



**CITY OF PORTERVILLE  
AMENDED CITY COUNCIL AGENDA  
CITY HALL, 291 N. MAIN STREET  
PORTERVILLE, CALIFORNIA  
MARCH 3, 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 54956.8 – Conference with Real Property Negotiators/Property: APN: 253-160-064, 253-160-065, 253-160-068, 253-160-069, 253-160-070, 261-125-018, 261-125-020. Agency Negotiator: Richard Tree. Negotiating Parties: City of Porterville and James Gregory Shelton. Under Negotiation: Terms and Price.

**2** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Celina Boelter v. Ochoa, Carlos Jose, et al., Tulare County Superior Court Case No. VCU316725.

**3** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Fresno Landscape Services Inc. v. Gilberto Gonzalez Jimenez; City of Porterville, Tulare County Superior Court Case No. PCU331724.

**4** - Government Code Section 54956.9(d) (2) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Four (4) Cases: 1) Three cases

in which facts are not yet known to potential plaintiffs, and 2) Letter from Attorney M. Tsai dated 02/13/2026.

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

Pledge of Allegiance Led by Council Member Green

Invocation

**COUNCIL COMMENTS**

**PRESENTATIONS**

Employee of the Month - Angel Sandoval

**REPORTS**

This is the time for all staff informational items.

- I. Staff Informational Reports
  1. Wall of Fame
  2. 2025-2026 Streets Division Self-Performance Report

**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.

**COUNCIL COMMENTS**

**CONSENT CALENDAR**

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

- 1. Approval of Draft Minutes of February 17, 2026**  
Re: Considering approval of the City Council draft Minutes of February 17, 2026.
- 2. Authorization to Repair Transit Bus Engine**  
Re: Consider authorizing the repair and overhaul of a transit bus engine by American Truck Parts in an amount not to exceed \$34,492.21.
- 3. Authorization to Repair Fire Engine Pump**

Re: Consider authorizing the repair, testing, and certification of Fire Engine #2191 by Burton Fire in an amount not to exceed \$6,808.42, funded through the Fire Operating Budget.

**4. Authorization to Issue a Request for Qualifications for On-Call Engineering and Surveying Services**

Re: Council to consider declining the second one-year extension of the existing on-call engineering and surveying consultant list, authorize issuance of a Request for Qualifications to establish a new list, and approve a temporary extension of the current list until the RFQ process is complete.

**5. Authorization to Advertise a Request for Qualifications for Planning Consultant Services**

Re: Consider authorizing staff to issue a Request for Qualifications for planning consultant services, including an on-call pool and dedicated in-house support.

**6. Authorization to Enter into a Contract to Provide a Fireworks and Drone Show at Freedom Fest**

Re: Consider the approval of expenditures for the 2026 Freedom Fest celebration, including authorization of fireworks services from Fireworks & Stage FX America, Inc. in an amount not to exceed \$50,000 and a drone show from Electric Sky in an amount not to exceed \$28,500.

**7. Authorization to Schedule Public Hearing for 2026-2027 Community Development Block Grant (CDBG) Action Plan**

Re: Consider authorizing the scheduling of a public hearing for April 21, 2026, to receive public comments on the City's proposed 2026–2027 Community Development Block Grant Action Plan.

**8. Authorization to Schedule a Public Hearing for the Ramirez Subdivision Residential Development Project**

Re: Consider authorizing the scheduling of a public hearing for March 17, 2026, to consider approval of a Tentative Subdivision Map, annexation, and adoption of a Mitigated Negative Declaration for the Ramirez Subdivision Residential Development Project located at Newcomb Street and Linda Vista Avenue.

**9. Authorization to Set a Public Hearing for Consideration of an Amendment to Porterville Development Ordinance Article 307 – Nonconforming Uses, Structures, and Lots**

Re: Consider authorizing staff to set a public hearing for April 7, 2026, to consider an ordinance amending Porterville Development Ordinance Article 307 relating to nonconforming uses, structures, and lots.

**10. Authorization to Approve Community Clean Up Events**

Re: Consider authorizing the City to host two Community Clean-Up Events in 2026 on April 18, 2026, and October 17, 2026, at an estimated total cost of approximately \$20,000, funded through the Solid Waste Operating Budget.

**11. HOME Investment Partnerships Program Applications**

Re: Consider adopting resolutions authorizing submission of joint HOME Investment Partnerships Program applications with Self-Help Enterprises and committing up to

\$1,375,000 in HOME Program Income funds in support of The Foundry Affordable Rental Housing Project.

**12. Appointment of a Representative to the Tulare County Association of Governments (TCAG) Measure R Citizens' Oversight Committee**

Re: Consider appointing Josh Flowers as the City of Porterville's representative to the Tulare County Association of Governments Measure R Citizens' Oversight Committee, subject to confirmation by the TCAG governing board.

**13. Approval of Community Civic Event Application - Porterville Chamber of Commerce "Spring Festival" Event**

Re: Consider approving a Community Civic Event Application submitted by the Porterville Chamber of Commerce to hold the "Porterville Chamber Spring Festival" on Saturday, March 28, 2026, from 10:00 AM to 3:00 PM, including temporary street and sidewalk closures along Main Street from Olive Avenue to Morton Avenue and adjacent side streets between Division Street and Second Street.

**14. Authorization for Out-of-State Travel to Washington, D.C. for Transportation Advocacy Meetings**

Re: Consider authorizing out-of-state travel for the Mayor and City Manager to Washington, D.C. from April 14 through April 18, 2026, to participate in federal transportation advocacy meetings coordinated by the Tulare County Association of Governments, with an estimated total travel cost of approximately \$7,000, subject to airfare reimbursement by TCAG.

**15. Request for Proclamation - California Arbor Week - March 7th - March 14th**

Re: Considering approval of a proclamation request to proclaim March 7th - March 14th of 2026 as "California Arbor Week" in the City of Porterville.

**16. Adoption of Resolution Approving and Ratifying Corrected Position Pay Plans for 2022**

Re: Consider adoption of a resolution ratifying corrected 2022 Position Pay Plans to ensure CalPERS compliance.

**17. Authorization to Execute Professional Services Agreement with Hartman Engineering**

Re: Council to consider the authorization to execute a professional services agreement with Hartman Engineering in an amount not to exceed \$74,925 for streamlining planning operations and development review processes.

**18. Authorization to Execute Professional Services Agreement with Graham Associates**

Re: Council to consider the authorization to execute a professional services agreement with Graham Associates in an amount not to exceed \$80,000 for economic development operations improvements.

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

**PUBLIC HEARINGS**

**19. Adoption of an Ordinance Amending Chapter 15.20 of the Porterville Municipal Code Relating to Entertainment Zones**

Re: Conduct a public hearing to receive comments and consider adoption of an ordinance amending Chapter 15.20 of the Porterville Municipal Code relating to Entertainment Zones, including designation of the Downtown area and Porterville Municipal Airport.

### **SCHEDULED MATTERS**

**20. Review of Charter Amendment Recommendations**

Re: Council to review Charter amendment recommendations and provide direction regarding further development, additional Charter housekeeping, and Committee membership.

**21. Appointment of Two City Councilmembers to Serve on the Tule River–City of Porterville Annual Payment Fund Selection Committee**

Re: Consider the appointment of two Council members to the Annual Payment Fund Selection Committee

**22. Authorization to Enter into an Agreement with Motorola Solutions for the BRINC Drone as First Responder Program**

Re: Consider authorizing an agreement with Motorola Solutions for the BRINC Drone as First Responder Program, consisting of a one-year no-cost trial period followed by a five-year subscription at \$139,998 annually, utilizing the Sourcewell cooperative purchasing contract (No. 030425-MOT), and directing staff to return in six months with a status report and recommendation.

**23. Approval of Employment and Administrative Services Agreement Between the City of Porterville and Tule East Groundwater Sustainability Agency and Establishment of Limited-Term Positions**

Re: Consider the approval of the Employment and Administrative Services Agreement with the Tule East Groundwater Sustainability Agency and establishment of three limited-term positions fully reimbursed by TEGSA.

### **AB 1234 REPORTS**

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

1. Tulare County Task Force on Homelessness - February 18, 2026
2. Library Facility Planning Committee - February 19, 2026
3. Tulare County Association of Governments (TCAG) - February 23, 2026
4. Downtown Porterville Committee - February 26, 2026

### **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 March 17, 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](http://www.ci.porterville.ca.us).



SUBJECT: 1. Wall of Fame

SOURCE: City Manager's Office

COMMENT: On an annual basis, the City of Porterville's Wall of Fame selections are announced. The Wall of Fame is a dedicated section of the east hallway in City Hall to honor and recognize individuals for their significant efforts and service to the Porterville community. The Wall of Fame honorees for 2026 are as follows:

Mayor Meister: Dale W. Anderson  
Vice Mayor McKervey: Susan Uptain  
Council Member Beltran: Catherine Capone  
Council Member Green: John G. (Jack) Lucey  
Council Member Rivas: David E. Horowitz

The 2026 honorees will be inducted into the Wall of Fame at a ceremony on Friday, March 27, 2026, beginning at 12:00 PM at Centennial Park.

RECOMMENDATION: Informational only

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:  
Donnie Moore, Deputy City Manager

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



SUBJECT: 2. 2025-2026 Streets Division Self-Performance Report

SOURCE: Public Works

COMMENT: This Staff Report provides an overview of the City of Porterville's self-performance street maintenance projects for Fiscal Year 2025/2026.

To date, the Street Department has completed 23.5 lane miles of asphalt overlays. Major streets that received overlays include:

- |                |                                  |
|----------------|----------------------------------|
| Mathew Street  | Morton Avenue to Garden Avenue   |
| Newcomb Street | Castle Avenue to Mulberry Avenue |
| Morton Avenue  | Mathew Street to Westwood Street |
| Putnam Avenue  | Plano Street to Henrahan Street  |

In the coming months, the Street Division will begin the final phase of overlays and the hot mix program. The following streets have been identified to complete the remaining 2025/2026 self-performance projects. Upon completion, the total lane miles improved this fiscal year will reach 30.

**Overlays**

- |                    |  |
|--------------------|--|
| Morton Avenue      | Second Street to Henrahan Street         |
| Newcomb Street     | Henderson Avenue to Porter Slough Bridge |
| Springville Avenue | Indiana Street to Oak View               |
| Stacie Avenue      | Ohio Street to Chess Terrace Street      |

**Hot Mix**

- |               |                               |
|---------------|-------------------------------|
| Conner Street | Olive Avenue to Morton Avenue |
|---------------|-------------------------------|

These improvements reflect the City's continued commitment to maintaining and improving roadway infrastructure through efficient in-house operations.

RECOMMENDATION: This report is informational

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:  
Robert Alvarez, Public Works Director

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



CITY COUNCIL AGENDA – MARCH 3, 2026

SUBJECT: Approval of Draft Minutes of February 17, 2026

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of February 17, 2026.

RECOMMENDATION: That the Council approve the draft Minutes of February 17, 2026.

ATTACHMENTS: 1. Draft Minutes of February 17, 2026

Appropriated/Funded:

Review By:

Department Director:  
Yuliana Andrade, Administrative Services Director

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

**CITY COUNCIL MINUTES  
CITY HALL, 291 N. MAIN STREET  
PORTERVILLE, CALIFORNIA  
FEBRUARY 17, 2026, 5:30 PM**

Call to Order at 5:30 p.m.

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

**ORAL COMMUNICATIONS**

None.

**CITY COUNCIL CLOSED SESSION:**

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 197-090-018. Agency Negotiator: Richard Tree. Negotiating Parties: City of Porterville and City of Lindsay. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.9(d) (2) – Conference with Legal Counsel – Anticipated Litigation – Significant exposure to litigation: 2 case(s) in which facts are not yet known to Potential Plaintiff.

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

City Attorney Lew reported that no reportable action had taken place during closed session.

The Pledge of Allegiance was led by Council Member Beltran.

Invocation – members of the public came forward and gave invocations.

**COUNCIL COMMENTS:**

- Council Member Beltran reported on the Tule River Parkway’s recent pop-up event promoting community use of the trails. He also shared an example of the community helping each other when Tree of Life promptly responded to correct a tangled flag at Grocery Outlet. He also referenced the tragic incident involving a young girl, Isabella, who was struck on Morton Avenue, and acknowledged the family’s decision to donate her organs to help other children. He encouraged residents to consider becoming organ donors.
- Vice Mayor McKervey reported attending several community events. He served as his family’s designated driver for the downtown Wine Hop hosted by the Chamber of Commerce, which was sold out with approximately 150 attendees. He also attended the World Ag Expo in Tulare, where he met with Undersecretary of Agriculture Luke Lindberg. Additionally, he attended an event hosted by Mothers United Against Gang Violence and

commended Mary Martinez for her leadership. The Vice Mayor also spent time at the Porterville Rescue Mission and noted the positive community engagement.

- Mayor Meister reported on recent community engagement activities, including a radio appearance, attendance at heritage and community events, and participation in the World Ag Expo. He noted his endorsement of Ian Bakke for County Supervisor District 5. The Mayor also met with developers to discuss streamlining City processes and expressed support for regulatory and permitting improvements. Additionally, he reported securing a \$100,000 donation from American Tower and a \$5,000 contribution from County Supervisor Dennis Townsend to support community projects and events.

## **REPORTS**

### I. City Commission and Committee Meetings

#### 1. Parks & Leisure Services Commission - February 5, 2026

Commissioner Arlene Pena reported on recent Parks and Recreation activities, including restoration of the Salute to the Farmer statue, updates to the Military Banner Program, ongoing fitness and youth sports programs, upcoming pool party reservations, and the scheduled Youth Fish Derby at Murray Park.

#### 2. Charter Review Committee - February 5, 2026

Chairman Shelton reported that the committee completed its assigned work, including preparation of ballot measure language for Council consideration, and confirmed that self-performed street maintenance was addressed with strong committee support. He noted the committee remains available should Council wish to refer additional items.

#### 3. Youth Commission - February 11, 2026

Youth Commissioners Zeke and Jordan Perez presented the Commission's annual goals, reported on recent volunteer activities, and provided updates on the upcoming art contest and planned community engagement initiatives, including cleanups, business support efforts, movie nights, and leadership workshops.

## **ORAL COMMUNICATIONS**

- Teresa Gonzalez, Porterville, thanked the Mayor for showing concern during power outages at Plaza de Santa Fe, and presented a list of 129 faded street signs throughout the city that need replacement.
- David Horowitz, Porterville, expressed concern about public safety issues downtown, sharing two incidents where he reported problems but felt the police dispatch didn't respond appropriately - one involving a person hanging inappropriate items from trees, and another involving a drunk individual making antisemitic threats.
- Brock Neeley, Porterville, requested that items 1, 2, 9, and 14 be pulled from the consent calendar and attempted to distribute documents related to item 21.
- Luis Gonzalez, Porterville, expressed appreciation for civic participation in the meeting and suggested a future discussion about using the armory or an alternative location for people experiencing homelessness. He also advocated for improving ADA accessibility at traffic intersections and bus stops.

- Chris, Porterville, spoke about their mission to provide supervised tent spaces as a bridge to help those experiencing homelessness, addiction, and mental health struggles.
- Alexis Espinoza, Porterville, shared her personal story of facing housing instability after escaping domestic violence, and praised the Porterville Rescue Mission for helping her clean and prepare a living space for herself and her three-year-old son.
- Jean Vafeades, Porterville, raised concerns about funding allocations, suggesting that \$50,000 of the \$100,000 from the American Tower Agreement should go to the library fund.
- Brittany Smith, a resident of the Porterville Rescue Mission, shared her personal journey of recovery from addiction, regaining custody of her son, and working toward completing her EMT studies.
- Diane Wagner, Porterville, responded to Vice Mayor McKervey's recent letter to the editor, expressing concerns about city governance, transparency, and public input.
- Jason Castle, Porterville, introduced himself as a candidate for the economic growth consultant position, highlighting his real estate experience and connections with national companies.
- Fernando Rios, Visalia, spoke in support of item 1 on the agenda, recommending that the city hire a local consultant group for streamlining planning operations.
- Karen Anderson, Porterville, expressed concerns about the city's use of "In God We Trust" on city property and vehicles, suggesting it feels less genuine when displayed so prominently. She also suggested improving transit shelter benches instead of using poles with plastic seats.
- Michael Botano, a staff member and pastor at the Porterville Rescue Mission, shared his personal story of recovery from addiction after finding the mission when he had nowhere else to go.
- Austin Slater, Porterville, criticized Mayor Meister's comments on addressing homelessness through incarceration rather than funding the armory, arguing that marginalized people should be treated with dignity as individuals made in God's image.
- Paul Saldana, from Economic Growth Strategies spoke regarding item 2, noting that although his firm is headquartered in Bakersfield, he and his colleague reside in Tulare County.
- David Olson, Porterville, suggested council members walk through different parts of the city to witness class disparities firsthand, and proposed repurposing the abandoned sheriff's station for homeless housing rather than pursuing new commercial development.
- Scott Bowler, from the Chamber of Commerce reported on the success of the Wine Walk event with approximately 150 attendees, and announced upcoming events including the Spring Festival on March 8th with over 100 vendors and a Taco Frenzy competition.
- Lee Qualls, Porterville, expressed support for holding drug users accountable, arguing that enabling continued drug use is not compassionate.
- Taha Saleh, Porterville, shared concerns about items 1 and 2 on the consent calendar, questioning the wide range of proposed costs among bidders and the process of selecting consultants.
- Former Mayor Martha A. Flores, noted the significance of February 18th, the anniversary of the library fire in 2020, recalling how the community came together during that tragedy and remembering the firefighters lost in the blaze.

- Debra Roman, Porterville, stated her belief that all faiths should be celebrated, and suggested that the city's spending priorities don't align with the Christian values of caring for the poor and marginalized.

**COUNCIL COMMENTS**

- Council Member Beltran acknowledged homelessness as a significant issue and stated that funding is insufficient to fully resolve it. He explained that rehabilitating the old courthouse would be cost-prohibitive and operationally inefficient. He encouraged community support for the Rescue Mission and navigation center through volunteerism and donations.
- Council Member Rivas reported on a visit to the Rescue Mission, commended its programs, and noted the Council had extended armory operations beyond the original timeline. He emphasized the importance of programs focused on rehabilitation and recovery.
- Vice Mayor McKervey spoke about the anniversary of the library fire and the need for community healing. He addressed public concerns regarding bus stop infrastructure, confirmed that the new library project is funded and underway, referenced prior voter approval of the City motto, and clarified that the armory was intended as a temporary measure with a transition toward faith-based partnerships.
- Mayor Meister concurred with prior comments and clarified that county funds allocated to the Police Department's SMART team support programs designed to assist individuals in transitioning off the streets.

**CONSENT CALENDAR**

Item No. 9 was pulled at the request of Mayor Meister, Item No. 14 at the request of Council Member Beltran, Item Nos. 1, 2, 16 and 17 at the request of Vice Mayor McKervey, and Item No. 10 at the request of Council Member Green.

**COUNCIL ACTION:**            MOVED by Vice Mayor McKervey, SECONDED by Mayor Meister that the City Council approve Items Nos. 3-8, 11-13, and 15. The motion carried unanimously.

3.                                    AUTHORIZATION TO FUND AND IMPLEMENT THE POLICE RADIO SYSTEM UPGRADE PROJECT

Recommendation:            That the City Council:

1. Authorize the Police Department Radio System Upgrade Project, as identified in the 10-Year Capital Improvement Plan, to be allocated in FY 2025/2026;
2. Approve the allocation of Equipment Replacement Reserve funds in the amount of \$1,556,180 for the Police Department Radio System Upgrade; and
3. Authorize staff to negotiate and finalize the project equipment list and payment schedule, including components associated with Sierra View Medical Center, prior to issuing a purchase order, consistent with the approved project budget.

Documentation: M.O. 01-021726

Disposition: Approved.

4. AUTHORIZATION TO PURCHASE PLAYGROUND SURFACING FOR FALLEN HEROES PARK

Recommendation: That the City Council authorize the purchase and installation of playground surfacing for Fallen Heroes Park from Kompan in an amount not to exceed \$169,554.75, which includes a ten percent (10%) contingency, subject to the availability of Community Development Block Grant (CDBG) Park Improvement Funds.

Documentation: M.O. 02-021726

Disposition: Approved.

5. AUTHORIZATION TO PURCHASE WATER UTILITY DATA MANAGEMENT SOFTWARE

Recommendation: That the City Council authorize the purchase of AllMax Software licenses and custom reporting services for the Water Utility Division in an amount not to exceed \$26,051, including a 10% contingency.

Documentation: M.O. 03-021726

Disposition: Approved.

6. AUTHORIZATION TO PURCHASE PLAYGROUND SHADE FOR FALLEN HEROES PARK

Recommendation: That the City Council authorize the purchase and installation of playground shade structures for Fallen Heroes Park from Ross Recreation Equipment in an amount not to exceed \$61,792, subject to the availability of Community Development Block Grant (CDBG) Park Improvement Funds.

Documentation: M.O. 04-021726

Disposition: Approved.

7. ACCEPTANCE OF GRANT DEED FOR LOMBARDI SUBDIVISION LIFT STATION

Recommendation: That the City Council:  
1. Accept the Grant Deed of Dedication from Presidio JJR Brookside 110, LLC for the Lombardi Subdivision lift station parcel;

2. Authorize the Mayor to execute the draft resolution accepting the Grant Deed of Dedication; and
3. Authorize the City Clerk to record the signed Grant Deed of Dedication.

Documentation: Resolution No. 03-2026

Disposition: Approved.

8. APPROVAL OF COMMUNITY CIVIC EVENT APPLICATION — BOYS AND GIRLS CLUBS OF THE SEQUOIAS "LOVE OUR KIDS 5K FUN RUN AND WALK" EVENT

Recommendation: That the City Council approve the Community Civic Event application submitted by the Boys and Girls Clubs of the Sequoias for the "Love Our Kids 5K Fun Run and Walk" event on April 18, 2026, at the Sports Complex, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, and Outside Amplifier Permit.

Documentation: M.O. 05-021726

Disposition: Approved.

11. AUTHORIZATION TO PURCHASE ADDITIONAL LIGHTED BUS STOP SIGN POLES

Recommendation: That the City Council authorize the purchase of twenty-four (24) additional lighted bus stop sign poles from Smart Era Lighting Systems (SELS) for the Bus Stop Sign Replacement Project in an amount not to exceed \$64,880.08.

Documentation: M.O. 07-021726

Disposition: Approved.

12. AUTHORIZATION FOR ACCESS TO STATE AND FEDERAL SUMMARY CRIMINAL HISTORY INFORMATION

Recommendation: That the City Council adopt a resolution authorizing the Human Resources Division of the Administration Department to access state and federal level summary criminal history information for employment purposes, including volunteers and contract employees.

Documentation: Resolution No. 04-2026

Disposition: Approved.

13. AUTHORIZATION TO REPAIR HVAC SYSTEM AT FIRE STATION 73

Recommendation: That the City Council approve HVAC system repairs at Fire Station 73 to be performed by EMCOR Services under the City's existing service contract, in an amount not to exceed \$18,035.

Documentation: M.O. 08-021726

Disposition: Approved.

15. AUTHORIZATION TO PURCHASE SYNTHETIC GRASS FOR THE MURRY PARK POOL DECK AND AUTHORIZATION TO ISSUE REQUEST FOR QUALIFICATIONS

Recommendation: That the City Council:

1. Authorize the purchase and installation of synthetic grass for the Murry Park pool deck from Synthetic Grass Expert in an amount not to exceed \$52,500, which includes a ten percent (10%) contingency; and
2. Authorize staff to issue a Request for Qualifications for ADA accessibility improvements at the Murry Park pool deck.

Documentation: M.O. 09-021726

Disposition: Approved.

**PUBLIC HEARINGS**

18. ADOPTION OF AMENDED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CITIZEN PARTICIPATION PLAN

Recommendation: That the City Council:

1. Conduct a public hearing to receive public testimony; and
2. Adopt the amended Community Development Block Grant (CDBG) Citizen Participation Plan.

City Manager Tree introduced the item, and Community Development Director Claudia Calderon presented the staff report.

Mayor Meister opened the public hearing at 8:19 p.m. and closed the public hearing at 8:19 p.m. when no one came forward to speak.

**COUNCIL ACTION:** MOVED by Council Member Beltran, SECONDED by Vice Mayor McKervey that the City Council adopt the amended Community Development Block Grant (CDBG) Citizen Participation Plan. The motion carried unanimously.

Documentation: M.O. 10-021726

Disposition: Approved.

19. APPROVAL OF TENTATIVE SUBDIVISION MAP FOR THE MORTON RESIDENTIAL DEVELOPMENT

Recommendation: That the City Council:

1. Conduct a public hearing to receive public testimony on the proposed Tentative Subdivision Map for the Morton Residential Development;
2. Find that the proposed Tentative Subdivision Map is categorically exempt from environmental review pursuant to CEQA Guidelines Section 15332; and
3. Adopt a resolution approving the Tentative Subdivision Map for the Morton Residential Development, subject to the conditions of approval.

City Manager Tree introduced the item and Community Development Director Claudia Calderon presented the staff report.

Mayor Meister opened the public hearing at 8:24 p.m. and closed the public hearing at 8:24 p.m. when no one came forward to speak.

COUNCIL ACTION: MOVED by Council Member Beltran, SECONDED by Council Member Green that the City Council find the proposed tentative subdivision map is categorically exempt from environmental review pursuant to CEQA Guidelines section 15332, and approve the tentative subdivision map for the Morton Residential Development subject to conditions of approval. The motion carried unanimously.

Documentation: Resolution No. 05-2026

Disposition: Approved.

20. CONSIDERATION OF AMENDED CONDITIONS OF APPROVAL FOR VILLAS AT DELLA FARMS DEVELOPMENT PROJECT

Recommendation: That the City Council:

1. Conduct a public hearing to receive public testimony regarding the proposed amendment to the Conditions of Approval for the Villas at Della Farms Development Project;
2. Find that the proposed amendment is consistent with the previously adopted environmental document and that no further environmental review is required pursuant to the California Environmental Quality Act (CEQA); and
3. Adopt a resolution approving the amended Conditions of Approval for the Villas at Della Farms Development Project.

City Manager Tree introduced the item and Interim Engineering and Project Management Director Daniel Cervantez presented the staff report.

Mayor Meister opened the public hearing at 8:27 p.m. and closed the public hearing at 8:27 p.m. when no one else came forward to speak.

**COUNCIL ACTION:**            MOVED by Council Member Rivas, SECONDED by Vice Mayor McKervey that the City Council find that the proposed amendment is consistent with the previously adopted environmental documents and that no further environmental review is required pursuant to CEQA, and approve the amended conditions of approval for the Villas at Dela Farms development project. The motion carried unanimously.

Documentation:            Resolution No. 06-2026

Disposition:            Approved.

**SCHEDULED MATTERS**

21.                    CONSIDERATION OF DONATION TO THE PORTERVILLE RESCUE MISSION

Recommendation:            That the City Council adopt a resolution authorizing a donation to the Porterville Rescue Mission from the Special Purposes Reserve Fund in an amount to be determined by the City Council.

City Manager Tree introduced the item and presented the staff report and explained that Vice Mayor McKervey requested consideration of a potential donation to the Porterville Rescue Mission at the February 4th meeting. Staff recommended that Council determine whether a donation should be made and if so, the amount to be contributed from the Special Purpose Reserve Fund.

Vice Mayor McKervey spoke in support of making a donation, noting the organization's positive impact on the community and its role in helping individuals who previously used the armory shelter. He highlighted the mission's success in transforming lives, with 73 individuals who have gone on to join the military or pursue medical careers. He recommended a \$5,000 donation with no strings attached.

Council Member Beltran disclosed that his father volunteers at the rescue mission and that he personally has donated to the organization since 2020. He suggested that the donation be similar to the reunification funding previously provided to the navigation center, and recommended a \$5,000 donation with a follow-up report in June.

Fred Beltran and Bobby from the rescue mission addressed the Council, stating they hadn't requested funding but appreciated the council's consideration. They emphasized their work would

continue regardless of receiving city funds, and expressed appreciation for the improved relationship with the city.

Council members discussed the faith-based nature of the mission, with the City Attorney clarifying that as long as the mission does not require religious participation in exchange for services funded by public money, there is no legal issue with providing a donation.

Mayor Meister expressed support for the one-time donation but noted concerns about tent cities and the mission's current location, suggesting future discussions about potentially relocating the mission to a more suitable site.

**COUNCIL ACTION:**            MOVED by Council Member Green, SECONDED by Council Member Rivas that the City Council approve a \$5,000 donation to the Porterville Rescue Mission from the Special Purposes Reserve Fund, with no strings attached. The motion carried unanimously.

Documentation:            Resolution No. 11-021726

Disposition:            Approved.

22.                            APPOINTMENT OF CITY COUNCIL MEMBER AS MEMBER REPRESENTATIVE TO THE TULE EAST GROUNDWATER SUSTAINABILITY AGENCY BOARD

Recommendation:            That the City Council appoint one member of the City Council to serve as the City of Porterville's Member Representative on the Tule East Groundwater Sustainability Agency Board.

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

**COUNCIL ACTION:**            MOVED by Mayor Meister, SECONDED by Council Member Rivas that the City Council appoint Council Member Green as the city member representative to the Tule East Groundwater Sustainability Agency Board. The motion carried unanimously.

Documentation:            M.O. 11-021726

Disposition:            Approved.

23.                            CONSIDER AN ORDINANCE AMENDING CHAPTER 15.20 OF THE PORTERVILLE MUNICIPAL CODE RELATING TO ENTERTAINMENT ZONES

Recommendation:            That the City Council:  
1. Authorize the initiation of an amendment to Chapter 15.20 of the Porterville Municipal Code to establish a Downtown Entertainment

- Zone, to be activated only in conjunction with approved Community Civic Events; and
- 2. Approve the Downtown Entertainment Zone Operating Standards to serve as the management plan governing Entertainment Zone events; and
- 3. Schedule and conduct a public hearing on March 3, 2026, to consider adoption of an ordinance amending Chapter 15.20 of the Porterville Municipal Code.

City Manager Tree introduced the item and presented the staff report which originated from a discussion in the downtown committee about allowing participants at a car show to walk around with alcoholic beverages. Staff drafted operating standards for an entertainment zone, proposing that it be limited to Main Street from Olive to Morton. The standards include hours of operation, insurance requirements, and other regulations.

Mayor Meister expressed support for the proposal and suggested adding the airport to the entertainment zone to accommodate events like car shows and air shows. Council Member Beltran suggested dividing the downtown area into two zones to better manage security needs and provide options for family-friendly areas. He also raised concerns about the cost to taxpayers for providing security and suggested that wristband fees could help offset these costs.

Vice Mayor McKervey clarified that downtown businesses serving alcohol were consulted and all were interested in participating, noting they would need temporary ABC licenses for such events.

**COUNCIL ACTION:**            MOVED by Mayor Meister, SECONDED by None that the City Council approve staff recommendations for amending Chapter 15.20 of the Porterville Municipal Code relating to Entertainment Zones, with the addition of the airport to the zoning.

AYES:            Rivas, Green, McKervey, Meister  
 NOES:            Beltran  
 ABSTAIN:        None  
 ABSENT:         None

Documentation:            M.O. 12-021726  
 Disposition:            Approved.

- 1.                    CONSULTANT SELECTION AND AUTHORIZATION TO NEGOTIATE CONSULTANT CONTRACT FOR STREAMLINING PLANNING OPERATIONS AND DEVELOPMENT REVIEW PROCESSES

Recommendation:        That the City Council:

1. Review the results of the proposal evaluation conducted in accordance with the Request for Proposals and authorize staff to negotiate a scope of services and contract not to exceed \$74,971 with the top-ranked firm, GHD, Inc. for the provision of consultant services for streamlining planning operations and development review processes; and
2. Authorize staff to negotiate a scope of services and contract not to exceed \$74,660 with Berry Dunn if staff is unable to negotiate an acceptable contract with GHD, Inc.

