



**CITY OF PORTERVILLE - CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MAY 19, 2026, 5:30 PM**

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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 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Richard Tree and Yuliana Andrade. Employee Organizations: Management & Confidential Series, Porterville Safety Support Unit, and Porterville City Employee Association.
- 2- Government Code Section 54956.95 – Liability Claim: Claimant: Angelina Tabares. Agency claimed against: City of Porterville.
- 3 - Government Code Section 54956.95 – Liability Claim: Claimant: Frank Villegas. Agency claimed against: City of Porterville.

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

Pledge of Allegiance Led by Mayor Meister

Invocation

COUNCIL COMMENTS

PRESENTATIONS

Economic Review by MuniServices

REPORTS

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

- I. City Commission and Committee Meetings
 - 1. Arts Commission - April 28, 2026
 - 2. Youth Commission - May 13, 2026

ORAL COMMUNICATIONS

This is the opportunity to address the Council on any matter of interest, whether on the agenda or not. 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 City Council Minutes**
Re: Considering approval of the City Council draft Minutes of May 5, 2026.
- 2. Authorization to Purchase Porterville 100 / America 250 Promotional Items**
Re: Consider the adoption of a resolution appropriating funds from the Special Purposes Reserve Fund for Porterville 100 / America 250 promotional items and authorize staff to finalize promotional item purchases.
- 3. Authorization to Purchase Water Shares and Surface Water for Groundwater Recharge Operations**
Re: Consider authorizing the City Manager, or his designee, to purchase water shares or surface water for groundwater recharge operations during Fiscal Year 2026/2027 in an amount not to exceed \$1,500,000.
- 4. Authorization to Repair and Restore City Well No. 27 to Service**
Re: Consider the repair and restoration of City Well No. 27 by Valley Pump & Dairy Systems in an amount not to exceed \$19,836.

5. **Authorization to Distribute a Request for Proposals for the Airport Electrical Improvement Project**
Re: Consider the authorization to Distribute a Request for Proposals for the Airport Electrical Improvement Project
6. **Authorization to Execute Consultant Agreement for Wastewater Nitrogen Compliance and Recycled Water Planning Services – Phase One**
Re: Consider authorization of a consultant services agreement with Carollo Engineers, Inc. for Phase One wastewater nitrogen compliance and recycled water planning services in an amount not to exceed \$764,840.
7. **Authorization of Annual Asphalt Hauling Services for the 2026/2027 Overlay Program**
Re: Consider utilization of Mike Clark Trucking for annual asphalt hauling services for the Fiscal Year 2026/2027 Overlay Program in an amount not to exceed \$375,000.
8. **Authorization of Annual Street Striping Services for Fiscal Year 2026/2027**
Re: Consider the authorization of annual street striping services with T&T Pavement Markings and Products Inc. for Fiscal Year 2026/2027 in an amount not to exceed \$350,000.
9. **Authorization of Annual Asphalt Grinding Services for Fiscal Year 2026/2027**
Re: Consider the authorization of annual asphalt grinding services with Pavement Recycling Systems for Fiscal Year 2026/2027 in an amount not to exceed \$75,000.
10. **Authorization of Annual Emulsion Services for Fiscal Year 2026/2027**
Re: Consider the authorization of annual emulsion services with Standard Emulsion Inc. for Fiscal Year 2026/2027 in an amount not to exceed \$75,000.
11. **Approval of the Fiscal Year 2026/2027 Self-Performed Street Maintenance Program**
Re: Consider the approval of the Fiscal Year 2026/2027 Self-Performed Street Maintenance Program and authorize expenditures in an amount not to exceed \$3,000,000.
12. **Approval of a Second Municipal Water Service Connection for Property Located at 1803 E. Springville Avenue**
Re: Consider adopting a resolution authorizing a second municipal water service connection for the property at 1803 E. Springville Avenue.
13. **Approval of Temporary Construction Easements for the Hope Elementary School Water System Consolidation Project**
Re: Consideration to adopt resolutions approving temporary construction easements for the Hope Elementary School Water System Consolidation Project.
14. **Authorization of Temporary Street Closure for the Flag Day Event at the Veterans Memorial Building**
Re: Consider approval of a temporary street closure of Matthew Street for the Flag Day event and fireworks display on June 14, 2026.
15. **Consideration of Funding Requests for the Local Initiatives Navigation Center (LINC) Program and Kings View Homeless Reunification Program**

Re: Consider placement of funding requests for the LINC Program and Kings View Homeless Reunification Program on the June 2, 2026, City Council Meeting Agenda as a Scheduled Matter for formal consideration and approval.

16. Proclamation Recognizing Mental Health Awareness Month — May 2026

Re: Considering approval of a proclamation request to proclaim the month of May 2026, as “Mental Health Awareness Month” in the City of Porterville.

SCHEDULED MATTERS

17. Amendment to Resolution No. 37-2012 Establishing a Uniform Early Payoff Incentive Program for the City’s Development Fee Payment Plan and Clarifying Eligibility Requirements for Multi-Unit Housing Developments for Low and Moderate Income Families

Re: Consideration of a Resolution Amending Resolution No. 37-2012 Establishing a Uniform Early Payoff Incentive Program for the City’s Development Fee Payment Plan and Clarifying Eligibility Requirements for Multi-Unit Housing Developments for Low and Moderate Income Families.

18. Authorization to Purchase Patrol Rifles and Ballistic Helmets

Re: Council to consider the purchase of patrol rifles from ProForce Law Enforcement and ballistic helmets from Executive Distributors International in an amount not to exceed \$39,629 funded through the Police Department Asset Forfeiture Fund.

AB 1234 REPORTS

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

1. Local Initiatives Navigation Center Committee (LINC) - May 6, 2026
2. Tulare County Association of Governments (TCAG) - May 18, 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 June 2, 2026, at 5:30 p.m.

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, requesting electronic participation as an accommodation, or to be able to access this agenda and documents in the agenda packet, please contact the Office of City Clerk at (559) 782-7464. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or provision of an appropriate alternative format of the agenda and documents in the agenda packet.

Materials related to an item on this Agenda submitted to the City Council after distribution of the Agenda packet are available for public inspection during normal business hours at the Office of City Clerk, 291 N. Main Street, Porterville, CA 93257, and on the City's website at www.ci.porterville.ca.us.



CITY COUNCIL AGENDA – MAY 19, 2026

SUBJECT: Approval of Draft City Council Minutes

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of May 5, 2026.

RECOMMENDATION: That the Council approves the draft Minutes of May 5, 2026.

ATTACHMENTS: 1. Draft Minutes of May 5, 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
MAY 5, 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 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Richard Tree and Yuliana Andrade. Employee Organizations: Management & Confidential Series, Porterville Safety Support Unit, and Porterville City Employee Association.

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

3 - Government Code Section 54956.95 – Liability Claim: Claimant: Sonia Pizano. Agency Claimed Against: City of Porterville.

4 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Cesar Diaz v. Karen Encinas; City of Porterville, Tulare County Superior Court Case No. VCU333769

5 - Government Code Section 54956.9(d) (2) – Conference with Legal Counsel – Anticipated Litigation – Significant exposure to litigation: 1 Case in which facts are not yet known to potential Plaintiff.

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

City Attorney Crouch reported action pertaining to A-2 and A-3, as follows:

A-2. On a MOTION made by Council Member Rivas, and SECONDED by Vice Mayor McKervey, the City Council unanimously accepted the settlement claim filed by Mark Alvarez.

Documentation: M.O. 01-050526

Disposition: Claim accepted.

A-3. On a MOTION made by Vice Mayor McKervey, and SECONDED by Council Member Rivas, the

City Council unanimously denied the claim filed by Sonia Pizano.

Documentation: M.O. 02-050526

Disposition: Claim denied.

The Pledge of Allegiance was led by Vice Mayor McKervey.

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

COUNCIL COMMENTS:

- Council Member Beltran reported attending the Cinco de Mayo parade and festivities at Veterans Park, serving as a judge at a salsa-eating and chip contest hosted by the Redo It organization, and serving as a guest speaker for the Breakfast Lions Club. He also highlighted the National Day of Prayer on May 7th, noting that several community churches would be open throughout the day.
- Council Member Green thanked Merle Stone Chevrolet for providing a vehicle and driver for the Cinco de Mayo parade.
- Vice Mayor McKervey shared his enjoyment of the Cinco de Mayo parade, riding in a 1964 lowrider with a childhood friend and handing out independence magazines/comics to children. He also commended Mayor Meister for a television interview he described as effectively communicating the city's vision to the public.
- Mayor Meister acknowledged the television interview, noting it was his second appearance with the Mederios Babb "Meeting with the Mayors" program. He highlighted ongoing city improvements including the community center, walking paths, the Washington Monument, battleship playground, and roadwork. He commended the Police Chief and Fire Department, and reflected on the Cinco de Mayo celebration as an expression of American liberty.

PRESENTATIONS

Employee of the Month - Patricia Medina

REPORTS

- I. Staff Informational Reports
 1. Building Permit Activity Quarterly Report (Q3 FY25-26)
 2. City Commission and Committee Attendance Quarterly Report (Q3 FY25-26)
 3. City Council Member Appointments Attendance Quarterly Report (Q3 FY25-26)
 4. Code Enforcement Quarterly Report (Q3 FY25-26)
 5. Golf Course Quarterly Report Q3 (FY25-26)
 6. Streets Performance Measure Quarterly Report (Q3 FY25-26)
 7. Transit Quarterly Report (Q3 FY25-26)

ORAL COMMUNICATIONS

- Diane Wagner, Porterville, urged the Council to adopt a public, enforceable ethics agreement for elected officials, questioning why such requirements apply to staff but not council members.
- Karen Anderson, Porterville, criticized certain city projects as unnecessary and questioned whether public input was obtained.
- Korey Wells, Springville, spoke on behalf of Blessings of Liberty, defending the organization's transparency and civic education mission.
- Bobby Lackey, New Porterville Rescue Mission, reported positive outcomes from the Project Safe Sleep initiative, noting general compliance and minimal issues.
- Chris, New Porterville Rescue Mission, provided operational data on Safe Sleep, highlighting high demand, program participation, and positive impacts on participants.
- Catalina Ramirez, New Porterville Rescue Mission, described program services and shared personal experience with homelessness and recovery.
- Brock Neeley, Porterville, requested removal of Item 16 for discussion and raised concerns regarding nonprofit status, raffle legality, potential conflicts of interest, and fairness in the solid waste RFQ process.
- Sonia Aguilar, Porterville, raised concerns about unannounced construction activity in her neighborhood and requested improved communication to residents.
- Adrian Moraga, Porterville, expressed support for the Downtown Main Street Car Show, citing its organization, insurance coverage, and economic benefits.
- Rolando Ornelas, Porterville, representing Classic Image, clarified the role of partner organizations and emphasized the event's community focus and non-profit intent.
- John Duran, Porterville, spoke in support of the car show and La Gente, addressing and rejecting allegations regarding political influence.
- Greg Shelton, Porterville, supported multiple city initiatives, including a downtown PA system, splash pad, accessory structure setback changes, and the car show.
- Heather Thompson Young, Porterville, raised questions regarding city staffing, leadership qualifications, fiscal priorities, event costs, and expressed concerns about the car show, refuse outsourcing, and mayoral conduct.

COUNCIL COMMENTS

- Council Member Beltran responded to concerns about unidentified construction workers, stating the city is reinforcing requirements for contractor identification and vehicle signage. Clarified the work referenced involves utility projects, not City projects.
- Council Member Rivas addressed ethics concerns by outlining existing legal and training requirements for council members. Stated no conflict of interest related to the car show and noted no known substantiated cases of employee retaliation, indicating staff departures were voluntary.
- Vice Mayor McKervey responded to public criticism, emphasizing that misinformation would not influence Council decisions. Commended the New Porterville Rescue Mission for its work addressing homelessness.
- Mayor Meister commended the Porterville Rescue Mission's operations and expressed interest in supporting a future relocation, addressed resident concerns regarding Race Communication

by directing the City Manager to meet with the company, responded to personal criticisms of his work performance, and emphasized the importance of public accountability and oversight.

CONSENT CALENDAR

Item Nos. 5 and 6 were pulled for further discussion at the request of Council Member Beltran.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Council Member Green that the City Council approve Items Nos. 1-4, and 7-17. The motion carried unanimously.

1. AUTHORIZATION TO PURCHASE LIFEGUARD STANDS

Recommendation: That the City Council:
1. Adopt a Resolution authorizing the appropriation of funds from the General Fund Reserve Deferred Maintenance Fund for the purchase of lifeguard stands; and
2. Authorize the purchase of three (3) lifeguard stands from Recreonics in the amount of \$18,154.02.

Documentation: M.O. 03-050526, Resolution No. 23-2026

Disposition: Approved.

2. AUTHORIZATION TO PURCHASE COMMERCIAL PARKS MOWER

Recommendation: That the City Council authorize the purchase of one commercial parks mower from Toro in an amount not to exceed \$177,254.57.

Documentation: M.O. 04-050526

Disposition: Approved.

3. AUTHORIZATION TO REPAIR POLICE PATROL VEHICLE NO. 3411

Recommendation: That the City Council:
1. Authorize the repair of Police Patrol Vehicle No. 3411 by Milinich Body Works at a cost not to exceed \$10,455.89 (inclusive of all parts, taxes, labor, and a 10% contingency); and
2. Direct staff to seek reimbursement from the responsible party.

Documentation: M.O. 05-050526

Disposition: Approved.

4. AUTHORIZATION TO ADVERTISE FOR BIDS FOR VILLA STREET PHASE 2 CULVERT

PROJECT

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

Documentation: M.O. 06-050526

Disposition: Approved.

7. APPROVAL OF TRANSFER OF FIRE DEPARTMENT MOBILE COMMAND TRAILER TO TULARE COUNTY FIRE DEPARTMENT

Recommendation: That the City Council approve the transfer of ownership of the Fire Department command trailer (#2196) to the Tulare County Fire Department for use by the Tulare County Incident Management Team (TCIMT).

Documentation: M.O. 07-050526

Disposition: Approved.

8. AUTHORIZATION TO EXECUTE FISCAL YEAR 2026 FEDERAL TRANSIT ADMINISTRATION (FTA) CERTIFICATIONS AND ASSURANCES

Recommendation: That the City Council authorize the City Manager and City Attorney to execute all required Fiscal Year 2026 Federal Transit Administration Certifications and Assurances, including electronic execution in the Transit Award Management System (TrAMS).

Documentation: M.O. 08-050526

Disposition: Approved.

9. APPROVAL OF STATE SENATE BILL 1 (SB1) PROJECT LIST FOR FISCAL YEAR 2026-2027

Recommendation: That the City Council:
1. Adopt the draft Resolution for the SB1 project list for Fiscal Year 2026-2027; and
2. Authorize staff to submit the project list package to the California Transportation Commission to secure the City's FY 2026-2027 RMRA apportionment.

Documentation: M.O. 09-050526, Resolution No. 24-2026
Disposition: Approved.

10. APPROVAL OF AN ANTENNA AGREEMENT WITH SIERRA VIEW MEDICAL CENTER FOR PUBLIC SAFETY RADIO COMMUNICATIONS EQUIPMENT

Recommendation: That the City Council:
1. Approve the Antenna Agreement with Sierra View Medical Center for the installation and operation of public safety radio communications equipment; and
2. Authorize the City Manager to execute the agreement, subject to final approval by the City Attorney.

Documentation: M.O. 10-050526
Disposition: Approved.

11. AUTHORIZATION TO SUBMIT GRANT APPLICATION FOR ELECTRIC UTILITY VEHICLES

Recommendation: That the City Council:
1. Adopt a Resolution authorizing the submission of a grant application to the San Joaquin Valley Air Pollution Control District Public Benefit Grants Program for the purchase of up to two (2) electric utility vehicles; and
2. Authorize the City Manager, or designee, to execute all documents necessary to submit the application and implement the project if funding is awarded.

Documentation: M.O. 11-050526, Resolution No. 25-2026
Disposition: Approved.

12. APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH KERN COMMUNITY COLLEGE DISTRICT FOR TRANSIT FARE MEDIA PROGRAM

Recommendation: That the City Council approve the Memorandum of Understanding (MOU) between the City of Porterville and Kern Community College District, on behalf of Porterville College, for the purchase and distribution of transit fare media, and authorize the Mayor and City Attorney to execute the agreement.

Documentation: M.O. 12-050526
Disposition: Approved.

13. AUTHORIZATION TO SET A PUBLIC HEARING TO CONSIDER AMENDMENT TO ACCESSORY STRUCTURE SETBACK STANDARDS

Recommendation: That the City Council authorize the setting of a public hearing for June 2, 2026, to consider an ordinance amending Porterville Development Ordinance Section 301.01 related to setbacks for accessory structures.

Documentation: M.O. 13-050526

Disposition: Approved.

14. ACCEPTANCE OF QUARTERLY FINANCIAL STATUS REPORTS - MARCH 31, 2026

Recommendation: That the City Council accept the Financial Status Reports as presented.

Documentation: M.O. 14-050526

Disposition: Approved.

15. ACCEPTANCE OF QUARTERLY INVESTMENT PORTFOLIO SUMMARY

Recommendation: That the City Council accept the Quarterly Investment Portfolio Summary Report.

Documentation: M.O. 15-050526

Disposition: Approved.

16. APPROVAL OF COMMUNITY CIVIC EVENT AND ENTERTAINMENT ZONE — AMERICAN CONSERVATORY "DOWNTOWN MAIN STREET CAR SHOW" EVENT

Recommendation: That the City Council approve the Community Civic Event and Entertainment Zone applications submitted by the American Conservatory to hold the "Downtown Main Street Car Show" event on Main Street on May 16, 2026, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C, Outside Amplifier Permit, and Entertainment Zone Plan.

Documentation: M.O. 16-050526

Disposition: Approved.

17. AUTHORIZATION OF STREET CLOSURE FOR MILITARY BANNER CEREMONY

Recommendation: That the City Council authorize the temporary closure of Main Street between Thurman Avenue and Cleveland Avenue for the Military Banner

Ceremony on May 22, 2026, from 10:30 AM to 1:30 PM.

Documentation: M.O. 17-050526

Disposition: Approved.

PUBLIC HEARINGS

18. STATUS OF VACANT POSITIONS AS REQUIRED BY AB 2561

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

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

Documentation: None.

Disposition: Report Received.

SECOND READINGS

19. SECOND READING - ORDINANCE 1931 - AMENDMENT TO PORTERVILLE DEVELOPMENT ORDINANCE ARTICLE 307 RELATING TO NONCONFORMING USES, STRUCTURES, AND LOTS

Recommendation: That the Council give Second Reading to Ordinance No. 1931, waive further reading, and adopt said Ordinance.

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 give Second Reading to Ordinance No. 1931, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING ARTICLE 307 OF THE PORTERVILLE DEVELOPMENT ORDINANCE REGARDING NONCONFORMING USES, STRUCTURES, AND LOTS, waive further reading, and adopt the ordinance.

AYES: Rivas, Green, McKervey, Meister

NOES: Beltran

ABSTAIN: None

ABSENT: None

Documentation: M.O. 18-050526, Ordinance No. 1931

Disposition: Approved.

20. SECOND READING - ORDINANCE 1932 - AMENDING ARTICLE VII OF CHAPTER 7 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE, SETTING FORTH PROCEDURES FOR EXPEDITING PERMITTING PROCESSING FOR ELECTRIC VEHICLE CHARGING SYSTEMS

Recommendation: That the Council give Second Reading to Ordinance No. 1932, waive further reading, and adopt said Ordinance.

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

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Council Member Beltran that the City Council give Second Reading to Ordinance No. 1932, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING ARTICLE VII OF CHAPTER 7 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE SETTING FORTH PROCEDURES FOR EXPIDITING PERMITTING PROCESSING FOR ELECTRIC VEHICLE CHARGING SYSTEMS, waive further reading, and adopt the ordinance. The motion carried unanimously.

Documentation: M.O. 19-050526, Ordinance No. 1932

Disposition: Approved.

SCHEDULED MATTERS

21. AWARD OF CONTRACT FOR THE MAIN STREET PARKING LOT PROJECT

Recommendation: That the City Council:

1. Award the Main Street Parking Lot Project to MAC General Engineering in the amount of \$1,674,950.95;
2. Authorize a 10% construction contingency and an additional 10% for construction management, surveying, inspection, and quality control services; and
3. Authorize an appropriation of \$809,940.95 in Measure I Funds to fully fund the project;

OR

4. Reject all bids and direct staff to re-advertise the project.

City Manager Tree introduced the item, and Acting Engineering and Project Management Director Clayton Dignam presented the staff report.

Vice Mayor McKerverey expressed disappointment at the higher-than-expected cost but indicated his support for moving forward, noting that further delay would only increase costs. He confirmed that the addition of EV charging infrastructure did not materially contribute to the cost increase.

Council Member Green concurred that delay would only increase costs.

Council Member Beltran attributed the cost increase to waterway-related engineering adjustments and inflation, and agreed that continued delay was not advisable.

Council Member Rivas commended City Manager Tree for bringing the matter forward and affirmed support for the project.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Council Member Beltran that the City Council award the Main Street Parking Lot Project to MAC General Engineering in the amount of \$1,674,950.95, authorize a 10 percent construction contingency and 10 percent for construction management, surveying, inspection, and quality control services, and authorize an appropriation of \$809,940.95 in Measure I funds to fully fund the project. The motion carried unanimously.

Documentation: M.O. 20-050526

Disposition: Approved.

5. AUTHORIZATION TO ISSUE A REQUEST FOR QUALIFICATIONS FOR SOLID WASTE SERVICES

Recommendation: That the City Council:
1. Amend the prior authorization approved on April 21, 2026, to allow staff to issue a Request for Qualifications (RFQ) for solid waste services; and
2. Authorize staff to prepare and advertise the RFQ and negotiate with the highest-ranked firm regarding a potential franchise agreement, subject to final City Council approval, with participation from the Mayor and Vice Mayor.

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

Council Member Beltran explained that he pulled this item primarily for public transparency. He noted the change in format from a Request for Proposals (RFP) to a Request for Qualifications (RFQ), and raised concerns about the pace of the process. He asked City Manager Tree to clarify the earlier tour given to one prospective vendor and to confirm that all interested firms would have equal access.

City Manager Tree explained that the tour originated from an initial contact made at the League of California Cities conference. He confirmed that other vendors who had since expressed interest following the agenda posting would also be welcomed for tours, and that under a formal RFP process, a single official tour date with documented questions and responses would be required to ensure a level playing field. He described the RFQ as a preliminary, exploratory step to identify qualified firms before investing significant staff or vendor resources in a full RFP process.

Council Member Beltran confirmed his understanding that all council members would continue to have input before any agreement was negotiated, and that the item would return with status updates. He framed his decision to pull the item as an effort to keep the public informed, emphasizing that this was not a rushed decision.

Vice Mayor McKervey reiterated that the Council voted 5-0 to pursue the RFQ route, and that a key driver was the state's clean fleet mandate requiring electrification of refuse vehicles. He noted that cities may obtain an exemption from that mandate if they pursue an alternative service model, a significant factor in the urgency. He also noted that this was at a minimum the third time the city had explored this option over the years.

Council Member Rivas confirmed for the public record that no decisions had been made, no commitments had been issued, and no consultants had been engaged.

COUNCIL ACTION: MOVED by Council Member Beltran, SECONDED by Council Member Green that the City Council authorize issuance of a Request for Qualifications for solid waste services per staff recommendations. The motion carried unanimously.

Documentation: M.O. 21-050526

Disposition: Approved.

6. AWARD OF CONTRACT FOR THE CITY COUNCIL CHAMBERS RENOVATION PROJECT AND AUTHORIZATION OF ADDITIONAL FUNDING

Recommendation: That the City Council:

1. Award the City Council Chambers Renovation Project to CORE Business Interiors in the amount of \$52,581.00;
2. Authorize a 10% contingency in the amount of \$5,258.10, for a total project authorization of \$57,839.10;
3. Authorize the reallocation of an additional \$10,000 from the City Hall Fitness Center Upgrade Project to the City Council Chambers Renovation Project to complete the project and cover any unforeseen expenses; and
4. Authorize the City Manager, or designee, to execute all documents necessary to implement the project, subject to approval by the City Attorney.

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

Council Member Beltran pulled this item due to concerns about the funding source language referencing a "City Hall Fitness Fund" and because he characterized the renovation as a "want, not a need," given current budget constraints. He suggested exploring whether the work, described as primarily fascia and shelving removal, could be accomplished through a vocational program at a local

high school or college, potentially bringing the cost below the prevailing wage threshold, estimated at \$25,000 for wholly new projects. He noted this was the first time he had reviewed the item and asked whether it was time-sensitive.

Project Manager Sarah Weaver clarified the prevailing wage thresholds and cautioned that a project cannot be artificially divided to avoid those requirements; any split must reflect genuinely separate and distinctly timed work.

City Manager Tree suggested that city staff could perform some preparatory work, such as shelf removal, to reduce the contracted scope.

Council Member Rivas expressed support for the renovation, noting that the chambers had not been updated in several decades and that the city's public-facing image, including its YouTube presence, warranted investment.

Council Member Green stated that in light of current fiscal pressures, the item could wait, noting that the chambers were functional as-is.

Vice Mayor McKervey supported the council chambers renovation, noting it is a relatively minor cost compared to the City's larger financial obligations. He encouraged cost-saving measures, expressed opposition to prevailing wage, and suggested exploring creative approaches.

Mayor Meister framed the renovation as part of the city's celebration of the 250th anniversary of American history, noting the planned installation of the national motto "E Pluribus Unum" as a fitting tribute. He stated the project was funded and moved to approve it, with direction to staff to negotiate a lower cost where possible.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Council Member Rivas, that the City Council award the contract for the City Council Chambers Renovation Project to CORE Business Interiors in the amount of \$52,581.00, authorize a total project amount of \$57,839.10, including contingency, with direction to staff to explore cost reductions through negotiation and city labor.

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

Documentation: M.O. 22-050526

Disposition: Approved.

AB 1234 REPORTS

1. Heritage Committee Meeting - April 22, 2026
Mayor Meister providing updates on the Flag Walk event and a historic marker for Veterans

Park to be installed near the Washington Monument, with a dedication ceremony planned for September 26. Community partners Greg Bartlett Construction and Bob Ruffa Electric were recognized for their contributions to the project. Additional updates included the upcoming American Revolution Experience exhibit at the Porterville Museum, completion of a downtown mural by Porterville College students, and ongoing efforts related to murals, fire hydrant painting, and promotional items.

Vice Mayor McKerverey highlighted the City's "Porterville 100" webpage, which is being developed to provide information and updates on centennial and America 250th events, and encouraged public engagement.

2. Tule East Groundwater Sustainability Agency JPA (TEGSA) - April 29, 2026

Council Member Green reported on the TEGSA meeting, noting approval of unpaid bills and a consulting contract, both contingent on funding. A Landowner Advisory Board was established with City representation. He also reported on potential exemptions for certain low-volume pumpers, the State's denial of a reporting exemption request, and ongoing coordination among GSAs toward a unified Groundwater Sustainability Plan.

