less than significant and the construction of new or physically altered public service facilities would not be required.

Addendum Analysis

The 2030 General Plan goals and policies support reduction of impacts to public services and recreation facilities. Policies and actions in the 2030 General Plan are implemented to help reduce impacts to the greatest extent possible. Future development facilitated by the Housing Element Update would be required to adhere to these policies and actions. The Zoning Code Update would not result in any physical development.

The Housing Element Update is a policy document consistent with the 2030 General Plan. The Housing Element Update includes 4,207 housing units located throughout the City that were evaluated previously for potential environmental impacts in the General Plan EIR. Most vacant sites are infill sites where development and infrastructure already exist throughout the area.

The Housing Element Update does not include specific projects involving new housing development but rather establishes goals and policies that support housing efforts in Porterville consistent with the overall vision of the 2030 General Plan. Because it is a policy document, the Housing Element Update would not directly result in impacts to public services. In addition, the proposed buildout would be within the buildout contemplated in the General Plan EIR. All future development consistent with the Housing Element Update would be required to comply with applicable regulations and requirements related to public services including policies and actions from the 2030 General Plan such as policies PSCF-I-19 through PSCF-I-21, and PHS-I-24 through PHS-I-28, which would reduce impacts related to public services.

Conclusion

The adoption of the Project does not involve changes to the current adopted land uses or zoning designations. The Project would neither result in impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the Project and no additional environmental assessment of public services and recreation is required.

6.17 Recreation

General Plan EIR Findings

Public services and recreation are discussed in Section 3.3, *Parks and Open Space*, of the General Plan EIR. The General Plan EIR determined that impacts on parks and recreational facilities would be less than significant.

Addendum Analysis

The 2030 General Plan goals and policies support reduction of impacts to parks and recreation facilities. Policies and actions in the 2030 General Plan included as mitigation in the General Plan EIR are implemented to help reduce impacts to the greatest extent possible. Future development facilitated by the Housing Element Update would be required to adhere to these policies and actions. The Zoning Code Update would not result in any physical development.

The Housing Element Update is a policy document consistent with the 2030 General Plan. The Housing Element Update includes 4,207 housing units located throughout the City that were evaluated previously for potential environmental impacts in the General Plan EIR. Most vacant sites are infill sites where development and infrastructure already exist throughout the area.

The Housing Element Update does not include specific projects involving new housing development but rather establishes goals and policies that support housing efforts in Porterville consistent with the overall vision of the General Plan. Because it is a policy document, the Housing Element Update would not directly result in impacts to recreation facilities. In addition, the proposed buildout would be within the buildout contemplated in the General Plan EIR. All future development consistent with the Housing Element Update would be required to comply with applicable regulations and requirements related to recreation including policies PSCF-I-1 through PSCF-I-4, PSCF-I-6 through PSCF-I-10, and PSCF-I-12 through PSCF-I-18 from the 2030 General Plan, which would reduce impacts related to parks and recreational facilities.

Conclusion

The adoption of the Project does not involve changes to the current adopted land uses or zoning designations. The Project would neither result in impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the Project and no additional environmental assessment of recreation is required.

6.18 Transportation

General Plan EIR Findings

Transportation is discussed in Section 3.13, *Transportation*, of the General Plan EIR. The General Plan EIR found that the 2030 General Plan would result in less than significant impacts on increased traffic congestion on State highways; increased traffic congestion on local roadways; construction of new roads and widening existing roads; increased demand for public transit services; pedestrian and bicycle circulation; and emergency access.

Addendum Analysis

The 2030 General Plan goals and policies support reduction of impacts to transportation and traffic. Policies and actions in the 2030 General Plan included as mitigation in the General Plan EIR are implemented to help reduce impacts to the greatest extent possible. Future development facilitated by the Housing Element Update would be required to adhere to these policies and actions. The Zoning Code Update would not result in any physical development.

The Housing Element Update is a policy document consistent with the 2030 General Plan. The Housing Element Update includes 4,207 housing units located throughout the City that were evaluated

previously for potential environmental impacts in the General Plan EIR. Most vacant sites are infill sites where development and infrastructure already exist throughout the area.

By supporting infill such as ADUs and development of denser multi-family residential units, the Housing Element Update would encourage development in areas near services and jobs, which would reduce future residents' reliance on single-occupancy vehicles, thereby reducing VMT.

The Housing Element Update does not include specific projects involving new housing development but rather establishes goals and policies that support housing efforts in Porterville consistent with the overall vision of the General Plan. Because it is a policy document, the Housing Element Update would not directly result in impacts to transportation. In addition, the proposed buildout would be within the buildout contemplated in the General Plan EIR.

All future development consistent with the Housing Element Update would be required to comply with applicable regulations and requirements related to transportation including policies C-I-1 through C-I-3, C-I-5 through C-I-24, OSC-I-21 through OSC-I-23, OSC-I-39, OSC-I-61, and PHS-I-6, from the 2030 General Plan, which would reduce impacts related to transportation.

Conclusion

The adoption of the Project would neither result in transportation impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the Project and no additional environmental assessment of transportation is required.

6.19 Tribal Cultural Resources

General Plan EIR Findings

Tribal cultural resources are discussed in Section 3.7, *Cultural Resources*, of the General Plan EIR. The General Plan EIR determined that impacts related to tribal cultural resources were determined to be less than significant.

Addendum Analysis

In accordance with the requirements of SB 18, the City requested a tribal contact list from the California Native America Heritage Commission (NAHC) on August 20, 2024. NAHC responded to the City's request on August 23, 2024, providing a list of 32 contacts from 20 Native American tribal organizations that should be invited to consult with the City.

On October 10, 2024, The City sent letters inviting Big Pine Paiute Tribe of the Owens Valley, Big Sandy Rancheria of Western Mono Indians, Bishop Paiute Tribe, Cold Springs Rancheria of Mono Indians of California, Death Valley Timbi-sha Shoshone Tribe, Dumna Wo-Wah Tribal Government, Dunlap Band of Mono Indians, Fort Independence Indian Community of Paiutes, Kern Valley Indian Community, Kitanemuk & Yowlumne Tejon Indians, Lone Pine Paiute-Shoshone Tribe, Mono Lake Kutzadika Tribe, North Fork Mono Tribe, Santa Rosa Rancheria Tachi Yokut Tribe, Table Mountain Rancheria, Traditional Choinumni Tribe, Tubatulabals of Kern Valley, Tule River Indian Tribe, Utu Utu Gwaitu Tribe of the Benton Paiute Reservation, and the Wuksachi Indian Tribe/Eshom Valley Band to consult with the City under the provisions SB 18. The invitations advised the tribes that if consultation was desired, then they must formally accept the invitation in writing within 90 days of receipt of the City's letter pursuant to SB 18. No responses or requests for consultation were received.

The 2030 General Plan goals and policies support reduction of impacts to tribal cultural resources. Policies and actions in the 2030 General Plan included as mitigation in the General Plan EIR are implemented to help reduce impacts to the greatest extent possible. These policies and actions would be required with implementation of the Housing Element Update.

The Housing Element Update does not include specific projects involving new housing development but rather establishes goals and policies that support housing efforts in Porterville consistent with the overall vision of the 2030 General Plan. Because it is a policy document, the Housing Element Update would not directly result in impacts to tribal cultural resources. The Zoning Code Update would not result in any physical development.

All future development consistent with the Housing Element Update and Zoning Code Update must comply with 2030 General Plan policies and programs that would minimize impacts to tribal and cultural resources and must comply with all applicable regulations regarding tribal cultural resources and policies LU-I-17, LU-I-34, and OSC-I-72 through OSC-I-74 from the 2030 General Plan.

Conclusion

The adoption of the Project does not involve changes to the current adopted land uses or zoning designations. The Project would neither result in impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the Project and no additional environmental assessment of tribal cultural resources is required.

6.20 Utilities and Service Systems

General Plan EIR Findings

Utilities and service systems are discussed in Section 3.10, *Hydrology and Water Resources*, and Section 3.11, *Public Utilities and Services*, of the General Plan EIR. The General Plan EIR found that the 2030 General Plan would not require or result in the relocation or construction of new or expanded water, wastewater, stormwater, electrical, natural gas, or telecommunications facilities; would have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry, and multiple dry years; would have adequate wastewater treatment capacity; and would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure. Impacts to utilities and service systems were found to be less than significant.

Addendum Analysis

The 2030 General Plan goals and policies support reduction of impacts to utilities and service systems. Policies and actions in the 2030 General Plan included as mitigation in the General Plan EIR are implemented to help reduce impacts to utilities and service system to the greatest extent possible. Future development facilitated by the Housing Element Update would be required to adhere to these policies and actions. The Zoning Code Update would not result in any physical development.

The Housing Element Update is a policy document consistent with the 2030 General Plan. The Housing Element Update includes 4,207 housing units located throughout the City that were evaluated previously for potential environmental impacts in the General Plan EIR. Most vacant sites are infill sites where development and infrastructure already exist throughout the area.

The Housing Element Update does not include specific projects involving new housing development but rather establishes goals and policies that support housing efforts in Porterville consistent with the overall vision of the 2030 General Plan. Because it is a policy document, the Housing Element Update would not directly result in impacts to utilities and service systems. In addition, the proposed buildout would be within the buildout contemplated in the General Plan EIR. All future development consistent with the Housing Element Update would be subject to adopted development guidelines and other regulatory requirements concerning water, wastewater, storm drains, solid waste, and other infrastructure; water supply; and wastewater treatment systems including policies and actions from the 2030 General Plan such as policies PU-I-1 through PU-I-19, PU-I-20 through PU-I-26, OSC-I-55, OSC-I-58, and PHS-I-7 through PHS-I-12, which would reduce impacts related to utilities and service systems.

Conclusion

The adoption of the Project does not involve changes to the current adopted land uses or zoning designations. The Project would neither result in impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the Project and no additional environmental assessment of utilities and service systems is required.

6.21 Wildfire

General Plan EIR Findings

Wildfire is discussed in Section 3.9, *Hazardous Materials and Safety*, of the General Plan EIR. The General Plan EIR found that impacts related to wildfire would be less than significant.

Addendum Analysis

The 2030 General Plan goals and policies support reduction of impacts to wildfire. Policies and actions in the 2030 General Plan included as mitigation in the General Plan EIR are implemented to help reduce impacts to the greatest extent possible. Future development facilitated by the Housing Element Update would be required to adhere to these policies and actions. The Zoning Code Update would not result in any physical development.

The Housing Element Update is a policy document consistent with the 2030 General Plan. The Housing Element Update includes 4,207 housing units located throughout the City that were evaluated previously for potential environmental impacts in the General Plan EIR. Most vacant sites are infill sites where development and infrastructure already exist throughout the area.

The Housing Element Update does not include specific projects involving new housing development but rather establishes goals and policies that support housing efforts in Porterville consistent with the overall vision of the General Plan. Because it is a policy document, the Housing Element Update would not directly result in impacts to wildfire. As discussed in the General Plan EIR, although land located in the northeast portion of the city near Lake Success is a high fire hazard severity zone (HFHSZ) or a very high fire hazard severity zone (VHFHSZ), and 48 percent of the city is considered to have moderate fire hazard, future development would be required to pay fair share costs for new fire stations and equipment, and would be required to be designed to ensure adequate access for emergency vehicles and equipment. Future development consistent with the Housing Element Update would be required to comply with applicable regulations and requirements related to wildfire, such as policies PHS-I-13

through PHS-I-16, PHS-I-24, PHS-I-25, PHS-I-27, and PHS-I-28 from the 2030 General Plan, which would reduce impacts related to wildfire.

Conclusion

The adoption of the Project does not involve changes to the current adopted land uses or zoning designations. The Project would neither result in impacts beyond those addressed or analyzed in the General Plan EIR nor present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the Project and no additional environmental assessment of wildfire is required.

7 Cumulative Impacts

In addition to the specific impacts of individual projects, CEQA requires consideration of potential cumulative impacts of the proposed Project. CEQA defines “cumulative impacts” as two or more individual impacts that, when considered together, are substantial or will compound other environmental impacts. Cumulative impacts are the combined changes in the environment that result from the incremental impact of development of the proposed Project and other past, present, and probable future projects producing related or cumulative impacts. For example, noise impacts of two nearby projects may be less than significant when analyzed separately but could have a significant impact when analyzed together. The cumulative impact analysis provides a reasonable forecast of future environmental conditions and can more accurately gauge the effects of a series of projects.

CEQA Guidelines Section 15130 requires cumulative impact analysis in EIRs to consider either a list of planned and pending projects that may contribute to cumulative effects or a summary of projections contained in an adopted planning document such as a general plan.

7.1 General Plan EIR Findings

Cumulative impacts of the General Plan were considered based on the geographic areas immediately surrounding the proposed Project area. The cumulative analysis considered development allowed by existing general plan documents for adjacent jurisdictions. The General Plan EIR determined that impacts to agricultural and forestry resources would be less than cumulatively considerable. Impacts to land use and planning, transportation, noise, geology and soils, hydrology and water quality, aesthetic resources, and recreation would be significant, unavoidable, and cumulatively considerable.

7.2 Addendum Analysis

Since certification of the 2008 General Plan EIR, there has been new development proposed within the city that was not considered as part of the General Plan EIR. However, there are no new substantial cumulative projects in the city or adjacent jurisdictions that were not previously considered in the 2023 General Plan EIR cumulative impact analysis. This is because the scale and nature of the new development is consistent with the growth projections and land use patterns already analyzed in the 2023 EIR, ensuring that no new cumulative impacts would arise.

The cumulative conditions described in the General Plan EIR have not substantially changed; therefore, the cumulative setting in the General Plan EIR remains the same for the purposes of this analysis. The proposed Project would not result in new impacts compared to the General Plan EIR as analyzed in this Addendum. The Project would not modify the physical development area of the city. Therefore, no new or additional cumulatively considerable contributions to a significant cumulative impact would occur as a result of the Project.

7.3 Conclusion

The proposed Project would not result in new or more severe cumulatively considerable impacts than were identified in the General Plan EIR. No new or substantially more severe significant cumulative effects would occur, and no new mitigation measures are required. No substantial changes have

occurred that require major revisions to the General Plan EIR. There is no new information indicating that the proposed Project would have new significant impacts or substantially more severe significant impacts with respect to cumulative impacts than were identified in the General Plan EIR. None of the conditions listed in *CEQA Guidelines* Section 15162 requiring preparation of a subsequent EIR have been met.