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

This item was pulled from the consent calendar by Vice Mayor McKervey, who recommended selecting Hartman Engineering despite their lower ranking in the staff evaluation. He emphasized the value of choosing a local company with experience in the city's permitting processes. Fernando Rios from Hartman Engineering had addressed the Council earlier, noting his eight years of experience working for the city of Porterville in the planning department.

Council Member Beltran expressed concern about selecting a firm that scored significantly lower, questioning whether the city would get a quality product for the same price. Council Member Rivas and Council Member Green voiced support for choosing a local business.

COUNCIL ACTION:            MOVED by Vice Mayor McKervey, SECONDED by Council Member Rivas that the City Council authorize staff to negotiate a consultant services agreement with Hartman Engineering for services to streamline planning operations and development review processes, within the \$75,000 budget.

- AYES:        Rivas, Green, McKervey, Meister
- NOES:        Beltran
- ABSTAIN:    None
- ABSENT:    None

Documentation:            M.O. 13-021726

Disposition:            Approved.

2.                    CONSULTANT SELECTION AND AUTHORIZATION TO NEGOTIATE CONSULTANT CONTRACT FOR ENHANCING ECONOMIC DEVELOPMENT OPERATIONS

Recommendation:        That the City Council:

1. Review the results of the proposal evaluation conducted in accordance with the Request for Proposals and authorize staff to negotiate a scope of services and contract not to exceed \$47,030 with the top-ranked firm, Hinderliter de Llamas and Associates, for the provision of

consultant services for enhancing economic development operations;  
and

2. Authorize staff to negotiate a scope of services and contract not to exceed \$75,000 with Economic Growth Strategies if staff is unable to negotiate an acceptable contract with Hinderliter de Llamas and Associates.

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

This item was also pulled from the consent calendar by Vice Mayor McKervey. Similar to the previous item, he recommended selecting a local firm, Graham and Associates, despite their lower ranking in the staff evaluation. He noted the presentation by Jason Castle earlier in the meeting and highlighted his local connections, commercial water experience, and understanding of the community. He also suggested that selecting a Visalia-based organization might help repair relationships with the county.

Council Member Beltran pointed out the inconsistency in the argument that "you get what you pay for" while choosing a lower-ranked firm for the previous item. Council Member Rivas supported the local option, stating that sometimes organizations that claim to be the best don't deliver the best results, and that someone striving to prove themselves often works harder.

COUNCIL ACTION:            MOVED by Vice Mayor McKervey, SECONDED by Mayor Meister that the City Council authorize staff to negotiate a consultant services agreement with Graham Associates for services to enhance the City's economic development operations, with negotiations at the \$80,000 budgeted amount.

AYES:            Rivas, Green, McKervey, Meister  
NOES:            Beltran  
ABSTAIN:        None  
ABSENT:         None

Documentation:        M.O. 14-021726

Disposition:         Approved.

9.                    CONSIDERATION OF A LETTER OPPOSING CALIFORNIA ASSEMBLY BILL 1421 (MILEAGE-BASED USER FEE STUDY)

Recommendation:    That the City Council:  
1. Approve a letter of opposition to Assembly Bill 1421 and authorize the Mayor to execute the letter on behalf of the City Council; and  
2. Direct the City Manager to transmit the letter to Assemblymembers who voted in favor of the bill.

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

Mayor Meister requested the city consider a formal letter opposing AB 1421, which would continue funding for a mileage-based user fee study. He noted that while the bill is framed as targeting only electric vehicles, it actually affects all vehicles including commercial, diesel, and gasoline-powered. He suggested adding language to the letter highlighting that California residents already pay the highest gas taxes and vehicle registration fees in the nation, and that the state should focus on cutting wasteful spending on projects like high-speed rail rather than seeking new taxes.

Vice Mayor McKervey noted that the tax would disproportionately affect rural communities and mentioned that local tribal leaders were also concerned about the impact. Council Member Rivas compared the proposal to previous emissions regulations that drove businesses out of California and expressed support for deregulation.

COUNCIL ACTION:            MOVED by Mayor Meister, SECONDED by Council Member Green that the City Council approve the letter opposing California Assembly Bill 1421 with the amendments suggested during the discussion. The motion carried unanimously.

Documentation:            M.O. 15-021726

Disposition:            Approved.

10.            AUTHORIZATION TO REPAIR FIRE DEPARTMENT COMMAND VEHICLE #2214

Recommendation:        That the City Council authorize Golden State Paint and Body to complete the repairs to the Fire Department command vehicle #2214 for a total cost of \$6,526.08.

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

Council Member Green pulled this item to clarify the circumstances of the damage. Fire Chief Cogburn explained that a battalion chief's vehicle was struck while parked on the side of the road with emergency lights activated as the chief was providing aid to victims of a traffic accident at Linda Vista and Highway 65.

COUNCIL ACTION:            MOVED by Mayor Meister, SECONDED by Council Member Rivas that the City Council authorize Golden State Paint and Body to complete repairs to Fire Department Command Vehicle #2214 in the total amount of \$6,526.08. The motion carried unanimously.

Documentation:            M.O. 06-021726

Disposition:            Approved.

14. AUTHORIZATION TO EXECUTE THE FIRST AMENDMENT TO THE LAND LEASE AGREEMENT WITH AMERICAN TOWER

Recommendation: That the City Council authorize the Mayor and City Manager to execute the First Amendment to the Land Lease Agreement with American Tower to extend the lease term through April 30, 2068, modify rent escalation provisions to provide for ten percent (10%) increases every five (5) years, and accept a one-time lease consideration payment in the amount of \$100,000.

City Manager Tree introduced the item and presented the staff report and explained that this item involves amending a 2008 land lease agreement for a wireless communication facility located near Fire Station 72. American Tower initially proposed a one-time payment of \$20,000 for extending the lease term, but after negotiations led by the Mayor and Vice Mayor, the company agreed to increase the payment to \$100,000.

Council Member Beltran, who pulled this item, expressed appreciation for reducing the lease extension from 50 years to 35 years and increasing the payment amount, but questioned whether allocating the funds to celebrations was the best use of the money given budget constraints. He suggested directing the funds toward the library.

Mayor Meister noted that the funds would go to the general fund and could offset spending on the monument and battleship-themed playground. Vice Mayor McKervey supported the direction, emphasizing that the money would return to the general fund.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Vice Mayor McKervey that the City Council authorize the Mayor and City Manager to execute the First Amendment to the Land Lease Agreement with American Tower to extend the lease term through April 30, 2068, and accept a one-time lease consideration payment of \$100,000.

AYES: Rivas, Green, McKervey, Meister

NOES: Beltran

ABSTAIN: None

ABSENT: None

Documentation: M.O. 16-021726

Disposition: Approved.

Vice Mayor McKervey pulled both items 16 and 17, which concerned setting public hearings for amendments to development agreements with cannabis businesses. He requested that these items go through the cannabis committee first, explaining that while the security changes seemed acceptable, he wanted to audit compliance with original agreement conditions such as local ownership requirements, local hiring practices, downtown beautification including murals, and

educational outreach efforts.

Council Member Rivas requested copies of the original proposals and agreements with signature blocks for review. Council Member Beltran noted that some of the educational outreach is conducted through funding for school resource officers.

**COUNCIL ACTION:**            MOVED by Mayor Meister, SECONDED by Vice Mayor McKervery that the City Council table items 16 and 17 until after review by the cannabis committee. The motion carried unanimously.

Documentation:            M.O. 17-021726

Disposition:            Approved.

16.                    AUTHORIZATION TO SET A PUBLIC HEARING FOR CONSIDERATION OF AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND RELATED ORDINANCE FOR COAST-TO-COAST CAREGIVERS CORP. DBA CULTURE CANNABIS CLUB

Recommendation:            That the City Council authorize the setting of a public hearing for March 3, 2026, to consider an Amended and Restated Development Agreement and a related ordinance for Coast-to-Coast Caregivers Corp. DbA Culture Cannabis Club.

Disposition:            **Item postponed to a future city council meeting.**

17.                    AUTHORIZATION TO SET A PUBLIC HEARING FOR CONSIDERATION OF AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND RELATED ORDINANCE FOR HAVEN #7 LLC

Recommendation:            That the City Council authorize the setting of a public hearing for March 3, 2026, to consider an Amended and Restated Development Agreement and a related ordinance for Haven #7 LLC.

Disposition:            **Item postponed to a future city council meeting.**

**AB 1234 REPORTS**

1. Local Initiatives Navigation Center Committee (LINC) - February 4, 2026  
Council Member Beltran reported that the LINC committee reviewed minutes and budget with no changes. The navigation center is fully operational with all beds occupied. The committee discussed the Point in Time count conducted in January to assess the homeless population and secure state funding, noting challenges with sheriff's department sweeps displacing homeless individuals just before the count. He also highlighted the ongoing

expansion at the navigation center, including construction of showers, restrooms, and a cooling/warming center with a full kitchen, expected to be completed by late summer.

### 2. Eastern Tule Groundwater Sustainability Agency JPA (ETGSA) - February 5, 2026

Council Member Green reported on the approval of an office lease agreement with Rico Property Group, discussion of non-compliant property owners and wells, and budget approval through June 2026. He noted that the ETGSA is scheduled to be dissolved potentially by the end of April 2026.

### 3. Heritage Committee Meeting - February 9, 2026

Mayor Meister reported that the daughters of American Revolution are working on a historic marker plaque for Veterans Park that will commemorate America's 250th anniversary. Porterville College students presented their design for a first responder mural on the Premium Blossom building. Additional topics included design concepts for a mural on the Earth Angel building, the painting of a patriotic fire hydrant on Main Street, and progress on the Washington Monument at Veterans Park.

The Mayor also mentioned the Flag Day committee meeting held that day, which established "250 Years of American History" as the theme and dedicated the event to Judy May, who started Flag Day 45 years ago with the Porterville Emblem Club.

## **ORAL COMMUNICATIONS**

- Jean Vafeades, Porterville, expressed disappointment that the Council did not allocate the \$100,000 from American Tower to the library, urging YouTube viewers to get involved and advocate for library funding.
- Diane Wagner, Porterville, expressed concern about the RFP process used for consultant selection, noting that companies invest time and money in responding only to have Council ignore the ratings. She also questioned the decision to spend \$1.5 million on encrypted radio equipment when state law does not require encryption, asking whether alternatives were considered.
- Luis Gonzalez, Porterville, commented on the Porterville Rescue Mission's refusal of the donation, suggesting it indicated a lack of trust in the city, though the Council ultimately approved the donation anyway.
- Taha Saleh, Porterville, suggested that the Council prioritize customer service and expressed concerns about the consultant selection process, questioning why lower-ranked firms were chosen. He also suggested the \$100,000 from American Tower should go into the general budget rather than toward celebrations.
- Adrian Moraga, Porterville, thanked the council for their votes and provided an update on the national anthem for the upcoming Flag Day event.
- Lee Qualls, Porterville, spoke about the gravity of drug overdoses in Tulare County and California, advocating for a focus on corrective help and recovery programs.

**OTHER MATTERS**

- Council Member Rivas reported that there were 61 opiate-related deaths in Tulare County in 2023, and nearly 12,000 overdose deaths statewide in a single year. He also responded to earlier comments about his communication style, acknowledging he would try to be more mindful of his tone.
- Council Member Beltran expressed concern about the RFP process and potential consequences for future proposal submissions if Council continues to override staff recommendations. He announced upcoming events, including a little library dedication ceremony on February 17th at 1 PM at 466 East Putnam honoring Captain Figueroa and Firefighter Jones, and a February 27th fundraiser in Exeter benefiting the Porterville Rescue Mission
- Vice Mayor McKerverey clarified several points from public comments, emphasizing that the city is working with the community to address homelessness, that the library is fully funded and in process, and that the city's "In God We Trust" motto was overwhelmingly approved by voters in 2008. He also explained that the armory shelter was always intended to be temporary and that the radio encryption was necessary for communication with other police agencies
- City Manager shared upcoming meetings, including a February 20th meeting with Congressman Fong to discuss airport expansion and public safety, and committee meetings scheduled for the following week. He defended staff's work on reports and negotiations, particularly noting efforts to secure better pricing on the radio equipment.

**CLOSED SESSION**

None.

**ADJOURNMENT**

The Council adjourned at 10:28 p.m. to the meeting of March 3, 2026, at 5:30 p.m.

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Fernando Gabriel-Moraga,  
Chief Deputy City Clerk

SEAL

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Greg Meister, Mayor



**SUBJECT:** Authorization to Repair Transit Bus Engine

**SOURCE:** Transportation

**COMMENT:** Transit Bus No. 8190 is an active fixed-route transit bus currently in service that has experienced extensive engine wear requiring a complete engine overhaul. The bus is equipped with a Cummins engine, which must be repaired by an authorized Cummins service provider to ensure proper workmanship and compliance with manufacturer standards.

Staff recommends utilizing American Truck Parts, the nearest authorized Cummins repair facility. Selecting a local authorized service provider reduces vehicle downtime and avoids additional towing and transportation costs that would be incurred if the vehicle were sent to an out-of-area facility. Use of a local vendor also supports local business while providing the most cost-effective repair option.

The estimated cost of the engine overhaul is \$31,356.55. Including parts, labor, applicable taxes, and a 10% contingency, the total authorization requested is \$34,492.21.

Funding for this repair is available in the Transit Fixed Route operating budget.

**RECOMMENDATION:** That the City Council authorize the repair of the Transit Bus Engine by American Truck Parts at a cost not to exceed \$34,492.21.

**ATTACHMENTS:** 1. Estimate 8190

**Appropriated/Funded:**

**Review By:**

Department Director:  
Russell Isom, Director of Transportation

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

# AMERICAN TRUCK, LLC.

19229 Ave. 152 Porterville, CA. 93257

Tel: (559) 781-2706

Fax: (559) 781-6198

Cust #: 2992

Customer: CITY OF PORTERVILLE  
291 NORTH MAIN STREET  
PORTERVILLE, CA 93257

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

ESTIMATE

Estimate

EST543

Invoice Date: 02-09-26

559 782-7456

Tax ID:

Tax ID Date:

Page 1 of 2

Year	Make / Model	VIN	License	Mileage	Unit / Stock	Authorization
	/					#AUTH#
Open Date / Time	Delivery Date	Delivery Mileage	Engine Hours	Reefer Hours	Standby Hours	P.O. Number
02-05-26 / 09:21AM			0.0	0.0	0.0	
Complete	Engine Model / Serial #	Transmission Model/Serial #	Key Tag	Service Writer		
	/	/			SH*SH	
Memo						

1	Per form in frame on unit as per customer request		65.00	
	X:141468	1	EGR KIT 4376312 CUMMINS	2746.50
	X:040037	12	CYLNDAR HEAD BOLT 3917729	105.00
	X:040036	14	CYLNDAR HEAD BOLT 3917728	98.98
	X:162016	6	LINER SHIM 3917728	150.60
	X:162013	6	LINER SHIM 3924446	127.74
	X:171821	1	3945917 cummins (bearing kit)	115.53
	X:040175	12	3944679 cummins	183.96
	X:040028	12	3901448 cummins manifold screw	40.68
	X:192136	1	shaft clamp cummins 3901693	9.32
	X:040062	4	cummins turbo nut 3818824	15.44
	X:131871	1	egr valve gasket cummins 493876	7.29
	X:181890	1	thermostat	39.94
	X:5449240	1	oil pump	418.61
	F:P537447	1	CLEANER-AIR	238.11
	X:2417C	12	Brakleen	48.12
	X:82180	1	Ultra Black RTV Silicone Gaske	6.11
	X:577.59504	1	Coolant Level Sensor Kenworth	65.88
	X:P554071	1	coolant filter	16.54
	X:P554074	1	coolant filter	28.68
	X:M90177	6	Liner O-Ring Seal Cummins ISC	25.02
	X:P-7849	12	PRESTONE COMMAND RED ELC	142.56
	C:5633625	1	KIT,OVERHAUL	5068.20
	X:5626390	6	ignition coil extension	1249.98
	X:5626388	6	IGNITION COIL	2278.02
	X:4921483	1	prs temp sensor cummins	532.49
	X:238916	1	radiator oem	1983.92
	X:OIL & GREASE	9	OIL & GREASE	168.75
	X:5327340	1	Turbo	2261.11
	X:3794375	1	VGT	1527.78

Shop Supplies 25.00  
Hazardous 25.00

Labor 10075.00

WARRANTY: AMERICAN TRUCK, LLC. WARRANTS THAT IT WILL REPLACE OR REPAIR ANY PARTS FOUND TO BE DEFECTIVE WITHIN A PERIOD OF 90 DAYS FROM DATE OF INSTALLATION. THE OBLIGATION UNDER THIS WARRANTY STATUTORY OR OTHERWISE, IS LIMITED TO THE REPLACEMENT OR REPAIR OF PARTS FOUND TO BE DEFECTIVE UPON INSPECTION AT AMERICAN TRUCK, LLC. SHOP. AMERICAN TRUCK, LLC. SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES ARISING OUT OF THE FAILURE OF PARTS TO OPERATE PROPERLY NOR THE COST OF LABOR OR TRANSPORTATION CHARGES IN CONNECTION WITH THE REPLACEMENT OF DEFECTIVE PARTS. NO EXPRESS, IMPLIED OR STATUTORY WARRANTY OTHER THAN HEREIN SET FORTH IS MADE OR AUTHORIZED BY THE MANUFACTURER. A FINANCE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ALL PAST DUE ACCOUNTS. SHOULD COLLECTION BECOME NECESSARY BY SUIT OR OTHERWISE, THE CUSTOMER SHALL BE LIABLE FOR REASONABLE ATTORNEY'S FEE'S AND COSTS OF COLLECTION OR SUIT. JURISDICTION SHALL BE IN FRESNO, KERN OR TULARE COUNTY, CA.

RECEIVED BY: \_\_\_\_\_

**Work Order  
EST543**

IBS #: #IBS#  
Page 2 of 2

Invoice Date: 02-09-26

<b>Year</b>	<b>Make / Model</b>	<b>VIN</b>	<b>License</b>	<b>Mileage</b>	<b>Unit / Stock</b>	<b>Authorization</b>
	/					#AUTH#
<b>Open Date / Time</b>	<b>Delivery Date</b>	<b>Delivery Mileage</b>	<b>Engine Hours</b>	<b>Reefer Hours</b>	<b>Standby Hours</b>	<b>P.O. Number</b>
02-05-26 / 09:21AM			0.0	0.0	0.0	
<b>Complete</b>	<b>Engine Model / Serial #</b>	<b>Transmission Model/Serial #</b>			<b>Key Tag</b>	<b>Service Writer</b>
	/	/				SH*SH
<b>Memo</b>						

Parts	19532.11
Standard Mt1	25.00
Oil & Grease	168.75
Hazardous Waste	25.00
Sales Tax	1530.69
<b>Total</b>	<b>31356.55</b>

WARRANTY: AMERICAN TRUCK PARTS, LLC. WARRANTS THAT IT WILL REPLACE OR REPAIR ANY PARTS FOUND TO BE DEFECTIVE WITHIN A PERIOD OF 90 DAYS FROM DATE OF INSTALLATION. THE OBLIGATION UNDER THIS WARRANTY STATUTORY OR OTHERWISE, IS LIMITED TO THE REPLACEMENT OR REPAIR OF PARTS FOUND TO BE DEFECTIVE UPON INSPECTION AT AMERICAN TRUCK PARTS, LLC. SHOP. AMERICAN TRUCK PARTS, LLC. SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES ARISING OUT OF THE FAILURE OF PARTS TO OPERATE PROPERLY NOR THE COST OF LABOR OR TRANSPORTATION CHARGES IN CONNECTION WITH THE REPLACEMENT OF DEFECTIVE PARTS. NO EXPRESS, IMPLIED OR STATUTORY WARRANTY OTHER THAN HEREIN SET FORTH IS MADE OR AUTHORIZED BY THE MANUFACTURER. A FINANCE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ALL PAST DUE ACCOUNTS. SHOULD COLLECTION BECOME NECESSARY BY SUIT OR OTHERWISE, THE CUSTOMER SHALL BE LIABLE FOR REASONABLE ATTORNEY'S FEE'S AND COSTS OF COLLECTION OR SUIT. JURISDICTION SHALL BE IN FRESNO, KERN OR TULARE COUNTY, CA.

RECEIVED BY : \_\_\_\_\_



**SUBJECT:** Authorization to Repair Fire Engine Pump

**SOURCE:** Transportation

**COMMENT:** Fire Engine #2191 is experiencing pump performance issues, including leakage and a loss of pressure, which affects the apparatus's operational readiness. To restore the pump to proper working condition and ensure compliance with required performance standards, the unit requires disassembly, replacement of internal seals, and testing by a certified repair facility.

Staff obtained a repair estimate from Burton Fire, which is the nearest certified facility qualified to perform the necessary pump repairs and testing. The attached estimate for the repairs totals \$6,189.47, and staff is requesting authorization to proceed with the repairs at a not-to-exceed amount of \$6,808.42, which includes a 10% contingency to cover any unforeseen expenses that may arise during disassembly, repair, or testing of the pump.

Completing the repairs will return the apparatus to full operational readiness and ensure it remains compliant with required fire pump performance standards.

**RECOMMENDATION:** That the City Council authorize the repair, testing, and certification of Fire Engine #2191 by Burton Fire in an amount not to exceed \$6,808.42.

**ATTACHMENTS:** 1. Pump Estimate #2191

**Appropriated/Funded:**

**Review By:**

Department Director:  
Russell Isom, Director of Transportation

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





Burton's Fire  
 1301 Doker Dr., Modesto, CA 95351  
 PARTS DEPT: 209-846-7400  
 OFFICE/SHOP: 209-544-3161  
 WWW.BURTONSFIRE.COM

**ESTIMATE  
 ONLY  
 DO NOT  
 PAY**

**Estimate** E 12896  
**Date** / /  
**Date Open** 02/12/2026

**FREIGHT IS ESTIMATED ONLY**

**Page:** 1 of 1

**Sold To :** 100-1303

**Ship To :** 100-1303

Porterville Fd, City Of  
 291 N. Main St  
 555 N Prospect  
 Porterville Ca 93257

Porterville Fd, City Of  
 291 N. MAIN ST  
 555 N Prospect  
 Porterville Ca 93257

**Ordered By:** Nick Saucedo

Written By Ldurham	Terms CHG	Time 13:42:10	Customer Po # P1702553	Phone 559-310-4027	Ship Via None	Tracking #	
Unit # E71	Plate #	Year	Make Rosenbauer/hm	Model Pumper	Mileage/Hrs 0/0.0	VIN 4s7ct9g05tc019255	Engine

Qty	Description	List Price	Price	Amount
24.00	Replace fire pump inboard and outboard mechanical seals		185.000	4440.00
1.000	WATK 1252 KIT MECH SEAL CX	688.000	596.270	596.27
			SubTotal	5036.27
1.000	VEHICLE TRANSPORT CHARGE		400.000	400.00
35.00	GEODIESEL DIESEL FUEL GAL.	7.150	6.730	235.55
			SubTotal	635.55
2.500	Pump Test: post-repair certification test Perform pump testing and dry vac test per NFPA. All units to be tested are less than 2,000 Gpm unless otherwise noted.		185.000	462.50
			SubTotal	462.50

All returns must be accompanied by the original invoice. No returns on electrical components.  
 Special Orders or NON-Stock parts returns are subject to a 20% re-stock Fee.  
 Material surcharges may apply to certain components.

Parts..... 596.27  
 Labor..... 5302.50

Resale# 240865120-00001 Fed-ID# 39-4800123

FRT CHARGE & FRT PPI are non taxable. FRT INCOMING is taxable.  
 MIL-MILEAGE, LOD-TRAVEL, AND GEO DIESEL, EPA SURCHARGE are non taxable.

Fuel/Oil..... 235.55  
**Sub Total** 6134.32  
 Tax..... 55.15

THIS INVOICE IS DUE IN 30 DAYS.  
 ESTIMATES VALID FOR 30 DAYS UNLESS OTHERWISE NOTED.  
 THANK YOU FOR YOUR BUSINESS. COME BACK AGAIN.

**Verify SalesTax**

Authorized By \_\_\_\_\_

**TOTAL DUE 6189.47**

OUR PRICING DOES NOT INCLUDE CHARGES FOR TARIFF CHARGED BY OUR VENDORS.  
 REQUIRED TARRIF CHARGES WILL BE ADDED TO YOUR INVOICE ONCE WE RECEIVE OUR INVOICE FROM OUR VENDORS.



**SUBJECT:** Authorization to Issue a Request for Qualifications for On-Call Engineering and Surveying Services

**SOURCE:** Engineering and Project Management

**COMMENT:** At its meeting on April 19, 2022, the City Council authorized the establishment of an on-call list of pre-qualified engineering and surveying consultants. The list was approved for an initial three-year term with two possible one-year extensions to provide the City flexibility and efficiency in procuring professional services for capital and infrastructure projects.

On April 15, 2025, the City Council authorized the first of the two allowable one-year extensions. The current consultant list is scheduled to expire on April 19, 2026.

Rather than exercising the second one-year extension, staff recommends issuing a new Request for Qualifications to establish an updated pool of engineering and surveying consultants. Issuing a new RFQ will allow the City to ensure the consultant pool reflects current market conditions, provide opportunities for additional qualified firms to compete, update areas of expertise and service capacity, and align consultant selection with the City's current capital and infrastructure priorities.

To maintain continuity of services while the RFQ process is completed, staff proposes a temporary extension of the existing consultant list solely for the duration necessary to complete the qualification process and bring recommended agreements back to Council.

Issuing a new RFQ at this time will allow the City to maintain flexibility while ensuring the consultant pool remains competitive, current, and aligned with future project needs.

**RECOMMENDATION:** That the City Council:

1. Decline to authorize the second one-year extension of the existing on-call engineering and surveying consultants list;
2. Authorize staff to issue a Request for Qualifications to establish

a new on-call engineering and surveying consultants list; and  
3. Authorize a temporary extension of the current consultant list solely until the RFQ process is completed and new agreements are brought back for Council approval.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Daniel Cervantez, Engineering and Project Management Director

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



SUBJECT: Authorization to Advertise a Request for Qualifications for Planning Consultant Services

SOURCE: Community Development

COMMENT: To enhance service delivery, improve responsiveness, and maintain predictable processing timelines, staff is proposing a revised consultant strategy for planning services.

While on-call consultant pools provide flexibility for larger projects and specialized planning efforts, day-to-day development review and public counter needs require more consistent and immediate availability. In addition, certain funding sources impose procurement requirements that may limit the ability to rotate work among multiple firms or delay issuance of task orders.

To address these operational realities, staff proposes a hybrid model consisting of:

1. A Request for Qualifications to establish an on-call pool of planning consultants for larger, project-based assignments and specialized studies; and
2. Solicitation of a dedicated consultant to provide consistent in-house planning support for a defined number of hours per week to assist with development review, public inquiries, and daily planning activities.

This approach will allow the City to improve turnaround times for routine planning matters, maintain consistent service levels for the public, preserve continuity and institutional knowledge, and continue to utilize on-call firms for larger or funding-constrained projects.

Following the qualification process, staff will return to City Council with recommended professional services agreements and any necessary budget actions. When applicable, consulting services may be funded through applicant deposits in addition to existing Community Development resources.

RECOMMENDATION:

That the City Council authorize staff to:

1. Advertise and release a Request for Qualifications to establish an on-call pool of planning consultants; and
2. Solicit proposals for dedicated in-house planning consultant services to provide defined weekly support for day-to-day planning operations.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Claudia Calderon, Community Development Director

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



**SUBJECT:** Authorization to Enter into a Contract to Provide a Fireworks and Drone Show at Freedom Fest

**SOURCE:** City Manager's Office

**COMMENT:** The inaugural Freedom Fest community event took place in 2011. Freedom Fest has grown over the years to an estimated annual attendance of around 10,000. Event activities include music, family entertainment, food, craft and information booths, a spray zone, and a fireworks show. Now approaching its fourteenth year, City Council has directed staff to facilitate a more spectacular and unique show this year to celebrate America's 250th anniversary, and the City's 100th anniversary of being a charter city. The special addition to the evening will be a drone show prior to the fireworks show.

Staff is requesting that Council approve the expenditure of \$50,000 to Fireworks & Stage FX America, Inc. for the fireworks show portion of the 2026 Freedom Fest. Council's approval will allow staff to issue a purchase order to secure their services. Quotes were solicited from two other fireworks vendors. Garden State Fireworks did not have an available pyrotechnic operator in California on the day of the event, and Pyro Spectaculars did not respond to a booking inquiry.

The drone shows function by programming a fleet of drones to follow specific flight paths and exhibit various colors and patterns with their onboard LED lights. Drones transform the night sky into an immersive storytelling canvas. Each show is fully choreographed and synchronized to music. City staff solicited quotes from drone show companies based on a 200-drone show lasting approximately fourteen minutes with an estimated 10-14 animations. Quotes for the drone show were as follows:

Electric Sky \$28,500  
Sky Elements \$90,000  
Skyworx \$90,000

Electric Sky has produced large-scale aerial performances across the U.S. for cities, festivals, major brands, and world-renowned artists. Electric Sky manages every element in-house — from concept development, 3D animation

design, and FAA flight planning to on-site logistics and show execution. Every show is treated as a signature production crafted to reflect the client's theme, event identity, and audience experience.

A 50% deposit is required to execute the fireworks and drone show contracts for services. Regarding indemnification, the vendors will be required to add the City as an additional insured to their liability coverage. The expenditures for the fireworks and drones will come out of the General Fund's Freedom Fest account, which has been budgeted for in anticipation of this year's special anniversary celebrations.

RECOMMENDATION: That the City Council:

1. Authorize progress payments up to one hundred percent (100%) of the contract amount of \$50,000 to Fireworks Stage & FX America
2. Authorize progress payments up to one hundred percent (100%) of the contract amount of \$28,500 to Electric Sky; and
3. The contract provisions to both contracts are subject to the City Attorney's approval, including requiring the two vendors to add the City of Porterville on to its liability coverage as an additional insured.

ATTACHMENTS:

1. Fireworks Quotes
2. Drone Quotes

Appropriated/Funded:

Review By:

Department Director:  
Donnie Moore, Deputy City Manager

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

# City of Porterville



Presents

**Celebrate Freedom**  
**A Fireworks Extravaganza**  
**July 3rd, 2026**

Produced by



"The Difference Is Quality"

**City of Porterville**  
**Celebrate Freedom**  
**July 3rd, 2026**

**Announcement Barrage**

Program A

Aerial Titanium Salutes	
3"	20
Color & Multi-Color Finale Shells	
3"	20

**Aerial Grand Finale**

Program A

Color & Multi-Color Finale Shells	
2.5"	200
3"	230
4"	36
Aerial Titanium Salutes	
3"	200
Finale Crown	
5"	12
6"	4

**Aerial Show Presentation**

Color & Multi-Color Aerial Shells	
3"	90
4"	70
5"	16
6"	10
Flitter, Glitter, Electric Color & Color Changing Shells	
3"	90
4"	60
5"	16
6"	8
Distinctive & Unique Aerial Shells	
3"	60
4"	50
5"	16
6"	6
Premium Aerial Shells	
3"	30
4"	16
5"	12
6"	4

**Grand Totals**

Aerial Shell Counts	
2.5"	200
3"	750
4"	232
5"	72
6"	32
Units of Fire (from Bombardments)	
	<b>6538</b>
Total Aerial Shell Counts	
	<b>7824</b>

**Bombardments**

**Multiple Shot Barrages:** provide fabric and texture to your display keeping an excellent and exciting pace.

**Total Shots      6538**

**Program Price**

**Total Program Price Inclusive of Insurance, Operator and Transportation**

**Cost            \$50,000**



# Fireworks America Products

## "The Difference Is Quality"

Fireworks America has sought to affiliate itself with world renown-award winning manufacturers, both foreign and domestic. In every show you will find only the highest quality of products, designs, and variety which will far surpass those of our competitors.