ORAL COMMUNICATIONS

- Alexis Espinoza, Porterville, commended Council engagement, supported the City's direction following CIP discussions, and raised safety concerns at the sports complex ahead of Freedom Fest.
- Brock Neeley, Porterville, expressed concerns regarding potential long-term liability associated with solid waste privatization.
- Karen Anderson, Porterville, supported deferring council chambers renovations, citing pension obligations and prioritization of employee compensation.
- Korey Wells, Porterville, clarified American Conservatory's nonprofit role, addressed raffle compliance, and disclosed financial losses related to the car show.

OTHER MATTERS

- Council Member Rivas reminded drivers to ensure children fully cross at school crosswalks before proceeding through intersections..
- Council Member Beltran reported attending recent community events, including a school district project showcase and a Cinco de Mayo queen pageant, and announced an upcoming LINK Committee meeting. He also clarified that the New Porterville Rescue Mission declined previously approved City funding and encouraged continued community support through donations and volunteer efforts.
- Mayor Meister responded to public comments made during the meeting, expressing support for the City Manager and defending his qualifications, stating appreciation for his leadership during a challenging period. He addressed criticism regarding his own employment and clarified his prior comments about work ethic, stating they were not directed at City staff and reaffirming his appreciation for their work. He also referenced concerns about outside criticism

of the City's consolidation efforts, noted personal time spent on City business, and expressed gratitude to City staff for their service and ongoing work on community projects.

- Vice Mayor McKervey echoed the mayor's defense of city staff, noting that the reorganization of certain departments was driven by a desire for greater efficiency rather than cost-cutting. He stated that the city had built toward staffing levels projected for a much larger population than currently exists and that restructuring presented an opportunity for upward mobility for remaining staff. He raised a request for the city to explore including a downtown public address sound system in the CIP for potential installation before the Christmas parade, estimating the cost at approximately \$150,000.

City Manager Tree stated that direction to include a downtown public address sound system would be incorporated into the draft CIP for Council consideration in June; Council expressed consensus to include the item for further review.

Vice Mayor McKervey motioned to propose allocating \$10,000 in Council discretionary funds to support upcoming heritage celebration events, noting prior marketing funds had largely been expended.

Council Member Beltran raised concerns about cumulative spending, referencing multiple proposed and prior expenditures.

Vice Mayor McKervey responded that the expenditures are relatively small compared to broader financial issues and highlighted the significance of upcoming milestone celebrations.

Council Member Rivas expressed conditional support, emphasizing prudent use of funds.

Mayor Meister seconded the motion and indicated that the discretionary funds would be managed responsibly by staff.

Recommendation: That the City Council place an item on a future meeting agenda for consideration to allocate \$10,000 from council discretionary funds to support heritage celebration events and associated marketing and promotional items through the remainder of the fiscal year.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Council Member Rivas, that the City Council award the contract for the City Council Chambers Renovation Project to CORE Business Interiors in the amount of \$52,581.00, authorize a total project amount of \$57,839.10, including contingency, with direction to staff to explore cost reductions through negotiation and city labor.

AYES: Rivas, McKervey, Meister

NOES: Green, Beltran
ABSTAIN: None
ABSENT: None

Documentation: M.O. 22-050526

Disposition: Approved.

- City Manager Tree noted that a formal resolution would be required to authorize the use of council discretionary funds and that a staff report would be presented at the May 19, 2026 regular meeting. He also indicated that staff would coordinate with school districts regarding transportation for the proposed Flag Walk student event. He wished all mothers a Happy Mother's Day and recognized Finance Director Janie Rodriguez for 20 years of service to the City of Porterville, noting that the May 5, 2026 meeting was her last City Council meeting as she moves to a position with another city.

CLOSED SESSION

None.

ADJOURNMENT

The City Council adjourned at 9:00 p.m. to the meeting of May 19, 2026, at 5:30 p.m.

Fernando Gabriel-Moraga,
Chief Deputy City Clerk

SEAL

Greg Meister, Mayor



CITY COUNCIL AGENDA – MAY 19, 2026

SUBJECT: Authorization to Purchase Porterville 100 / America 250 Promotional Items

SOURCE: City Manager's Office

COMMENT: At its meeting on May 5, 2026, the City Council approved Vice Mayor McKervey's request to consider allocating funds for the purchase of Porterville 100 / America 250 promotional items.

The proposed promotional items are intended to support community engagement, civic pride, and public awareness efforts associated with the City's celebrations throughout year. The proposed expenditures are intended to support one-time commemorative and community engagement activities associated with these celebrations.

Vice Mayor McKervey requested that the promotional items primarily serve the youth, local businesses, and the community through giveaways and outreach efforts at upcoming civic events throughout the remainder of the year. Potential promotional items may include commemorative keychains, reusable bags, pens, chip clips, cups, hats, and similar community engagement items.

Vice Mayor McKervey indicated that staff would have discretion regarding the final promotional items selected and purchased based on pricing, availability, functionality, and overall community benefit, consistent with the City Council's discussion and direction.

The proposed funding source is the City's Special Purposes Reserve Fund for Fiscal Year 2025/2026, from which sufficient funds are currently available. Pursuant to Porterville Municipal Code Section 2-31.6, the Special Purposes Reserve Fund was established to support one-time City special events, projects, and community benefit purposes.

A draft resolution authorizing the appropriation of funds from the City's Special Purposes Reserve Fund is provided herein for City Council consideration.

RECOMMENDATION: That the City Council:

1. Adopt the draft resolution authorizing an appropriation not to

Item No. 2.

exceed \$10,000 from the City's Special Purposes Reserve Fund for Fiscal Year 2025/2026 to purchase Porterville 100 / America 250 promotional items; and

2. Authorize staff to finalize the selection and purchase of promotional items consistent with the City Council's discussion and direction.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

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

RESOLUTION NO. ____-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE SPECIAL PURPOSES RESERVE FUND FOR PORTERVILLE 100 / AMERICA 250 PROMOTIONAL ITEMS

WHEREAS, the City of Porterville is celebrating Porterville 100 and America’s 250th anniversary during calendar year 2026; and

WHEREAS, the City Council desires to support community engagement and public awareness efforts through the purchase of commemorative promotional items; and

WHEREAS, Section 2-31.6 of the Porterville Municipal Code established the Special Purposes Reserve Fund for one-time City special events, projects, and/or purposes that benefit the community; and

WHEREAS, the City Council finds that the purchase of Porterville 100 / America 250 promotional items is consistent with the intent and purpose of the Special Purposes Reserve Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTERVILLE that an appropriation not to exceed Ten Thousand Dollars (\$10,000) from the City’s Special Purposes Reserve Fund for Fiscal Year 2025/2026 is hereby approved for the purchase of Porterville 100 / America 250 promotional items.

PASSED, APPROVED, AND ADOPTED this 19th day of May, 2026.

Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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



CITY COUNCIL AGENDA – MAY 19, 2026

SUBJECT: Authorization to Purchase Water Shares and Surface Water for Groundwater Recharge Operations

SOURCE: Public Works

COMMENT: Staff annually requests authorization to purchase water shares or surface water for groundwater recharge operations. The City Council has historically approved the purchase of surface water and/or water shares, when available, from surrounding water entities for groundwater recharge purposes.

Groundwater recharge is an important component of the City's long-term water supply strategy and helps improve groundwater sustainability, increase water reliability, and support future community water demands during drought and dry-year conditions. Expanding the City's water holdings and recharge capabilities remains an important long-term strategy to support future growth, water reliability, and sustainable groundwater management.

The City currently owns 520 shares of Pioneer Water Company (PWC), and it has been the City Council's direction to continue increasing the City's water holdings and water rights when opportunities become available.

Because water availability and water share opportunities are often limited and time-sensitive, staff are requesting authorization flexibility to allow the City Manager, or his or her designee, to respond quickly when opportunities become available. If approved, the City Manager, or his or her designee, would be authorized to submit bids for available water shares and negotiate the purchase of surface water from local irrigation districts or other water entities with available water supplies for groundwater recharge purposes.

Funding for the purchase of water shares or surface water has been included within the Fiscal Year 2026/2027 Capital Improvement Program. Staff is requesting authorization for expenditures not to exceed \$1,500,000 during Fiscal Year 2026/2027.

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to purchase water shares or surface water during Fiscal Year

Item No. 3.

2026/2027 in an amount not to exceed \$1,500,000 as budgeted
in the Fiscal Year 2026/2027 Capital Improvement Program.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Public Works Director

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



SUBJECT: Authorization to Repair and Restore City Well No. 27 to Service

SOURCE: Public Works

COMMENT: City Well No. 27, located north of Melinda Avenue on South Jaye Street, has experienced a failure of critical well pumping equipment, rendering the well inoperable. This well is a critical component of the City's water system and contributes to maintaining adequate system pressure and meeting daily water demands. Timely repair of Well No. 27 is important to maintaining reliable water service, adequate fire flow capacity, and overall system resiliency during peak summer demand periods.

With increased water demand anticipated during the upcoming summer months, it is essential that Well No. 27 be repaired and restored to service as quickly as possible to ensure continued system reliability and operational efficiency.

City staff solicited quotes from qualified pump service providers for the installation of a new pump, bowl assembly, and replacement of associated electrical wiring. The scope of work includes furnishing all labor, materials, and equipment necessary to complete the repairs and restore the well to full operation.

The following quotes were received:

<u>Vendor</u>	<u>Quote</u>
1. Valley Pump & Dairy Systems	\$18,033
2. S. A. Camp Pump & Drilling Company	\$19,572
3. Carver Pump Company	No Quote Received

After reviewing the submitted quotes, staff recommends utilizing Valley Pump & Dairy Systems, which submitted the lowest responsive quote for the proposed services. Staff further determined that Valley Pump & Dairy Systems provided the best overall value based on responsiveness, pricing, and immediate parts availability. Valley Pump & Dairy Systems has confirmed that all required materials are readily available, which is critical to minimizing downtime and restoring the well to service as quickly as possible.

The purchase is consistent with the City's purchasing policy for informal procurement based on competitive quotes. Funding for this project is available within the Water Operating Fund. The total project cost is not expected to exceed \$19,836, which includes all labor, materials, applicable taxes, and a 10% contingency to address unforeseen field conditions and potential additional repair needs identified during installation.

RECOMMENDATION: That the City Council authorize the repair and restoration of City Well No. 27 by Valley Pump & Dairy Systems in an amount not to exceed \$19,836, inclusive of labor, materials, applicable taxes, and a 10% contingency.

ATTACHMENTS:

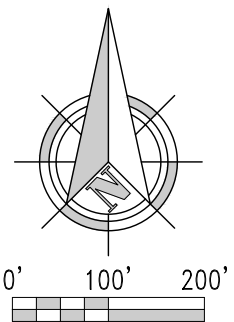
1. City Well 27 Location Map
2. Valley Pump & Dairy Systems Quote
3. S. A. Camp Pump & Drilling Company

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Public Works Director

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



SCALE: 1" = 200'

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

CITY WELL 27

DRAWN BY	GG
CHECKED BY	
SCALE	1" = 200'
DATE	5/5/2026

SHEET
 1
 OF
 1

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

CUSTOMER: CITY OF PORTERVILLE
ATTN: JONATHAN PRUITT
SUBJECT: 40 HP SUBMERSIBLE
LOCATION: CITY #27 - 428 W. MELINDA AVE

DATE: 5/6/26
PHONE: 559 782-7514

QTY	DESCRIPTION	AMOUNT
1	6 CHC 8 STAGE GOULDS SUB 4" DIA 6" NEMA	
1	40 HP 8 STAGE SUB MOTOR 460 VOLT 3 PHASE	
500'	4 GA 3 WIRE SUB CABLE	
1	10" PVC COOLING SLEEVE	
1	MISC	
1	PREVAILNG WAGE LABOR TO INSTALL THE ABOVE	
TOTAL AMOUNT FOR THE ABOVE INCLUDING MATERIAL, SALES TAX AND LABOR		19,572.00

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

NOTE: ESTIMATE AMOUNT MAY CHANGE DUE TO VENDOR PRICING AND/OR UNFORSEEN REPAIRS.

QUOTED BY: STEVEN CAVAZOS



SUBJECT: Authorization to Distribute a Request for Proposals for the Airport Electrical Improvement Project

SOURCE: Transportation

COMMENT: The Porterville Municipal Airport continues to pursue infrastructure improvements necessary to maintain compliance with Federal Aviation Administration (FAA) standards and enhance the safety, reliability, and efficiency of airport operations. The proposed Airfield Electrical Improvement Project will modernize and upgrade critical airfield electrical infrastructure throughout the airport.

The proposed improvements are critical to maintaining safe nighttime airfield operations, improving pilot visibility, reducing maintenance issues, and ensuring continued compliance with current FAA airfield electrical standards.

Proposed improvements include:

- Replacement and upgrade of existing runway lighting systems;
- Replacement and upgrade of taxiway lighting systems;
- Installation of new electrical conductors;
- Upgrades to airport hangar lighting systems; and
- Modernization of airport electrical vault equipment.

These improvements are intended to improve airfield visibility, operational reliability, safety, and energy efficiency while bringing the airport electrical system into compliance with current FAA standards and requirements.

The City has submitted an application to the Federal Aviation Administration under the Airport Improvement Program (AIP) for federal assistance for the construction phase of the Airfield Electrical Improvement Project. The project represents a significant opportunity to leverage federal and state aviation funding sources to modernize critical airport infrastructure while minimizing local financial impacts.

Based on preliminary engineering estimates, the project funding is anticipated

as follows:

FAA Airport Improvement Program Grant - \$541,500

Caltrans Division of Aeronautics - \$27,075

Local Match (Airport Operating Fund) - \$141,125

Total Estimated Construction Cost - \$710,000

The City's required local contribution is currently estimated at approximately \$168,500; however, staff will pursue supplemental funding assistance through the California Department of Transportation (Caltrans) Division of Aeronautics for up to 5% of the federal grant amount, or approximately \$27,075, which would reduce the City's estimated local contribution to approximately \$141,125.

Approval of the recommended action will allow staff to proceed with the FAA grant application process and initiate the competitive solicitation process for the Airfield Electrical Improvement Project.

RECOMMENDATION: That the City Council authorize staff to distribute a Request for Proposals for the Airfield Electrical Improvement Project and authorize the City Manager, or his or her designee, to take all necessary actions associated with the grant application and bidding process.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

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



SUBJECT: Authorization to Execute Consultant Agreement for Wastewater Nitrogen Compliance and Recycled Water Planning Services – Phase One

SOURCE: Engineering and Project Management

COMMENT: Staff is requesting authorization to execute a Consultant Services Agreement with Carollo Engineers, Inc. for Phase One of the City's Wastewater Nitrogen Compliance and Recycled Water Planning Services project.

The project is intended to evaluate improvements necessary to reduce nitrogen concentrations in treated wastewater effluent in order to comply with current and anticipated regulatory requirements established by the Central Valley Regional Water Quality Control Board. The project also supports the City's long-term groundwater sustainability and recycled water objectives by evaluating opportunities to improve water reuse and reduce impacts to the Tule Subbasin, which has been identified by the Department of Water Resources as critically overdrafted.

Phase One is intended to provide the City with a comprehensive evaluation of existing wastewater treatment operations, regulatory compliance requirements, infrastructure conditions, recycled water opportunities, and long-term implementation alternatives before proceeding into future design and construction phases.

The proposed scope of work includes:

- Evaluation of the existing wastewater treatment facility, including flows and loads analysis;
- Capacity and performance evaluations;
- Condition assessments of existing infrastructure;
- Recycled water feasibility analysis;
- Treatment alternatives analysis; and
- Development of a funding opportunity matrix identifying potential grant and funding opportunities.

The scope of work will also evaluate future recycled water opportunities and long-term wastewater treatment improvements necessary to support regulatory

compliance, water sustainability, and future operational needs.

Carollo Engineers, Inc. is nationally recognized for wastewater treatment, nutrient removal, and recycled water planning services and has extensive experience assisting public agencies with regulatory compliance and long-term wastewater infrastructure planning. Staff negotiated the Phase One scope of services with Carollo Engineers, Inc. and has determined the proposed scope and fee to be acceptable.

Completion of Phase One will allow the City Council to evaluate potential treatment alternatives, implementation strategies, funding opportunities, and future project costs prior to authorizing subsequent design or construction phases. Upon completion of the Phase One analysis, staff will return to the City Council with recommendations regarding the preferred alternative, implementation strategy, and any proposed Phase Two design services for Council consideration.

Funding for Phase One services is available within the Wastewater Treatment Facility Reserve Funds as appropriated in the Fiscal Year 2025/2026 Budget. The total contract amount for Phase One services is \$764,840.

RECOMMENDATION: That the City Council authorize the City Manager, or his or her designee, to execute the Consultant Services Agreement with Carollo Engineers, Inc. for Phase One of the Wastewater Nitrogen Compliance and Recycled Water Planning Services project in an amount not to exceed \$764,840.

ATTACHMENTS: 1. Draft Services Agreement

Appropriated/Funded:

Review By:

Department Director:
Clayton Dignam, Interim Engineering and Project Management Director/Fire Marshal

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

SERVICE AGREEMENT

DATE: May 19, 2026

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and Carollo Engineers, Inc. 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: Nitrification/Denitrification Design Services, Phase One

Description of Project: In general, CONSULTANT to provide services as defined in Attachment A to this agreement.

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

SECTION 1. CONTRACT SERVICES:

CONSULTANT hereby agrees to provide the following services and materials, in a timely manner as described/defined contract documents.

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis not to exceed **Seven Hundred Sixty-Four Thousand Eight Hundred Forty Dollars and Zero Cents** (\$764,840).

TIME OF PAYMENT: Progress payment requests shall be submitted by the 25th of each month. CONSULTANT should receive payment within 45 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 as agreed upon in the project specific task order. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

SECTION 4. FAMILIARITY WITH PROJECT:

CONSULTANT certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY is the only available source of said information.

SECTION 5. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY. CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering full liability worker's compensation laws of the State of California, bodily injury and property damage insurance, and automotive liability in the amount not less than One Million Dollars (\$1,000,000) 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.

To the fullest extent permitted by law, and subject to California Civil Code Sec 2782.8, CONSULTANT agrees to indemnify, including cost to defend, City, its elected and

appointed officers and employees, from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of City; and does not apply to any passive negligence of the City unless caused at least in part by Consultant. City agrees that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, if one or more defendant/s is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with other parties regarding unpaid defense costs and reallocate as allowed by law or stature. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

SECTION 6. WORKMANSHIP AND MATERIALS:

Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties.

SECTION 7. 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 8. AFFIRMATIVE ACTION.

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

SECTION 9. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code." Said code is in accordance with the requirements of the Political Reform Act of 1974.

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 10. 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 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. 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 attorneys' fees and costs.

SECTION 12. 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. CONSULTANT hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

SECTION 13. ESTIMATES AND PROJECTIONS:

In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, ENGINEER has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way CITY's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, ENGINEER makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from ENGINEER's opinions, analyses, projections, or estimates.

SECTION 14. WARRANTIES, GUARANTEES AND CONSEQUENTIAL DAMAGES:

The ENGINEER shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to the CITY or any third party arising out of breach of contract, delay, termination, or for any other reason whatsoever. Additionally, ENGINEER shall not be responsible for acts and decisions of third parties, including governmental agencies, other than ENGINEER's subconsultants, that impact project completion and/or success.

SECTION 15. THIRD PARTIES:

The services to be performed by ENGINEER are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the ENGINEER's performance of its services hereunder, and no right to assert a claim against the ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the ENGINEER's services hereunder.

SECTION 16. USE AND REUSE:

Documents, including drawings and specifications, prepared by ENGINEER pursuant to this Agreement are not intended or represented to be suitable for reuse by CITY or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER.

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

Service Agreement: Nitrification/Denitrification Design Services, Phase One
Page 4 of 4

CITY OF PORTERVILLE

CONSULTANT

By _____

By _____

Date _____

Date _____

Attachment A

PORTERVILLE WASTEWATER TREATMENT FACILITY NITROGEN COMPLIANCE UPGRADE SCOPE OF WORK

Background

The City of Porterville (City) owns and operates a wastewater treatment facility (WWTF) that has a rated treatment capacity of 8.0 million gallons per day (mgd). The WWTF consists of bar screens, influent pump station, grit removal, two parallel biological treatment trains, two dissolved air flotation thickeners, four anaerobic digesters, and a screw press. One treatment train consists of two clarifiers (primary clarifiers and aeration basins within the same structure), and two secondary clarifiers. The second treatment train consists of two primary clarifiers, two aeration basins, and two secondary clarifiers. Secondary effluent is pumped to the City-owned reclamation area, where it is used to irrigate fodder crops. During the non-irrigation season, or when effluent flows exceed irrigation demands, effluent is discharged to percolation ponds. Dewatered biosolids are hauled to the reclamation area and land applied.

In May 2020, the City received a Notice to Comply with the Nitrate Control Program (NCP) from the Central Valley Regional Water Quality Control Board (Regional Board), which requires that effluent dischargers in Priority 1 basins must cease causing or contributing to the increase of nitrate concentrations above the Basin Plan Water Quality Objectives of 10 mg/L in the shallow groundwater. In May 2021, the City submitted to the Regional Board a Nitrate Assessment Report, which committed to complying with the NCP by 2037.

Furthermore, the City has traditionally depended on groundwater from the Tule subbasin, which has been classified by the Department of Water Resources (DWR) as in critical overdraft. The Sustainable Groundwater Management Act (SGMA) involves establishing a framework to sustainably manage groundwater resources.

The purpose of this project is to develop WWTF upgrade options for the City to consider that will achieve the effluent discharge compliance as required by the NCP. Additionally, this project will include a recycled water feasibility study that builds upon the analysis conducted as part of the previous recycled water feasibility study completed by Carollo in 2019. The study will evaluate the recycled water demands and marketability within the area and present options for the City to consider as part of their WWTF upgrade project. Recycled water supply will consider additional wastewater treatment technologies needed to meet Title 22 standards, in addition to compliance with the NCP.

The scope of this project and associated fee includes carrying the recommended treatment alternative into a detailed design project that is competitively bid for construction. However, Carollo will engage the City stakeholders throughout the project to solicit input and confirm consensus for the recommended alternative before deciding to move forward into design.

Project Assumptions

The following assumptions listed below are included in this scope of work. The term Consultant shall represent Carollo Engineers, inc. and its subconsultants associated with this scope of work.

1. The City shall furnish the Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and reasonably rely upon all such information and services provided by City or others in performing Consultant's services under this Agreement.
2. The City shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.
3. In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way City's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, Consultant makes no warranty that City's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from Consultant's opinions, analyses, projections, or estimates.
4. Specific WWTF upgrades will be recommended as a result of the findings from the existing plant evaluation and the alternatives analysis. For the purpose of scoping the detailed design task, it is assumed that the WWTF upgrade will consist of primary clarifiers, aeration basins, secondary clarifiers, a RAS/WAS pump station, a blower building, electrical building, a digester, and solids handling improvements. It is assumed the project does not include tertiary treatment for unrestricted reuse. Following the development of the WWTF upgrade recommendations, it is advised to revisit the scope and fee associated with detailed design and modify as necessary.
5. Findings of the City's water, sewer, and storm water integrated master plan will be considered while completing the re-evaluation and condition assessment as part of this project. There is a likelihood that additional processes will need to be included in the WWTF upgrade that were not originally included in the integrated master plan.
6. The fee and labor rates are appended to the scope.

1.0 Project Management

1.1 Project Management and Meetings

Carollo will provide project administration and management necessary to perform planning, execution, monitoring, and reporting of the project elements. Carollo will lead monthly meetings with City staff and key project team members to provide updates on progress and address any issues or concerns. Carollo will lead a kickoff meeting with the City and project team to review the scope and schedule.

Deliverables:

- Monthly invoices and associated progress letter reports, including budget and schedule updates.
- Kickoff and monthly meeting agendas and minutes.

Assumptions:

- The project has an estimated duration of 12 months from notice to proceed through bidding services.
- Kickoff meeting will include travel for three key team members to attend in person and other key project team members will attend remotely as necessary.
- Monthly progress meetings will be held remotely and will be attended by the Project Manager, Project Engineer, and other key team members as necessary.

2.0 Evaluation of Existing Plant

2.1 Flows and Loads Analysis

Carollo will review background documentation, wastewater process data, reports, and other pertinent information relative to the successful completion of the project. Background information includes up to date City-wide planning development information and assumptions that could impact the volume and quality of raw wastewater influent into the WWTF.

Carollo will summarize existing wastewater flows and loads based on recent historical data provided by the City. The summary will include a range of conditions, including average dry weather, max month, and peak flows and loads.

Dependent on the availability of certain effluent data, additional sampling may be requested to support the analysis. If necessary, Carollo will develop a two-week sampling plan that will be conducted by the City operations staff at the WWTF.

Carollo will work with the City to update the growth assumptions from the Integrated Master Plan. Flow and load projections will consider population growth in the service area and water conservation efforts. Carollo will work closely with City staff to define and bracket the planning assumptions that will form the basis for the wastewater projections.

Carollo will use the projected flows to develop projected influent loadings to the wastewater treatment plant based on assumed wastewater concentrations developed from the data analysis.

Carollo will host a workshop with the City and plant staff to review the data analysis and confirm projection assumptions and develop consensus on flow and load conditions that will serve as the basis for evaluating future plant configurations. Findings from the data analysis and flow projections will be summarized in a technical memorandum.

Deliverables

- Workshop slides and meeting minutes
- Existing and Future Flow and Load Tech Memo

Assumptions

- City will provide planning documents and guidance on population projections that will serve as the basis for estimating future flow and load.
- Projection rates will not deviate from the integrated master plan assumptions unless directed by the City.

2.2 Capacity and Performance Evaluation

Carollo will determine capacity and performance for each unit process. Unit processes that do not meet the future capacity requirements will be identified and included in the recommendations for the WWTF upgrade project.

The effort will include a capacity evaluation of the unit processes, which include influent screening, influent pump station, grit removal, primary clarifiers, aeration basins, secondary clarifiers, blowers, RAS/WAS pumping, DAFTs, digesters, dewatering, effluent pump station, effluent disposal (recreation area and percolation ponds), and biosolids land application recreation area.

The performance of the plant will consider compliance with the WWTF's existing and future regulatory requirements. Carollo will include a discussion of the regulatory landscape that may affect the WWTF within the planning horizon of the plant expansion project.

In order to support the capacity and performance evaluation, Carollo will develop a plant-wide steady-state biological process model of the WWTP using a process modeling simulation software package (e.g., BioWin). The model will be used to assess solids accumulation and reduction through the plant process, predict effluent concentrations, and evaluate the capacity of the secondary and solids handling facilities.

Carollo will conduct a workshop with the City to review the capacity and performance evaluation for each process, model results, and regulatory drivers. Findings will be summarized in a technical memorandum.