8 Conclusion

The City of Porterville, acting as the lead agency, has determined that an addendum to the General Plan EIR is the appropriate environmental document under CEQA because the proposed Project would not require revisions to the certified General Plan EIR resulting from the involvement of new significant environmental effects or substantial increases in the severity of significant effects previously identified in the General Plan EIR.

There are no changed circumstances or new information that meet the standards requiring further environmental review under *CEQA Guidelines* Section 15162. Thus, these circumstances and information would not result in new or more severe impacts beyond what were addressed in the General Plan EIR and would not meet any other standards under *CEQA Guidelines* Section 15162(a)(3). No additional analysis is required based on the discussions throughout this addendum. The proposed Housing Element Update would not involve development in areas not assumed for development in the General Plan EIR, nor would it result in population growth and density beyond what was analyzed in the General Plan EIR or anticipated as part of the RHNA process. The Project would not result in significant or substantially more severe impacts that were not discussed in the General Plan EIR. Also, there are no previously identified significant effects which, as a result of substantial new information that was not known at the time of the previous environmental review, would be substantially more severe than discussed in the General Plan EIR. Accordingly, no additional CEQA review is required.

CEQA Guidelines Section 15164 states that “[t]he lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in *CEQA Guidelines* Section 15162 calling for preparation of a subsequent EIR have occurred.” An addendum is therefore appropriate because, as explained above, none of the conditions calling for preparation of a subsequent EIR have occurred.

9 References

9.1 Bibliography

California Department of Finance (DOF). 2024. E-5 Population and Housing Estimates for Cities, Counties, and the State, 2020-2024. <https://dof.ca.gov/Forecasting/Demographics/Estimates/e-5-population-and-housing-estimates-for-cities-counties-and-the-state-2020-2024/>

Porterville, City of. 2008a. 2030 General Plan. https://www.ci.porterville.ca.us/departments/community_development/general_plan_update.php#outer-222sub-223

_____. 2008b. Porterville 2030 General Plan Draft EIR. February 2008. SCH #2006011033.

_____. 2024. Porterville 2023-2031 Housing Element Update.

9.2 List of Preparers

Rincon Consultants, Inc. prepared this Addendum under contract to the City of Porterville. Persons involved in data gathering analysis, project management, and quality control are listed below.

Rincon Consultants, Inc.

Matthew Maddox, AICP, Principal

Nina Bellucci, Senior Planner

Aileen Mahoney, Senior Planner/Project Manager

Kay Real, Planner

Nichole Yee, Environmental Planner

Michael Huang, Environmental Planner

RESOLUTION NO. _____-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING THE 2030 PORTERVILLE GENERAL PLAN BY ADOPTION OF THE 6th CYCLE HOUSING ELEMENT

WHEREAS: the Housing Element is a component of the City's General Plan, and contains the City's goals, policies, and strategic plan for addressing the most critical housing needs in the community over the next eight years. The Housing Element is designed to provide the City with a coordinated and comprehensive strategy for promoting the production of safe, decent, and affordable housing within the community; and

WHEREAS: at the meeting of January 20, 2026, the City Council of the City of Porterville held a public hearing, which was duly noticed in the Porterville Recorder on December 26, 2025, and public comment was heard and considered in regards to the adoption of the draft 6th Cycle Housing Element; and

WHEREAS: the 6th Cycle Housing Element will implement housing related goals, objectives, and policies from the date of its adoption through December 31, 2031; and

WHEREAS: the City Council made the following findings relative to the 6th Cycle Housing Element:

1. That the 6th Cycle Housing Element complies with all relevant statutory requirements as identified in Article 10.6 of the California Government Code, including but not limited to: quantifying projected housing needs; evaluation of the effectiveness of the 5th Cycle Housing Element; evaluation of the appropriateness of goals, objectives, and policies; describing the public participation process; assessing housing needs and analyzing an inventory of resources and constraints; establishing programs to achieve the identified goals; and quantifying objectives for the construction, rehabilitation, and conservation of housing.
2. That the 6th Cycle Housing Element has completed a Regional Housing Needs Allocation Process, which includes quantification of the City's existing and projected housing needs for all income levels.
3. That the 6th Cycle Housing Element is consistent with other general plan elements and community goals. This includes the Safety Element and Environmental Justice Element (updated in September 2024) and the Land Use Element (updated in December 2024).
4. That the public and other agencies were invited to participate in the process of updating the 6th Cycle Housing Element. In person workshop meeting was held on May 23, 2023. A series of virtual stakeholder meetings were held on March 21, March 23, and April 4, 2023, via Zoom. In addition to these meetings, City staff presented at a City Council meeting that was open to the public on March 7, 2023 and on January 20, 2026. Furthermore, public comment housing surveys were provided at various community events, and available on line on the project's website for those interested

in making their voice heard. Staff reached out, posting of flyers, and presentations to community groups.

WHEREAS: the Environmental Coordinator, made a determination on the basis of substantial evidence that there is no possibility that the adoption of the 6th Cycle Housing Element could have a significant effect on the environment and is therefore exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Porterville that the 2030 Porterville General Plan is hereby amended by adoption of the 6th Cycle Housing Element, which is incorporated hereto as Exhibit A.

PASSED, APPROVED, AND ADOPTED this 20th day of January, 2026.

Greg Meister, Mayor

ATTEST:

Richard Tree, City Clerk

By: _____

Fernando Gabriel-Moraga, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JANUARY 20, 2026

SUBJECT: Authorization to Continue Operations of the Porterville Armory Emergency Shelter

SOURCE: City Manager's Office

COMMENT: The Porterville Armory has served as an emergency shelter since the 2023 flood disaster, providing temporary housing and basic services for displaced individuals and families. During the Fiscal Year 2025/2026 budget process, the City Council approved a General Fund allocation of \$382,734 to support Armory shelter operations during the City's transition away from Armory-based sheltering.

At the City Council meeting of December 16, 2025, staff provided an informational update regarding the anticipated closure of the Emergency Shelter in mid-January 2026, consistent with Council direction. Following the discussion, the City Council requested that the closure of the facility be postponed and brought back for further consideration at the next meeting.

Following further review, staff anticipates that the full amount of the approved funding will be fully expended by the end of February 2026. As a result, additional funding would be required for any ongoing shelter operations beyond that time.

If authorized, staff will coordinate with the Navigation Center and other service providers to implement an orderly closure of the Emergency Shelter, facilitate service referrals, and minimize disruption for individuals currently utilizing the facility.

RECOMMENDATION: That the City Council:

1. Authorize the continuation of the Porterville Armory Emergency Shelter through February 2026; and
2. Direct staff to coordinate the closure of the Emergency Shelter with the Navigation Center.

ATTACHMENTS: 1. Staff Report - December 16, 2025

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

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



CITY COUNCIL AGENDA – DECEMBER 16, 2025

SUBJECT: 1. Update on Closure of the Porterville Armory Emergency Shelter and Transitional Housing Funding Challenges

SOURCE: Community Development

COMMENT: The Porterville Armory has served as an emergency shelter since the 2023 flood disaster, providing temporary housing and basic services for displaced individuals and families. During the Fiscal Year 2025/2026 budget process, the City Council approved the remaining one-time General Fund allocation of \$367,398 to continue Armory shelter operations into the current fiscal year. This funding was intended to support a limited operational period while the City transitioned away from Armory-based sheltering.

Based on this funding plan, the Armory is scheduled to close as an emergency shelter in mid-January 2026. This timeline aligns with available resources and the need to return the facility to its primary intended use.

In preparation for the closure, staff evaluated opportunities to secure outside funding to extend Armory operations beyond the current fiscal year. This included reviewing eligibility criteria for Behavioral Health Bridge Housing (BHBH) funding and consulting with county staff familiar with the program. After assessing the program requirements, it was determined that the Armory was not an appropriate or cost-effective candidate due to its temporary layout, the lack of designated year-round beds, and the substantial capital and operational investment needed to convert the building into a compliant bridge housing facility. For these reasons, the City was unable to identify any feasible or sustainable external funding source to continue Armory operations beyond the budgeted period.

As the closure approaches, the City is transitioning individuals through the Family Reunification Program, which helps eligible individuals reconnect with confirmed family support systems. This approach reduces reliance on temporary congregate shelter while promoting long-term stability for individuals who can be safely reunified.

In addition to local shelter operations, recent federal housing developments are creating challenges for regional service providers operating Housing First Permanent Supportive Housing (PSH) programs. Communication from local housing partners indicates that this year's federal funding competition may not recommend Porterville-based PSH programs for renewal, despite these

programs supporting residents with disabilities who are at risk of returning to homelessness if funding is reduced. At the same time, federal guidance is encouraging applicants to shift from PSH to Transitional Housing (TH), a model that requires structured programming, mandatory participation in service and work-related activities, contrasting with previous approaches and partnerships with recovery and faith-based services.

These TH program requirements do not align with Housing First principles used by the City and limit the City's ability to provide matching or supplemental funding. Local providers also face limited time and resources to redesign their existing PSH programs into TH programs. If funding is not secured, Porterville residents may experience reduced access to supportive housing options at the same time as the Armory shelter is closing.

Staff will continue monitoring regional developments and coordinating with local service agencies and Tulare County to support individuals affected by these changes.

RECOMMENDATION: This report is informational.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

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



SUBJECT: Direction to Proceed with Selected City Charter Amendments

SOURCE: City Manager's Office

COMMENT: On October 7, 2025, the City Council reviewed a comprehensive list of proposed amendments to the Porterville City Charter compiled by the Charter Review Committee (CRC). The proposed amendments were originally submitted by individual City Council members and organized into ballot-ready concepts for Council consideration.

Following review and discussion, the City Council provided direction to proceed with a limited number of proposed amendments for further development as part of the Charter amendment process. These selected amendments reflect targeted policy areas where the City Council expressed interest in advancing changes to improve operational efficiency, modernize governance practices, and clarify administrative authority.

Based on City Council direction, the following proposed Charter amendments were selected to move forward in the process:

1. Voter Identification for Local Elections

Amend the Charter to require voter identification for local municipal elections, consistent with applicable legal requirements.

2. Self-Performed Road Maintenance

Amend the Charter to allow the City to self-perform road maintenance work, and potentially other work, within the City limits, to the fullest extent permitted by law.

3. Procurement Threshold Increase

Amend the Charter to increase the procurement threshold from five thousand dollars (\$5,000) to ten thousand dollars (\$10,000) (or other amount) to better reflect modern purchasing practices and improve operational efficiency.

4. Authority to Hire and Fire Directors

Amend the Charter to grant the City Council authority to hire and terminate Department Directors with a four-fifths (4/5) vote.

5. City Council Compensation

Amend the Charter to establish City Council compensation based on the formula set forth in State law for general law cities, or another amount, and consider whether to include authority to set a monthly expense stipend.

6. City Council Vacancy Elections — "Election, no Selection"

Amend the Charter to require a special election to fill a vacancy on the City Council, rather than appointment.

7. City Manager/Employee Residency Restrictions

Consider whether to Amend the Charter to expand the City Manager residency requirement, allowing for residency in nearby communities such as Springville, Strathmore, and Terra Bella.

The City Council instructed the City Attorney to review the above categories of amendments and provide legal feedback and options. Consequently, the City Attorney has put together information concerning the legal implications to be considered for each category, along with options for amendment language. The Charter Review Committee will play a key role in advancing these items. Upon City Council direction, the CRC will review the proposed amendments and provide additional direction under any parameters designated by the Council, which may include but not be limited to refining ballot language for the selected amendments, evaluating opportunities to consolidate related items, and developing a proposed sequencing and timeline for future City Council consideration. This item documents City Council direction and initiates the next phase of the Charter amendment process.

The City Attorney has provided the following feedback and options:

1) VOTER ID FOR LOCAL ELECTIONS

Section 5 of the City Charter currently covers the timing and procedures for local elections. The City Council expressed an interest in requiring voters in the city elections to provide voter identification in order to verify eligibility to vote in the local election. The timing and manner of a charter city's elections have traditionally been considered a matter of local concern and therefore subject to charter cities' local powers and control. That stated, in response to the City of Huntington Beach's approval of a charter proposal in 2024 to implement voter identification requirements for its elections, the California legislature proposed and adopted California Elections Code 10005, which went into effect on January 1, 2025. This statute prohibits a local government, including a charter city, *from enacting or enforcing* any charter provision, ordinance or regulation requiring a person to present identification for the purpose of voting or submitting a ballot at any polling or other place where votes are submitted, unless required by state or federal law, and the statute includes a

finding that the voter eligibility requirements are a matter of Statewide concern. On November 3, 2025, the California Court of Appeal found that the City of Huntington Beach's Charter Section was invalid, and the City filed an appeal of that decision December 15th, asking the California Supreme Court to weigh in.

If the current decision holds, whether Porterville can adopt a similar charter section is currently very much in question. The City Council may wish to defer this particular item unless the pending case has been fully resolved. If the City Council were to move forward with the section, given the prohibition upheld by the court of appeal the City Attorney recommends that the status of the court proceedings be monitored, and that conditional language be added providing that the charter section becomes enacted and operative only when permitted by State and Federal law. While an amendment adding this language to Charter Section 5 could also be considered, the Council could also opt to add it as a standalone section that, for example, reads as follows:

Section _____. *Special Provisions Relating to Municipal Elections.*

(a) Beginning in 2027, for all municipal elections:

- 1. "Elector" means a person who is a United States citizen 18 years of age or older, and a resident of the City on or before the day of an election.*
- 2. The City may verify the eligibility of Electors by voter identification, with the requirements adopted by Ordinance.*
- 4. The City may monitor ballot drop-boxes located within the City for compliance with all applicable laws.*

(b) This Section shall be enacted and/or operative, and implemented when and to the fullest extent allowed and authorized by Federal and State law.

Note that even if the Elections Code 10005 is ruled by the State Supreme Court **not** to apply to Charter cities, in order to implement such a measure, the City will need to separate its local election from the consolidated State election, and will likely need to administer its own election (or contract with a private elections administration company). Currently the City has a contract with Tulare County to administer its local election, which the City has consolidated with the State general election.

Another option the City Council can consider is adding the following sentence to Section 5: *"The City Council has the fullest power and authority granted to it under State and Federal Constitutional law to enact, by ordinance, any and all municipal regulations concerning the manner and procedures for the elections, including but not limited to registered voter identification requirements."*

2) CITY SELF PERFORMANCE FOR REPAIR AND MAINTENANCE WORK

Section 61 contains a public contracting requirement for certain work where the cost exceeds \$5,000. The section covers the erection, improvement and repair of certain public buildings and works; work in or about streams, embankments, overflow protection; “street sewer work except maintenance or repair” and the furnishing of supplies or material for any such project, “including maintenance or repair of streets, sewers or water lines.”