### Product Definitions Are:

**Standard:** Aerial Shells include: One color products and multiple colored products such as Chrysanthemums, Peonies, Hearts, Rings, Red, Green, Blue, Yellow, Purple, Orange, Variegated, etc. Our variety is unmatched and as such we can guarantee over 40 varieties in this category.

*Compare to our competitors "Color", "Fancy", some "Extra Fancy", "Standard" or "Japanese Style Deluxe" Shells.*

**Classic:** Aerial Shells include: Flitter, Glitter, Electric Color, Color Changing Transformation, Penny Glitter, Glitter & Color, Magnesium Red Electric, Red to Blue, Comets, etc. Our variety is unmatched and as such we can guarantee over 50 varieties in this category.

*Compare to our competitors "Extra Fancy", "Floral", "Classic" or "Japanese Style Super Effect" Shells*

**Select:** Aerial Shells include: Distinctive and Unique Aerial Shells such as Spiders, Multiple Reports, Strobes, Multiple Effect Shells, Domestic Glittering Comets, Double Hearts, Crackling Effects, Double Ring Shells, Saturn Shells, Tourbillion Shells, Waterfalls, Special Pattern Shells, Weeping Willow Shells, Shell of Shells, Coconut Palms, and Serpentine Shells, etc..

*Compare to our competitors "Special" or "Japanese Style Special Effect" Shells.*

**Premium:** Aerial Shells include: Crossettes, Serpents, Whistles, Whistles and Reports, Serpents and Strobes, Fish and Whistles, Tourbillions to Reports, Thunder and Rainbow, Serpents and Stars, Nishiki Kamuros, and many other American Made Specialty Shells.

*Our competitors cannot compare with our Domestically-Made Superstars.*



**July 3rd, 2026**  
**Show Concept, Services List,**  
**and Miscellaneous Details**

**Services List:**

**Fireworks America to Provide:**

- 1) Permit Filings as Required
- 2) Storage and Delivery of Fireworks
- 3) All Equipment to produce the Display
- 4) Insurance Aggregate amount of \$10,000,000 (Combined Single Limits)
- 5) Worker's Compensation Insurance (Statute)

**July 3rd, 2026 to Provide:**

- 1) A Suitable Firing Site
- 2) Adequate Security for Firing Site
- 3) Permit Fees, if req'd
- 4) Standby Firefighter Fees, if req'd
- 5) Sound System and Playback
- 6) Adequate Permit Times as listed below.

**Minimum Time Required**

Fireworks America will provide permitting services on your behalf. There are minimum times required to pull these permits. Contracts and deposits must be signed and back to us prior to starting these services. Here are the **minimum permit times.**

Land Based Shows based require a minimum of **30 days** to permit based on Local and State Ordinance, FAA and other requirements.

Please plan your show accordingly.

**Operators and Assistants:**

Fireworks America will provide the services of a State Licensed Pyrotechnic Operator and experienced crew to fire your display. The entire crew will be covered under Fireworks America's Worker's Compensation Insurance.

**Payment Terms:**

50% deposit is due on Contract Execution, Balance Net 10 days after display.

**Method of Discharge:**

The show will be fired Manually / Hand Fired.



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**Re: Fireworks Display- 2026 Porterville Freedom Fest**

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**From** info <info@gardenstatefireworks.com>  
**Date** Wed 1/21/2026 8:15 AM  
**To** Amy Graybehl <agraybehl@ci.porterville.ca.us>

Caution! This message was sent from outside your organization.

Good Morning Amy,

Thank you for your interest in our company to preform your Freedom Fest Fireworks Display. Unfortunately, we are fully booked from July 3rd through July 5th. I would be happy to submit a proposal to you for the 2nd, 6th, or any other day of your choosing. Thank you again, I look forward to hearing back from you.

Regards,  
August Santore  
Vice President  
Garden State Fireworks, Inc.  
(908) 647-1086

---

**Book a Fireworks Show -- Website Inquiry ID#: 19338**

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**From** Pyro Spectaculars <no-reply@pyrospec.com>

via us-west-2.amazonaws.com

**Date** Wed 1/21/2026 10:22 AM

**To** Amy Graybehl <agraybehl@ci.porterville.ca.us>



## Pyro Spectaculars Inquiry Form

Thank you for your message. A member of the Pyro Spectaculars team will contact you shortly to follow up on your inquiry. If you need immediate assistance, please call us 888-477-PYRO. We look forward to speaking with you.

Best wishes,

Pyro Spectaculars

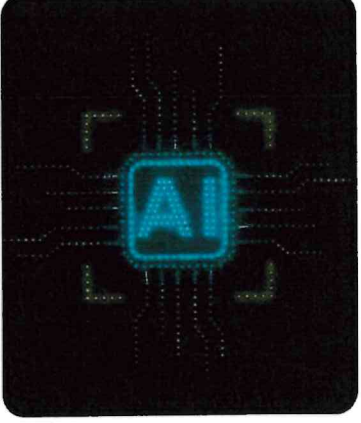
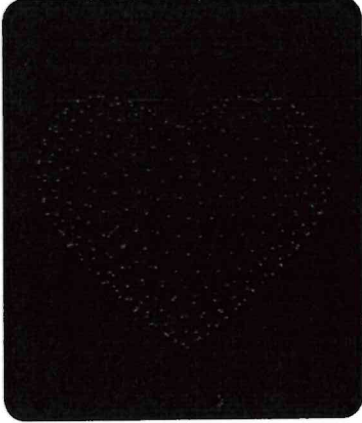
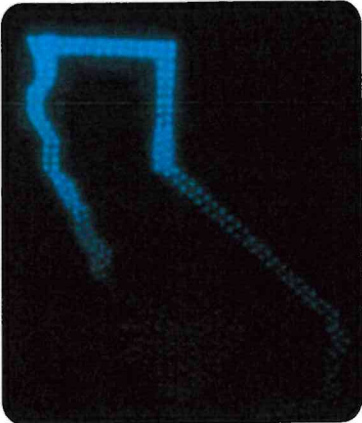
## Details of Submission

<b>How can we help you today?</b>	Book a Fireworks Show
<b>Name</b>	Amy
<b>Last Name</b>	Graybehl
<b>Organization</b>	City of Porterville
<b>Your Email</b>	agraybehl@ci.porterville.ca.us
<b>Your Phone Number</b>	559-782-7521
<b>What is the Expected Date of Your Event?</b>	July 3, 2026
<b>What is the Location of Your Event?</b>	2701 W Scranton Ave., Porterville, CA 93257
<b>How did you hear about us?</b>	Other
<b>Your Message To Us</b>	The City of Porterville is currently seeking proposals for the 2026 Porterville Freedom Fest fireworks show happening on July 3. If your company is interested in being considered as the fireworks vendor, we welcome your proposal and appreciate your time in reviewing our request.

© Pyro Spectaculars, Inc.



**100<sup>TH</sup> YEAR ANNIVERSARY**



**CAI City Discount**

**200**

**Included items**

- 12-14 MINUTE PERFORMANCE
- 10-14 ANIMATIONS PER SHOW
- CUSTOM SHOW DESIGN
- CUSTOM MUSIC TRACK
- AERIAL VIDEOGRAPHY
- 1 SOCIAL MEDIA EDIT POST EVENT RECAP

~~\$25,000~~

**\$28,500**

**300**

**Included items**

- 12-14 MINUTE PERFORMANCE
- 10-14 ANIMATIONS PER SHOW
- CUSTOM SHOW DESIGN
- CUSTOM MUSIC TRACK
- AERIAL VIDEOGRAPHY
- 1 SOCIAL MEDIA EDIT POST EVENT RECAP

~~\$37,500~~

**\$32,500**

**400-500**

**Included items**

- 12-14 MINUTE PERFORMANCE
- 10-14 ANIMATIONS PER SHOW
- CUSTOM SHOW DESIGN
- CUSTOM MUSIC TRACK
- AERIAL VIDEOGRAPHY
- 1 SOCIAL MEDIA EDIT POST EVENT RECAP

~~\$50,000-\$62,500~~

**45,000-57,500**

**\*\*Typically a 50% deposit is due at contract signing to secure your event date and allow us to begin preparations for your drone show. The remaining 50% is due 72 hours before the event to ensure everything is finalized and ready for a seamless experience.**

**\*\*The number of animations in your drone show depends on how long you'd like each animation to be displayed. For example, shorter display times allow for more animations within the show, while longer display times reduce the total number of animations. Average is 10-14 custom animations**

# Cost Proposal for Porterville, California

## Show Overview

Client/Show Name:	Porterville
Show Date(s):	July 3, 2026
Show Location:	Porterville
Primary Contact:	Donnie Moore

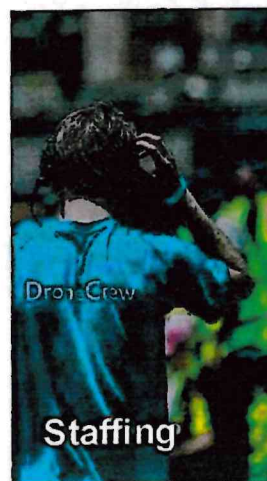
Pricing	\$300 per drone with 150 drone minimum
Pyro Addition	\$300 per drone with \$20,000 minimum commitment

- Additional consecutive show discount available
- Pricing is based upon availability
- All details pertaining to the Skyworx Drone Show, including but not limited to pricing, shall remain confidential. This agreement is mutually acknowledged by both parties and serves to safeguard the procedures involved in the execution of Drone Shows, LLC

# Drone Show Pricing

	<b>Good</b>  100 Drones	<b>Better</b>  200 Drones	<b>Best</b>  300 Drones
Single Drone Show Pricing	\$ 30,000	\$ 60,000	\$ 90,000
4 Year Drone Show Pricing	\$ / Show	\$ / Show	\$ / Show

## Pricing Includes





**Electric Sky**  
Drone Shows

# Performance Capabilities



**Scalable Drone Fleets**

Deploy 100–2,000+ drones for breathtaking shows that scale with your event size.



**Drone + Fireworks + Laser Integration**

Seamlessly combine drones with fireworks and laser effects for unforgettable hybrid experiences.



**Audio Synchronization**

Perfectly timed music integration transforms visuals into fully immersive performances.

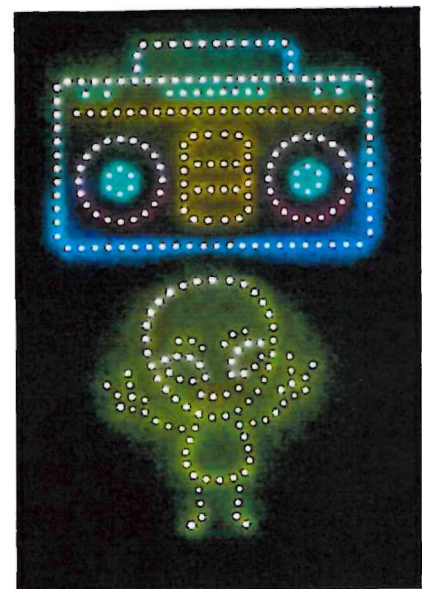
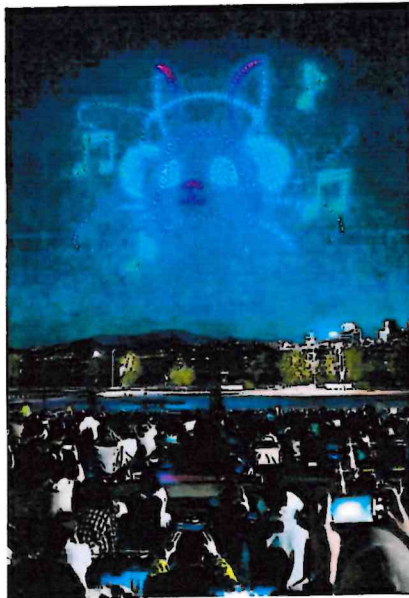
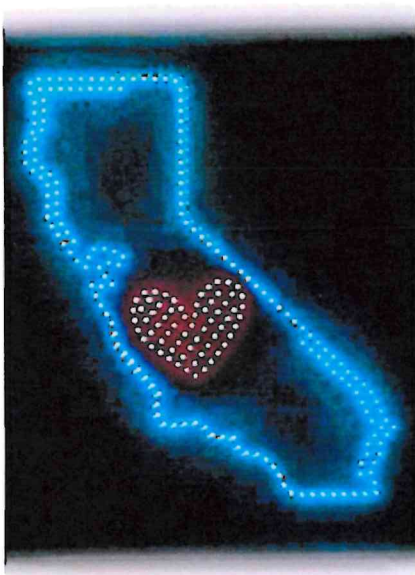


**Time Code Integration**

Our drones are fully time-coded to the event set, ensuring flawless synchronization with music, lighting, and special effects.



PHOTOS OF COMPLETED PROJECTS





CITY COUNCIL AGENDA – MARCH 3, 2026

**SUBJECT:** Authorization to Schedule Public Hearing for 2026-2027 Community Development Block Grant (CDBG) Action Plan

**SOURCE:** Community Development

**COMMENT:** The City of Porterville participates in the federal Community Development Block Grant (CDBG) program administered by the U.S. Department of Housing and Urban Development (HUD). As part of the annual program requirements, the City must prepare and submit an Action Plan that identifies the activities and projects proposed for funding during the 2026–2027 program year.

The Action Plan identifies CDBG-funded activities the City proposes to undertake to address priority community development needs, including improvements benefiting lower-income households and neighborhoods. Prior to submitting the Action Plan to HUD, the City is required to make the draft plan available for public review and conduct a public hearing to receive comments from residents and stakeholders.

Staff is requesting authorization to release the draft Action Plan for public review and to schedule the required public hearing for April 21, 2026, which will allow sufficient time to meet HUD’s submission deadlines.

**RECOMMENDATION:** That the City Council authorize the scheduling of a public hearing for April 21, 2026, to receive public comments on the City’s proposed 2026–2027 Community Development Block Grant Action Plan.

**ATTACHMENTS:**

Appropriated/Funded:

Review By:

Department Director:  
Claudia Calderon, Community Development Director

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



**SUBJECT:** Authorization to Schedule a Public Hearing for the Ramirez Subdivision Residential Development Project

**SOURCE:** Community Development

**COMMENT:** The applicant and developer, Chuck Ramirez, proposes to subdivide an approximately 11.47±-acre parcel into 30 single-family residential lots. The project includes a Tentative Subdivision Map and a request for annexation of the site into the City. The project site is located on the southwest corner of Newcomb Street and Linda Vista Avenue (APN 243-130-042).

The City of Porterville General Plan designates the site as Low Density Residential, and the property is zoned RS-2 (Low Density Residential). The proposed subdivision is consistent with the General Plan land use designation and zoning standards.

In accordance with the California Environmental Quality Act (CEQA), an Initial Study has been prepared to evaluate the potential environmental impacts associated with the proposed project. Based on the analysis, staff has determined that the project would not result in significant environmental impacts with the incorporation of mitigation measures. Accordingly, a Mitigated Negative Declaration has been prepared for City Council consideration.

Staff is bringing this item forward to request authorization to schedule a public hearing on March 17, 2026, to consider approval of the Tentative Subdivision Map, annexation of the project site into the City of Porterville, and adoption of the Mitigated Negative Declaration for the Ramirez Subdivision Residential Development Project. Scheduling the hearing will allow staff to provide public notice, circulate the environmental document, and prepare the item for formal City Council consideration.

**RECOMMENDATION:** That the City Council authorize the scheduling of a public hearing for March 17, 2026, to consider approval of the Tentative Subdivision Map, annexation of the project site, and adoption of a Mitigated Negative Declaration for the Ramirez Subdivision Residential Development Project.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Claudia Calderon, Community Development Director

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



**SUBJECT:** Authorization to Set a Public Hearing for Consideration of an Amendment to Porterville Development Ordinance Article 307 – Nonconforming Uses, Structures, and Lots

**SOURCE:** Community Development

**COMMENT:** Staff proposes to amend portions of Porterville Development Ordinance (PDO) Article 307 relating to nonconforming uses, structures, and lots in order to provide greater flexibility for property owners while maintaining consistency with the City’s zoning framework.

Currently, Sections 307.5 and 307.6 establish limitations on alterations to nonconforming structures and require City Council classification of nonconforming uses. Staff has identified procedural and practical constraints within these sections that may unnecessarily limit reasonable improvements or expansions to legally established nonconforming uses.

The proposed ordinance would modify Sections 307.5 and 307.6 to clarify review authority, streamline procedural requirements, and allow limited expansion of certain nonconforming uses consistent with applicable development standards. Conforming edits may also be included to ensure internal consistency within Article 307.

This item requests authorization to set a public hearing for April 7, 2026, at which time the City Council will consider the proposed ordinance.

**RECOMMENDATION:** That the City Council authorize staff to set a public hearing for April 7, 2026, to consider an ordinance amending Porterville Development Ordinance Article 307 related to nonconforming uses, structures, and lots.

**ATTACHMENTS:**

**Appropriated/Funded:**

Review By:

Department Director:  
Claudia Calderon, Community Development Director

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



**SUBJECT:** Authorization to Approve Community Clean Up Events

**SOURCE:** Transportation

**COMMENT:** To promote local property maintenance and community beautification, the City hosts two Community Clean-Up Events each year, one in the spring and one in the fall. These events provide City residential refuse customers with free disposal of general trash, bulky items, wood waste, yard clippings, mattresses, and electronic waste (E-waste) at the City's Corporation Yard.

Based on the success of prior events, staff recommends hosting two Community Clean-Up Events in 2026. The proposed dates are Saturday, April 18, 2026, and Saturday, October 17, 2026. Staff has confirmed that no other major City events are scheduled on these dates.

The clean-up events will be open to all residents receiving City residential refuse service. The estimated total cost for both events is approximately \$20,000, which will be funded through the Solid Waste Operating Budget.

Event promotion will include mailed flyers, social media outreach, the City's E-Newsletter, the local newspaper, and the City website.

**RECOMMENDATION:** That the City Council authorize the City to host two Community Clean-Up Events in 2026 on April 18, 2026, and October 17, 2026.

**ATTACHMENTS:**

**Appropriated/Funded:**

**Review By:**

Department Director:  
Russell Isom, Director of Transportation

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





SUBJECT: HOME Investment Partnerships Program Applications

SOURCE: Community Development

COMMENT: Self-Help Enterprises (SHE) has contacted the City regarding the Notice of Funding Availability (NOFA) released on January 29, 2026, which announced the availability of funds under the HOME Investment Partnerships Program (HOME) for rental housing projects. SHE has requested that the City of Porterville act as a joint-applicant and submit an application for up to \$3,600,223 to support the construction of The Foundry Affordable Rental Housing Project. The project proposes to develop 71 units (with this funding) of affordable rental housing located at Springville and Jaye Street (APN 260-300-034). The total project is for 133 units. However, it will be phased out as funding is secured. The applicant would be the City, with the co-applicant in second place to be SHE.

In addition to seeking joint-applicant status, SHE has also inquired about the availability of local funds that could be committed to the project. A local funding commitment would not only help advance construction of the project but would also strengthen the overall funding application and improve competitiveness for additional grant resources needed to fully finance the development.

In November 2025, the City Council authorized submission of an application to use HOME Program Income (PI) funds in the amount of \$1.375 Million for the continuation of the First-Time Homebuyer (FTHB) Program. The application has been submitted and is currently under review. Separately, the City anticipates receiving a \$500,000 award to further support the FTHB Program.

Given the amount of HOME PI funds available and the expenditure deadlines associated with the pending HOME application, staff would like the Council to consider redirecting these funds from the FTHB Program to support the construction of new multifamily rental housing. Affordable housing remains a critical need in the community, and reallocating these funds to support construction of the Foundry Affordable Rental Housing Project would significantly advance this project's ability to secure the full financing necessary to proceed to development.

There may be an opportunity to submit both requests on one application. However, separate Resolutions are attached to allow the City flexibility in adhering to the HCD application submittal processes.

RECOMMENDATION: That the City Council:

1. Adopt the draft resolution authorizing the submittal of a joint application with Self-Help Enterprises to the California Department of Housing and Community Development for funding under the HOME Program up to \$3,600,223;
2. Adopt the draft resolution authorizing the submittal of a joint application to use HOME Program Income funds up to \$1,375,000 for the construction of affordable rental housing;
3. Authorize the Mayor, City Manager or designee to execute all documents pertaining to the HOME Program Application and HOME PI Application and to make any augmentation, modification, addition or revision as may be necessary to conform to requirements imposed by the California Department of Housing and Community Development; and
4. Authorize the City Manager to sign a letter of commitment to use HOME Program Income up to \$1,375,000 in support of The Foundry Affordable Rental Housing Project.

ATTACHMENTS:

1. Draft Resolution\_HOME NOFA
2. Draft Resolution\_HOME PI
3. Draft Commitment Letter

Appropriated/Funded:

Review By:

Department Director:  
Claudia Calderon, Community Development Director

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

RESOLUTION NO. \_\_\_\_-2026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE  
AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF  
HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT  
PARTNERSHIPS PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT,  
ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO  
PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIPS PROGRAM**

**WHEREAS:**

A. The California Department of Housing and Community Development (the “Department”) is authorized to allocate HOME Investment Partnerships Program (“HOME”) funds made available from the U.S. Department of Housing and Urban Development (“HUD”). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.

B. On 01/29/2026, the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the “NOFA”).

C. In response to that HOME NOFA, City of Porterville a *municipal corporation* (the “Applicant”), wishes to apply as a co-applicant with Self Help Enterprises, a Community Housing Development Organization (CHDO), to the Department for, and receive an allocation of, HOME funds.

**IT IS NOW THEREFORE RESOLVED THAT:**

1. In response to the above-referenced HOME NOFA, the City of Porterville, Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed Three Million Six Hundred Thousand Two Hundred and Twenty-Three Dollars (\$3,600,223) for the following activities and/or programs:

Rental Housing New Construction

2. If the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant will also execute a Standard Agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).

3. The Applicant authorizes the Mayor to execute, in the name of the Applicant, the HOME Standard Agreement.

4. The Applicant authorizes the City Manager or their designee(s) to execute, in the name of the Applicant, all other required documents.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of March, 2026.

\_\_\_\_\_

Greg Meister, Mayor

ATTEST:  
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  
AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF  
HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT  
PARTNERSHIPS PROGRAM; AND IF APPROVED, THE EXECUTION OF A STANDARD  
AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY  
TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIPS PROGRAM**

**WHEREAS:**

- A. The California Department of Housing and Community Development (the “Department”) is authorized to allocate HOME Investment Partnerships Program (“HOME”) funds made available from the U.S. Department of Housing and Urban Development (“HUD”). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200;
- B. The City of Porterville previously received HOME Investment Partnerships Program (HOME) funds from the California Department of Housing and Community Development (HCD) to implement the City’s First-Time Homebuyer Program;
- C. Loan repayments received from participants of the First-Time Homebuyer Program have generated Program Income (PI) that may be reused to provide additional housing assistance;
- D. The California Department of Housing and Community Development has invited the City to submit an application for the use of available HOME Program Income funds not to exceed One Million Three Hundred Seventy-Five Thousand Dollars (\$1,375,000); and
- E. Approval of this application will allow the City to contribute funding for the development of an affordable multifamily rental project in accordance with the City’s adopted Housing Element.

**IT IS NOW THEREFORE RESOLVED THAT:**

- 1. The City Council hereby approves the submittal of a HOME Investment Partnerships Program Income (PI) Application to the California Department of Housing and Community Development for an amount not to exceed One Million Three Hundred Seventy-Five Thousand Dollars (\$1,375,000) for the following activity:

Rental Housing New Construction

2. The Mayor is authorized to execute all documents related to the HOME Program on behalf of the City of Porterville.
3. The Community Development Director is authorized to execute all project drawdown requests and administrative documents required by HCD.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of March, 2026.

\_\_\_\_\_  
Greg Meister, Mayor

ATTEST:  
Richard Tree, City Clerk

By: \_\_\_\_\_  
Fernando Gabriel-Moraga, Chief Deputy City Clerk

March 3, 2026

Self Help Enterprises  
8445 W Elowin Court  
Visalia, CA 93291

Re: City of Porterville Commitment for The Foundry I project

Ladies and Gentlemen:

Self Help Enterprises is currently working to secure funding for the construction of a 40-unit multifamily rental housing development, The Foundry I, located at the southwest corner of Springville Avenue and Jaye Street (APN 260-300-034).

This letter serves as a Commitment of City funds for the development of the proposed 40-unit project. The City is currently in the process of applying to reallocate HOME Program Income funds received from the City's First Time Homebuyer Loan Program to Rental Housing New Construction. Upon approval by HCD, funds in the amount of \$1,375,000 will be provided as a fully deferred loan with 3% interest and will be utilized as construction financing. This commitment is subject to compliance with all HOME Program regulations.

The proposed project will serve families with incomes less than 30-60% of Area Median Income (AMI) and will be required to meet all HOME income and rental rates, as well as other HOME regulations.

If you have any questions, please contact me at 559-782-7466.

Sincerely,

Richard Tree  
City Manager  
City of Porterville



CITY COUNCIL AGENDA – MARCH 3, 2026

**SUBJECT:** Appointment of a Representative to the Tulare County Association of Governments (TCAG) Measure R Citizens’ Oversight Committee

**SOURCE:** City Manager's Office

**COMMENT:** The Tulare County Association of Governments (TCAG) administers the countywide Measure R transportation sales tax program. As part of the Measure R Expenditure Plan, a Citizens’ Oversight Committee was established to monitor implementation of the program, review financial and performance information, and ensure that Measure R revenues are expended in accordance with the approved plan.

The Committee also serves to inform the public regarding how Measure R funds are being used and provides recommendations to TCAG regarding reports, audits, and program implementation.

Under the Measure R Oversight Committee structure, each city within Tulare County appoints one representative, with final appointments confirmed by the TCAG governing board.

Members of the Committee must be residents of Tulare County, may not be elected officials or public employees, and are required to comply with applicable financial disclosure requirements.

The City has received interest from Josh Flowers, who has expressed willingness to serve as the City’s representative on the Measure R Citizens’ Oversight Committee. Mr. Flowers meets the eligibility requirements and is prepared to represent the City in this role.

**RECOMMENDATION:** That the City Council appoint Josh Flowers as the City of Porterville’s representative to the Tulare County Association of Governments Measure R Citizens’ Oversight Committee, subject to confirmation by the TCAG governing board.

ATTACHMENTS: 1. Request for Appointment - Flowers

Appropriated/Funded:

Review By:

Department Director:  
Richard Tree, City Manager

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







CITY COUNCIL AGENDA – MARCH 3, 2026

**SUBJECT:** Approval of Community Civic Event Application - Porterville Chamber of Commerce "Spring Festival" Event

**SOURCE:** Finance

**COMMENT:** The Porterville Chamber of Commerce is requesting approval to hold the "Porterville Chamber Spring Festival" Event on Saturday, March 28, 2026, from 10:00 AM to 3:00 PM. This year's festival will include vendor booths, a kids' zone, a taco-eating contest, and a car show. This event will require the temporary closure of Main Street from Olive Avenue to Morton Avenue and adjacent side streets between Division Street and Second Street, with street and sidewalk closures from 5:00 AM to 5:00 PM as indicated on the attached map. Additionally, they are requesting to include a beer garden, which will be hosted by the MECCA and added to the event's vendor list. An outside amplifier permit has been approved from 10:00 AM to 3:00 PM.

The request has been submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended. The application has been routed to and reviewed by all required City departments. All applicable requirements and conditions are outlined in the Application and Agreement, including Exhibit A, Exhibit B, Exhibit C, and the Outside Amplifier Permit.

This event will provide an opportunity for residents and visitors to come together, support local businesses, and enjoy a fun, family-friendly, long-standing community tradition in the heart of the community.

**RECOMMENDATION:** That the City Council approve the Community Civic Event application submitted by the Porterville Chamber of Commerce for the "Spring Festival" Event on March 28, 2026, at Main Street, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C, and Outside Amplifier Permit.

**ATTACHMENTS:** 1. CCE Application and Agreement, Exhibit A, Exhibit B,

Exhibit C, Outside Amplifier Permit, Map, and Certificate of  
Liability Insurance

Appropriated/Funded:

Review By:

Department Director:  
Janie Rodriguez, Finance Director

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

# CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

Event Flyer: Yes  No  If yes, please attach copy

E-mail address: Events1@portervillechamber.org

Website: Portervillechamber.org

Application date: December 15, 2025 Event date: March 28, 2026  
Event time: 10:00 AM - 3:00 PM

Name of Event: Porterville Chamber Spring Festival

Sponsoring organization: Porterville Chamber Phone # (559) 784-7502  
Address: 93 N. Main St., Suite A Porterville CA 93257

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

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

Location of event Downtown Porterville - Main St - Olive to Morton  
Location map must be attached

Description of event: Festival - vendors, kids zone, entertainment, car show, taco eating contest, Beer Garden

Purpose of event: Community event

Employer Identification Number: \_\_\_\_\_  
(IRS Determination)

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

Barricades (quantity): <u>80</u>	Street sweeping	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
Police protection	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Refuse pickup	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Other: <u>Special event officers</u>					

Parks facility application required: Yes  No  Attached

Assembly permit required: Yes  No  Attached

The application will be forwarded for staff review to gather comments and identify any special requirements or conditions for this event.

# CITY OF PORTERVILLE

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

### What constitutes a Community Civic Event?

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

**All City Code requirements** are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit City of Porterville website at [www.ci.porterville.ca.us/govt/CityClerk/](http://www.ci.porterville.ca.us/govt/CityClerk/), Porterville Municipal Codes. For questions or concerns please call 559-77451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

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

*BI* Authorized Representative Initial

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

*BI* Authorized Representative Initials

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

*BI* Authorized Representative Initials

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

*BI* Authorized Representative Initials

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

*BI* Authorized Representative Initials

**Agreement:** The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, the organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Porterville Chamber

(Name of Organization)

*Cam Jones*  
(Signature)

12/15/25

(Date)

# CITY OF PORTERVILLE

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

Name of event: Porterville Chamber Spring Festival

Sponsoring organization: Porterville Chamber of Commerce

Location: Main St. - Olive to Morton Event date: 3/28/20 Event time: 10AM-5PM

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

<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
List provided closer to the event			Food booths
			Kids zone
			vendors
			Info booths
			car show
business license permits to be completed as required by the city			

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

# CITY OF PORTERVILLE

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

Name of event: Porterville Chamber Spring Festival

Sponsoring organization: Porterville Chamber of Commerce

Event date: 3/28/20 Hours: 10AM - 3PM

Street Closures 5am to 5pm

**ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:**

Closed			
<u>Street Name</u>	<u>From which Street</u>	<u>To which Street</u>	<u>Activity</u>
Main St Harrison, Therman, Cleveland, Putnam, Oak	Morton	Olive	Vendor booths
Mill	Division	East Alley	
Garden	Hockett	East Alley	
	Main St.	East Alley	

<u>Sidewalks</u>	<u>From which sidewalk</u>	<u>To which sidewalk</u>	<u>Activity</u>
Main St.	Olive	Morton	Vendor booths

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

Requirements for Community Civic Event  
Porterville Chamber  
Spring Festival  
March 28, 2026

Fire Marshal: <i>C. Dignam</i>	Please see Exhibit C.
Parks & Leisure Service Asst. Director: <i>A. Graybehl</i>	Vehicles are prohibited on Centennial Park grass. Contact the Parks and Leisure office at least 72 hours in advance to arrange electrical access, if needed.
Police Lieutenant: <i>M. Azevedo</i>	Please see Exhibit B.
Administrative Service Director: <i>Y. Andrade</i>	The certificate of liability and endorsement page are sufficient for the proposed event.
Field Services Superintendent-Refuse: <i>B. Spry</i>	No comments.
Field Services Superintendent-Streets: <i>J. Baeza</i>	The Street Department will set up and take down the closure. We will reach out to Kristy Martin for the correct times to set up and take down the closure.

