CITY OF PORTERVILLE - CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JUNE 2, 2026, 5:30 PM

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

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

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

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1- Government Code Section 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: Vanessa Sousa. Agency claimed against: City of Porterville.

3 - Government Code Section 54956.95 – Liability Claim: Claimant: Jose Vargas. Agency claimed against: City of Porterville.

4 - Government Code Section 54956.9(d) (2) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One (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

Pledge of Allegiance Led by Council Member Rivas

Invocation

COUNCIL COMMENTS

PRESENTATIONS

Employee of the Month - Damon Noe

ORAL COMMUNICATIONS

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

COUNCIL COMMENTS

CONSENT CALENDAR

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

1. **Authorization to Purchase and Implement SwiftComply Backflow Management Software**
   Re: Consider the approval of the purchase and implementation of SwiftComply Backflow Management Software for the City's Cross-Connection Control Program in an amount not to exceed $32,447 for a three-year term.
2. **Authorization for Engine Replacement of Water Department Service Truck No. 6577**
   Re: Consideration to authorize an engine replacement for Water Department Vehicle No. 6577 by Porterville Ford in an amount not to exceed $14,246.62.
3. **Authorization to Renew Loan Management Software Agreement and Approve Supplemental Addendum**
   Re: Consider the approval of the annual renewal of the City's loan management software agreement with City Data Services in the amount of $15,410 and approve a $2,500 supplemental addendum for software migration services.
4. **Authorization to Advertise a Request for Proposals for a Downtown Sound System**
   Re: Council to consider authorizing staff to advertise a Request for Proposals for the design, procurement, and installation of a Downtown Sound System within the downtown area, including Centennial Park.
5. **Authorization to Award Annual Ferric Chloride Supply Contract**
   Re: Council to consider awarding the Annual Ferric Chloride Supply Contract to Kemira Water Solutions Inc. for an estimated annual expenditure of approximately $100,000.

6. **Authorization to Award Annual Wastewater Treatment Polymer Supply Contract**
   Re: Council to consider awarding the Annual Wastewater Treatment Polymer Supply Contract to Solenis, LLC for an estimated annual expenditure of approximately $250,000.

7. **Adoption of the Annual State Senate Bill 1205 Fire Inspection Compliance Resolution**
   Re: Consider the adoption of the Annual Senate Bill 1205 Fire Inspection Compliance Resolution.

8. **Authorization to Operate a Fare-Free Freedom Fest Shuttle Service on July 3, 2026**
   Re: Council to consider authorizing operation of a fare-free Freedom Fest shuttle service on July 3, 2026.

9. **Consideration of Funding Requests for the Local Initiatives Navigation Center (LINC) Program and Kings View Homeless Reunification Program**
   Re: Council to consider adopting resolutions appropriating $5,000 from the Special Purposes Reserve Fund for the Local Initiatives Navigation Center (LINC) Program and $5,000 from the Special Purposes Reserve Fund for the Kings View Homeless Reunification Program.

10. **Authorization to Submit FY 2025–2026 Low Carbon Transit Operations Program (LCTOP) Cycle A & B Applications for Transit Fleet Replacement Vehicles**
    Re: Council to consider the approval of the submission of FY 2025–2026 LCTOP Cycle A and Cycle B applications for transit fleet replacement vehicles and adopt the associated Authorized Agent Resolution.

11. **Approval of HOME Loan Payoff for Sequoia Village at River's Edge**
    Re: Consideration to approve the payoff of the HOME Investment Partnerships Program loan for Sequoia Village at River's Edge, located at 424 S. E. Street, and acknowledge the continuing affordability restrictions associated with the property.

12. **Approval of Parenting Network "Summer Festival" Community Civic Event**
    Re: Council to consider the Community Civic Event Application submitted by Parenting Network for the "Summer Festival" event scheduled for Friday, July 17, 2026, at Zalud Park from 3:00 p.m. to 5:00 p.m.

13. **Approval of Parenting Network "Backpacks & Beyond" Community Civic Event**
    Re: Council to consider the Community Civic Event Application submitted by Parenting Network for the "Backpacks & Beyond" event scheduled for August 7, 2026, at Zalud Park from 9:00 a.m. to 11:00 a.m.

14. **Approval of For the Kidz Global Corporation "3rd Annual Watermelon Festival" Community Civic Event**
    Re: Consideration to approve the Community Civic Event Application submitted by For the Kidz Global Corporation for the "3rd Annual Watermelon Festival" event scheduled for Sunday, July 19, 2026, at Veterans Park from 3:00 p.m. to 9:00 p.m.

15. **Proclamation Recognizing "United Under One Flag" – June 14 through July 4, 2026**
    Re: Consider the approval of a proclamation recognizing the period between June 14 and July 4, 2026, as "United Under One Flag" in the City of Porterville.

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

PUBLIC HEARINGS

16. **Adoption of a Mitigated Negative Declaration and Approval of the Tule River Tribe Complete Streets and Two Pedestrian Bridges Project**
    Re: Conduct a public hearing and consider the adoption of the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Tule River Tribe Complete Streets and Two Pedestrian Bridges Project located entirely on the Tule River Indian Reservation.

17. **Amendment to Porterville Development Ordinance Section 301.01 Related to Accessory Structure Setbacks**
    Re: Conduct a public hearing and consider the introduction of an ordinance amending the Porterville Development Ordinance Section 301.01 related to accessory structure setbacks.

SCHEDULED MATTERS

18. **Presentation of the Proposed Fiscal Year 2026-2027 Budget and Scheduling of Public Hearing**
    Re: Council to receive the proposed Fiscal Year 2026-2027 Budget and consider scheduling a public hearing for June 16, 2026.

19. **Calling and Consolidating the November 3, 2026 General Municipal Election**
    Re: Council to consider adopting a resolution calling and consolidating the November 3, 2026, General Municipal Election and requesting election services from the Tulare County Registrar of Voters.

AB 1234 REPORTS

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

1. Tulare County Task Force on Homelessness - May 20, 2026
2. Downtown Porterville Committee - May 29, 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 16, 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.

SUBJECT: Authorization to Purchase and Implement SwiftComply Backflow Management Software

SOURCE: Public Works

COMMENT: The Water Division currently administers the City's Cross-Connection Control Program utilizing the XC2 software platform to manage backflow prevention devices, annual testing requirements, compliance reporting, customer notifications, and regulatory documentation. The City's Cross-Connection Control Program currently manages approximately 2,229 backflow assemblies and processes roughly 180 annual backflow tests per month.

The XC2 software platform is no longer supported and is considered obsolete. Continued reliance on obsolete software systems increases regulatory compliance risk and limits the City's ability to efficiently manage the Cross-Connection Control Program. Retention and migration of historical compliance, testing, and customer records is essential to maintain continuity of operations, support regulatory reporting requirements, preserve audit documentation, and ensure long-term compliance with State drinking water regulations.

Staff evaluated replacement software options and determined that transitioning to the SwiftComply Backflow Management platform is the best course of action for the City. Because SwiftComply acquired the legacy XC2 platform, the proposed implementation significantly reduces data migration challenges, minimizes operational disruption, and avoids the substantial costs and risks typically associated with converting historical compliance databases to a new platform. Existing historical records, tester certifications, and testing schedules can be directly migrated into the new platform while preserving continuity of program operations.

The SwiftComply platform is a cloud-based backflow and cross-connection management system specifically designed for water utilities and regulatory agencies. The software provides improved functionality and automation compared to the City's existing XC2 system, including:

- Automated annual testing notifications and compliance tracking;

- Digital submission of backflow test reports by certified testers;
- Improved recordkeeping and reporting capabilities;
- Real-time compliance monitoring;
- Enhanced customer communication tools;
- Secure cloud-based data storage and backup; and
- Streamlined regulatory reporting and audit support

The SwiftComply platform also provides secure cloud-based storage and backup capabilities, including SOC 2 Type 2 cybersecurity standards designed to improve data security and reliability.

Implementation of the software will improve efficiency within the Water Division, reduce administrative workload, improve compliance tracking, modernize record management practices, and support the City's ongoing efforts to modernize operational systems and improve long-term regulatory and infrastructure management. Staff anticipates the transition to SwiftComply will provide long-term operational benefits while improving oversight of the City's Cross-Connection Control Program.

The total cost for software implementation services, data migration, software subscription fees, applicable taxes, and a 10% contingency for the three-year agreement is not to exceed $32,447. Funding for the proposed software purchase is available within the Water Division Operating Budget.

RECOMMENDATION: That the City Council:
1. Approve the purchase and implementation of the SwiftComply Backflow Management Software platform for the City's Cross-Connection Control Program in an amount not to exceed $32,447 for a three-year term, inclusive of implementation services, software subscription costs, applicable taxes, and a 10% contingency; and
2. Authorize the City Manager or designee to execute all necessary agreements and documents associated with the software implementation and subscription services.

ATTACHMENTS:
1. SwiftComply SO - City of Porterville, CA
2. City of Porterville, CA SwiftComply Backflow

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Public Works Director

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

Service Order

6701 Koll Center Pkwy Suite 250, Pleasanton, CA 94566
619.304.6022 - www.swiftcomply.com

Rep Name	Gillian Gillespie	Service Order #	
Email	gillian.gillespie@swiftcomply.com	Create Date	05/21/2026
Phone Number	905-220-3380	Valid Until	06/30/2026

Customer Information

Customer	City of Porterville, CA	Contact	David Payne	Billing Contact	
Street Address	291 N Main Street	Title	Field Services Manager	Email	
City, St, Zip	Porterville, CA 93257	Email	dpayne@ci.porterville.ca.us	Phone	
Phone	(559) 782-7516	Phone	(559) 782-7516	PO # (If any)	

Services provided by SwiftComply:

One Time Professional Services

SKU	Description	Unit Price	Quantity	Total Price
SC-BF-PS	SwiftComply Backflow Implementation	$6,800	1	$6,800
Total One-Time Service Fees				**$6,800**

Recurring Subscription Fees

SKU	Description	Unit Price	Quantity	Total Price
SC-BF-P-2	SwiftComply Backflow Software Subscription	$7,200	1	$7,200
Total Subscription Fees				**$7,200**
Total Three Year Contract				**$29,498.00**

Billing Details & Terms

Invoicing Schedule

	Billing Date	Amount(s)	Notes
Invoice 1	Contract Effective Date	$14,000	Including Professional Services and Year 1 SaaS
Invoice 2	Renewal Date	$7,560	Year 2 SaaS
Invoice 3	Renewal Date	$7,938	Year 3 SaaS
Invoice 4			
Invoice 5			

Billing Terms & Conditions

Initial Term	3 Year Contract

Yearly Increase	Annual increase of 5% beginning in Year 2
Payment Terms	Invoice 1 Due 100% on Contract Effective Date (Net 30). Subsequent invoices are due annually in advance.

Signatures	Customer		SwiftComply
Signature		Signature	
Name		Name	Gillian Gillespie
Title		Title	Senior Account Executive
Date		Date	May 21st 2026

General Terms & Conditions

1. **Taxes**
   The Service Fees and Billing amounts set forth above in this SwiftComply Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, SwiftComply shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to SwiftComply demonstrating Customer's exemption from such taxes.

2. **Agreement**
   This SwiftComply Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this SwiftComply Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the SwiftComply Master Service Agreement. This Service Order incorporates by reference the terms of such SwiftComply Master Service Agreement, which can be found at: https://www.swiftcomply.com/terms-and-conditions/.



SWIFT COMPLY

SWIFTCOMPLY BACKFLOW CROSS CONNECTION CONTROL PROGRAM

Prepared for

City of Porterville, CA

Presented by

Gillian Gillespie

MAY 2026

WHO WE ARE

SwiftComply develops compliance management software designed to help municipalities protect public health, reduce risk, and manage regulatory programs more efficiently. The platform replaces manual and fragmented processes with digital workflows built specifically for programs such as Backflow Prevention, FOG, Stormwater, and Industrial Preteatment.

As Porterville evaluates solutions to support its backflow and cross-connection control program, SwiftComply provides a system purpose-built for the operational needs of local governments. The platform centralizes program records, simplifies compliance tracking, and improves coordination between city staff, certified testers, contractors, and property owners.

Founded by former utility professionals, SwiftComply was created with a practical understanding of the day-to-day challenges involved in administering compliance programs. The system is designed to reduce administrative workload, improve data accuracy, and streamline program oversight as municipalities transition from manual or outsourced processes to a more structured internal program.

In 2025, SwiftComply was recognized as Water Compliance Software of the Year by Utilities Tech Outlook. The platform continues to evolve through collaboration with local government agencies across North America, with a focus on delivering tools that are both effective and practical for municipal operations.



2016
SwiftComply Founded

45+
States & Provinces In North America

500+
Municipalities Served

50M+
Protected Citizens

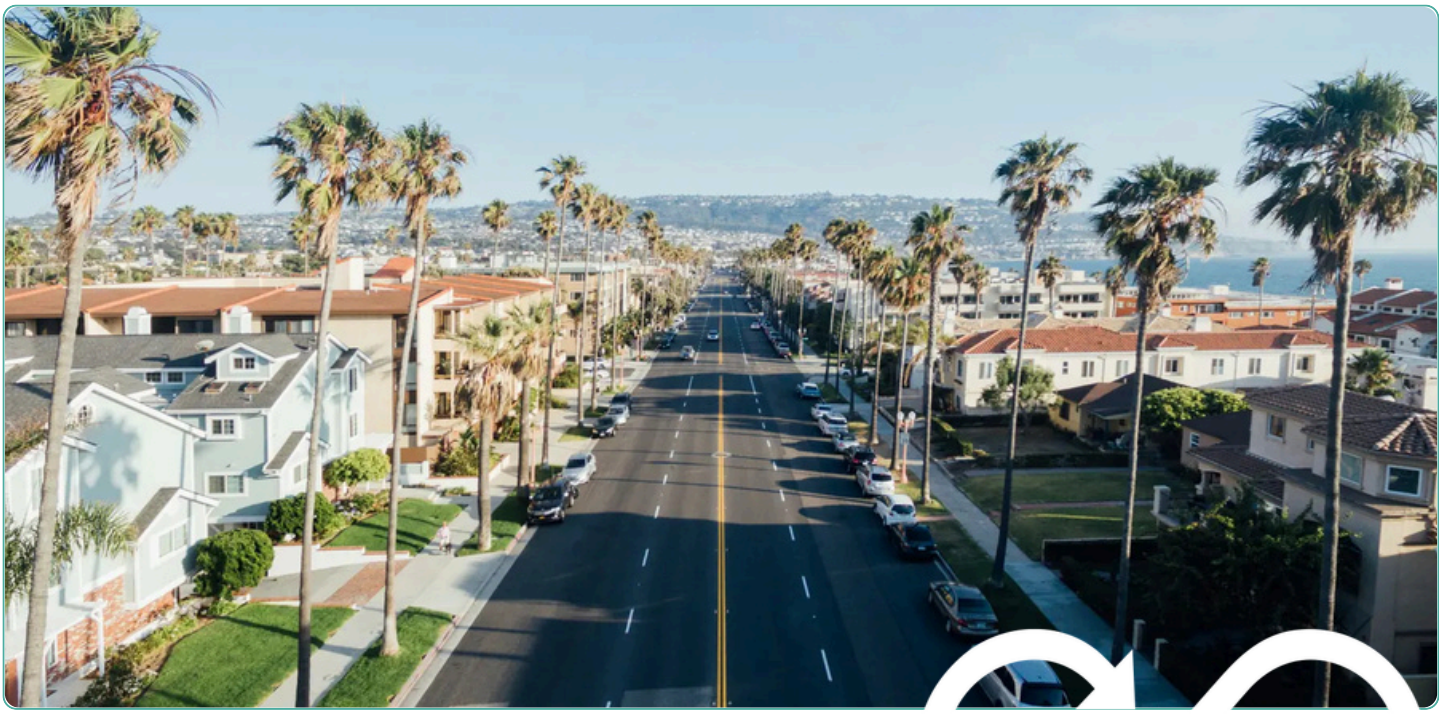
Supporting Porterville's Backflow Program with Tools Built for Cross-Connection Control

At SwiftComply, we understand that managing a backflow program like Porterville's — 2,229 assemblies, seven to eight in-house testers, and roughly 180 tests per month — requires a smarter solution, especially as California's cross-connection survey mandate adds new urgency.