Deliverables

- Workshop slides and meeting minutes
- Draft and Final Capacity and Performance Evaluation Tech Memo
- Tech Memo comment response log

Assumptions

- City will conduct any additional sampling as directed by Carollo that is deemed necessary to develop a calibrated biological process model

2.3 Condition Assessment

Carollo will perform a visual condition assessment of major above-ground assets including structural, mechanical, electrical, and instrumentation and controls infrastructure at the WWTF. The condition assessment will prioritize the evaluation of assets deemed critical or in need of repair based on discussions with wastewater facility staff. The evaluation will build upon the recommendations for rehabilitation and replacement that were included in the Integrated Master Plan to identify what assets should be included in the WWTF upgrade project.

Deliverables

- Condition Assessment Technical Memo

3.0 Alternatives Analysis

3.1 Alternatives Analysis

The objectives of the WWTF upgrade will be defined and used as the basis for screening the universe of alternatives. Drivers may include regulatory requirements, capacity needs, and improvements to address performance or reliability deficiencies of the existing plant. A maximum of three short listed alternatives will be carried forward into the detailed alternatives analysis. The short list of alternatives will be confirmed with City staff and presented to City Council before proceeding with the alternatives analysis.

Alternatives analysis will include development of a process flow diagram and preliminary site plan, life cycle cost analysis, and non-financial evaluation. The calibrated biological process model used to determine the capacity of the existing plant will be modified to reflect the proposed treatment configuration. The model will be used to determine approximate sizing of the biological treatment reactors, predict oxygen demands, which can be used to determine air flow rates and blower sizes, and predict effluent quality under various operating configurations.

Carollo will work with equipment manufacturers to receive budgetary proposals for major equipment, which will be used to develop site layouts and inform capital cost estimates. Capital costs and annual operations and maintenance (O&M) costs will be estimated for each alternative to determine 20 year life cycle costs. The cost estimates are intended to be relative comparisons between alternatives in order to inform the selection of a recommended treatment process. A non-financial evaluation will include criteria relevant to City objectives, such as technology maturity, ease of O&M, and flexibility for future recycled water (RW) objectives. The non-financial evaluation will include a qualitative comparison of alternatives. The financial and non-financial evaluations will be used to inform the recommended treatment configuration. A workshop will be held with City staff to present the findings from the analysis and solicit feedback in order to determine the recommended alternative. Following input from City staff, the findings and recommendations will be presented to City Council before moving forward.

3.2 Recycled Water Feasibility Analysis

Carollo will build upon the recycled water study completed as part of the integrated master plans and reevaluate the current recycled water landscape as described below.

Carollo will conduct an evaluation on the water quality and quantity with respect to recycled water (RW) objectives. Water quality analysis will differ from biological or regulatory treatment objectives in that it will also consider salts and minerals. High salts and minerals, which are not removed through traditional biological wastewater treatment processes, could limit the end-uses available for RW. If there is insufficient data, Carollo will develop a special sampling plan on the wastewater that will be conducted by City operations staff at the WWTF. Wastewater flows available for RW end-uses will be defined from the flow projections established for this project and compared to the water balance developed by others as part of the Groundwater Sustainability Plan.

Carollo will develop a reuse alternatives analysis that identifies potential approaches to using recycled water within the City service area or nearby end-uses. The reuse approaches considered may include :

- Traditional non-potable reuse for groundwater recharge, restricted agricultural irrigation, landscape irrigation or other on City owned land (i.e. Title 22 tertiary non-potable water distributed through purple pipe infrastructure)

- Discharge into a canal of a nearby irrigation district in exchange for surface water rights that could be percolated upgradient to supplement City groundwater supplies
- Indirect potable reuse (IPR) via spreading or injection to supplement City groundwater supplies
- Direct potable reuse (DPR) to supplement City water supply

Carollo will coordinate with up to four irrigation districts in the area to determine the feasibility, quantity, and quality of reuse within their respective service areas. For each reuse concept identified, Carollo will estimate the water supply potential and document the qualitative benefits and challenges. In addition, Carollo will document relevant information about order of magnitude costs based on our experience with similar project types. Carollo will conduct an initial screening, with input from the City, to identify three alternatives that will be carried forward into detailed analysis.

Carollo will conduct more detailed analysis on the three alternatives by developing the following information for each:

- Treatment concepts, including identifying locations for treatment
- Infrastructure needs and locations
- Other regulatory requirements (e.g. monitoring, operations, reporting)
- Capital Construction Class 5 cost estimates
- Estimated annual operation and maintenance costs

Carollo will support coordination with multiple stakeholders, such as a short-listed irrigation district and the Tule East basin Groundwater Sustainability Agency. Consultant will develop materials to support discussions of reuse concepts, water supply benefits, water quality, and other topics. Carollo will participate in stakeholder meetings to the extent desired by the City.

Carollo will develop a report summarizing the findings and recommendations. The report will cover the following:

- Summary of reuse concepts considered.
- Results of initial screening and identification of preferred alternatives.
- Detailed alternatives analysis for preferred alternatives.
- Implementation plan identifying next steps for final preferred alternative.

Assumptions

- SGMA GSP findings will be provided by the City or Tule East GSA.
- Scope assumes 4 stakeholder meetings and associated preparation and debriefing.

Deliverables

- Draft and Final Findings and Recommendations Report.
- Comment response log
- Stakeholder meeting presentations and minutes.

3.3 Permitting Support

Carollo will coordinate with the Regional Board as necessary related to any interim compliance requirements, in response to the replacement well installation plan, or provide support for other regulatory needs as necessary.

3.4 Funding Support (Optional)

Carollo will develop a funding opportunity matrix that identifies potential funding sources, their requirements, availability, tentative amounts, deadlines, and other considerations. This effort will only identify funding opportunities and does not include development of funding applications.

PORTERVILLE WWTF NITROGEN COMPLIANCE UPGRADE FEE ESTIMATE

Tasks		Carollo Labor									ODCs		Total		
Task Number	Task Description	Principle-in-Charge	Project Manager	Project Engineer	Technical Advisor	Project Professional	Professional	Staff Professional	Document Processor	Carollo Hours	Carollo Labor Costs	PECE	Other Direct Costs	Total Base Fee	Total Optional Fee
		\$340	\$287	\$307	\$360	\$255	\$238	\$220	\$143			\$17			
Task 1	Project Management and Meetings	8	75	24	2	8	10	40	-	167	\$45,553	\$2,839	\$1,000	\$49,392	
1.1	Project Management and Meetings	8	75	24	2	8	10	40		167	\$45,553	\$2,839	\$1,000	\$49,392	
Task 2	Evaluation of Existing Plant	28	96	208	24	112	120	360	16	964	\$248,176	\$16,388	\$2,000	\$266,564	
2.1	Flows and Loads Analysis	8	24	80	12	24	24	120	4	296	\$77,292	\$5,032		\$82,324	
2.2	Capacity and Performance Evaluation	12	48	80	8	72	80	160	8	468	\$119,040	\$7,956		\$126,996	
2.3	Condition Assessment	8	24	48	4	16	16	80	4	200	\$51,844	\$3,400	\$2,000	\$57,244	
Task 3	Alternatives Analysis	44	130	416	24	160	240	592	30	1636	\$421,072	\$27,812		\$437,780	\$11,104
3.1	Treatment Alternatives Analysis	24	80	200	16	80	120	280	16	816	\$211,128	\$13,872		\$225,000	
3.2	Recycled Water Feasibility Analysis	16	40	184	8	80	120	240	8	696	\$179,192	\$11,832		\$191,024	
3.3	Permitting Support	4	8	24				40	4	80	\$20,396	\$1,360		\$21,756	
3.4	Funding Support		2	8				32	2	44	\$10,356	\$748			\$11,104
TOTAL		80	301	648	50	280	370	992	46	2767	\$714,801	\$47,039	\$3,000	\$753,736	\$11,104



SUBJECT: Authorization of Annual Asphalt Hauling Services for the 2026/2027 Overlay Program

SOURCE: Public Works

COMMENT: The City's Public Works Department, Streets Division, is requesting authorization for annual asphalt hauling services to support the Fiscal Year 2026/2027 Cold-Mix and AC Pavement Overlay Program.

Securing hauling pricing and services in advance will improve the City's ability to efficiently schedule and complete roadway overlay projects throughout the community. Historically, staff secured asphalt transportation services on a project-by-project basis, which created scheduling challenges and reduced operational flexibility.

As the City continues to develop a comprehensive asphalt maintenance program, staff is seeking opportunities to improve operational efficiency and maximize available roadway funding. These improvements will allow the Streets Division to maintain current staffing levels, reduce equipment operation costs, and increase the amount of overlay work completed throughout the City, ultimately improving roadway conditions and transportation infrastructure for the community.

The Fiscal Year 2026/2027 Capital Improvement Program includes approximately \$3,000,000 budgeted for the Cold-Mix and AC Pavement Overlay Program. Staff estimates annual hauling expenditures for the 2026/2027 overlay season will not exceed approximately \$375,000, depending on project schedules and material quantities.

Given the anticipated volume of asphalt material required for the overlay season, staff solicited quotes from local trucking companies for hauling services. The quotes received were as follows:

<u>Hauling Services Contractor</u>	<u>Hourly Hauling Rate</u>
Mike Clark Trucking	\$128/ hour
W.T.B., Inc.	\$155/hour
Terry Johnson Trucking	\$160/hour

After reviewing the submitted quotes, staff recommends utilizing Mike Clark Trucking, which submitted the lowest responsive quote for the proposed hauling services. In the event of scheduling conflicts, equipment availability issues, or other operational needs, staff also requests authorization to utilize the additional contractors listed above in the order of pricing identified.

Funding for hauling services will be made available through the Capital Improvement Program Overlay Projects funded by the Surface Transportation Program (STP), Measure I, and Measure R Local Funds.

RECOMMENDATION: That the City Council:

1. Authorize the utilization of Mike Clark Trucking for annual asphalt hauling services for Fiscal Year 2026/2027;
2. Authorize staff to utilize W.T.B., Inc. and Terry Johnson Trucking, Inc. as secondary hauling contractors if scheduling conflicts, equipment availability issues, or operational needs arise; and
3. Authorize expenditures from the Capital Improvement Project Overlay Program and Self-Performed Street Maintenance Overlay Program in an amount not to exceed \$375,000.

ATTACHMENTS:

1. MIKE CLARK TRUCKING ANNUAL QUOTE 26-27 FISCAL YEAR
2. WTB TRUCKING ANNUAL QUOTE 2026-2027
3. TERRY JOHNSON TRUCKING ANNUAL QUOTE 2026-2027

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Public Works Director

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

Mike Clark Trucking
19385 Ave. 144, Porterville Ca.
Fax (559)784-8832 Office (559)784-5486 Cell (559)359-9918
S.B.E.#2042618 CA. #304331

Date: April 9, 2026
To : City of Porterville
Attn: Joe Baeza
City Cold Mix Haul

Trucking for
July 1, 2026- June 30, 2027
Fiscal Year

Aggregates out of Jaxon Baker to City Yard
Distribution and or Various sites throughout the city in
Super 10, Transfers, Semi Bottoms and Double Bottoms
\$128.00 per hour with 6 Hour Minimum

Due to the rapidly escalating fuel increases brought on by the conflict in Iran we must include a fuel surcharge.

\$6.00-6.99 gallon = \$2.00 per hour increase

\$7.00-7.99 gallon= \$4.00 per hour increase

\$8.00-8.99 gallon= \$6.00 per hour increase

Etc.

All other trucking transfers, double bottoms, Demo or Super 10 at \$128.00 per hour. 6 Hour minimums. Billing will be sent out weekly, pay at net thirty days. B & P Code Section 7108.6, penalty by the Debtor to the Carrier of 1.5 percent of the amount due per month for every month payment is outstanding.

QUOTE GOOD FOR (3) THREE MONTHS FROM THIS DATE

Fax Cover Sheet

W.T.B., INC.
 7093 W. BELMONT
 FRESNO, CALIFORNIA 93722
 (559) 275-1998
 (559) 275-1995

Send to:	From: Christina Tanney
Attention:	Date: April 7, 2026
Office Location:	Office Location: FRESNO, CA.
Fax Number:	Phone Number: (559) 275-1998

Please Sign and Return

_____ Agent or Representative

_____ Date

Total pages, including cover: 2

General Conditions: Unless otherwise specified a 6-hour day, 8-hour night/weekend minimum will be incurred on any trucking day, as well as an 8% increase on all rates for nights and weekends. On all night work there will be a 24-hour cancellation policy or an 8-hour minimum will be applied. There will also be a 10% increase for all rubberized asphalt in transfers. **All tonnage quotes are per U.S. ton, based on full loads and direct routes to and from the jobsite and never will any averaging of standby be allowed. Standby will be assessed at the first point of arrival or delay due to the construction site (i.e., traffic control, detours, etc.) and will end when the truck is free and clear to return to the plant or point of origin without delay. If for any reason, there is a dispute over standby all tonnage prices will be reversed to hourly rates. If two or more trucks are sent back on standby and don't receive a load there will be a return charge applied for each truck that does not receive a load. A fuel increase will be applied to all rates at 1% for every \$0.10 increase once fuel goes over \$5.50 per gallon. For a current rate on fuel please refer to www.eia.gov on-highway retail diesel prices.** All quotes including material subject to change without notice depending on material availability. Also, please note that material prices do not include material environmental fees. All individual quotes will be void if this quote is not used in its entirety. It will be customer's responsibility for any citations written for load showing or overloads from job site off hauls. **Also, it is customer's responsibility to make WTB aware of any prevailing wage costs associated with project. All trucking rates shown are "non-prevailing" unless specified. WTB will pass on the extra costs associated with prevailing wage to the customer.** To ensure truck availability WTB requires a weekly estimate of trucks needed, with a minimum of 24-hour notice of confirmation for the scheduling of trucks. With the major shortage of trucks due to the new EPA state mandates, WTB will not be held liable for any shortages of trucks on any project. Please be advised WTB Inc. is a Vendor not a Sub Contractor.

Life of Quote: Unless otherwise specified herein this quote will be VOID 30 days after the noted bid date of WTB Inc. Due to material availability and price fluctuations all material prices will be VOID after 30 days.

Payment: All invoices shall be paid by the 20th of the following month. WTB Inc. is a Vendor-Supplier not a Sub Contractor, late payments will be assessed carrying charges at 1.5% compounded monthly on the outstanding balance. If a dispute arises between the parties, the prevailing party shall be entitled to recover attorney fees in addition to any other relief to which the party may be entitled.

Acceptance: Buyer shall SIGN and RETURN this quote sheet confirming "Special Conditions", price and estimated delivery date, via fax or return mail. **Failure to return a signed copy within 5 days after the start of quoted project constitutes complete and full acceptance.**

City of Porterville, Cold Mix to Porterville Yard & Delivery to Various Locations For 2026/2027

Trucking Prices Only:

Day Hourly Rates:

Double Bottoms \$155.00

Transfers \$155.00

Super-10 \$155.00

End dumps \$160.00

Demo 10's: \$160.00

10 Wheelers \$150.00

High Side End Dump \$175.00

On-Site PLA Wage Day Hourly Rates:

Double Bottoms \$196.00 After 8hr Shift \$221.00

Transfers \$196.00 After 8hr Shift \$221.00

Super Dumps \$196.00 After 8hr Shift \$221.00

End dumps \$198.00 After 8hr Shift \$223.00

Demo 10's: \$198.00 After 8hr Shift \$223.00

Please Note:

~ Please let WTB know within 24-hours of bid time if you will be using our quote.



Terry Johnson Trucking, Inc.

31186 West Gale Avenue
Coalinga, CA 93210

Ph: 559-935-0371
Fax: 559-935-3173

8270 E. Lacey Blvd.; Hanford, CA (559) 584-2622 * 5942 Old Stage Rd.; Fountain Springs, CA (559) 534-2491
1860 W. Betteravia Rd., Santa Maria CA (805) 928-2202

QUOTATION

April 8, 2026

City of Porterville
e-mail: JBaeza@ci.porterville.ca.us
Ph: 559-782-7514
Attn: Joe Baeza

Re: Haul Rates

To Whom It May Concern,

For your consideration, the following is Terry Johnson Trucking, Inc.'s haul rate for hot mix asphalt (HMA) and/or cold mix delivered to the City of Porterville:

Trucks	Material	Quantity	Rate
<i>Bottom Dumps</i>	<i>Cold Mix</i>	<i>10 loads</i>	<i>\$160.00</i>
<i>Or</i>	<i>Or</i>		<i>per hour</i>
<i>Transfers</i>	<i>HMA</i>	<i>10 loads</i>	

- *Fuel surcharge: Add 3% to rates for every .50 cent increase over \$5.00/per gallon**
- *23-25 tons per load**
- *Rate is good through June 30, 2027**

Rate is for trucking only. Thank you for the opportunity to quote this project. Please call if you have any questions or comments.

Sincerely,

Justin Johnson

Justin Johnson
Vice President/Estimator
Terry Johnson Trucking, Inc.

- *This quote is limited to acceptance within 20 days of the bid opening after which time quotation is subject to review/revision.*
- * Due to the strict California emissions laws, we can not be held responsible for shortage of trucks on any project.*
- *Rates quoted are DAY rates unless specified otherwise.*
- *Night rates are quoted as an 8 hour minimum.*
- * Material and trucking subject to availability.*
- * Haul rates do not include tarping.*
- * Please note that stand-by charges begin 10 minutes or 30 minutes (whichever is specified in quote) after the truck has arrived on the job/traffic control.*
- * The terms of this quote shall become an integral part of the Purchase Agreement and shall govern over any conflicting language.*
- *All taxes applicable to the sale or delivery of materials will be invoiced and paid by the customer.*
- *Terms are Net 30.*



SUBJECT: Authorization of Annual Street Striping Services for Fiscal Year 2026/2027

SOURCE: Public Works

COMMENT: The Public Works Department, Streets Division, is requesting authorization from the City Council for annual street striping services for Fiscal Year 2026/2027.

These services will include re-striping lane lines for arterial and collector streets throughout the city limits, as well as replacing existing street markings following asphalt maintenance and roadway overlay projects. While City staff currently repaint stop bars, stop legends, crosswalks, turn arrows, school legends, and school crosswalks, the City does not own the specialized equipment required to maintain travel lane striping throughout the roadway network. Historically, lane striping has been completed on an as-needed basis associated with overlay and street reconstruction projects as part of the City's ongoing proactive roadway maintenance strategy.

Proper pavement markings are critical to maintaining safe traffic operations, improving lane visibility, enhancing pedestrian safety, and reducing driver confusion throughout the City's roadway network. Re-striping lane lines in conjunction with the City's Street Maintenance Program is also necessary to maintain compliance with the Manual on Uniform Traffic Control Devices (MUTCD).

Establishing annual striping services allows the City to respond more efficiently to roadway maintenance needs and complete overlay projects in a timely manner throughout the fiscal year. The Fiscal Year 2026/2027 Capital Improvement Program includes approximately \$3,000,000 budgeted for the Cold-Mix and AC Pavement Overlay Program. Staff estimates annual striping expenditures for Fiscal Year 2026/2027 will not exceed approximately \$350,000, depending on roadway conditions, overlay schedules, and operational priorities.

To secure services for the upcoming fiscal year, staff solicited quotes based on cost per linear foot and mobilization costs and received the following proposals:

<u>Contractor</u>	<u>Quote per Linear Foot</u>	<u>Mobilization</u>
T&T Pavement	\$0.30	\$18,900

California Striping Inc.	\$0.32	\$20,500
Fresno Seal & Strip	\$0.33	\$22,000

The proposed annual striping services include mobilization; 4-inch edge line striping; 4-inch broken line striping; 8-inch single solid line striping; two-way left-turn lane striping; double yellow center lines; bike lane markings; crosswalk removal; thermoplastic crosswalk installation; removal and installation of school crossing legends; traffic control; and layout of newly paved roadways.

After reviewing the submitted proposals, staff recommends utilizing T&T Pavement Markings and Products Inc., which provided the best overall value based on pricing, responsiveness, and operational availability. In anticipation of potential scheduling conflicts, equipment availability issues, or other operational needs, staff also requests authorization to utilize California Striping Service, Inc. and Fresno Seal & Stripe, Inc. as secondary contractors in the order of their submitted pricing.

Funding for the Annual Striping Program will be provided through the Surface Transportation Program (STP), Measure I, and Measure R Local Funds in support of the City’s Street Maintenance Operations, Capital Improvement Projects, and Self-Performed Street Maintenance Program.

RECOMMENDATION:

That the City Council:

1. Authorize the utilization of T&T Pavement Markings and Products Inc. for annual street striping services for Fiscal Year 2026/2027;
2. Authorize staff to utilize California Striping Service, Inc. and Fresno Seal & Stripe, Inc. as secondary striping contractors if scheduling conflicts, equipment availability issues, or operational needs arise; and
3. Authorize expenditures from the Surface Transportation Program, Measure I, and Measure R Local Funds in an amount not to exceed \$350,000.

ATTACHMENTS:

1. T__T_Pavement_Markings 2026-2027 Quote
2. California Striping 2026-2027 Quote
3. Fresno Seal and Stripe 2026-2027 Quote

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Public Works Director

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



3276 W. Sussex Way, Fresno, CA 93722

"We are a non-union Contractor"

Phone: 559-275-2879
Fax: 559-229-2527

TIN #81-4165560
License #687921
tandtpavemark@gmail.com
DIR Registration #1000046338
SB #2004666

PROPOSAL

DATE: 4/29/2026
PROPOSAL #: 26-233
PREVAILING:

CUSTOMER:

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

PROJECT:

2026-2027 Annual Striping

UNION FEE:

(single add'l cost if applicable):

****THIS PROPOSAL IS TO BE ACCEPTED AS A WHOLE AND NOT BROKEN OUT IN PARTS.****

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING WORK AS DESCRIBED BELOW:

This quote is for work performed, M-F, 6am-2pm. An additional cost will apply for weekend & overtime work.

Qty	Description	Total
	ALL STRIPING TO BE DONE IN 1 COAT OF PAINT EXCEPT FOR LINE ITEM #10 & 11	
	LINE ITEM #1 - \$18,900.00 Mobilization, Insurance	
	LINE ITEM #2 - \$.30 per foot Linear feet of 4" edge line (detail 27b)	
	LINE ITEM #3 - \$.27 per foot Linear feet of 4" broken line (detail 8), white or yellow	
	LINE ITEM #4 - \$.35 per foot Linear feet of 8" single solid line (detail 38a)	
	LINE ITEM #5 - \$.49 per foot Linear feet of 4" two way left turn (detail 31)	
	LINE ITEM #6 - \$.59 per foot Linear feet of double yellow center line (detail 21) includes black highlight in middle	
	LINE ITEM #7 - \$.30 per foot Linear feet of bike lane (detail 39)	
	LINE ITEM #8 - \$2.50 per foot	

- IF A BOND IS REQUIRED: A COST OF 3% WILL BE ADDED & BILLED TO THE GEN'L CONTRACTOR.

- Please direct questions regarding this proposal to Tom Ochoa at (559) 217-7645.

- T&T will provide the following insurance limits:

Per Occurrence: \$1,000,000 / General Aggregate: \$2,000,000

Automobile: \$1,000,000 / Workman's Comp: \$1,000,000

Umbrella Policy: \$2,000,000

(if higher limits are required, an add'l cost will apply)

Total:

- Upon acceptance of this proposal, please sign and email to our office. Proposal is not valid after 30 days without a signature.

THIS QUOTE INCLUDES ALL STIPULATIONS FOUND ON SEPARATE ATTACHMENT.
IF NOT ATTACHED, PLEASE CONTACT OUR OFFICE.

Signature

Date



3276 W. Sussex Way, Fresno, CA 93722

"We are a non-union Contractor"

Phone: 559-275-2879
Fax: 559-229-2527

TIN #81-4165560
License #687921
tandtpavemark@gmail.com
DIR Registration #1000046338
SB #2004666

PROPOSAL

DATE: 4/29/2026
PROPOSAL #: 26-233
PREVAILING:

CUSTOMER:

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

PROJECT:

2026-2027 Annual Striping

UNION FEE:

(single add'l cost if applicable):

****THIS PROPOSAL IS TO BE ACCEPTED AS A WHOLE AND NOT BROKEN OUT IN PARTS.****

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING WORK AS DESCRIBED BELOW:

This quote is for work performed, M-F, 6am-2pm. An additional cost will apply for weekend & overtime work.

Qty	Description	Total
	Linear feet of yellow crosswalk removal	
	LINE ITEM #9 - \$2.75 per foot Install yellow crosswalk in thermoplastic (lf)	
	LINE ITEM #10 - \$575.00 each Removal of existing Slow School Xing legend	
	LINE ITEM #11 - \$550.00 each Installation of Slow School Xing legend in thermoplastic	
	LINE ITEM #12 - \$17,000.00 Traffic Control	
	LINE ITEM #13 - \$.35 per foot Layout and cat track newly paved roads prior to applying pavement stripes	

- IF A BOND IS REQUIRED: A COST OF 3% WILL BE ADDED & BILLED TO THE GEN'L CONTRACTOR.

- Please direct questions regarding this proposal to Tom Ochoa at (559) 217-7645.

- T&T will provide the following insurance limits:

Per Occurrence: \$1,000,000 / General Aggregate: \$2,000,000

Automobile: \$1,000,000 / Workman's Comp: \$1,000,000

Umbrella Policy: \$2,000,000

(if higher limits are required, an add'l cost will apply)

Total: \$0.00

- Upon acceptance of this proposal, please sign and email to our office. Proposal is not valid after 30 days without a signature.

THIS QUOTE INCLUDES ALL STIPULATIONS FOUND ON SEPARATE ATTACHMENT.
IF NOT ATTACHED, PLEASE CONTACT OUR OFFICE.

Signature

Date

CALIFORNIA STRIPING SERVICE, INC
6062 N. BETHEL CLOVIS, CA. 93619
559-325-2986/ FAX 559-325-6409
CELL 559-289-5133

DATE: 4-29-26

TO: CITY OF PORTERVILLE
ATTN: JOE

RE: 2026-2027 ANNUAL STRIPING CONTRACT

SCOPE OF WORK: PAINTED ITEMS WILL BE ONE COAT

ITEM #1	MOBILIZATION	=\$20,500
ITEM #2	DETAIL 27B	.32LF
ITEM #3	DETAIL 8	.29LF.
ITEM #4	DETAIL 38A	.39LF.
ITEM #5	DETAIL 31	.54LF.
ITEM #6	DETAIL 21	.61LF.
ITEM #7	DETAIL 39	.35LF.
ITEM #8	REMOVE X-WALK	2.85LF.
ITEM#9	THERMOPLASTIC X-WALK	2.65LF.
ITEM #10	REMOVE SSX LEGENDS	590.00EA.
ITEM#11	THERMOPLATIC SSX LEGENDS	535.00EA.
ITEM #12	TRAFFIC CONTROL	18,000.00
ITEM #13	LAYOUT NEW ROADS	.36LF.

IF YOU HAVE ANY QUESTIONS PLEASE GIVE ME A CALL.

THANK YOU,
MARK SHARER

Fresno Seal & Stripe, Inc.