## Requirements for Community Civic Event

Sponsor: Porterville Chamber  
Event: Spring Festival  
Event Chairman: Kristy Martin  
Location: Main Street  
Date of Event: March 28, 2026 (10:00 AM – 3:00 PM)

### RISK MANAGEMENT: Conditions of Approval

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

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

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

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

**Porterville Chamber Spring Festival  
March 28, 2026—10:00 am-3:00 pm  
Road Closure from 5:00 am-5 pm for Set Up and Takedown**

Proposed Conditions/Requirements—Downtown Main Street

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

- Event organizers shall ensure only patrons wearing clearly displayed and authorized wristbands, as provided by event organizers, can purchase and consume alcoholic beverages.
- At no time shall alcoholic beverages be possessed or consumed outside the designated beer garden.

Mark Azevedo, Lieutenant  
Police Department

**CITY OF PORTERVILLE/FIRE DEPARTMENT  
COMMUNITY CIVIC EVENT APPLICATION**

**PORTERVILLE CHAMBER SPRING FESTIVAL**

**MARCH 28, 2026**

**DOWNTOWN PORTERVILLE – MAIN ST. – OLIVE TO MORTON**

Proposed Conditions/Requirements for Event:

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

Clayton Dignam

Fire Marshal



## **OUTDOOR FOOD BOOTH REQUIREMENTS**

*Authority cited: 2019 California Fire Code (CFC)*

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

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

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

### **Exceptions:**

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

### **Definitions**

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

**Vendor Booth** – Any booth other than a cooking booth.

### **Cooking Booth Construction and Location**

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

### **Cooking Equipment**

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



**Wood, Charcoal (Solid Fuels) Cooking**

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

**Deep Fat Frying, Flambé, and Wok**

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

**Vendor Booth Construction and Location**

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

**Electrical Power**

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

**Fire Extinguishers**

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

**Miscellaneous**

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

**Fire Safety Tips**

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

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



**Cooking Booth Vendor Agreement**

Booth/Space # \_\_\_\_\_ Business Name \_\_\_\_\_  
On Site Contact Name \_\_\_\_\_ Contact Phone # \_\_\_\_\_

**Cooking Booth Construction and Location**

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

**Cooking Equipment**

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

**Miscellaneous**

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

**Additional Requirements:**

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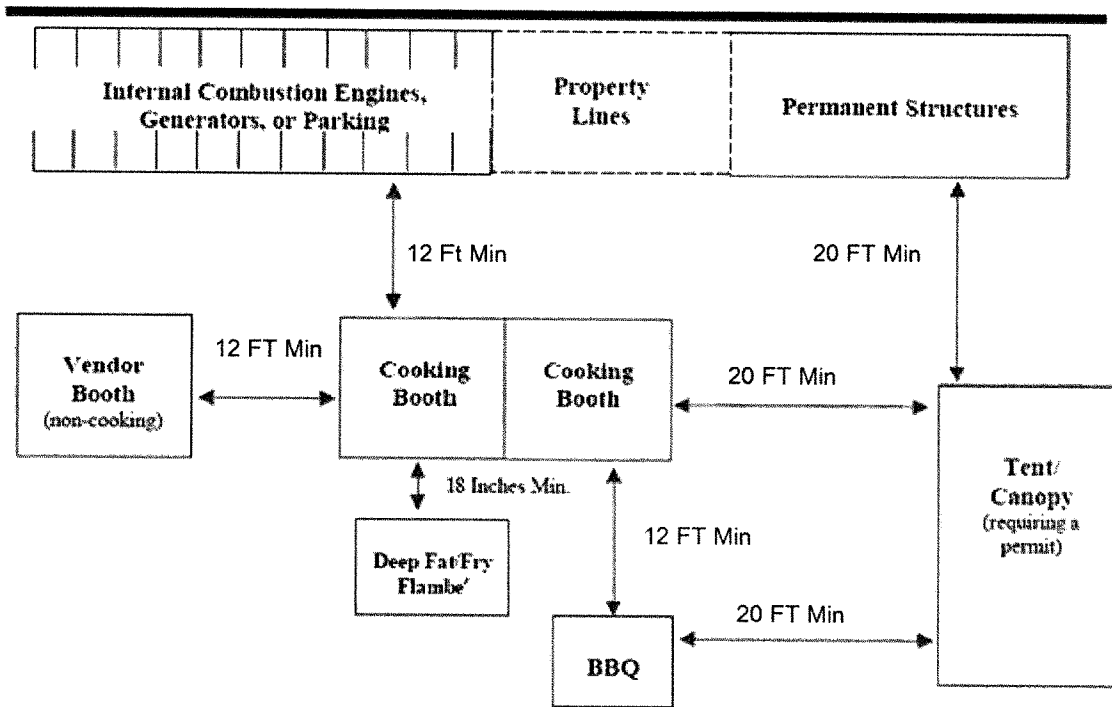
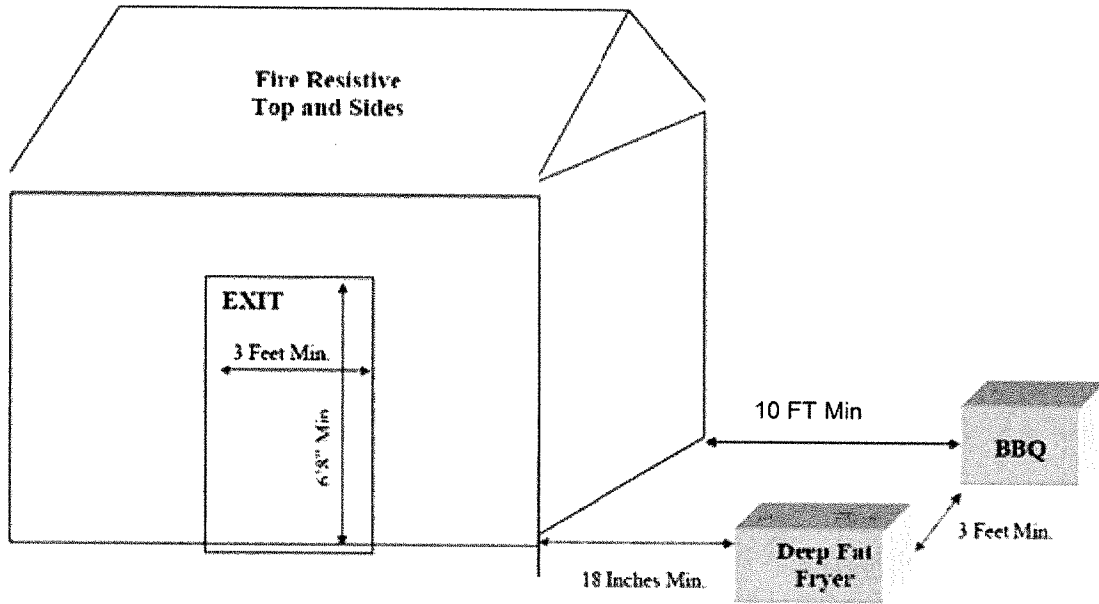


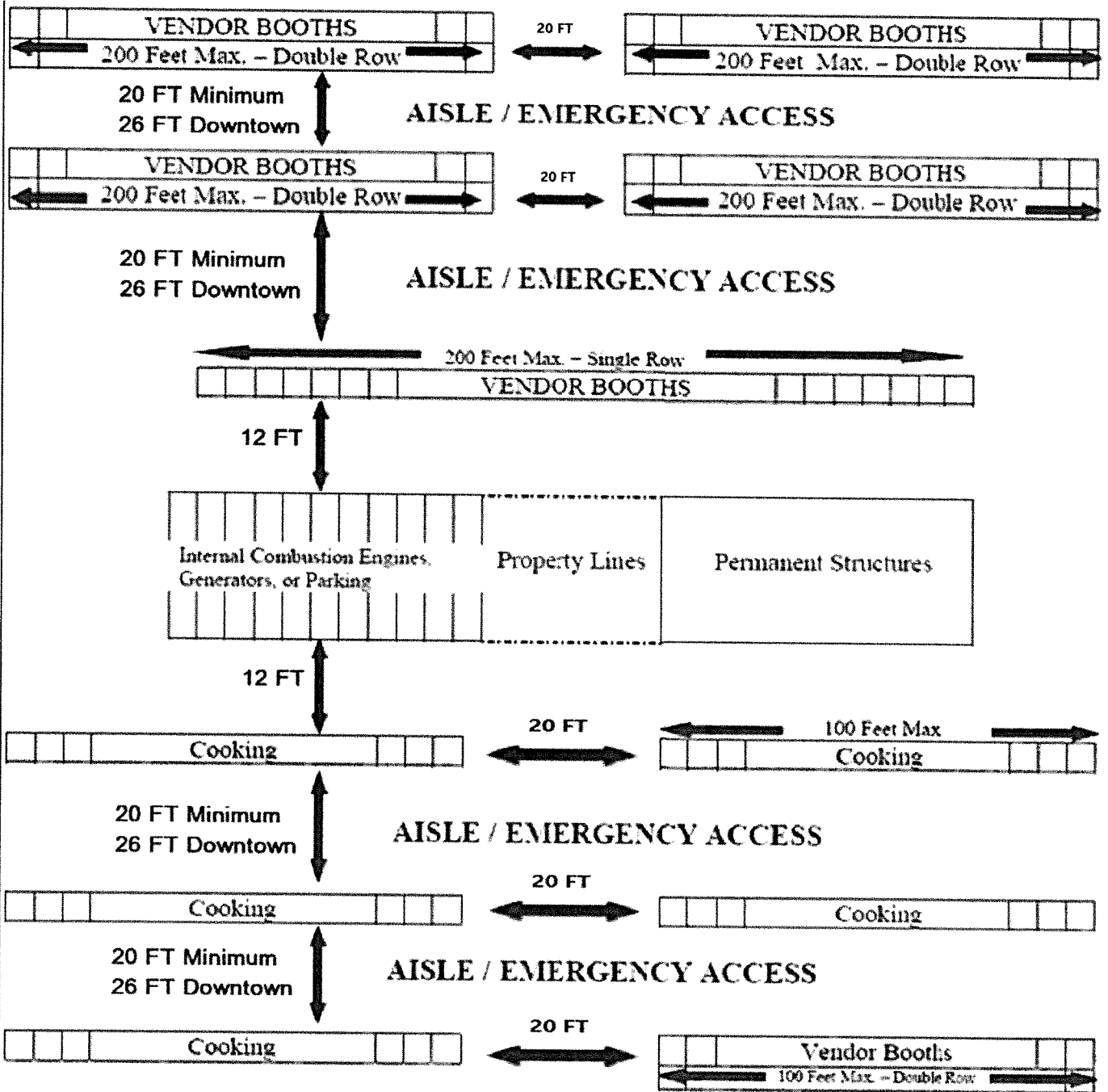
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The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_





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

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

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

CITY OF PORTERVILLE  
OUTSIDE AMPLIFIER PERMIT  
(City Ordinances #18-8 & 18-14)



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

- 1 Name and home address of the applicant: Porterville Chamber of Commerce  
93 N. Main St., Suite A, Porterville, CA 93257
- 2 Address where amplification equipment is to be used: Main St. (Centennial Plaza)
- 3 Names and addresses of all persons who will use or operate the amplification equipment: \_\_\_\_\_
- 4 Type of event for which amplification equipment will be used: Porterville Chamber Spring Festival
- 5 Dates and hours of operation of amplification equipment: 3/28/20 10:00AM-3:00PM
- 6 A general description of the sound amplifying equipment to be used: various types

Section 18-9

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

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

Section 18-14

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

Penal Code Section 415 (2)

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

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

[Signature]  
Signature of Applicant

12/15/25  
Date

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

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

02/02/2026  
Date





Certificate Number: NAEP133945

Policy Number: UST022072250

Effective Dates: 3/28/2026 12:01am to 3/29/2026 12:01am

## Additional Insured - Person, Organization or other Entity

**600002STEP 09 12**

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**

**Schedule**

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

City of Porterville

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

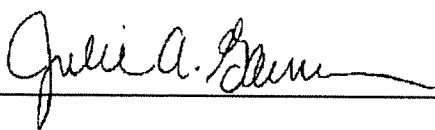
Section II - Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that **bodily injury, property damage or personal and advertising injury** is caused by the sole negligence of the Memorandum of Insurance holder.

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

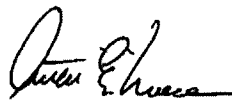
This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

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

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



Secretary



President



MECCPAR-01

JMADRIGAL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2026

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

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

<b>PRODUCER</b> License # 0D44424 <b>INSURICA</b> PO Box 1960 Porterville, CA 93258	<b>CONTACT NAME:</b> Shannon Lamb, AFIS	
	<b>PHONE (A/C, No, Ext):</b> (559) 560-3316	<b>FAX (A/C, No):</b> (559) 781-3329
<b>E-MAIL ADDRESS:</b> Shannon.Lamb@INSURICA.con		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  Mecca Partners Corporation DBA: Mecca 33597 C Globe Dr. Springville, CA 93265	<b>INSURER A:</b> United States Liability Insurance Company <b>25895</b>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

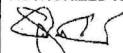
**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	X		SE1163681	3/28/2026	3/29/2026	EACH OCCURRENCE \$ <b>2,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
	<input checked="" type="checkbox"/> <b>Special Event</b>						MED EXP (Any one person) \$ <b>1,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ <b>2,000,000</b>
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ <b>2,000,000</b>
	OTHER:						PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
A	<b>Liquor Liability</b>			SE1163681	3/28/2026	3/29/2026	E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							Aggregate Limit <b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Porterville is added as additional insured with respect to general liability per form#L820 (12-18) and form #CG 2026 (04 13) if required or agreed to in a written contract subject to all the provisions and limitations of the policy.

**CERTIFICATE HOLDER** **CANCELLATION**

City of Porterville 291 N Main Street Porterville, CA 93257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

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

Effective Date: 03/28/2026 12:01 AM  
CITY OF PORTERVILLE  
291 N MAIN STREET  
PORTERVILLE, CA 93257

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

whichever is less.

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



**SUBJECT:** Authorization for Out-of-State Travel to Washington, D.C. for Transportation Advocacy Meetings

**SOURCE:** City Manager's Office

**COMMENT:** The City of Porterville has been invited to participate in a coordinated federal advocacy trip organized by the Tulare County Association of Governments (TCAG) to Washington, D.C., scheduled for April 14 through April 18, 2026. The purpose of the trip is to meet with federal agencies and Congressional representatives to discuss regional transportation priorities, federal funding opportunities, and specific projects impacting the City of Porterville.

Key topics for the meetings include transportation reauthorization, regional air quality conformity requirements, community project funding opportunities, and infrastructure priorities such as the Porterville Airport extension and roadway realignment projects. Participation in this trip provides an opportunity for the City to directly advocate for federal investment in projects that support economic development, mobility, and long-term infrastructure improvements.

The estimated total travel cost for both attendees is approximately \$7,000, which includes airfare, lodging, per diem, and ground transportation. Airfare is expected to be reimbursed by TCAG. TCAG has indicated that airfare will be reimbursed to the City, and each participant's agency is responsible for arranging travel and covering associated costs in accordance with local policies.

**RECOMMENDATION:** That the City Council authorize out-of-state travel for the Mayor and City Manager to Washington, D.C. from April 14 through April 18, 2026, to participate in federal transportation advocacy meetings coordinated by the Tulare County Association of Governments, with an estimated total travel cost of approximately \$3,500 each, of which airfare is expected to be reimbursed by TCAG.

**ATTACHMENTS:**

Appropriated/Funded:

Review By:

Department Director:  
Richard Tree, City Manager

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



**SUBJECT:** Request for Proclamation - California Arbor Week - March 7th - March 14th

**SOURCE:** Administrative Services

**COMMENT:** On December 19, 2023, the City Council amended the process for approving proclamations. Under this process, if more than two Council Members indicate interest in signing a requested proclamation, the item is placed on the consent calendar of the next scheduled City Council meeting for full Council consideration.

The Tule River Parkway Association has requested a proclamation recognizing March 7th through March 14th as “California Arbor Week” in the City of Porterville. Mayor Meister is sponsoring the request. Because more than two Council Members expressed interest in signing the proclamation, this item is presented for Council consideration in accordance with the adopted policy.

If approved, the proclamation will be prepared with the appropriate number of Council Member signature blocks and affixed with the City Seal.

**RECOMMENDATION:** That the City Council approve the request to proclaim March 7th — March 14th of 2026 as “California Arbor Week” in the City of Porterville.

**ATTACHMENTS:** 1. Proclamation Request - California Arbor Week - 2026

**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 PROCLAMATION



RECEIVED  
JAN 28 2026  
CITY OF PORTERVILLE  
CITY CLERK'S OFFICE

Date of Request: 1/28/2026

Name of Event/Individual: "California Arbor Week" March 7<sup>th</sup> - March 14<sup>th</sup>  
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: TULE RIVER PARKWAY ASSOCIATION

Name of Contact Person: Cathy Capone

Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

I would like the proclamation:  mailed  call for pick up  presented at an event

Date Needed: on March 14, 2026 Date of Event: MARCH 14, 2026

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. It is recommended that you submit your request at least four to six weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk  
291 North Main Street  
Porterville, CA 93257  
(559) 782-7464 / Fax (559) 782-7452

Please be advised that a Proclamation is ceremonial in nature and does not convey official legislative action. The City reserves the right to correct grammar and spelling; to reject all advocacy of unlawful acts; and to reject all discriminatory language.

City Clerk's Section

Request Received by: Fernando Routed by: Fernando Date: 2/13/26

Granted by Council Member: \_\_\_\_\_ Date: \_\_\_\_\_

Signatures: \_\_\_\_\_

Date Requestor Notified of Completion: \_\_\_\_\_ in writing  by phone

Comments: \_\_\_\_\_

\_\_\_\_\_

- WHEREAS:** Arbor Day is celebrated nationally to encourage everyone to maintain and replenish our country's vast forests, orchards and woodlands; and
- WHEREAS:** In California, we also observe Arbor Day starting on the birthday of Luther Burbank, a famed California horticulturalist whose life's labor produced hundreds of plants and trees that have contributed to the natural splendor and food production in our state; and
- WHEREAS:** California Arbor Week has the involvement of Tule River Parkway Association; and
- WHEREAS:** Tule River Parkway Association is improving our community by planting and caring for trees and working to improve the quality of life in the City of Porterville; and
- WHEREAS:** Trees are a valuable economic asset in our cities that help maintain or increase property values and attract business and new residents in urban areas; and
- WHEREAS:** Trees play an important role in energy conservation by modifying temperature extremes with shade and humidity, and are particularly important in reducing the amount of energy consumed in heating and cooling buildings and homes; and
- WHEREAS:** Trees planted in urban areas play a significant role in meeting the state's greenhouse gas emission reduction targets by sequestering carbon as well as reducing energy consumption; and
- WHEREAS:** Trees directly contribute to improving California's air quality by reducing air pollution by removing airborne particulates from the atmosphere and helping to purify the air; and
- WHEREAS:** Trees play a significant role in protecting and purifying California's limited water resources by reducing surface runoff, contributing to stormwater management activity and protect urban water resources; and
- WHEREAS:** Trees provide essential habitat for much of California's wildlife, including many listed, threatened, and endangered species; and
- WHEREAS:** Trees enhance the aesthetic quality of life in urban communities by providing a natural buffer for surface noise and natural recreational resource for California's children and youth; and
- WHEREAS:** Trees play a vital role in improving public health in our communities.

**NOW, THEREFORE, I, GREG MEISTER**, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim March 7<sup>th</sup> – March 14<sup>th</sup> of each year as

**"CALIFORNIA ARBOR WEEK"**

in the City of Porterville, and urge all Californians to observe and celebrate the week by planting trees for our own benefit and for the benefit of future generations.

**PROCLAIMED** this 3<sup>rd</sup> day of March, 2026.

\_\_\_\_\_  
 Greg Meister,  
 Mayor

\_\_\_\_\_  
 Ed McKervey,  
 Vice Mayor

\_\_\_\_\_  
 Raymond Beltran,  
 Council Member

\_\_\_\_\_  
 Stan Green,  
 Council Member

\_\_\_\_\_  
 AJ Rivas,  
 Council Member



**SUBJECT:** Adoption of Resolution Approving and Ratifying Corrected Position Pay Plans for 2022

**SOURCE:** Administrative Services

**COMMENT:** After the conclusion of each labor negotiation, City staff presents the Council with the fully executed Memorandum of Understanding ("MOU") restating benefits as well as amendments pertaining to wages, benefits, and working conditions as negotiated. Council acceptance and approval of the MOU is then demonstrated by Council authorization and adoption of a Resolution ratifying the agreed-upon changes. Staff is then directed to amend all other documentation that may be necessary to document and implement said negotiated changes.

During a recent internal review of records, staff identified an administrative documentation error in the 2022 Position Pay Plans. Certain revisions that were previously approved by resolution were not accurately reflected in the adopted Position Pay Plan documents for that year. While the negotiated terms were implemented operationally and employees were compensated in accordance with the approved agreements, the formal pay plan documents require correction to ensure continued compliance with CalPERS reporting requirements and to maintain accurate and complete compensation records.

The corrections are administrative in nature and do not alter compensation previously approved by the City Council. The revised Position Pay Plans reflecting the corrections are attached as Appendix A (effective July 1, 2022) and Appendix B (effective October 1, 2022).

Staff is bringing the corrected Position Pay Plans back to the City Council for formal approval and ratification to ensure accurate records and continued compliance with applicable retirement reporting requirements.

**RECOMMENDATION:** That the City Council adopt the draft resolution approving and ratifying the corrected Position Pay Plans effective July 1, 2022 and October 1, 2022, as reflected in Exhibits A and B, to ensure compliance with CalPERS reporting requirements.

ATTACHMENTS:

1. Draft Resolution
2. Appendix A - 7-1-22
3. Appendix B - 10-1-22

Appropriated/Funded:

Review By:

Department Director:  
Yuliana Andrade, Administrative Services Director

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

**RESOLUTION NO. \_\_\_\_ - 2026**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF PORTERVILLE APPROVING AND ADOPTING  
THE POSITION PAY PLANS FOR 2022**

**WHEREAS**, the City Council of the City of Porterville has determined and reiterated that an Employee Pay and Benefit Plan and Position Pay Plan are essential for the proper administration of the City's affairs; and

**WHEREAS**, the changes to the Position Pay Plans from 2022 have all been previously approved via Resolutions of the City Council; and

**WHEREAS**, the California Public Employees' Retirement System has requested minor revisions to said Position Pay Plans and Council ratification.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Porterville does hereby approve the revised Position Pay Plans for the time period of 2022, attached hereto and incorporated herein by this reference as Exhibits A and B.

**BE IT FURTHER RESOLVED**, that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

\_\_\_\_\_  
Greg Meister, Mayor

ATTEST:  
Richard Tree, City Clerk

By: \_\_\_\_\_  
Fernando Gabriel-Moraga, Chief Deputy City Clerk

# APPENDIX C

## City of Porterville Position Pay Plan

Effective Date: July 1, 2022

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Accountant I	2	203	4964	6059	1 P	1
Accountant II	1	217	5708	6965	1 E	1
Account Clerk I	1	147	2843	3469	3 40	2
Account Clerk II	5	157	3141	3832	3 40	2
Account Clerk III	0	161	3268	3988	2 A	1
Accounting Technician	0	171	3610	4405	2 A	1
Administrative Aide	3	185	4150	5064	1 A	1
Administrative Aide (Limited Term)	2	185	4150	5064	1 A	1
Administrative Analyst I	2	203	4964	6059	1 E	1
Administrative Analyst II	3	217	5708	6965	1 E	1
Administrative Assistant	5	159	3204	3909	2 A	1
Administrative Services Manager	1	244	7469	9113	1 E	-
Administrative Services Director	0	257	8500	10372	1 E	-
Adult Lit. Prog. Coord. (Lt. Term)	0	185	4150	5064	1 E	1
Airport Services Coordinator	1	188	4276	5218	1 E	1
Animal Control Officer	0	159	3204	3909	3 40	5
Animal Shelter Supervisor	1	204	5014	6119	1 E	1
Assistant City Engineer	1	243	7395	9023	1 P	1
Assistant City Manager	1	277	10372	12783	1 E	-
Assistant Construction Project Mgr.	1	211	5376	6561	1 E	1
Assistant Engineer	1	211	5376	6561	1 P	1
Assistant Engineer (Limited Term)	0	211	5376	6561	1 P	1
Assistant Field Services Manager	0	230	6496	7928	1 A	1

Assistant Planner	1	203	4964	6059	1	P	1
Assistant Project Manager	1	211	5376	6561	1	E	1
Associate Engineer	2	222	5998	7322	1	P	1
Associate Planner	1	217	5708	6965	1	P	1
Building Inspector I	1	195	4584	5595	3	40	2
Building Inspector II	1	205	5064	6181	3	P	2
Building Permit Technician	1	185	4150	5064	1	A	1
Chemist I	1	209	5270	6432	1	P	1
Chemist II	0	217	5708	6965	1	P	1
Chief Building Inspector	1	222	5998	7322	1	E	1
Chief Building Official	1	232	6627	8087	1	E	1
Chief Deputy City Clerk	1	217	5708	6965	1	E	1
Chief Financial Officer	1	247	7695	9389	1	E	-
Chief of Parks & Leisure Svcs. Ops.	0	243	7395	9023	1	E	-
City Attorney (part time)		Flat					
City Engineer	1	249	7850	9578	1	E	1
City Librarian	1	222	5998	7322	1	E	1
City Manager	1	CONTR ACT	15584	15584	1	E	-
City Planner	0	244	7469	9113	1	E	1
Clerical Assistant I	0	147	2843	3469	3	40	2
Clerical Assistant I (Limited Term)	1	147	2843	3469	3	40	2
Clerical Assistant II	7	152	2988	3646	3	40	2
Clerical Assistant III	2	157	3141	3832	3	A	2
Clerical Assistant Trainee	0	137	2574	3141	3	40	2
Code Enforcement Officer	2	169	3539	4319	3	40	5
Code Enforcement Officer II	1	189	4319	5270	3	40	5
Communications Dispatcher	11	167	3469	4233	3	40	5
Communications Dispatcher (Lt. Term)	0	167	3469	4233	3	40	5
Communications Supervisor	1	191	4405	5376	3	40	5

Community Development Director	0	262	8934	10901	1	E	-
Community Development Manager	1	244	7469	9113	1	E	1
Community Services Officer I	7	169	3539	4319	3	40	5
Community Services Officer II	1	179	3909	4770	3	40	5
Construction/Project Manager	1	232	6627	8087	1	P	1
Crisis Intervention Specialist	1	189	4319	5270	3	40	5
Deputy City Clerk	1	203	4964	6059	1	A	1
Deputy City Manager	1	277	10372	12783	1	E	-
Deputy Public Works Director/ City Engineer	0	255	8332	10167	1	E	-
Deputy Public Works Director/ Field Services Manager	0	255	8332	10167	1	E	-
Development Assistant	1	203	4964	6059	1	P	1
Development Assistant: Housing	0	203	4964	6059	1	P	1
Development Associate	1	217	5708	6965	1	P	1
Economic Dev. & Housing Mgr.	1	244	7469	9113	1	E	1
Electrician/Instrument Technician	1	190	4361	5323	3	40	2
Engineering & Building Technician	2	171	3610	4405	3	40	2
Engineering Inspector I	0	195	4584	5595	3	P	2
Engineering Inspector II	2	205	5064	6181	3	P	2
Engineering & Project Management Director	1	267	9389	11458	1	E	-
Engineering Specialist I	0	175	3757	4584	3	40	2
Engineering Specialist II	2	186	4191	5115	3	40	2
Engineering Specialist III	1	195	4584	5595	3	P	2
Engineering Specialist III – (Lt. Term)	0	195	4584	5595	3	P	2
Executive Assistant to City Manager	1	164	3367	4109	2	A	1
Field Services Manager	1	244	7469	9113	1	E	1
Field Services Shop Superintendent	1	218	5765	7035	1	E	1
Field Services Shop Supervisor	0	195	4584	5595	1	E	1
Field Services Streets Superintendent	1	214	5540	6760	1	E	1

Field Services Superintendent	1	214	5540	6760	1	E	1
Field Services Supervisor	1	186	4191	5115	1	E	1
Field Services Supervisor – Water	1	197	4676	5708	1	E	1
Field Services Worker I	0	154	3048	3719	3	40	2
Field Services Worker I- Airport Maint.	2	154	3048	3719	3	40	2
Field Services Worker II	17	164	3367	4109	3	40	2
Field Services Worker II- Streets	8	166	3435	4191	3	40	2
Field Services Worker III	2	174	3719	4538	3	40	2
Field Services Worker III- Airport	0	174	3719	4538	3	40	2
Field Services Worker III- Streets	1	176	3794	4630	3	40	2
Field Services Worker Trainee	0	140	2652	3236	3	40	2
Finance Director	1	262	8934	10901	1	E	-
G.I.S. Supervisor	1	217	5708	6965	1	P	1
G.I.S. Technician	0	171	3610	4405	3	40	2
Human Resources Aide	2	185	4150	5064	1	A	1
Human Resources Analyst I	0	203	4964	6059	1	A	1
Human Resources Analyst II	0	217	5708	6965	1	E	1
Human Resources Assistant	0	159	3204	3909	2	A	1
Industrial Waste Inspector I	0	194	4538	5540	3	P	2
Industrial Waste Inspector II	0	205	5064	6181	1	P	1
Information Technology Manager	1	244	7469	9113	1	E	1
Information Technology Technician	1	171	3610	4405	3	40	2
Lab Attendant	0	163	3334	4068	3	40	2
Lab Superintendent	1	225	6181	7544	1	E	1
Lab Supervisor	0	225	6181	7544	1	E	1
Lab Technician I	0	178	3870	4723	3	40	2
Lab Technician II	1	188	4276	5218	3	40	2
Lab Technician III	0	198	4723	5765	3	P	2

Leisure Services Coordinator	2	170	3575	4361	3	40	2
Leisure Servs Coordinator (Lt. Term)	0	170	3575	4361	3	40	2
Leisure Services Superintendent	0	208	5218	6368	1	E	1
Leisure Services Supervisor	1	186	4191	5115	1	E	1
Library Assistant	7	157	3141	3832	3	40	2
Library Assistant (Limited Term)	0	157	3141	3832	3	40	2
Library Assistant Trainee	0	140	2652	3236	3	40	2
Library Supervisor I	1	175	3757	4584	1	E	1
Library Supervisor II	1	186	4191	5115	1	E	1
Live Release Coordinator	1	169	3539	4319	3	40	5
Mechanic I	0	170	3575	4361	3	40	2
Mechanic II	7	183	4068	4964	3	40	2
Mechanic Assistant	0	157	3141	3832	3	40	2
Meter Reader	4	162	3301	4028	3	40	2
Parks & Leisure Services Director	1	262	8934	10901	1	E	-
Parks and Leisure Services Specialist	1	214	5540	6760	1	P	1
Parks Maintenance Worker I	3	149	2900	3539	3	40	2
Parks Maintenance Worker II	13	164	3367	4109	3	40	2
Parks Maintenance Worker II (PD)	1	164	3367	4109	3	40	2
Parks Maintenance Worker III	3	174	3719	4538	3	40	2
Parks Superintendent	1	214	5540	6760	1	E	1
Parks Supervisor	1	186	4191	5115	1	E	1
Planning Technician	0	171	3610	4405	3	A	2
Police Crime Analyst	1	203	4964	6059	3	40	5
Police Officer Trainee	5	169	3539	4319	3	40	5
Police Services Supervisor	0	200	4818	5881	1	A	1
Principal Civil Engineer	1	232	6627	8087	1	P	1
Project Manager	1	222	5998	7322	1	E	1

Property & Evidence Technician	2	164	3367	4109	3	40	5
Public Education Officer	0	159	3204	3909	3	40	5
Public Safety IT Analyst I	1	204	5014	6119	3	40	5
Public Works Director	1	267	10372	12783	1	E	-
Purchasing Agent	0	206	5115	6242	1	E	1
Records Clerk	5	157	3141	3832	3	40	5
Records Coordinator	1	159	3204	3909	3	40	2
Senior Communications Dispatcher	1	172	3646	4449	3	40	5
Senior Records Clerk	0	162	3301	4028	3	40	5
Senior Planner	1	222	5998	7322	1	P	1
Storekeeper	0	162	3301	4028	3	40	2
Utility Billing Supervisor	1	203	4964	6059	1	A	1
WWTF Operator Superintendent	1	222	5998	7322	1	E	1
WWTF Operator I	0	164	3367	4109	3	40	2
WWTF Operator II	6	173	3683	4494	3	40	2
WWTF Operator III	2	191	4405	5376	3	40	2
WWTF Operator Trainee	0	140	2652	3236	3	40	2
Water Systems Specialist	1	197	4676	5708	1	A	1
Water Utility Superintendent	1	222	5998	7322	1	E	1
Water Utility Worker I	1	164	3367	4109	3	40	2
Water Utility Worker II	14	173	3683	4494	3	40	2
Water Utility Worker III	3	191	4405	5376	3	40	2
Zalud House Curator	0	145	2787	3401	3	40	2

PUBLIC SAFETY POSITIONS

Fire Protection:

Fire Chief	1	276	10268	12657	1	E	-
Fire Deputy Chief	1	266	9296	11345	4	E	-
Fire Battalion Chief	4	252	8087	9868	4	E	-

Fire Marshal (non-sworn)	1	222	5998	7322	1	E	-
Fire Captain	10	221	5939	7249	4	27	6
Fire Engineer	9	196	4630	5651	4	27	4
Firefighter	24	186	4191	5115	4	27	4

Administrative Staff (a)

Police Protection:

Chief of Police	1	277	10372	12783	1	E	-
Police Captain	2	254	8250	10066	1	E	-
Police Lieutenant	5	242	7322	8934	1	E	-
Police Sergeant	11	226	6242	7619	4	E	3
Police Officer	59	204	5014	6119	4	28	3
Police Officer (Limited Term)	1	204	5014	6119	4	28	3

## **EMPLOYEE PAY & BENEFIT PLAN NOTES**

### **DESIGNATION**

#### OVERTIME CITY DESIGNATION

- |                             |                                   |
|-----------------------------|-----------------------------------|
| 1. Management Employees     | No Compensation for Overtime Work |
| 2. Confidential Employees   | Shall be Paid for Overtime Work   |
| 3. General Series Employees | Shall be Paid for Overtime Work   |
| 4. Fire/Police Employees    | Shall be Paid for Overtime Work   |

#### FLSA DESIGNATION

E= Executive, exempt P= Professional, exempt

A= Administrative, exempt

40 =40 hr., 7 day work period, non-exempt

28 =171 hr., 28 day work period, "7K" exempt

27 =204 hr., 27 day work period, "7K" exempt

#### EMPLOYEE GROUP DESIGNATION (REPRESENTATION)

1. Management and Confidential Series
  2. Porterville City Employees' Association
  3. Porterville Peace Officers' Association
  4. Porterville City Firefighters' Association
  5. Public Safety Support Unit
  6. Fire Officer Series
- Unrepresented Management

### **ASSIGNMENT**

- a. Firefighters, Fire Engineers, Fire Lieutenants, and Fire Captains assigned to any of three administrative staff positions (40 hour week) performing the duties of Deputy Fire Marshal, shall receive an additional 7 ½ % over their base salary.
- b. Police officer given Field Training Officer assignments shall receive an additional 5% salary increase, in daily increments, over their base salary.
- c. Police Officers and Police Sergeants assigned to HNT (Hostage Negotiations Team), MAIT (Major Accident Investigation Team), SWAT (Special Weapons and Tactics) shall receive an additional 5 %

salary increase over their base salary.

d. Police Officers and Police Sergeants given Detective assignments shall receive an additional 7 ½ % salary increase over their base salary.

e. Police Officers and Police Sergeants assigned to the K-9 Unit shall receive an additional 7 ½ % salary increase over their base salary.

f. Police Officers assigned to Corporal shall receive an additional 5%. In the event a Police Officer is assigned as Corporal, they shall not receive additional pay while performing duties of a Sergeant or Field Training Officer.