Right now, Porterville is running a fully manual, paper-based workflow through XC2, a system that's become obsolete with no remaining tech support. SwiftComply has absorbed XC2, making us the natural successor for programs like Porterville's — and your existing data, including next test due dates and tester certifications, migrates directly so nothing is lost.

With SwiftComply, your testers submit results from the field on tablets, overdue assemblies surface automatically without year-end queries, and your cross-connection survey module gives your team a structured way to track every commercial property visit, hazard finding, and follow-up date — exactly what the state will expect as you work through 700–800 commercial buildings. Automated compliance notices, tester certification tracking, and real-time dashboards replace the manual processes your team manages today.

SwiftComply is built to give the City of Porterville back the time and confidence to focus on what matters most — delivering a safe, reliable water system for your community.



PRODUCT OVERVIEW: SWIFTCOMPLY BACKFLOW

Built for Real-World Compliance

Most systems fall short for Backflow Programs—not because they lack basic tracking features, but because they lack the structure, automation, and regulatory focus needed to manage assemblies, testers, and compliance at scale.

As regulations evolve and communities grow, manual processes and disconnected systems make it harder to stay ahead of risk.

Why Programs Struggle

Disconnected spreadsheets and legacy databases make it difficult to see what's tested, overdue, or non-compliant.

Staff spend hours processing paper test reports and correcting data entry errors.

Limited visibility into tester credentials, test kit calibrations, and assembly histories increases compliance risk.

Compliance Built-In

SwiftComply is purpose-built for Backflow Prevention and Cross-Connection Control—not a generic system adapted for utilities. It connects assemblies, testers, test reports, and communications into one structured workflow.

360° View of Compliance – Access real-time assembly data, compliance status, and program metrics from a centralized dashboard.

Verified Test Report Processing – Automatically check submitted reports against pass/fail criteria to improve data accuracy.

Flexible Program Rules – Configure testing schedules, hazard classifications, and requirements to match your ordinance and policies.

Automation & Safeguards

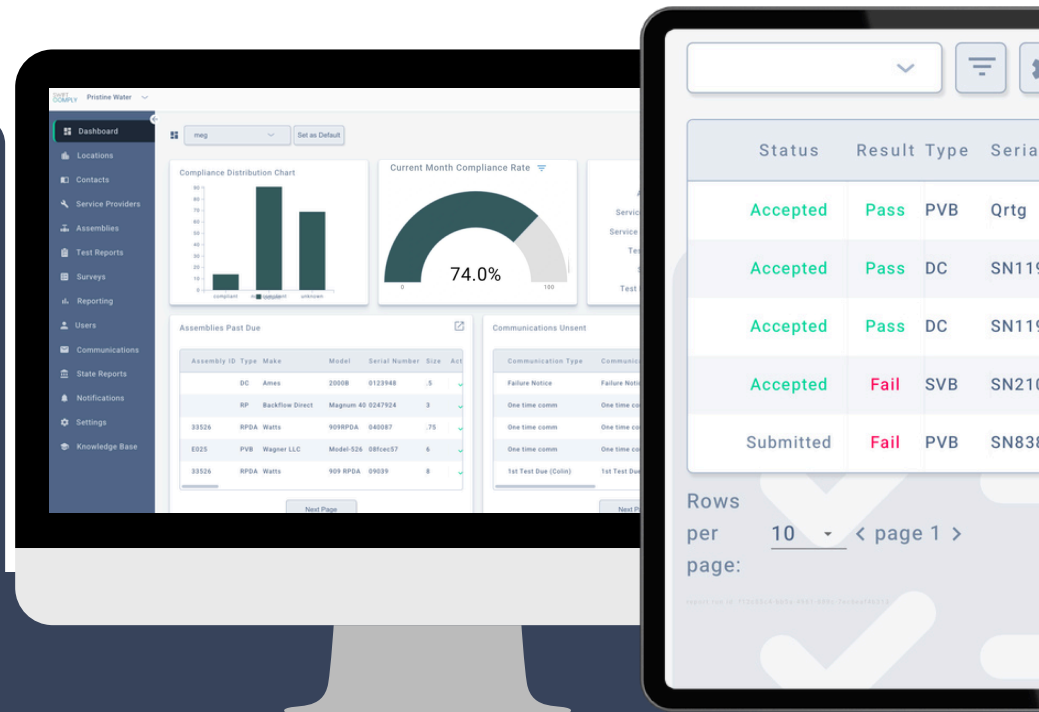
Automation reduces administrative burden while built-in checks protect data integrity and prevent missed steps.

- Auto-process online test report submissions.
- Bulk upload data when needed—no repetitive manual entry.
- Automatically remind testers about credential renewals and test kit calibrations.
- Generate and schedule compliance notices by mail, email, or postcard.
- Receive real-time alerts for overdue tests and missing documentation.

"SwiftComply is the most stable, effective, and cost-effective tracking software I have used. My team loves it"

Justin Broderway
Section Supervisor, DeKalb County

DeKalb County
GEORGIA



PRODUCT OVERVIEW: SWIFTCOMPLY BACKFLOW

Reporting & Visibility

- Turn compliance data into actionable insight in minutes—not days.
- Interactive dashboards provide real-time program visibility.
- Custom reports and filters allow teams to analyze assemblies by hazard type, location, or risk level.
- Custom fields adapt to your processes, including different requirements for residential and commercial assemblies.
- One-click annual California state reporting

Customer & Tester Communication

Make it easier for testers and water customers to stay on track.
Centralized communications center for tracking outreach.
Automated annual testing reminders and follow-up notices.
Mobile-friendly on-site surveys that upload directly to the city database.

Security & Reliability

SwiftComply is SOC 2 Type 2 certified, meeting one of the highest standards for SaaS cybersecurity and data protection.
Water professionals across North America—including Houston, Fort Worth, Dallas, Saint Louis County, Atlanta, and DeKalb County—use SwiftComply to support and enhance their backflow prevention programs.

> "SwiftComply is a game changer for our backflow operations. The software automates our most time-consuming tasks and ensures we are working with accurate data."
>
> Ahmad Cade
> Backflow Manager, City of Atlanta

Why Backflow Programs Choose SwiftComply

Compliance clarity, not complexity – manage your program proactively with accurate, real-time data.
Higher compliance rates – keep staff, testers, and customers aligned.
Reduced operational strain – automate labor-intensive administrative tasks.
Built by industry experts – designed specifically for cross-connection control professionals.

Real-time tracking

Get personalized and deeper insights with interactive dashboards to prioritize team activities.

Compliance notifications

Stay up to date with timely notifications about test reports, tester credentials and test kit calibrations.

On-site surveys

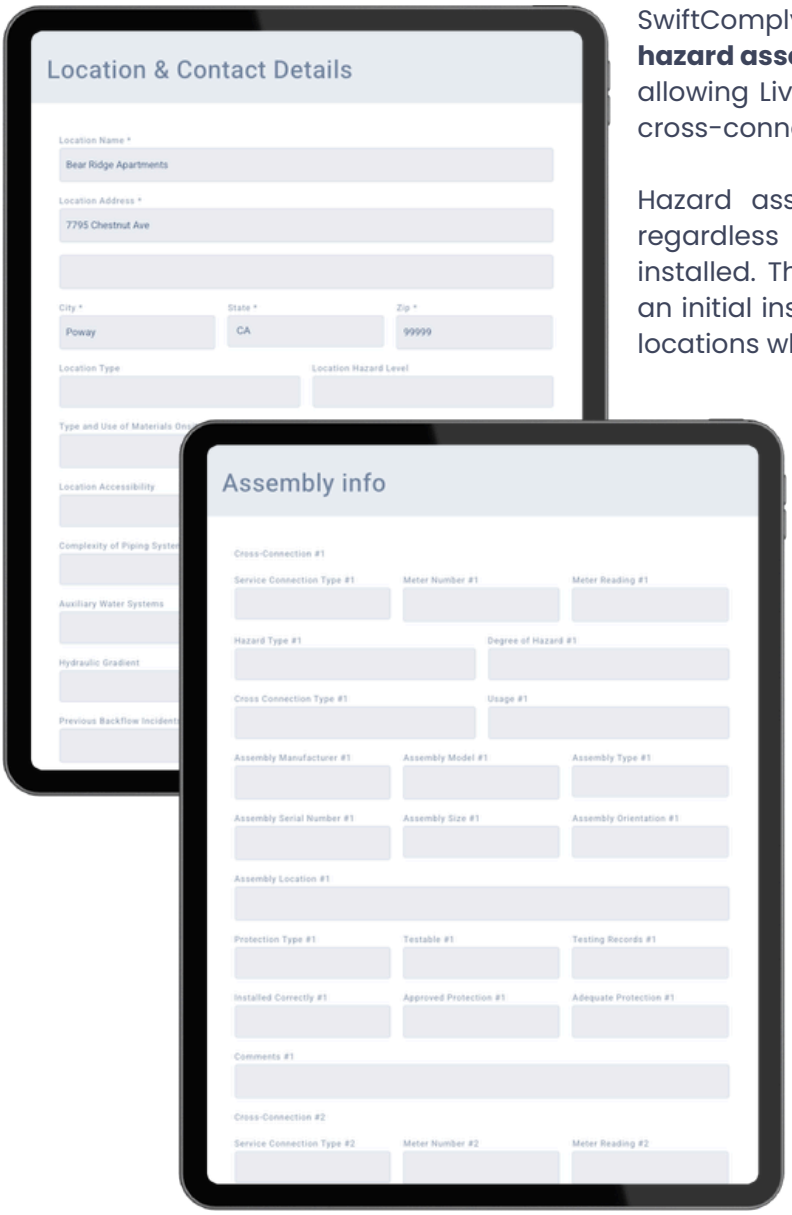
Utilize mobile friendly surveys to gather information on site and instantly upload it to the city database.

HOW SWIFTCOMPLY SUPPORTS PORTERVILLE'S GENERAL PLAN

SwiftComply's backflow prevention solution is a natural fit for the City of Porterville's 2030 General Plan, directly supporting its core commitments to public health and safety, water supply conservation, and sustainable infrastructure for a growing community. The platform ensures safe, compliant delivery of potable water across Porterville's 17,000 service connections — fulfilling the city's most fundamental public utilities mandate — while its paperless, cloud-based workflows align with the General Plan's emphasis on environmental stewardship and efficient use of public resources. Beyond compliance, SwiftComply modernizes a historically manual program into a transparent, data-driven operation that frees staff capacity, reduces liability exposure, and ensures the city can demonstrate cross-connection control progress to the state as California's regulatory requirements continue to expand. As Porterville grows and its infrastructure demands increase, SwiftComply scales alongside it — making it as much a long-term investment in sustainable city operations as it is a water safety solution.