The City Council has expressed a desire to ensure that the City is able to perform street maintenance and repairs with its own forces, without regard to the public contracting requirements of the State. The City Council can also consider an expansion to set its own rules concerning public contracting, not only allowing city forces to engage in other public maintenance and repairs when it has qualified city work forces to do so, but also giving the City full flexibility to exercise its home rule powers whenever allowed in the public works context.

If the City Council wishes to move forward with broad authority, the City Attorney would recommend either adding a new Charter Section (see below), or making a comprehensive amendment to Section 61.

Section _____ *Local Control of Public Work and Purchasing*

Except as provided by City ordinance or agreement approved by the City Council, the City of Porterville as a Charter City, is exempt from the requirements of the California Public Contracts Code and from the requirements of any other California statute regulating City public contracting and purchasing. This exemption shall not prohibit the City Council from subsequently adopting any section, article, chapter, or part of the California Public Contracts Code in whole or in part for the City's own use.

A. The City shall have the power to establish standards, procedures, rules or regulations for all aspects of the bidding, award, contract provisions, requirements, and performance of any public works contract, including but not limited to the compensation rates to be paid for the performance of such work, the use of alternative contracting and project delivery methods including without limitation design-build, public private partnerships, construction manager at risk, best value procurement, pre-qualification of bidders, and similar methods.

B. The City shall have the power to accept gifts and donations, including donations of material and labor, in the construction of any public works project.

C. The City shall have the power to perform any work of improvement, replacement, repair or maintenance by use of its own forces and is not required

to contract for such work, including the construction of such work. The City may also contract with other public agencies for such work.

D. The City shall have the power to establish standards, procedures, rules, or regulations related to the purchasing of goods, property, or services.

3) PUBLIC BIDDING/EXPENDITURE THRESHOLD

The City Council also requested potential consideration of a change to the public expenditure threshold, which is also currently located in Charter Section 61 along with other requirements that potentially overlap with the preceding proposed amendments related to local control over public improvement work. The first paragraph of Charter Section 61 was amended April 6, 1971 by increasing the amount from \$2,500.00 to \$5,000.00. The voters have not approved a bid threshold increase since that time, although previous charter amendments were proposed. **If the above measure governing local control was adopted as a complete replacement to Charter Section 61, it would eliminate the current \$5,000.00 bid limit and allow the City Council to set the threshold by ordinance.**

However, if the City Council desires to continue to have the amount set by charter, a change to Section 61 could be considered proposing a change to the \$5,000 limit (e.g. to \$10,000), and the proposed “Local Control” measure discussed above could be clarified to provide that the section does not apply to work contracted out by the City, adding to the above section: *“E. This Section expressly limits the application of Charter Section 61 to work otherwise determined to be contracted for by the City.”*

How the proposed bid threshold measure would be addressed in the Charter is dependent on if and how the Council wishes to proceed with any proposed “self-performance” changes to Section 61.

Concerning actual bid limit amounts, the City Attorney checked to see what the various charter cities have done. Many cities (general and charter) have opted into the State’s Uniform Public Construction Cost Accounting Act, which allows for a higher bid threshold than otherwise permitted by statute for general law cities (\$5,000). Cities that opt in are able to utilize force account, negotiated contracts, etc. for work under \$75,000, and follow a less formal bid procedure for projects between \$75,000-\$220,000. The list of cities who have opted in is extensive and includes Clovis, Madera, Hanford, and Farmersville. Opting into the program comes with strings attached – cities are then required to follow the advertising and uniform cost accounting procedures for public construction and alteration work (not operations or maintenance work) by force account or otherwise, but in many cases these are not much different than the industry-standard accounting methods that entities are required to adhere to when other state/federal sources of funding are being utilized.

Participating agencies, if choosing to maintain a regular list of qualified contractors, must also follow a specific process for annually establishing or updating the list, that invites all licensed contractors to submit their names. The participating entities follow all other contracting requirements set forth in the Public Contract Code.

For cities that have not opted in, the adopted bid thresholds vary substantially. Most of the large cities have declined to opt in to the UPCCAA and have adopted larger thresholds. For example, the City of San Francisco's bid threshold is \$200,000. In San Diego, work exceeding \$500,000 generally cannot be done with city forces unless approved by the City Council, and a formal competitive bid process is required for projects in excess of \$1.5 million. The city of Gilroy, whose population is comparable to Porterville's, does not require competitive bidding for projects under \$35,000 and allows an "informal" competitive bidding process for bids in the range of \$35,000-200,000, with formal bidding required in excess of \$200,000.

4) CITY COUNCIL AUTHORITY OVER DEPARTMENT HEADS

The Council has expressed an interest in considering authorizing amendments that would increase its authority over Department Heads, potentially to include the authority to hire, evaluate, and terminate those employees, potentially with a four fifths (4/5) vote.

There were extremely limited examples of regulations illustrating complete and sole power over Department Heads by the City Council. As has been discussed previously, there are only a handful of cities (typically larger) with "strong mayor" forms of government, where the Mayor often has the authority to appoint or terminate department directors. The examples of cities where the entire council has that authority are even harder to come by. There are apparently only about 9 cities where the council has the sole authority to do this – and only four of those had any information available online. Of those four, all were very small general law cities where no city manager or administrator has been appointed. For example, Alturas is a city of less than 3000 residents, and Amador City has between 500-1000 residents.

Such examples were likely difficult to find because, unless the City is one of the few "strong Mayor" cities, the City Councils in California generally hold all legislative and policy-setting authority, as well as full executive power over the City Manager, who then executes and administrates subject to those Council-adopted regulations and serves subject to the will of that City Council.

All of that stated, a Charter City is not prohibited by law from authorizing the Council to have additional powers, and the following is a sample Charter Section that could supplement City Charter Sections 9 and 13, which describes in general terms the powers of the City Council (Section 9) and sets forth the

various types of officers of the city (Section 13):

Section 13.1. Appointment and Removal of Department Heads

1. **Council Authority.** *In addition to the administrative officers appointed by the Council set forth in Section 13, the City Council shall have the additional authority to appoint and remove all department heads of the City, including but not limited to the directors of Public Works, Finance, Parks and Recreation, Police, Fire, and other administrative or operational departments established by the Council, [if with cause by a majority of the entire City Council, or if without cause] by a four fifths (4/5) vote of the entire City Council.*
2. **Qualifications.** *The City Council shall adopt and maintain written policies or rules specifying minimum qualifications, education, experience, and other criteria for each department head position.*
3. **Process for Appointment.**
 - a. *Vacancies for department head positions shall be publicly announced in accordance with the City's adopted hiring policies.*
 - b. *The Council shall consider qualified applicants through a fair and transparent process.*
 - c. *The Council may conduct interviews, request references, and perform background checks consistent with applicable law.*
4. **Removal.**
 - a. *Department heads serve at the pleasure of the City Council.*
 - b. *Removal shall comply with all applicable state and federal laws, including laws prohibiting discrimination or retaliation.*
 - c. *Written notice of removal shall be provided to the affected department head.*
5. **Delegation.** *The Council may, by ordinance or resolution, delegate the administrative day-to-day hiring, supervision, and management authority of department heads to a professional city administrator or other qualified official. Such delegation shall not limit the Council's ultimate authority to appoint or remove department heads.*
6. **Compliance with Law.** *All appointments, removals, and personnel actions must comply with applicable federal and state law, including employment discrimination laws, whistleblower protections, and applicable civil service rules, if adopted by the City Council.*
7. **Interim Appointments.** *The Council may designate an interim department head during a vacancy until a permanent appointment is made.*

In the alternative, the City Council could also consider a hybrid model, utilized for example by the Cities of Brea, Visalia or Exeter. Those cities require either consent by or consultation with the City Council for department head appointment or termination decisions made by the City Manager or City

Administrator.

Below are sample charter sections and approaches, generally found as a limitation on the City Manager's powers.

Amend Section 21 (powers of City Manager) to read:

*21(b): To appoint, except as otherwise provided in this charter, all heads of departments, subordinate officials and employees, and remove the same, except as otherwise herein provided, and have general supervision and control over the same. **Appointment and removal of department heads shall be subject to the approval of the Council, by a four fifths (4/5) vote of the entire body and shall not be effective without such approval.***

OR

*21(b): To appoint, except as otherwise provided in this charter, all heads of departments, subordinate officials and employees, and remove the same, except as otherwise herein provided, and have general supervision and control over the same. **Appointments and removal of department directors will be made with the consent of City Council.***

Another option: the Council could consider a streamlined approach, opting to remove detailed provisions from the Charter, which would effectively provide broader authority to establish regulations in the municipal code covering these responsibilities. For example, the City of Exeter's Charter states that all powers of the City are vested in the City Council (except as otherwise set forth in the Charter or provided by law), and that the Council shall provide for the performance of all duties and obligations imposed on the City by law. The duties of the council are outlined very broadly, including considering ordinances and resolutions and adopting those which it determines to be necessary for governance and proper administration; providing oversight of the City Administrator and all matters under their purview; carrying out all provisions of the Charter, ordinances and applicable laws; conducting reviews of effective governance, and performing such other duties as may be assigned by ordinance or resolution. The City Administrator's responsibilities are then set forth by ordinance, where the Administrator has the authority to appoint and remove department directors, but with the consent of the City Council. If this approach is preferred, the City Attorney recommends that Section 13 be proposed to be revised to include the broader powers described above, and the City Council propose that Section 21 also be amended to remove the explicit power of appointment of employees (with those powers to be set and potentially limited by city ordinance).

Note that there are some practical implications that the City would need to work through depending on the option the Council wishes to pursue. For example, the City's risk management associations have standard coverage

options for elected officials covering standard roles and responsibilities (e.g., “D&O Insurance”). The City would need to explore whether adding additional employment-related responsibilities would require additional coverage and whether there would be an additional cost. There will also be increased potential for individual/personal liability of the council members, depending on the level of Council involvement in employment-related decisions. Given the Council’s current employment roles and responsibilities, the council members are substantially insulated from individual liability determinations, which can be triggered when there are findings of intentional discriminatory conduct, harassment, and/or retaliation related to employment decisions.

5) COUNCIL MEMBER COMPENSATION/EXPENSES

The City Council also directed that potential changes to the charter be considered related to council member compensation and/or expenses, in recognition of the amount of time and resources expended by the members in furtherance of their responsibilities, and to incentivize greater community-member interest in serving as a city council member.

City Charter Section 9 provides that each member of the city council receives \$20.00 per council meeting actually attended, and that the mayor shall receive \$25.00, with an overall limit of 7 meetings per calendar month. Furthermore, the section states that the council shall be reimbursed for necessary expenses incurred for authorized city business.

For General law Cities, the maximum salaries are set according to population, with the maximum for a city with a population of 50,001-75,000 set at \$1,600.00 per month. The salary excludes health and welfare benefits, so long as the benefits provided are the same as those offered to city employees; and excludes actual and necessary expenses incurred during official duties. City Councils can vote annually to increase the salaries beyond base limits, but the increase cannot exceed the greater of 5% of the salary after the last annual adjustment, or an amount equal to inflation based on the CPI, not to exceed 10% per year (since 1/1/24.) Additionally, any approved salary or annual increase approved cannot be implemented for a council with staggered terms, until at least one council member starts a new term – this effectively means that any approved increases go into effect after each election (every two years).

A Charter City is not subject to the above California law, unless it effectively takes action to apply it (either by specific incorporation or by omission of any local regulations covering council compensation). If the City Council wished to apply General Law, it could choose to revise Section 9 accordingly.

Porterville could also consider proposing a charter revision that sets its own maximum pay rate and process for increases, also addressing benefits and

expenses.

The following is one example of revisions to **Section 9** (all or a portion could be considered):

The members of the council in [including the Mayor] shall each receive as compensation a monthly salary in the sum of \$_____dollars per month [or per meeting, specifying the maximum number and type of meetings]. The Mayor shall receive as compensation a monthly salary in the sum of \$_____ per month [or per meeting]. The amounts may be increased annually for inflation/cost of living by Resolution of the City Council, at the rate of the _____ Consumer Price Index, but by no more than ____%. In addition, each member of the city council shall be reimbursed for necessary expenses incurred for authorized city business upon compliance with the City's adopted expense policies. In addition, members shall receive such reasonable and adequate amounts as may be established by ordinance, which amounts shall be deemed to be reimbursement to them of other routine and ordinary expenses, losses and costs imposed upon them by virtue of their service as City Councilpersons.

The last sentence would give the city council additional flexibility to adopt, by ordinance, regulations authorizing and governing the administration of individual council member expense accounts.

Some cities also have charter provisions that allow the City Council to participate in health insurance benefits (medical/dental/vision/life etc.) offered to its qualifying city employees (or department heads). This could potentially be added to the charter section by authorizing "health benefits established by ordinance and available to city employees/department heads."

6) "ELECTION, NOT SELECTION"

The City Council has expressed an interest in requiring special elections to fill mid-term council vacancies, in lieu of allowing council appointments.

Charter Section 16 provides that vacancies in legislative offices (aside from vacancies created by recall election) shall be filled by appointment by the council, with that appointee serving until the next council election. In the event the council fails to agree and make that appointment, the mayor is charged with doing so.

Section 16 could be revised to require that the vacancy shall be filled by special election (or alternatively allow the Council a choice between appointment and special election. The Council would want to consider specifying that the special election would be held in conjunction with the next scheduled State election (so that it could be consolidated). If that is the desire,

vacancies that occurred within 114 days (or so) of the State election would likely need to be postponed to the next State election unless the City Council holds its own election.

Other examples include the City of Sacramento and the City of Berkeley. In Sacramento, the city charter requires a special election to be called as soon as a vacancy occurs, and no later than 14 days after the vacancy. In Berkeley, the charter mandates a special election if the unexpired term is one year or longer, though it may be consolidated with a regular election if one is scheduled within 180 days. Note that the main drawback to requiring vacancies be filled by election, is that there will be an extended period during which the seat remains vacant, which is why some cities allow short-term council appointment until the election can be held and the successor is seated.

The following is an **example amendment to Charter Section 16**, borrowed in large part from the City of Fresno, [with optional language for a limited council appointment in brackets]:

(a) An elective office becomes vacant when the incumbent thereof dies, resigns, is removed from office under recall proceedings, is adjudged insane, is convicted of a felony or of an offense involving a violation of his or her duties, ceases to be a resident of the City or the district corresponding in number to the office to which he or she was elected, neglects to qualify within the time prescribed by the provisions of this Charter, is absent from the State without leave for more than 45 consecutive days, or fails to attend five (5) consecutive regular meetings of the body of which he or she is a member for a like period without being excused therefrom by such body (but in no case for a period exceeding 90 days).