\*In the event Police Officers and Police Sergeants are assigned to more than one specialty assignment, stacking is permitted with a 10% cap, except for concurrent assignments to SWAT/HNT and MAIT. (The 10% stacking cap does not apply to K-9 assignment).

# APPENDIX C

## City of Porterville Position Pay Plan

Effective Date: October 1, 2022

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Accountant I	2	203	4964	6059	1 P	1
Accountant II	1	217	5708	6965	1 E	1
Account Clerk I	1	147	2843	3469	3 40	2
Account Clerk II	5	157	3141	3832	3 40	2
Account Clerk III	0	161	3268	3988	2 A	1
Accounting Technician	0	171	3610	4405	2 A	1
Administrative Aide	3	185	4150	5064	1 A	1
Administrative Aide (Limited Term)	2	185	4150	5064	1 A	1
Administrative Analyst I	2	203	4964	6059	1 E	1
Administrative Analyst II	3	217	5708	6965	1 E	1
Administrative Assistant	5	159	3204	3909	2 A	1
Administrative Services Manager	1	244	7469	9113	1 E	-
Administrative Services Director	0	267	9389	11458	1 E	-
Adult Lit. Prog. Coord. (Lt. Term)	0	185	4150	5064	1 E	1
Airport Services Coordinator	1	188	4276	5218	1 E	1
Animal Control Officer	0	159	3204	3909	3 40	5
Animal Shelter Supervisor	1	204	5014	6119	1 E	1
Assistant City Engineer	1	243	7395	9023	1 P	1
Assistant City Manager	1	277	10372	12783	1 E	-
Assistant Construction Project Mgr.	1	211	5376	6561	1 E	1
Assistant Engineer	1	211	5376	6561	1 P	1
Assistant Engineer (Limited Term)	0	211	5376	6561	1 P	1
Assistant Field Services Manager	0	230	6496	7928	1 A	1

Assistant Planner	1	203	4964	6059	1	P	1
Assistant Project Manager	1	211	5376	6561	1	E	1
Associate Engineer	2	222	5998	7322	1	P	1
Associate Planner	1	217	5708	6965	1	P	1
Building Inspector I	1	195	4584	5595	3	40	2
Building Inspector II	1	205	5064	6181	3	P	2
Building Permit Technician	1	185	4150	5064	1	A	1
Chemist I	1	209	5270	6432	1	P	1
Chemist II	0	217	5708	6965	1	P	1
Chief Building Inspector	1	222	5998	7322	1	E	1
Chief Building Official	1	232	6627	8087	1	E	1
Chief Deputy City Clerk	1	217	5708	6965	1	E	1
Chief Financial Officer	1	247	7695	9389	1	E	-
Chief of Parks & Leisure Svcs. Ops.	0	243	7395	9023	1	E	-
City Attorney (part time)		Flat					
City Engineer	1	249	7850	9578	1	E	1
City Librarian	1	222	5998	7322	1	E	1
City Manager	1	CONTR ACT	15584	15584	1	E	-
City Planner	0	244	7469	9113	1	E	1
Clerical Assistant I	0	147	2843	3469	3	40	2
Clerical Assistant I (Limited Term)	1	147	2843	3469	3	40	2
Clerical Assistant II	7	152	2988	3646	3	40	2
Clerical Assistant III	2	157	3141	3832	3	A	2
Clerical Assistant Trainee	0	137	2574	3141	3	40	2
Code Enforcement Officer	2	169	3539	4319	3	40	5
Code Enforcement Officer II	1	189	4319	5270	3	40	5
Communications Dispatcher	11	167	3469	4233	3	40	5
Communications Dispatcher (Lt. Term)	0	167	3469	4233	3	40	5
Communications Supervisor	1	191	4405	5376	3	40	5

Community Development Director	0	267	9389	11458	1	E	-
Community Development Manager	1	244	7469	9113	1	E	1
Community Services Officer I	7	169	3539	4319	3	40	5
Community Services Officer II	1	179	3909	4770	3	40	5
Construction/Project Manager	1	232	6627	8087	1	P	1
Crisis Intervention Specialist	1	189	4319	5270	3	40	5
Deputy City Clerk	1	203	4964	6059	1	A	1
Deputy City Manager	1	282	10901	13569	1	E	-
Deputy Public Works Director/ City Engineer	0	255	8332	10167	1	E	-
Deputy Public Works Director/ Field Services Manager	0	255	8332	10167	1	E	-
Development Assistant	1	203	4964	6059	1	P	1
Development Assistant: Housing	0	203	4964	6059	1	P	1
Development Associate	1	217	5708	6965	1	P	1
Economic Dev. & Housing Mgr.	1	244	7469	9113	1	E	1
Electrician/Instrument Technician	1	190	4361	5323	3	40	2
Engineering & Building Technician	2	171	3610	4405	3	40	2
Engineering Inspector I	0	195	4584	5595	3	P	2
Engineering Inspector II	2	205	5064	6181	3	P	2
Engineering & Project Management Director	1	267	9389	11458	1	E	-
Engineering Specialist I	0	175	3757	4584	3	40	2
Engineering Specialist II	2	186	4191	5115	3	40	2
Engineering Specialist III	1	195	4584	5595	3	P	2
Engineering Specialist III – (Lt. Term)	0	195	4584	5595	3	P	2
Executive Assistant to City Manager	1	164	3367	4109	2	A	1
Field Services Manager	1	244	7469	9113	1	E	1
Field Services Shop Superintendent	1	218	5765	7035	1	E	1
Field Services Shop Supervisor	0	195	4584	5595	1	E	1
Field Services Streets Superintendent	1	214	5540	6760	1	E	1

Field Services Superintendent	1	214	5540	6760	1	E	1
Field Services Supervisor	1	186	4191	5115	1	E	1
Field Services Supervisor – Water	1	197	4676	5708	1	E	1
Field Services Worker I	0	154	3048	3719	3	40	2
Field Services Worker I- Airport Maint.	2	154	3048	3719	3	40	2
Field Services Worker II	17	164	3367	4109	3	40	2
Field Services Worker II- Streets	8	166	3435	4191	3	40	2
Field Services Worker III	2	174	3719	4538	3	40	2
Field Services Worker III- Airport	0	174	3719	4538	3	40	2
Field Services Worker III- Streets	1	176	3794	4630	3	40	2
Field Services Worker Trainee	0	140	2652	3236	3	40	2
Finance Director	1	267	9389	11458	1	E	-
G.I.S. Supervisor	1	217	5708	6965	1	P	1
G.I.S. Technician	0	171	3610	4405	3	40	2
Human Resources Aide	2	185	4150	5064	1	A	1
Human Resources Analyst I	0	203	4964	6059	1	A	1
Human Resources Analyst II	0	217	5708	6965	1	E	1
Human Resources Assistant	0	159	3204	3909	2	A	1
Industrial Waste Inspector I	0	194	4538	5540	3	P	2
Industrial Waste Inspector II	0	205	5064	6181	1	P	1
Information Technology Manager	1	244	7469	9113	1	E	1
Information Technology Technician	1	171	3610	4405	3	40	2
Lab Attendant	0	163	3334	4068	3	40	2
Lab Superintendent	1	225	6181	7544	1	E	1
Lab Supervisor	0	225	6181	7544	1	E	1
Lab Technician I	0	178	3870	4723	3	40	2
Lab Technician II	1	188	4276	5218	3	40	2
Lab Technician III	0	198	4723	5765	3	P	2

Leisure Services Coordinator	2	170	3575	4361	3	40	2
Leisure Servs Coordinator (Lt. Term)	0	170	3575	4361	3	40	2
Leisure Services Superintendent	0	208	5218	6368	1	E	1
Leisure Services Supervisor	1	186	4191	5115	1	E	1
Library Assistant	7	157	3141	3832	3	40	2
Library Assistant (Limited Term)	0	157	3141	3832	3	40	2
Library Assistant Trainee	0	140	2652	3236	3	40	2
Library Supervisor I	1	175	3757	4584	1	E	1
Library Supervisor II	1	186	4191	5115	1	E	1
Live Release Coordinator	1	169	3539	4319	3	40	5
Mechanic I	0	170	3575	4361	3	40	2
Mechanic II	7	183	4068	4964	3	40	2
Mechanic Assistant	0	157	3141	3832	3	40	2
Meter Reader	4	162	3301	4028	3	40	2
Parks & Leisure Services Director	1	267	9389	11458	1	E	-
Parks and Leisure Services Specialist	1	214	5540	6760	1	P	1
Parks Maintenance Worker I	3	149	2900	3539	3	40	2
Parks Maintenance Worker II	13	164	3367	4109	3	40	2
Parks Maintenance Worker II (PD)	1	164	3367	4109	3	40	2
Parks Maintenance Worker III	3	174	3719	4538	3	40	2
Parks Superintendent	1	214	5540	6760	1	E	1
Parks Supervisor	1	186	4191	5115	1	E	1
Planning Technician	0	171	3610	4405	3	A	2
Police Crime Analyst	1	203	4964	6059	3	40	5
Police Officer Trainee	5	169	3539	4319	3	40	5
Police Services Supervisor	0	200	4818	5881	1	A	1
Principal Civil Engineer	1	232	6627	8087	1	P	1
Project Manager	1	222	5998	7322	1	E	1

Property & Evidence Technician	2	164	3367	4109	3	40	5
Public Education Officer	0	159	3204	3909	3	40	5
Public Safety IT Analyst I	1	204	5014	6119	3	40	5
Public Works Director	1	277	10372	12783	1	E	-
Purchasing Agent	0	206	5115	6242	1	E	1
Records Clerk	5	157	3141	3832	3	40	5
Records Coordinator	1	159	3204	3909	3	40	2
Senior Communications Dispatcher	1	172	3646	4449	3	40	5
Senior Records Clerk	0	162	3301	4028	3	40	5
Senior Planner	1	222	5998	7322	1	P	1
Storekeeper	0	162	3301	4028	3	40	2
Utility Billing Supervisor	1	203	4964	6059	1	A	1
WWTF Operator Superintendent	1	222	5998	7322	1	E	1
WWTF Operator I	0	164	3367	4109	3	40	2
WWTF Operator II	6	173	3683	4494	3	40	2
WWTF Operator III	2	191	4405	5376	3	40	2
WWTF Operator Trainee	0	140	2652	3236	3	40	2
Water Systems Specialist	1	197	4676	5708	1	A	1
Water Utility Superintendent	1	222	5998	7322	1	E	1
Water Utility Worker I	1	164	3367	4109	3	40	2
Water Utility Worker II	14	173	3683	4494	3	40	2
Water Utility Worker III	3	191	4405	5376	3	40	2
Zalud House Curator	0	145	2787	3401	3	40	2

PUBLIC SAFETY POSITIONS

Fire Protection:

Fire Chief	1	277	10372	12783	1	E	-
Fire Deputy Chief	1	266	9296	11345	4	E	-
Fire Battalion Chief	4	252	8087	9868	4	E	-

Fire Marshal (non-sworn)	1	232	6627	8087	1	E	-
Fire Captain	10	221	5939	7249	4	27	6
Fire Engineer	9	196	4630	5651	4	27	4
Firefighter	24	186	4191	5115	4	27	4

Administrative Staff (a)

Police Protection:

Chief of Police	1	277	10372	12783	1	E	-
Police Captain	2	254	8250	10066	1	E	-
Police Lieutenant	5	242	7322	8934	1	E	-
Police Sergeant	11	226	6242	7619	4	E	3
Police Officer	59	204	5014	6119	4	28	3
Police Officer (Limited Term)	1	204	5014	6119	4	28	3

## **EMPLOYEE PAY & BENEFIT PLAN NOTES**

### **DESIGNATION**

#### OVERTIME CITY DESIGNATION

- |                             |                                   |
|-----------------------------|-----------------------------------|
| 1. Management Employees     | No Compensation for Overtime Work |
| 2. Confidential Employees   | Shall be Paid for Overtime Work   |
| 3. General Series Employees | Shall be Paid for Overtime Work   |
| 4. Fire/Police Employees    | Shall be Paid for Overtime Work   |

#### FLSA DESIGNATION

E= Executive, exempt P= Professional, exempt

A= Administrative, exempt

40 =40 hr., 7 day work period, non-exempt

28 =171 hr., 28 day work period, "7K" exempt

27 =204 hr., 27 day work period, "7K" exempt

#### EMPLOYEE GROUP DESIGNATION (REPRESENTATION)

1. Management and Confidential Series
  2. Porterville City Employees' Association
  3. Porterville Peace Officers' Association
  4. Porterville City Firefighters' Association
  5. Public Safety Support Unit
  6. Fire Officer Series
- Unrepresented Management

### **ASSIGNMENT**

- a. Firefighters, Fire Engineers, Fire Lieutenants, and Fire Captains assigned to any of three administrative staff positions (40 hour week) performing the duties of Deputy Fire Marshal, shall receive an additional 7 ½ % over their base salary.
- b. Police officer given Field Training Officer assignments shall receive an additional 5% salary increase, in daily increments, over their base salary.
- c. Police Officers and Police Sergeants assigned to HNT (Hostage Negotiations Team), MAIT (Major Accident Investigation Team), SWAT (Special Weapons and Tactics) shall receive an additional 5 %

salary increase over their base salary.

d. Police Officers and Police Sergeants given Detective assignments shall receive an additional 7 ½ % salary increase over their base salary.

e. Police Officers and Police Sergeants assigned to the K-9 Unit shall receive an additional 7 ½ % salary increase over their base salary.

f. Police Officers assigned to Corporal shall receive an additional 5%. In the event a Police Officer is assigned as Corporal, they shall not receive additional pay while performing duties of a Sergeant or Field Training Officer.

\*In the event Police Officers and Police Sergeants are assigned to more than one specialty assignment, stacking is permitted with a 10% cap, except for concurrent assignments to SWAT/HNT and MAIT. (The 10% stacking cap does not apply to K-9 assignment).



**SUBJECT:** Authorization to Execute Professional Services Agreement with Hartman Engineering

**SOURCE:** Community Development

**COMMENT:** On October 21, 2025, the City issued a Request for Proposals (RFP) for consultant services to streamline planning operations and development review processes, including evaluation of permitting workflows, identification of process inefficiencies, and development of recommendations to improve turnaround times and customer service.

The RFP was released on October 28, 2025, and an addendum extended the proposal deadline to December 10, 2025. A total of eleven (11) proposals were received, of which one was deemed non-responsive. Proposals were evaluated by a staff committee based on qualifications, relevant experience, project approach, and cost, with local preference points applied in accordance with City policy.

At its February 17, 2026, meeting, the City Council selected Hartman Engineering to provide the requested services.

Hartman Engineering submitted a proposal in the amount of \$74,925, which is within the FY 2025–26 Community Development operating budget.

**RECOMMENDATION:** That the City Council authorize the City Manager, or designee, to execute a professional services agreement with Hartman Engineering for streamlining planning operations and development review processes in an amount not to exceed \$74,925.

**ATTACHMENTS:**

1. Draft Agreement - Hartman Eng
2. Scope - Hartman

**Appropriated/Funded:**

Review By:

Department Director:  
Claudia Calderon, Community Development Director

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

CONSULTANT  
SERVICE AGREEMENT

DATE: \_\_\_\_\_

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and \_\_\_\_\_, hereinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "project" is described as follows:

Project Name: Streamlining Planning Operations and Development Review Processes

Description of Project: Provision of consulting services with \_\_\_\_\_, and their approved sub-consultants (if applicable) to streamline planning operations and development review processes. To assess existing permitting and development workflows, identify bottlenecks, and develop actionable recommendations to reduce turnaround times, enhance customer service, and improve coordination among departments involved in development review. Details are summarized in the Scope of Services as Attachment "A", as provided by CONSULTANT.

AGREEMENTS:

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES:

In consideration for said services and materials, CITY shall pay CONSULTANT as detailed in Exhibit B (specifically, Cost Proposal). In the event the contract is extended for any period of time, the cost for services must be agreed upon by both parties.

SECTION 2. PAYMENT:

Progress payment requests shall be itemized, identify the project budget, budget balance and shall reference the completion of tasks associated with the billable hours, and submitted by the 25th of each month. CONSULTANT should receive payment within 30 days of the date the bill is received.

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of

this agreement and all "work directives" shall be completed in a timely manner. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies. This contract will be in effect for \_\_\_\_\_. This contract can be extended after the expiration date, upon mutual agreement by both parties.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT'S reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in writing signed by both parties.

#### SECTION 4. FAMILIARITY WITH PROJECT:

CONSULTANT certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. Consultant shall perform all of these services to the satisfaction of the City. Consultant represents and warrants that it has the qualifications, experience, licenses and facilities to properly perform said services in a thorough, competent and professional manner. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY is the only available source of said information.

#### SECTION 5. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY.

As an independent contractor, the consultant will obtain and maintain an active City business license at all times during the term of this Agreement.

#### SECTION 6. INSURANCE REQUIREMENTS:

CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than Two Million Dollars (\$2,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of Two Million Dollars (\$2,000,000) minimum per claim and in the aggregate; and if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible or a financial guarantee of CONSULTANT'S agreement to satisfy the deductible; and
- (iv) Automotive liability in the amount not less than Two Million Dollars (\$2,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and

## CONSULTANT.

### SECTION 7. INDEMNIFICATION:

#### Indemnity for Professional Liability:

To the fullest extent permitted by law, CONSULTANT shall indemnify, protect, including reimbursement of the reasonable cost to defend and hold harmless CITY and any of its officials, employees and agents from and against any and all third party liability (including liability for losses, damages, costs, and expenses, including reimbursement of reasonable legal consultant's fees and costs but only to the extent of CONSULTANT'S (and its Sub- Consultants) negligence, recklessness, or willful misconduct in the performance of professional services under this agreement as determined by a court of competent jurisdiction or as agreed upon by the parties in settlement.

#### Indemnity for Other than Professional Liability:

Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY, and any and all of its employees, officials, and agents from and against any third-party liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including reasonable legal Consultant's fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent it arises out of the Consultant's negligence or willful misconduct in performance of this Agreement by CONSULTANT or by any individual or CITY for which CONSULTANT is legally liable, including, but not limited to officers, agents, employees, or subcontractors of CONSULTANT, except and to the extent such losses are caused by the sole negligence or willful misconduct of the CITY.

### SECTION 8. WORKMANSHIP AND MATERIALS:

To the extent that the work required of CONSULTANT includes the preparation of design documents, CONSULTANT shall have a duty to prepare said design documents free from defects. To the extent that work required of CONSULTANT includes the provision of intellectual property to CITY, CONSULTANT warrants that it has ownership of said intellectual property being provided to CITY.

Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. In performing the work under any task order, CONSULTANT shall exercise the degree of care and skill ordinarily exercised by reputable consultants performing the same or similar services in the same geographic area, including but not limited to using personnel of required skill, experience, and qualifications. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY upon full payment to CONSULTANT for services provided in accordance with this agreement. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use as

expressly defined in the Scope of Services.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of projects or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY'S sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes made by the CITY or its agents unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

#### SECTION 9. ASSIGNMENT OF CONTRACT:

It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.

#### SECTION 10. PROHIBITION OF DISCRIMINATION:

CONSULTANT will not discriminate against any employee, or applicant for employment as required by applicable Federal and State law.

#### SECTION 11. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code," adopted in accordance with the requirements of the Political Reform Act of 1974. CONSULTANT agrees comply with any and all other conflict of interest laws and regulations, and/or policies adopted by the City.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

#### SECTION 12. TERMINATION:

Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

SECTION 13. ENTIRE CONTRACT AND AMBIGUITIES:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. This Agreement supersedes and takes the place of all prior oral or written representations and agreements between the parties, and constitutes the entire understanding of the parties hereto. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect. Each party and its legal counsel have had the opportunity to participate fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

SECTION 14. ATTORNEYS' FEES:

Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 15. DISPUTES: VENUE:

If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that this Agreement is entered into and is to be performed in Tulare County, California. To the fullest extent permitted by law, each party hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

SECTION 16. WAIVERS:

Any waiver granted by either party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this agreement shall not be construed as a waiver of any other terms and conditions of this Agreement, not shall any waiver constitute a continuing waiver.

IN WITNESS WHEREOF, the parties have executed this Service Agreement on the date and year first above written.

CITY OF PORTERVILLE

CONSULTANT

By: \_\_\_\_\_  
Greg Meister, Mayor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment "A"  
SCOPE OF SERVICES FROM RFP

DRAFT

Attachment "B"  
COST PROPOSAL

DRAFT

DRAFT

## Planning RFQ - Scope Summary

RFP Task Description		Scope of Work	Cost	Timeline
<b>Task 1</b>	<b>Project Initiation and Background Review</b>		<b>\$ 6,250</b>	<b>Weeks 1-3</b>
	Conduct a kickoff meeting with City staff to establish goals, deliverables, and communication protocols.	Schedule Kickoff meeting with Community Development, Engineering, Fire, Public Works. Goals, deliverables, communication protocols defined	\$ 625	
	Review existing planning processes, forms, procedures, checklists, and applicable ordinances.	Review of ordinances, procedures, forms, checklists	\$ 938	
	Evaluate the organization, staffing, and interdepartmental coordination within Community Development and related departments (Engineering, Fire, Public Works, etc.).	<ul style="list-style-type: none"> <li>Review of staffing structures</li> <li>Workflow observations conducted by Project Manager</li> </ul>	\$ 3,125	
	Review relevant state and local mandates that impact permitting and development review timelines	Development of compliance matrix including CEQA requirements	\$ 1,563	
<b>Task 2</b>	<b>Process Mapping and Workflow Analysis</b>		<b>\$ 15,625</b>	<b>Weeks 4-7</b>
	Document current workflows for planning entitlement, plan review, and permitting functions.	Swim-lane diagrams documenting interdepartmental workflows	\$ 2,344	
	Identify areas of duplication, unnecessary handoffs, and inefficiencies.	Identification of duplications, unnecessary approvals, delay points	\$ 2,344	
	Map customer touchpoints, approval timelines, and communication channels.	<ul style="list-style-type: none"> <li>Customer touchpoints analyzed</li> <li>Communication and delay issues identified</li> </ul>	\$ 7,813	
	Evaluate the integration of digital tools (e.g., permit tracking systems, GIS, electronic plan review).	<ul style="list-style-type: none"> <li>Assessment of permit tracking systems</li> <li>Electronic plan review platforms</li> <li>Engineering drawing compliance checks</li> </ul>	\$ 3,125	
<b>Task 3</b>	<b>Benchmarking and Best Practices</b>		<b>\$ 15,625</b>	<b>Weeks 8-12</b>
	Compare Porterville's planning operations and timelines with peer cities of similar size and complexity.	<ul style="list-style-type: none"> <li>Benchmarking against peer cities (Visalia, Tulare)</li> <li>Timeline and efficiency comparisons</li> </ul>	\$ 2,344	
	Identify best practices in development review, customer service, and process efficiency.	Identification of adaptable strategies enhancing transparency and accountability	\$ 3,906	
	Evaluate technology platforms and digital permitting tools that could improve transparency and accountability	Evaluation of automated review tools and engineering-focused technologies	\$ 9,375	
<b>Task 4</b>	<b>Recommendations and Implementation Strategy</b>		<b>\$ 21,800</b>	<b>Weeks 13-22</b>
	Develop actionable recommendations to streamline planning operations, including: <ul style="list-style-type: none"> <li>Workflow and organizational improvements;</li> <li>Policy and procedural updates;</li> <li>Staffing and resource alignment;</li> <li>Technology and data management enhancements;</li> <li>Performance metrics and reporting mechanisms</li> </ul>	<ul style="list-style-type: none"> <li>Prioritized workflow optimizations</li> <li>Staffing alignments</li> <li>Policy updates included in recommendations</li> <li>Staffing implications identified for each recommendation</li> <li>Portal integration</li> <li>Dashboard development</li> <li>System upgrades</li> <li>KPIs defined at each process step</li> <li>Performance dashboard concepts</li> </ul>	\$ 13,125	
	Provide a phased implementation plan identifying short-, mid-, and long-term actions.	Structured phased implementation plan	\$ 4,300	
	Identify potential costs, staffing implications, and return on investment for each recommendation.	<ul style="list-style-type: none"> <li>Cost estimates provided</li> <li>Staffing impacts outlined</li> <li>Projected 30-40% efficiency gains</li> </ul>	\$ 4,375	
<b>Task 5</b>	<b>Stakeholder and Community Engagement</b>		<b>\$ 9,375</b>	<b>Weeks 4-12</b>
	Conduct interviews or focus groups with internal and external stakeholders (staff, applicants, developers, community representatives).	Interviews with staff, developers, businesses, community representatives	\$ 3,281	
	Summarize feedback on service delivery, communication, and opportunities for improvement.	Interim reports summarizing stakeholder feedback	\$ 2,813	
	Present draft findings and recommendations to the City Council, as directed.	Draft recommendations presented for iterative review • Final presentation to City Council	\$ 3,281	
<b>Task 6</b>	<b>Final Report and Presentation</b>		<b>\$ 6,250</b>	<b>Weeks 23-24</b>
	Prepare a comprehensive final report summarizing findings, analyses, and recommendations.	Comprehensive final report with assessments and implementation roadmap	\$ 3,125	
	Deliver a clear, actionable implementation roadmap with measurable outcomes and performance indicators.	Roadmap includes KPIs and ROI analysis	\$ 1,875	
	Present final recommendations to the City Manager and City Council	Presentation to City Council with Q&A	\$ 1,250	

Total

**\$ 74,925**



**SUBJECT:** Authorization to Execute Professional Services Agreement with Graham Associates

**SOURCE:** Community Development

**COMMENT:** On October 21, 2025, the City issued a Request for Proposals (RFP) for consultant services to enhance economic development operations, including modernization of economic development functions, strengthening business recruitment and retention strategies, and improving interdepartmental coordination.

The RFP was released on October 28, 2025, and the proposal deadline was extended to December 10, 2025. A total of thirteen (13) proposals were received, of which one was deemed non-responsive. Proposals were evaluated by a staff committee based on qualifications, experience, project approach, timelines, and cost, with local preference points applied in accordance with City policy.

At its February 17, 2026, meeting, the City Council selected Graham Associates to provide the requested services.

Graham Associates initially submitted a proposal in the amount of \$116,628, which exceeded the approved budget of \$80,000. The City Council directed staff to negotiate a revised scope of services and fee consistent with the FY 2025–26 Community Development operating budget.

On February 20, 2026, staff met with Graham Associates and successfully negotiated a revised scope of work and fee not to exceed \$80,000.

**RECOMMENDATION:** That the City Council authorize the City Manager, or designee, to execute a professional services agreement with Graham Associates for enhancing economic development operations in an amount not to exceed \$80,000.

ATTACHMENTS:

1. Draft Contract- Graham Associates
2. Scope of Work - Graham Associates

Appropriated/Funded:

Review By:

Department Director:

Claudia Calderon, Community Development Director

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

CONSULTANT  
SERVICE AGREEMENT

DATE: \_\_\_\_\_

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and \_\_\_\_\_, hereinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "project" is described as follows:

Project Name: Streamlining Planning Operations and Development Review Processes

Description of Project: Provision of consulting services with \_\_\_\_\_, and their approved sub-consultants (if applicable) to assist in enhancing and modernizing the City's economic development operations. To strengthen the City's capacity to attract and retain businesses, increase investment, expand the local tax base, and promote sustainable job creation while training City staff on best practices in economic development. Details are summarized in the Scope of Services as Attachment "A", as provided by CONSULTANT.