Porterville's 2030 General Plan	How SwiftComply Aligns
Deliver safe, reliable water to ~17,000 services — ensuring public health and water quality across the city's growing service area	SwiftComply's real-time compliance dashboard gives your team instant visibility into which of your 2,229 assemblies are tested, overdue, or non-compliant — so protection gaps are caught before they become public health risks
Modernize aging infrastructure and technology — replacing obsolete systems (XC2) to keep pace with regulatory demands and growing program scope	SwiftComply has absorbed XC2, making it the direct successor for Porterville's program. Existing data, tester certifications, and next-test due dates migrate over intact — no rebuild required
Protect property owners and the community from cross-connection hazards — mitigating risks in commercial buildings where outdated protection equipment may now fail current standards	The cross-connection survey module creates a documented enforcement record for every property — critical when non-compliant owners push back, as the Acting Superintendent anticipated they will
Support sustainable growth and adequate public infrastructure — ensuring water system capacity and compliance keep pace with residential and commercial development	SwiftComply scales with Porterville's growth. As new services are added and the commercial survey program expands, the platform manages increasing program volume without adding administrative complexity
Maintain accountable, transparent city government — demonstrating responsible stewardship of public resources and regulatory compliance	System-generated compliance reports, enforcement audit trails, and certification records give city leadership and council a clear, defensible picture of program status at any time

HAZARD ASSESSMENTS/CROSS-CONNECTION SURVEYS

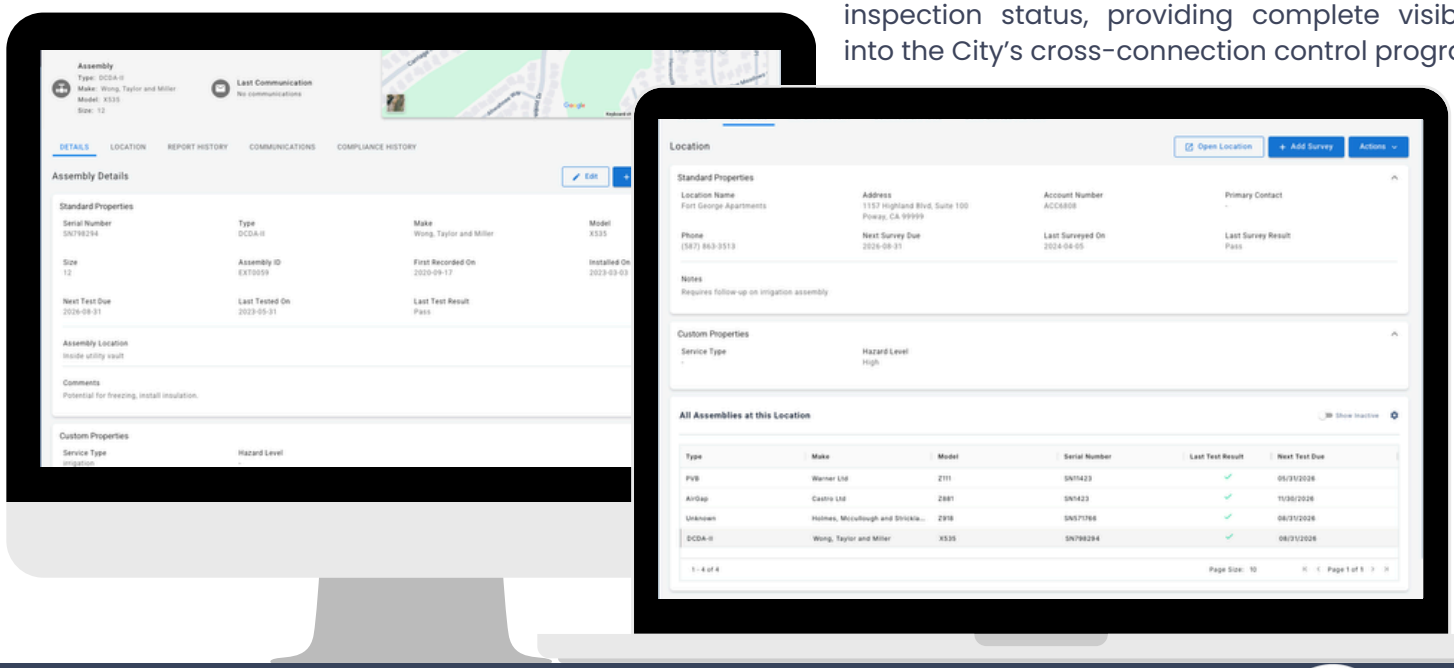


SwiftComply's Backflow solution includes **fully configurable hazard assessment** and cross-connection survey capabilities, allowing Livermore to manage both backflow prevention and cross-connection control activities within a single platform.

Hazard assessments can be completed for any location, regardless of whether a backflow assembly is currently installed. This allows the City to track properties that require an initial inspection but may not yet have a device, as well as locations where an assessment determines that no backflow protection is necessary. If an assessment identifies a moderate or high hazard, a backflow assembly can be added to the same location record and placed directly into the appropriate testing and compliance workflow.

The hazard assessment form is fully configurable to match Livermore's existing inspection forms, risk classifications, and regulatory requirements. SwiftComply can capture any fields the City chooses to include, such as hazard category, water use type, corrective actions, inspection notes, photographs, and recommended follow-up intervals.

Once completed, assessment results are stored as part of the location's permanent compliance history and can be used to trigger future inspections based on the assigned hazard level. For example, low-risk properties can be scheduled for reassessment every 10 or 20 years, while higher-risk properties can be scheduled more frequently. Staff can easily filter and report on locations by hazard category, due date, or inspection status, providing complete visibility into the City's cross-connection control program.



"The biggest thing is that people understand what we're asking them to do. When they understand it, compliance follows."

Christine Williams
Water Compliance Specialist
Full Case Study



"It's not a one-and-done program. It's always evolving, and when I reach out, I get responses fast. That makes a huge difference.Support is everything. With SwiftComply, I get responses fast. That hasn't always been my experience with other software.

Nick Lopez
Backflow Program Manager, City of Anaheim
Full Case Study



"We kind of adopted this program not really knowing what we were doing. What we needed was a system that had a good foundation. And something that could simplify our annual reporting, notices, and surveys."

Steve Daldegan
General Manager, Lakehurst Water
Full Case Study



SWIFTCOMPLY BUDGETARY ESTIMATE

DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL
SWIFTCOMPLY BACKFLOW IMPLEMENTATION	$6,800	1	$6,800
SWIFTCOMPLY BACKFLOW SUBSCRIPTION	$7,200	1	$7,200
YEAR ONE FEE			$14,000
YEAR TWO FEE			$7,560
YEAR THREE FEE			$7,938
TOTAL COST OF CONTRACT			$29,498

Note:

Pricing reflects SwiftComply's all-inclusive subscription model, covering hosting, support, training, and ongoing feature updates—without per-user fees or hidden costs. A locked-in annual rate adjustment beginning in Year 2 of 5% ensures predictable budgeting and sustained service quality as your program evolves. Pricing based on a 3-year agreement.

What's Included	Description
Unlimited Users & Storage	Add as many staff as needed — **no license caps, no data limits.**
Implementation & Configuration	**Hands-on setup** tailored to your workflows, forms, and reports.
Comprehensive Training	Live and recorded sessions to ensure every team member is confident.
Third Party Support Included	**Our team assists external parties** directly with logins, passwords, and submissions — saving staff time.
Dedicated Success Manager	A **single point of contact** post-launch for ongoing guidance and check-ins.
Weekly Drop-In Sessions	Open **office hours** for quick questions, feature refreshers, and best-practice sharing.

SUBJECT: Authorization for Engine Replacement of Water Department Service Truck No. 6577

SOURCE: Transportation

COMMENT: Vehicle No. 6577 is an active Water Department service truck that has experienced significant internal engine wear and requires engine replacement. Vehicle No. 6577 remains an operationally valuable asset with approximately four (4) years of anticipated remaining service life following engine replacement.

Timely replacement of the engine will help minimize service disruptions and maintain operational reliability for Water Department field operations. Replacement of the engine is considered the most cost-effective option compared to full vehicle replacement and will allow the vehicle to remain in active service for its remaining anticipated useful life.

Staff solicited estimates from three qualified vendors for the engine replacement services. The estimates received were as follows:

Porterville Ford	$12,951.47
Porterville Automotive	$13,471.07
Monarch Ford	$16,489.58

Porterville Ford submitted the lowest responsive quotation and is familiar with the maintenance and repair requirements associated with the vehicle platform.

Staff is requesting authorization to utilize Porterville Ford to perform the engine replacement in an amount not to exceed $14,246.62, inclusive of all parts, labor, taxes, and a 10% contingency.

Funding for the proposed engine replacement is available within the Water Department Maintenance Budget.

RECOMMENDATION: That the City Council authorize an engine replacement for Water

Department Service Truck No. 6577 by Porterville Ford in an amount not to exceed $14,246.62, inclusive of all parts, labor, taxes, and a 10% contingency, funded through the Water Department Maintenance Budget.

ATTACHMENTS:

1. Monarch Ford Estimate
2. Porterville Auto Estimate
3. Porterville Ford Estimate

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

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

Monarch Ford

City of Porterville

Home:
Mobile:
Work:
Email:

May 18, 2026 10:37 AM
YMMS: 2015 Ford F-450 Super Duty XLT
Engine: 6.8L
License:
VIN:
Odometer:

TYPE	DESCRIPTION	PART #	QTY	PRICE	RATE	HOURS	LINE TOTAL
Parts	long block assembly, gaskets, misc. nuts and bolts		1.0	$10,863.98	-	-	$10,863.98
Labor	remove and replace long block	-	-	-	$165.00	19.0	$3,135.00
Sublet / Misc	diag, removing and replacing ABS module.	-	-	-	-	-	$1,540.00

Labor:	$4,675.00
Parts:	$10,863.98
Shop Supplies:	$0.00
Hazardous Materials:	$0.00
Labor Taxes:	$0.00
Parts Taxes:	$950.60
TOTAL:	**$16,489.58**

Serviced with a smile

Porterville automotive
630 n sunnyside st
Porterville, CA. 93257
Phone: (559)-784-4563 | Fax: (559)-793-2737

Reliabe service that keeps you moving!

Estimate # 000113
ARD191945

Estimate

Estimate Due: $13,471.07

City of porterville -

2015 Ford - F-450 Super Duty - XL
6.8L, V10 (415CI) VIN(Y)
VIN: 1FDUF4GY3 **FEC90292**
Odometer: In 0

License Plate: CA

Unit: 6577

Estimate Date: 05/15/2026
Service Advisor:
Customer ID: 100

Type	Description	Qty	Sale	Total
Engine replacement			Initials:	**$13,471.07**
Part	New engine assembly	1.00	$8,398.00	$8,398.00
Labor	Engine replacement Replace engine assembly, transfer and clean all components. Fill all fluids, road test.			$3,750.00
Part	Miscellaneous parts. Water pump, thermostat, coolant, oil and filter. All new gaskets.	1.00	$500.00	$500.00

Parts: $8,898.00 Labor: $3,750.00 Tax: $823.07 Total: $13,471.07

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. SMOG: I understand that I can have emission service and/or adjustments done elsewhere. I hereby waive this right. TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within____days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts____. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

Labor	$3,750.00
Parts	$8,898.00
Subtotal	**$12,648.00**
Taxes	$823.07
Estimate Total:	**$13,471.07**

Signature ..... Date ..... Time .....

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2015 FORD F-450 SD 6.8L

Parts Requisition (ENGINE ASSY COMPLETE)

Date 5-15-26 RO# _____

P&A X Pull _____ Time _____ Vin # FEC90292

Technitian name _____ Customer Pay ____ Warranty ____

Qty	Part Number	Description	Line #	Stock Stat	Wearhouse	E.T.A.	Price Ea	
1	8C3Z6006BARM	ENGINE		N	AER	2-3D	$8378.67	
7	XO5W20D$P	5W-20		Y	BULK		$5.99	= 41.93
2	W715106$439	BOLT		Y	3		$9.69	= 19.38
1	FIA$16731BD	OIL FILTER FL820$		Y	140		$10.89	
10	7R3Z9439AA	INTAKE MANIFOLD GASKETS		N	#54		$15.63	= 156.30
1	3L3Z8C388AC	GASKET		N	#54		$38.40	
1	3L3Z8C387AC	GASKET		N	#54		$28.19	
4	W520514$440	M10 NUT		Y	1		$2.20	= 10.80
2	W709771$440	NUT		Y	2		$4.48	= 8.96
2	9W7Z19B596A	A/C KIT (SEALS)		Y	54		$13.57	= 27.14
2	DL3Z19B596B	O-RING KIT		Y	54		$8.20	= 16.40
1	XL5A	GREASE		Y	5		$26.81	= 48.98
2	VC13G	ANTIFREEZE		Y	4MD		$24.94	
	XT10QLVC	A/T FLUID		Y	WIND		$12.86	17 QTS = 218.62

Advisor _____

CHEMO

PARTS = $9,051.47

LABOR = $3,900

T = $12,951.47

SUBJECT: Authorization to Renew Loan Management Software Agreement and Approve Supplemental Addendum

SOURCE: Community Development

COMMENT:

The Community Development Department administers several federal and state grant-funded programs, including the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs, which support affordable housing, economic development, and community assistance activities throughout the City. A portion of these grant funds is utilized for the administration of housing rehabilitation loans, business assistance loans, and utility connection loan programs.

The City's current loan portfolio consists of 617 accounts, including 270 active accounts, managed across multiple housing, economic development, and utility assistance programs. Loan servicing is completed in-house by City staff utilizing a centralized loan management software system shared between the Community Development Department and the Engineering and Project Management Department. The software system centralizes loan portfolio management, reporting, compliance documentation, and account history, which improves operational efficiency and supports ongoing audit and regulatory requirements.

In April 2025, the City Council approved a five-year agreement with Balio Software US, Inc. dba City Data Services (CDS) for loan management software services covering Fiscal Year 2025 through Fiscal Year 2029. The agreement is subject to annual renewal based on the availability of grant funding. The annual renewal cost for Fiscal Year 2026–2027 (Year 2) is $15,410, with future annual increases limited to three percent (3%) as identified within the agreement.

In addition to the annual renewal, CDS is transitioning from its legacy loan software platform to the new CDS 2.0 platform, which is intended to improve system stability, reporting capabilities, usability, and long-term maintainability. The Supplemental Addendum includes one-time migration, configuration, data conversion, onboarding, and training services necessary to transition the City's

existing loan portfolio to the upgraded platform.

The upgraded software platform is expected to improve long-term operational efficiency, reporting functionality, audit tracking, and overall management of the City's housing and loan programs. The migration is anticipated to be completed before the end of calendar year 2026.

The standard one-time migration fee for the CDS 2.0 platform is $5,000; however, CDS is offering the City a discounted preferred client rate of $2,500 in recognition of the City's longstanding relationship and active agreement with the company.

Funding for both the annual software renewal and Supplemental Addendum is available through Community Development Block Grant administration funds and HOME grant administration funds.

RECOMMENDATION: That the City Council:
1. Approve the FY 2026–2027 (Year 2) annual renewal of the 2025–2029 Loan Management Software Agreement with Balio Software US, Inc. dba City Data Services in the amount of $15,410;
2. Approve the Supplemental Addendum to the Agreement for CDS 2.0 migration and implementation services in the amount of $2,500; and
3. Authorize the City Manager or designee to execute all necessary documents associated with the annual renewal and Supplemental Addendum.

ATTACHMENTS:
1. 2025-2029 Executed Agreement w CDS for Loan Software
2. Supplemental Addendum to Agreement

Appropriated/Funded:

Review By:

Department Director:
Luisa Zavala, Economic and Housing Development Manager

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

CITY OF PORTERVILLE
SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (hereinafter referred to as "Agreement") is entered on July 1, 2025 (the "Effective Date") by and between the **City of Porterville**, a California municipal corporation ("City"), and Balio Software US, Inc dba **City Data Services LLC**, a Delaware limited liability company having a principal place of business at 166 Geary St. 15th Floor Suite #171, San Francisco, CA 94108 ("Provider").

RECITALS

A. Provider is the owner of its proprietary software that the City has selected to use for the City's loan management.

B. Provider represents and warrants that it is qualified to provide the Software as a Service Application and perform the Services as set forth under this Agreement.