(b) The Council shall declare the existence of any vacancy except vacancy caused by death or resignation. Such declaration shall be a final determination of the existence of the vacancy unless a court review is sought within thirty days after such declaration.

(c) A resignation is effective when received by the City Clerk unless a different time is stated in the resignation.

(d) A vacancy in an elected office shall be filled as follows: [(1) A vacancy in the office of a Council member may be filled by appointment by the Council if:

(i) The Council declares the existence of the vacancy or the incumbent dies or resigns in the final year of the term, and

(ii) The appointment is made within thirty days after the Council declares the existence of the vacancy or the incumbent dies or resigns.]

(2) Any vacancy in the office of a Council member [not filled pursuant to paragraph (1)] shall be filled by a special election to be held not sooner than ____ (e.g., ninety) days after the Council calls such election nor later than the next regular election date after the expiration of such ninety days.

(e) Any person [appointed or] elected to fill a vacancy shall serve for the remainder of any unexpired term and until his or her successor qualifies. [If a

person appointed to fill a vacancy is a candidate for the same office which he or she then holds, the designation under the candidate's name on the ballot may be the words "appointed incumbent" or may be words designating the profession, vocation, or occupation of the candidate.]

(f) If the Council fails [either to fill a vacancy by appointment or] to call a special election within thirty days after the incumbent dies, or his or her resignation is effective, or the declaration of the existence of the vacancy becomes final, the salary or other compensation of each member of the Council shall cease until the Council calls such special election.

(g) At any special election called to fill a council, the candidate receiving the majority of votes cast shall succeed to the vacated office for the unexpired term upon certification of the election results. If no candidate receives a majority of votes cast, Council shall call another special election within thirty days of the certification of the election results and the two candidates receiving the most votes shall be placed on that special election ballot.

7) RESIDENCY REQUIREMENTS

Article XI, Section 10(b), *prohibits* cities from requiring employees to live within their boundaries, but cities are able to adopt requirements that employees live within a specific reasonable distance of their workplace or another designated location. Cities can take into consideration the specific job duties of employees when setting the reasonable distance requirements.

Specific distance requirements are usually set forth by ordinance or in employment contracts/MOUs (rather than by Charter). Using the City Manager as an example, I found one City (Laverne) that at one time imposed a maximum of five (5) miles for its City Manager, which was rescinded after its legality was questioned. The City of Carlsbad rescinded their City Manager residency requirement in 2024 and adopted a requirement allowing the Manager to live anywhere within a 40-mile radius. The City of King proposed a 55-mile radius requirement. Some cities have adopted requirements based on time, rather than miles (particularly in urban areas where traffic is more of a factor).

Note that Section 21 of the City Charter (likely adopted in 1971, prior to the 1974 adoption of constitutional prohibition) currently requires the City Manager to establish residency within a reasonable period of time. In past charter review discussions, the City Council opted to not revise the language, but the restriction has not been enforced. If the City Council wishes to include a restriction in the Charter, the City Attorney would recommend that it change Section 21 to state that the reasonable distance requirement will be set by ordinance, resolution, or contract.

For planning and coordination purposes, staff has prepared a sample timeline illustrating key steps associated with Charter amendment review, ballot

measure preparation, and submission for the November 2026 General Election. This sample timeline is included as Attachment A and is provided for informational purposes only.

RECOMMENDATION: That the City Council:

1. Consider and provide further direction as requested , and confirm the proposed City Charter amendments identified above; and
2. Direct the Charter Review Committee to review and refine ballot language and develop a proposed sequencing and timeline for City Council consideration.

ATTACHMENTS:

1. Staff Report - October 7, 2025
2. Proposed Amendments
3. Attachment A - Sample Timeline for Potential Charter Amendments
4. City Charter

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

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



SUBJECT: Review of Proposed Charter Amendments

SOURCE: City Manager's Office

COMMENT: The Charter Review Committee (CRC) has prepared and submitted for Council consideration a list of proposed amendments to the Porterville City Charter. These proposals were originally submitted by individual City Council members and compiled by the CRC into ballot-ready language for review.

The list includes 41 proposed amendments covering a wide range of topics, such as:

- **Governance and Administration**: council vacancies, council compensation, director performance reviews, and mayoral selection.
- **Fiscal Authority and Operations**: procurement thresholds, self-performance of road and public works, and infrastructure management.
- **Public Rights and Protections**: voter ID, citizen initiative protections, complaint filing requirements, emergency powers, and property protections.
- **Policy and Regulatory Matters**: code enforcement authority, sign ordinance updates, zoning, taxes, and business regulations.

The CRC also identified instances where overlapping proposals may be consolidated into a single ballot measure for efficiency and clarity.

For Council's context, the attachment also includes the list of proposed Charter amendments from 2014, which were submitted to the voters but did not pass. Reviewing past voter sentiment may provide insight as Council considers which items to prioritize for future ballot measures.

There is no immediate fiscal impact associated with the Council's discussion. However, if amendments are advanced for placement on a future ballot, the City will incur election-related costs.

RECOMMENDATION:

That the City Council:

1. Review the proposed Charter amendments as compiled by the Charter Review Committee;
2. Provide direction on which amendments should be prioritized for further review and potential ballot placement; and
3. Direct staff to proceed with any other actions that the City Council deems necessary.

ATTACHMENTS:

1. Proposed Amendments

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

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

SUGGESTIONS FOR AMMENDMENTS TO THE PORTERVILLE CITY CHARTER

- 1.) Should the Citizens vote to Amend the Charter to decentralize the City Attorney, allowing the city to litigate in specific litigation and retain other attorney services?**
- 2.) Should the Citizens vote to Amend the Charter to deregulate code enforcement authority, and review all municipal city ordinances and policies?**
- 3.) Should the Citizens vote to Amend the Charter to repeal/amend outdated ordinances, focusing on preventing weaponized enforcement?**
- 4.) Should the Citizens vote to Add to the Charter a Legal Tender Freedom Clause to allow a charter provision recognizing gold and silver as constitutional money within Porterville and protecting the voluntary use of such mediums of exchange between private parties and in city transactions?**
- 5.) Should the Citizens vote to Add to the Charter No Local Tax on Gold/Silver Use?**
- 6.) Should the Citizens vote to Add to the Charter a Property Protection & Anti-institutional Land Grab Clause to prohibit the purchase of residential property by institutional investors, hedge funds, and out-of-area entities unless for primary residence use or public benefit?**
- 7.) Should the Citizens vote to Amend the Charter to include specific provisions regarding Emergency Powers & Local Autonomy Safeguard, that limit the suspension of civil liberties or business operations during declared emergencies without supermajority council approval and public notice within 72 hours?**
- 8.) Should the Citizens vote to Amend the Charter to review the permit process?**
- 9.) Should the Citizens vote to Amend the Charter to review the state CBC that allows local governments authority to regulate?**
- 10.) Should the Citizens vote to Add to the Charter a provision for the ability to file a grievance complaint in person?**
- 11.) Should the Citizens vote to Add to the Charter to review Pre and Post letters of application to amend local ordinances?**
- 12.) Should the Citizens vote to Add to the Charter to review C train ordinances?**
- 13.) Should the Citizens vote to Add to the Charter to review the 2014 pre ordinance city ordinance on enforcement of C trains?**
- 14.) Should the Citizens vote to Add to the Charter to review sewage rates?**
- 15.) Should the Citizens vote to Amend the Charter to review zoning development?**
- 16.) Should the Citizens vote to Amend the Charter to review business regulations?**
- 17.) Should the Citizens vote to Amend the Charter to review the sign ordinance?**
- Should the Citizens vote to Amend the Charter to review local taxes with the goal of lowering taxes?**
- 18.) Should the Citizens vote to Add to the Charter to address enforcement and review of limited smoke shops in the area?**

- 19.) Should the Citizens vote to Amend the Charter to include a Citizens' Initiative Protection Clause, guaranteeing that citizen-led initiatives (petitions, ordinances, referendums) cannot be overturned or stalled by council without public vote or a court challenge proving constitutional conflict, often requiring a four-fifths (4/5) vote of the city council members for implementation of a 4/5 vote?
- 20.) Should the Citizens vote to Amend the Charter to allow for the implementation of Porterville City Charter to self-perform road work maintenance within the city limits?
- 21.) Should the Citizens vote to Add to the Charter a provision to eliminate anonymity on municipal code complaints that do not pose an imminent danger of life or fire hazard?
- 22.) Should the Citizens vote to Add to the Charter a requirement for an ID in person to file complaints (deemed Municipal Codes-infraction)?
- 23.) Should the Citizens vote to Amend the Charter to streamline Infrastructure Development and Management Improvements?
- 24.) Should the Citizens vote to Amend the Charter to review and repeal/amend parts of section 300 of the sign ordinance?
- 25.) Should the Citizens vote to Amend the Charter to increase the procurement threshold from five thousand dollars (\$5,000) to fifty thousand dollars (\$50,000)?
- 26.) Should the Citizens vote to Maintain the existing Charter structure by not supporting a strong mayor form of government?
- 27.) Should the Citizens vote to Maintain the existing Charter provisions regarding changes to the structure or amount allocated for individual Council Discretionary funding?
- 28.) Should the Citizens vote to Amend the Charter to eliminate appointments for vacancies, requiring all vacancies to be filled by voters?
- 29.) Should the Citizens vote to Add to the Charter a provision that all directors' employment be subject to council performance reviews?
- 30.) Should the Citizens vote to Amend the Charter regarding Council Compensation to adopt a provision to use state law formula for basic City Council compensation, and nominate allowances for necessary business needs to allow a simple approach for basic compensation for serving on Council and encourage leaders in lower socioeconomic status?
- 31.) Should the Citizens vote to Amend the Charter to specify that Council members shall be reimbursed for ordinary and routine expenses and costs imposed upon them by virtue of their service in their official capacities for the City, not to exceed **Amount to be Determined** per month, and the amount shall be reimbursed monthly at the Consumer Price Index for All Urban Consumers, all items, published by the United States Department of Labor, Bureau of Labor Statistics for the Los Angeles Metropolitan area, with such allowance not accounted for the recipient?
- 32.) Should the Citizens vote to Amend the Charter to specify that other amounts expended or incurred for reimbursement or otherwise paid in accordance with the City Council's adopted policies?
- 33.) Should the Citizens vote to Add to the Charter a requirement for Voter ID?
- 34.) Should the Citizens vote to Amend the Charter to mandate that for Special Elections, there shall be no more special selections for city council if there is a vacancy in a council seat, requiring a special election to fill the vacancy?

- 35.) Should the Citizens vote to Amend the Charter to grant the Council the ability to hire and fire all directors with a four-fifths (4/5) vote with reason, or five votes without reason?**
- 36.) Should the Citizens vote to Amend the Charter to give the power for the people to elect the Mayor, not a Strong Mayor format, allowing the people to decide who that voice is via special election if necessary?**
- 37.) Should the Citizens vote to Amend the Charter to allow the City to self-perform street maintenance, giving city public works the ability to maintain local roads?**
- 38.) Should the Citizens vote to Amend the Charter to increase the Procurement Threshold from the current five thousand dollars (\$5,000) to at least ten thousand dollars (\$10,000), or a more appropriate amount that reflects modern purchasing practices and improves operational efficiency?**
- 39.) Should the Citizens vote to Amend the Charter's City Manager Residency Requirement to allow greater flexibility, specifically considering nearby communities such as Springville, Strathmore, and Terra Bella as acceptable alternatives to living within the city limits?**
- 40.) Should the Citizens vote to Amend the Charter to update the Voting Process to reflect the City's current district-based voting process for City Council elections, rather than the outdated at-large system that is still referenced?**
- 41.) Should the Citizens vote to Amend the Charter to make it clear that the City is able to perform public facility and infrastructure maintenance and repair work with its own forces, to the fullest extent permitted by the California Constitution under Charter Cities' home rule and police powers, clarifying that the City is not bound by Public Works Contract monetary restrictions when doing work with its own forces or other statutory restrictions like the limitations on the number of inches of asphalt that qualify as road "maintenance." The Charter Committee could even consider taking the provision beyond maintenance and repair and into actual "capital improvement" territory to the extent that City isn't otherwise restricted by California Constitutional law?**

SUGGESTIONS FOR AMMENDMENTS TO THE PORTERVILLE CITY CHARTER THAT ARE SIMILAR IN CONTEXT

- 20.) Should the Citizens vote to Amend the Charter to allow for the implementation of Porterville City Charter to self-perform road work maintenance within the city limits?**
- 37.) Should the Citizens vote to Amend the Charter to allow the City to self-perform street maintenance, giving city public works the ability to maintain local roads?**
- 41.) Should the Citizens vote to Amend the Charter to make it clear that the City is able to perform public facility and infrastructure maintenance and repair work with its own forces, to the fullest extent permitted by the California Constitution under Charter Cities' home rule and police powers, clarifying that the City is not bound by Public Works Contract monetary restrictions when doing work with its own forces or other statutory restrictions like the limitations on the number of inches of asphalt that qualify as road "maintenance." The Charter Committee could even consider taking the provision beyond maintenance and repair and into actual "capital improvement" territory to the extent that City isn't otherwise restricted by California Constitutional law?**

(Suggestions 20; 37; and 41 above are similar in nature, and could be accommodated in a single ballot measure.)

21.) Should the Citizens vote to Add to the Charter a provision to eliminate anonymity on municipal code complaints that do not pose an imminent danger of life or fire hazard?

22.) Should the Citizens vote to Add to the Charter a requirement for an ID in person to file complaints (deemed Municipal Codes-infraction)?

(Suggestions 21 and 22 above are similar in nature, and could be accommodated in a single ballot measure.)

25.) Should the Citizens vote to Amend the Charter to increase the procurement threshold from five thousand dollars (\$5,000) to fifty thousand dollars (\$50,000)?

38.) Should the Citizens vote to Amend the Charter to increase the Procurement Threshold from the current five thousand dollars (\$5,000) to at least ten thousand dollars (\$10,000), or a more appropriate amount that reflects modern purchasing practices and improves operational efficiency?

(Suggestions 25 and 38 above are similar in nature, and could be accommodated in a single ballot measure, or multiple ballot measures, each with a different procurement limit.)

26.) Should the Citizens vote to Maintain the existing Charter structure by not supporting a strong mayor form of government?