1285 W Shaw Ave Ste 108
Fresno, CA 93711



ADDRESS
City of Porterville Maint.
291 N Main St
Porterville, CA 93257
United States

ESTIMATE 3447
DATE 04/30/2026

	DESCRIPTION	AMOUNT
STRIPING	PROJECT: CITY OF PORTERVILLE 2026-2027 ANNUAL STRIPING LOCATION: PORTERVILLE, CA ALL STRIPING TO BE DONE IN 1 COAT OF PAINT EXCEPT FOR: LINE ITEM #10 & 11 LINE ITEM #1 - \$22,000.00 Mobilization, Insurance LINE ITEM #2 - \$.33 per foot Linear feet of 4" edge line (detail 27b) LINE ITEM #3 - \$.30 per foot Linear feet of 4" broken line (detail 8), white or yellow LINE ITEM #4 - \$.43 per foot Linear feet of 8" single solid line (detail 38a) LINE ITEM #5 - \$.57 per foot Linear feet of 4" two way left turn (detail 31) LINE ITEM #6 - \$.65 per foot Linear feet of double yellow center line (detail 21) includes black highlight in middle LINE ITEM #7 - \$.39 per foot Linear feet of bike lane (detail 39) LINE ITEM #8 - \$3.05 per foot Linear feet of yellow crosswalk removal LINE ITEM #9 - \$2.90 per foot Install yellow crosswalk in thermoplastic (lf) LINE ITEM #10 - \$620.00 each Removal of existing Slow School Xing legend LINE ITEM #11 - \$560.00 each Installation of Slow School Xing legend in thermoplastic	0.00

EXCLUSIONS FROM PROPOSAL: TRUNCATED DOMES, BOLLARDS, TEMPORARY/TIMBER BARRICADES, SPECIALTY BUILDING SIGNAGE, AND CONCRETE WHEEL STOPS WITH DRAINAGE SLOTS. NOTE: IRRIGATION MUST BE TURNED OFF 24 HOURS PRIOR TO COMMENCING WORK. -UPON ACCEPTANCE OF THIS PROPOSAL, PLEASE SIGN AND RETURN IT TO OUR OFFICE.

-PROPOSAL IS NOT VALID AFTER 30 (THIRTY) DAYS WITHOUT A SIGNATURE.

LINE ITEM #12 - \$18,500.00
Traffic Control

LINE ITEM #13 - \$.36 per foot
Layout and cat track newly paved roads prior to applying
pavement stripes

SUBTOTAL	0.00
TAX	0.00
<hr/>	
TOTAL	\$0.00

Accepted By

Accepted Date

EXCLUSIONS FROM PROPOSAL: TRUNCATED DOMES, BOLLARDS, TEMPORARY/TIMBER BARRICADES, SPECIALTY BUILDING SIGNAGE, AND CONCRETE WHEEL STOPS WITH DRAINAGE SLOTS. NOTE: IRRIGATION MUST BE TURNED OFF 24 HOURS PRIOR TO COMMENCING WORK. -UPON ACCEPTANCE OF THIS PROPOSAL, PLEASE SIGN AND RETURN IT TO OUR OFFICE.

-PROPOSAL IS NOT VALID AFTER 30 (THIRTY) DAYS WITHOUT A SIGNATURE.



SUBJECT: Authorization of Annual Asphalt Grinding Services for Fiscal Year 2026/2027

SOURCE: Public Works

COMMENT: Staff is requesting City Council authorization for annual asphalt grinding services for Fiscal Year 2026/2027 to support the City’s ongoing roadway overlay and pavement preservation program.

The proposed grinding services include milling city streets, gutter edges, and blending existing asphalt during roadway dig-outs and pavement transitions throughout overlay project areas. These services are essential to ensure proper asphalt thickness and roadway preparation, which are critical to the longevity, durability, and overall quality of roadway overlay projects.

Utilizing asphalt grinding services as part of the City’s pavement preservation strategy allows the City to overlay streets with lower Pavement Condition Index (PCI) ratings that might otherwise require full reconstruction. This process, combined with routine maintenance, helps extend roadway life cycles, maximize the use of available street maintenance funding, and generate long-term cost savings that can be reinvested into the City’s Street Maintenance Program.

In addition, utilizing grinding contractors supports the Public Works Department’s ability to maintain minimum staffing levels, reduce equipment operation and maintenance costs, and improve the overall efficiency and quality of overlay operations.

Grinding services will be coordinated with City overlay operations and associated support services necessary to complete roadway improvements.

Staff solicited quotes from two qualified contractors for annual asphalt grinding services for Fiscal Year 2026/2027. The submitted quotes are as follows:

<u>Grinding Contractor</u>	<u>Quote</u>	<u>Mobilization Fee</u>
Pavement Recycling Systems	\$4,100 @ 8hr Rental	\$400 per day
Cindy Trump Inc.	\$5,100 @ 8hr Rental	\$950 per day

After reviewing the submitted proposals, staff recommends utilizing Pavement Recycling Systems, which provided the best overall value based on pricing, responsiveness, and operational availability. In the event of scheduling conflicts, equipment availability issues, or other operational needs, staff also requests authorization to utilize Cindy Trump, Inc. as a secondary grinding contractor.

Staff estimates annual asphalt grinding expenditures for Fiscal Year 2026/2027 will not exceed approximately \$75,000, depending on overlay schedules, roadway conditions, and operational needs.

Funding for annual asphalt grinding services has been allocated within the Fiscal Year 2026/2027 Capital Improvement Program through the Special Gas Tax Fund.

RECOMMENDATION: That the City Council:

1. Authorize the utilization of Pavement Recycling Systems for annual asphalt grinding services for Fiscal Year 2026/2027;
2. Authorize staff to utilize Cindy Trump, Inc. as a secondary grinding contractor if scheduling conflicts, equipment availability issues, or operational needs arise;
3. Authorize expenditures from the Special Gas Tax Fund in an amount not to exceed \$75,000; and
4. Authorize payment upon satisfactory completion of services.

ATTACHMENTS:

1. Pavement Recycling Quote FY 26-27 Bid Form
2. CTI Quote 2026-2027

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Public Works Director

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

Proposal and Contract

Pavement Recycling Systems, Inc.



CA License # 569352

DIR # 1000003363

NV License # 0036228

OR License # 185556

UT License # 6982390-5501

AZ License # 183900

ID License # 015231-AA-2

WA License # 602-840-640

10240 San Sevaive Way, Jurupa Valley, CA 91752

Phone: (951) 682-1091 Fax: (951) 682-1094

From: Abraham Perez

Email: APerez@pavementrecycling.com

To: Joe Baeza
City Of Porterville
555 N. Prospect
Porterville, CA 93257
jbaeza@ci.porterville.ca.us

Quote No: 26-06115
Phone:
Fax:
Bid Date: 4/8/2026

City Of Porterville Quote FY 26-27

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	7' Milling Machine Rental First 4 Hours	1.00	LS	\$4,100.00	\$4,100.00
2	7' Milling Machine Rental Day Rate	1.00	DY	\$5,100.00	\$5,100.00
3	4' Milling Machine Rental First 4 Hours	1.00	LS	\$3,400.00	\$3,400.00
4	4' Milling Machine Rental Day Rate	1.00	LS	\$4,100.00	\$4,100.00
5	2' - 3' Milling Machine Rental First 4 Hours	1.00	LS	\$4,300.00	\$4,300.00
6	2' - 3' Milling Machine Rental Day Rate	1.00	DY	\$4,900.00	\$4,900.00
7	Skid Steer/Mini Milling Machine Rental First 4 Hours	1.00	LS	\$2,800.00	\$2,800.00
8	Skid Steer/Mini Milling Machine Rental Day Rate	1.00	DY	\$3,200.00	\$3,200.00
9	Mobilization Of Rental Equipment	1.00	EACH	\$400.00	\$400.00
10	Pulverizer Rental First 4 Hours	1.00	LS	\$4,200.00	\$4,200.00
11	Pulverizer Rental Day Rate	1.00	DY	\$5,200.00	\$5,200.00

Terms and Conditions

• COLD MILLING RENTAL – STANDARD CONDITIONS

- 1) Item #1 includes: Provide One (1) 7' Milling Machine operated and maintained for up to 4 hours per day or night shift. After the first 4 hours for each shift worked, the hourly rate of \$500/hr. will apply.
- 2) Item #2 includes: Provide One (1) 7' Milling Machine operated and maintained for up to 8 hours per day or night shift. After 8 hours for each shift worked, the hourly rate of \$700/hr. will apply. After 10 hours for each shift worked premium rates will apply.
- 3) Item #3 includes: Provide One (1) 4' Milling Machine operated and maintained for up to 4 hours per day or night shift. After the first 4 hours for each shift worked, the hourly rate of \$350/hr. will apply.
- 4) Item #4 includes: Provide One (1) 4' Milling Machine operated and maintained for up to 8 hours per day or night shift. After 8 hours for each shift worked, the hourly rate of \$500/hr. will apply. After 10 hours for each shift worked premium rates will apply.
- 5) Item #5 includes: Provide One (1) 2' - 3' Milling Machine operated and maintained for up to 4 hours per day or night shift. After the first 4 hours for each shift worked, the hourly rate of \$300/hr. will apply.
- 6) Item #6 includes: Provide One (1) 2' - 3' Milling Machine operated and maintained for up to 8 hours per day or night shift. After 8 hours for each shift worked, the hourly rate of \$500/hr. will apply. After 10 hours for each shift worked premium rates will apply.
- 7) Item #7 includes: Provide One (1) Skid Steer/Mini Milling Machine operated and maintained for up to 4 hours per day or night shift. After the first 4 hours for each shift worked, the hourly rate of \$200/hr. will apply.
- 8) Item #8 includes: Provide One (1) Skid Steer/Mini Milling Machine operated and maintained for up to 8 hours per day or night shift. After 8 hours for each shift worked, the hourly rate of \$400/hr. will apply. After 10 hours for each shift worked premium rates will apply.
- 9) Item #9 includes: One (1) Mobilization for the move on and off the project.
- 10) Excludes: Saturday or Sunday work, Traffic control, water/water truck, hauling, sweeping, detailing/handwork, removal of pcc, survey/project layout, maintenance of the project.
- 11) All work is to be performed under the direct supervision and control of the customer. Customer accepts all liability for any claims arising from work performed as directed.
- 12) Price is good through June 30, 2027.

Proposal and Contract

Pavement Recycling Systems, Inc.



CA License # 569352
OR License # 185556

DIR # 1000003363
UT License # 6982390-5501
ID License # 015231-AA-2

NV License # 0036228
AZ License # 183900
WA License # 602-840-640

10240 San Sevaire Way, Jurupa Valley, CA 91752
Phone: (951) 682-1091 Fax: (951) 682-1094

From: Abraham Perez **Email:** APerez@pavementrecycling.com

To: Joe Baeza
City Of Porterville
555 N. Prospect
Porterville, CA 93257
jbaeza@ci.porterville.ca.us

Quote No: 26-06115
Phone:
Fax:
Bid Date: 4/8/2026

• **PULVERIZATION RENTAL- STANDARD CONDITIONS**

- 1) Item #10 includes: One (1) Pulverizer, operated and maintained at a lump sum price, based on a Four (4) hour shift. Additional hours after 4 to be billed \$500/hour. Material to be left in place. The minimum width of cut is 8'.
- 2) Item #11 includes: One (1) Pulverizer, operated and maintained at a lump sum price, based on an Eight (8) hour shift. Additional hours after 8 to be billed at \$800/hour. More than 10 hours a day, or weekends, premium rates will apply. Material to be left in place. The minimum width of cut is 8'.
- 3) Item #9 includes: One (1) Mobilization for the move on and off the project.
- 4) All pulverizing equipment rental rate work is customers work and will be performed as directed and under supervision of customer.
- 5) Customer accepts all liability for claims arising from work performed as directed. GRADATION GUARANTEE IS SPECIFICALLY EXCLUDED.
- 6) Contractor to locate and mark any utilities/obstructions in and under the mixing area and remove as necessary. PRS is not responsible for damage to underground utilities in or under mixing area. Damage to our equipment to be billed at time and materials.
- 7) Excludes: Pulverizing AC pavement on PCC, CTB, rock larger than 3" or any asphalt thicker than 12" depth. Pavement to be ground must be scraped clean of all debris by the contractor. Traffic loops are to be sawcut in 2-foot intervals prior to pulverization.
- 8) Excludes: Barricades, traffic control, flagging, loading/hauling of material, cleanup, handwork, dust control, layout of work, pulling out areas inaccessible to equipment, SWPP, USA notification, marking or location of utilities - see "GENERAL CONDITIONS"
- 9) Price is good through June 30, 2027.

• **GENERAL CONTRACT TERMS & CONDITIONS**

- GC.01 ACCEPTANCE of this bid/proposal/quotation (Bid) from PAVEMENT RECYCLING SYSTEMS, INC. (PRS) requires that the PRICING, SPECIAL CONDITIONS and the GENERAL CONDITIONS of this Bid be included in any subcontract or purchase order agreement (Contract) and the Bid terms and conditions take precedence over any conflicting terms.
 - GC.02 PRS will not surrender any portion of extra work or force account mark-ups except those reserved by the owner for the General Contractor.
 - GC.03 California prompt pay statutes shall be enforced.
 - GC.04 Unless otherwise defined in the SPECIAL CONDITIONS of this bid PRS excludes from the services quoted herein: MAINTENANCE AND PROTECTION OF THE MILLED SURFACE, TRAFFIC CONTROL, SURVEYING, LAYOUT, SAWCUTTING AND TEMPORARY TAPERS.
 - GC.05 Upon completion of each segment of the designated work by PRS the work shall be deemed accepted and approved and the Customer shall assume maintenance and protection of the work.
 - GC.06 All utilities, obstructions, and foreign objects in the work zone must be marked and located by the Customer prior to PRS's work. PRS excludes any damage to unmarked or improperly located obstructions in the zone of work. PRS excludes notification to any underground alert service, marking or location of underground utilities. By accepting the Bid, the Customer accepts sole responsibility for, and all subsequent liabilities coincident with the following requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the California Government Code.
 - GC.07 Any indemnity and defense obligation required from PRS shall be proportional and limited to the extent PRS's acts, omissions, fault or negligence contribute to any alleged or actual claims or damages.
 - GC.08 Insurance included in this Bid: Commercial Liability \$2MM per occurrence / \$4MM aggregate; \$4MM Products and Completed Operations Aggregate; \$2MM Personal and Advertising Injury; \$2MM Commercial Auto; Worker's Compensation coverage per statute.
 - GC.09 Work performed under the terms of "Rental Agreements" are due 100% in-full on a Net 30 Day basis and are not subject to Retention or other withholds, unless otherwise agreed upon in writing.
 - GC.10 "Rental Agreements" are not subject to warranty, guarantees, backcharge, performance, claims, indemnification of Customer shall accept all liability for any claims arising from work being performed as directed. PRS shall not be obligated to indemnify or defend Contractor with respect to the sole or active negligence, or willful misconduct, of Contractor, Owner, its agents, servants, or other indemnified parties. Subcontractor's indemnity and defense obligation shall be proportional to the extent Subcontractor's acts, omission, fault, or negligence contribute to any claims or damages.
- All WRAP projects are NOT included in our insurance program and it is your responsibility to give us PRIOR to doing the work the enrollment and manual for any WRAP program that applies to the project.

Proposal and Contract

Pavement Recycling Systems, Inc.



CA License # 569352
OR License # 185556

DIR # 1000003363
UT License # 6982390-5501
ID License # 015231-AA-2

NV License # 0036228
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10240 San Sevaine Way, Jurupa Valley, CA 91752
Phone: (951) 682-1091 Fax: (951) 682-1094

From: Abraham Perez

Email: APerez@pavementrecycling.com

To: Joe Baeza
City Of Porterville
555 N. Prospect
Porterville, CA 93257
jbaeza@ci.porterville.ca.us

Quote No: 26-06115
Phone:
Fax:
Bid Date: 4/8/2026

Payment Terms

95% Monthly Progress Estimate and Retention Withhold as permitted by Contract and State Law.

Notice "Under the Mechanics Lien Law (California Code of Civil Procedure, Section 1181 et seq.), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid."

Date:

Accepted By:



CINDY TRUMP INC.

P.O. BOX 385, LA HARBA, CA 90631

24-HOUR DISPATCH: 714-501-0679 | dispatch@wegrindasphalt.com

OFFICE: (562) 697-2286 | FAX: (562) 697-2039

2026 EQUIPMENT & SWEEPER RATES

BOBCAT / DEMOLITION RATES (OPERATED)

Description	Rates
Bobcat - Loader/Backhoe	4-hr min w/ 2-hr travel: \$1,680 Hours 4-8: \$210/hr OT: \$260/hr
Bobcat with attachments	4-hr min w/ 2-hr travel: \$1,680 Hours 4-8: \$210/hr OT: \$260/hr
Bobcat - Breaker	4-hr min w/ 2-hr travel: \$1,680 Hours 4-8: \$210/hr OT: \$260/hr
Mini Excavator - 1' - 4' Buckets	4-hr min w/ 2-hr travel: \$1,680 Hours 4-8: \$210/hr OT: \$260/hr
Mini Excavator - With Breaker	4-hr min w/ 2-hr travel: \$1,680 Hours 4-8: \$210/hr OT: \$260/hr
Mini Excavator - Compaction Wheel	4-hr min w/ 2-hr travel: \$1,680 Hours 4-8: \$210/hr OT: \$260/hr

PLANER RENTAL RATES (OPERATED)

Description	Rates
Skid Steer Operated 24 " Mini Grinder & Sweeper w Mob up to 50 miles	8-hr min: \$2,520 4-hr min: \$1,850 Hours 4-8: \$255/hr OT: \$335
Wheel Mill Wirtgen 60 Rl	4-hr min: \$2,480 Hours 4-8: \$375/hr OT: \$405 Mob: \$950
Track Mill Wirtgen 120 CFI	8-hr min: \$3,400 4-hr min: \$1,950 Hours 4-8: \$425/hr Mob: \$950
Track Mill Wirtgen 130 CFI	8-hr min: \$3,400 4-hr min: \$1,950 Hours 4-8: \$425/hr Mob: \$950
(FINE) Mill Wirtgen 130 CFI	8-hr min: \$5,200 Mob: \$950
Track Mill Wirtgen 6' 7" or 7' 3"	8-hr min: \$5,100 4-hr min: \$3,500 Hours 4-8: \$650/hr Mob: \$950
(FINE) Mill Wirtgen 210 i	8-hr min: \$6,500 Mob: \$950
Pulverizer W240 i	8-hr min: \$4,400 Mob: \$950
Water Truck 4000 Gallon W/Union Operator Local 12	8-hr min: \$1,850 Mob: \$950

PLANER NOTES

- Groundman available upon request: - \$1,080/day
- Overtime: \$40/hr per operator after the 8-hour minimum and for Saturday work + hourly rate of machine
- Subsistence: \$235/night for work located more than 80 miles from the yard
- Night Shift: \$40/hr for the first 4 hours and \$80.00/hr thereafter when no union shift letter is provided
- Double Time: \$80/hr per operator after 12 hours, and for Sunday or holiday work

PAVER / ROLLER / OPERATOR RENTAL RATES (OPERATED)

Description	Rates
Paver Operated – Vögele Super 700i (4'-7' wide)	8-hr min: \$3,880 OT: \$525/hr DT: \$565/hr Mob: \$950
Roller Operated – Hamm HD 12VV (47" Tandem Smooth Drum)	8-hr min: \$1,600 OT: \$240/hr DT: \$280/hr Mob: \$950
Operator (1) man each	8-hr min: \$1,080 OT: \$179 DT: \$226

PAVER / ROLLER / OPERATOR NOTES

- Subsistence: \$235/night for work located more than 80 miles from the yard

SWEEPER RATES (OPERATED)

Description	Rates
Regular Overtime Double Time	\$222/hr OT: \$262/hr DT: \$302/hr
Night Shift W/ Union Shift Letter	+\$2/hr
Night Shift W/ Out Union Shift Letter	6hr min: \$224/hr
Subsistence	\$235/night
Saturday Sunday	\$262/hr \$302/hr
Show Ups	4hr min: \$888

SWEEPER NOTES

- Mileage minimums from La Habra: <50 mi 4hr min - \$888 | 51-100 mi 6hr min - \$1,332 | >100 mi 8hr min - \$1,776
- Military bases: +\$5/hr (China Lake, Vandenberg AFB, Point Arguello, Seely, Fort Irwin, Nebo Annex, MCLB Yermo, Edwards AFB, 29 Palms, etc.)
- Ongoing or night shifts: 6hr min - \$1,332
- Trench jobs: Notify dispatch; provide depth & width. Additional broom-wear charges apply for ongoing trench work.
- Escalation: +3% in 2027 & +3% in 2028

NO BACK CHARGES ACCEPTED FOR BREAKDOWNS

Important Information please read Underground Service Alert

It is the sole responsibility of the lessee or renter to follow the requirements of the regional notification center law pursuant to Article 2 (Commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this contract or calling dispatch to schedule any machines, the lessee accepts all liabilities and responsibilities contained in the regional notification center law.

All work is to be performed under direct supervision and control of customer. Customer accepts all liability for any claims arising from work performed as directed.

RENTAL TERMS

Each machine is provided with one operator. Proper job layout and advance planning are essential for efficient operations. Customers are encouraged to coordinate job details with the operator and project personnel prior to commencement of work. Please contact our office with any questions regarding safety, access, clearances, or production requirements.

One set of teeth is included per shift. Additional teeth, if required, will be billed at the prevailing market rate.

Overtime applies to work exceeding 8 hours in a day and all Saturday work. Double time applies to work exceeding 12 hours in a day and all Sunday work.

All equipment requires access to an on-site metered water source or a water truck. Equipment arrives job-ready and includes standard spare parts for minor incidental issues.

Our fleet consists of top-of-the-line, late-model equipment, with most machines no more than five (5) years old, maintained to the highest standards. Milling operations are inherently demanding on equipment, and mechanical breakdowns may occur. No back charges will be accepted for equipment downtime due to mechanical failure. Equipment is not designed to pulverize or mix materials containing rocks or cobbles exceeding three (3) inches in diameter. All underground utilities, structures, and surface features must be clearly identified prior to the start of work. PCC grinding or pulverizing with a mill is not permitted.

All equipment is provided with one operator. Mobilization rates listed above apply within a 50-mile radius of La Habra.

Subsistence will be charged for work exceeding 80 miles at \$235 per night. An 8-hour minimum applies to all equipment.

Rental Rates Valid Thru 12/2026

CERTIFICATIONS & LICENSES

Contractor's License #754500 | DBE Certified: Metro CUCP #40089 | DGS Certified: SB/SBPW #1752546 | WBE Certified: 5AS00008
Operating Engineers Local 12 | CARB Compliant | DIR #1000008423

We appreciate the opportunity to work with you!



SUBJECT: Authorization of Annual Emulsion Services for Fiscal Year 2026/2027

SOURCE: Public Works

COMMENT: Staff is requesting authorization from the City Council for annual emulsion services for Fiscal Year 2026/2027 to support the City's roadway overlay and pavement preservation operations.

Emulsion serves as a critical bonding agent between existing pavement surfaces and new asphalt overlays, helping improve pavement adhesion, roadway durability, and the overall longevity of overlay projects. Establishing annual emulsion services in advance of the overlay season will secure pricing, improve operational efficiency, and support the timely completion of roadway maintenance projects throughout the city.

The Fiscal Year 2026/2027 Capital Improvement Program includes approximately \$3,000,000 budgeted for the Cold-Mix and AC Pavement Overlay Program, which includes associated asphalt, grinding, striping, hauling, and emulsion services necessary to complete roadway improvements.

To support the upcoming overlay season, staff solicited pricing proposals from two local emulsion distributors for Fiscal Year 2026/2027. The pricing proposals received are summarized as follows:

Emulsion Distributor	Quoted Price Per Gallon
Standard Emulsion Inc.	\$3.50 Per Gallon
Cain Trucking Inc.	\$3.93 Per Gallon

After reviewing the submitted proposals, staff recommends utilizing Standard Emulsion Inc., which provided the best overall value based on pricing, responsiveness, and operational availability. In the event of scheduling conflicts, material availability issues, or other operational needs, staff also requests authorization to utilize Cain Trucking Inc. as a secondary emulsion distributor to ensure continuity of service.

Staff estimates annual emulsion expenditures for Fiscal Year 2026/2027 will not exceed approximately \$75,000, depending on overlay schedules, asphalt

production, and operational needs.

Funding for the Annual Emulsion Program will be provided through the Surface Transportation Program Funds, Measure R Local Funds, and Measure I in support of the City's Self-Performed Street Maintenance Program and Capital Improvement Projects.

RECOMMENDATION: That the City Council:

1. Authorize the utilization of Standard Emulsion Inc. for annual emulsion services for Fiscal Year 2026/2027;
2. Authorize staff to utilize Cain Trucking Inc. as a secondary emulsion distributor if scheduling conflicts, material availability issues, or operational needs arise; and
3. Authorize expenditures from the Surface Transportation Program Funds, Measure R Local Funds, and Measure I in an amount not to exceed \$75,000.

ATTACHMENTS:

1. Cane Trucking Quote 2026-2027
2. Standard Emulsion 2026-2027 Quote

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Public Works Director

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



23004 Road 140
Tulare Ca 93274
559-686-5707

Quote

DBE Firm No. 51840
SB-PW# 20975311
DIR # 1000022779

Customer: City of Porterville
ATTN : Joe Baeza
Bid Date: 5/6/2026

Bid # City Of Porterville
Federal Project # N/A
Oil is indexed Firm - No Index

Destination: Storage at Cain Yard
Material: SS1H Concentrate
Total tons: 65 15,000 gallons
Price per ton: \$650.00 Plus sales tax

Freight per trip: \$1,800.00 per trip to pickup material 6000 gallon per load

If you want to move forward with this bid we would bring a full load in and store it at our yard and you can nurse off of it as you need it. We will bill the city for the whole load at time of pickup.