C. Provider desires to grant to the City and the City desires to obtain from Provider a nonexclusive license to use the Software as a Service Application and obtain the services in accordance with the terms and on the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Use of the SaaS Software. Provider shall provide the City with the Software as a Service Application and services, which are described in the Provider's Proposal and attached hereto as Exhibit "A" and incorporated herein by reference ("SaaS Software"). The specifications, performance and functionality of the SaaS Software shall comply in all respects with the requirements set forth in the Provider Proposal and any documentation for the SaaS Software ("Functional Requirements"). Subject to the terms and conditions of this Agreement, Provider hereby grants the City and Authorized Users a renewable, irrevocable (except as set forth herein and for the term of the agreement only), non-exclusive, royalty-free, and worldwide license to access, display, and execute the SaaS Software and related documentation during the Term of this Agreement and any renewals thereof, if any.

2. Services. Provider shall further provide the City with implementation, project management, and training services in connection with the implementation of the SaaS Software as further described in Exhibit "A" ("Services").

3. Compensation.

   a. Subject to paragraph 3(b) below, the City shall pay for the SaaS Software, including the related Services, in accordance with the schedule of costs set forth in Exhibit "C."

b. In no event shall the total amount paid for the SaaS Software and Services rendered by Provider under this Agreement exceed the sum of $13,400 (Thirteen Thousand Four Hundred Dollars and 00/100) for the first year, in accordance with the fee schedule outlined in Exhibit C.

   Thereafter, this Agreement is subject to annual renewal, which shall be contingent upon the availability of grant funding for each subsequent year. If such funding is not secured or renewed, this Agreement shall terminate at the end of the then-current term without further obligation by either party.

   If renewed, the annual fee shall be $15,410 (Fifteen Thousand Four Hundred and Ten Dollars and 00/100) for the second year and shall increase by three percent (3%) annually for each renewal term. The City shall notify the Provider in writing at least sixty (60) days prior to the renewal date regarding the status of grant funding and the intent to renew.

c. Payment to Provider shall be considered as full compensation for all personnel, materials, supplies, and equipment used in performing the Services.

d. The City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of the City's right to request Provider to correct such work or billings or seek any other legal remedy.

e. The annual contract value shall be invoiced and payable in advance, on or before the 1st day of the contract period

f. Payment shall be due within thirty (30) calendar days of receipt of a correct and complete invoice

g. Payment shall be made via ACH, wire transfer, or another electronic method unless otherwise agreed

h. Any payment not received within thirty (30) days of the invoice due date shall be considered Overdue. Overdue invoices shall incur a late payment fee of $500 for every thirty (30) calendar days that payment remains past due, beginning on the thirty-first (31st) day after the invoice due date. Partial periods of thirty days shall incur a late fee pro-rated accordingly. Provider retains the right to suspend services if payment is not received within 60 days of the invoice due date.

4. Term and Termination.

   a. Term. The term of this Agreement shall commence on July 1, 2025 and expire on June 30, 2026 unless earlier terminated as otherwise provided herein.

   b. Options to Renew. The City has the option to renew the Agreement for additional one-year periods, contingent upon the availability of grant funding as described in Section 3. The City may extend this Agreement beyond the expiration date by exercising an option

at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 8.

c. Termination

(i) Termination for Breach by Either Party. Either party may terminate this Agreement upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.

(ii) Termination for Non-Appropriation. The City's payment obligation under this Agreement extends only to funds appropriated annually by the City's governing body for the purpose of this Agreement. For each succeeding fiscal period covered by this Agreement, City's applicable department responsible for this Agreement agrees to include in its budget request appropriations sufficient to cover the annual financial obligations under this Agreement. However, the City's governing body has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. If the City is appropriated insufficient funds to continue annual payments under this Agreement, City may terminate this Agreement by giving Provider not less than ninety (90) days' prior written notice. Upon termination under this paragraph, Provider shall be entitled to compensation for all SaaS Software Services rendered prior to the effective termination date. Provider's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This Section controls against any and all other provisions of the Agreement.

d. Effect of Termination or Expiration.

(i) The City will pay Provider all amounts payable hereunder as of the termination or expiration date or Provider shall provide a prorated refund of amounts paid by the City where termination occurs for breach by Provider prior to the first twelve (12) months of the Term;

(ii) All rights and licenses granted hereunder to the City (as well as all rights granted to any Authorized Users of City) will immediately cease, including but not limited to all use of the SaaS Software; and

(iii) The City will, upon written request of Provider, either return to Provider or provide Provider with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of Provider that are in the City's possession or control.

(iv) Provider shall provide to the City and/or Successor Service Provider, assistance requested by the City to affect the orderly transition of the SaaS Services, in whole or in part, to the City or to Successor Service Provider. During the transition period,

SaaS and City Data access shall continue to be made available to the City without alteration while the City remains in contract with City Data Services. Such Transition Services shall be provided on a time and materials basis, in accordance with the latest CDS Professional Services rate card and the resourcing capacity of the Provider. If the City opts to return to its own servers or the City chooses a Successor Service Provider transition costs may include: (a) developing a plan for the orderly transition of the terminated SaaS Services from Provider to Successor Service Provider; (b) if required, transferring the City Data to Successor Service Provider; (c) using commercially reasonable efforts to assist the City in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Provider in connection with the Services; (d) using commercially reasonable efforts to make available to the City, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Provider in connection with the SaaS Services; and, (e) such other activities upon which the Parties may agree. This Section (4)(d)(iv) shall survive the termination of this Agreement.

5. Maintenance and Support Services. Following the warranty period for the SaaS Software, Provider has agreed to make maintenance and support services for the SaaS Software available to the City in accordance with the terms of the Provider Proposal, which is attached hereto as Exhibit "A." The SaaS Software Support and Maintenance Provisions contain mutually agreed upon pricing for such services, which pricing shall remain in effect for so long as the City makes the payments set forth in Exhibit "A."

6. Data and Security

   a. Ownership of City Data. "City Data" means all data, information, content and other materials stored or transmitted by the City, and any Authorized User, through the SaaS Services. The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of City Data is the exclusive property of the City. The City shall have access to City Data 24-hours a day, 7 days a week. Provider warrants that the City shall be able to extract City Data from the SaaS Application on demand, but no later than 48-hours of City's request, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees to Provider). Provider shall provide City with data in its native format as stored within the CDS database. Provider shall retain and preserve City Data in accordance with the City's instruction and requests, including without limitation any retention schedules and/or litigation hold orders provided by the City to Provider, independent of where the City Data is stored.

   b. Use of City Data. Provider agrees to hold City Data received from or created on behalf of the City in strictest confidence. Provider shall not use or disclose City's Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Access to City's Confidential Information must be strictly controlled and limited to

Provider's staff assigned to this project on a need-to-know basis only. Provider is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Provider's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data, including user tracking within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Provider, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

c. Data Security. To prevent unauthorized access to City Data or City Confidential Information, Provider shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Provider's employees, agents, and subcontractors, if any, comply with all of the foregoing.

d. Data Breach; Loss of City Data. "Data Breach" means any access, destruction, loss, theft, use, modification or disclosure of City Data by an unauthorized party or that is in violation of the Agreement terms and/or applicable local, state or federal law. "SaaS Software Error" means any failure of SaaS Software to conform in all material respects to the requirements of this Agreement or Provider's published specifications or documentation. In the event of any Data Breach, SaaS Software Error, omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Provider that relate to the protection of the security, confidentiality, or integrity of City Data, Provider shall, as applicable:

(i) Notify the City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence;

(ii) Keep the City informed regularly of the progress of its investigation;

(iii) As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore City service(s) as directed by the City, and undertake appropriate response activities to correct, remediate, or to mitigate potential damage;

(iv) In the case of personally identifiable information (PII) or protected health information (PHI), at the City's sole election, (a) notify the affected individuals as soon as practicable but no later than is required to comply with applicable law, or,

in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (b) reimburse City for any costs in notifying the affected individuals. Provider's responsibility for the costs of providing such notifications shall not be limited by any disclaimer or limitation of liability in the Agreement; and

(v) Perform or take any other actions required to comply with applicable law as a result of the occurrence.

7. Contract Documents. The following documents shall govern the performance of the Scope of Work and the terms and conditions for the provision of the SaaS Software and Services (collectively, the "Contract Documents"):

   a. This Agreement;

   b. Provider Proposal (Exhibit "A"); and

   c. City Insurance Requirements (Exhibit "B").

   In the event of any conflict between the terms and conditions of the Contract Documents, the Contract Documents shall govern in accordance with the foregoing order of priority with this Agreement acting as the master agreement. No "click to accept" agreement may be required for the City and/or Authorized Users' access to the SaaS Services.

8. Amendments. If changes in the software requirements and the Contract Documents seem merited by Provider or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Provider with a statement of the estimated changes in the Provider Proposal. An amendment to this Agreement shall be prepared by the City and executed by both parties before any change becomes binding upon the City. Provider acknowledges that any material amendment to the Contract Documents, particularly with respect to the schedule of charges in the Provider Proposal, may be subject to approval by the City's City Council. Such amendment shall not render ineffective or invalidate unaffected portions of the Contract Documents.

9. Maintenance of Records. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Provider and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by the City.

10. Notice to Proceed. The obligations of Provider to commence performance shall by triggered by Provider's receipt of notice from the City to proceed. Thereafter, Provider shall proceed in accordance with the Project Schedule. The Notice to Proceed shall set forth the date of commencement of the Project Schedule.

11. Delays in Performance.

    a. Neither the City nor Provider shall be considered in default of the Contract Documents for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

    b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance under the Contract Documents. It is not intended by the parties that any such delay shall extend for a period in excess of sixty (60) days.

12. Confidentiality. Provider understands and agrees that, in the performance of the work or services under this Agreement may involve access to City Data that is Confidential Information. Provider agrees to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third-parties other than its employees, agents, or authorized subcontractors who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. Provider and any subcontractors or agents shall use Confidential Information only in accordance with all applicable local, state and federal laws restricting the access, use and disclosure of Confidential Information and only as necessary in the performance of this Agreement. Provider's failure to comply with any requirements of local, state or federal laws restricting access, use and disclosure of Confidential Information shall be deemed a material breach of this Agreement, for which the City may terminate the Agreement. Provider agrees to advise and require its respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Provider will not disclose any Confidential Information of the City except as compelled by a court or administrative body or required by any law or regulation. Provider will give notice if any disclosure request is received for City's Confidential Information, so the City may file an objection with the relevant court or administrative body.

13. Compliance with Law.

    a. In carrying out its obligations under the Contract Documents, Provider shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

14. Warranty

a. SaaS Software Warranty. Provider warrants that the SaaS Software will conform in all material respects to the Functional Requirements for a period of twenty-four (24) months ("Warranty Period") following the date upon which the SaaS Software has completed user acceptance testing and is placed in use by the City in a live production environment ("Go-Live"). Provider agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the Warranty Period. In addition, Provider warrants that any customization and/or error correction to the SaaS Software will conform in all material respects to the Functional Requirements. This warranty is void if the City or any other third party intentionally changes or modifies the SaaS Software without the permission of Provider.

b. Malware. Provider warrants that the SaaS Software shall not contain any lock, counter, CPU reference, virus, worm, or other malware or device capable of halting operations or erasing or altering data or programs. Provider further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the SaaS Software (or any hardware).

c. Service Warranty. Provider warrants that all Services provided under this Agreement will be performed in a professional, competent manner and as outlined in the proposal. The City shall notify Provider in writing of any breach of this warranty no later than ninety (90) days following Go-Live. Provider shall further provide a sufficient number of properly trained and competent staff to carry out the Services in a skilled and professional manner consistent with the best practices in the SaaS Software industry.

d. Remedies. Provider covenants that it will make corrections of program malfunctions or errors which are reported in writing to Provider during the Warranty Period and which are necessary for the SaaS Software to conform to the warranties set forth in Section 14 of this Agreement. City agrees to allow Provider the opportunity to make repeated efforts within a thirty (30) day time period to correct programming errors or malfunctions as warranted in this Agreement. Provider agrees that program malfunctions that result in an inoperable system resulting in a financial impact to the City, or inefficient work-around, will be given its highest priority with the problem corrected as soon as practicably possible, consistent with a high priority item under the SaaS Software Support and Maintenance Provisions, using its most experienced and knowledgeable resources. Provider will strive to have any and all malfunctions resolved within no more than five calendar days.

15. Acceptance Testing; Final Acceptance. All SaaS Software and Services shall be subject to acceptance testing by City to verify, to its reasonable satisfaction, that each deliverable conforms to the requirements of a particular phase or milestone as set forth in the Exhibit "A" hereto or with respect to the SaaS Software, that it conforms to the Functional Requirements in all material respects and does not contain errors. The City and Provider will agree on a reasonable testing methodology for the SaaS Software. Acceptance testing will not begin for any deliverable until sufficient data, as reasonably determined by the City, has

been converted and loaded into the SaaS Software or component thereof to enable the City to test the functionality of the SaaS Software or any component thereof in a test environment that approximates a live production environment. If the City determines that any SaaS Software deliverable or Services do not conform with the foregoing requirements, the City shall promptly deliver to Provider a notice of non-conformity, and Provider shall work diligently to correct all nonconformities free of charge to the City by issuing one or more error corrections or re-performing the defective Services. Each error correction shall be subject to additional acceptance testing by the City. Notwithstanding the acceptance of any deliverable by the City, such deliverable shall remain subject to the warranty obligations of Provider for the entire Warranty Period. "Final Acceptance" shall occur ninety (90) days after Go-Live provided that the SaaS Software is operating properly in accordance with all of the Functional Requirements and there are no material warranty issues that adversely impact the ability of City to operate the SaaS Software.

16. Assignment and Subcontractors. Provider shall not subcontract, assign or transfer this Agreement or any rights under or interest in the Contract Documents without the written consent of the City, which may be withheld for any reason at the sole discretion of the City. Nothing contained herein shall prevent Provider from employing independent contractors, as well as employees, to provide Services as Provider may deem appropriate, provided, however, that Provider shall remain fully responsible for such independent contractors.

17. Independent Contractor.

    a. Provider enters into this Agreement as an independent contractor and not as an employee of the City. The Provider shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Provider are employees, agents, contractors or subcontractors of the Provider and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Provider by any such employees, agents, contractors subcontractors, or any other person resulting from performance of this Agreement.

    b. Provider agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

18. Integration. The Contract Documents represent the entire understanding of the City and Provider as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

19. Title to SaaS Software. Provider represents and warrants that it is the sole owner of the SaaS Software or, if not the owner, that it has received all legally required authorizations from the owner to license the SaaS Software as contemplated herein, has the full power to grant the rights required by this Agreement, and that neither the SaaS Software, nor its use in accordance with the Contract Documents, will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or the City.