36.) Should the Citizens vote to Amend the Charter to give the power for the people to elect the Mayor, not a Strong Mayor format, allowing the people to decide who that voice is via special election if necessary?

(Suggestions 26 and 36 above are similar in nature, and could be accommodated in a single ballot measure, or multiple ballot measures if necessary.)

27.) Should the Citizens vote to Maintain the existing Charter provisions regarding changes to the structure or amount allocated for individual Council Discretionary funding?

30.) Should the Citizens vote to Amend the Charter regarding Council Compensation to adopt a provision to use state law formula for basic City Council compensation, and nominate allowances for necessary business needs to allow a simple approach for basic compensation for serving on Council and encourage leaders in lower socioeconomic status?

31.) Should the Citizens vote to Amend the Charter to specify that Council members shall be reimbursed for ordinary and routine expenses and costs imposed upon them by virtue of their service in their official capacities for the City, not to exceed Amount to be Determined per month, and the amount shall be reimbursed monthly at the Consumer Price Index for All Urban Consumers, all items, published by the United States Department of Labor, Bureau of Labor Statistics for the Los Angeles Metropolitan area, with such allowance not accounted for the recipient?

32.) Should the Citizens vote to Amend the Charter to specify that other amounts expended or incurred for reimbursement or otherwise paid in accordance with the City Council's adopted policies?

(Suggestions 27; 30; 31; and 36 above are similar in nature, and could be accommodated in a single ballot measure, or multiple ballot measures if necessary.)

*SPECIAL NOTE: The Charter currently specifies council member compensation at \$20.00 per Council Member per meeting, and \$25.00 for the Mayor per meeting, and additionally allows for reimbursement for certain necessary expenses. SB329, Effective January 1, 2024 established maximum council compensation through Government Code Section 36516, based on population, currently the City of Porterville falls into Section 36516(2)(D) which allows a maximum of \$1,900 per month.

28.) Should the Citizens vote to Amend the Charter to eliminate appointments for vacancies, requiring all vacancies to be filled by voters?

34.) Should the Citizens vote to Amend the Charter to mandate that for Special Elections, there shall be no more special selections for city council if there is a vacancy in a council seat, requiring a special election to fill the vacancy?

(Suggestions 28 and 34 above are similar in nature, and could be accommodated in a single ballot measure.)

29.) Should the Citizens vote to Add to the Charter a provision that all directors' employment be subject to council performance reviews?

35.) Should the Citizens vote to Amend the Charter to grant the Council the ability to hire and fire all directors with a four-fifths (4/5) vote with reason, or five votes without reason?

(Suggestions 29 and 35 above are similar in nature, and could be accommodated in a single ballot measure.)

SELECTED BALLOT MEASURES WITH VOTING RESULTS FROM THE LAST PORTERVILLE CITY CHARTER AMMENDMENT PROCESS...JUNE 3, 2014

Measure L – CITY OF PORTERVILLE Should the Charter be amended to make certain technical, non-substantive revisions which do not materially alter, increase or decrease the home rule powers of the City of Porterville?

YES VOTES: 1,960.....NO VOTES: 1,993.....X-FAILED

Measure R - CITY OF PORTERVILLE Should the Charter be amended to provide that the City has the power to perform public projects, improvements, and repairs using its own forces, regardless of cost, and to provide that the City Council may, only in cases of emergency including circumstances resulting in imminent threat to public health and/or safety, by 4/5 majority vote, proceed without otherwise adhering to competitive bidding requirements?

YES VOTES: 1,612.....NO VOTES: 2,447.....X-FAILED

Measure S - CITY OF PORTERVILLE Should the Charter be amended to raise the bid limit to \$50,000.00, concerning public projects subject to competitive bidding, with further restrictions considered by the Council annually?

YES VOTES: 1,738.....NO VOTES: 2,277.....X-FAILED

Measure U - CITY OF PORTERVILLE Should the Charter be amended to require that leases of City property may be terminated by the City upon advance notice equivalent to either 30 days or a maximum of 5% of the total lease term period but not including option periods, and upon paying the lessee market value of improvements as set forth, and clarifying that these requirements shall not apply to month-to-month, or State or Federal, leases?

YES VOTES: 1,937.....NO VOTES: 1,980.....X-FAILED

Measure W - CITY OF PORTERVILLE Should the Charter be amended to provide that council members shall receive compensation equivalent to the hourly California State Minimum Wage, as from time-to-time may be adjusted by State law and then by ordinance, for all meetings attended by the members as approved by the City Council, with compensation only becoming effective upon commencement of each council-member's new term and subject to any other applicable statutory or constitutional restrictions?

YES VOTES: 1,577.....NO VOTES: 2,413.....X-FAILED

END

Sample Timeline for Potential Charter Amendments

January – March 2026

Charter Review Committee (CRC) Work

- Charter Review Committee (CRC) reviews Council-selected amendment concepts
- CRC develops preliminary draft Charter amendment language
- City Attorney provides legal review and guidance
- CRC discusses sequencing of proposed ballot measures
- CRC prepares draft recommendations for City Council consideration

April – May 2026

Council Review and Direction

- CRC presents recommendations to City Council
- Council reviews draft ballot language and sequencing options
- Council provides direction to finalize proposed amendments
- City Attorney prepares updated ballot language per Council direction

June – July 2026

Ballot Measure Preparation

- City Attorney prepares final ballot question(s) and impartial analysis
- Council reviews and approves final ballot question(s)
- Council adopts ordinance(s) placing Charter amendment(s) on the ballot
- Arguments and rebuttals prepared in accordance with Elections Code timelines

August 2026

Registrar Submission Deadline

- City submits ballot materials to County Registrar of Voters by statutory deadlines
- Registrar finalizes ballot formatting and publication

November 3, 2026

General Election

- Charter amendment measure(s) submitted to voters
- Registrar certifies election results

December 2026 – January 2027

Post-Election Implementation

- If approved by voters, Charter amendments become effective pursuant to their terms
- City updates Charter publication and initiates implementation steps as required

CITY CHARTER

Sec. 1. Name Of City; Perpetual Succession.

The municipal corporation now existing and known as the "City Of Porterville" shall remain and continue a body politic and corporate, as at present, in fact and in law, by the name of the "City Of Porterville," and by such name shall have perpetual succession.

Sec. 1.1. City Motto.

"In God We Trust" shall be designated as the official motto of the city of Porterville. (6-24-2008)

Sec. 2. Boundaries.

The boundaries of the city of Porterville shall continue as now established until changed in some manner authorized by law.

Sec. 3. Rights And Liabilities Of Cities; Prior Contracts, Liabilities, Etc., Continued In Effect.

The city of Porterville shall remain vested with and continue to have, hold, and enjoy, all property, rights of property, and rights of action of every nature and description, now pertaining to said municipality, and is hereby declared to be the successor of the same. No right, liability, pending suit or prosecution on behalf of, or against, the city shall be affected by the adoption of this charter. All contracts entered into by the city prior to the taking effect of this charter shall continue in full force and effect.

Sec. 4. General Powers Of City; Official Seal.

The city of Porterville, by and through its council and other officials, shall have and may exercise all powers necessary or appropriate to a municipal corporation and the general welfare of its inhabitants, which are not prohibited by the constitution, and which it would be competent for this charter to set forth particularly or specifically; and the specifications herein of any particular powers shall not be held to be exclusive or any limitation upon this general grant of power. General powers of the city include, but are not limited to, the powers necessary or appropriate to promote the health, welfare and education of its inhabitants. The city shall have and use a common seal and the official seal hereinbefore adopted and now in use by said city shall continue to be the official seal of said city. (3-4-2003)

Sec. 4.1. Intergovernmental Powers.

The city may exercise and perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by agreement or otherwise, with any one or more states or any agency of California, or any governmental jurisdiction or nonprofit corporation thereof, or the United States or any of its agencies or instrumentalities. (3-4-2003)

Sec. 4.2. Liberal Interpretation.

The powers of the city under this charter shall be construed liberally in favor of the city, and the specific mention of particular powers in the charter shall not be construed as limiting in any way any of the powers granted by this charter. (3-4-2003)

Sec. 5. When Elections To Be Held; Special Elections; Procedure For Elections For Local Improvements Or Levies Of Assessment Or Bonded Indebtedness.

General municipal elections shall be held in said city at the same time as the general election for federal offices in the state of California under and pursuant to the general laws of the state of California governing elections in charter cities, so far as the same may be applicable, and except as herein otherwise provided. All other municipal elections that may be held by authority of this charter or of general law shall be known as special municipal elections, and shall be held, substantially as in this charter provided for general municipal elections; providing, however, that special elections to authorize any municipal or local public improvement, or the levy of assessment therefor, or to create a municipal bonded indebtedness, shall be held in conformity with any general law of the state relative thereto under which any such proceeding is instituted by the council, in case such general law provides for the procedure and manner of holding elections thereunder. (4-6-1971; 4-5-1977; 3-4-2003; 7-1-2014)

Sec. 6. Initiative, Referendum And Recall.

Ordinances may be initiated, or the referendum exercised on ordinances passed by the council, under and in accordance with the constitution and general laws of the state. Any elective officer may be recalled from office under and pursuant to the provisions of the constitution and general laws, provided that a special election shall be held at the same time as the recall election, in accordance with the constitution and general laws of the state, for the purpose of electing officers to fill the place or places of the officers sought to be recalled. (4-6-1971; 3-4-2003)

Sec. 7. Elective Officers To Be Residents.

In order to be eligible to hold any elective office in the city of Porterville, a person must be a resident and elector therein, and shall have resided in said city for at least thirty days next preceding the filing of their nominating papers, or equivalent declaration or candidacy, and be an elector at the time of said filing. (4-6-1971; 4-5-1977; 3-4-2003)

Sec. 8. Elective Officers.

The elective officers of the city of Porterville shall be five councilmen, who shall be elected from the city at large at a general

municipal election therein.

Sec. 9. Legislative Body; Composition; Election; Term; Compensation; Ineligibility For Other City Office; President Of Council; Vice-President; Installation Of Newly Elected Officers; Powers To Be Exercised By Council.

The legislative body of the city shall consist of five persons elected at large, which body shall be known as the council.

The members of the council shall be elected by the qualified voters of the city at a general municipal election to be held in the said city at the same time as the general election for federal offices for the state of California. They shall hold office for the period of four (4) years from and after the Monday next succeeding the day of their election and until their successors are elected, and qualified; provided the respective terms of any council member presently serving or elected at the time of the adoption of this amendment shall be extended one additional year to the even-numbered year following the expiration of their respective terms. (3-4-2003; 7-1-2014)

The members of the council shall each receive the sum of twenty dollars (\$20.00) for each council meeting actually attended; the mayor shall receive the sum of twenty-five dollars (\$25.00) for each meeting of the council actually attended, provided, however, that the members of the council shall not receive compensation for more than seven meetings in any one calendar month. In addition, the council shall be reimbursed for necessary expenses incurred for authorized city business. (4-6-1971)

The members of the council shall not be eligible to any other office or employment with the city.

The council shall reorganize at its next meeting following each municipal election and shall choose one of their number to serve as president of the council to be known as mayor. At this time the council shall also choose one of their number to serve as vice-president, and he/she shall act as mayor pro tempore in case of the absence, sickness or other disability of the mayor. The mayor and mayor pro tempore shall serve a two year term, but either may be removed at any time by a majority vote of the council. If the council removes the mayor prior to the expiration of his/her term pursuant to this provision, the council shall choose one of their number to serve as mayor until the next organizational meeting. (3-4-2003)

The council shall meet at its usual meeting place on the first Monday after any municipal election, duly canvass the returns and declare the result thereof, and install the newly elected officers, if any.

All powers granted to and vested in the city of Porterville by law or by the provisions of this charter, shall, except as herein otherwise provided, be exercised by the council to be designated the "Council Of The City Of Porterville." The council shall be the governing body of the city and subject to the express limitations of this charter shall be vested with all the powers necessary or convenient for a complete and adequate system of municipal government, consistent with the constitution of the state. (4-6-1937)

Amendment note - The third paragraph of § 9 was amended April 6, 1971. Formerly said section allowed each council member the sum of \$5.00 for each meeting actually attended, for not more than two meetings in any one month.

Sec. 9.1. Public Participation.

The council shall continue to encourage the organization of and communication with representative neighborhood groups throughout the city to encourage citizen participation, to seek advice and input and to provide information to the public relative to city matters and affairs. (3-4-2003)

Sec. 10. Time And Place Of Council Meetings; Meetings To Be Open To Public; Council To Adopt Rules For Conduct Of Its Own Proceedings.

The council shall provide by ordinance for the time and place of holding its meetings. Special meetings shall be called in accordance with the provisions of general law. There shall be at least one (1) regular meeting in each month. Any regular meeting may be adjourned to a date and hour certain, and such adjourned meeting shall be a regular meeting for all purposes. (4-6-1971)

Except for special meetings with the legislative bodies of other political subdivisions, or informational meetings held within a community in accordance with the Brown act where no action is to be taken, all meetings of the council shall be held at or on publicly-owned facilities, unless by reason of fire, flood, or other disaster, or lack of seating capacity, the public-owned facilities cannot be used for that purpose, and all meetings shall be open to the public. The council shall adopt rules for conducting its proceedings and may punish its members or other persons present at any meeting for disorderly conduct. (4-2-1963; 3-4-2003; 7-1-2014)

Amendment note - The first paragraph of § 10 was amended April 6, 1971, by changing the manner of calling special meetings. Formerly the council provided by ordinance "the manner in which its special meetings may be called." The second paragraph of § 10 was amended March 4, 2003 to allow meeting outside city hall.

Sec. 11. Quorum; Compelling Attendance At Meetings.

A majority of the council shall constitute a quorum for the transaction of business, but a less number may adjourn from time to time and postpone the consideration of or action upon, pending business in like manner. Attendance at meetings of absent members of the council may be compelled in such manner and under such penalties as may be prescribed by ordinance.

Sec. 12. How Council Acts On Legislative Matters; Resolutions; Records Of Votes; Requirement That All Members Vote; How Ordinances Headed; Ordaining Clause; Ordaining Clause Of Ordinances Passed By Initiative; When

Ordinances To Be Passed; Publication; Effective Date Of Ordinances; Certain Matters Required To Be Passed By Ordinance; Repeal Of Ordinances; Revision Of Ordinances; Ordinances To Be Signed By Mayor And Attested By Clerk.

The council shall act in legislative matters by ordinance or resolution only. Other action of the council, unless herein otherwise provided, may be taken by resolution, motion, or order.