-Fuel surcharge will apply if fuel hits \$6.50 a gallon based on the EIA Dept of Energy (California)

<http://www.eia.gov/petroleum/gasdiesel/>

Payment terms net 30 days

Accepted by: _____ Date: _____

Cain Trucking, Inc
Sales Rep: _____ Date: _____



Standard Emulsions Inc

PO BOX 8115
 Santa Maria
 CA 93456

Estimate

Date	Estimate No.
5/4/2026	161

Phone #	Fax #	E-mail	Web Site
805-332-3650	805-435-3748	flavio@standardemulsions.com	www.standardemulsions.com

Customer

CITY OF PORTERVILLE
 291 N. Main Street
 Poterville, CA 93257

Project

Description	Qty	U/M	Rate	Total
Tack oil in gallons	1	gal	3.25	3.25T
The price is valid from 07/01/2026 to 06/30/2027				
The price is FOB Visalia				
Sales Tax			7.75%	0.25

ALL ORDERS REQUIRE 24 HOUR NOTICE	Total	\$3.50
--	--------------	---------------

The terms, provisions and activities undertaken pursuant to this Agreement shall be subject to all applicable laws, orders, rules and regulations of all governmental authorities having jurisdiction, including without limitation the ordinances, rules and regulations of Tulare County, California. Seller shall provide the applicable SDS prior to delivery of a material. The SDS shall describe in detail all risks and hazards in handling and using the material and any special requirements, laws, orders, rules or regulations applicable to the handling or storage of the materials. Seller shall not be liable for any matters not described, or inadequately described, in the SDS. Except for payment due hereunder, either party hereto shall be relieved from liability for failure to perform hereunder for the duration and to the extent such failure is occasioned by war, riots, insurrections, fire, explosions, sabotage, strikes, and other labor or industrial disturbances, acts of God or the elements, governmental laws, rules, regulations, orders or requests, disruption or breakdown of shipping or transportation facilities, delays of carrier in receiving and delivering material tendered, or by any other cause, whether similar or not, reasonably beyond the control of such party. Failure to perform due to events of Force Majeure shall not extend the term of this Agreement, except to the extent necessary to complete the transactions contemplated hereby. This Agreement and any disputes arising under it shall be governed by the laws of the State of California. The parties hereby consent to the exclusive jurisdiction of the courts located in the Central District of the Superior Court Santa Barbara, Santa Maria Branch for any disputes arising out of this Agreement. Customer shall be responsible for and shall remit to appropriate taxing jurisdictions all existing or new taxes (including all applicable interest and penalties) imposed with respect to materials delivered to the Facility.

This proposal is valid for five (5) days from the date shown above. Please return one fully executed original of this Agreement either by FAX (805) 435-3748 or email to Flavio (flavio@standardemulsions.com). Upon receipt of signed agreement (preferred) and/or at time of shipment of first load, this proposal will become the binding agreement between the parties.

Purchaser: _____
By: _____
Title: _____
Date: _____

Seller: Standard Emulsions Co. _____
By: _____
Title: _____
Date: 5/4/26 _____



SUBJECT: Approval of the Fiscal Year 2026/2027 Self-Performed Street Maintenance Program

SOURCE: Public Works

COMMENT: Staff is requesting approval of the Fiscal Year 2026/2027 Self-Performed Street Maintenance Program and authorization for expenditures in the amount of \$3,000,000 for roadway maintenance and pavement preservation activities throughout the city.

The City's self-performed street maintenance approach allows the City to complete a greater volume of roadway improvements at a lower overall cost by utilizing City crews in coordination with contracted support services. The program is intended to improve overall roadway conditions, enhance traffic safety, extend pavement life cycles, and reduce the long-term cost of future roadway reconstruction. The Fiscal Year 2026/2027 Self-Performed Street Maintenance Program includes approximately 30 lane miles of planned roadway maintenance activities, representing the second consecutive year the City has delivered 30 lane miles of self-performed street maintenance improvements.

Based on the City's Pavement Condition Index (PCI) analysis and staff field evaluations, street sections have been selected for this year's roadway maintenance program. Streets were prioritized based on pavement condition, traffic usage, preventative maintenance opportunities, and the ability to maximize roadway life expectancy through timely rehabilitation.

The proposed roadway treatments will consist of grind-and-pave rehabilitation methods utilizing asphalt paving and cold-mix overlay methods designed to rehabilitate and extend the useful life of existing roadways. The program will utilize a combination of City forces and previously authorized contracted support services, including asphalt hauling, grinding, striping, and emulsion services necessary to complete roadway improvements efficiently and cost-effectively.

The identified street sections proposed for the Fiscal Year 2026/2027 Self-Performed Street Maintenance Program are as follows:

Road Name:	From:	To:
Olive Ave	Elderwood St.	Westwood St.
Putnam Ave	Indiana St.	Jaye St.
Thurman Ave	Elderwood St.	Westwood St.
Cottage St.	Putnam Ave	Morton Avenue
G St.	Putnam Ave	Morton Avenue
Main St.	Westfield Ave	Reid Ave
North Grand Ave	Main St.	Hwy 65
Scenic Dr.	Main St.	Noth City Limits
Sunnyside St.	Morton Ave	Danner Ave
Castle Ave	Newcomb St.	Salisbury St.
Indiana St.	Springville Ave	Parkway Dr.
Indiana St.	Springville Ave	Vandalia Ave
Parkway Dr.	Indiana St.	East End
Howland St.	Olive Ave	Vine Ave
Vine Ave	Howland Ave	Villa St
Gibbons Ave	Fourth St.	East City Limits

Gibbons Ave	Indiana St.	Mesa Oak St.
Plano St.	Worth Ave	South City Limits
Yates Ave	Main St.	Fourth St.
Castle Ave	Salisbury St.	Mathew St.
Westfield Ave	Newcomb St.	Lombardi St.
White Chapel Ave	Westwood St.	West End
Ryan Terrace	Kevin Ln.	North End
Kanai Dr.	North End	South End
Crinklewood Cir.	Kensington St.	East End
Camelot Way	Kings Cross Way	South End
Morton Ave	Plano St.	Henrahan St.
Morton Ave	Main St.	Sunnyside St.
D St.	Morton Ave	Putnam Ave
Olive Ave	Main St.	E St.
E St.	Putnam Ave	Willow Ave
Fourth St.	Morton Ave	Henderson Ave
Blue Heron Pkwy.	Hwy 190	Worth Ave

Funding for the Fiscal Year 2026/2027 Self-Performed Street Maintenance Program is a combination of Surface Transportation Program Funds, Measure I, and Measure R Local Funds.

RECOMMENDATION: That the City Council:

1. Approve the Fiscal Year 2026/2027 Self-Performed Street Maintenance Program;
2. Authorize expenditures in an amount not to exceed \$3,000,000 for the implementation of the Fiscal Year 2026/2027 Self-Performed Street Maintenance Program; and
3. Authorize the City Manager, or his or her designee, to execute and administer associated operational agreements and expenditures necessary to complete the program.

ATTACHMENTS: 1. Fiscal Year 2026/2027 Self-Performed Street Maintenance Program Street List and Cost Estimate

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Public Works Director

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

\$3,000,000 Budget Overlay Season 2026/2027 3/8" @ \$74.29 Per Ton

STREET NAME	FROM	TO	DIMENSIONS		SQ FT	CU FT	TONS	COST	District	SQ FT PER DIST.	PCI	GIS. ID#
Olive Ave	Elderwood St.	Westwood St.	67	1,318	88,306	11,038.25	794.75	\$59,042.27	1		56	1597/1596
Putnam Ave	Indiana St.	Jaye St.	36	2,699	97,164	12,145.50	874.48	\$64,964.82	1		43	1786/1783/1779/3736/1776
Thurman Ave	Elderwood St.	Westwood St.	36	1,319	47,484	5,935.50	427.36	\$31,748.28	1		40	1546/1547/1548/1549
Cottage St.	Putnam Ave	Morton Ave	37	1,310	48,470	6,058.75	436.23	\$32,407.53	1		53	3452/2529/2528
G St.	Putnam Ave	Morton Ave	45	1,321	59,445	7,430.63	535.01	\$39,745.52	1	340,869	54	1814/1860/1891/1939
Main St.	Westfield Ave	Reid Ave	32	3,861	123,552	15,444.00	1,111.97	\$82,608.10	2		64	1058/1057/1056/1055
North Grand Ave	Main St.	HWY 65	37	1,430	52,910	6,613.75	476.19	\$35,376.16	2		56	3305
Scenic Dr.	Main St.	North City Limit	23	2,175	50,025	6,253.13	450.23	\$33,447.22	2		41	3571/1032
Sunnyside St.	Morton Ave	Danner Ave	36	2,087	75,132	9,391.50	676.19	\$50,234.01	2		37	3268/2671/1192/2032/2086/2137
Castle Ave	Newcomb St.	Salisbury St.	39	1,132	44,148	5,518.50	397.33	\$29,517.79	2	345,767	52	2486/2488
Indiana St.	Springville Ave	Parkway Dr.	40	1,348	53,920	6,740.00	485.28	\$36,051.45	3		29	3900/1313/1301/1293/3928
Indiana St.	Springville Ave	Vandalia Ave	36	983	35,388	4,423.50	318.49	\$23,660.77	3		31	3951/1283
Parkway Dr.	Indiana St.	East End	32	1,904	60,928	7,616.00	548.35	\$40,737.07	3		35	3437/1300/3909/3899
Howland St.	Olive Ave	Vine Ave	35	661	23,135	2,891.88	208.22	\$15,468.29	3		31	1615
Vine Ave	Howland St.	Villa St.	28	328	9,184	1,148.00	82.66	\$6,140.51	3		31	1558
Gibbons Ave	Fourth St.	East City Limit	27	1,000	27,000	3,375.00	243.00	\$18,052.47	3		79	1104
Gibbons Ave	Indiana St.	Mesa Oak St.	41	1,557	63,837	7,979.63	574.53	\$42,682.06	3		65	1103/1102
Plano St.	Worth Ave	South City Limit	40	650	26,000	3,250.00	234.00	\$17,383.86	3		73	3001
Yates Ave	Main St.	Fourth St.	35	984	34,440	4,305.00	309.96	\$23,026.93	3	333,832	70	3292/1115/1118
Castle Ave	Salisbury St.	Mathew St.	38	1,362	51,756	6,469.50	465.80	\$34,604.58	4		41	2490
Westfield Ave	Newcomb St.	Lombardi St.	37	4,021	148,777	18,597.13	1,338.99	\$99,473.79	4		39	3376/2575/3524/2362/3527/2358
White Chapel Ave	Westwood St.	West End	46	1,388	63,848	7,981.00	574.63	\$42,689.41	4		44	3638/3635/3630
Ryan Terrace	Kevin Ln.	North End	39	379	14,781	1,847.63	133.03	\$9,882.72	4		41	3666
Kanai Dr.	North End	South End	37	1,513	55,981	6,997.63	503.83	\$37,429.46	4		43	3676/3670/2023/3654/3666
Cricklewood Cir.	Kensington St.	East End	43	475	20,425	2,553.13	183.83	\$13,656.36	4		31	3605
Camelot Way	Kings Cross Way	South End	37	438	16,206	2,025.75	145.85	\$10,835.49	4	371,774	31	3613
Morton Ave	Plano St.	Henrahan St.	60	1,105	66,300	8,287.50	596.70	\$44,328.84	5		34	3838/1903/1905
Morton Ave	Main St.	SunnySide St.	61	602	36,722	4,590.25	330.50	\$24,552.70	5		26	1914/1916/1918/3700
D St.	Morton Ave	Putnam Ave	47	1,242	58,374	7,296.75	525.37	\$39,029.44	5		33	3701/1883/1854/1807
Olive Ave	Main St.	E St.	56	1,122	62,832	7,854.00	565.49	\$42,010.10	5		34	1575/1576/1577
E St.	Putnam Ave	Willow Ave	51	1,157	59,007	7,375.88	531.06	\$39,452.67	5		46	1788/1716
Fourth St	Morton Ave	Henderson Ave	32	2,599	83,168	10,396.00	748.51	\$55,606.96	5		44	2059/2112/1264
Blue Heron Pkwy.	Hwy 190	Worth Ave	30	3,386	101,580	12,697.50	914.22	\$67,917.40	5	467,983	46	1020/1930/1019/1018
TOTAL					1,860,225	232,528.13	16,742.03	\$1,243,765.04		1,860,225		

ESTIMATED COST

STREET	TONS	MATERIAL	LABOR	TRUCKING	GRINDER	EMULSION	TOTAL COST
ORANGE	368.17	\$ 17,698.18		\$ 2,760.00		\$ 900.00	\$ 21,358.18
PUTNAM	159.3	\$ 7,646.40		\$ 1,380.00		\$ 900.00	\$ 9,926.40
PUTNAM	261.45	\$ 12,549.60		\$ 2,070.00		\$ 900.00	\$ 15,519.60
PROSPECT	195.3	\$ 9,374.40		\$ 1,380.00	\$ 3,550.00	\$ 900.00	\$ 15,204.40
WESTFIELD	400.95	\$ 19,245.60		\$ 2,760.00		\$ 900.00	\$ 22,905.60
JAYE ST	378	\$ 18,144.00		\$ 2,760.00		\$ 900.00	\$ 21,804.00
MAIN ST	1,125	\$ 54,000.00		\$ 8,280.00		\$ 900.00	\$ 63,180.00
MULBERRY	94.5	\$ 4,536.00		\$ 1,380.00	\$ 3,550.00	\$ 900.00	\$ 10,366.00
DATE	226.8	\$ 10,886.40		\$ 2,070.00		\$ 900.00	\$ 13,856.40
CHESS TERRACE	299.88	\$ 14,394.24		\$ 2,070.00		\$ 900.00	\$ 17,364.24
STACIE	247.59	\$ 11,884.32		\$ 2,070.00		\$ 900.00	\$ 14,854.32
OHIO	220.5	\$ 10,584.00		\$ 2,070.00	\$ 3,550.00	\$ 900.00	\$ 17,104.00
MARITZA	70.2	\$ 3,369.60		\$ 690.00			\$ 4,059.60
OXFORD	70.2	\$ 3,369.60		\$ 690.00		\$ 900.00	\$ 4,959.60
LUISA	255.96	\$ 12,286.08		\$ 2,070.00		\$ 900.00	\$ 15,256.08
KINGS CROSS	218.93	\$ 10,508.40		\$ 2,070.00	\$ 3,550.00	\$ 900.00	\$ 17,028.40
COTTAGE	234.9	\$ 11,275.20		\$ 2,070.00		\$ 900.00	\$ 14,245.20
RUTH	268.2	\$ 12,873.60		\$ 2,070.00		\$ 900.00	\$ 15,843.60
SIERRA	189	\$ 9,072.00		\$ 1,380.00	\$ 3,550.00	\$ 900.00	\$ 14,902.00
PARK	152.1	\$ 7,300.80		\$ 1,380.00		\$ 900.00	\$ 9,580.80
PARK	254.52	\$ 12,216.96		\$ 2,070.00		\$ 900.00	\$ 15,186.96
GRACE	169.2	\$ 8,121.60		\$ 1,380.00	\$ 3,550.00	\$ 900.00	\$ 13,951.60
						TOTAL	\$ 368,456.98
TOTAL TONS	5860.65				CREW LABOR FOR 6 MONTHS		\$ 217,638.00
					TOTAL MATERIAL AND LABOR		\$ 586,094.98
					TRUCKING TO HAUL IN ALL MATERIAL 8 TRUCKS FOR 6 DAYS		\$ 33,120.00
					GRAND TOTAL WITH EVERYTHING		\$ 619,214.98



SUBJECT: Approval of a Second Municipal Water Service Connection for Property Located at 1803 E. Springville Avenue

SOURCE: Community Development

COMMENT: Staff received a request for approval of a second municipal water service connection for the property located at 1803 E. Springville Avenue to support the future development of an additional residential dwelling unit on the property.

The subject property is located in East Porterville, outside the City limits and within the City's Urban Development Boundary. The property is currently developed with a single-family residential dwelling. The property previously received approval of an Extraterritorial Service Agreement (ESA) as part of the California Department of Water Resources (DWR) Emergency Connection Project for East Porterville, in which the property qualified under the East Porterville Feasibility Study Project Area.

An application for the ESA was processed on October 22, 2016, and approved by the City. The ESA included an Irrevocable Agreement for Annexation (IAA #45-12) and a deed restriction recorded with the Tulare County Recorder's Office on October 6, 2017, as Document No. 2017-0061805.

As a condition of the ESA, the recorded deed restriction states that "no expansion or modification of this use, including conversion of structures or addition of habitable structures, may be permitted without approval of the City Council of the City of Porterville." Because the applicant is requesting an additional municipal water service connection to support a future residential dwelling unit, City Council approval is required pursuant to the recorded deed restriction and associated ESA conditions.

The future residential development associated with the second water service connection shall comply with all applicable Tulare County development standards and permitting requirements.

Approval of the second municipal water service connection does not annex the property into the City limits and does not alter the existing annexation

requirements associated with the property under the Irrevocable Agreement for Annexation.

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines because the project involves a minor expansion of an existing utility service connection.

RECOMMENDATION: That the City Council adopt the draft resolution approving a second municipal water service connection for the property located at 1803 E. Springville Avenue.

ATTACHMENTS:

1. Locator Map - 1803 E Springville Ave
2. Draft Resolution
3. Extraterritorial Service Agreement 45-12
4. Irrevocable Agreement for Annexation No. 2017-0061805

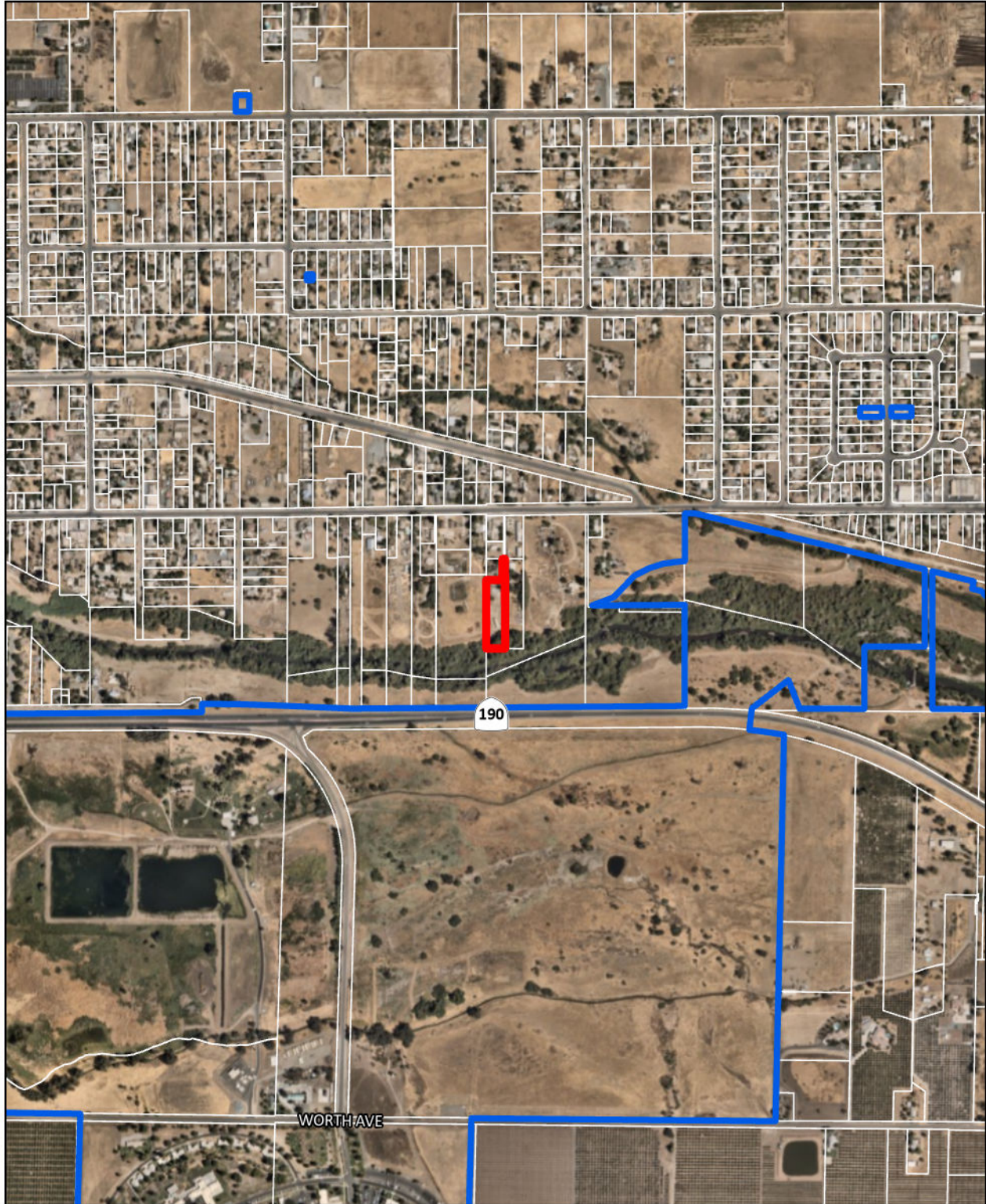
Appropriated/Funded:

Review By:

Department Director:
Luisa Zavala, Economic and Housing Development Manager

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

Locator Map 1803 E Springville Ave



 Project Location

 City Limits

1 in = 1,000 feet



RESOLUTION NO. ____-2026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
FOR APPROVAL OF A SECOND SERVICE FOR MUNICIPAL WATER FOR PROPERTY LOCATED
AT 1803 EAST SPRINGVILLE AVENUE**

WHEREAS: The California State Water Resources Board, in coordination with the Department of Water Resources conducted a feasibility study to define a long-term solution to the water related issues in East Porterville.; and

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of April 19, 2016 amended the procedures for annexation and extension of municipal services in Resolution 19-2066: and

WHEREAS: The property located at 1803 E. Springville Ave. qualified under the East Porterville Feasibility Study Project Area and an Extraterritorial Service Agreement (ESA) was processed on October 22, 2016; and

WHEREAS: The Extraterritorial Service Agreement (ESA) included an Irrevocable Agreement for Annexation, IAA # 45-12, and a Deed Restriction in which the document was recorded at the Tulare County Recorder's on October 6, 2017, as Record Number 2017-0061805; and

WHEREAS: The Deed Restriction outlined, "no expansion or modification of this use, including conversion of structures or addition of habitable structures may be permitted without approval of the City Council of the City of Porterville"; and

WHEREAS: The future development of a residential dwelling unit complies with Tulare County's development standards; and

WHEREAS: This project is exempt from CEQA pursuant to §15301 that CEQA only applies to projects which have the potential for causing a significant effect on the environment: and

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the request for a second water service for the future development of a residential dwelling unit:

1. All water service connections shall comply with all applicable codes, including but not limited to Porterville Municipal Code Section 26-2, which requires the abandonment of wells upon municipal service connection.
2. A back-flow device is required on the water meter.

3. The developer/applicant shall comply with the City standard for "backflow" prevention pursuant to Resolution No. 9615.

PASSED, APPROVED AND ADOPTED this 19th day of May, 2026.

Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

BY _____
Fernando Gabriel-Moraga, Chief Deputy City Clerk



45-12

CITY OF PORTERVILLE

**APPLICATION FOR EXTRATERRITORIAL SERVICE AGREEMENT
FOR EAST PORTERVILLE DWR EMERGENCY CONNECTIONS**

PROJECT ADDRESS AND NEAREST CROSS STREETS:
1803 E SPRINGVILLE AVE

NAME, MAILING ADDRESS AND TELEPHONE NUMBER OF PROPERTY OWNER(S):

MIGILIA ELIZABETH FRANCIS

1803 E SPRINGVILLE AVE, PORTERVILLE CA 93257

NAME, MAILING ADDRESS AND TELEPHONE NUMBER OF APPLICANT /CONTACT PERSON:

This Agreement will be in place until the date a future annexation of the property into the City of Porterville becomes effective.

The applicant for an Extraterritorial Service Agreement shall provide a concise and complete recital of the existing state of the property requesting connection to municipal services. Such information may include

- a. Site plans and/or photographs representing the subject property and its immediate surroundings as it exists at the date of application;
 - b. Legal description of the parcel of land that will be the subject of Extraterritorial Service Agreement;
 - c. Any deed restrictions existing or being imposed upon the parcel(s) of land for development, and a description of any reservation or dedication of land for public purposes. The City of Porterville will assist in the phasing as needed. It is understood the deed restrictions may change based upon a change in circumstances; and
 - d. Any further information that the City may require because of the particular nature or location of the development.
-
-

REQUIREMENTS FOR FILING APPLICATION FOR EXTRATERRITORIAL SERVICE AGREEMENT

- 1. Extraterritorial Service Agreement Application Form**
- 2. Legal Description of Parcel**
- 3. List of any Deed Restrictions**
- 4. Irrevocable Agreement to Annex**
- 5. Plot Plan, Drawings and Photographs**
- 6. Filing fee as identified in Fee Schedule**

The Extraterritorial Service Agreement Application form must be filled out completely. The application must be signed by the owner or authorized agent under penalty of perjury in the space provided on Page 3.

Submit this information and the application to the City of Porterville Community Development Department, Planning Division, 291 N Main Street, Porterville, California. The application must be complete in every respect, with all questions answered completely, before the Zoning Administrator can receive and certify the petition.

This application is not a permit. A public hearing will be held on your application.



Submittal Requirements for Irrevocable Agreement for Annexation to the City of Porterville

The following items are to be submitted at the time of application. However, prior to actual filing, all applicants are encouraged to contact the Planning Division of the Community Development Department at (559) 782-7460 or planning@ci.porterville.ca.us to schedule a pre-filing meeting at which time a planner can provide assistance regarding form and content of review submittals as well as information regarding City codes and policies.

The following items are to be submitted with this application. Please see attached application for details.

1. Completed application form;
2. Filing fees;
3. Legal description of land parcel(s);
4. Copy of recorded Grand Deed(s).

City of Porterville

Application for Irrevocable Agreement for Annexation to the City of Porterville

IAA# 45-12 Submittal Date 10-22-16

Fee \$ 914.22 PRC# N/A

Property Owner MIGILIA ELIZABETH FRANCIS

Phone 909-647-7007

Mailing Address 1803 E SPRINGVILLE AVE, PORTERVILLE CA 93257

Total Acreage of the Project (Gross/Net) 1.29

Assessor's Parcel Number(s) for Property 263210009

Address of Property 1803 E SPRINGVILLE AVE 1803 E Springville ---

Existing County General Plan Designation R-A

Zoning R-A-M

Low Density Residential

RS-2 (Low Density Residential)

Current City General Plan Designation _____

Zoning Residential

Please complete the following:

I/We the undersigned owner(s) of the above described property hereby request that the City Manager of the City of Porterville review, approve, and sign the Irrevocable Agreement for Annexation to the City of Porterville for the property(ies) described herein.

x Elizabeth L. Miglia 10/22/16
Signature 1 Date

1803 E. Springville Ave
Street Address

Porterville, CA 93257
City, State, Zip

Signature 2 Date

Street Address

City, State, Zip

Signature 3 Date

Street Address

City, State, Zip

Signature 4 Date

Street Address

City, State, Zip

Recording Requested by and
Upon Recordation return to:

City of Porterville
ATTN: Community Development Department
291 N Main Street
Porterville, CA 93257

Per Gov. Code §6103 no recording fee.
This is for the benefit of the City of Porterville.

IAA# 45-12

Irrevocable Agreement for annexation to the City of Porterville

This agreement is made this 22nd day of October, 2016, between Elizabeth Francis Migili's hereinafter referred to as "Owner", and the City of Porterville, hereinafter referred to as "City".

Whereas, Owner is the owner of the real property consisting of approximately 1.29 gross acres located at 1803 E SPRINGVILLE AVE, Porterville, California, and is further described as follows: See attached deed restriction being further described as Assessor's Parcel Number 263210009.