20. Infringement and Performance Breach Remedies. If it is claimed that any work furnished by Provider, whether first developed by Provider for the City or not, infringes any intellectual property right or is otherwise unlawful, Provider agrees to defend or settle any such claim or suit at Provider's expense and to indemnify and hold the City harmless from any losses, damages or harm, including attorney's fees and legal expenses, incurred as a result of such claim. Without the City's prior written approval, Provider shall not accept any liability on the City's behalf for the infringement, nor shall Provider reach a settlement that from the City perspective impairs the value or usefulness of the work that is the subject of the infringement claim. Provider will also pay all damages and costs that by final judgment, settlement or other resolution are assessed against the City due to such alleged or proven infringement and reimburse the City for any direct damages suffered by the City as a result of the infringement claim, including but not limited to attorney's fees. Should Provider find, or be found, to have infringed on any intellectual property rights, Provider will procure; (i) a right for the City to continue using the applicable SaaS Software or Work Product, (ii) a solution to mitigate the infringement, or (iii) a product to replace the infringing product that provides the functionality and complies with the specifications contained in the Contract Documents. The City shall not incur any additional costs related to the aforementioned remedies.

21. Indemnification. Provider shall indemnify, defend (with counsel approved by the City), and hold harmless the City, its officers, officials, agents, and employees (collectively, the "Indemnitees") from and against any and all claims, damages, demands, liability, costs, losses and expenses, (all of the foregoing collectively "Claims"), including without limitation court costs and reasonable attorneys' fees, which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, Provider's performance pursuant to this Agreement, including without limitation, Claims arising on account of injury to or death of persons or damage to property. The City does not and shall not waive any rights against Provider which the City may have pursuant to this Section because of Provider's provision of insurance policies required by this Agreement. Provider's obligations to defend and indemnify the City shall survive the expiration or termination of this Agreement. Provider shall not be required to indemnify the City for Claims arising from the sole negligence or willful misconduct of the Indemnitees.

22. Conflicts of Interest.

    a. Provider covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any present interest, nor shall they acquire any interest, direct or

indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its Services hereunder.

b. Provider shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City's Contract Administrator determines in writing that Provider's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Provider also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Agreement, the City determines and notifies Provider in writing that Provider's duties under this Agreement warrant greater disclosure by Provider than was originally contemplated. Provider shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

Liability of Provider. Provider shall be responsible for performing the services under this Agreement in a manner which is consistent with the generally-accepted standards of the Provider's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Provider or its employees, agents, contractors or subcontractors.

In no event shall Contractor be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to lost profits, loss of data, loss of use, or cost of substitute services, even if advised of the possibility of such damages.

23. Insurance.

a. Provider will comply with the "Insurance Requirements" of the City which are attached hereto as Exhibit "B" and included as a part of this Agreement.

b. No limitation on liability contained in the Contract Documents shall apply to any third-party claim for personal injury or wrongful death arising from the negligent acts or willful misconduct of either party, its agents or assigns. Furthermore, no limitation on liability applicable to Provider shall apply to any third-party claim that the SaaS Software infringes upon the intellectual property rights of another party, nor to the obligation of Provider to deliver the SaaS Software and Services in accordance with the Scope of Work and Provider's warranty obligations.

24. Laws, Venue, and Attorneys' Fees. This Agreement shall be governed by the laws of the State of California. This Agreement is entered into and to be performed in Tulare County, California. Any litigation regarding this Agreement or its contents shall be filed in a state or federal court situated in the County of Tulare, State of California. To the fullest extent permitted by law, the parties waive the right of removal provisions per California Code of Civil Procedure Section 394.

25. Documents. Provider shall deliver to the City no less than one (1) full set of documentation, manuals, and training materials for the SaaS Software. The City shall have the right to copy such documents and materials for its own internal use of the SaaS Software.

26. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered in person or sent via commercial overnight delivery or by certified mail, addressed to each party at the address set forth below or such other address for which a party has given notice in accordance with this section. Notice will be effective upon receipt, or within five (5) days of delivery.

City:	**Provider:**
City of Porterville Attn: Community Development Director 291 N. Main Street Porterville, CA 93257	Balio Software US, Inc dba City Data Services Software LLC 166 Geary St. 15th Floor Suite #171 San Francisco, CA 94108

27. City Not Obligated to Third Parties. The City shall not be obligated or liable for payment hereunder to any party other than the Provider.

28. Non-Discrimination. Provider shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

29. Prohibited Interests. Provider maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement. Further, Provider warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

30. Unauthorized Aliens. Provider hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Provider so employ such unauthorized aliens for performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against the City for such use of unauthorized aliens, Provider hereby agrees to and shall reimburse the City

for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City.

31. Wage Theft Prevention.

a. Provider, and any subcontractor it employs to complete Services under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

b. By signing this agreement, provider affirms that it has disclosed any final judgments, decisions or orders from a court or investigatory government agency, finding in the five (5) years prior to executing this agreement that provider or its subcontractors has violated any applicable wage and hour laws. Provider further affirms that it or its subcontractor(s) has either fully satisfied each judgment, decision or order, or, if any judgment, decision or order has not been fully satisfied, provider affirms that it or its subcontractor(s) is currently satisfying said judgment, decision or order through a payment or alternative plan approved by the applicable court/government agency and that provider or its subcontractor(s) are in compliance with said plan as of the date of executing this agreement.

c. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Provider or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Provider learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Provider shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Provider or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Provider or its subcontractor is subject to a payment or other alternative plan, the Provider or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

d. For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

e. Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

f. Notice provided to the City shall be addressed to: Attention: Community Development Director, 291 N. Main Street, Porterville, CA 93257. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

32. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

33. Counterparts. This Agreement and any exhibits, amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement or any amendment or renewal. A signature by any party to this Agreement provided by facsimile or electronic mail is binding upon that party as if it were the original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Porterville

Signature

Claudia Calderon
Name

Community Development Director
Title

7/17/2025
Date

Balio Software US, Inc dba **City Data Services LLC**

Signature

Vidush Mahansaria
Name

Director
Title

07/21/2025
Date

EXHIBIT A
SAAS SOFTWARE SERVICES
SCOPE OF SERVICES

Software Development
Develop all associated forms for loan and grant management including but not limited to: applications, reports, contracts, fiscal management forms, monitoring forms, compliance forms and data assessment forms (i.e., spreadsheets and reports);

Ability to enter, display and summarize individual project/program information for the following:

- Grants & loans,
- Contracts information,
- Compliance documentation,
- Expense summaries,
- Fiscal transactions,
- Monitoring documentation,
- Administrative,
- Assessment information; and
- Reports.

System Maintenance

- Ability to enter, store, display, and summarize applications, reports and fiscal information to assist with management of Housing services, activities and compliance;
- Ability to store, display, and summarize individual program/project administration information;
- Ability to store, display, and summarize individual program contract information;
- Ability to enter, store, display, and summarize compliance information;
- Ability to transmit sub-recipient report information into HUD's reporting system, IDIS, as needed;
- Maintain all database and report elements created under this development proposal for term of contract;
- Modify database to add or remove fields, or improve presentation of data;
- Modify existing reports to meet City of Porterville's requirements;
- Promptly respond to customer service requests from City of Porterville and their clients throughout term of contract; and
- Promptly respond to request for assistance, training, or database repair.

Property Management

- Track property ownership from original developers through all subsequent owners
- Store documents related to the City's interest in the property, e.g. Deeds of Trust, Loan Documents, Agreements, etc.

- Track City financial interest in properties including, but not limited to, the original source of City funding, grant number/s, amounts, loan committee approvals, etc.
- Store documents related to any financial support for the project including, but not limited to, required grant or loan reports and agreements

Document Preparation

- The City will provide all document templates and provided updated forms as necessary to ensure that all documents meet grant terms and comply with all applicable laws and regulations.
- Occupancy report and associated letter generation.
- Loan Maturity Demand Letters

Monitoring Management

- Create form letters and documents required for annual monitoring
- Allow property owners to upload completed documentation for review and storage
- Notify property owners who have not completed the required monitoring

Custom Development

Any development, configuration, or customization requests that fall outside the standard scope of services shall be considered custom work and billed separately to this agreement. Such services may include but are not limited to:

- Development of new modules e.g. public services or housing modules
- Development of logic and reporting for new loan types requiring custom workflows
- Customized summary reports and exports
- Third-party integrations

Custom work shall be quoted and billed in accordance with Contractor's then-current annual professional services rate card, unless the Contractor elects to offer a fixed-fee or discounted pricing proposal for specific deliverables, in which case such offer must be documented in writing and mutually agreed to prior to commencement of the work. No custom development shall commence without prior written approval from the City.

Migration Services

In addition to these services CDS is offering additional access and priority migration to the City due to the term of the agreed contract. The City will be offered a seat at the table in actively driving the future product direction and functionality to fit their needs as long-term Development Partners. This includes

  - 1:1 Sessions with the CDS 2.0 Product Lead to incorporate feedback and functionality specific to the loan module build out and reporting used by your jurisdiction

- Beta access to CDS 2.0 for review and feedback ahead of launch
- Priority migration to CDS 2.0
- Priority development of jurisdiction-specific user documentation and training materials for CDS 2.0
- 30-Day, and 90-Day Review sessions with adjustment post migration

Notifications
Automatically notify City staff 90-days before any changes in any terms, e.g. affordability term expiration, or loan maturity.

Integrations
CDS integrates with IDIS for all CDBG and HOME reporting.

Reporting
Run reports and queries from data submitted, (i.e. demographics, by developer, by planning area, etc.) Run reports on current and historical monitoring compliance by property and owner.

Change Requests
Our system is intended to cover all essential loan management activities. We will include items as requested by Staff in accordance with our scope of services and prioritized in accordance with our business capacity. New requests should be raised on a quarterly basis and discussed with your CDS account manager (Mike Walker).

EXHIBIT "B"

INSURANCE REQUIREMENTS

I. Professional Liability Insurance

a. Vendor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. If the policy is claims made, any policy inception date, continuity date, or retroactive date must be on or before the effective date of this agreement, and Vendor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

II. Cyber Liability Insurance

a. Cyber Liability Insurance with limits not less than $1,000,000 per claim.

b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

III. Commercial General Liability

a. Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01 (or equivalent), in an amount not less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the Client's coverage and be endorsed using ISO form CG 20 10 (or equivalent) to provide that Client and its officers, officials, employees, and agents shall be additional insureds under such policy or policies.

b. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided the Client.

c. Coverage shall state that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the Client and its officers, officials, employees, and agents.

IV. Business Automobile Liability

a. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than $1,000,000 per accident.

V. Workers' Compensation and Employers' Liability

a. Vendor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by Vendor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000 each accident, $1,000,000 by disease-policy limit, and $1,000,000 by disease-each employee. In the alternative, Vendor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of Client. The insurer, if insurance is provided, or Vendor, if a program of self-insurance is provided, shall waive all rights of subrogation against Client and its officers, officials, employees, and agents for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be cancelled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Professional does not have any employees.

EXHIBIT "C"

Fee Schedule

I. Initial 5 Year Maintenance Fee Schedule

The annual service fee covers routine maintenance, standard updates, system support, and development of core reports and features as defined in the Scope of Services.

FY	Base Fee (Pre CPI)	Annual Fee including 3% fixed indexation
FY25	$13,400	$13,400
FY26	$15,410	$15,410
FY27	$15,410	$15,872
FY28	$15,410	$16,348
FY29	$15,410	$16,839
Total Contract Value	**$75,040**	**$77,869**

CITY OF PORTERVILLE

Supplement to FY 2026/27 Agreement

Migration Configuration and Customization

Document Date: May 8, 2026

1. Recitals

This Supplement to the FY 2026/27 Agreement (the "Supplement") is entered into by and between the City of Porterville (the "City") and City Data Services LLC ("CDS" or the "Contractor"), and is incorporated into and made a part of the underlying agreement between the parties for the provision of City Data Services' hosted data management platform (the "Agreement").

WHEREAS, the City currently uses the Contractor's legacy CDS 1.0 platform for the administration of its Loan Management programs;

WHEREAS, the Contractor is delivering CDS 2.0, a full technical rebuild of the platform designed to improve system stability, data integrity, usability, and long-term maintainability while preserving the workflows and compliance requirements relied upon by local government jurisdictions;

WHEREAS, the Contractor proposes to migrate the City's Loan Management module from CDS 1.0 to CDS 2.0 during the FY 2026/27 contract year on a one-time professional services basis; and

WHEREAS, the parties wish to set forth the scope, approach, fees, and responsibilities applicable to that migration in this Supplement, separate and distinct from the recurring annual service fees set forth in the Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows.

2. Purpose of this Supplement

The purpose of this Supplement is to:

- Define the scope, deliverables, and timing of the one-time migration and implementation services for the Loan Management module;
- Clearly separate one-time migration costs from the recurring software license fees set forth in the Agreement;
- Confirm the responsibilities of each party during the migration; and
- Establish the one-time fee payable for these services.

This Supplement does not amend the City's recurring license fees, the term of the Agreement, or any other provision of the Agreement except as expressly stated herein.

3. CDS 2.0 Platform Overview

CDS 2.0 is a full technical rebuild of the City Data Services platform. The new platform introduces a consolidated, modern cloud infrastructure; improved reporting, configuration, and workflow management; reduced operational and support burden; and a foundation for long-term scalability and future regulatory requirements.

CDS 2.0 will continue to serve as the system of record for housing, community development, and loan programs. The platform centralizes program data, documentation, reporting, and compliance workflows across departments and funding sources, while remaining configurable as the City's programs evolve.

Core platform capabilities applicable to the City's Loan Management module include:

- Role-based user management and permissions, supporting granular access
- Unlimited users within licensed modules (no per-seat pricing)
- Longitudinal data storage supporting multi-year and multi-phase programs
- Secure, auditable, cloud-hosted infrastructure
- Version logging for auditability and edit tracking
- Centralised document library with global search, filtering, and bulk export
- System-wide notifications (time-based and action-based email notifications)
- Export framework supporting Excel and PDF outputs
- Integration with IDIS and external reporting systems where applicable
- Personalised task and action views for City staff

The migration to CDS 2.0 is delivered on a module-by-module basis to minimise operational risk and disruption to ongoing program administration. This Supplement covers the migration of the City's Loan Management module only.

4. Migration Approach

The migration is structured in three phases – Preparation, Sprint, and Cut-Over & Hypercare – across the following stages. Specific calendar dates will be set collaboratively during the Stakeholder & Readiness Intake to align with the City's reporting cycles and avoid peak periods.