The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the record of the proceedings of the council. Upon the request of any member of the council, the ayes and noes shall be taken and recorded upon any vote. All members present at any meeting must vote; provided that no such member of the council shall cast a vote when to do so would be contrary to the applicable provisions of state law, including the laws pertaining to conflict of interest. (3-4-2003)

No ordinance or resolution shall be passed without receiving the affirmative votes of at least three members of the council.

Each ordinance shall be headed by a brief title which shall indicate the purport thereof.

The ordaining clause of all ordinances adopted by the council shall be, "The Council of the City of Porterville do ordain as follows:"

The ordaining clause of all ordinances passed by the vote of the electors of the city, through the exercise of the initiative shall be, "The People of the City of Porterville do ordain as follows:"

No ordinance shall be passed by the council at any time other than at a regular meeting, and until its publication, in a manner and for a time period as determined and set forth by ordinance. (7-1-2014)

Except an ordinance calling or otherwise relating to an election, no ordinance passed by the council of the city of Porterville, except when otherwise specially required by the laws of the state, and except an ordinance for the immediate preservation of the public peace, health or safety, which contains a declaration of, and the facts constituting its urgency and is passed by a four-fifths ($\frac{4}{5}$) vote of the council, and no ordinance granting a franchise, shall go into effect before thirty (30) days from its final passage.

Except as otherwise provided by general law, or this charter, no action providing for the granting of any franchise, or for the establishing or changing fire zones, or for the imposing of any penalty, shall be taken except by ordinance. (3-8-1983)

No ordinance, or portion thereof, shall be repealed except by ordinance. No ordinance shall be revised, reenacted or amended by reference to its title only; but the ordinance to be revised or reenacted, or the section or sections thereof to be amended, or the new section or sections to be added thereto shall be set forth and adopted according to the method provided in this section for the enactment of ordinances, and such revision, re-enactment, amendment, or addition, shall be made by ordinance only.

All ordinances shall be signed by the mayor and attested by the city clerk.

Sec. 13. Legislative Officers; Administrative Officers; Other Officers And Commissions; Consolidation Of Offices.

The legislative officers of the city of Porterville shall consist of five (5) members of the council, one of whom shall act as mayor. In addition, there shall be the following administrative officers who shall be appointed by the council: a city manager, a city attorney and a city clerk.

The council may, by ordinance provide for such other officers as deemed necessary and the council may further establish by ordinance commissions deemed by it to be necessary or proper to aid in the orderly administration of the city of Porterville.

All members of commissions and legislative committees shall be appointed by the council. The council may appoint members to other boards or committees. Administrative officers may appoint members to temporary administrative committees. (3-4-2003)

The council may, at any time, when in its judgment, the interest of the city so demands, by a four-fifths ($\frac{4}{5}$) vote thereof, consolidate by ordinance two or more city administrative offices and place the same in charge of one such officer. (4-2-1963; 4-6-1971; 3-8-1983)

Sec. 14. Official Bonds; Where Filed.

When in this charter not otherwise prescribed, the council shall determine which officers shall give bonds for the faithful performance of their official duties, and shall fix the amount of said bonds. Such officers before entering upon their official duties, shall execute a bond to the city in the penal sum required, which bond shall include any other office of which they may be ex-officio incumbent. Said bonds shall be approved by the council, filed with the city clerk, and paid for by the city; provided, however, that the bond of the city clerk when approved as aforesaid shall be filed with the city treasurer. Nothing in this section shall prevent the authorization or furnishing of a blanket bond to assure the honesty or faithful performance of any of its officers or employees. (3-4-2003)

Sec. 15. Oath Of Office.

Every officer and employee of the city, before entering upon the duties of his/her office shall take and subscribe the oath of offices as provided for in the constitution of the state, and shall file the same forthwith with the city clerk. (4-6-1971; 3-4-2003)

Sec. 16. Vacancies In Office; When Offices Declared Vacant.

A vacancy in any legislative office, from whatever cause arising excluding any vacancy created due to a successful recall election, shall be filled by appointment by the council, such appointee to hold office until the next general municipal election, when a successor shall be chosen by the electors for the unexpired term; provided, that if the council fails to agree or for any other reason does not fill such vacancy within thirty days after the same occurs, then such vacancy shall be filled by the mayor; provided, however, that if for any reason the seats of a majority of the council shall become vacant, then the city clerk shall call a special election at once to fill the vacancies for the unexpired terms, and the same shall be conducted substantially in the manner provided for general municipal elections. (3-4-2003)

If, without permission from the city council, any legislative officer of the city shall remove from the city or absent himself/herself therefrom for more than forty-five (45) days consecutively, or shall fail to attend five (5) consecutive regular city council meetings unless prevented from attending by sickness (but in no case for a period exceeding ninety (90) days), his/her officer shall thereupon become vacant. If for said forty-five (45) day period any legislative officer shall willfully fail or refuse to perform the duties of his office, though able to do so, or shall fail to qualify, or shall resign, or be convicted of a felony or a crime of moral turpitude, or be adjudged mentally incompetent, his/her office shall thereupon become vacant. (3-4-2003; 7-1-2014)

Sec. 17. Appointment And Removal Of Officers And Employees; Grounds Of Removal; Hearing Prior To Removal.

Except as may be otherwise in this charter provided, the affirmative vote of three (3) members of the council shall be required for the appointment of or the removal of any administrative officer for cause. "For cause" includes, but is not limited to, refusal to perform the duties of his/her office, being adjudged mentally incompetent, or being convicted of a felony or crime of moral turpitude. The administrative officer is entitled to a hearing before the council on the validity of the grounds providing the basis for removal for cause. (3-8-1983; 3-4-2003)

The council may remove any of its administrative officers at its pleasure, without cause stated or at hearing had, by the affirmative vote of four members cast in favor of such removal, and the determination of the council in such matters shall be final and conclusive. (3-8-1983)

Editor's note - Prior to its complete restatement by an amendment adopted March 8, 1983, § 17 had been amended February 5, 1935, and April 6, 1971.

Sec. 17-A. Retirement Age For City Employees.

Repealed March 8, 1983.

Sec. 17A. Retirement Age For City Employees Effective April 2, 1975.

Repealed March 8, 1983.

Sec. 18. Compensation Of Appointive Officers And Employees; Limitation As To Least Amount Of Compensation; Fees Abolished.

The council shall fix the compensation of all appointees and employees except officials and members of boards, commissions and committees serving gratuitously. Said compensation shall be fixed, increased or changed by resolution, adopted by a three-fifths ($\frac{3}{5}$) vote of the council. (4-6-1971; 3-4-2003)

The duties or the minimum compensation of any appointive official shall not be so established by the council as to in effect abolish the office.

The salary of any appointive official or employee of the city shall cease forthwith with his/her removal or resignation from office or employment, provided, however, that the city manager may be entitled, if authorized by the city council, to severance pay in an amount not to exceed the equivalent of 12 months' salary, subject to any other restrictions set forth by state law. (3-4-2003; 7-1-2014)

No officer or employee shall be allowed any fee, perquisite, emolument, or stipend, in addition to, or save as embraced in the salary or compensation fixed for such office by the council, if a council appointee, or the manager if a manager appointee, and all fees received by such officers or employees in connection with his/her official duties shall be paid by him/her into the city treasury, and a written report made of same, provided, however, that rewards which have been publicly offered for the apprehension of criminals may be received by the officer or officers making the apprehension, after deducting therefrom any expense that the city may have sustained in the matter. (2-5-1935; 4-6-1971; 3-4-2003)

Amendment note - The first and fifth (now fourth) paragraphs of § 18 were amended April 6, 1971. Formerly compensation was fixed, increased or changed by ordinance. The former second paragraph of § 18, which authorized the city manager to fix the compensation of his appointees, was repealed.

Sec. 19. Duties Of The Mayor Generally.

The mayor shall be the executive head of the city. In case of riot, insurrection, extraordinary emergency, or other disaster, he/she shall be responsible for making a public declaration of a state of emergency and shall assume all other responsibilities required of him/her pursuant to the city's disaster plan. (3-4-2003)

In the name and on behalf of the city, he/she shall sign all contracts, deeds, bonds and other legal instruments in which the city is a party. (3-4-2003)

He/she shall represent the city at all ceremonial functions of a social or patriotic character when it is desirable or appropriate to have the city represented officially thereat. (2-5-1935; 3-4-2003)

In the absence of the mayor, for whatever reason, the vice president of the council shall assume the duties as mayor pro tempore. (3-4-2003)

Sec. 20. City Attorney; Qualification; Duties; Assistant Attorney.

The city attorney shall be an attorney-at-law, admitted to practice as such before the supreme court of the state, and who has been in actual practice therein for at least three years next preceding his/her appointment. All other things being equal, an attorney who has had special training or experience in municipal corporation law shall be appointed to this office if practicable. The city attorney shall be legal advisor of the council, and all other city officials. He/she shall prosecute all violations of city ordinances and shall draft all contracts and other legal documents and instruments, required by the council or the city manager. He/she shall perform such other legal services as the council may direct and shall attend all meetings of the council unless excused therefrom by three members thereof or by the mayor.

When from any cause the city attorney is unable to perform the duties of his/her office, he/she may, with the consent of the council, appoint some other qualified attorney to temporarily act in his/her place and whenever in the judgment of the council, the interests of the city require it, it may employ assistant counsel.

The city attorney shall deliver all books, records, papers, documents and personal property of every description, owned by the city, to his/her successor in office, and the city shall provide a means of safe-guarding the same.

He/she shall possess such other powers, and perform such additional duties, not in conflict with this charter as may be prescribed by ordinance. (3-4-2003)

Sec. 21. City Manager; To Become Resident; Powers And Duties; Bond.

The city manager shall be the administrative head of the city government. The city manager shall establish residency in the city of Porterville within a reasonable period of time within the discretion of the council. His/her powers and duties shall be as follows:

- (a) To see that all ordinances are enforced.
- (b) To appoint except as otherwise provided in this charter, all heads of departments, subordinate officials and employees, and remove the same, except as otherwise herein provided, and have general supervision and control over the same.
- (c) Repealed. (4-6-1971)
- (d) To see that all the provisions of all franchises, permits, and privileges granted by the city are fully observed, and report to the council any violation thereof.
- (e) To act, as purchasing agent for the city, should he/she be so appointed by the council.
- (f) To attend all meetings of the council unless excused therefrom by the council or mayor.
- (g) To examine or cause to be examined, without notice, the conduct of any officer or employee of the city.
- (h) To keep the council advised as to the needs of the city.
- (i) To devote his/her entire time to the interests of the city.
- (j), (k) Repealed. (4-6-1971)
- (l) Repealed. (3-4-2003)
- (m) To possess such other powers and perform such additional duties as are prescribed by this charter, or may be prescribed by ordinance. (2-5-1935)
- (n) Repealed. (4-6-1971)

Sec. 22. City Manager Pro Tem.

In case of an illness, scheduled vacation or scheduled absence from the city of the city manager, for a period of up to thirty (30) days, the individual designated as the deputy city manager shall serve as city manager pro tem. In the event that a deputy city manager has not been designated or the deputy city manager is otherwise unable to serve, the city manager shall appoint one of the existing directors of the city departments to serve as city manager pro tem. (3-4-2003)

In the case of any other absence, excluding a vacancy of the city manager position, from the city of the city manager, or his/her temporary disability to act as such, the council shall appoint a city manager pro tem, who shall possess the powers and discharge the duties of the city manager during such absence or disability only; provided, however, that a city manager pro tem shall have no authority to appoint or remove any city department director except with the unanimous formal approval of all of the members of the council. In the event that the city manager position is vacant, the council shall appoint a city manager or acting/interim city manager in accordance with sections 13 and 17 of this charter. (3-4-2003)

Sec. 23. City Clerk; To Be Clerk Of The Council When So Appointed; Duties; To Keep Corporate Seal.

The city clerk shall be clerk of the council when so appointed by the council. (3-4-2003)

It shall be the duty of the city clerk to attend all sessions of the council and keep a full and correct record of the proceedings of each of said bodies. The proceedings of the council shall be kept in a book marked "Minutes of the Council." He/she shall keep a book marked "Ordinances" into which he/she shall copy all city ordinances certifying that each such copy is a full and correct copy of the original ordinance, and stating that the same has been published as required by law. Said record copy, so certified, shall be prima facie evidence of the contents of the ordinance, and of its passage and publication and shall be admissible as such evidence in any court or proceedings. Such record shall not be filed but shall be returned to the custody of the city clerk. He/she shall also keep a book marked "Resolutions," into which he/she shall copy all resolutions passed by the council. Both the books containing ordinances and resolutions, shall be adequately and comprehensively indexed. He/she shall conduct promptly, and keep a systematic record of all correspondence between the council and third parties relating to city business.

He/she shall be the keeper of the corporate seal of the city, and shall affix the same to instruments or writings requiring authentication. He/she shall safely keep all records, documents, ordinances, resolutions, books and such other papers and matters, as may be regularly delivered into his/her custody or required by law or ordinance to be filed with him/her. (4-2-1963; 4-6-1971; 3-4-2003)

Amendment note - The first paragraph of § 23 was amended April 6, 1971 by the addition of the words "when so appointed by the council." The former fourth paragraph of § 23 relating to the clerk's duties as assessor, was repealed April 6, 1971.

Sec. 24. Director Of Finance; Payment Of Demands; To Check Annual Tax Roll.

The city manager shall appoint the director of finance of the city, who shall serve as the general accountant of the city. He/she shall receive and preserve in his office all accounts, books, vouchers, documents and papers relating to the accounts of the city, its debts, revenues and other financial affairs. He/she shall keep an account of all moneys paid into and out of the treasury; and keep informed as to the exact condition of the treasury at all times. (4-6-1971)

Every demand upon the treasury, before its approval by the council, must be presented to the director of finance, who shall satisfy himself/herself whether the money is legally due, and its payment authorized by law. If satisfactory, he/she shall draw a warrant upon the treasury for the payment thereof. Every demand approved by the director of finance shall specify on its face the several items composing it, with the amounts and dates thereof. The approval of the council shall not be necessary to draw warrants for the payment of regular salaries of officials and employees of the city, or for payment of any obligation previously authorized by law, or by resolution or order of the council. (4-6-1971)

He/she shall render each month a statement to the council showing the financial condition of the city, and annually a like statement covering all of the financial transactions of the city during the year previous.

After the annual tax roll has been completed, and before it is deposited with the collector, the director of finance shall make a check of the roll correcting any errors that may be found and endorse same with his/her approval. (4-6-1971; 3-4-2003)

Amendment note - The first, second and fourth paragraphs of § 24 were amended April 6, 1971. Formerly the auditor was the general accountant of the city who performed the duties set out in the section.