Whereas, Owner requires use of the City Water system and the right to connect to the existing Water main which is contiguous to said property, or will be designed and installed by the State of California Department of Water Resources; and

Whereas, Owner is willing to permit the annexation of its property to the City of Porterville; and

Whereas, the City is willing to consent to the connection of said property to the Water main on the conditions that Owner permit said annexation to the City at the earliest possible time and record the attached deed restrictions to effectively limit changes in use or capacity of the site; and

Whereas, the City may proceed with the annexation of Owner's property plus other property, but said annexation will cause delay, which delay would create a substantial hardship for Owner.

Now, therefore, Owner does agree as follows:

1. Owner hereby gives its irrevocable consent to annexation of its property to the City at such time as the annexation may be properly approved through appropriate legal proceedings, and Owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications or consent prepared by the City and submitting any evidence reasonably within the control of Owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of Owner to institute any litigation or judicial proceedings whatsoever to compel annexation to the City.
2. The City hereby agrees to authorize the connection of said property to the City's Water main located in Springville Ave.

3. Concurrent with connection to utilities, the State of California, on Owner's behalf, agrees to pay a fair share of annexation fees and other costs related to infrastructure as would ordinarily be charged on the annexation of property to the City, and as outlined in the fee schedule adopted by the City.
4. In addition to fees described above, the State of California, on Owner's behalf, shall pay all fees and charges and make all deposits required by City to connect to and use the Water. Those fees shall include, but not be limited to, the following:
 - LAFCo fee: (\$121 per phase, paid separately)
 - Extraterritorial Service Agreement fee (\$150 + \$0.0136 per s.f.) = \$ 914.22
 Said fees shall be valid for a period of one year from the date of execution of this Agreement and shall be paid prior to the issuance of a Water connection permit. Fees paid after one year of the date of execution of this Agreement shall be subject to the fee amount in effect at that time. Owner agrees to be bound by all City ordinances, rules, and regulations respecting the Water system.
5. This agreement shall be recorded.
6. Owner executes this agreement on behalf of itself, its successors and assigns, and said Agreement shall be irrevocable without the prior written consent of both parties hereto.

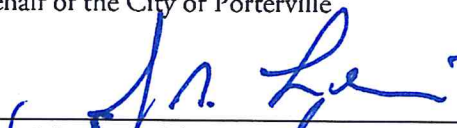
Executed this 22th day of October, 2016

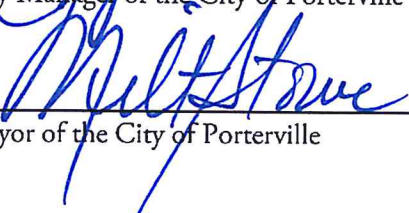
Owner: MIGILIA ELIZABETH FRANCIS
 1803 E SPRINGVILLE AVE
 PORTERVILLE CA 93257

By: 

City: 
 Julie Phillips, Community Development Manager

The City Manager and Mayor of the City of Porterville have been authorized to execute this Agreement of behalf of the City of Porterville


 City Manager of the City of Porterville


 Mayor of the City of Porterville

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Tulare)

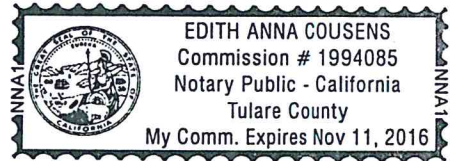
On October 22, 2016 before me, Edith Anna Couzens, Notary Public,
(here insert name and title of the officer)

personally appeared Elizabeth Francis Miglia -

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Edith Anna Couzens

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of East Porterville Connection
1803 E Springville Ave Porterville CA 93257
containing 1 pages, and dated October 22, 2016.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____ Title(s)

 Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # 83 Entry # 1213

Notary contact: 559-782-7438

Other

Additional Signer(s) Signer(s) Thumbprint(s)

X

Deed Restriction for IAA # 45-12

1803 E SPRINGVILLE AVE, Porterville CA 93257

APN 263210009 (as of April 29, 2016), as further identified by the legal description recorded in

Grant Deed: 2015-0049229 on, 8/27/2015.

The property is currently developed with residential structures, including 1 habitable units.

As a condition of the extraterritorial service agreement, no expansion or modification of this use, including conversion of structures or addition of habitable structures, may be permitted without approval of the City Council of the City of Porterville. The keeping of animals may be maintained in accordance with Tulare County Animal Control and Land Use ordinances, until one year following the date of annexation.

Connection to and use of the municipal water system is subject to all water conservation requirements imposed by the City of Porterville, as well as the requirement to abandon wells upon municipal service connection. A parcel smaller than 5 acres with a Porterville Municipal Water Service Connection shall not receive water from a private well, nor develop additional wells in the future.

Any existing deed restriction shall not be affected in any way by the document recorded herewith.



2017-0061805

Recording Requested by and
Upon Recordation return to:

City of Porterville
ATTN: Community Development Department
291 N Main Street
Porterville, CA 93257

Recorded		REC FEE	0.00
Official Records			
County of			
Tulare			
ROLAND P. HILL			
Clerk Recorder			
		LC	
08:29AM 06-Oct-2017		Page 1 of 4	

Per Gov. Code §6103 no recording fee.
This is for the benefit of the City of Porterville.

IAA# 45-12

Irrevocable Agreement for annexation to the City of Porterville

This agreement is made this 22th day of October, 2016, between Elizabeth Francis Mujilia hereinafter referred to as "Owner", and the City of Porterville, hereinafter referred to as "City".

Whereas, Owner is the owner of the real property consisting of approximately 1.29 gross acres located at 1803 E SPRINGVILLE AVE, Porterville, California, and is further described as follows: See attached deed restriction being further described as Assessor's Parcel Number 263210009.

Whereas, Owner requires use of the City Water system and the right to connect to the existing Water main which is contiguous to said property, or will be designed and installed by the State of California Department of Water Resources; and

Whereas, Owner is willing to permit the annexation of its property to the City of Porterville; and

Whereas, the City is willing to consent to the connection of said property to the Water main on the conditions that Owner permit said annexation to the City at the earliest possible time and record the attached deed restrictions to effectively limit changes in use or capacity of the site; and

Whereas, the City may proceed with the annexation of Owner's property plus other property, but said annexation will cause delay, which delay would create a substantial hardship for Owner.

Now, therefore, Owner does agree as follows:


1. Owner hereby gives its irrevocable consent to annexation of its property to the City at such time as the annexation may be properly approved through appropriate legal proceedings, and Owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications or consent prepared by the City and submitting any evidence reasonably within the control of Owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of Owner to institute any litigation or judicial proceedings whatsoever to compel annexation to the City.
2. The City hereby agrees to authorize the connection of said property to the City's Water main located in Springville Ave.

3. Concurrent with connection to utilities, the State of California, on Owner's behalf, agrees to pay a fair share of annexation fees and other costs related to infrastructure as would ordinarily be charged on the annexation of property to the City, and as outlined in the fee schedule adopted by the City.
4. In addition to fees described above, the State of California, on Owner's behalf, shall pay all fees and charges and make all deposits required by City to connect to and use the Water. Those fees shall include, but not be limited to, the following:
 - LAFCo fee: (\$121 per phase, paid separately)
 - Extraterritorial Service Agreement fee (\$150 + \$0.0136 per s.f.) = \$ 914.22Said fees shall be valid for a period of one year from the date of execution of this Agreement and shall be paid prior to the issuance of a Water connection permit. Fees paid after one year of the date of execution of this Agreement shall be subject to the fee amount in effect at that time. Owner agrees to be bound by all City ordinances, rules, and regulations respecting the Water system.
5. This agreement shall be recorded.
6. Owner executes this agreement on behalf of itself, its successors and assigns, and said Agreement shall be irrevocable without the prior written consent of both parties hereto.

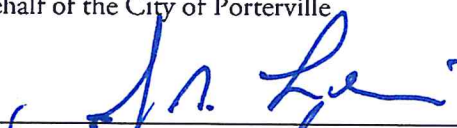
Executed this 22th day of October, 2016

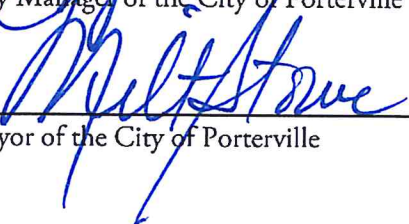
Owner: MIGILIA ELIZABETH FRANCIS
1803 E SPRINGVILLE AVE
PORTERVILLE CA 93257

By: 

City: 
Julie Phillips, Community Development Manager

The City Manager and Mayor of the City of Porterville have been authorized to execute this Agreement of behalf of the City of Porterville


City Manager of the City of Porterville


Mayor of the City of Porterville

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Tulare)

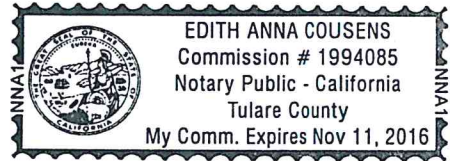
On October 22, 2016 before me, Edith Anna Cousens, Notary Public
(here insert name and title of the officer)

personally appeared Elizabeth Francis Miglia -

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Edith Anna Cousens

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of East Porterville Connection
1803 E Springville Ave Porterville CA 93257
containing 1 pages, and dated October 22, 2016.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # 83 Entry # 1213

Notary contact: 559-782-7438

Other

- Additional Signer(s)
- Signer(s) Thumbprint(s)

X

Deed Restriction for IAA # 45-12

1803 E SPRINGVILLE AVE, Porterville CA 93257

APN 263210009 (as of April 29, 2016), as further identified by the legal description recorded in

Grant Deed: 2015-0049229 on, 8/27/2015.

The property is currently developed with residential structures, including 1 habitable units.

As a condition of the extraterritorial service agreement, no expansion or modification of this use, including conversion of structures or addition of habitable structures, may be permitted without approval of the City Council of the City of Porterville. The keeping of animals may be maintained in accordance with Tulare County Animal Control and Land Use ordinances, until one year following the date of annexation.

Connection to and use of the municipal water system is subject to all water conservation requirements imposed by the City of Porterville, as well as the requirement to abandon wells upon municipal service connection. A parcel smaller than 5 acres with a Porterville Municipal Water Service Connection shall not receive water from a private well, nor develop additional wells in the future.

Any existing deed restriction shall not be affected in any way by the document recorded herewith.



SUBJECT: Approval of Temporary Construction Easements for the Hope Elementary School Water System Consolidation Project

SOURCE: Community Development

COMMENT: The Hope Elementary School Water System Consolidation Project is intended to provide the school with a long-term, reliable municipal water supply connection to the City's water system for domestic water use, irrigation, and fire flow purposes.

The project consists of the installation of new water mains connecting the school to the City's water system along South Indiana Street and West Teapot Dome Avenue. In addition, a new service connection and water meter will be installed at the school site to support domestic water use, irrigation, and fire flow improvements.

The temporary construction easements are necessary to provide construction access and accommodate installation activities associated with the new water system improvements. The proposed easements are temporary in nature and are intended solely to support construction activities associated with the project.

Staff successfully negotiated mutually agreeable temporary construction easement agreements with the affected property owners as follows:

- Yassen Mohamed, et al (APN 302-123-020) – Cost of \$850 for a Temporary Construction Easement consisting of approximately ±.24 acres of real property.
- MAC Ranches, a CA General Partnership (APN 302-122-017) – Cost of \$5,000 for a Temporary Construction Easement consisting of approximately ±0.11 acres of real property.

The terms of the easement acquisitions are outlined in the Temporary Construction Easement Agreements provided herein, along with the associated draft resolutions for City Council consideration.

Funding for the easement acquisitions is available within the Hope Water Consolidation Project Account.

RECOMMENDATION:

That the City Council:

1. Adopt the resolutions approving the acquisition of temporary construction easements necessary for the Hope Elementary School Water System Consolidation Project; and
2. Authorize the Mayor, City Manager, and City Engineer, or their designees, to execute all documents necessary to complete the acquisitions.

ATTACHMENTS:

1. Draft Resolution
2. Temporary Construction Easement _MAC
3. Draft Resolution
4. Temporary Construction Easement. _Mohamed et al

Appropriated/Funded:

Review By:

Department Director:
Luisa Zavala, Economic and Housing Development Manager

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

RESOLUTION NO. ____-2026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE ACQUISITION OF A TEMPORARY CONSTRUCTION EASEMENT FROM MAC
RANCHES, A CA GENERAL PARTNERSHIP FOR HOPE SCHOOL WATER CONSOLIDATION
PROJECT**

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby approved the Temporary Construction Easement Agreement with MAC Ranches, a CA General Partnership (“Grantor”), for real property, in the County of Tulare, State of California, to-wit:

See Exhibit "A" attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that the purchase price of FIVE THOUSAND DOLLARS (\$5,000) is hereby approved with the City to disburse funds to the Grantor, pay the normal and customary fees, authorize the Mayor, City Manager, and City Engineer to sign all necessary documents, and said easement deed to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

Greg Meister, Mayor

ATTEST:
Rich Tree, City Clerk

By _____
Fernando Gabriel Moraga, Chief Deputy City Clerk

RECORDING REQUESTED BY:

**Department of Public Works
City Of Porterville
291 N. Main St.
Porterville, CA 93257
Attn: Community Development**

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

**City of Porterville
TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

City of	Project	Name	Ptn. of APN
Porterville	Hope Water Consolidation Project	MAC Ranches, a CA General Partnership	302-122-017

MAC Ranches, a CA General Partnership, hereinafter referred to as "Grantor," hereby grants to the **City of Porterville, a Municipal Corporation of the State of California**, hereinafter referred to as "City of Porterville," a Temporary Construction Easement for the **Hope Water Consolidation Project** on the above referenced property.

WHEREAS, Grantor hereby grants to City of Porterville a Temporary Construction Easement for the purpose of the Hope Water Consolidation Project (Project). The Project consists of a water system improvement project that would provide Hope Elementary School with a consistent and reliable source of water. New water mains connecting the school to the City's water system would be constructed along S. Indiana St. and W. Teapot Dome Ave. A 4-inch service connection and water meter would be installed, providing the school with the ability to use the new water main for domestic water use, irrigation, and fire flow school site.

The Temporary Construction Easement area, on the property known as **Vacant Land, APN 302-122-017**, is described and shown in Exhibits A & B, which are attached hereto, incorporated herein, and made a part hereof.

Then, in consideration of said conveyance, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. CITY OF PORTERVILLE:
 - a. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the City of Porterville of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed improvements.
 - b. The City of Porterville shall pay the undersigned grantors the sum of **Five Thousand Dollars 0/100 (\$5,000.00)** for this Temporary Construction Easement and improvements.
 - c. Permission is hereby granted to the City of Porterville or its authorized agent to enter upon Grantor's land, where necessary, within that certain area described and shown on the exhibits attached hereto and made a part hereof, for access during construction.
 - d. This Temporary Construction Easement shall terminate upon completion of the project known as the Hope Water Consolidation project.

- e. All costs related to the project shall be borne by the City of Porterville.
- f. City of Porterville shall, upon completion of the Project, restore as near as possible, the surface of the Temporary Construction Easement area to the condition in which it was prior to the commencement of the work related to the proposed public improvement.

2. GRANTOR:

- a. Represents and warrants that the Grantor is the owner of the Property as described and has the exclusive right and power to grant this Easement.
- b. Grants permission for City of Porterville and its authorized agents and contractors to enter onto Grantor's property to perform construction work for any Construction Contract Work items.
- c. If necessary, allows the City of Porterville the right to enter the Property to make any repairs to correct defects in the work for the 1st year period following the completion of the Project.
- d. Grantor shall be allowed limited access on Temporary Construction Easement area to maintain farming operations, including customary spay operations and irrigation.

This Temporary Construction Easement is for 12 months, commencing on the date the amount of funds as specified in Clause 1(b) herein are deposited into the escrow controlling this transaction. Anticipated use is from **July 1, 2026 through July 1, 2027.**

Either party may record this Temporary Construction Agreement in the Tulare County Recorder's Office for City of Porterville.

This Agreement, which is valid only when executed by both City of Porterville and Grantor, constitutes the complete understanding and agreement of the parties hereto and no oral representation shall in any manner vary the terms hereof, or be binding.

The performance of this Agreement constitutes the entire consideration for the conveyance from Grantor and shall relieve City of Porterville of all further obligations or claim on this account, or on the account of the location, grade, or construction of the proposed public improvement and related facilities and/or structures.

City of Porterville or its authorized agents, agree to hold harmless and indemnify Grantor from any liability arising out of the City of Porterville's operations under this Temporary Construction Easement Agreement. Furthermore, City of Porterville agrees to assume responsibility for any damages caused by reason of the City of Porterville's operations under this Agreement and will, at City of Porterville's option, either repair or pay for such damage.

Except as provided herein, this Agreement is intended to release and waive any claims and-or damages the parties may have as to one another relating to the acquisition of the Property, including but not necessarily limited to claims for greater compensation, severance damages, interest, attorneys fees, relation payments, and such release applies to both claims known and presently unknown including a waiver on any and all rights under Civil Code Section 1542 which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The undersigned Grantor(s) warrant(s) that they are the owner(s) in fee simple of the property affected by this Temporary Construction Easement as described above and that they have the exclusive right to grant this Temporary Construction Easement.

The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

Signature(s) on following page...

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

Dated this 16 day of April, 2026.

GRANTOR(S):

MAC Ranches, a CA General Partnership

CITY OF PORTERVILLE:

City of Porterville, a Municipal of the State of California

Date: 4/16/24

Date: _____

By: [Signature]

By: _____

Print: JOHN MATTHESSON

Daniel Cervantez

Title: Gen Partner

Title: City Engineer

Date: 4/16/26

By: [Signature]

Print: Doug Carman

Title: General Partner

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of TULARE)

On April 16, 2026 before me, Jeff Wellcome, A NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

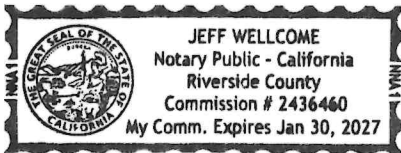
personally appeared John MATTHIESSEN
Name(s) of Signer(s)

Doug CARMAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

ACCEPTANCE BY CITY OF PORTERVILLE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement Agreement dated _____, 20____, from **MAC Ranches, a CA General Partnership** to the City of Porterville, a Municipal Corporation of the State of California, is hereby accepted by the City Counsel of the City of Porterville pursuant to authority conferred by Resolution No. _____ of said Board adopted on _____, and the Grantee consents to the recordation thereof by its duly authorized agent.

Date _____

By _____

City of Porterville

-NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED-

EXHIBIT A

EXHIBIT "A"

TEMPORARY EASEMENT

APN: 302-122-017

That certain real property situated in Section 15, Township 22 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 4 of Campo Verde Colony as shown on the map thereof recorded in Volume 7 of Subdivision Maps at Page 43, Tulare County Records; thence

1. South 00°25'15" West, along the East line of said Lot 4, a distance of 25.00 feet; thence
2. North 89°51'42" West, parallel with the south right of way line of Avenue 128, a distance of 200.00 feet; thence
3. North 00°25'15" East, parallel with the east line of said Lot 4, a distance of 25.00 feet to said south right of way line; thence
4. South 89°51'42" East, along said south right of way line, a distance of 200.00 feet to the Point of Beginning.

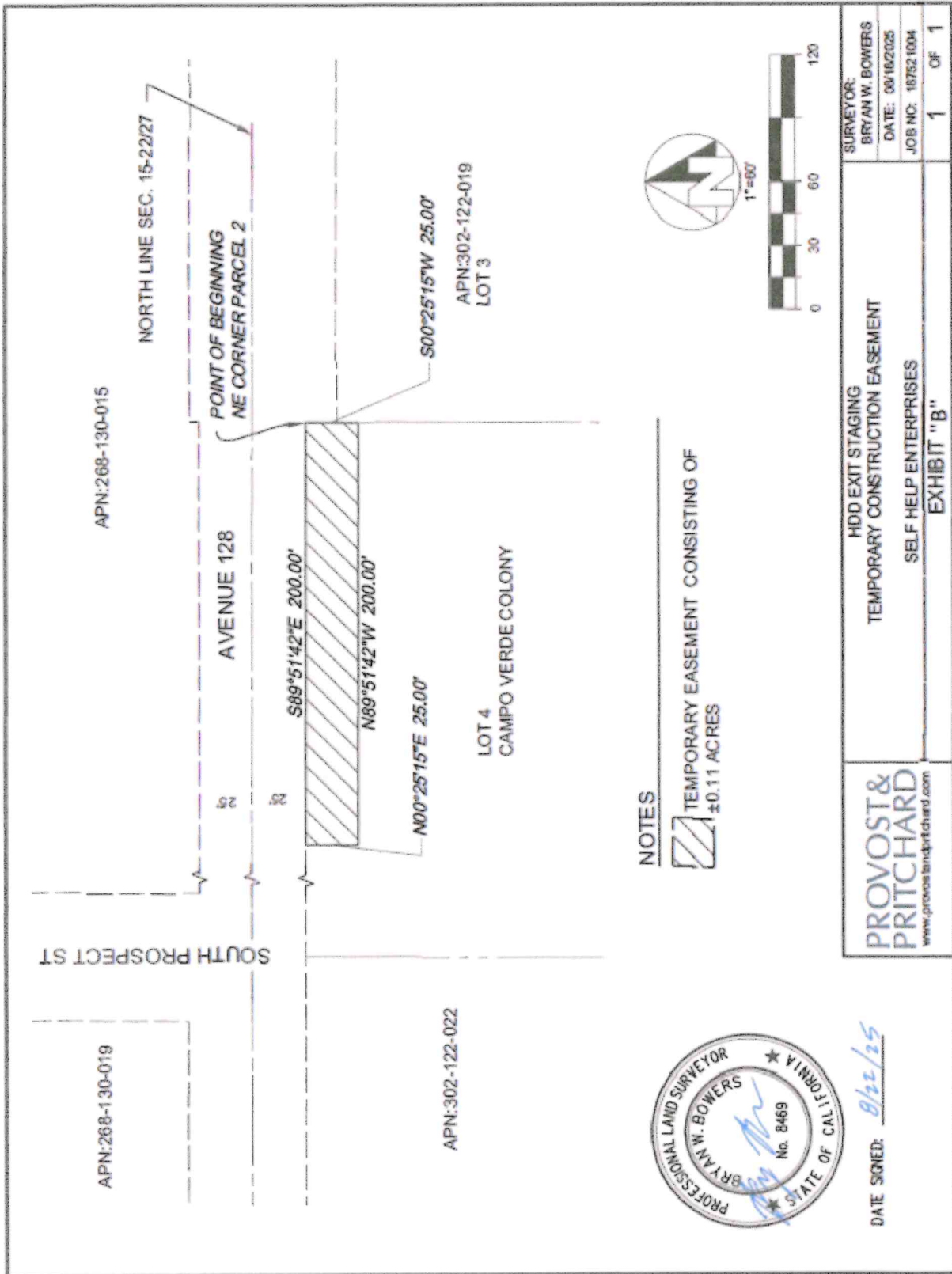
Containing 0.11 acres, more or less.

END OF DESCRIPTION



Date Signed 8/22/25

EXHIBIT B



RESOLUTION NO. ____-2026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE ACQUISITION OF A TEMPORARY CONSTRUCTION EASEMENT FROM YASSEN
MOHAMED, AMHED SAEED, ALI SAEED, AND ABDULRAHMAN SAEED FOR HOPE SCHOOL
WATER CONSOLIDATION PROJECT**

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby approved the Temporary Construction Easement Agreement with Yassen Mohamed, Ahmed Saeed, Ali Saeed, and Abdulrahman (“Grantor”), for real property, in the County of Tulare, State of California, to-wit:

See Exhibit "A" attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that the purchase price of EIGHT HUNDRED AND FIFTY DOLLARS (\$850) is hereby approved with the City to disburse funds to the Grantor, pay the normal and customary fees, authorize the Mayor, City Manager, and City Engineer to sign all necessary documents, and said easement deed to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

Greg Meister, Mayor

ATTEST:
Rich Tree, City Clerk

By _____
Fernando Gabriel Moraga, Chief Deputy City Clerk

RECORDING REQUESTED BY:

**Department of Public Works
City Of Porterville
291 N. Main St.
Porterville, CA 93257
Attn: Community Development**

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

**City of Porterville
TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

City of	Project	Name	Ptn. of APN
Porterville	Hope Water Consolidation Project	Yassen Mohamed, etal	302-123-020

YASSEN MOHAMED, a married man as his sole and separate property, AHMED SAEED, a single man, ALI SAEED, a single man, and ABDULRAHMAN SAEED, a single man, hereinafter referred to as "Grantor," hereby grants to the City of Porterville, a Municipal Corporation of the State of California, hereinafter referred to as "City of Porterville," a Temporary Construction Easement for the Hope Water Consolidation Project on the above referenced property.

WHEREAS, Grantor hereby grants to City of Porterville a Temporary Construction Easement for the purpose of the Hope Water Consolidation Project (Project). The Project consists of a water system improvement project that would provide Hope Elementary School with a consistent and reliable source of water. New water mains connecting the school to the City's water system would be constructed along S. Indiana St. and W. Teapot Dome Ave. A 4-inch service connection and water meter would be installed, providing the school with the ability to use the new water main for domestic water use, irrigation, and fire flow school site.

The Temporary Construction Easement area, on the property known as **Vacant Land, APN 302-123-020**, is described and shown in Exhibits A & B, which are attached hereto, incorporated herein, and made a part hereof.

Then, in consideration of said conveyance, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. CITY OF PORTERVILLE:
 - a. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the City of Porterville of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed improvements.
 - b. The City of Porterville shall pay the undersigned grantors the sum of **Eight Hundred Fifty Dollars 0/100 \$850.00** for this Temporary Construction Easement and improvements.

- c. Permission is hereby granted the City of Porterville or its authorized agent to enter upon Grantor's land, where necessary, within that certain area described and shown on the exhibits attached hereto and made a part hereof, for access during construction.
- d. This Temporary Construction Easement shall terminate upon completion of the project known as the Hope Water Consolidation project.
- e. All costs related to the project shall be borne by the City of Porterville.
- f. City of Porterville shall, upon completion of the Project, restore as near as possible, the surface of the Temporary Construction Easement area to the condition in which it was prior to the commencement of the work related to the proposed public improvement.

2. GRANTOR:

- a. Represents and warrants that the Grantor is the owner of the Property as described and has the exclusive right and power to grant this Easement.
- b. Grants permission for City of Porterville and its authorized agents and contractors to enter onto Grantor's remainder property to perform construction work for any Construction Contract Work items.
- c. If necessary, allows the City of Porterville the right to enter the Property to make any repairs to correct defects in the work for the 1st year period following the completion of the Project.

This Temporary Construction Easement is for 12 months, commencing on the date the amount of funds as specified in Clause 1(b) herein are deposited into the escrow controlling this transaction. Anticipated use is from **July 1, 2026 through July 1, 2027**.

Either party may record this Temporary Construction Agreement in the Tulare County Recorder's Office for City of Porterville.

This Agreement, which is valid only when executed by both City of Porterville and Grantor, constitutes the complete understanding and agreement of the parties hereto and no oral representation shall in any manner vary the terms hereof, or be binding.