Phase	Stage	Description
1. Preparation	**Stakeholder & Readiness Intake**	Joint kickoff session covering current-state review of CDS 1.0, agreement on target migration window, identification of decision-makers, and confirmation of meeting availability during the review period.
1. Preparation	**Customer Readout: Data Assessment**	CDS reviews the City's existing data and configuration, presents a data assessment, and aligns on data clean-up activities to be completed prior to import.

Phase	Stage	Description
2. Sprint	**CDS 2.0 & Pre-UAT Orientation**	Training of City stakeholders on the core processes that will be reviewed during User Acceptance Testing, including objectives, timelines, responsibilities, and sign-off criteria.
2. Sprint	**User Acceptance Testing & Feedback**	City validates migrated data and workflows in CDS 2.0 against agreed acceptance criteria. Feedback is captured and incorporated into the configuration prior to go-live.
2. Sprint	**Admin / Power User Training**	Up to five (5) administrator onboarding sessions covering system navigation, core workflows, user management, and program configuration.
2. Sprint	**Subrecipient Training**	Up to two (2) subrecipient onboarding sessions delivered via webinar, covering navigation and core workflows for external users.
3. Cut-Over & Hypercare	**Go-Live Readiness Review**	Final confirmation that CDS and the City are ready to cut over. The City confirms data accuracy and workflow correctness, and CDS confirms system readiness.
3. Cut-Over & Hypercare	**Cut-Over to CDS 2.0**	The City is officially transitioned to CDS 2.0 for the Loans module. Legacy access is retained for read-only reference during the hypercare window.
3. Cut-Over & Hypercare	**Hypercare & Success Check-Ins**	Dedicated post-cut-over support period to resolve issues quickly, followed by ongoing success check-ins to ensure adoption and customer satisfaction.

5. Migration Configuration and Customization

5.1 FY 2026/27 CDS 2.0 One-Time Migration Fee

Migration to the CDS 2.0 platform shall be subject to a one-time professional services fee covering all configuration, customization, and onboarding activities necessary to transition from the legacy system. Migration fees shall be payable at the initiation of migration services for each module.

5.2 Services Included in the Migration Fee

This migration fee shall include all of the activities listed below.

Discovery and scoping sessions with City staff

- Initial onboarding call to confirm project scope, module configuration requirements, and implementation timeline
- Definition of workflows, forms, reports, and access requirements
- Assignment of a CDS implementation specialist to guide the onboarding process
- Preparation of an implementation checklist and onboarding milestones
- Coordination with the City's designated system administrator

Configuration and customization of CDS 2.0 to meet the City's program needs

- Setup and configuration of the Loan Management module within the CDS 2.0 platform
- Configuration of program structures, reporting workflows, required data fields, and user roles and permissions
- Configuration of standard system notifications and status workflows where applicable

Data migration, validation, enrichment, and import

- Review of City-provided data exports from the existing CDS 1.0 system or other approved source systems
- Mapping of key program, agency, contract, and loan records into the CDS 2.0 data structure
- Import of agreed baseline datasets into CDS 2.0
- Internal validation checks to ensure migrated data aligns with the CDS 2.0 schema
- Reconciliation of record counts between legacy datasets and imported data
- One structured data review session with the City to confirm imported information

Training for City staff on the new system's use and administration

- Up to five (5) administrator onboarding sessions covering system navigation and core workflows
- Overview of operational processes and reporting functionality
- Guidance on user management and program configuration

Training session for external subrecipients or contractors, delivered via webinar

- Up to two (2) subrecipient onboarding sessions covering system navigation and core workflows
- Reference materials provided to support subrecipient adoption

Go-live readiness and hypercare

- Final system readiness review with City administrators
- Confirmation that the module configuration and imported data are ready for operational use
- Assistance during initial system activation
- A dedicated hypercare support window immediately post cut-over to resolve issues quickly
- Ongoing success check-ins to support adoption following migration

6. Indicative Timeline

The migration of the Loan Management module is to be completed prior to the end of calendar year 2026. Specific dates for each stage will be set collaboratively during the Stakeholder & Readiness Intake to align with the City's reporting cycles and to avoid peak periods.

7. Fees and Payment

7.1 Pricing

The one-time migration fee for the Loan Management module is set out in the table below. The Long Tenure Discount reflects the City of Porterville's standing as a long-tenured client of City Data Services.

Module	FY 26/27 List Price	Long Tenure Discount	Preferred Client Rate
Loans	$5,000	-$2,500	$2,500
Total One-Time Fee	**$5,000**	**-$2,500**	**$2,500**

7.2 Payment Terms

The one-time migration fee shall be invoiced at the initiation of migration services for the Loan Management module. Payment terms shall follow those set forth in the Agreement. The migration fee is non-recurring and does not affect the recurring annual service fees payable under the Agreement.

7.3 Total Fee Authorization

The total amount payable by the City of Porterville under this Supplement is two thousand five hundred dollars ($2,500.00), inclusive of all discounts and exclusive of any future change orders mutually agreed in writing.

SUBJECT: Authorization to Advertise a Request for Proposals for a Downtown Sound System

SOURCE: City Manager's Office

COMMENT: Staff is requesting authorization to advertise a Request for Proposals (RFP) for the design, equipment procurement, and installation of a Downtown Sound System within the City's downtown area, including Centennial Park.

The proposed project is intended to enhance the downtown experience by providing a scalable, distributed outdoor public address and audio system capable of supporting community events, public announcements, background music, emergency notifications, advertisements, and other public communications. The system is intended to improve the functionality and atmosphere of the downtown area while supporting special events, tourism, business activity, and community engagement.

The proposed system would initially provide audio coverage across approximately six (6) city blocks within the downtown core, including Centennial Park. The project is intended to be scalable and expandable beyond the initial service area to accommodate future downtown improvements and community event needs.

The Request for Proposals will seek qualified firms capable of providing engineering design, system integration, equipment procurement, installation, testing, and implementation services for the project. The system design is anticipated to include:

- Engineered distributed audio coverage designed to minimize audio "hot spots" and dead zones;
- Zoned audio capabilities for independent control of various downtown areas;
- Outdoor-rated IP55 or higher speakers and equipment suitable for long-term exterior installation;
- Corrosion-resistant mounting hardware and components;
- IP-based speakers, amplifiers, digital signal processors (DSPs), controllers, and related infrastructure;

- Mounting speakers on existing downtown light poles where feasible; and
- Scalable infrastructure to support future expansion of the system.

The proposed RFP process will allow staff to evaluate qualified firms, technical approaches, system capabilities, long-term maintenance considerations, scalability, and project costs prior to returning to the City Council with a final recommended agreement for consideration.

Staff anticipates the RFP process, evaluation, and contract negotiations will take approximately three (3) months to complete. The anticipated project budget for the Downtown Sound System is approximately $150,000, provided through Measure I funding, subject to final design, equipment selection, and installation requirements.

The project supports the City's ongoing efforts to enhance downtown vibrancy, improve public event infrastructure, support economic activity, and create a more engaging public environment within the downtown area.

Staff anticipates returning to the City Council at a future meeting with a recommended proposal and associated project costs following completion of the RFP process.

RECOMMENDATION: That the City Council authorize staff to advertise a Request for Proposals for the design, procurement, and installation of a Downtown Sound System within the downtown area, including Centennial Park.

ATTACHMENTS: 1. RFP Downtown PA System

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Deputy City Manager

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

CITY OF PORTERVILLE

REQUEST FOR PROPOSALS FOR

Downtown PA System

RFP No. 26/27-XXXX

The City of Porterville, (hereinafter "City") is initiating this Request for Proposals (RFP) to solicit Proposals from companies or individuals that are qualified to provide design, equipment, software, installation and on-site training for an outdoor wireless sound system for a portion of downtown, in accordance with the terms and conditions set forth in this RFP, and any other term(s) and condition(s) in any contract subsequently awarded. The City intends to select one (1) qualified applicant to provide the full scope of this project for the City of Porterville. This document identifies the general scope and procedures in this process. Responding applicants must have relevant experience and the ability to provide the requisite professional services.

Submittal:	One PDF version must be received by:
	5:00 p.m., PST Monday, July 6, 2026
Addressed to:	City of Porterville
	Parks and Leisure Services
	Attention: Donnie Moore
	dmoore@ci.porterville.ca.us
Email Subject:	RFP No. 26/27-XXXX Downtown PA System

Late or incomplete Proposals will not be accepted and will be automatically disqualified from further consideration. All Proposals and any accompanying documentation become the property of the City of Porterville and will not be returned.

INQUIRIES:

Proposal forms may be inspected and electronically downloaded at no cost, at the Public Purchase website, https://www.publicpurchase.com. No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website. Proposals can also be submitted by email in a PDF format to dmoore@ci.porterville.ca.us.

Questions regarding this project are due no later than Monday, June 29, 2026.

The City of Porterville is an Equal Opportunity Employer.

I. INTRODUCTION

City, through its City Manager's Office, is initiating this RFP to solicit Proposals from companies or individuals that are qualified, licensed contractors to provide design, equipment, software, installation and on-site training for an outdoor wireless sound system for a portion of downtown, in accordance with the terms and conditions set forth in this RFP, and any other term(s) and condition(s) in any contract subsequently awarded. The selected company or individual shall be selected and determined through the City's review of each response, considering the factors identified in this RFP, and any other factors that it considers relevant to serving the best interests of the City and its mission.

II.MINIMUM QUALIFICATIONS

The Proposer must have a minimum of five (5) years of work providing similar services; strong communication skills; ample experience in providing invoices and paperwork related to the scope of service performed; and be able to provide the minimum categories and amounts of insurance required.

III. PERIOD OF PERFORMANCE

Subsequent to the selection of the awarded Proposer, the contents of the Proposal shall become a contractual obligation if a contract ensues. Failure of a Proposer to accept this obligation will result in the cancellation of the contract award. The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about August 2026, and to end on or about November 2026.

IV. SCOPE OF SERVICES

The City of Porterville is seeking Proposals from companies or individuals with experience in manufacturing and installing downtown PA systems. The contractor shall provide all labor, materials, equipment and testing necessary for a complete functional system covering approximately six City blocks on Main Street from Thurman Avenue to Olive Avenue. The services shall include, but not limited to the following:

1. Coordinate, arrange, and conduct meetings with City representatives.

2. Development of design plans and specifications tailored for even coverage using outdoor IP55 or higher rated equipment, corrosion resistant hardware. Design should be such that the system could be expanded beyond the initial goal.

3. Supply applicable equipment, hardware, and software.

4. Installation of all equipment, hardware, and software. Provide documentation of any electrical and networking requirements not provided by the bidding company.

5. Proposed background audio source, providing licensed access to music.

6. Provide training to operate the system.

7. Vendor/supplier shall comply with and shall require contractors and subcontractors to comply with all Local, State, and Federal regulations.

V. REJECTION OF PROPOSALS

The City reserves the right to reject all Proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the City.

VI. ADDENDA

It is the responsibility of Proposer to check the purchasing webpage https://www.publicpurchase.com for Addenda or other additional information that may be posted regarding this RFP.

VII. QUESTION DEADLINE

Questions regarding this project are due no later than Monday, June 29, 2026, through https://www.publicpurchase.com.

VIII. RESPONSE DATE

All Proposals shall be received by the City of Porterville by 5:00 p.m. PST on the Public Purchase website, or submitted by email in a PDF format to parks_leisure@ci.porterville.ca.us. by Monday, July 6, 2026.

IX. PROPOSALS

To be considered, Proposers must submit a complete response to this RFP using the format required on the Public Purchase website https://www.publicpurchase.com. One (1) original Proposal must be submitted to the City of Porterville's Code Enforcement Division via Public Purchase's website.

X. SELECTED COMPANY OR INDIVIDUAL RESPONSIBILITIES

The selected company or individual will be required to assume responsibility for all services offered in his/her Proposal, regardless of who produces them. Furthermore, the City will consider the selected company or individual to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

XI. CONTRACT PAYMENT

The selected company or individual will submit invoices to the City of Porterville's Finance Department. Payment for contract services entered into as a result of this RFP within shall be made within the timeframe specified in the contract.

XII. EQUAL OPPORTUNITY AFFIRMATIVE ACTION

The selected company or individual shall adhere to all federal and state regulations in respect to equal opportunity, affirmative action and minority representations. Minority companies and women owned business enterprises are encouraged to apply.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprise (DBE) will be afforded full opportunity to submit Proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, handicap, gender, religion or sexual orientation in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of contract.

XIII. PROPOSAL REQUIREMENTS

All Proposals shall be organized in the following manner:

A. Proposer's Contact Information

Name, address and telephone number of the Proposer. The name and title of the individual authorized to negotiate contract terms and make binding commitments shall be included.

B. Proposer Capacity and Experience

C. Proposer's Team Structure / Internal Controls

Provide a description of the Proposer's team structure. Provide an organizational chart of the company or individual indicating lines of authority for personnel involved in performance of this potential contract.

D. Experience of the Proposer

Indicate the experience the Proposer has in the following areas:

i. Indicate other relevant experience that indicates the qualifications of the Proposer, and any team members, for the performance of the potential contract.

ii. Include a list of contracts the Proposer has had during the last five (5) years that relate to the Proposer's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and e-mail addresses. The Proposer grants permission to the City to contact the list provided.

E. References

List names, addresses, telephone numbers, and e-mail addresses of three (3) businesses references for whom work has been accomplished and briefly describe the type of services provided. The Proposer grants permission to the City to contact the references provided. Do not include current City Staff as references. The City may evaluate references at the City's discretion.

F. Related Information

If the Proposer has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and if the issue of performance was either:

i. Not litigated due to inaction on the part of the Proposer, or

ii. Litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Proposer's position on the matter. The City will evaluate the facts and may, at its sole

discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Proposer in the past five (5) years, so indicate.

XIV.COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Proposer that proposes the least cost, but rather to the Proposer whose Proposal best meets the requirements of this RFP.

A. **Identification of Costs**
   Identify all costs, including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. At a minimum the cost proposal shall include professional service fees for implementation and related services, if any.

XV. EVALUATION CRITERIA

The Proposals received will be reviewed by City Staff. This RFP is competitive and priority will be given to Proposals that most closely meet the needs of the City. All Proposals will be fully considered and rated by the evaluation team. The City may use some or all of the following criteria in its evaluation of Proposals submitted. The following list of criteria is not necessarily an all-inclusive list. The order in which criteria appear is not intended to indicate their relative importance:

A. **Price**: Analysis of cost competitiveness.
B. **Responsiveness to RFP Requirements**: Quality of the information submitted in the Proposal based on completeness, relevance, conciseness and organization of material presented.
C. **Project Understanding**: The level to which the Proposer understands the needs of the City, and the scope of the RFP.
D. **Proposer's Experience**: Recent experience in providing similar golf management services to other public agencies.
E. **References**: Ability to provide references for the City's review.