Sec. 25. City Treasurer; Appointment; Duties; Bond.

Repealed April 6, 1971.

Sec. 26. Repealed April 2, 1963.

Sec. 27. Chief Of Police; Duties; Appointment And Removal Of Subordinates; To Make Rules And Regulations.

Repealed April 6, 1971.

Sec. 28. Fire Chief; Appointment; Duties And Powers.

Repealed April 6, 1971.

Sec. 29. Collector; Duties.

Repealed April 6, 1971.

Sec. 30. City Engineer; Powers And Duties.

Repealed April 6, 1971.

Sec. 31. Office Of Purchasing Agent Authorized; Duties Of Heads Of Offices To Submit Estimates To Agent; Duties Generally; Competitive Bidding; Preference To Local Merchants.

Repealed April 6, 1971.

Sec. 32. Street Superintendent.

Repealed April 6, 1971.

Sec. 33. Qualifications Of Health Officer; Duties.

Repealed April 6, 1971.

Sec. 34. Vacations.

Repealed April 6, 1971.

Sec. 35. Additional Duties Of Officers.

Besides the duties herein specified, all officers and boards shall perform such other appropriate duties as may be prescribed by ordinance or the general laws.

Sec. 36. Officers And Employees To Continue In Office Until Successor Elected Or Qualified.

Until the election or appointment and induction into office of the officers and employees in this charter provided for, the present officers and employees shall without interruption, continue to perform the duties of their respective offices and employments for the compensation provided by existing ordinance or laws.

Sec. 37. Resignations From Office; Candidates For Office Not Required To Resign From Other Office Prior To Appointment Or Qualification; When Resignation Effective.

Repealed April 6, 1971.

Sec. 38. Officers And Boards Having Power To Administer Oaths And Issue Subpoenas; Contempt Proceedings.

Repealed March 8, 1983.

Sec. 39. Fiscal Year.

The fiscal year of the city shall commence on the first day of July of each year, or at such other time as may be fixed by ordinance. (3-4-2003)

Sec. 40. Taxation To Conform To General Laws Of The State.

Except as otherwise herein provided the council shall, by ordinance, provide a system for the assessment, equalization, levy, and collection of taxes, which, as nearly as may be, shall conform to the system provided by the general laws of the state; provided, that all sales for delinquent taxes shall be made to the city of Porterville. Should the council fail to fix the tax rate within the time prescribed, then the tax rate of the previous year shall constitute the rate for the current year.

Sec. 41. Board Of Equalization.

Repealed March 4, 2003.

Sec. 42. Annual Tax Levy To Be Affixed.

The council, not later than its second regular meeting in August, shall fix a rate of taxation sufficient to raise the amounts established by council action pursuant to section 44. The council shall notify the county assessor who shall thereupon compute and carry out the amount of tax so levied on each parcel of property contained in the assessment roll for the city. (4-6-1971; 3-4-2003)

Amendment note - On April 6, 1971, § 42 was amended by changing the meeting date from the first regular meeting in September to the second regular meeting in August.

Sec. 43. Limitation On Tax Levy.

Repealed March 4, 2003.

Sec. 44. Limitation On Special Tax Levies; Enumeration Of Purposes For Which Special Taxes May Be Levied.

The council shall have the power to levy and collect taxes, in addition to the taxes herein or by general law authorized to be levied and collected, sufficient to pay and maintain the sinking fund of the bonded indebtedness of the city; and for the following purposes: (4-6-1971)

(a) For the support and maintenance of the fire department, for fire protection purposes, at the rate of not more than three mills on each dollar of the assessed valuation of the real and personal property within the city; (4-6-1971)

(b) For the acquisition, construction and maintenance, as the case may be, of permanent public improvements, of real property, of public buildings and structures, and of public offices, including equipping and furnishing the same, at the rate of not more than two mills on each dollar thereof;

(c) For the maintenance and support of free public libraries and reading rooms in said city, at the rate of not more than two mills on each dollar thereof.

(d) For the maintenance and support of free public parks and playgrounds in said city, at the rate of not more than two mills on each dollar thereof;

(e) For music, entertainment, and promotion, at the rate of not more than one mill on each dollar thereof. (2-5-1935; 4-5-1949)

Amendment note - The first paragraph and subsection (a) of § 44 were amended April 6, 1971. In the first paragraph the words "at not to exceed the following rates" was deleted. In subsection (a), the rate was changed from five mills to three mills and the firemen's relief fund was eliminated as a purpose.

Sec. 45. Taxes And Assessments To Constitute A Lien; Foreclosure.

All taxes and assessments levied, together with any percentages imposed for delinquency and cost of collection, shall constitute liens on the property assessed; every tax upon the personal property shall be a lien upon the real property of the owner thereof. The liens provided for in this section shall attach as of the first Monday in March each year and may be enforced by actions to foreclose such liens in any court of competent jurisdiction, or by a sale of the property affected and the execution and delivery of all necessary certificates and deeds therefor, under such regulations as may be prescribed by ordinance; provided that when real estate is offered for sale for city taxes due thereon the same shall be sold to the city in like case and manner, and with like effect and right of redemption as it may be struck off and sold to the state when offered for sale for county taxes; and the council shall have power to provide by ordinance for the procedure to be followed in such sales to the city and redemption thereafter.

Sec. 46. Disposition Of City Money.

All moneys collected for the city by any officer or department thereof shall be paid into the treasury daily if possible, and at least once each week.

Sec. 47. Application Of Surplus Bond Money.

All moneys derived from the sale of bonds, including premiums and accrued interest, shall be applied to the purposes for which the bonds were voted. After such purposes have been fully completed and paid for, any remaining surplus shall be transferred to the bond and interest redemption fund.

Sec. 48. Payment Of City Money; Expenditures And Indebtedness; Presentation Of Demands; Warrants On Treasury.

No money shall be expended on behalf of the city, for any purpose, unless and until the same shall have been authorized by a majority vote of the council; provided that following every council election, the city council may, by a majority vote, adjust the amount of money that may be expended on behalf of the city, without prior specific council authorization. (3-4-2003; 7-1-2014)

The city council, by resolution by a majority vote of the council, shall establish the maximum amount of money to be expended on behalf of the city without first requiring specific council authorization, except as otherwise provided for in this charter; provided further that said maximum amount once established by resolution shall not be adjusted until after each general council election. (7-1-2014)

No indebtedness shall be incurred on behalf of the city, for any purpose, unless and until the same shall have been authorized by resolution by a four-fifths ($\frac{4}{5}$) vote of the council; provided that following every council election, the city council may, by a four-fifths majority vote, adjust the amount of indebtedness that may be incurred, on behalf of the city, without prior specific council authorization. (7-1-2014)

The city council, by resolution approved by a four-fifths vote of the council, shall establish the maximum amount of indebtedness to be incurred on behalf of the city without first requiring specific council authorization, except as otherwise provided for in this charter; provided further that said maximum amount once established shall not be adjusted until after each general council election, and then only by resolution by a four-fifths majority vote. (3-4-2003; 7-1-2014)

Indebtedness evidenced by general obligation bonds shall be incurred by the city only if approved by the city council and authorized by the voters as required by the constitution and general laws of the state. (7-1-2014)

All demands against the city shall, before being paid, be presented to and approved by the proper board, commission or officer, as herein provided. Demands for which no appropriation has been made shall be presented to the city manager, provided, that any person dissatisfied with the refusal of the city manager to approve any demand, in whole or in part, may present the same to the council, and the approval of such demand by the council shall have the same effect as its approval by the city manager; and provided further, that if the council shall provide for other boards or commissions, it may make provision for the presentation to and approval by any such board or commission of demands for liabilities incurred by them. (7-1-2014)

The council may provide for a revolving cash fund as authorized by ordinance by four-fifths majority vote of the council; provided that effective January 1, 2004, and following every council election thereafter, the city council may, by a four-fifths majority vote, adjust the revolving cash fund. The amount shall be paid to the city manager, and used by him/her for the payment in cash, of expenditures provided for in the budgets that cannot conveniently be paid otherwise. He or she shall account to the council for all payments by him or her out of said fund when making demand for the replenishment of the same, and at such other times as the council may require, and they shall thereupon be charged against the proper appropriations. (3-4-2003; 7-1-2014)

All demands approved by the proper board, commission or officer shall be presented to the director of finance, who shall examine the same, and if the amount thereof is legally due and there remains on his books an unexhausted balance or an appropriation against which the same may be charged, he/she shall approve such demand and draw and sign his warrant on the treasurer therefor, payable out of the proper fund. Objections of the director of finance to any demand may be overruled by the council, and the director of finance shall thereupon draw his warrant as directed by the council. Such warrants, when presented to the treasurer, shall be paid by him/her out of the fund therein designated, if there be sufficient money in such fund for that purpose. A warrant not paid for lack of funds shall be registered, and all registered warrants shall be paid in the order of registration when funds are available therefor; all such registered warrants shall bear interest at the rate of six

percent (6%) per annum. The director of finance shall draw his/her warrants for payment of municipal or other bonds payable out of the funds in the treasury upon presentation and surrender of the proper bonds or coupons without approval of anybody or officer. The council may make further regulations by ordinance regarding the presentation, approval and payment of demands against the city. (3-4-2003; 7-1-2014)

Sec. 49. Monthly Financial Reports Required.

All officers required by this charter or by ordinance to submit monthly financial reports to the council, shall submit the same in duplicate, and upon their approval by the council, one of each of such duplicate reports shall be posted forthwith in the office of the city clerk in such manner as to be readily accessible to the public, and shall remain so posted until the approval by the council of the next succeeding financial report when the same procedure shall be followed in relation thereto. The council, in addition to such posting, may, in its discretion, cause any of such reports to be published at any time.

Sec. 50. Approving Illegal Claims To Forfeit Office.

Every officer who shall wilfully approve, allow or pay, any demand on the treasury not authorized by law, shall be liable to the city individually and on his/her official bond for the amount of the demand so approved, allowed, or paid, and shall forfeit his/her office and be forever disbarred from holding any position in the service of the city.

Sec. 51. Annual Budget Contents; Publication.

Not later than thirty days before the end of the city's fiscal year, the city manager shall submit to the council an estimate of the expenditures and revenues of the city departments for the ensuing year. This estimate shall be compiled from detailed information obtained from the several departments on uniform blanks to be furnished by the manager. (4-6-1971; 3-4-2003)

Sufficient copies of such estimate shall be prepared and submitted that there may be copies on file in the office of the council for inspection by the public, unless the council shall publish the same in a newspaper.

After duly considering the estimate and making such corrections or modifications thereto as shall seem advisable to it, the council shall by resolution adopt a general budget and such resolution shall operate as an appropriation of funds to the amounts and for the purposes set forth in the budget so adopted. At any meeting after the adoption of the budget, the council, by a vote of three (3) members, may amend or supplement so as to authorize the transfer of unused balances for one purpose to another purpose or to appropriate available revenues not included in the budget. (3-4-2003)

Amendment note - On April 6, 1971, the first paragraph of § 51, was amended by deleting the second sentence relating to classification of the estimated expenditures.

Sec. 51A. General Reserve Fund; Purposes.

Repealed April 6, 1971.

Sec. 52. Uniform Accounts And Reports.

Repealed April 6, 1971.

Sec. 53. Written Investment Policy.

The city manager shall recommend and the city council by resolution shall adopt a policy to govern the investment of all city monies, which policy shall be consistent with applicable state law and shall, at a minimum, provide for the investment of all monies in such a manner as to assure the preservation and safety of principal and the integrity of record keeping; identify the types of allowable investments; and provide for the safekeeping of securities. (3-4-2003)

Sec. 54. Applicability Of General Laws.

All general laws of the state applicable to municipal corporations now or hereafter enacted, and which are not in conflict with the provisions of this charter or the ordinance of the city hereafter enacted shall be applicable to the city. The council may adopt and enforce ordinances which in relation to municipal affairs, shall control as against general laws of the state.

Sec. 55. Repealed April 2, 1963.

Sec. 56. Public Library.

The free public library of the city of Porterville shall be established, conducted, carried on, managed and operated in accordance with rules, regulations and ordinances passed and adopted by the council of the city of Porterville. (4-7-1959)

Sec. 57. Park Commission; Composition; Term; Powers And Duties; Authority To Accept Donations, Legacies Or Bequests.

Repealed April 6, 1971.

Sec. 58. Pensions.

The council shall have and is hereby granted full power and authority to establish, regulate, maintain, revise and amend, a retirement, disability, death benefit and pension system, or either or any of them, for its elective and appointive officers and employees of the city of Porterville and their dependents. Authority and power is hereby vested in the city of Porterville, its council, its officers, agents and employees to do and perform any act or exercise any authority granted, permitted or required whereby the city of Porterville may fully participate in a retirement, disability, death benefit and pension system for

its employees.

A system for retirement, disability, death benefit and pension rights for employees and their dependents authorized by this section when established by the council, shall not be terminated without securing the approval of a majority of the electors of the city of Porterville at an election held therefor, except as may be permitted by applicable state law. (4-6-1971; 7-1-2014)

The city shall levy and collect taxes sufficient to pay all costs and expenses required to be paid by the city of Porterville to enable the city of Porterville to participate in any such retirement, disability, death benefit or pension system established, set up or maintained by, for or on behalf of the city of Porterville and the limitations of section forty-three of the charter of the city of Porterville, with respect to levying and collecting of municipal taxes, shall not apply to any tax authorized by this article. (4-9-1951; 4-10-1961)

Amendment note - The second paragraph of § 58 was amended April 6, 1971, by eliminating the former first sentence pertaining to employees of the Porterville Public Library.

This section shall be construed in accordance with the California constitution and shall be deemed to allow the city to create, eliminate, or modify its pension and retiree healthcare benefits to the fullest extent permitted by the California constitution and applicable law. (7-1-2014)

Sec. 59. Employment Of Certified Public Accountant To Audit City Books.

The city council shall employ a certified public accountant annually to investigate the accounts and transactions of all city officers and employees having the collection, custody or distribution of public money or property, or the power to approve, allow or audit demands on the city treasury. (2-5-1935; 4-2-1963; 4-6-1971)

Amendment note - On April 6, 1971, § 59 was amended by the addition of the word "council" following the second word of the section.

Sec. 60. Financial Interests Prohibited.

City officers and employees are prohibited from having a financial interest in any contract, sales or purchases in accordance with applicable state law. (3-4-2003)

Sec. 61. Competitive Bidding For Contract Work For Erection, Improvement And Repair Of Public Buildings, Etc., Where The Amount Is In Excess Of Five Thousand Dollars.