The performance of this Agreement constitutes the entire consideration for the conveyance from Grantor and shall relieve City of Porterville of all further obligations or claim on this account, or on the account of the location, grade, or construction of the proposed public improvement and related facilities and/or structures.

City of Porterville or its authorized agents, agree to hold harmless and indemnify Grantor from any liability arising out of the City of Porterville's operations under this Temporary Construction Easement Agreement. Furthermore, City of Porterville agrees to assume responsibility for any damages caused by reason of the City of Porterville's operations under this Agreement and will, at City of Porterville's option, either repair or pay for such damage.

Except as provided herein, this Agreement is intended to release and waive any claims and-or damages the parties may have as to one another relating to the acquisition of the Property, including but not necessarily limited to claims for greater compensation, severance damages, interest, attorneys fees, relation payments, and such release applies to both claims known and presently unknown including a waiver on any and all rights under Civil Code Section 1542 which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The undersigned Grantor(s) warrant(s) that they are the owner(s) in fee simple of the property affected by this Temporary Construction Easement as described above and that they have the exclusive right to grant this Temporary Construction Easement.

The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

Signature(s) on following page...

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

Dated this 16 day of April, 2026.

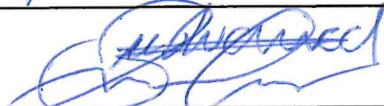
GRANTOR(S):

CITY OF PORTERVILLE:

City of Porterville, a Municipal
of the State of California

Date: 4-16-26


Date: _____

By: 
Ahmed Saed

By: _____
Daniel Cervantez

Date: 4/16/26

Title: City Engineer

By: Yassen Mohamed by 
Yassen Mohamed, by Muneer Muqbel Saeed, Attorney-in Fact

Date: 4-16-26

By: Ali Saeed by Ahmed Saed 
Ali Saeed, by Ahmed Saed, Attorney-in-Fact

Date: 4-16-26

By: Abdulrahman Saed by Ahmed Saed 
Abdulrahman Saed, by Ahmed Saed, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of TULARE)

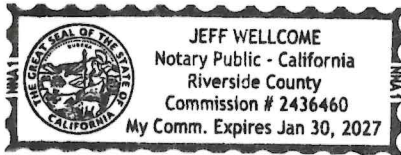
On April 16, 2026 before me, Jeff Wellcome, A NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared Ahmed SAEED
Name(s) of Signer(s)
MUNEER SAEED

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

ACCEPTANCE BY CITY OF PORTERVILLE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement Agreement dated _____, 20____, from **YASSEN MOHAMED, a married man as his sole and separate property, AHMED SAEED, a single man, ALI SAEED, a single man, and ABDULRAHMAN SAEED, a single man** to the City of Porterville, a Municipal Corporation of the State of California, is hereby accepted by the City Counsel of the City of Porterville pursuant to authority conferred by Resolution No. _____ of said Board adopted on _____, and the Grantee consents to the recordation thereof by its duly authorized agent.

Date _____

By _____

City of Porterville

-NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED-

EXHIBIT A

EXHIBIT "A"

TEMPORARY EASEMENT

APN: 302-123-020

That certain real property situated in Section 15, Township 22 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, being more particularly described as follows:

BEGINNING at the Northeast corner of Parcel 2 of Parcel Map No. 3234 as shown on the map thereof recorded in Book 33 of Parcel Maps at Page 36, Tulare County Records; thence

1. South $00^{\circ}26'20''$ West, along the East line of Parcel 2, a distance of 63.00 feet; thence
2. North $89^{\circ}51'42''$ West, parallel with the south right of way line of Avenue 128, a distance of 165.69 feet; thence
3. North $00^{\circ}08'18''$ East, a distance of 63.00 feet to said south right of way line; thence
4. South $89^{\circ}51'42''$ East, along said south right of way line, a distance of 166.02 feet to the Point of Beginning.

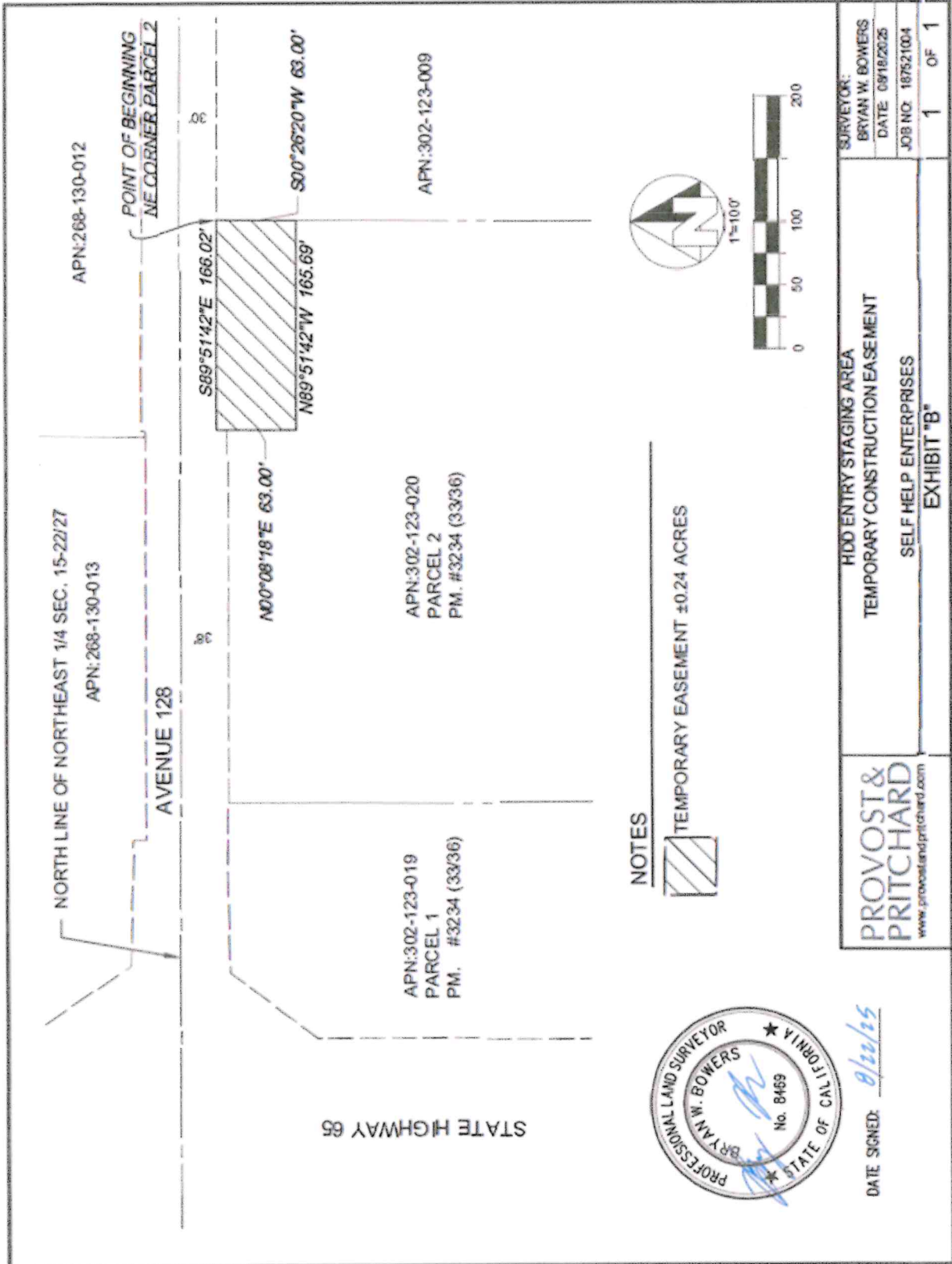
Containing 0.24 acres, more or less.

END OF DESCRIPTION



Date 8/22/25
Signed _____

EXHIBIT B



NOTES



TEMPORARY EASEMENT ±0.24 ACRES



1"=100'



DATE SIGNED: 8/22/25

PROVOST & PRITCHARD <small>www.provostandpritchard.com</small>	HDD ENTRY STAGING AREA TEMPORARY CONSTRUCTION EASEMENT SELF HELP ENTERPRISES EXHIBIT "B"	SURVEYOR: BRYAN W. BOWERS DATE: 08/18/2025 JOB NO: 187521004
	1 OF 1	



SUBJECT: Authorization of Temporary Street Closure for the Flag Day Event at the Veterans Memorial Building

SOURCE: City Manager's Office

COMMENT: The City will be hosting a Flag Day event at the Veterans Memorial Building on June 14, 2026. The event will include a patriotic community gathering featuring a viewing of the UFC Freedom 250 program followed by a fireworks display.

To support the fireworks display, staff is requesting authorization for a temporary closure of Matthew Street between Olive Avenue and Tomah Avenue from 8:30 PM to 9:15 PM to establish a public safety perimeter associated with the fireworks fallout area.

The proposed street closure and fireworks safety area were reviewed and recommended by Fireworks & Stage FX America, the licensed fireworks operator conducting the fireworks display. The attached site plan identifies the main firing site, audience viewing areas, secure safety perimeter, prevailing wind direction, and recommended road closures necessary to safely conduct the event.

The proposed temporary street closure has been reviewed and approved by the appropriate City departments and is intended to ensure public safety during the event while minimizing impacts to surrounding traffic circulation.

RECOMMENDATION: That the City Council authorize the temporary closure of Matthew Street between Olive Avenue and Tomah Avenue on June 14, 2026, from 8:30 PM to 9:15 PM, for the Flag Day event and associated fireworks display at the Veterans Memorial Building.

ATTACHMENTS: 1. Street Closure Map

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

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



City of Porterville - Veteran's Memorial Building

06-14-2026 | 9:00 PM
 1900 W Olive Ave
 Porterville, CA 93257

Site Plan Created: 05-05-2026 9:29 AM | By: JH

SAFETY DISCLAIMER

All site conditions, distances, measurements, and fallout radius calculations shown in this diagram are for planning purposes only and shall be verified by qualified personnel prior to implementation. The ultimate responsibility for safety compliance rests with onsite pyrotechnicians and the authority having jurisdiction (AHJ). All measurements and safety distances must be confirmed on-site by qualified professionals familiar with applicable local, state, and federal regulations, including but not limited to NFPA standards. This diagram does not constitute a safety inspection or guarantee of regulatory compliance.

FA FIREWORKS & STAGE FX AMERICA
 Fireworks & Stage FX America
 P.O. Box 488
 Lakeside, CA 92040
 619-938-8277



CITY COUNCIL AGENDA – MAY 19, 2026

SUBJECT: Consideration of Funding Requests for the Local Initiatives Navigation Center (LINC) Program and Kings View Homeless Reunification Program

SOURCE: City Manager's Office

COMMENT: Councilman Beltran has requested that the City Council consider providing financial assistance to two community-based programs that support individuals experiencing homelessness and related community needs.

The first request is for \$5,000 to the Local Initiatives Navigation Center (LINC) Program to assist with various community projects and support services. Funding for this request would be provided from Council Discretionary Funding previously allocated to the New Porterville Rescue Mission; however, the New Porterville Rescue Mission declined the financial assistance, making those funds available for reallocation.

The second request is for \$5,000 to Kings View to assist with its Homeless Reunification Program, which focuses on reconnecting individuals experiencing homelessness with family members or support systems outside the area as part of broader stabilization efforts. Funding for this request would be provided through the City's Cannabis Community Benefit Program funding.

Should the City Council approve these funding requests, staff will place the item on the June 2, 2026 Scheduled Matters Agenda for formal consideration and approval.

RECOMMENDATION: That the City Council approve the requested funding items to be placed on the June 2, 2026 Scheduled Matters Agenda for formal consideration and approval.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

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



SUBJECT: Proclamation Recognizing Mental Health Awareness Month — May 2026

SOURCE: Administrative Services

COMMENT: On December 19, 2023, the City Council amended the process for approving proclamations. Pursuant to the adopted proclamation policy, requests receiving support from more than two Council Members are placed on a City Council agenda for formal consideration.

Project AWARE has requested a proclamation recognizing the month of May 2026 as “Mental Health Awareness Month” in the City of Porterville. Mayor Meister is sponsoring the request.

The requested proclamation recognizes the importance of mental health awareness, early intervention, treatment access, and community support services. The proclamation also encourages community awareness and efforts to reduce the stigma associated with mental health conditions while promoting access to resources and support services for residents and families.

Because more than two Council Members indicated support for signing the proclamation, this item is presented for City 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 proclamation recognizing May 2026 as “Mental Health Awareness Month” in the City of Porterville.

ATTACHMENTS: 1. Proclamation Request -Mental Health Awareness Month - 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
MAY 07 2026
CITY OF PORTERVILLE
CITY CLERK'S OFFICE

Date of Request: 5/7/26

Name of Event/Individual: Mental Health Awareness Month
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Project AWARE

Name of Contact Person: Nicholas Wainwright

Address: 11535 Ave. 264 Visalia, CA 93277

Phone: [REDACTED] Email: nicholas.wainwright@tcoe.org

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

Date Needed: 5/19/26 Date of Event: 5/19/26

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: 5/7/26

Granted by Council Member: Mayor Nestor Date: _____

Signatures: Nestor, McKinney, Pines, Belmont

Date Requestor Notified of Completion: _____ in writing by phone

Comments: _____

WHEREAS: mental health is essential to the overall health and well-being of all individuals, and addressing the mental health needs of children, youth, adults, seniors, and families in the City of Porterville is fundamental to fostering a healthy, safe, and thriving community; and

WHEREAS: all individuals experience periods of stress, adversity, and emotional challenges throughout their lives, and with the increasing prevalence of mental health conditions nationwide, it is important for all members of the community to be aware of the tools and resources available to support mental wellness and resilience; and

WHEREAS: prevention, early intervention, and access to effective treatment are critical in reducing the impact of mental health conditions, and with appropriate care and support, individuals can recover and lead fulfilling, productive lives; and

WHEREAS: the City of Porterville recognizes the importance of promoting mental health awareness, reducing stigma associated with mental illness, and encouraging open conversations that support those in need; and

WHEREAS: the city is committed to fostering partnerships with community organizations, healthcare providers, and stakeholders to improve access to culturally and linguistically appropriate mental health services for all residents;

NOW, THEREFORE, I, GREG MEISTER, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim the month of May 2026 as,

"MENTAL HEALTH AWARENESS MONTH"

in the City of Porterville, and encourage all residents, businesses, organizations, and agencies to work collaboratively to promote mental wellness, reduce stigma, and support the overall mental health of our community.

PROCLAIMED this 1st day of May, 2026.



SUBJECT: Amendment to Resolution No. 37-2012 Establishing a Uniform Early Payoff Incentive Program for the City’s Development Fee Payment Plan and Clarifying Eligibility Requirements for Multi-Unit Housing Developments for Low and Moderate Income Families

SOURCE: City Manager's Office

COMMENT: In 2009, the City Council adopted Ordinance No. 1754 amending various sections of the Porterville Municipal Code relating to the deferral of certain developer impact fees. The ordinance established the framework allowing eligible development impact fees to be deferred until issuance of certificate of occupancy in order to support economic development activities within the City while preserving the City’s ability to collect fees necessary to fund public infrastructure improvements.

In 2012, the City Council adopted Resolution No. 37-2012 establishing the City’s Development Fee Payment Plan program. The program allows eligible businesses and qualifying multi-unit housing developments to defer payment of certain development-related fees over a period of up to ten (10) years without interest or administrative fees. Eligible fees include building permit, sewer, water, storm drainage, wastewater treatment facility, and transportation impact fees.

The Development Fee Payment Plan program was originally created to reduce the burden of initial development costs, encourage economic development and business expansion, support new and expanding industries, encourage investment within the City limits, and support additional housing development opportunities.

Under the existing program, participants are permitted to defer development fee payments through annual installments secured by recorded agreements against the subject property.

Recently, questions were raised regarding the eligibility requirements applicable to multi-unit housing developments for low and moderate income families participating in the Development Fee Payment Plan. Specifically, Resolution No. 37-2012 does not currently establish a minimum percentage of

affordable housing units required within a project nor establish the minimum duration affordability restrictions must remain in place.

The proposed amendment clarifies that qualifying multi-unit housing developments must maintain a minimum of fifty-one percent (51%) of dwelling units restricted for occupancy by low, very low, or moderate-income households for a minimum period of ten (10) years secured through a recorded affordability covenant, regulatory agreement, or similar instrument approved by the City Attorney.

Additionally, the City Council recently discussed the potential establishment of a uniform early payoff incentive program applicable to Development Fee Payment Plan participants. The discussion focused on creating a financially supportable methodology that would encourage accelerated repayment of deferred fee obligations while protecting the integrity of the City's development impact fee program and ensuring consistent treatment among developers.

The proposed amendment to Resolution No. 37-2012 establishes a uniform methodology allowing eligible Development Fee Payment Plan participants to voluntarily satisfy their remaining deferred fee obligations through a one-time lump-sum early payoff payment.

The proposed program is structured utilizing present-value financial principles based upon the City's average annual pooled investment earnings rate. The intent of the program is to recognize the financial benefit to the City associated with receiving accelerated payment of deferred revenues, including:

- improved cash flow;
- reduced long-term administrative tracking and collection obligations;
- mitigation of long-term collection risk;
- increased certainty of revenue collection; and
- the ability for the City to invest revenues sooner for public purposes and infrastructure improvements.

Importantly, the proposed program does not waive, forgive, or eliminate any adopted development impact fees. Rather, the proposed methodology establishes a standardized present-value equivalent calculation for satisfaction of deferred payment obligations previously authorized under the Development Fee Payment Plan.

The proposed amendment includes several safeguards intended to ensure fairness, transparency, consistency, and fiscal responsibility, including:

- application of a uniform methodology to all eligible participants;
- administrative calculation procedures established by the Finance

Director;

- limitation of the incentive to full payoff of remaining balances only;
- eligibility restrictions for accounts not in good standing;
- prospective application only;
- clarification that the program does not alter or eliminate adopted development impact fees; and
- City Council review and approval for any early payoff calculation resulting in an incentive amount exceeding One Hundred Thousand Dollars (\$100,000).

Staff believes the proposed amendment appropriately balances the City Council's continued support for economic development and affordable housing opportunities with the need to preserve fairness, financial integrity, administrative consistency, and long-term infrastructure funding objectives.

The proposed action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the common sense exemption, because it can be seen with certainty that adoption of the proposed Resolution establishing an administrative financial policy will not have a significant effect on the environment.

RECOMMENDATION:

That the City Council:

1. Adopt the draft Resolution amending Resolution No. 37-2012 establishing a Uniform Early Payoff Incentive Program for the City's Development Fee Payment Plan and clarifying eligibility requirements for multi-unit housing developments for low and moderate income families; and
2. Authorize the Finance Director to establish administrative procedures and calculation methodologies necessary to implement the Early Payoff Incentive Program in accordance with the adopted Resolution.

ATTACHMENTS:

1. Draft Resolution
2. Ordinance No. 1754
3. Resolution No. 37-2012

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

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

RESOLUTION NO. ____-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING RESOLUTION NO. 37-2012 TO ESTABLISH A UNIFORM EARLY PAYOFF INCENTIVE PROGRAM FOR THE CITY'S DEVELOPMENT FEE PAYMENT PLAN AND CLARIFY ELIGIBILITY REQUIREMENTS FOR MULTI UNIT HOUSING DEVELOPMENTS FOR LOW AND MODERATE INCOME FAMILIES

WHEREAS, the City of Porterville previously adopted Resolution No. 37-2012 establishing a Development Fee Payment Plan intended to encourage economic development, business expansion, and housing development within the City limits; and

WHEREAS, Resolution No. 37-2012 authorizes eligible property owners to defer payment of certain development fees for up to ten (10) years without interest or administrative fees; and

WHEREAS, Ordinance No. 1754 and Resolution No. 37-2012 were adopted to support economic development within the City while preserving the City's ability to collect adopted development impact fees necessary to fund public infrastructure improvements; and

WHEREAS, the City Council desires to continue promoting economic development and investment within the City of Porterville while maintaining the integrity, fairness, and long-term financial sustainability of the City's development impact fee program; and

WHEREAS, the City Council recognizes that accelerated repayment of deferred development fees provides a measurable financial benefit to the City through earlier receipt of revenues, improved cash flow, reduction of long-term administrative costs, mitigation of collection risk, and the opportunity for the City to invest such revenues for public purposes consistent with the City's pooled investment practices; and

WHEREAS, the City Council finds that establishment of a uniformly applied early payoff methodology applicable to all eligible Development Fee Payment Plan participants promotes fairness, transparency, consistency, and equal treatment among participating property owners; and

WHEREAS, the City Council finds that the Early Payoff Incentive Program does not waive, forgive, reduce, or eliminate any adopted development impact fee obligation, but instead establishes a uniform methodology for calculating the present-value equivalent satisfaction of deferred payment obligations authorized under the City's Development Fee Payment Plan; and

WHEREAS, the City Council further finds that accelerated repayment of deferred development fee obligations reduces the City's long-term collection risk associated with extended payment plans; and

WHEREAS, the City Council finds that establishment of a uniform early payoff incentive program based upon the City's average annual pooled investment earnings rate provides a fair,

transparent, financially supportable, and administratively consistent methodology applicable equally to all eligible participants in the Development Fee Payment Plan; and

WHEREAS, the City Council further finds that utilization of a standardized present-value methodology ensures that the financial outcome to the City remains substantially equivalent regardless of project size or remaining deferred balance; and

WHEREAS, the City Council further finds that projects resulting in unusually large early payoff incentive amounts may warrant additional public review to ensure consistency with the City's fiscal policies and long-term infrastructure funding objectives; and

WHEREAS, the City Council further finds that clarification of affordable housing eligibility requirements within the Development Fee Payment Plan will ensure consistent administration of the program and preserve the public purpose associated with encouraging development of housing opportunities for low and moderate income households; and

WHEREAS, the City Council further finds that the Early Payoff Incentive Program is designed to ensure the City receives financial value substantially equivalent to the deferred fee obligations while improving the timing and certainty of revenue collection; and

WHEREAS, the City Council further finds that this amendment serves a valid public purpose by encouraging reinvestment, supporting economic growth, improving fiscal stability, facilitating the accelerated collection of revenues necessary to fund public infrastructure improvements, and encouraging the development of housing opportunities for low and moderate income households.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville as follows:

SECTION 1. Resolution No. 37-2012 is hereby amended to clarify affordable housing eligibility requirements for participation in the Development Fee Payment Plan.

SECTION 2. For purposes of eligibility under the Development Fee Payment Plan, a multi-unit housing development for low and moderate income families shall mean a residential development in which a minimum of fifty-one percent (51%) of the dwelling units are restricted for occupancy by low, very low, or moderate-income households, as defined by applicable California Health and Safety Code provisions or state housing regulations.

SECTION 3. The affordability restrictions required pursuant to this Resolution shall be maintained for a minimum period of ten (10) years and secured through a recorded affordability covenant, regulatory agreement, or similar instrument approved by the City Attorney.

SECTION 4. Resolution No. 37-2012 is hereby further amended to add the following provisions related to an Early Payoff Incentive Program for eligible Development Fee Payment Plan participants.

SECTION 5. Eligible participants in the Development Fee Payment Plan may elect to satisfy the remaining balance of their deferred development fee obligation through a one-time lump-sum early payoff payment subject to the requirements and procedures established herein.

SECTION 6. The early payoff amount shall be calculated using a present-value methodology that discounts the remaining scheduled deferred payment obligations based upon the City's average annual pooled investment earnings rate, as determined annually by the Finance Director.

SECTION 7. The Finance Director shall annually establish and publish the applicable discount rate utilized for early payoff calculations based upon the City's average annual pooled investment earnings rate for the preceding fiscal year. Unless otherwise directed by the City Council, the applicable discount rate shall not exceed three and one-half percent (3.5%) annually.

SECTION 8. The early payoff incentive shall be calculated administratively by the Finance Director based upon:

- a. The remaining unpaid balance owed under the Development Fee Payment Plan;
- b. The remaining scheduled term of the payment plan agreement;
- c. The applicable annual discount rate established pursuant to this Resolution; and
- d. Standardized present-value calculation methodologies and administrative procedures established by the Finance Director.

SECTION 9. The Finance Director is hereby authorized to develop administrative procedures, standardized calculation worksheets, forms, and implementation guidelines necessary to administer the Early Payoff Incentive Program in a consistent and uniform manner.

SECTION 10. The early payoff incentive shall only apply to full payoff of the remaining deferred balance. Partial prepayments shall not qualify for any discount or incentive unless otherwise authorized by future resolution of the City Council.

SECTION 11. Only Development Fee Payment Plan accounts in good standing and not delinquent at the time of payoff request shall be eligible to participate in the Early Payoff Incentive Program.

SECTION 12. Any early payoff calculation resulting in an incentive amount exceeding One Hundred Thousand Dollars (\$100,000.00) shall require review and approval by the City Council prior to finalization of the early payoff agreement.

SECTION 13. The Early Payoff Incentive Program shall apply prospectively and shall not authorize reimbursement, refund, retroactive adjustment, or renegotiation for any previously paid development fees or previously satisfied Development Fee Payment Plan agreements.

SECTION 14. Nothing contained herein shall be interpreted to waive, reduce, forgive, or otherwise eliminate any development impact fee adopted pursuant to the Porterville Municipal Code or applicable City Council resolutions. The Early Payoff Incentive Program solely establishes a methodology for calculating the present-value equivalent satisfaction of deferred payment obligations authorized under the Development Fee Payment Plan.

SECTION 15. Except as expressly amended herein, all other provisions of Resolution No. 37-2012 shall remain in full force and effect.

SECTION 16. The City Council hereby finds that this Resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that adoption of this Resolution may have a significant effect on the environment.

PASSED, APPROVED, AND ADOPTED this 19th day of May, 2026.

By: _____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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

ORDINANCE NO. 1754

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING SECTIONS 19A-11, 19A-21, 19A-31, 19-33, 19A-40, 19-42, 19-43, 20-59, 20-60, 25-30, 25-32.3, 25-45, 25-45.1 AND 25-96 TO THE PORTERVILLE MUNICIPAL CODE RELATING TO THE DEFERRAL OF CERTAIN DEVELOPER IMPACT FEES

WHEREAS, on April 7, 2009 the City Council of the City of Porterville adopted an Interim Ordinance for the deferral of developer impact fees; and

WHEREAS, this ordinance will replace and nullify the April 7, 2009 Interim Urgency Ordinance; and

WHEREAS, the City Council further directed certain requirements established by the City Council at that time be incorporated into the City's regulations;

THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES ORDAIN AS FOLLOWS;

1. SECTION 19A-11 IS AMENDED AS FOLLOWS;

19A-11: GENERALLY:

A development or redevelopment of any property, there shall be paid a storm drainage systems acreage charge in accordance with the cost per acre as established by resolution of the city council.

The charge shall be used to reimburse the city for construction of storm drainage systems, to provide the city with funds for construction of storm drainage systems and to reimburse others who have constructed or advanced the cost of construction of storm drainage systems. The charge shall be paid to the city prior to the issuance of a certificate of occupancy for development of any property. However, the charge shall not apply to redevelopment of any property unless the cost of said redevelopment exceeds fifteen thousand dollars (\$15,000.00) within a twelve (12) month period. This valuation is to be adjusted, by resolution, each year to reflect changes in the cost of construction as indicated in the Engineering News Record.