The City may also contact and evaluate the Proposer's references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a Proposal; and seek and review any other information deemed pertinent to the evaluation process.

The City shall not be obligated to accept the lowest-priced Proposal, but shall make an award in the best interest of the City.

SUBJECT: Authorization to Award Annual Ferric Chloride Supply Contract

SOURCE: Public Works

COMMENT: The City of Porterville Wastewater Treatment Facility utilizes ferric chloride as part of the wastewater treatment process to control hydrogen sulfide concentrations in wastewater and digester gas. Continued availability of ferric chloride is critical to maintaining uninterrupted wastewater treatment operations and regulatory compliance.

The Air Board requires the Wastewater Treatment Facility to maintain control of hydrogen sulfide concentrations in digester gas as part of the facility's air quality compliance efforts. Continued use of ferric chloride is therefore necessary to assist the facility in maintaining compliance with applicable air quality requirements and operational standards.

In addition to supporting regulatory compliance, ferric chloride also assists in reducing odors and minimizing corrosion to treatment equipment and infrastructure caused by hydrogen sulfide. The continued use of ferric chloride helps protect critical wastewater infrastructure while supporting reliable plant operations.

Wastewater Treatment Facility staff solicited pricing proposals from three qualified vendors for the annual supply and delivery of ferric chloride. The quotes received were as follows:

Kemira Water Solutions	$0.270 per wet pound delivered
California Water Technologies	$0.282 per wet pound delivered
Brenntag Pacific	$0.420 per wet pound delivered

Based on the quotes received, Kemira Water Solutions submitted the lowest responsive quotation and is recommended for award of the Annual Ferric Chloride Supply Contract.

Staff is also requesting authorization to include an optional one-year extension to the agreement. The extension would be subject to mutual agreement between the City and the vendor regarding any pricing adjustments after the

initial contract term. Including the extension option provides operational continuity, purchasing flexibility, and procurement stability while helping ensure continued chemical availability for uninterrupted plant operations.

The projected annual expenditure for ferric chloride is approximately $100,000 and will be funded through the Wastewater Operating Budget.

RECOMMENDATION: That the City Council:
1. Award the Annual Ferric Chloride Supply Contract to Kemira Water Solutions Inc. for the submitted quote of $0.270 per wet pound delivered; and
2. Authorize the Public Works Director to execute the Annual Ferric Chloride Supply Contract, including an optional one-year extension subject to mutual agreement on future pricing adjustments, for an estimated annual expenditure of approximately $100,000 funded through the Wastewater Operating Budget.

ATTACHMENTS:
1. Kemira Quote
2. Calif. WaterTech. Quote
3. Brenntag Quote

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Public Works Director

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

kemira

Price Quote

Customer:	**City of Porterville, CA**	Date:	**2/23/2026**
Contact:	**Roberto C. ALVAREZ & Daniel HARRIS**	Sold-to:	**174242**
Phone:	**(559) 782-7505 / (559) 333-6619**	Ship-to	**174243**
Email:	**ralvarez@ci.porterville.ca.us** **dharris@ci.porterville.ca.us**	Account manager:	**Melanie Lefebvre**

Object: **Price quotation for the supply and delivery of :** **PIX-311**

Dear Mr. Roberto C. ALVAREZ & Daniel HARRIS

Kemira is pleased to provide you pricing for the following:

Material:	**NSF FERRIC CHLORIDE 13.8%FE**	SAP# 42768
Price:	**$0.270 / Wet LB**	PPD Prepaid & Delivered
Minimum Quantity:	**47,000 Wet LB**	Full Truckload
Validity: **	From **03/01/2026** to **02/28/2027**	
Lead time:	Varies between 4 and 6 working days / ***Confirmed on order***	
Payment term:	Net thirty / Taxes Extra	

* Pricing includes 2 hours for unloading upon arrival; additional demurrage ($100/hr) may apply to accomodate customer situation beyond initial period.
* Additional freight and handling charges may apply for any returned or re-directed product.
* Up to an additional $300 per order for split deliveries or special unloading requirements. Repackaging charge of $250.00 when unloading tank truck to IBC totes. The customer personnel must dispense the material into the IBC, the truck driver shall remain at the tank truck operating the tank.

For all inquiries and / or orders, please contact us at:

To place an order with our customer service department		
Phone	1-800-927-3950	*For emergencies outside business hours.*
Email	IW-customerservice@kemira.com	*Opening hours 8:00 am to 6:00 pm, Monday to Friday.*

Thank you for working with Kemira.

***Although the noted pricing is valid as indicated above, based on current market situation, pricing may be subject to adjustment if market conditions unforeseeably change. However, we will make every effort to hold pricing for the period mentioned above.*

MELANIE LEFEBVRE

Sr. Account manager
Urban Water, Water, NA

Phone +1 450 809 0183
Mobile +1 514 229 7936
melanie.lefebvre@kemira.com

california water technologies LLC
8851 Dice Road Santa Fe Springs, CA 90670
Telephone: (866) 337-7427 Fax: (562) 698-6165

May 4, 2026

Daniel Harris
Wastewater Utilities Superintendent
City of Porterville, CA.

Dear James,

California Water Technologies appreciates the opportunity to provide the City of Porterville with a Ferric Chloride contract pricing proposal for the next fiscal year. We are pleased to offer assurance of contract supply to the City of Porterville with this proposal.

Product:	Liquid Ferric Chloride, 41% Ferric Chloride Solution, NSF60 Certified, Drinking Water Grade
Price:	$0.282 per wet pound. Delivered in full tanker loads (~47k lbs.)
Effective Dates:	7/1/26-6/30/27

Thanks again for the opportunity to provide this proposal. We look forward to your response.

Jeremy Rosenfeld/ Regional Sales Manager

Good Morning Daniel,

I hope you had a good weekend.
Please find our quote below.
Tax is not included.
Pricing firmness is through 12/31/2026 – we will ask for an updated quote from our Supplier at the end of this term.

Kindly advise if moving forward with Brenntag.
We may need to conduct a site audit before first delivery.

Brenntag Pacific Price Quotation – 5/11/2026 – Minimum Order Charge is $800 Per Invoice.

?

Product	WPG	Product Code	Package Size	Quantity	Price
Ferric Chloride 38-42% NSF	11.75 lbs/gal	475209	bulk	47,000 lbs	0.4200/lb

Delivered to **Porterville, CA**

Unless otherwise noted or agreed to by us in writing, the above price(s) is/are subject to change upon written notice.
Terms & Conditions can be found at http://bna.brenntag.com/Terms/Terms?req=OESWIIGPDRHSSISDIRT

****Given current market conditions, PO pricing may be subject to change upon Supplier announcement.**

Much Appreciated, Daniel,

Raemund Ruiz
Account Manager
Brenntag Essentials North America LA Basin

SUBJECT: Authorization to Award Annual Wastewater Treatment Polymer Supply Contract

SOURCE: Public Works

COMMENT: The City of Porterville Wastewater Treatment Facility utilizes polymer as part of the sludge dewatering process associated with wastewater treatment operations. Continued availability of polymer is critical to maintaining uninterrupted sludge dewatering operations at the Wastewater Treatment Facility.

The polymer-assisted dewatering process improves solids handling efficiency, reduces drying time, and helps minimize sludge hauling and disposal costs associated with wastewater treatment operations. Polymer is utilized within the Wastewater Treatment Facility's screw press dewatering system, which assists in separating water from anaerobically digested solids during treatment operations.

The polymer treatment process assists the screw press in increasing solids concentration from approximately 1.5% to greater than 17%, significantly improving the efficiency of the sludge drying and handling process.

Wastewater Treatment Facility staff solicited pricing proposals from three qualified vendors for the annual supply and delivery of polymer utilized within the sludge dewatering process. The quotes received were as follows:

Solenis, LLC	$1.65/ pound delivered
Aqua Ben Corporation	$1.95/ pound delivered
Univar Solutions	Declined to submit a quote

Based on the quotes received, Solenis, LLC submitted the lowest responsive quotation and is recommended for award of the Annual Wastewater Treatment Polymer Supply Contract.

Staff is also requesting authorization to include an optional one-year extension

to the agreement. The extension would be subject to mutual agreement between the City and the vendor regarding any pricing adjustments after the initial contract term. The optional extension provides procurement stability and operational continuity while helping ensure uninterrupted chemical supply availability for wastewater treatment operations.

The projected annual expenditure for the polymer contract is approximately $250,000 and will be funded through the Wastewater Operating Budget.

RECOMMENDATION: That the City Council:
1. Award the Annual Wastewater Treatment Polymer Supply Contract to Solenis, LLC for the submitted quote of $1.65 per pound delivered for polymer; and
2. Authorize the Public Works Director to execute the Annual Wastewater Treatment Polymer Supply Contract, including an optional one-year extension subject to mutual agreement on future pricing adjustments, for an estimated annual expenditure of approximately $250,000 funded through the Wastewater Operating Budget.

ATTACHMENTS:
1. Solenis Quote
2. Aqua ben Quote

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Public Works Director

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

solenis.com

Dane Marcelletti
Authorized Agent
Southwest and Hawaii Area
California Environmental

Mobile: (805)660-8345
Email: dane@ced.biz

Dear Mr. Harris,

Solenis, LLC. is pleased to quote The City of Porterville $1.65 per pound for our Praestol K 290FLX Cationic Emulsion Polymer. This price includes freight but does not include any applicable taxes. This product will be stored in our Compton, CA warehouse.

This price will be held firm until June 30th 2027.

Thank you,



Dane Marcelletti

Quotation

AQUA BEN CORPORATION
1390 N Manzanita St.
Orange, CA 92867
Phone (714) 771-6040 Fax (714) 771-1465

DATE 5/1/2026
Quotation # 4292026
Customer ID PortV

Quotation For:
Daniel Harris
Water Utilities Superintendent
City of Porterville
1333 W. Grand Ave
Porterville, CA 93257
(559)782-7501

Quotation valid until: Annual Contract
Prepared by: JSW

Comments or Special Instructions: None

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
CLP			LTL	Destination	Net 30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	HF 714M in 2300 lb. totes	$ 4,485.00	T	$ 4,485.00
	$1.95 / lb. Delivered			
	Delivered one at a time			
	This price will be valid for annual			
	contract 7-1-2026 to 6-30-2027			

SUBTOTAL	$ 4,485.00
TAX RATE	9.25%
SALES TAX	414.86
OTHER	-
TOTAL	$ 4,899.86

If you have any questions concerning this quotation, contact Carolyn Pecht, at 949-689-4907 or carpecht@sbcglobal.net

THANK YOU FOR YOUR BUSINESS!

SUBJECT: Adoption of the Annual State Senate Bill 1205 Fire Inspection Compliance Resolution

SOURCE: Fire

COMMENT: California Health and Safety Code Sections 13146.2 and 13146.3 require fire departments that provide fire protection services to conduct annual inspections of public and private schools, hotels, motels, lodging houses, apartment buildings, and certain residential occupancies to ensure compliance with building and fire safety standards. Senate Bill 1205 (SB 1205), enacted following the December 2016 Ghost Ship Fire, established additional annual reporting requirements intended to improve transparency and accountability regarding State-mandated fire inspections.

During calendar year 2025, the Porterville Fire Department conducted inspections of forty (40) identified Educational Group E occupancies within the City of Porterville, including multiple buildings, structures, and facilities inspected in accordance with State mandate. Educational Group E occupancies generally include public and private schools used by more than six individuals at any one time for educational purposes through the 12th grade, as well as certain daycare facilities.

During calendar year 2025, the Porterville Fire Department also conducted inspections of forty-seven (47) Residential Group R-1 and R-2 occupancies in accordance with State mandate. Residential Group R occupancies generally include hotels, motels, apartment buildings containing three or more dwelling units, lodging houses, and certain residential care facilities.

The Fire Department continues to improve its inspection tracking, occupancy classification, and records management processes to enhance long-term compliance with State inspection mandates. Occupancies identified as incorrectly classified are corrected, and additional occupancies continue to be identified, inspected, and entered into the Department's records management system. The Department anticipates these inspection totals will continue to fluctuate, with a general trend toward an increase as annexations and new development occur within the community.

A limited number of inspections may remain open due to pending violation corrections, parts availability, or scheduling delays with contractors. Prevention staff continues to work closely with property owners and responsible parties to ensure outstanding violations are corrected, and inspections are completed as soon as practicable.

California Health and Safety Code Section 13146.4 requires fire departments to annually report compliance with State-mandated inspections to their administering authority and requires the governing body to acknowledge receipt of the report through adoption of a resolution or similar formal action.

The Fire Chief recommends that the City Council adopt the Annual Senate Bill 1205 Fire Inspection Compliance Resolution regarding the Porterville Fire Department's inspection of specific buildings and occupancies pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.

RECOMMENDATION: That the City Council adopt the Annual Senate Bill 1205 Fire Inspection Compliance Resolution regarding the Porterville Fire Department's inspection of specific buildings and occupancies pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.