When a required expenditure exceeds five thousand dollars, it shall be contracted for and let to the lowest responsible bidder after notice. (4-6-1971)

As used in this section public project means a project for the erection, improvement and repair of public buildings and works; work in or about streams, embankments, or other work for protection against overflow; street sewer work except maintenance or repair; furnishing supplies or materials for any such project, including maintenance or repair of streets, sewers or water lines.

The council may reject any or all bids presented and may, at its discretion, readvertise for other bids, or, the council may, after rejecting bids, determine and declare by a four-fifths ($\frac{4}{5}$) vote of all of its members that the work in question may be more economically or satisfactorily performed by day labor, or the labor or materials purchased at a lower price in the open market and after the adoption of a resolution to this effect it may proceed to have the same done in the manner stated without further observance of the foregoing provisions of this section.

The notice inviting sealed bids shall set a date for the opening of bids; the first publication shall be at least ten (10) days before the date of the opening of the bids; shall be published at least twice not less than five (5) days apart in the official newspaper selected by the council.

In case of a great public calamity, such as an extraordinary fire, flood, storm, epidemic or other disaster, the council may, by resolution passed by a vote of four-fifths ($\frac{4}{5}$) of its members, determine and declare that the public interest or necessity demands the immediate expenditure of public money to safeguard life, health, or property, and thereupon they may proceed without advertising for bids or receiving the same, to expend, or enter into a contract involving the expenditure of any money required in such emergency, on hand in the city treasury and available for such purpose. (4-10-1961)

Amendment note - The first paragraph of § 61 was amended April 6, 1971 by increasing the amount from \$2,500.00 to \$5,000.00.

Sec. 62. Public Improvements.

The improvement widening and opening of streets, the planting, care, and maintenance of trees, and the making of any other public improvement may be done and assessments therefor may be levied in conformity with and under the authority conferred by general laws; provided, however, that the council may by ordinance adopt a procedure for the improvement and repair of streets, alleys or other public places, the laying of pipes, or conduits or for the planting, care or maintenance of trees, or for the removal of dirt, rubbish, weeds and other rank growth and materials which may injure or endanger neighboring property or the health or the welfare of inhabitants of the vicinity, from buildings, lots and grounds and the sidewalks opposite thereto and for making and enforcing assessments against property benefitted or affected thereby, or from which such removal is made, for the cost of such improvements or removal and may make such assessments a lien on such property superior to all other claims or liens thereon, except state, county and municipal taxes, but no such ordinance

shall prevent the council from proceeding under general laws for said purposes.

Sec. 63. Franchises; Limitation On Renewals.

Every franchise or privilege to construct, maintain, or operate, any means or method of transportation in or over any street, lane, alley or other public place within the city or to lay pipes or conduits, or erect poles or wires or other structures in or across any such public way or place, for the transmission of gas, electricity, or other commodity, or for the use of public property or places now or hereafter owned by the city, shall be granted under and in pursuance of the general franchises; provided, no new franchise or the renewal of any existing franchises shall be granted except upon the condition that at least two percent of the gross annual receipts derived from the use of such franchise shall be paid to the city. In all cases the applicant for a franchise shall advance the cost of advertising the same.

Every such franchise shall require the grantee thereof to agree to a joint use of its property with others, wherever practicable, and nothing herein shall be construed as prohibiting the council from requiring other conditions in granting the same not inconsistent with the constitution and general laws. No franchise or privilege so granted shall be sold, leased, assigned or otherwise alienated, without the express consent of the council given by ordinance and subject to referendum.

Sec. 64. When Franchise Required.

No person, firm, or corporation shall exercise any franchise or privilege, except to the extent he or it may be entitled to do so by the constitution of the state, or of the United States, in, upon, under, over, or along any street, public way, or public place in the city without having first obtained a grant therefor as provided in this charter and by general law.

Sec. 65. Newspaper Advertising And Printing.

The council shall advertise annually for the submission of sealed proposals or bids from newspapers of general circulation in the city, for the publication of all ordinances and other legal notices required to be published. The newspaper to whom such contract is awarded shall be known and designated as the official newspaper. The rates for publishing public notices shall not exceed the customary rates charged for publishing legal notices of a private character. (3-4-2003)

Contracts for legal advertising shall be awarded to the lowest responsible bidder, provided no contract for legal advertising shall be awarded to any newspaper except a daily newspaper of general circulation, as defined by the Government Code. (4-6-1971)

Amendment note - The first paragraph of § 65 was amended April 6, 1971 by inserting the word "legal" before the word, "advertising"; by substituting "Government Code" in lieu of "Section 4460, of the Political Code." The former third paragraph reading, "Required printed office supplies may be purchased either through bids and contract, or by purchase in the open market," was repealed April 6, 1971.

Sec. 66. Public Records; Delivery And Safekeeping Of Documents.

The public shall have access to public records kept and maintained by the city in accordance with the law. (3-4-2003)

Sec. 67. Interference With Performance Of Duties Of City Manager; Interference By City Manager In Elections.

No member of the council shall in any manner attempt to influence or coerce the city manager in the making of any appointment or the purchase of supplies in accordance with applicable state and federal law. (3-4-2003; 7-1-2014)

The council shall deal with the administrative functions of the city through the city manager. The council shall only have direct contact with the directors of the city's departments for the purpose of asking questions. (3-4-2003; 7-1-2014)

Any city council member violating the provisions of this section, or voting for a resolution or ordinance in violation of this section shall be guilty of a misdemeanor and, upon conviction, shall cease to be a council member. Additionally, any city council member violating this section may be subject to civil remedies as specified in section 74. (7-1-2014)

Section 67.1. Political Activities By Legislative And Administrative Officers, Employees.

Political activities of and campaign contributions by the city's legislative officers, administrative officers, and employees shall be governed in accordance with applicable state and federal law. All legislative and administrative officers and all city employees are prohibited from engaging in political activities during working hours. City officers and employees are prohibited from engaging in political activities at their work place. (3-4-2003; 7-1-2014)

Furthermore, city officers and employees are prohibited from engaging in political activities on city properties, provided this prohibition does not pertain to property that is otherwise open to the public for the purpose of engaging in political activities. (3-4-2003; 7-1-2014)

Sec. 68. Leases Of City Property.

In every lease of city property the basic amount of rental shall be fixed by the council.

All indentures of lease shall provide that the council may terminate the same at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee appraiser appointed by the lessee.

In the event of their failure to agree upon the market value of the improvements within thirty days from and after their

appointment, said two appraisers may appoint a third appraiser as a member of said board, and the determination of the majority of said board of appraisers, as to the market value of the improvements, shall be final and conclusive and binding on all concerned. Should the two appraisers appointed by the council and the lessee respectively, fail for forty days from and after their appointment to agree upon the market value of the improvements or to appoint a third appraiser, then upon the petition in writing of either party to any such lease, a judge of the superior court of Tulare County is hereby empowered to appoint the third appraiser upon such board; provided, however, that the council shall not terminate any such lease or repossess any such premises except for a public use and purpose; provided, further, that no lease of city property shall be made for a maximum term of more than fifty years. (4-2-1963; 4-6-1971)

Amendment note - The second paragraph of § 68 was amended April 6, 1971, by substituting "maximum term" in lieu of "term" in the last proviso clause.

Sec. 69. Inventory Of City Property.

At the time for preparing and submitting the budget, as prescribed by this charter, a complete inventory of all personal property belonging to the city shall be prepared and filed with the city clerk, and such inventory shall be submitted to the council by the city manager at the time of the submission of the annual budget. Such inventory shall be prepared under the direction of the city manager, and all chief officials and department heads of the city shall be responsible for making and transmitting to the city manager a full and correct inventory of all city personal property in their possession or under their control.

Sec. 70. Equipment.

Repealed April 6, 1971.

Sec. 71. Zoning Authorized.

The council of the city of Porterville shall have the power to establish such zoning systems within the city as may in its judgment be most beneficial, and in such zoning systems may prohibit the erection or maintenance of any class or classes of buildings within certain areas, and may classify, and reclassify the zones established. The council may also prescribe the character of materials and methods of construction of buildings erected within any zone area, and may establish setback lines as it may consider necessary and proper. (4-6-1971)

Sec. 72. Suspension Of Employees From Office And Fines.

Repealed March 8, 1983.

Sec. 73. Natural Or Other Disasters.

The city shall have in place a disaster plan, consistent with county, state and federal policies, to be implemented in the event of an emergency or disaster.

Sec. 74. Violations.

This section shall apply only if a penalty/violation is not otherwise explicitly provided for in the charter. A violation of any provision of this charter shall be a misdemeanor with maximum fines and imprisonment as allowed by law, except that such violation may be prosecuted as an infraction, at the discretion of the city attorney. (7-1-2014)

Any violation of this charter may be prosecuted in the name of the people of the state of California or may be redressed by the city through any legal or equitable remedies; including but not limited to civil action and/or injunction, or administrative citation in accordance with adopted city ordinances. To the fullest extent allowed by law, civil remedies may be utilized in addition to or as an alternative to criminal enforcement. (7-1-2014)

The city shall be authorized to recover its full costs, including reasonable attorneys' fees, for the enforcement of any violation of this charter or municipal code. The city council is authorized to adopt any necessary or appropriate ordinances to implement this section of the charter. (7-1-2014)



CITY COUNCIL AGENDA – JANUARY 20, 2026

SUBJECT: Consideration of Updated City Council Order of Business

SOURCE: City Manager's Office

COMMENT: On November 18, 2025, the City Council adopted Resolution No. 105-2025, establishing an updated Order of Business for regular City Council meetings. The changes adopted at that time were intended to improve the flow and efficiency of meetings, including relocating Council Comments near the beginning of the agenda and reorganizing informational and commission reports.

Following the implementation of these changes, the Vice Mayor requested that the City Council consider an additional amendment to include a second Council Comments section after Oral Communications. The City Council reviewed and discussed this proposal at its December 16, 2025, meeting and directed staff to return with a revised resolution updating the Order of Business for formal consideration.

Pursuant to that direction, staff have prepared the attached Draft Resolution, which rescinds Resolution No. 105-2025 and establishes a revised Order of Business. The revised Order of Business incorporates the previously adopted changes and adds a second Council Comments section following Oral Communications to allow Council Members to address matters raised by the public and improve transparency and communication during meetings.

If adopted, the updated Order of Business will be implemented beginning with the next regularly scheduled City Council meeting.

RECOMMENDATION: That the City Council adopt the Draft Resolution, rescinding Resolution No. 105-2025 and establishing a revised Order of Business for regular City Council meetings.

ATTACHMENTS:

1. Staff Report - December 16, 2025
2. Reso 105-2025_11_18_25

3. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

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



CITY COUNCIL AGENDA – DECEMBER 16, 2025

SUBJECT: Consideration of Additional Amendments to the City Council Order of Business

SOURCE: City Manager's Office

COMMENT: At the City Council meeting of November 18, 2025, the City Council adopted revisions to the Order of Business section of the City Council's Procedural Handbook to improve the flow and efficiency of meetings, including the addition of a Council Comments section near the beginning of the general session and a reorganization of informational and commission reports.

Following the implementation of these changes, the Vice Mayor has requested that the City Council consider an additional amendment to include a second Council Comments section after Oral Communications. This proposed adjustment intends to support improved communication, allow Council Members an opportunity to address matters raised by the public during Oral Communications, and promote transparency in decision-making.

As revisions to the Order of Business must be adopted by resolution, staff recommends placing this item on the January 20, 2026, agenda, where a revised resolution will be presented for consideration.

RECOMMENDATION: That the City Council approve the Vice Mayor's request to consider amending the City Council Order of Business and direct staff to place the item on the January 20, 2026 City Council meeting agenda.

ATTACHMENTS: 1. Staff Report - November 18, 2025

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

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

RESOLUTION NO. 105 - 2025

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE RESCINDING RESOLUTION 08-2023 AND
ESTABLISHING NEW ORDER OF BUSINESS TO BE FOLLOWED AT
REGULAR MEETINGS OF THE CITY COUNCIL**

Be It Resolved by the City Council of the City of Porterville that Resolution No. 08-2023 is herein rescinded.

Be It Further Resolved that the following is the order of business to be followed in conducting the regular meetings of the City Council.

- MEETING CALLED TO ORDER
- ROLL CALL
- ORAL COMMUNICATIONS (closed session items only)
- CLOSED SESSION(S)
- RECONVENE OPEN SESSION
- REPORT ON ACTION TAKEN IN CLOSED SESSION
- PLEDGE OF ALLEGIANCE
- INVOCATION
- COUNCIL COMMENTS
- PRESENTATIONS
- STAFF INFORMATIONAL REPORTS
- COMMITTEE AND COMMISSION REPORTS
- ORAL COMMUNICATIONS (on any matter of interest)
- CONSENT CALENDAR – to include:
 - Approval of Minutes
 - Claims Against the City
 - Payments on Public Works Projects
 - Authorization to Purchase
 - Authorization to Call for Bids
 - Award of Bids
 - Acceptance of Projects
 - Acceptance of Final Tract Maps
 - Annexations
 - Requests for City Services
 - Reports
 - Other Routine Matters
- PUBLIC HEARINGS
- SECOND READINGS OF ORDINANCES
- SCHEDULED MATTERS
- AB1234 REPORTS

- ORAL COMMUNICATIONS (on any matter of interest)
- COUNCIL COMMENTS
- ADJOURNMENT

PASSED, ADOPTED AND APPROVED this 18th day of November, 2025.



Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk



By: Fernando Gabriel-Moraga, Chief Deputy City Clerk

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

I, RICHARD TREE, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 14th day of November, 2025.

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

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

RICHARD TREE, City Clerk



By: _____

Fernando Gabriel-Moraga,
Chief Deputy City Clerk

RESOLUTION NO. _____ - 2026

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE RESCINDING RESOLUTION 08-2023 AND
ESTABLISHING NEW ORDER OF BUSINESS TO BE FOLLOWED AT
REGULAR MEETINGS OF THE CITY COUNCIL**

Be It Resolved by the City Council of the City of Porterville that Resolution No. 105-2025 is herein rescinded.

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- PUBLIC HEARINGS
- SECOND READINGS OF ORDINANCES
- SCHEDULED MATTERS
- AB1234 REPORTS
- ORAL COMMUNICATIONS (on any matter of interest)

- COUNCIL COMMENTS
- ADJOURNMENT

PASSED, ADOPTED AND APPROVED this 20th day of January, 2026.

Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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