Property for which development or redevelopment is being proposed which has already had the charge paid to the city, will not again be subject to the charge.

The charge shall be computed on the gross area of the property being improved, such area being defined as the parcel of land being developed or redeveloped including half of all adjacent dedicated streets and alleys, and all of interior dedicated streets and alleys.

The charge shall be levied and payable prior to issuance of a certificate of occupancy for a building constructed on any property within the City. (Ord. 1104, 3-15-1977)

2. SECTION 19A-21 IS AMENDED AS FOLLOWS;

19A-21: WHEN NOT FEASIBLE:

If in the opinion of the city council, construction of a storm drainage system is not feasible because the construction fund and/or the charges to be collected are insufficient to guarantee the construction of the storm drainage system, then the city council may pass a resolution in accordance with one of the following:

- A. That the request, development or redevelopment is premature to the basic development or redevelopment of the general area as a whole and that such request, development or redevelopment is denied or held in abeyance.
- B. That in the case of development or redevelopment that the developer or redeveloper pay such charges due as set forth in this chapter and detain on site all storm water runoff from said development or redevelopment by means or methods approved by the city engineer in such a way as to not cause any damage to properties receiving storm water overflows.
- C. That the request, development or redevelopment necessitates a storm drainage system and that the construction thereof is not feasible only because the construction fund and/or the charges to be collected are deemed insufficient as set forth herein, and therefore said property owner, developer or redeveloper may pay such charges due as set forth in this chapter and construct or advance the cost of construction of the storm drainage system and that said costs over and above that which can be borne by the construction fund be reimbursed to the said property owner, developer or redeveloper, providing that the source of such reimbursement funds be the charges collected from other users of said storm drainage system and providing that such agreement terminate within twenty (20) years of the date thereof. (Ord. 1104, 3-15-1977)

3. SECTION 19A-31 SHALL BE AMENDED BY REMOVAL;

4. SECTION 19A-33 IS AMENDED AS FOLLOWS;

19A-33: FINAL PAYMENT:

Upon the expiration of thirty (30) days from the date of the notice of completion and upon full occupancy of the development or phased development, money shall be disbursed from the storm drainage systems construction fund to pay for or to reimburse others for the cost of all the work referred to in said notice of completion; said money disbursed shall be the actual value of the work completed, as determined by the city engineer (Ord. 1104, 3-15-1977)

Developer shall submit all documentation necessary to support final payment within ninety (90) days of full occupancy of the development or phased development. Failure to do so shall void developer's right to request reimbursements.

5. SECTION 19A-40 IS AMENDED AS FOLLOWS;

19A-40: ACREAGE FEE:

- A. Purpose: In order to implement the goals and objectives of the storm drain master plan of the city, and to provide needed storm drainage facilities for new development in the planning area, certain public storm drain facilities must be constructed. The city council has determined that a development impact fee is needed in order to finance these public improvements and to pay for the development's fair share of the construction costs of these improvements. In establishing the fee described below, the city council has found the fee to be consistent with its general plan and, pursuant to Government Code section 65913.2, has considered the effects of the fee with respect to the city's housing needs as established in the housing element of the general plan.
- B. Established: An acreage fee is hereby established, upon issuance of certificate of occupancy for development in the city, or upon creation of any additional runoff to the city's storm drain system to pay for storm drainage improvements. The city council shall, in a council resolution, set forth the specific amount of the fee, describe the benefit and impact area on which the development fee is imposed, list the specific public improvements to be financed, describe the estimated cost of these facilities, describe the reasonable relationships between this fee and the various types of new development and set forth time for payment. As described in the fee resolution, this development fee shall be paid by each developer prior to issuance of certificate of occupancy or upon creation of any additional runoff to the city's storm drain system. On an annual basis, this fee shall be adjusted by the public works director or designee in accordance with the "engineering news record construction cost index" publication.
- C. Limited Use Of Fees: The revenues raised by payment of this fee shall be placed in a separate and special account and such revenues, along with any interest earnings on that account, shall be used solely to:
1. Pay for the city's future construction of storm drainage facilities described in the resolution enacted with this chapter, or to reimburse the city for those described or listed facilities constructed by the city with funds advanced by the city from other sources; or
 2. Reimburse developers who have been required or permitted as set forth below, to install such listed facilities which are oversized with supplemental size, length, or capacity.

D. Developer Construction Of Facilities: Whenever a developer is required, as a condition of approval of a development permit, to construct a public facility described in a resolution adopted pursuant to this section, and when such construction is necessary to ensure efficient and timely construction of the facilities network, a reimbursement agreement with the developer shall be offered. The reimbursement amount shall not exceed the actual cost of the construction of the facility by the developer. In the event the actual construction cost of the facility exceeds the fee required of the development project, the city shall enter into a reimbursement agreement for the cost in excess of the fee required for the project, to be paid from the special account established pursuant to this section. (Ord. 1104, 3-15-1977; Ord. 1440, 8-21-1990; Ord. 1614 ? 3, 9-17-2002)

6. SECTION 19-42 IS AMENDED AS FOLLOWS;

19-42: PURPOSE:

In order to implement the goals and objectives of the parks and recreation element of the city's general plan to acquire and develop park facilities, parks must be constructed or expanded commensurate with growth of the city. The city council has determined that a park impact fee is needed in order to assist in the financing of these public park improvements and to pay for new development's fair share, excluding expansion of existing development within the boundaries of the existing legally defined property, of the acquisition and development costs of these improvements. In establishing the fee described below, the city council has found the fee to be consistent with its general plan and, pursuant to Government Code section 66000. (Ord. 1567 ? 1, 1-19-1999)

7. SECTION 19-43 IS AMENDED AS FOLLOWS;

19-43: PARK IMPACT FEE:

A park impact fee is hereby established on issuance of certificate of occupancy for new development, excluding expansion of existing development, in the city. The city council shall, in a council resolution, set forth the specific amount of the fee, describe the benefit and impact area on which the park impact fee is imposed, list the specific public improvements to be financed, describe the estimated cost of these facilities, describe the reasonable relationships between this fee and the various types of new development and set forth time for payment. As described in the fee resolution, this impact fee shall be paid prior to issuance of certificate of occupancy. On an annual basis, the fee shall be adjusted by the director of the public works department, or designee, in accordance with the "engineering news record construction cost index" publication. (Ord. 1567 ? 1, 1-19-1999)

8. SECTION 20-59 IS AMENDED AS FOLLOWS;

20-59: PURPOSE:

In order to implement the goals and objectives of the circulation element of the city's general plan and to improve and maintain the level of service of the community's infrastructure including streets and highways, transit, bicycle/pedestrian facilities, truck routes, and transportation system management strategies, certain public transportation facilities must be constructed or expanded commensurate with growth of the city. The city council has determined that a transportation impact fee is needed in order to assist in the financing of these public transportation improvements and to pay for new development's fair share, excluding expansion of existing development within the boundaries of the existing legally defined property, of the construction costs of these improvements. In establishing the fee described below, the city council has found the fee to be consistent with its general plan and, pursuant to Government Code section 65913.2, has considered the effects of the fee with respect to the city's housing needs as established in the housing element of the general plan. (Ord. 1558 ? 1, 5-20-1998)

9. SECTION 20-60 IS AMENDED AS FOLLOWS;

20-60: TRANSPORTATION IMPACT FEE:

A transportation impact fee is hereby established on issuance of certificate of occupancy for new development, excluding expansion of existing development, in the city. The city council shall, in a council resolution, set forth the specific amount of the fee, describe the benefit and impact area on which the transportation impact fee is imposed, list the specific public improvements to be financed, describe the estimated cost of these facilities, describe the reasonable relationships between this fee and the various types of new development and set forth time for payment. As described in the fee resolution, this impact fee shall be paid prior to issuance of certificate of occupancy. On an annual basis, this fee shall be adjusted by the public works director or designee in accordance with the "Engineering News Record Construction Cost Index" publication. (Ord. 1558 ? 1, 5-20-1998; Ord. 1614 ? 3, 9-17-2002)

10. SECTION 25-30 IS AMENDED AS FOLLOWS;

25-30: DEVELOPER CONSTRUCTION OF FACILITIES:

Whenever a developer is required, as a condition of approval of a development permit, to construct a public facility described in a resolution adopted pursuant to this section, and when such construction is necessary to ensure efficient and timely construction of the facilities network, a reimbursement agreement with the developer shall be offered. The reimbursement amount shall not exceed the actual cost of the construction of the facility by the developer. In the event the actual construction cost of the facility exceeds the fee required of the development project, the city shall enter into a reimbursement agreement for the cost in excess of the fee required for the project, to be paid from the special account established pursuant to this section. (Ord. 623 ? 3; Ord. 1438, 8-21-1990)

11. SECTION 25-32.3 IS AMENDED AS FOLLOWS;

25-32.3: ACREAGE FEE:

- A. Purpose: In order to implement the goals and objectives of the water system master plan of the city, and to provide needed water facilities for new development in the planning area, certain public water facilities must be constructed. The city council has determined that a development impact fee is needed in order to finance these public improvements and to pay for the development's fair share of the construction costs of these improvements. In establishing the fee described in the following subsections, the city council has found the fee to be consistent with its general plan and, pursuant to Government Code section 65913.2, has considered the effects of the fee with respect to the city's housing needs as established in the housing element of the general plan.
- B. Established: An acreage fee is hereby established upon issuance of certificate of occupancy for development in the city, or upon connection to the city water system to pay for water system improvements. The city council shall, in a council resolution, set forth the specific amount of the fee, describe the benefit and impact area on which the development fee is imposed, list the specific public improvements to be financed, describe the estimated cost of these facilities, describe the reasonable relationships between this fee and the various types of new development and set forth time for payment. As described in the fee resolution, this development fee shall be paid by each developer upon issuance of certificate of occupancy or connection to the water system. On an annual basis, this fee shall be adjusted by the public works director department in accordance with the "Engineering News Record Construction Cost Index" publication.
- C. Limited Use Of Fees: The revenues raised by payment of this fee shall be placed in a separate and special account and such revenues, along with any interest earnings on that account, shall be used solely to:
1. Pay for the city's future construction of water facilities described in the resolution enacted with this section, or to reimburse the city for those described or listed facilities constructed by the city with funds advanced by the city from other sources; or
 2. Reimburse developers who have been required or permitted as set forth below, to install such listed facilities which are oversized with supplemental size, length, or capacity. (Ord. 1231 ? A, 4-7-1981; Ord. 1438, 8-21-1990; Ord. 1614 ? 3, 9-17-2002)

12. SECTION 25-45 IS AMENDED AS FOLLOWS;

25-45: PREPARATION OF PLANS FOR NEW CONSTRUCTION BY CITY WHEN EXTENSION REQUESTED:

When requests for the extension of sewer mains are received as provided in section 25-44 of this article and when the deposit required by section 25-44 of this article has been made, then, if, in the opinion of the city manager, sewer facilities are necessary and the construction thereof feasible, he shall cause plans and specifications for the construction thereof to be prepared. (Ord. Code ? 3621)

13. SECTION 25-45 IS AMENDED AS FOLLOWS;

25-45.1: ACREAGE FEE:

- A. Purpose: In order to implement the goals and objectives of the wastewater facilities master plan of the city, and to provide needed wastewater facilities for new development in the planning area, certain public wastewater facilities must be constructed. The city council has determined that a development impact fee is needed in order to finance these public improvements and to pay for the development's fair share of the construction costs of these improvements. In establishing the fee described below, the city council has found the fee to be consistent with its general plan and, pursuant to Government Code section 65913.2, has considered the effects of the fee with respect to the city's housing needs as established in the housing element of the general plan.
- B. Established: An acreage fee is hereby established upon issuance of certificate of occupancy for development in the city, or upon connection to the city sewer system for development in the city, or upon connection to wastewater facilities. The city council shall, in a council resolution, set forth the specific amount of the fee, describe the benefit and impact area on which the development fee is imposed, list the specific public improvements to be financed, describe the estimated cost of these facilities, describe the reasonable relationships between this fee and the various types of new development and set forth time for payment. As described in the fee resolution, this development fee shall be paid by each developer prior to issuance of certificate of occupancy or connection to the sewer system.

On an annual basis, this fee shall be adjusted by the public works director or designee in accordance with the "Engineering News Record Construction Cost Index" publication.

- C. Limited Use Of Fees: The revenues raised by payment of this fee shall be placed in a separate and special account, and such revenues, along with any interest earnings on that account, shall be used solely to:
1. Pay for the city's future construction of wastewater facilities described in the resolution enacted with this section, or to reimburse the city for those described or listed wastewater facilities constructed by the city with funds advanced by the city from other sources; or

2. Reimburse developers who have been required or permitted as set forth below, to install such listed wastewater facilities which are oversized with supplemental size, length, or capacity.

D. Developer Construction Of Facilities: Whenever a developer is required, as a condition of approval of a development permit, to construct a public facility described in a resolution adopted pursuant to this section, and when such construction is necessary to ensure efficient and timely construction of the facilities network, a reimbursement agreement with the developer shall be offered. The reimbursement amount shall not exceed the actual cost of the construction of the facility by the developer. In the event the actual construction cost of the facility exceeds the fee required of the development project, the city shall enter into a reimbursement agreement for the cost in excess of the fee required for the project, to be paid from the special account established pursuant to this section. (Ord. 1439, 8-21-1990; Ord. 1614 ? 3, 9-17-2002)

14. SECTION 25-96 IS AMENDED AS FOLLOWS;

25-96: FEES AND CHARGES:

The city may adopt fees and charges which may include:

- A. Fees for reimbursement of costs of setting up and operating the city's pretreatment program;
- B. Fees for monitoring inspection and surveillance procedures;
- C. Fees for reviewing accidental discharge procedures and construction;
- D. Fees for permit applications;
- E. Fees for filing appeals;
- F. Fees for consistent removal by the city of pollutants otherwise subject to federal pretreatment standards; and
- G. Other fees as the city may deem necessary to carry out the requirements contained herein.

These fees relate solely to the matters covered by this article and are separate from all other fees chargeable by the city and when new development occurs, collectable upon issuance of a certificate of occupancy. (Ord. 1636 ? A, 7-1-2003)

PASSED, ADOPTED AND APPROVED this 2nd day of June, 2009.

BY:


Cameron Hamilton, Mayor

ATTEST:

John D. Lollis, City Clerk


Patrice Hildreth, Chief Deputy City Clerk

STATE OF CALIFORNIA)
 CITY OF PORTERVILLE) (SS)
 COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1754, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 2nd day of June, 2009, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance to become effective July 2, 2009, at which time said ordinance is deemed to be in full force and effect.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

COUNCIL:	McCRACKEN	P. MARTINEZ	F. MARTINEZ	WARD	HAMILTON
AYES:	X	X	X	X	
NOES:					
ABSTAIN:					
ABSENT:					X

JOHN D. LOLLIS, City Clerk


 By: Luisa Herrera, Deputy City Clerk

RESOLUTION NO. 37 -2012

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE
RESCINDING RESOLUTIONS 107-1998, 87-2001, AND 64-2002 AND
APPROVING A TEN (10) YEAR
DEVELOPMENT FEE PAYMENT PLAN

WHEREAS: The City of Porterville aims to support development within the City limits and encourage entrepreneurs by removing obstacles and establishing a climate that fosters growth and the entrepreneurial spirit; and

WHEREAS: It has been determined that a reduction in the burden of initial development costs to new and expanding industries will assist in the establishment of these businesses; and

WHEREAS: It has been further determined that the reduction in the burden of initial development costs will assist in the establishment of multi-unit housing development for low and moderate income families; and

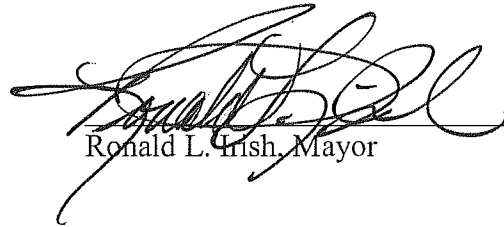
WHEREAS: The Development Fee Payment Plan will generate significant savings to expanding and newly locating businesses and establishment of additional multi-unit housing developments for low and moderate income families.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby rescind Resolutions 107-1998, 87-2001, and 64-2002, and approve a Development Fee Payment Plan in accordance with the following:

- a. All businesses within the City limits of Porterville shall be eligible to participate in the City's Development Fee Payment Plan;
- b. All multi-unit housing developments for low and moderate income families within the City limits of Porterville shall be eligible to participate in the City's Development Fee Payment Plan;
- c. Building permit, sewer, water, storm drainage, wastewater treatment facility, and transportation impact fees, as calculated by the City Engineering and Building staff, shall be eligible for payment under this plan;
- d. Projects requiring major Master Plan infrastructure improvements and Home Occupancy businesses shall not be eligible to participate in the Development Fee Payment Plan;

- e. Prior to the commencement of on-site construction there shall be on file with the City Finance Department an agreement signed by the owner of the property and the Mayor. This agreement shall set forth the payment schedule in accordance with the fees determined by the City's schedule of charges and fees in effect on the date of the signed agreement; and
- f. The Development Fee Payment Plan shall be recorded as a lien against the property being developed; and
- g. The Development Fee Payment Plan shall allow the property owner to pay their development fees over a period up to ten (10) years without interest or administrative fees, with the first installment due at time of permit issuance and annual installments thereafter.

APPROVED AND ADOPTED this 17th day of April, 2012.



Ronald L. Irish, Mayor

ATTEST:
John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

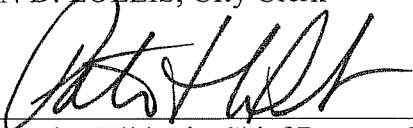
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 17th day of April, 2012.

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

Council:	McCRACKEN	HAMILTON	IRISH	SHELTON	WARD
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk



SUBJECT: Authorization to Purchase Patrol Rifles and Ballistic Helmets

SOURCE: Police

COMMENT: Law enforcement agencies throughout the nation continue to experience incidents involving heavily armed suspects, active shooter situations, and rapidly evolving critical incidents that require immediate response by patrol officers prior to the arrival of specialized units. The Porterville community experienced one of these tragic incidents on April 9, 2026.

In response to evolving public safety needs and national law enforcement best practices, the Police Department is requesting authorization to purchase seventeen (17) patrol rifles and sixty-five (65) ballistic helmets for sworn personnel. The acquisition of patrol rifles and ballistic helmets is consistent with recommendations from nationally recognized law enforcement organizations, including the International Association of Chiefs of Police (IACP) and the Commission on Accreditation for Law Enforcement Agencies (CALEA).

Patrol rifles provide officers with enhanced accuracy, improved range, and increased stopping capability compared to standard-issued handguns. These tools are critical for effectively responding to high-risk incidents such as active shooter events, armed barricaded suspects, and extended-range engagements commonly encountered in rural and regional environments.

Ballistic helmets provide essential head protection against handgun rounds, fragmentation, and blunt force trauma. National incident reviews have consistently identified head injuries as a leading cause of line-of-duty fatalities during critical incidents. The proposed PASGT Level III-A ballistic helmets are designed to provide enhanced protection while improving officer survivability and overall officer safety during emergency response operations.

Equipping patrol officers with these tools ensures that first responders have the necessary equipment to immediately engage and neutralize threats to protect lives within the community.

The Police Department is requesting authorization to purchase seventeen (17) Geissele Super Duty L 11.5 SBR patrol rifles chambered in 5.56 caliber from

ProForce Law Enforcement in an amount not to exceed \$20,986.74. In addition, the Police Department is requesting authorization to purchase sixty-five (65) PASGT Level III-A ballistic helmets from Executive Distributors International in an amount not to exceed \$18,642.24.

ProForce Law Enforcement and Executive Distributors International provide discounted firearms, tactical equipment, and body armor to law enforcement agencies through established cooperative purchasing programs administered by the Purchasing Cooperative of America (PCA). These cooperative purchasing contracts leverage high-volume purchasing and satisfy the City's competitive procurement requirements.

The rifle and helmet quotations provided by ProForce Law Enforcement and Executive Distributors International include applicable sales tax and reflect discounted law enforcement pricing available through the cooperative purchasing program.

Funding for the proposed equipment purchases is available within the Police Department Asset Forfeiture Fund and will have no impact on the City's General Fund budget.

RECOMMENDATION: That the City Council:

1. Approve the purchase of seventeen (17) Geissele Super Duty L 11.5 SBR patrol rifles from ProForce Law Enforcement in an amount not to exceed \$20,986.74; and
2. Approve the purchase of sixty-five (65) PASGT Level III-A ballistic helmets from Executive Distributors International in an amount not to exceed \$18,642.24.

ATTACHMENTS:

1. Rifle Quote
2. Ballistic Helmet Quote

Appropriated/Funded:

Review By:

Department Director:
Bobby Radar, Interim Chief of Police

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

RIFLES

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive. Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

O R D E R	QUOTE#	PAGE
	755133	1
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD
TO

CITY OF PORTERVILLE
 PURCHASING DIVISION
 350 N. D STREET
 PORTERVILLE CA 93257

SHIP
TO

PORTERVILLE POLICE DEPARTMENT
 350 N D ST
 PORTERVILLE CA 93257

559-784-4569

JOB #	ORD. DATE	CUST. #	LOC.	SALESMAN	SHIP VIA	FRT.
NA	04/22/26	001128	A	GREGG MCCLUNG	FX G-FOB ORIGIN	Ppd

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
17	NON-STOCK 08-758B GEI SUPER DUTY L 11.5 SBR 5.56	1,129.99	EA .00	19,209.83
<p>IMPORTANT NOTICES: This quotation is based on the issuance of a department purchase order and F.E.T. form. ATF or the manufacturer may require additional forms. Sample forms may be found at: http://www.ProForceonline.com/forms.html</p> <p>Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary.</p> <p>Standard manufacturer's warranty applies to all department</p> <p>This quote is valid for 15 days, pending credit approval. The shortened validity period is due to recent economic shifts and the potential for new tariffs, which may impact pricing and availability. All items are subject to manufacturer availability and potential price changes. For updated pricing after the expiration date, please contact or sales representative or our support center at (800) 367-5855.</p>				

COMMENT	
TERMS	

4SA VENDOR

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive. Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

O R D E R	QUOTE#	PAGE
	755133	2
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD
TO

CITY OF PORTERVILLE
 PURCHASING DIVISION
 350 N. D STREET
 PORTERVILLE CA 93257

SHIP
TO

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 350 N D ST
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559-784-4569


JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	04/22/26	001128	A	GREGG MCCLUNG	FX G-FOB ORIGIN	Ppd

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	<p>ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.</p> <p>ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to sales@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order.</p> <p>Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items</p> <p>IMPORTANT: To order from this quotation, please sign below.</p> <p>Printed Name: _____</p> <p>Date: _____ P.O.: _____</p> <p>Signature: _____</p>			

COMMENT	SALES AMOUNT	19,209.83
TERMS DUE NET 30 DAYS	9.250% SALES TAX	1,776.91
	SUB TOTAL	20,986.74

April 17, 2026

Quote No: QUS041626-A

Picture	Description	Price per unit	Quantity	Total
	PASGT Ballistic Hemet (III-A)			
	Level: Tested to level III-A (ambient) to resist up to .44mag handguns.	\$349	65	\$22,685
	Color: Black	\$259	65	\$16,835
	Size: S, M, L, XL			

Products Total: \$ 16,835

Shipping: \$250

Total: \$ 17,085

PAYMENT DUE NET 30 DAYS OF DELIVERY

Sales Tax: \$1,557.24

Total: \$18,642.24

CASA UENIDOR

EDI-USA accepts payment via bank wire transfer or check or credit card or purchase order.

If paying by check, please remit to “**Executive Distributors International**” and send to:

Executive Distributors International
400 Morris Ave.
Bryn Mawr, PA, 19010

If paying by credit card, please call 215-235-4301. There is a 3.5% fee if paying by credit card.

If paying by wire transfer, please remit payment to the following bank coordinates:

Name of Bank: Wells Fargo Bank

Name of Bank Account: Executive Distributors International

Address of Company : 400 Morris Avenue, Bryn Mawr, Pennsylvania, 19010, USA.

Bank Account Number: 1103122543

Bank Routing Number: 121000248

Bank SWIFT Code: WFBIUS6S

STATEMENT OF SALE:

By purchase of the products in this invoice or quotation, the products' receiver and/or purchaser indicates knowledge / acceptance of this statement. The receiver will not distribute products in anyway that does not comply with laws of the USA or laws of the country where the products are being received. Receiver indemnifies and holds Executive Distributors International Inc. (EDI), and all its officers, employees, and affiliates harmless for any untoward outcomes or losses related directly or indirectly to the performance of these products whether used by receiver or distributed by receiver to other parties. Products receiver assumes all risks, and sole risk, concerning the possession and use of the products sold hereunder. EXECUTIVE DISTRIBUTORS INTERNATIONAL, INC. (EDI) AND ITS AFFILIATES AND BRANDS HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL EXECUTIVE DISTRIBUTORS INTERNATIONAL, INC. BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR CONNECTED WITH THE DELIVERY, SALE, USE OR PERFORMANCE OF THE PRODUCTS. IN NO EVENT SHALL EXECUTIVE DISTRIBUTORS INTERNATIONAL, INC.'S LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR DAMAGES ARISING OUT OF OR RELATING TO THE SALE, DELIVERY, USE OR PERFORMANCE OF THE PRODUCT EXCEED THE PRICE OF THE PRODUCTS. Receiver agrees to bring any dispute on an individual basis only and not on as a class, collective, or representative basis on behalf of others. Executive Distributors International, Inc. releases all responsibility for products after products are handed over to the shipping company and/or delivered to final address. This includes, theft, shipping disputes, etc. Products in this invoice require an export license and purchaser is responsible for obtaining an export license prior to export. EDI can help apply for an export license if a request is sent to EDI in writing. Receiver shall indemnify and hold Executive Distributors International Inc., and all its officers and employees harmless from and against any and all claims, actions, suits, proceedings, damages, expenses, losses, costs, disbursements, obligations, liabilities and liens (including attorneys', accountants' and experts' fees) relating to or arising from the use of the products, whether by receiver/purchaser or any other user, sold by or to purchaser hereunder. The laws of the State of Pennsylvania govern this statement of sale and transaction contemplated hereby. Receiver is responsible to ensure purchased items comply with their purchasing / use policies, including any testing or performance requirements of the purchased items. The terms of this Disclaimer may not be modified without the prior written consent of Executive Distributors International Inc, duly executed by an authorized representative of Executive Distributors International Inc. Items are imported and non-TAA compliant unless requested by receiver/purchaser and re-confirmed in writing by EDI. Due to the nature of EDI's products, EDI does not accept order cancelations, returns, refunds, exchanges, or credits after an order has been placed for the listed in this quotation or invoice. Acts of force majeure for the fulfillment of this order are not responsibility of EDI. Please view delivery guarantee for delivery / production times.