AGREEMENTS:

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES:

In consideration for said services and materials, CITY shall pay CONSULTANT as detailed in Exhibit B (specifically, Cost Proposal). In the event the contract is extended for any period of time, the cost for services must be agreed upon by both parties.

SECTION 2. PAYMENT:

Progress payment requests shall be itemized, identify the project budget, budget balance and shall reference the completion of tasks associated with the billable hours, and submitted by the 25th of each month. CONSULTANT should receive payment within 30 days of the date the bill is received.

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all "work directives" shall be completed in a timely manner. In the

case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies. This contract will be in effect for \_\_\_\_\_. This contract can be extended after the expiration date, upon mutual agreement by both parties.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT'S reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in writing signed by both parties.

#### SECTION 4. FAMILIARITY WITH PROJECT:

CONSULTANT certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. Consultant shall perform all of these services to the satisfaction of the City. Consultant represents and warrants that it has the qualifications, experience, licenses and facilities to properly perform said services in a thorough, competent and professional manner. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY is the only available source of said information.

#### SECTION 5. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY.

As an independent contractor, the consultant will obtain and maintain an active City business license at all times during the term of this Agreement.

#### SECTION 6. INSURANCE REQUIREMENTS:

CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than Two Million Dollars (\$2,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of Two Million Dollars (\$2,000,000) minimum per claim and in the aggregate; and if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible or a financial guarantee of CONSULTANT'S agreement to satisfy the deductible; and
- (iv) Automotive liability in the amount not less than Two Million Dollars (\$2,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT.

## SECTION 7. INDEMNIFICATION:

### Indemnity for Professional Liability:

To the fullest extent permitted by law, CONSULTANT shall indemnify, protect, including reimbursement of the reasonable cost to defend and hold harmless CITY and any of its officials, employees and agents from and against any and all third party liability (including liability for losses, damages, costs, and expenses, including reimbursement of reasonable legal consultant's fees and costs but only to the extent of CONSULTANT'S (and its Sub- Consultants) negligence, recklessness, or willful misconduct in the performance of professional services under this agreement as determined by a court of competent jurisdiction or as agreed upon by the parties in settlement.

### Indemnity for Other than Professional Liability:

Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY, and any and all of its employees, officials, and agents from and against any third-party liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including reasonable legal Consultant's fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent it arises out of the Consultant's negligence or willful misconduct in performance of this Agreement by CONSULTANT or by any individual or CITY for which CONSULTANT is legally liable, including, but not limited to officers, agents, employees, or subcontractors of CONSULTANT, except and to the extent such losses are caused by the sole negligence or willful misconduct of the CITY.

## SECTION 8. WORKMANSHIP AND MATERIALS:

To the extent that the work required of CONSULTANT includes the preparation of design documents, CONSULTANT shall have a duty to prepare said design documents free from defects. To the extent that work required of CONSULTANT includes the provision of intellectual property to CITY, CONSULTANT warrants that it has ownership of said intellectual property being provided to CITY.

Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. In performing the work under any task order, CONSULTANT shall exercise the degree of care and skill ordinarily exercised by reputable consultants performing the same or similar services in the same geographic area, including but not limited to using personnel of required skill, experience, and qualifications. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY upon full payment to CONSULTANT for services provided in accordance with this agreement. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use as expressly defined in the Scope of Services.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of projects or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY'S sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes made by the CITY or its agents unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

#### SECTION 9. ASSIGNMENT OF CONTRACT:

It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.

#### SECTION 10. PROHIBITION OF DISCRIMINATION:

CONSULTANT will not discriminate against any employee, or applicant for employment as required by applicable Federal and State law.

#### SECTION 11. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code," adopted in accordance with the requirements of the Political Reform Act of 1974. CONSULTANT agrees comply with any and all other conflict of interest laws and regulations, and/or policies adopted by the City.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

#### SECTION 12. TERMINATION:

Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

#### SECTION 13. ENTIRE CONTRACT AND AMBIGUITIES:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. This Agreement supersedes and takes the place of all prior oral or written representations and agreements between the parties, and constitutes the entire understanding of the parties hereto. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect. Each party and its legal counsel have had the opportunity to participate fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**SECTION 14. ATTORNEYS' FEES:**

Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

**SECTION 15. DISPUTES: VENUE:**

If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that this Agreement is entered into and is to be performed in Tulare County, California. To the fullest extent permitted by law, each party hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

**SECTION 16. WAIVERS:**

Any waiver granted by either party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this agreement shall not be construed as a waiver of any other terms and conditions of this Agreement, not shall any waiver constitute a continuing waiver.

IN WITNESS WHEREOF, the parties have executed this Service Agreement on the date and year first above written.

CITY OF PORTERVILLE

CONSULTANT

By: \_\_\_\_\_  
Greg Meister, Mayor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment "A"  
SCOPE OF SERVICES FROM RFP

DRAFT

Attachment "B"  
COST PROPOSAL

DRAFT

DRAFT

	RFP Task Description	Proposal	Cost	Deliverables Proposed	Timeline
<b>Task 1</b>	<b>Project Initiation and Organizational Assessment</b>				
	Conduct a kickoff meeting with City leadership to establish project goals, deliverables, and communication protocols.	Conduct a kickoff meeting with City leadership to confirm goals, deliverables, and communication protocols.		Organizational Assessment and Recommendations Report.	Weeks 1-6
	Review existing economic development policies, programs, and interdepartmental coordination processes.	Review existing economic development policies, programs, interdepartmental coordination processes, and organizational structure.			
	Evaluate the City's current structure, staffing, and resources dedicated to economic development.	Interview key staff and partners to identify strengths, gaps, and barriers to proactive business engagement.			
	Identify internal and external barriers that limit proactive business engagement and recommend strategies to address them.	Develop practical recommendations for improving structure, staffing focus, internal workflows, and coordination.	\$ 10,750		
<b>Task 2</b>	<b>Retail Recruitment and Business Attraction Strategy</b>				Weeks 4-28
	Develop a retail recruitment strategy to attract local, regional, and national retailers aligned with Porterville's demographics and economic vision.	Develop a retail recruitment and business attraction strategy aligned with the City's land use, downtown revitalization, and economic vision.		Retail Recruitment and Business Attraction Strategy	
	Leverage the consultant's professional network to generate qualified business leads and recruit target industries that expand the City's tax base and create jobs.	Leverage existing relationships with brokers, site selectors, and national/regional retailers to generate qualified leads.			
	Identify key market sectors and potential anchor businesses consistent with the City's land use and downtown revitalization priorities.	Analyze Porterville's demographic profile, trade areas, and retail leakage to identify priority sectors and tenants.			
	Provide quarterly reports summarizing outreach efforts, prospective tenants, and progress toward recruitment goals.			Quarterly Outreach and KPI Reports	
	Reports shall include key performance indicators that demonstrate measurable progress toward the City's business recruitment and retention objectives.	Track outreach and provide quarterly updates with key performance indicators (KPIs).	\$ 11,750		
<b>Task 3</b>	<b>Real Estate and Site Readiness Consultation</b>				Weeks 8-20
	Evaluate existing commercial properties and potential development sites for business and retail opportunities.	Evaluate existing residential, commercial, and industrial properties and potential development sites for business and retail opportunities.		Site Readiness Assessment	
	Provide guidance on site readiness, zoning, market positioning, and infrastructure improvements to make Porterville more attractive to investors and tenants.	Assess zoning, infrastructure, access, and market positioning for priority sites.			
	Coordinate with property owners, developers, and brokers to prepare marketing materials and development prospectuses.	Collaborate with property owners, developers, and brokers to prepare professional, investor-ready marketing materials and prospectuses.	\$ 12,000	Priority Site Prospectuses and Marketing Sheets	
<b>Task 4</b>	<b>Business Outreach and Partnership Development</b>				Weeks 1-40 (ongoing)
	Serve as a liaison between the City, property owners, developers, and prospective businesses.	Serve as a liaison between the City, property owners, developers, and prospective businesses.		Partnership Coordination Plan	
	Support the City's negotiations and business engagement efforts to ensure mutually beneficial and sustainable partnerships.	Support City staff in negotiations, term discussions, and deal structuring to help achieve mutually beneficial, sustainable partnerships.			
	Coordinate with local and regional partners including the Porterville Chamber of Commerce, TCAG, the Workforce Investment Board, and the Tulare County Economic Development Corporation to align recruitment efforts and resources.	Coordinate with regional partners such as the Porterville Chamber of Commerce, TCAG, the Workforce Investment	\$ 8,000	Periodic Stakeholder Engagement Summaries	
<b>Task 5</b>	<b>Staff Training and Best Practices Development</b>				Weeks 18-34
	Design and deliver training for City staff on economic development best practices, customer service, and business retention/expansion strategies.	Design and deliver training for City staff on business outreach, retention and expansion, site selection support, customer service, grant readiness, and performance tracking.		Staff Training Curriculum and Materials	
	Topics may include business outreach, relationship management, site selection support, marketing, grant readiness, and performance tracking.	Provide written training materials, checklists, and process guides tailored to Porterville's internal structure.		Summary of Training Sessions and Recommendations for Ongoing Capacity-Building	
	Provide written training materials and mentoring recommendations to ensure lasting capacity building within City departments.	Offer recommendations for ongoing mentoring and internal knowledge transfer.	\$ 11,000		
<b>Task 6</b>	<b>Task 6 – Market Analysis and Economic Profile</b>				Weeks 10-22
	Conduct market analysis highlighting Porterville's demographics, retail trade areas, and economic strengths.	Develop a market analysis that highlights demographics, labor force, retail trade areas, and Porterville's competitive advantages for targeted industries.		Market Analysis Report	
	Identify key opportunities and competitive advantages for targeted industries.	Prepare a concise economic profile and marketing collateral that City staff can use for business attraction and investment promotion.		Economic Profile Promotional Collateral	
	Develop presentation materials and marketing collateral that can be used by City staff to attract investment and promote the community to prospective businesses.		\$ 14,000		
<b>Task 7</b>	<b>Implementation Plan and Reporting</b>				Weeks 30-40
	Prepare a clear, phased implementation plan identifying short-, mid-, and long-term actions, responsible parties, and estimated costs.	Develop a clear, phased implementation plan, identifying short-, mid-, and long-term actions, responsible parties, and estimated costs.		Implementation Roadmap	
	Establish measurable performance indicators to track progress toward goals such as increased investment, job creation, and business retention.	Establish measurable performance indicators for tracking investment, job creation, and business retention outcomes.			
	Present findings and recommendations to the City Manager and City Council.	Present key findings and recommendations to the City Manager and City Council.	\$ 12,500	Final Presentation to City Leadership and City Council	
			Total	\$ 80,000	



**SUBJECT:** Adoption of an Ordinance Amending Chapter 15.20 of the Porterville Municipal Code Relating to Entertainment Zones

**SOURCE:** City Manager's Office

**COMMENT:** At its meeting of February 17, 2026, the City Council authorized initiation of an amendment to Chapter 15.20 of the Porterville Municipal Code to establish Entertainment Zones within designated public areas of the City. The Council also approved the Downtown Entertainment Zone Operating Standards and directed staff to return with the ordinance for formal consideration at a noticed public hearing.

Since that meeting, staff have incorporated the Council's requested modification to include the Porterville Municipal Airport as an additional designated Entertainment Zone location. The ordinance now provides for two potential Entertainment Zone areas:

- The Downtown Entertainment Zone, generally located along Main Street between Olive Avenue and Morton Avenue, and
- The Porterville Municipal Airport, where Entertainment Zone activation may occur in conjunction with approved civic events held on airport property.

Entertainment Zones are intended to support community civic events, encourage economic activity, and activate public spaces while maintaining local control and public safety oversight. Participation in any Entertainment Zone would remain voluntary and limited to eligible ABC-licensed establishments. Alcohol consumption would only be permitted during approved events, within defined boundaries, and subject to the adopted Operating Standards and applicable State law.

The ordinance before the Council formally amends Chapter 15.20 of the Porterville Municipal Code to establish Entertainment Zones as a regulated activity. The ordinance incorporates required statutory elements, establishes operational requirements, and relies on the previously approved Operating Standards to guide implementation, enforcement, and event management.

This item is before the City Council tonight to conduct the required public hearing and consider adoption of the ordinance.

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive comments regarding the proposed ordinance amending Chapter 15.20 of the Porterville Municipal Code relating to Entertainment Zones; and
2. Introduce and give the first reading of the ordinance amending Chapter 15.20 of the Porterville Municipal Code to establish Entertainment Zones within the Downtown area and the Porterville Municipal Airport, and order the ordinance to print.

ATTACHMENTS:

1. Staff Report - February 17, 2026
2. Entertainment Zone Operating Standards
3. Draft Ordinance

Appropriated/Funded:

Review By:

Department Director:  
Richard Tree, City Manager

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



**SUBJECT:** Consider an Ordinance Amending Chapter 15.20 of the Porterville Municipal Code Relating to Entertainment Zones

**SOURCE:** City Manager's Office

**COMMENT:** California law authorizes cities to establish Entertainment Zones within designated public areas where eligible alcoholic beverages may be consumed by adults 21 years of age or older during specified days and hours, subject to local authorization and compliance with requirements administered by the California Department of Alcoholic Beverage Control (ABC). Entertainment Zones are intended to support community civic events, encourage economic activity, and enhance pedestrian vitality in downtown and mixed-use areas, while maintaining local control and public safety oversight.

The statutory authority for Entertainment Zones was first introduced in California in 2013 to allow limited, event-based outdoor consumption of alcoholic beverages in defined public areas. This framework was designed to support festivals, civic events, and downtown business districts by enabling coordinated public activation while preserving local discretion regarding boundaries, hours, permitted beverages, and enforcement. Over time, the Legislature refined this authority to provide greater clarity and flexibility for local jurisdictions. Most recently, Senate Bill 969, effective January 1, 2025, expanded and clarified the statewide framework by expressly authorizing cities to establish Entertainment Zones by ordinance and to define geographic boundaries, days and hours of operation, permitted beverage types, and operational safeguards necessary to ensure responsible use.

Under the current legal framework, participation in an Entertainment Zone is voluntary and limited to eligible ABC-licensed establishments. Participating businesses must comply with all applicable license conditions, State law, and locally adopted rules, and must notify ABC of their intent to participate. ABC guidance recommends operational safeguards such as prohibiting glass containers, clearly identifying zone boundaries, implementing participant age-verification protocols, coordinating enforcement with local law enforcement agencies, and maintaining strong local oversight. These statutory updates reflect a statewide shift toward enabling cities to activate public spaces in support of community events and economic development while maintaining

accountability and public safety.

Within this context, the City's downtown area, while historic in character, has long served as the focal point for community civic events, festivals, and cultural programming. These events are typically held on Saturdays and are intended to activate the downtown core, support local businesses, and provide a safe and vibrant gathering space for residents and visitors. Establishing a Downtown Entertainment Zone would provide a structured, legally compliant framework to support these events by allowing participating, properly licensed businesses to sell beer and wine only for consumption within a defined public area during approved civic events.

Staff proposes that the Downtown Entertainment Zone be limited geographically to Main Street between Olive Avenue and Morton Avenue, consistent with the City's existing downtown zoning, circulation patterns, and event footprint. The Entertainment Zone would be activated only in conjunction with approved Community Civic Events regulated under Chapter 15.20 of the Porterville Municipal Code. Alcohol consumption would not be permitted outside of approved events or beyond the authorized days and hours established for each event.

To ensure responsible operation and public safety, staff has prepared Downtown Entertainment Zone Operating Standards, attached to this report. The Operating Standards establish the detailed rules, controls, and implementation framework governing Entertainment Zone events, including zone boundaries, days and hours of operation, permitted beverage types, container requirements, participant identification and wristband procedures, participating business requirements, law-enforcement oversight, insurance and indemnification requirements, refundable security and cleanup deposits, cleanup and signage responsibilities, enforcement mechanisms, and biennial review requirements. Participation by eligible businesses would be voluntary and subject to compliance with both State law and the adopted Operating Standards.

In addition, a draft ordinance amending Chapter 15.20 of the Porterville Municipal Code is attached for City Council consideration. The draft ordinance adds a new subsection within Chapter 15.20 to formally establish Entertainment Zones as a regulated activity, consistent with existing Community Civic Event permitting and enforcement frameworks. The ordinance incorporates required statutory elements, codifies core operational requirements, includes insurance and indemnification provisions, and provides for enforcement, penalties, and biennial review, while relying on the Operating Standards as the management plan for day-to-day implementation.

If authorized by the City Council, staff will return on March 3, 2026, with the ordinance for formal consideration and adoption at a noticed public hearing.

RECOMMENDATION:

That the City Council:

1. Authorize the initiation of an amendment to Chapter 15.20 of the Porterville Municipal Code to establish a Downtown Entertainment Zone, to be activated only in conjunction with approved Community Civic Events; and
2. Approve the Downtown Entertainment Zone Operating Standards to serve as the management plan governing Entertainment Zone events; and
3. Schedule and conduct a public hearing on March 3, 2026, to consider adoption of an ordinance amending Chapter 15.20 of the Porterville Municipal Code.

ATTACHMENTS:

1. Draft Ordinance
2. Draft Entertainment Zone Operating Standards

Appropriated/Funded:

Review By:

Department Director:  
Richard Tree, City Manager

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



## **Entertainment Zone Operating Standards**

### **1. Purpose**

These Operating Standards establish the rules, conditions, controls, and implementation framework governing the Entertainment Zones to ensure public safety, responsible alcohol consumption, regulatory compliance, and the protection of public health, safety, and welfare during City-approved community civic events.

### **2. Definitions**

For purposes of these Operating Standards, the following definitions apply:

“Entertainment Zone” means the designated public area in which alcoholic beverages may be consumed in accordance with City ordinance and these Operating Standards.

“Entertainment Zone Event” means a City-approved community civic event during which the Entertainment Zone is activated.

“Participating Business” means a business that has met the requirements of these Operating Standards and has opted in to participate for a specific event.

“Event Organizer” means the individual or entity responsible for coordinating an approved civic event that activates the Entertainment Zone.

“City” means the City of Porterville, including the City Manager or designee.

### **3. Entertainment Zone Controls**

1. No person shall conduct an Entertainment Zone Event without obtaining a community civic event permit approved by the City.
2. The issuance of a community civic event permit for an Entertainment Zone event does not excuse a person selling alcoholic beverages from complying

with applicable state and local laws and regulations, including the following:

1. ABC License and permitting requirements;
  2. California Business and Professions Code Sections 23357, 23358, and 23396;
  3. All other laws governing the sale and consumption of alcoholic beverages;
  4. Special event permit conditions
3. A person may possess an open container and consume an alcoholic beverage on any public street, sidewalk, or public right-of-way within an Entertainment Zone during an Entertainment Zone event if the open container or alcoholic beverage was purchased from either:
1. A premises that is authorized to permit consumers to leave the premises with open containers for consumption off the premises within an Entertainment Zone, pursuant to California Business and Professions Code section 23357, 23358, or 23396; or
  2. A person that is authorized by an ABC special event permit or license to sell alcoholic beverages within the Entertainment Zone.
4. Nothing in these Operating Standards shall be construed to expand or modify the scope of any license issued by the California Department of Alcoholic Beverage Control.

## **5. Entertainment Zone Implementation**

Implementation of the Entertainment Zone shall be administered by the City Manager or designee, in coordination with the Police Department and other applicable departments.

Implementation responsibilities include, but are not limited to:

- Reviewing and approving Entertainment Zone Event activations;
- Coordinating with event organizers and participating businesses;
- Ensuring compliance with these Operating Standards, the Entertainment Zone ordinance, and applicable laws;
- Establishing administrative procedures, forms, management plans, or checklists as necessary; and

- Coordinating enforcement and conducting post-event evaluations.

## **6. Designated Entertainment Zone Locations**

### 1. Downtown Zone

Limited to the public right-of-way and publicly accessible areas located on Main Street between Olive Avenue and Morton Avenue.

### 2. Airport Zone

Limited to the designated public areas of the Porterville Municipal Airport.

Alcoholic beverage consumption pursuant to these Operating Standards is prohibited outside of the defined zone boundaries.

Entertainment Zone Events at the Porterville Municipal Airport shall not interfere with aviation operations, emergency access, or FAA safety requirements, and may be subject to additional operational conditions imposed by the City Manager.

Access to secured airport areas, tenant facilities, hangars, or aviation operations areas shall not be included within the Entertainment Zone unless expressly authorized by the City.

The City Manager may impose additional operational restrictions necessary to protect airport operations, aviation safety, tenant access, or federal compliance requirements.

## **7. Days and Hours of Operation**

An Entertainment Zone Event may occur only during City-approved community civic events and only between the hours of 10:00 a.m. and 11:59 p.m., subject to any additional limitations imposed by one or more of the following:

- A. An applicable ABC permit or license;
- B. These Operating Standards or any event-specific management plan approved by the City; or
- C. The special event permit issued for the Entertainment Zone Event.

Nothing herein requires an Entertainment Zone Event to operate until 11:59 p.m.; event end times shall be established through the Community Civic Event permit process.

Alcohol consumption within the Entertainment Zone is prohibited outside of approved events and outside of the authorized hours established for the specific event.

### **8. Permitted Alcoholic Beverages**

The following alcoholic beverages are permitted for consumption within the Entertainment Zone, subject to all applicable ABC regulations and license conditions:

- Beer
- Wine

Distilled spirits, mixed drinks, and shots are prohibited. All alcoholic beverages must be purchased from a participating business and served in accordance with these Operating Standards and State law.

### **9. Alcohol Management Plan**

To promote public safety and responsible alcohol consumption, each Entertainment Zone Event shall comply with the following Alcohol Management Plan requirements. These requirements are in addition to, and do not replace, any applicable requirements imposed by the California Department of Alcoholic Beverage Control (ABC).

#### Responsible Beverage Service (RBS) Certification

All on-sale alcohol servers and their managers participating in an Entertainment Zone Event shall comply with [California Responsible Beverage Service](#) (RBS) training requirements. RBS certification is required for all individuals involved in the sale, service, or delivery of alcoholic beverages, including but not limited to bartenders, servers, cashiers, security personnel, bouncers, and any individual responsible for checking identification or distributing alcoholic beverages.

RBS certification shall be obtained within sixty (60) days of hiring, as required by State law, and proof of current certification shall be made available to the City upon request.

### Server Requirements

Alcoholic beverages may only be served by individuals who are twenty-one (21) years of age or older.

Servers shall not consume alcoholic beverages while working or while serving alcoholic beverages at an Entertainment Zone Event.

### Service Limits

No individual shall be served more than two (2) alcoholic beverages at a time. All participating businesses and servers shall comply with applicable California Department of Alcoholic Beverage Control requirements, including the obligation to refuse service to any person who appears intoxicated.

For purposes of these Operating Standards, one standard drink shall be defined as:

- Twelve (12) or sixteen (16) ounces of beer; or
- Five (5) ounces of wine.

These definitions are provided for service-limit purposes only and do not modify applicable ABC regulations.

### Service Timing

Alcohol service shall end no later than thirty (30) minutes prior to the scheduled end time of the Entertainment Zone Event.

The City Manager or designee may establish event-specific start and end times for alcohol service that are more restrictive than the overall event hours when necessary to protect public health and safety.

### Non-Alcoholic Beverages

Event organizers and participating businesses shall ensure that non-alcoholic beverages and water are readily available to attendees throughout the duration of the Entertainment Zone Event.

## **10. Approved Containers**

Alcoholic beverages shall be served only in paper or plastic cups that are clearly distinguishable from non-alcoholic beverage containers. Glass, metal, or hard plastic containers are strictly prohibited.

## **11. Participant Identification and Wristbands**

- All individuals consuming alcoholic beverages must be 21 years of age or older.
- Participants must wear an event-issued wristband verifying age eligibility while consuming alcoholic beverages within the Entertainment Zone.
- Wristbands are non-transferable and must be worn at all times while consuming alcoholic beverages.
- Any individual found wearing a wristband that has been transferred, altered, or not visibly worn as required may be subject to enforcement action pursuant to the Law Enforcement Oversight section of these Operating Standards.

### **Wristband Fee**

Each Entertainment Zone wristband shall be subject to a fee of ten dollars (\$10) per wristband.

All wristband fees shall be deposited into the Entertainment Zone Fund and may be used for purposes including, but not limited to:

- Downtown beautification and placemaking efforts;
- Event-related infrastructure, amenities, and signage;
- Public safety and operational support for community civic events; and
- Other revitalization initiatives as determined by the City.

Unless otherwise directed by the City, wristband fees shall be collected by the event organizer on behalf of the City and remitted in accordance with administrative procedures.

## **12. Participating Business Requirements**

Participation is voluntary and subject to revocation.

Participating businesses must:

1. Hold a valid ABC on-sale license authorizing the sale of the alcoholic beverages offered;
2. Be located within or immediately adjacent to the Entertainment Zone, as determined by the City Manager or designee;
3. Opt in for each approved event;

4. Comply with all applicable ABC regulations, license conditions, State law, and these Operating Standards;
5. Serve alcoholic beverages only during authorized hours and only in approved containers; and
6. Refuse service to intoxicated persons.

Nothing in these Operating Standards or the Entertainment Zone ordinance authorizes a participating business to sell or allow alcoholic beverages to leave its premises except as expressly permitted under State law, the business's ABC license, and any required ABC approvals.

Nothing in these Operating Standards requires an event organizer to activate an Entertainment Zone, nor requires any business to participate in an Entertainment Zone Event.

#### **11. Law Enforcement Oversight**

The Entertainment Zone shall operate under the oversight of the City Police Department or other designated enforcement authority. Violations of these Operating Standards or applicable law may result in enforcement action, including but not limited to removal from the Entertainment Zone, citation, arrest, or revocation of participation privileges.

Law enforcement actions under this section are independent of, and in addition to, any civil or administrative penalties authorized under these Operating Standards or applicable law.

#### **12. Prohibition on Outside Alcohol**

Alcoholic beverages consumed within the Entertainment Zone must be purchased from a participating business. Outside or carry-in beverages are prohibited.

#### **13. Event Organizer Responsibilities and Refundable Deposit**

Event organizers shall coordinate zone activation with the City and shall provide adequate security and crowd control, including licensed security personnel when required by the City, along with cleanup, signage, and operational coordination.

## **Refundable Security and Cleanup Deposit**

Prior to activation of an Entertainment Zone Event, the event organizer shall provide a refundable security and cleanup deposit in the amount of five hundred dollars (\$500).

The deposit may be used, in whole or in part, to cover costs incurred by the City related to:

Damage to public property;

- Additional cleaning, trash removal, or maintenance required beyond normal City services; or
- Failure to comply with cleanup or operational requirements set forth in these Operating Standards.
- Any unused portion of the deposit shall be refunded to the event organizer following post-event inspection conducted by the City or its designee and confirmation that no additional costs were incurred.

The City Manager or designee is authorized to establish administrative procedures for collection, use, and refund of the deposit.

The deposit shall be submitted prior to issuance of final event approval.

### **14. Cleanup and Maintenance**

Event organizers and participating businesses are jointly responsible for cleanliness during and after each event. Failure to adequately clean the zone may result in denial of future activations.

### **15. Signage**

Clear signage, provided by the event organizer, shall identify zone boundaries, approved operating hours, age requirements, container rules, and the prohibition on outside alcohol.

### **16. Insurance and Indemnity Requirements**

#### **A. Insurance Requirements**

Prior to issuance of a special event permit for an Entertainment Zone Event, the permit applicant or sponsoring organization, if different than the

applicant, shall submit evidence of commercial general liability insurance, at no cost to the City, meeting all of the following requirements:

1. Coverage shall be at least as broad as ISO Commercial General Liability Form CG 00 01, provided on an occurrence basis, and shall include bodily injury (including death), property damage, and personal injury;
2. The policy limit per occurrence shall be in an amount determined by the City's Risk Manager;
3. The policy shall cover all losses and damages described in subsection C of this section;
4. The policy shall be endorsed to name the City, its officers, employees, and agents as additional insureds;
5. The policy shall be endorsed to provide that it is primary insurance and that any insurance maintained by the City shall not be called upon to contribute to a covered loss; and
6. The policy shall include a liquor liability endorsement, when alcohol is served or consumed.

B. Required Coverage

No person shall conduct an Entertainment Zone Event unless the insurance required by this section is in full force and effect for the duration of the event.

C. Indemnification

To the fullest extent permitted by law, the event organizer/permittee and participating businesses shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all claims, actions, losses, damages, liabilities, costs, and expenses of every type and description, including attorneys' fees, arising directly or indirectly, in whole or in part, from the acts or omissions of the permittee or participating businesses, or their officers, employees, contractors, or agents, except to the extent caused by the City's sole negligence or willful misconduct.

**17. Violations and Penalties**

A. General

In addition to any other remedy allowed by law, any person who violates any provision of these Operating Standards or the Entertainment Zone ordinance

is subject to criminal sanctions, civil actions, and administrative penalties as provided by applicable provisions of the City's Municipal Code.

B. Public Nuisance

Any violation of these Operating Standards is hereby declared to be a public nuisance.

C. Civil Penalties

Any person who violates a provision of these Operating Standards shall be liable for civil penalties of not less than two hundred fifty dollars (\$250) and not more than twenty-five thousand dollars (\$25,000) for each day the violation continues, as determined by the City in accordance with applicable law.

D. Cumulative Remedies

All remedies prescribed under these Operating Standards are cumulative, and the election of one or more remedies does not bar the City from pursuing any other remedy to enforce these Operating Standards.

**18. Biennial Review**

Every two years, the City Manager shall review the operation of the Entertainment Zone to ensure that the zone is being maintained in a manner that protects the health and safety of the general public.

This review shall be conducted in consultation with the Police Department. The City Manager shall present the findings to the City Council, and any reports produced during the review shall be made available to the California Department of Alcoholic Beverage Control upon request.

Notwithstanding the foregoing, the City Manager may conduct an initial review following the first year of implementation and present findings to the City Council as appropriate.

**19. Compliance with Other Laws**

Compliance with these Operating Standards does not excuse compliance with any other applicable law, permit, or regulation.

**20. Modification or Suspension**

The City Manager or designee may modify, suspend, or terminate Entertainment Zone activation for any event due to public safety concerns, violations, or unforeseen conditions.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE  
AMENDING CHAPTER 15.20 OF THE PORTERVILLE MUNICIPAL CODE  
TO ESTABLISH ENTERTAINMENT ZONES**

**WHEREAS**, the California Legislature has authorized local jurisdictions to establish Entertainment Zones that permit the consumption of alcoholic beverages within designated public areas during specified days and hours, subject to local ordinance and oversight by the California Department of Alcoholic Beverage Control; and

**WHEREAS**, Senate Bill 969, effective January 1, 2025, clarified and expanded the authority of cities to establish Entertainment Zones by ordinance and to define zone boundaries, days and hours of operation, permitted beverage types, and operational requirements; and

**WHEREAS**, the Downtown area of the City of Porterville and the Porterville Municipal Airport serve as a focal point for community civic events, festivals, and cultural programming that support local businesses and promote economic vitality; and

**WHEREAS**, the City Council desires to establish a structured and legally compliant framework to allow limited outdoor consumption of beer and wine during approved community civic events while maintaining public safety and local control; and

**WHEREAS**, Chapter 15.20 of the Porterville Municipal Code regulates community civic events, parades, and other activities that require heightened public safety oversight; and

**WHEREAS**, the City Council desires to establish Entertainment Zones as a regulated activity within Chapter 15.20, consistent with existing permitting, enforcement, and public safety frameworks; and

**WHEREAS**, the City Council has reviewed and approved the Entertainment Zone Operating Standards, which define the operational rules, enforcement mechanisms, and safety requirements for the Entertainment Zone; and

**WHEREAS**, the City Council finds that establishing an Entertainment Zone is consistent with State law and the City's economic development and community revitalization goals.

**NOW, THEREFORE, BE IT ORDAINED: THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES ORDAIN AS FOLLOWS:**

## **SECTION 1. Chapter 15.20 Amended**

Chapter 15.20 of the Porterville Municipal Code is hereby amended to add a new subsection to read as follows:

### 15.20 H. Entertainment Zones:

1. Definitions: The following definitions apply in this subsection:

“ABC” means the California Department of Alcoholic Beverage Control.

“Alcoholic beverage” has the same meaning as set forth in California Business and Professions Code section 23004.

“City Manager” means the City Manager or designee.

“Entertainment zone” has the same meaning as set forth in California Business and Professions Code section 23039.5.

“Entertainment zone event” means a City-approved community civic event during which limited consumption of alcoholic beverages is permitted within an entertainment zone.

“Management plan” means the Entertainment Zone Operating Standards adopted by the City Council.

“Open container” means any bottle, can, cup, or other receptacle that is open or has been opened and contains any alcoholic beverage.

2. Entertainment Zone Controls:

- a. No Entertainment Zone Event may occur without issuance of a valid community civic event permit and any other approvals required by the City.
- b. Alcohol service within an Entertainment Zone shall be conducted in a manner that promotes responsible consumption and compliance with State law, including service limits, age verification, and refusal of service to intoxicated persons as provided in the management plan.
- c. Authorization of an entertainment zone event does not exempt any person from compliance with:
  1. Applicable provisions of Chapter 15.20;
  2. California Business and Professions Code;
  3. ABC licensing and permitting requirements; and
  4. All conditions imposed by the City.

- d. A person may possess and consume an open container of an alcoholic beverage in a public place within an entertainment zone only during an approved entertainment zone event and only if the alcoholic beverage was purchased from:
    - 1. A premises authorized by ABC to permit off-premises consumption within an entertainment zone pursuant to California Business and Professions Code sections 23357, 23358, or 23396; or
    - 2. A person authorized to sell alcoholic beverages pursuant to an ABC special event permit or license.
  - e. Nothing in this subsection replaces or supersedes the requirements for a community civic event permit.
  - f. The City Manager may require the use of nontransferable wristbands, including procedures for issuance, display, and enforcement, to verify age eligibility and compliance with alcohol service requirements.
3. Implementation:
- a. The City Manager is authorized to administer and implement this subsection and to establish administrative procedures necessary for its execution.
  - b. Prior to authorizing an entertainment zone event, the City Manager shall ensure adoption and compliance with a management plan addressing, at a minimum:
    - 1. Age verification and wristband requirements;
    - 2. Container requirements;
    - 3. Hours of operation;
    - 4. Insurance and indemnification;
    - 5. Security, crowd control, and cleanup; and
    - 6. Enforcement procedures.
  - c. The City Manager may impose event-specific conditions or revoke authorization to protect public health, safety, or welfare.

4. Entertainment Zone Established:

Pursuant to California Business and Professions Code sections 23039.5 and 25690, the City Council hereby establishes the following entertainment zones:

- 1. Downtown Zone: Main Street between Olive Avenue and Morton Avenue, including adjacent sidewalks and public rights-of-way.
- 2. Airport Zone: Limited to the designated public areas of the Porterville Municipal Airport.

Entertainment Zone Events at the Porterville Municipal Airport shall not interfere with aviation operations, emergency access, tenant operations, or federal aviation requirements, and may be subject to additional conditions imposed by the City Manager.

5. Hours of Operation:

An entertainment zone event may occur only between the hours of 10:00 a.m. and 11:59 p.m., subject to any additional limitations imposed by:

- a. An ABC permit or license;
- b. The management plan; or
- c. The community civic event permit.

Nothing herein requires an entertainment zone event to operate until 11:59 p.m.; event hours may be further limited by the management plan or community civic event permit.

6. Permitted Alcoholic Beverages and Containers:

- a. Alcoholic beverages permitted within the entertainment zone are limited to beer and wine only.
- b. Distilled spirits and mixed alcoholic beverages are prohibited.
- c. Alcoholic beverages shall be served and consumed only in City-approved paper or plastic cups, not exceeding sixteen (16) ounces.
- d. Glass, metal, aluminum, or hard plastic containers are prohibited.

Nothing in this subsection authorizes the service or consumption of distilled spirits, mixed drinks, or shots within an Entertainment Zone.

7. Insurance and Indemnity Requirements:

a. Insurance Requirements

Prior to issuance of a community civic event permit authorizing an entertainment zone event, the permit applicant or sponsoring organization, if different than the applicant, shall submit evidence of commercial general liability insurance, at no cost to the City, that complies with all of the following:

1. Coverage shall be at least as broad as ISO Commercial General Liability Form CG 00 01, provided on an occurrence basis, and shall include bodily injury, including death, property damage, and personal injury;
2. The policy limit per occurrence shall be in an amount determined by the City's Risk Manager;
3. The policy shall cover all losses and damages arising out of or related to the entertainment zone event;
4. The policy shall be endorsed to name the City, its officers, employees, and agents as additional insureds;
5. The policy shall be endorsed to provide that it is primary insurance and that any insurance maintained by the City shall not be called upon to contribute to a covered loss; and
6. The policy shall include a liquor liability endorsement when alcoholic beverages are served or consumed.

b. Required Coverage

No person shall conduct or allow an entertainment zone event unless the insurance required by this subsection is in full force and effect for the duration of the event.

c. Indemnification

To the fullest extent permitted by law, the event organizer/permittee and participating businesses shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all claims, actions, losses, damages, liabilities, costs, and expenses of every type and description, including attorneys' fees, arising directly or indirectly, in whole or in part, from the acts or omissions of the permittee, participating businesses, or their officers, employees, contractors, or agents, except to the extent caused by the City's sole negligence or willful misconduct.

8. Fees and Deposits:

- a. A ten-dollar (\$10) wristband fee may be required for participation in an entertainment zone event, with proceeds deposited into the Entertainment Zone Fund, or such successor fund as may be designated by the City.
- b. Collection, accounting, and remittance of such fees shall be governed by administrative procedures established by the City Manager.
- c. Event organizers shall provide a refundable security and cleanup deposit in the amount of five hundred dollars (\$500), subject to use and refund as provided in the management plan.

9. Enforcement and Penalties:

- a. Violations of this subsection or the management plan are subject to criminal, civil, and administrative enforcement.
- b. Failure to comply with the management plan constitutes a violation of this subsection and may result in suspension or revocation of authorization for the event.
- c. Violations are declared a public nuisance.
- d. Civil penalties may be imposed in amounts not less than \$250 and not more than \$25,000 for each day the violation continues.
- e. Remedies are cumulative.

10. Biennial Review:

Every two years, the City Manager shall review the operation of entertainment zones in consultation with the Police Department and present findings to the City Council. Reports shall be made available to ABC upon request. The City Manager may also conduct an initial review following the first year of implementation and present findings to the City Council.

11. Severability:

If any provision of this ordinance is held invalid, such invalidity shall not affect other provisions.

**SECTION 2. Effective Date**

This ordinance shall take effect thirty (30) days after its adoption.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026

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Greg Meister, Mayor

ATTEST:

Richard Tree, City Clerk

By: \_\_\_\_\_

Fernando Gabriel-Moraga

Chief Deputy City Clerk



SUBJECT: Review of Charter Amendment Recommendations

SOURCE: City Manager's Office

COMMENT: On October 7, 2025, the City Council reviewed a comprehensive list of potential Charter amendments compiled by the Charter Review Committee. On January 20, 2026, the City Council directed that a limited number of amendments move forward for additional legal review and development, and requested that the Charter Review Committee continue refining language and sequencing for potential ballot consideration.

The Charter Review Committee met on February 5, 2026, to review draft language and policy options. The City Attorney has prepared a memorandum summarizing the Committee's discussions, draft Charter amendment concepts, and alternative ballot language for Council consideration.

The memorandum identifies four primary amendment topics recommended for Council review:

1. Voter Identification for Local Elections
2. Local Control of Public Works and Self-Performance
3. City Council Consent for Appointment or Removal of Department Heads
4. Filling Council Vacancies by Election

At the conclusion of the February 5 meeting, the Charter Review Committee also requested that the City Council consider whether, given potential additional time, the Committee should be directed to review additional Charter provisions for general housekeeping and clean-up purposes.

The Committee specifically identified and discussed the current Charter language requiring at-large elections, which conflicts with the City's district-based election ordinance adopted to address Voting Rights Act compliance. The City Attorney has recommended that the Council consider whether to propose an amendment providing flexibility for the City to establish its voting system by ordinance rather than prescribing a specific format within the

Charter.

Additionally, the Committee Chair requested that the City Council consider whether to replace a current alternate member who has not attended several meetings.

This item is presented for City Council review and direction regarding which amendments should continue moving forward, whether additional Charter housekeeping items should be evaluated, and whether any changes to the composition of the Charter Review Committee are warranted.

RECOMMENDATION: That the City Council:

1. Review the Charter Review Committee recommendations and the City Attorney memorandum;
2. Identify which Charter amendments should proceed for further development;
3. Provide direction regarding potential additional Charter housekeeping review, including consideration of amendments related to election structure; and
4. Provide direction regarding the status of the Charter Review Committee alternate member.

ATTACHMENTS:

1. Staff Report - October 7, 2025
2. Staff Report - January 20, 2026
3. Memo - City Attorney

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



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 15<sup>th</sup>, 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

**MCCORMICK KABOT & LEW  
MEMORANDUM**

TO: City Council  
Cc: Rich Tree, City Manager  
Porterville Charter Review Committee

FROM: Julia M. Lew, City Attorney

DATE: February 23, 2026

SUBJ: Charter Sections Directed to be Addressed by the City Council and Reviewed by the Charter Committee on February 5, 2026

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The following is the summary of the February 5, 2026, Charter Committee discussion items that were approved to move forward and be further considered by the City Council. These items include proposed draft ballot measure language by the Committee, and proposed draft charter amendment language by the City Attorney with additional recommended changes either incorporated or presented as options (which are highlighted for reference) from the attorney Committee Member, Alex Krase .

**VOTER ID FOR LOCAL ELECTIONS**

The committee discussed the Council’s request for consideration of an amendment to the City Charter regarding Voter identification for local elections.

Section 5 of the City Charter covers the timing and procedures for local elections.

The timing and manner of a charter city’s elections have traditionally been considered a matter of local concern and therefore subject to the charter cities’ local powers and control. However, the City of Huntington Beach approved a charter proposal in 2024 to implement voter identification requirements for its local elections that was counteracted by the California legislature which adopted California Elections Code 10005 that went into effect on January 1, 2025. It states:

“A local government shall not enact or enforce any charter provision, ordinance, or regulation requiring a person to present identification for the purpose of voting or submitting a ballot at any polling place, vote center, or other location where ballots are cast or submitted, unless required by state or federal law. For the purpose of this section, “local government” means any charter or general law city, charter or general law county, or any city and county.”

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 15<sup>th</sup>, asking the California Supreme Court to weigh in. The State Supreme Court denied review last month, and the lower court has now upheld the validity of Section 10005. Huntington Beach is petitioning the U.S. Supreme Court for review.

Even if a court ruling invalidates Section 10005, in order to implement such a measure, the City would need to separate its local election from the consolidated State election and would 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. The cost of the City running its own election would be significant and should be addressed prior to passing any measure.

There is a sizable backlash to Elections Code 10005 that has resulted in a pending State ballot initiative that will likely be qualified for inclusion in the November 2026 election (at last count the petition has 1.3 million signatures). If the ballot measure passes, it would change the State constitution to require express voter identification for any election in the State, including local elections consolidated with the State elections. This change, if it withstands any additional legal scrutiny, would render any charter amendment unnecessary. Past polling results on this issue indicated a majority of Californians may be in favor of the requirements.

Additionally, there is a current Congressional effort (the SAVE Act), which has been passed by the House but as of the date of this memo has not yet been scheduled for a vote by the Senate.

Given the current prohibition on requiring voters to present identification prior to casting a ballot, the Charter Committee considered adding conditional language to the charter that becomes operative only when permitted by State and Federal law is the best the City can legally do at this time. The City could amend Charter Section 5 or opt to add a standalone section that, for example, reads as follows:

**Committee-approved Measure Language (two alternatives):**

**A) Shall the City Charter be amended to require reasonable identification in municipal elections as provided by ordinance and consistent with applicable law in order to protect the integrity of local elections and strengthen public confidence in the voting process?**

**OR**

**B) Shall the citizens of Porterville require voters to provide adequate identification in order to vote in municipal elections providing that said actions are allowed by law?**

**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 shall verify the eligibility of Electors by voter identification, with the requirements adopted by Ordinance, and/or as otherwise permitted or required by the Federal and State Constitutions.*

*(b) This Section shall become operative and implemented when and to the fullest extent allowed and authorized by Federal and State law.*

Mr. Krase noted that given the Committee's additional elections cost concerns, the Council may wish to consider additional modifications that allow the City not to adopt a voter identification ordinance if it is determined to result in a negative fiscal impact. His changes are highlighted below.

**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 shall verify the eligibility of Electors by voter identification, with the requirements adopted by Ordinance, and/or as otherwise permitted or required by the Federal and State Constitutions.*

*(b) This Section shall become operative and implemented when and to the fullest extent allowed and authorized by Federal and State law.*

*(c) The City shall not be required to enact a voter identification ordinance if it determines that it would result in a negative fiscal impact on the City by deviating from the statewide requirements.*

## **CITY SELF PERFORMANCE FOR REPAIR AND MAINTENANCE WORK**

Section 61 of the City Charter currently states as follows:

"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."

The Section 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 expressed support to consider further 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 when allowed in the public works context. However, the Council ultimately directed that consideration of changes to the bid threshold in the Charter be deferred for now.

The Charter Review Committee considered making a comprehensive amendment to Section 61. The proposed Section 61 revisions remove ambiguous language in that section. Note that if a revision to Section 61 is made, per the Council's direction, the bid threshold for work contracted out (\$5,000) is also included in order to remain in place.

**Committee-approved Measure Language:**

**Should the Charter be amended to allow for self-performance for City maintenance, repair and public improvement work?**

***Section 61. 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 not otherwise addressed in this Charter, 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.*

*E. When a contract for public work is estimated to exceed \$5,000.00, it shall be awarded to the lowest responsive responsible bidder unless otherwise prescribed or permitted by State or Federal law.*

Based on the US Bureau of Labor CPI inflation calculator, \$5000 in January, 1971 has the same purchasing power as \$40,860.80 in January, 2026. The Committee has not considered increasing the threshold based on direction from the Council. However, the Committee discussed and expressed support for a measure proposing an increase if the Council wished to reconsider it.

**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, terminate and evaluate those employees.

At its meeting on January 20, the City Council gave direction to produce draft Charter provisions that 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.

Section 21 could be amended to modify the power of the City Manager concerning appointment and removal of department heads, as follows:

**Committee-approved ballot language:**

**Should the City Manager receive City Council consent to hire or terminate (department) directors?**

Note: this was one of several motions considered, but the only one that passed (4-1).

A second separate motion was considered for the following measure language (failing 2-3):

“Should the City Manager receive City Council consent to hire or terminate (department) directors, with a 4/5 vote of all Council members?”

A third separate motion was considered as follows (failing 2-3):

“Shall the citizens of Porterville allow the City Council to fire department heads without cause by simple majority vote so long as all State labor laws are followed?”

**Amend Section 21(b) (Section 21 enumerates the powers of City Manager, with the new language in bold) 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 consent of the Council.***

Mr. Krase provided an option with a minor clarification:

**Amend Section 21(b) (Section 21 enumerates the powers of City Manager, with the new language in bold) 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 consent and direction of the Council.***

**ELECTION, NOT SELECTION.**

The City Council has expressed an interest in requiring special elections to fill mid-term council vacancies, in lieu of requiring 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.

The Council may want to consider specifying whether or not the special election should 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 of the State election would likely need to be postponed to the next election unless the City Council holds its own special election.

How this is handled varies in other cities. Note that the main drawback to requiring vacancies be filled by election is that there could be an extended period during which the seat remains vacant, and the committee considered potentially allowing a short-term council appointment until the election can be held and the successor is seated. The committee also raised special election cost concerns.

**Committee Approved Ballot Measure Alternatives (3 alternatives approved):**

**Shall the charter be amended to require council vacancies be filled by special election, and allow the council appointment to fill the seat until that special election?**

**Shall the Charter be amended to require Council appointment to fill the seat temporarily and call a special election as soon as feasible thereafter?**

**Shall the citizens of Porterville vote to allow that any unoccupied council seat must be filled by a special election that must occur no sooner than 90 days and no later than 180 days from the date the seat was vacated? The City Council shall still have the right to appoint a temporary replacement for the seat until said special election has been held.**

***Sec. 16. Vacancies in Office.***

*(a) A City Council 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 or willfully fails or refuses to perform their duties of office for more than 45 consecutive days, or fails to attend five (5) consecutive regular city council meetings of the unless prevented from attending by sickness 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 which are deemed to exist as of their effective dates. 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 Councilmember may[or shall?] be temporarily filled by appointment, until the filled by special election by the Council in accord with Subsection (2) below, within thirty days after the Council declares the existence of the vacancy or the incumbent dies or resigns.*

*(2) A special election shall be called by the City Council within 30 days after the declaration or effective date of the vacancy. The vacancy in the office of a Councilmember shall be filled by a special election to be held not sooner than ninety (90) days, or later than one hundred eighty (180) days after the Council*

*calls such election. A special election shall not be necessary if the vacancy occurs not later than within \_\_\_\_\_ days of the regular election to fill that seat.*

*(e) Any person 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, vacation, or occupation of the candidate.*

*(f) If the Council fails 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.*

The Committee expressed concerns with the special elections costs for the City, if it opts to fill council vacancies solely via special election, particularly if the election cannot be timely consolidated with a State election.

Mr. Krase also noted this concern as well suggested as an alternative that the City could mirror the requirements on California State Special Districts, Cal. Gov. Code § 1780. (This specifically gives the City Council the option of calling a special election or making an appointment.)

#### Alternative modified version of Cal. Gov. Code § 1780

(a) Notwithstanding any other provision of law, a vacancy in any elective office on the governing board of the City shall be filled pursuant to this section.

(b) The remaining Council members may fill the vacancy either by appointment pursuant to subdivision (c) or by calling an election pursuant to subdivision (d).

(c) (1) The remaining members of the Council shall make the appointment pursuant to this subdivision within 60 days after either the date on which Council is notified of the vacancy or the effective date of the vacancy, whichever is later. The district shall post a notice of the vacancy in three or more conspicuous places in the City, including City Hall at least 15 days before the Council makes the appointment.

(2) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold office until the next general election that is scheduled 130 or more days after the date the City is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(3) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.

(d) (1) In lieu of making an appointment the Council may within 90 days of the date the City is notified of the vacancy or the effective date of the vacancy, whichever is later, call an election to fill the vacancy.

(2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the City calls the election.

(e) (1) If the vacancy is not filled by the Council by appointment, or if the Council has not called for an election within 90 days of the date the Council is notified of the vacancy or the effective date of the vacancy, whichever is later, then the City shall order a special election to fill the vacancy.

(2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the city council calls the election.



**SUBJECT:** Appointment of Two City Councilmembers to Serve on the Tule River–City of Porterville Annual Payment Fund Selection Committee

**SOURCE:** City Manager's Office

**COMMENT:** On August 5, 2019, the City of Porterville entered into a Memorandum of Understanding (MOU) with the Tule River Indian Tribe and the Tule River Tribe Gaming Authority related to the Eagle Mountain Casino relocation project.

Section C of the MOU establishes an Annual Payment Fund and creates a four-member Annual Payment Fund Selection Committee. The Selection Committee is responsible for reviewing funding proposals and making determinations regarding the allocation of Annual Payment Fund monies for projects and initiatives benefitting the Project and the local community.

Pursuant to the MOU, the Selection Committee consists of four (4) members, with two (2) appointed by the City Council and two (2) appointed by the Tribal Council. Members serve two-year terms, and funding determinations require a minimum of three (3) votes.

The purpose of this agenda item is to appoint two City Councilmembers to serve as the City's representatives on the Selection Committee in accordance with the MOU.

**RECOMMENDATION:** That the City Council appoint two (2) City Councilmembers to serve as the City's representatives on the Annual Payment Fund Selection Committee, with members serving two-year terms.

**ATTACHMENTS:**

**Appropriated/Funded:**

**Review By:**

Department Director:

Richard Tree, City Manager

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



**SUBJECT:** Authorization to Enter into an Agreement with Motorola Solutions for the BRINC Drone as First Responder Program

**SOURCE:** Police

**COMMENT:** The Police Department is seeking to enhance operational efficiency and officer safety through the implementation of a Drone as First Responder (DFR) program. This technology allows remotely deployed drones to respond to certain calls for service, providing real-time situational awareness to officers and dispatch prior to their arrival on scene.

The Department currently utilizes DJI drones; however, federal restrictions adopted through the 2025 National Defense Authorization Act (NDAA) prohibit the continued procurement of components and related equipment necessary to support those systems. As a result, the Department must transition to American-manufactured drone platforms to maintain operational capability. Participation in the BRINC program addresses this upcoming operational challenge while providing a modernized drone response capability.

Staff also evaluated other DFR program options, including the Axon Enterprise Drone as First Responder program, which relies on DJI drone platforms. The Tulare County Sheriff's Office recently demonstrated the Axon system and shared that the program has certain operational limitations when compared to the BRINC platform. In addition, reliance on DJI-based systems presents potential long-term procurement and compliance concerns given current federal restrictions. Based on these factors, staff believes the BRINC platform provides the most reliable and sustainable solution for the City.

The Department has received a proposal from Motorola Solutions for participation in the BRINC Drone as First Responder Program. The proposed program includes the deployment of two BRINC first responder drones and one BRINC Lemur 2 drone, integrated with the City's existing dispatch and records systems, including the Spillman CAD platform. The system would be used to assist with perimeter searches, situational assessment, documentation, and other field support functions, improving response coordination and reducing the need to deploy additional personnel to certain incidents.

The proposed agreement includes a one-year no-cost trial period during which the Department can evaluate program effectiveness and operational value. If the program proves successful, the agreement would continue into a five-year subscription period at an annual cost of \$139,998.

To ensure appropriate oversight, staff will return to the City Council within six months of program implementation to provide a status report and recommendation regarding continuation, modification, or termination of the pilot program. This mid-point evaluation will allow the Council to assess operational performance and overall program value well in advance of the conclusion of the trial period.

To comply with local government procurement requirements, the agreement will be executed using the Sourcewell cooperative purchasing contract (Contract No. 030425-MOT), which satisfies competitive procurement standards and allows the City to utilize pre-negotiated pricing and contract terms.

No City funds are required during the initial trial period. Continuation of the program beyond the trial period would require future City Council approval through the annual budget process.

RECOMMENDATION: That the City Council:

1. Authorize the Police Department to enter into an agreement with Motorola Solutions for the BRINC Drone as First Responder Program, consisting of a one-year no-cost trial period followed by a five-year subscription period at an annual cost of \$139,998, utilizing the Sourcewell cooperative purchasing contract (No. 030425-MOT); and
2. Direct staff to return to City Council within six months of implementation with a status report and recommendation regarding continuation of the program, subject to future City Council budget approval.

ATTACHMENTS: 1. Porterville CA PD\_Safeguard Program2026\_final

Appropriated/Funded:

Review By:

Department Director:  
Bobby Radar, Interim Chief of Police

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

01/22/2026

PORTERVILLE POLICE DEPT  
350 NORTH D ST  
PORTERVILLE, CA 93257

Dear Chief Bobby Rader,

We're excited to present the **BRINC MSI Takeoff Program**, built in partnership between BRINC and Motorola Solutions to give every public safety agency access to a reliable, cost-effective, and purpose-built air program.

Too often, agencies are forced to choose between expensive aviation solutions or tools not designed for the realities of public safety work. The Takeoff Program changes that. Together with BRINC, we're making it simple for agencies to stand up Drone as First Responder (DFR) programs that:

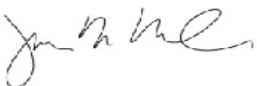
- **Fit within real budgets with the first year at no cost**
- **Rely on technology built for first responders**, not adapted from consumer or inspection hardware
- **Integrate directly into existing Motorola systems** like Command Central Software, radios and ALPR
- **Include full training and support** so teams are mission-ready from day one

We believe every community deserves the benefits of a DFR program---safer officers, lower response times, and better outcomes for the public. The Takeoff Program helps make that possible for every agency ready to deploy an air program. We are confident that Motorola Solutions' ongoing commitment to safety, innovation, and mission-critical performance, combined with BRINC's cutting-edge drone technology, will deliver significant value to your operations.

This offer is subject to the attached Products Agreement and TAKEOFF Program Addendum, and expires 60 days from the date of this letter.

Please let us know when we can schedule time to review this proposal in more detail. Thank you for your leadership and commitment to serving your community. We're honored to support you.

Sincerely,



**Jim Nelson**  
MSSSI Vice President | SaaS Solutions  
Motorola Solutions, Inc

Billing Address:  
 PORTERVILLE POLICE DEPT  
 350 NORTH D ST  
 PORTERVILLE, CA 93257  
 US

Shipping Address:  
 PORTERVILLE POLICE DEPT  
 350 NORTH D ST  
 PORTERVILLE, CA 93257  
 US

Quote Date:01/22/2026  
 Expiration Date:03/16/2026  
 Quote Created By:  
 Mark Domangue  
 Sr Account Manager  
 Mark.Domangue@motorolasolutions.com  
 909-552-6551

End Customer:  
 PORTERVILLE POLICE DEPT  
 Chief Bobby Rader  
 brader@porterville.ca.us  
 559-782-7400  
 Payment Terms:30 NET

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Description	Item Number	Description	QTY	TERM	Sale Price	Ext. Sale Price
Year 1 Subscription	BRINC	LEMUR 2 Safeguard Takeoff	1	6 Years	\$0.00	\$0.00
Year 1 Subscription	BRINC	Responder Station-Based DFR w/ Safeguard Lite Takeoff	2	6 Years	\$0.00	\$0.00
Year 1 Subscription	BRINC	Responder Station-Based DFR Hardware Refresh add-on	2	6 Years	\$0.00	\$0.00
<b>Sub Total:</b>						<b>\$0.00</b>
Year		Description				Annual Price
Year 2 Subscription		1 LEMUR 2 Safeguard Takeoff, 2- Responder Station-Based DFR w/ Safeguard Lite Takeoff, 2 Responder Station-Based DFR Hardware Refresh add-on				\$139,998.00
Year 3 Subscription		1 LEMUR 2 Safeguard Takeoff, 2- Responder Station-Based DFR w/ Safeguard Lite Takeoff, 2- Responder Station-Based DFR Hardware Refresh add-on				\$139,998.00
Year 4 Subscription		1 LEMUR 2 Safeguard Takeoff, 2-Responder Station-Based DFR w/ Safeguard Lite Takeoff, 2- Responder Station-Based DFR Hardware Refresh add-on				\$139,998.00
Year 5 Subscription		1 LEMUR 2 Safeguard Takeoff, 2- Responder Station-Based DFR w/ Safeguard Lite Takeoff, 2- Responder Station-Based DFR Hardware Refresh add-on				\$139,998.00
Year 6 Subscription		1 LEMUR 2 Safeguard Takeoff, 2- Responder Station-Based DFR w/ Safeguard Lite Takeoff, 2- Responder Station-Based DFR Hardware Refresh add-on				\$139,998.00
	<b>Grand Total</b>					<b>\$699,990.00</b>

Notes:  
 Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature).  
 Any tax the customer is subject to will be added to invoices.  
 Motorola will invoice Customer annually in advance of each year of the Subscription Term following the no cost period.  
 Takeoff Program term structure:  
 Year 1: No cost period includes right to exercise termination for convenience at any point within the first year.  
 Year 2 - 6: Paid period starts at the beginning of the first Renewal Subscription Year.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

## PRODUCTS AGREEMENT

This Products Agreement (this “**Agreement**”) is entered into between **Motorola Solutions Inc.**, (“**Seller**” or “**Motorola**”) and the entity set forth in section I(b) (“**Customer**”) as of the date last signed below (“**Effective Date**”). Seller and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

### I. Seller and Customer Information

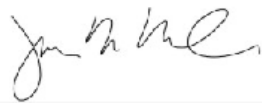
(a)	Seller	Motorola Solutions Inc.
(b)	Customer	Name: Porterville Police Department Address: 350 NORTH D ST PORTERVILLE, CA 93257 Contact: Chief Bobby Rader

### II. Transaction Details

(a)	Proposal	Proposal No. 3462510 _____ Date: 01/22/2026 _____ Motorola will provide Customer with the products and services set forth in the proposal dated above (the “ <b>Proposal</b> ”), a copy of which is attached hereto and incorporated herein.
(b)	Pricing	Pricing for products and services being purchased by Customer is set forth in the Proposal.
(c)	Term and Conditions	The Parties acknowledge and agree that the terms of the Motorola Customer Agreement (“ <b>MCA</b> ”), including all applicable addenda, located at <a href="#">Motorola Solutions Customer Agreement</a> , are incorporated herein and shall apply to the products and services provided to Customer as set forth in the Proposal.

### III. Entire Agreement

This Agreement, including the Proposal and any terms and conditions referenced herein, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document, and the terms of this Agreement will take precedence.

<b>CUSTOMER:</b>  By: _____  Print Name: _____  Title: _____  Date: _____	<b>MOTOROLA SOLUTIONS INC.</b>  By:  _____  Print Name: Jim Nelson _____  Title; MSSSI Vice President SaaS Solutions _____  Date: Motorola Solutions Inc. _____
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# Drone as First Responder

## How It Works

Utilizing strategically positioned drones operated by remote pilots, the BRINC DFR solution provides **advanced air support capabilities.**

These drones are designed to arrive on scene ahead of traditional patrol units, delivering real-time situational awareness and enhancing response effectiveness.

**01**

**Call for service received.**



**02**

**Drone automatically responds.**



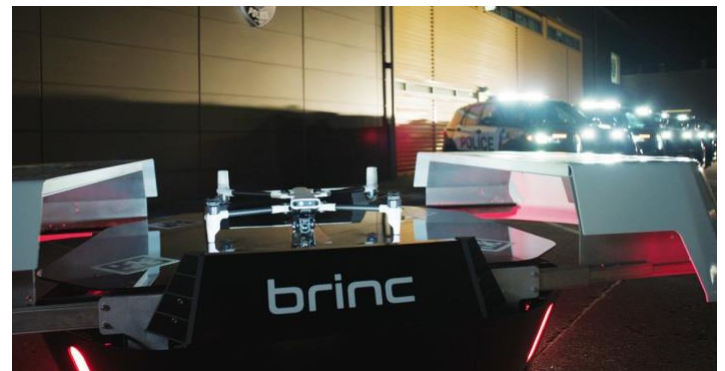
**03**

**Drone provides live video feed with the capability for two-way communication.**



**04**

**Drone autonomously returns to Station and lands.**



# Measures of Success

Agencies adopting **Drone as First Responder(DFR)** programs have seen significant improvements in response times, situational awareness, and resource efficiency. By deploying drones within seconds of an emergency call, agencies can assess incidents faster, reduce risks to first responders, and make data-driven decisions that enhance public safety.

**70** seconds

Average on-scene visibility

**25%** of calls

Resolved without dispatching officers

**54%** quicker

Human response times as drones clear non-priority calls

**>700** public safety agencies

Fly BRINC drones

---

With the BRINC Drone as First Responder solution public safety agencies will see an immediate impact

## Increase Officer Safety



Get eyes and ears in dangerous situations without risking lives and before officers arrive

## Reduce Use of Force



Create distance and slow down the speed of operations with technology

## Deliver Lifesaving Payloads



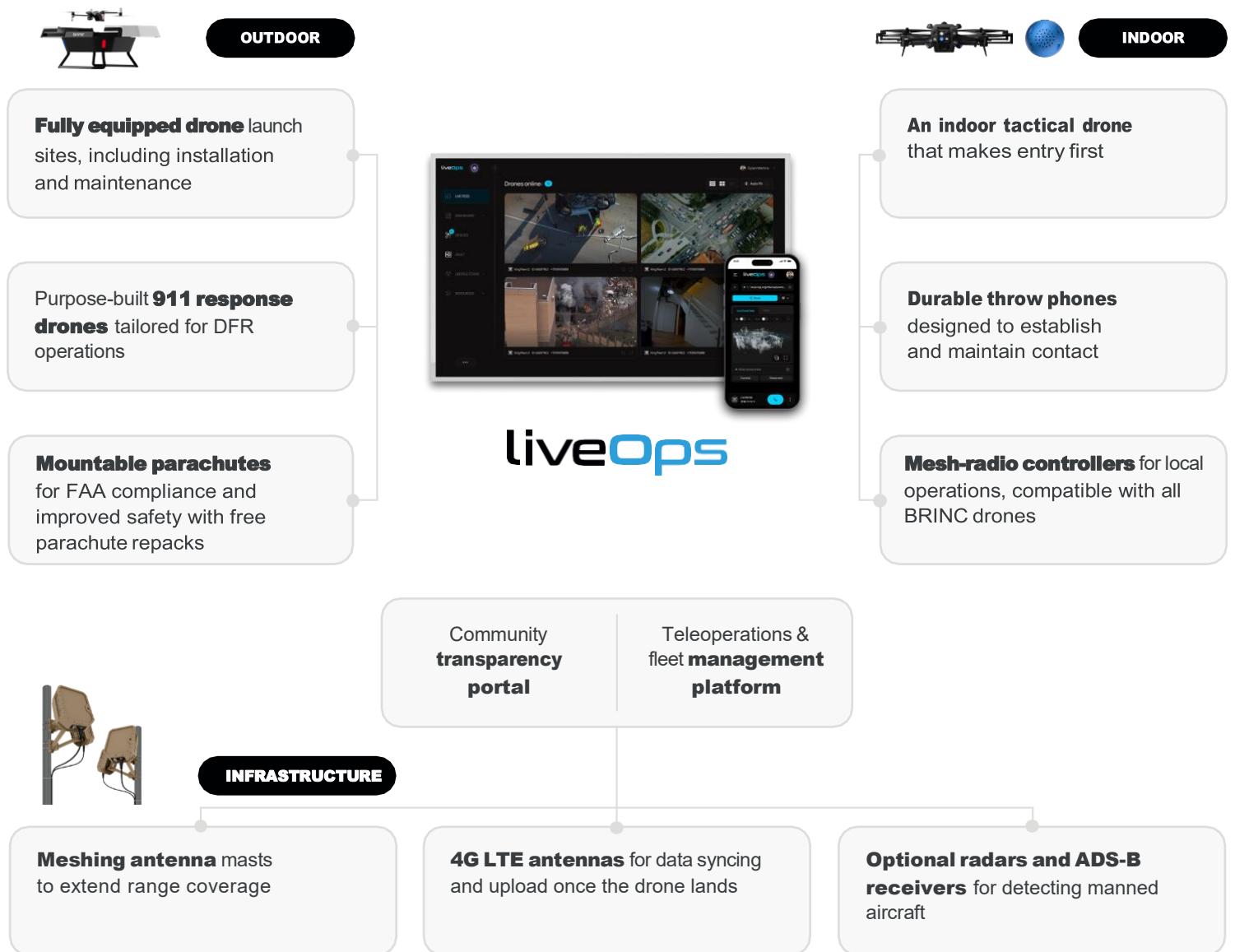
Make Narcan, AEDs, EpiPens and other equipment available anywhere in seconds

# DFR

# Solution Overview

BRINC builds drone solutions for public safety agencies that empower first responders with technology to safeguard their communities.

## INTEGRATED SOFTWARE SOLUTION



# Hardware

## responder

The world's first purpose-built 911 response drone, Responder is a powerful aerial tool made right here in the USA for public safety agencies.

### 40x Total Zoom

Provides detailed imagery even from a considerable distance, enhancing mission capabilities.

### Mobile Communication Hub

Integrated loudspeaker (with siren function) and microphone allow communication for negotiations and emergency announcements.

### 640 px Thermal Camera

Makes it easy to identify people or see fire through smoke and provides situational awareness even in low or no light conditions.

### Emergency Payload Dropper

Deploy AEDs, Narcan, EpiPens, PFDs and other lifesaving payloads.



IPX4 Water Resistant

Integrated 2-Way Comms  
with Loudspeaker

Emergency Lights and Siren

Forward Obstacle Avoidance

Attachment Rail

Mesh Networking

# Hardware

## responder station

The Responder Station launches, protects and recharges Responder drones.

### Temperature Controlled

Optimizes battery charging and protects electronics.

### Simple

### Infrastructure

Resistant to erosion. Increases reliability.

### Weather Resistant

Ensures reliable performance in challenging climates.

## 25 Minutes

How long it takes to charge from 10% to 90%.



<5 Sec Deployment Time

Large Vehicle Mountable

Starlink / Solar Compatible

Standard Power Input

Weather Resistant

Charge 10 to 90% in 25 Minutes

Corrosion Resistant

Integrated HVAC

# Hardware

## DFR Infrastructure

BRINC provides **additional infrastructure** to make your DFR operations more reliable through redundancy and advanced BVLOS operations. We cover the installation and maintenance for all DFR infrastructure elements.

### DFR Antenna Masts

Extend range coverage of our mesh networking system.

### ADS-B Receivers

Detect manned aircraft.

### Optional Radars

Another way to detect manned aircraft.



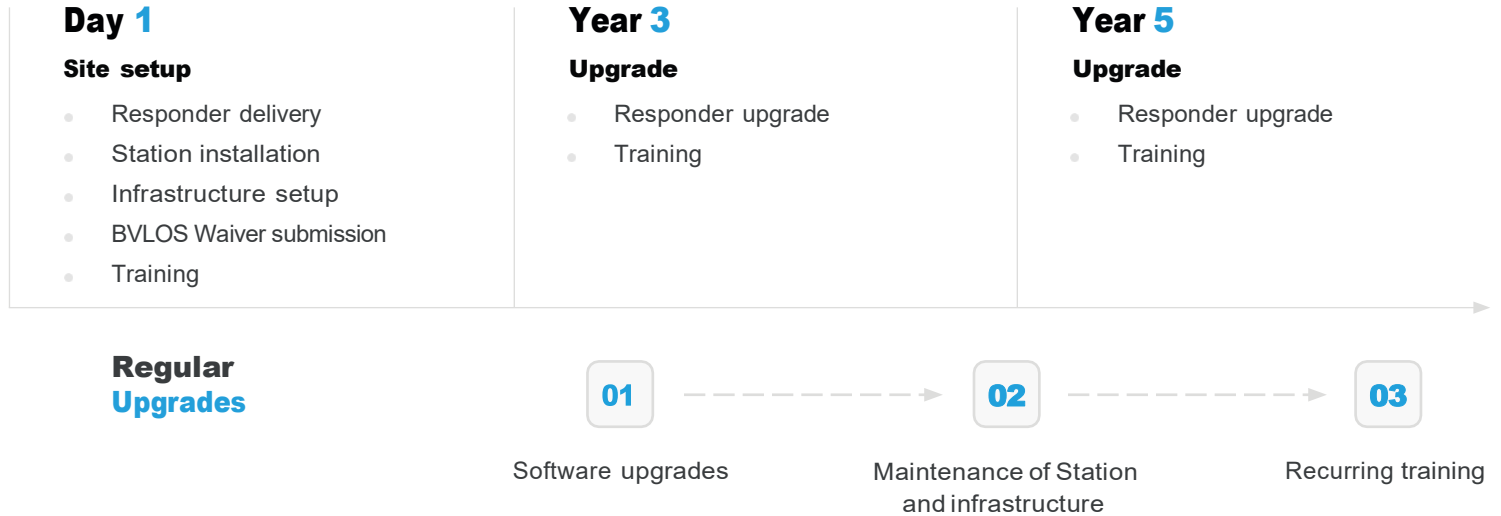
# Services

## DFR Safeguard Program

### UNLIMITED REPAIR & REPLACE

You own the hardware. When upgraded, the Unlimited Repair and Replace warranty transfers to the latest hardware.

### Set-up made easy









### MISSION-CRITICAL. MISSION-RELIABLE. MISSION-READY.

Drone destroyed during a mission? With Unlimited Repair & Replace, first you get a loaner, then you get a new unit.

### Safeguard ensures operational success



Swaps	Data	Accessories & Training
 Battery swap due to age or performance	 Unlimited cellular data for your systems	 Unlimited payload mounts to deploy medical aid
 Prop swap due to age or performance	 Unlimited storage on LiveOps	 On-demand training

## STATEMENT OF WORK

**Motorola is providing the BRINC solution, as set out below.**

### **BRINC Drone as First Responder (DFR) Implementation**

**Term:** This SOW is effective as of the Effective Date and will continue unless terminated earlier pursuant to the Agreement.

This Statement of Work (“SOW”) is governed by the Agreement (the “Agreement”) entered into between Motorola and Customer. All definitions not defined herein shall have the meaning set forth in the Agreement (including its addenda or riders). In the event of a direct conflict between this SOW and the Agreement, this SOW will control solely with respect to the services and deliverables described herein. Terms used but not defined in this SOW have the meanings set forth in the Agreement.

### **1. PURPOSE & SCOPE**

This SOW defines the roles, responsibilities, deliverables, acceptance criteria, and project governance for the implementation of a Drone as First Responder (DFR) program powered by BRINC LiveOps software and BRINC UAS hardware. The objective is to deploy an operational DFR capability, including fixed launch sites, teleoperations (where applicable), training, and support.

### **2. DEFINITIONS**

**DFR:** Drone as First Responder operational model, designed to enable rapid Unmanned Aircraft System (UAS) response to calls for service.

**Go-Live:** The date on which the Customer begins live operational use of the BRINC DFR solution.

**CIQ:** Customer Input Questionnaire used to capture configuration, networking, and deployment specifics.

### **3. DESCRIPTION OF SERVICES**

**3.1 Implementation Services:** BRINC will perform the implementation tasks described herein to prepare the Customer’s environment for full DFR functionality, including the following:

- (a) DFR Solution Design & Configuration (subdomain creation, network configuration, geofencing, RF/EMF analysis).

- (b) Hardware & Software Deployment (BRINC UAS, docking station if applicable, LiveOps SaaS activation).
- (c) Training for System Administrators, Pilots in Command (PIC), and Teleoperators.
- (d) Support (24x7x365).
- (e) Project Documentation & Handover (CIQ, IP plans).

**3.2 Warranty and Replacement Policy:** BRINC offers the Warranty and Replacement Policy for Equipment sold to Customer pursuant to the Agreement that is manufactured or supplied by BRINC (the “BRINC Equipment”), as set forth on Schedule A.

#### **4. SYSTEM REQUIREMENTS**

The Hosted Services are cloud-based and provided over the internet. Customer must provide all equipment and software necessary to connect to the Services, including:

- (a) Dedicated bandwidth minimum of 30 Mbps upload and 30 Mbps download at each teleoperator and launch site location, with IT firewall profile configuration allowing required ports/IP ranges for BRINC internet traffic.
- (b) DFR launch and related infrastructure sites provided and equipped as specified in Schedule C.
- (c) Part 107 certified pilots (or equivalent regulatory authorization).
- (d) Hardware required to support BRINC operations (ability to launch browser).

#### **5. ROLES & RESPONSIBILITIES**

**5.1 BRINC Obligations.** Motorola will engage BRINC to provide:

- (a) Project Management
  - (i) Lead project planning, execution, reporting, and closure.
  - (ii) Coordinate technical clarification, CIQ completion, configuration, staging, deployment, and acceptance activities.
- (b) Configuration Documentation
  - (i) Provide BRINC configuration documents and coordinate with Customer IT on necessary settings.

(c) Support

- (i) Provide 24x7x365 support channels (Intercom, phone, email) through BRINC, as set forth on Schedule B.

(d) Limitations / Disclaimers

- (i) BRINC procures cloud hosting from third-party vendors and is not responsible for interruptions or breaches caused by such providers, subject to applicable law and the Agreement.

(e) Solution Design & Environment Prep

- (i) Create a unique subdomain/URL for Customer access.
- (ii) Collaborate with Customer IT on firewall, port, and IP configuration for LiveOps.
- (iii) Conduct RF/EMF analysis and launch area testing to validate flight operations, geofenced areas, and interference mitigation.

(f) Software Activation & Configuration

- (i) Enable BRINC Drone Software on the Customer's network, create Customer accounts, and provide admin access using Authorized User information.
- (ii) Provision BRINC LiveOps SaaS, including admin portal access, telemetry, error/warning notifications, and PIC/teleoperator data capture.

(g) Hardware

- (i) Recommend proper hardware requirements and deployment architecture for the DFR program.

(h) Training

- (i) Deliver on-site and/or remote training for administrators, PICs, and teleoperators, covering BRINC hardware, LiveOps, geofencing, emergency override, and DFR best practices.

(i) Documentation

- (i) Deliver CIQ, IP plans, configuration documents, and final project close-out documentation.

(j) Out of Scope (unless separately contracted):

- (i) Management of on-site resources used during installation. This includes resources to add or build required infrastructure (pre-install) to accommodate base STATION placement or RF Infrastructure at strategic regional locations. This could include non-customer sites requiring an MOU driven by customer.
- (ii) Implementation/management of Customer's networking equipment, routing/switching, or third-party systems not listed herein.
- (iii) Configuration changes requested after CIQ sign-off (unless via approved change order).
- (iv) Ongoing operations beyond specified support, including remote operations, unless contracted as Managed Services.

**5.2 Customer Obligations.** Customer will provide the following:

(a) Program Governance

- (i) Appoint a Project Manager to manage user access, retention periods, and public data visibility; act as primary point of contact.

(b) Regulatory Compliance

- (i) Obtain and maintain FAA waivers, CoAs, and other regulatory approvals required for DFR operations (Motorola Managed Services may assist as agreed).
- (ii) Ensure Part 107 certified pilots and appropriate SOP/SRM/PPE are in place.

(c) Technical Readiness

- (i) Provide required infrastructure, bandwidth ( $\geq 30$  Mbps up/down at teleoperator and launch sites), LTE fallback, firewall configurations, electrical, and other prerequisites.

(d) Deployment Requirements & Site Prep

- (i) Meet site preparation, power, environmental, mounting/security, airspace, maintenance access, and backup landing zone requirements as outlined in Schedule C.

(e) Accounts & Security

(i) Provide Authorized User emails; maintain account/password security; promptly notify Motorola/BRINC of security issues.

(f) Operations & Data

(i) Properly configure and use the services; secure, protect, and back up content; implement encryption and routine archiving as needed.

## **6. ASSUMPTIONS**

The Services are provided under the following assumptions:

- (a) Customer will meet all system requirements and maintain them during the term.
- (b) Material scope changes post-CIQ require a change order (fees/timeframe adjustments may apply).
- (c) DFR docking station and infrastructure (if included) will be installed only after Customer meets the prerequisites defined in Schedule C.

## **7. EXCLUSIONS.**

Unless expressly stated, the following are excluded from the Services:

- (a) Customer network hardware configuration and maintenance.
- (b) Third-party platform licensing not listed herein.
- (c) Long-term managed operations.
- (d) Post-CIQ configuration changes without a change order.

## **8. TRAINING**

BRINC will provide the following training:

- (a) Flight Hardware Training: Manual RC flight basics, emergency override maneuvers, hardware limitations.
- (b) BRINC Software Training: Admin overview, safety features, geofence editor usage, teleoperation basics.
- (c) Operational Validation: Test flights within geofenced areas; validate launch/landing reliability.

## **9. ACCEPTANCE CRITERIA**

The solution will be deemed accepted (“Final Acceptance”) upon:

- (a) Successful completion of agreed work packages and test flights demonstrating DFR functionality, as set forth on Schedule D.
- (b) Delivery of all documentation (CIQ, IP plans, admin portal credentials, configuration docs).
- (c) Go-Live commencement.
- (d) Resolution (or documented plan) for any material issues blocking operational use.

## **10. SUPPORT & SLAS**

BRINC provide the following support Services:

- (a) Go-Live Support: 8 weeks post-implementation.
- (b) Ongoing Support: 24x7x365 via Intercom, phone, and email; on-site support if issues cannot be resolved virtually.
- (c) Data Handling: Data will not be intentionally deleted prior to termination; however, certain media (e.g., video/images >30 days) may be deleted per platform policy (adjust to your policy).
- (d) Support Program set forth on Schedule B

## SCHEDULE A – BRINC EQUIPMENT WARRANTY & REPLACEMENT POLICY

1. **Hardware Warranty.** Motorola warrants that BRINC Equipment is free from defects in workmanship and materials for one year from the date of Customer's receipt. For BRINC Equipment purchased by Customer under the BRINC Support Program, Motorola warrants such BRINC Equipment is free from defects in workmanship and materials from the date of Customer's receipt for the duration of the BRINC Support Program term.
2. **Disclaimers.** Except as expressly provided herein, BRINC and Motorola provides all BRINC Equipment and BRINC Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Non-BRINC Materials are not covered by the limited hardware warranty described in Section 1 of this Schedule above and are only subject to the warranties of the third-party provider or manufacturer.
3. **Claims.** If BRINC or Motorola receives a valid warranty claim for BRINC Equipment during the limited hardware warranty term, BRINC's and Motorola's sole responsibility is to repair or replace such BRINC Equipment with the same or like BRINC Equipment, at BRINC's or Motorola's option, as applicable. A replacement BRINC Equipment will be new or like new. The limited hardware warranty of the replacement BRINC Equipment will be the longer of (a) the remaining limited hardware warranty term of the original BRINC Equipment or (b) 90-days from the date of repair or replacement.
4. **Exclusions.** BRINC's limited hardware warranty excludes damage related to: (a) failure to follow BRINC Equipment use instructions, including those set forth in the applicable BRINC Equipment documentation; (b) BRINC Equipment used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Equipment; (d) force majeure; (e) BRINC Equipment repaired or modified by persons other than BRINC, without BRINC's written permission; (f) BRINC Equipment with a defaced or removed serial number; or (g) Customer's or its Authorized User's failure to complete training from BRINC on operating and flying the BRINC Equipment prior to Customer's or its Authorized User's use of the BRINC Equipment. BRINC's limited hardware warranty will be void if Customer resells BRINC Equipment.
5. **Replacement BRINC Equipment.** BRINC or Motorola may permit Customer to exchange BRINC Equipment or a part thereof. In such events, subject to Section 4 of this Schedule, the replacement BRINC Equipment or part thereof will become Customer's property, and the replaced Equipment or part thereof will become Motorola's or BRINC's property, as applicable. Before delivering BRINC Equipment for any BRINC Services (including replacement services), Customer must download BRINC Equipment data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Equipment sent to BRINC for BRINC Services.

6. Spare BRINC Equipment. At BRINC's or Motorola's reasonable discretion, as applicable, BRINC or Motorola may provide Customer a predetermined number of spare BRINC Equipment. Spare BRINC Equipment is intended to replace broken or non-functioning units while BRINC or Motorola repairs or replaces the broken or non-functioning units through the warranty return process. Title and risk of loss for all spare BRINC Equipment shall pass to Customer in accordance with the Agreement.

## **SCHEDULE B – BRINC SUPPORT PROGRAM**

If the Customer purchases BRINC Support Program or a bundle including BRINC Support Program, this appendix applies.

1. BRINC Support Program. The “BRINC Support Program” is an extended full-service warranty that starts on the Subscription commencement date and terminates as detailed in the Proposal. The extended warranty includes (i) unlimited repairs on BRINC Equipment and (ii) for any BRINC Equipment that cannot be repaired, up to 1 replacement per year for the Responder and Guardian Camera payload, and unlimited replacements for any other BRINC Equipment that BRINC is unable to repair between hardware Upgrades (as defined below). Customer is to return the destroyed device or provide reasonable documentation that the device was destroyed (i.e. pictures or video). The BRINC Support Program is available to agencies only upon completion of BRINC certified training on the associated product or service.
  
2. BRINC Support Program Upgrade. If Customer has no outstanding payment obligations and purchased BRINC Support Program, BRINC will provide Customer a new BRINC Lemur, Responder or Guardian Drone, corresponding Stations and/or BRINC Ball as scheduled in the Proposal (“Upgrade”). If Customer purchased BRINC Support Program, BRINC will provide an upgrade that is the same or like BRINC Device, at BRINC’s option. BRINC makes no guarantee the Upgrade will utilize the same accessories. Upgrades exclude new products that BRINC introduces and markets as distinct products or applications. New or additional BRINC products and applications, as well as any BRINC professional services are not included. Neither BRINC nor Motorola will offer any warranty for such BRINC Equipment that has been replaced with an Upgrade, and will have no liability for any damages relating to the use of such BRINC Equipment. BRINC and Motorola will not and have no obligation to provide Upgrades once the BRINC Support Program terminates for any reason.
  
3. Upgrade Delay. BRINC may ship the Upgrades as scheduled in the Proposal without prior confirmation from Agency. BRINC may ship the final Upgrades as scheduled in the Proposal 60 days before the end of the Subscription Term without prior confirmation from Customer.
  
4. Upgrade Change. If Customer wants a different BRINC Equipment model from the Upgrade offered by BRINC, Customer must pay the price difference between the MSRP for the desired BRINC Equipment and the MSRP for the Upgrade. If the model Customer desires has an MSRP less than the MSRP of the offered Upgrade, Motorola will not provide a refund. The MSRP is the MSRP in effect at the time of the Upgrade.
  
5. Firmware Updates. BRINC will provide Updates to BRINC Equipment firmware for as long as a BRINC Equipment is part of an active Support Program. An “Update” can be either (i) a generally available release that BRINC makes available from time to time, or (ii) a new version of BRINC software and/or firmware that enhance features and functionality, as solely determined by BRINC.

6. Original BRINC Device. Following receipt of an Upgrade, Customer will retain the original BRINC Devices, provided that: (i) Customer cannot resell, gift, or donate the BRINC Devices; (ii) Customer will not allow the BRINC Devices to be used for personal use; (iii) Customer must retain direct custody and control of the BRINC Devices; and (iv) BRINC will offer no warranty for those BRINC Devices and will have no liability for any damages relating to the use of such BRINC Devices (as the warranty for such devices will have shifted to the Upgrade).

## **SCHEDULE C – CUSTOMER DEPLOYMENT REQUIREMENTS (DFR SITE & DOCK READINESS)**

### **Site Preparation**

- Base STATION Infrastructure: Safe accessibility; minimum surface area (16' x 16'), adequate load support ( $\geq 360$  lbs), unobstructed view of the sky. Station placement must be possible via ground transport, crane, or walking access with standard door clearance. Power and network access as specified below.
- RF Site Infrastructure: Safe accessibility; minimum surface area for Non-Penetrating RF Pole (6' x 6'), or appropriate Penetrating RF Wall Mount (with mounting hardware preinstalled as directed by BRINC). Both RF options must have an unobstructed 360° view of the geographical flight area (i.e. RF array above all obstructions) and installed away from other high powered RF or cellular antennae. RF access must be possible via standard door clearance or roof hatch. Power and network access as specified below.

### **Power**

- Continuous 110V/20A (outdoor rated plugs/protection), surge protection, battery backup where possible to ensure 100% uptime, proper grounding ( $\leq 10\Omega$ ).

### **Network/Backhaul**

- Dedicated hard-wired internet access with LTE or similar fallback preferred, properly configured firewall rules, outdoor IP-rated connectors and wiring.

### **Environmental & Physical Security**

- Weatherproofing, secure mounting, controlled access.

### **Flight Safety & Airspace**

- No-fly zones reviewed; documented RF/geofencing compliance; defined backup landing area.

### **Maintenance Access**

- Routine access, maintenance plan for cleaning, battery management, firmware updates.

### **Documentation & Compliance**

- Site layout, network diagrams, operational SOP, permits/insurance, logging/ticketing for incidents.

### **Backup Safe Landing Area**

- Required: 16' diameter area, clear view of the sky with obstruction-free vertical corridor above, clearly marked, traffic restricted. Preferred: Same altitude as station.

## **SCHEDULE D – ACCEPTANCE TEST PLAN (ATP)**

### **Functional Tests**

- LiveOps connectivity, drone telemetry, flight log validation, geofence enforcement.

### **Operational Tests**

- Launch/land cycles, teleoperation handoff (if applicable), emergency failsafe procedures.

## TAKEOFF Program Addendum

This TAKEOFF Program Addendum (this “TOPA”) is entered into between Motorola and Customer, and shall be subject to, and governed by, the terms of the MCA, or other agreement between Motorola and Customer, as applicable, including any applicable addenda (the “Agreement”). Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the MCA and DA which may be found at: [https://www.motorolasolutions.com/en\\_us/about/legal/us\\_terms.html](https://www.motorolasolutions.com/en_us/about/legal/us_terms.html).

If you are purchasing drone or unmanned aerial vehicle and related Products manufactured, supplied or otherwise provided by BRINC Drones, Inc. (“BRINC”, and such Products, the “BRINC Products”) as part of the TAKEOFF Program ( from Motorola on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this TOPA; (b) you have read and understand this TOPA; and (c) on behalf of the Customer that you represent, you agree to this TOPA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this TOPA, please do not complete the purchase. The BRINC Products include Equipment (“BRINC Equipment”), and related Services and Licensed Software.

This TOPA governs Customer’s purchase of BRINC Products from Motorola under the TAKEOFF Program and shall form part of the Parties’ Agreement. This TOPA shall control with respect to conflicting terms in the Agreement or any other applicable Addendum (including, without limitation, the Drone Addendum agreed to between Customer and Motorola (the “DA”)), but only as applicable to the BRINC Products purchased under this TOPA and not with respect to other Products. For the avoidance of doubt, BRINC Products which are purchased under the Agreement (and, where applicable, the DA) which are not part of the TAKEOFF Program shall not be subject to this TOPA. Unless otherwise stated in this TOPA, the terms of the Agreement, including the DA apply.

1. THE FIRST YEAR OF THE SUBSCRIPTION. As set forth in the Proposal, Customer has agreed to a multi-year Subscription for BRINC Products (the “BRINC Subscription”). All references to the first twelve months of the BRINC Subscription (the “Initial Subscription Period”) and each renewal year (each a “Renewal Subscription Year”) in this TOPA shall refer to the BRINC Subscription. The Initial Subscription Period of the BRINC Subscription is subject to the following terms:
  - 1.1. Title. Title to the BRINC Equipment shall transfer to Customer at the commencement of the first Renewal Subscription Year. During the Initial Subscription Period the BRINC Equipment shall be the sole property of BRINC. Customer shall have no rights whatsoever in or to the BRINC Products other than the right to use the BRINC Products during the Initial Subscription Year. Customer shall have the benefit of the Support Program as set out in the Proposal, however Customer shall reimburse Motorola for the cost of any

necessary repairs or replacement of the BRINC Equipment for damage not covered by the Support Program.

## 2. CUSTOMER RESPONSIBILITIES

- 2.1. Customer Obligations. Customer shall fulfil the Customer Obligations as set out in the Proposal (“Customer Obligations”).
- 2.2. Feedback. Customer may provide Motorola internal reports and feedback to assist in improving the TAKEOFF Program. Motorola and BRINC may use such internal reports and feedback to develop or improve their Products and Services (including without limitation BRINC Products)
- 2.3. Reference. Motorola or BRINC may request that Customer act as a public reference or that Customer participate in a case study.
- 2.4. Exclusivity. During the Initial Subscription Period, Customer shall use Products from BRINC as its sole Drone as First Responder (“DFR”) provider for any Products covered by the TAKEOFF Program, and shall not, until the commencement of the first Renewal Subscription Period, deploy or purchase any autonomous docked drone platform or DFR product from a third party (“Competing Product”).
- 2.5. Compatibility. Customer is responsible for ensuring that any Customer-Provided Equipment and any alterations to the applicable network with which the BRINC Products are to be used are compatible with the BRINC Product.

## 3. EARLY TERMINATION

- 3.1. Customer Termination. Customer may terminate the BRINC Subscription without penalty by giving notice to Motorola up to 30 days prior to the commencement of the first Renewal Subscription Year.
- 3.2. Motorola Termination. During the Initial Subscription Year, Motorola may terminate the BRINC Subscription immediately by giving notice to Customer should:
  - 3.2.1. Customer fail to fulfill a Customer Obligation pursuant to Section 2.1; or
  - 3.2.2. Customer deploy or purchase a Competing Product.

4. ON TERMINATION On termination pursuant to Section 3, Motorola or its subcontractors (including BRINC or its subcontractors) shall remove the BRINC Equipment from Customer’s premises, and will deactivate (or cancel Customer’s access to) all related Software and SaaS Products (as defined in the Agreement) provided or made available by BRINC. Customer will cooperate with such removals and deactivations (including without limitation by allowing Motorola and its subcontractors (including BRINC and its

subcontractors) to access Customer facilities for such purpose. Motorola shall work with Customer to offload any Customer Data to Customer's system.

5. SURVIVAL The following sections of this TOPA survive termination of this Agreement:  
Sections 1 and 4.



**SUBJECT:** Approval of Employment and Administrative Services Agreement Between the City of Porterville and Tule East Groundwater Sustainability Agency and Establishment of Limited-Term Positions

**SOURCE:** City Manager's Office

**COMMENT:** On February 3, 2026, the City Council approved the Amended and Restated Joint Powers Authority Agreement establishing the Tule East Groundwater Sustainability Agency (TEGSA).

As TEGSA transitions to its new joint powers authority structure, existing groundwater staff require a formal employment framework to maintain continuity of operations and compensation. TEGSA has requested that the City of Porterville provide employment and administrative services during this transition period.

Under the proposed agreement, the City will serve as employer of record for designated TEGSA personnel and provide payroll processing, retirement reporting, benefits administration, and related employment services. Employees will perform services exclusively in support of TEGSA groundwater sustainability functions.

TEGSA will fully reimburse the City for all direct and indirect employment costs, including salaries, retirement contributions, health insurance, payroll taxes, and associated administrative expenses.

Because the City will serve as employer of record, formal authorization of positions is required. Staff recommends the establishment of three limited-term positions assigned exclusively to TEGSA and fully funded through reimbursement by TEGSA, as follows:

- TEGSA Director – Salary Range 274
- Financial Controller – Salary Range 251
- Administrative Assistant – Salary Range 166

Employees will receive compensation and benefits in accordance with the City's adopted Position Pay Plan and Pay and Benefit Plan.

These positions will remain in effect only for the duration of the employment services agreement unless otherwise authorized by the City Council.

RECOMMENDATION:

That the City Council:

1. Approve the Employment and Administrative Services Agreement between the City of Porterville and the Tule East Groundwater Sustainability Agency and authorize the City Manager to execute the agreement and incorporate non-substantive revisions and administrative modifications necessary to finalize the agreement, subject to approval by the City Attorney;
2. Approve the establishment of three limited-term positions consisting of TEGSA Director (Range 274), Financial Controller (Range 251), and Administrative Assistant (Range 166), assigned exclusively to TEGSA and fully funded through reimbursement by TEGSA;
3. Authorize staff to amend the Position Pay Plan as necessary to effectuate these limited-term positions; and
4. Authorize the Mayor to execute the agreement, subject to final approval by the City Attorney.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:  
Richard Tree, City Manager

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