ATTACHMENTS:

1. SB1205 2025 Fire Inspections
2. Draft Resolution
3. SB1205 text

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Fire Chief

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

Inspection Count for Date Range for Category-Subcategory for Zone for Inspection Type for Inspection Result for Observation Value

Inspection Type: All Inspection Types | Occupancy Categories: All Categories | Start Date: 01/01/2025 | End Date: 12/31/2025

Category/Subcategory	Annual	Reinspection	Total Count (All Selected)	FAIL	NOT OBSERVED	PASS	VIOLATION CLEARED
Assembly Group A / A-1 Theaters / Performing Arts	1	1	**2**	3	0	0	3
Assembly Group A / A-2 Food and Drink	26	19	**45**	76	0	0	29
Assembly Group A / A-3 Worship and Recreation	2	3	**5**	3	0	0	2
Assembly Group A / A-5 Outdoor Sporting Events	1	1	**2**	4	0	1	3
Assembly Group A / S-2 Storage of Non-Combustible materials	1	0	**1**	4	0	0	0
Business Group B / Business Group B	25	21	**46**	74	0	5	38
Educational Group E / College	2	1	**3**	30	0	0	6
Educational Group E / Daycare with more than 5 children age 2.5 or older Group E	6	2	**8**	2	0	0	2
Educational Group E / Elementary School	21	26	**47**	74	0	4	77
Educational Group E / High School	8	11	**19**	80	0	0	75
Educational Group E / Middle School	3	4	**7**	11	0	0	10
Factory Industrial Group F / F2 Low-hazard	1	2	**3**	6	0	9	0
Imported / Imported	1	0	**1**	2	0	0	0
Mercantile Group M / Business Group B	4	5	**9**	18	0	0	10
Mercantile Group M / Mercantile Group M	29	40	**69**	132	0	7	78
Mercantile Group M / Service Stations	9	22	**31**	68	0	4	65
Residential Group R / R-1 Hotels / Motels	6	3	**9**	9	0	0	28
Residential Group R / R-2 Apartments	39	5	**35**	25	7	327	22
Residential Group R / R-4 Assisted Living (more than 5 but less than 16 (excluding staff)	2	0	**1**	2	0	0	0
Storage Group S / S-1 Moderate-hazard (Car Garages)	2	0	**2**	6	0	1	0
Total	**189**	**166**	**345**	**629**	**7**	**358**	**448**

*State Mandated Occupancies required for annual reporting pursuant to SB1205

RESOLUTION NO. _____- 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ACKNOWLEDGING RECEIPT OF THE FIRE CHIEF'S ANNUAL REPORT REGARDING THE PORTERVILLE FIRE DEPARTMENT'S INSPECTION OF SPECIFIC BUILDINGS AND OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health & Safety Code Section 13146.4 became effective on January 1, 2019 and requires that an annual report of fire inspections conducted by the Fire Department be presented to the City Council for acknowledgement; and

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 require all fire departments, including the Porterville Fire Department, that provide fire protection services, to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the Porterville Fire Department, that provide fire protection services, to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the City Council of the City of Porterville intends this Resolution to fulfill the requirements of California Health & Safety Code regarding acknowledgment of the Porterville Fire Department's compliance with California Health & Safety Code Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED:

SECTION l. REPORT RECEIVED:

That the City Council of the City of Porterville acknowledges receipt of the Fire Department's annual inspections report for Calendar Year 2025 and recognizes the measure of compliance achieved by the Porterville Fire Department with California Health & Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City of Porterville, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Porterville, during the 2025 calendar year, there were forty (40) identified Group E occupancies inspected, including multiple buildings, structures, and facilities inspected in accordance with State mandate.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including several residential care facilities). These residential care facilities have numerous sub- classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non- ambulatory or bedridden. During the 2025 calendar year, there were forty-seven (47) Group R-1 and R-2 inspected in accordance with State mandate

PASSED, APPROVED AND ADOPTED this 2nd day of June, 2026

_____

Greg Meister, Mayor

ATTEST:

Rich Tree, City Clerk

By _____

Fernando Gabriel-Moraga,

Chief Deputy City Clerk

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Senate Bill No. 1205

CHAPTER 854

An act to add Section 13146.4 to the Health and Safety Code, relating to fire protection.

[Approved by Governor September 27, 2018. Filed with Secretary of State September 27, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1205, Hill. Fire protection services: inspections: compliance reporting.

Existing law requires the chief of any city or county fire department or district providing fire protection services and his or her authorized representatives to inspect every building used as a public or private school within his or her jurisdiction, for the purpose of enforcing specified building standards, not less than once each year, as provided. Existing law requires every city or county fire department or district providing fire protection services that is required to enforce specified building standards to annually inspect certain structures, including hotels, motels, lodging houses, and apartment houses, for compliance with building standards, as provided.

This bill would require every city or county fire department, city and county fire department, or district required to perform the above-described inspections to report annually to its administering authority, as defined, on the department's or district's compliance with the above-described inspection requirements, as provided. The bill would require the administering authority to acknowledge receipt of the report in a resolution or a similar formal document. To the extent this bill would expand the responsibility of a local agency, the bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

The people of the State of California do enact as follows:

SECTION 1. Section 13146.4 is added to the Health and Safety Code, to read:

13146.4. (a) Every city or county fire department, city and county fire department, or district required to perform an annual inspection pursuant

to Sections 13146.2 and 13146.3 shall report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.

(b) The report made pursuant to subdivision (a) shall occur when the administering authority discusses its annual budget, or at another time determined by the administering authority.

(c) The administering authority shall acknowledge receipt of the report made pursuant to subdivision (a) in a resolution or a similar formal document.

(d) For purposes of this section, "administering authority" means a city council, county board of supervisors, or district board, as the case may be.

SEC. 2. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

O

SUBJECT: Authorization to Operate a Fare-Free Freedom Fest Shuttle Service on July 3, 2026

SOURCE: City Manager's Office

COMMENT: In conjunction with the 2026 Freedom Fest event, staff is requesting authorization to extend transit service hours and operate a dedicated fare-free shuttle service between the downtown Porterville Transit Center and the Porterville Sports Complex. The shuttle route will also incorporate an additional stop at the existing transit location on the south side of the Lowe's parking lot.

The "Freedom Express" shuttle service will operate from 3:00 p.m. to 10:00 p.m., departing approximately every 40 minutes from the Transit Center and the Sports Complex. The last shuttle is anticipated to depart from the Transit Center at 7:40 p.m., and from the Lowe's stop at 7:50 p.m. Transit staff will monitor ridership throughout the event and adjust vehicle deployment as necessary to ensure all passengers are transported back to the Transit Center or their nearest bus stop by the conclusion of the event.

The shuttle service is intended to reduce traffic congestion, improve event accessibility, and provide additional parking flexibility during the Freedom Fest event.

City staff will coordinate with transit staff during the event regarding implementation of supplemental shuttle service from the Tulare County Fairgrounds to the Sports Complex should parking at the Sports Complex reach capacity and additional overflow parking become necessary.

Additionally, fixed-route transit buses will operate one additional evening route, concluding at approximately 8:20 p.m., to support increased ridership demand associated with the event.

In support of the community event, the City's transit contractor, SM Transit, has offered to cover the estimated labor costs associated with the extended transit services at no cost to the City. The total estimated labor cost for the event is approximately $2,000.

All passengers under the age of thirteen (13) will be required to be accompanied by a parent or responsible adult in order to board and ride the Freedom Express shuttle. This policy is consistent with the City's commitment to passenger safety and will be posted on-site and included in public communications leading up to the event.

This extended transit service has been successfully provided during prior Freedom Fest events and continues to receive positive feedback from the public.

RECOMMENDATION: That the City Council authorize staff to operate a fare-free shuttle route between the Porterville Transit Center and the Porterville Sports Complex from 3:00 p.m. to 10:00 p.m. on July 3, 2026, to provide alternative transportation services for the Freedom Fest event.

ATTACHMENTS: 1. Locator Map

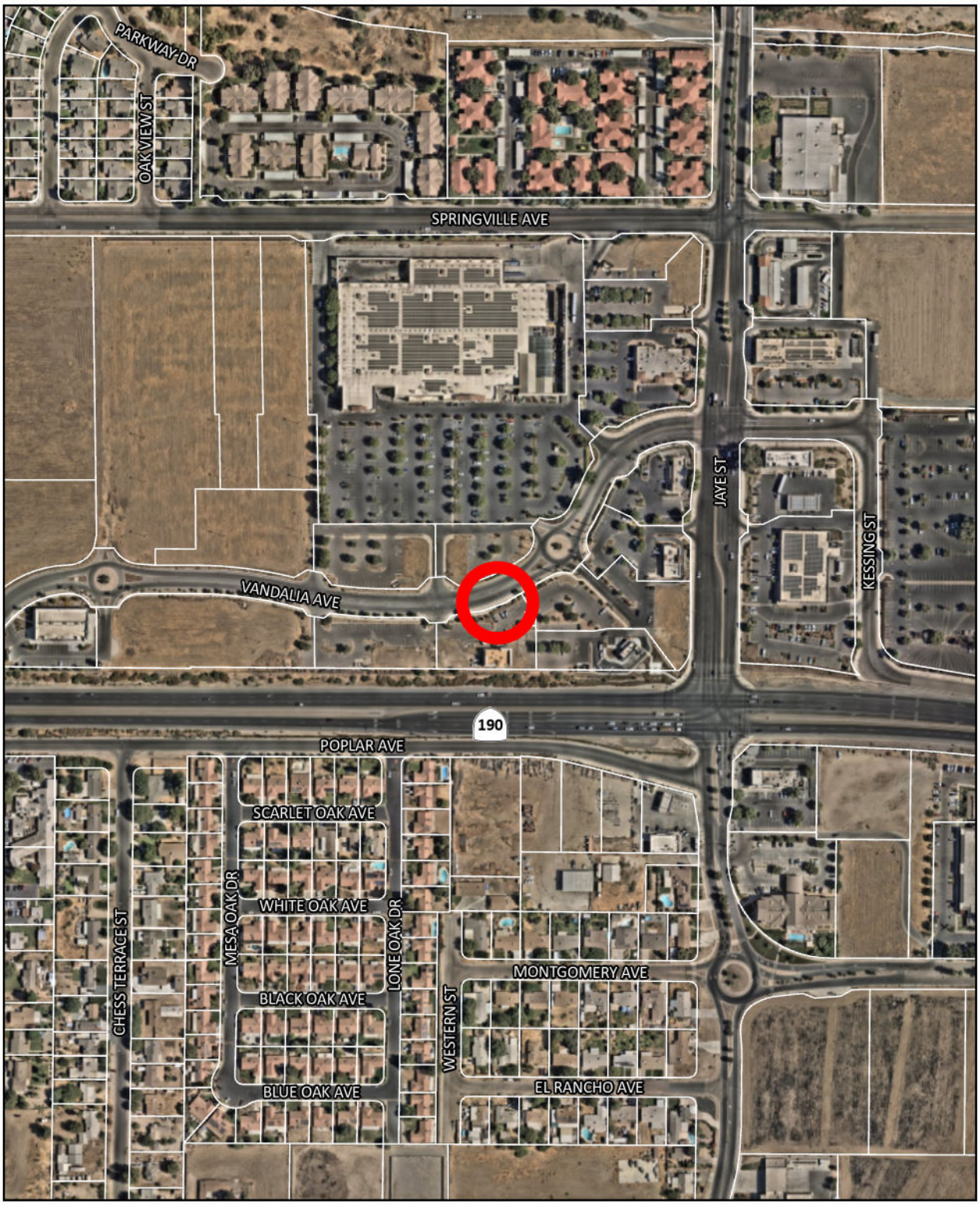
Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

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

Freedom Fest
Shuttle Transit Stop



1 in = 375 feet

N

Date Printed: 5/18/2026 by the Community Development Department

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: At its meeting of May 19, 2026, the City Council directed staff to return with formal consideration of funding requests for the Local Initiatives Navigation Center (LINC) Program and the Kings View Homeless Reunification Program.

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

The first request is for $5,000 to the Local Initiatives Navigation Center (LINC) Program to assist with various community projects, outreach efforts, and support services benefiting individuals experiencing homelessness and related community needs. Proposed uses of the funding include vision care assistance, bottled water during summer months, shade pop-up canopies, and informational signage to support outreach and community services.

The second request is for $5,000 to Kings View Behavioral Health to assist with its Homeless Reunification Program, which focuses on reconnecting individuals experiencing homelessness with family members. Funding would be utilized for family gathering events, reunification support activities, and programs intended to strengthen and rebuild family relationships and support systems.

The proposed funding source for both requests 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 for the purpose of supporting one-time City special events, projects, and/or purposes that benefit the community.

Staff believes the proposed funding requests are consistent with the intent and purpose of the Special Purposes Reserve Fund because the programs provide community-based assistance, outreach, stabilization services, and

family support efforts intended to benefit vulnerable populations within the community.

Draft resolutions authorizing the appropriation of funds from the City's Special Purposes Reserve Fund for each program are provided herein for City Council consideration.

RECOMMENDATION: That the City Council:
1. Adopt the draft resolution authorizing an appropriation not to exceed $5,000 from the City's Special Purposes Reserve Fund for the Local Initiatives Navigation Center (LINC) Program; and
2. Adopt the draft resolution authorizing an appropriation not to exceed $5,000 from the City's Special Purposes Reserve Fund for the Kings View Homeless Reunification Program.

ATTACHMENTS:
1. Draft Resolution - LINC
2. Draft Resolution - Kings View

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 THE LOCAL INITIATIVES NAVIGATION CENTER (LINC) PROGRAM

WHEREAS, the City Council desires to support community-based programs that provide assistance and support services to individuals experiencing homelessness and related community needs; and

WHEREAS, the Local Initiatives Navigation Center (LINC) Program provides outreach, support services, and community-based assistance benefiting vulnerable populations within the community, including vision care assistance, bottled water during summer months, shade pop-up canopies, and informational signage supporting outreach efforts; 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 financial assistance to the Local Initiatives Navigation Center (LINC) Program 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 Five Thousand Dollars ($5,000) from the City's Special Purposes Reserve Fund for Fiscal Year 2025/2026 is hereby approved for the Local Initiatives Navigation Center (LINC) Program.

PASSED, **APPROVED**, **AND ADOPTED** this 2nd day of June, 2026.

_____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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

RESOLUTION NO. _____-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE SPECIAL PURPOSES RESERVE FUND FOR THE KINGS VIEW HOMELESS REUNIFICATION PROGRAM

WHEREAS, the City Council desires to support community-based programs that provide assistance and support services to individuals experiencing homelessness and related community needs; and

WHEREAS, the Kings View Homeless Reunification Program assists individuals experiencing homelessness by reconnecting them with family members or support systems as part of broader stabilization efforts, including family gathering events, reunification support activities, and programs intended to strengthen and rebuild family relationships and support systems; 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 financial assistance to the Kings View Homeless Reunification Program 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 Five Thousand Dollars ($5,000) from the City's Special Purposes Reserve Fund for Fiscal Year 2025/2026 is hereby approved for the Kings View Homeless Reunification Program.

PASSED, **APPROVED**, **AND ADOPTED** this 2nd day of June, 2026.

_____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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

SUBJECT: Authorization to Submit FY 2025–2026 Low Carbon Transit Operations Program (LCTOP) Cycle A & B Applications for Transit Fleet Replacement Vehicles

SOURCE: Transportation

COMMENT: The Low Carbon Transit Operations Program (LCTOP), administered by the California Department of Transportation (Caltrans), provides funding for transit projects that reduce greenhouse gas emissions and improve mobility, particularly within disadvantaged and low-income communities.

Staff is requesting authorization to submit Fiscal Year (FY) 2025–2026 LCTOP Cycle A and Cycle B funding applications to support the phased replacement of aging transit fleet vehicles utilized for demand-response transit services.

The proposed project includes the purchase of six (6) replacement hybrid transit vans over a three-year period, with two (2) vehicles anticipated to be procured annually. The replacement vehicles will continue to provide ADA-accessible transportation services and are intended to replace aging gasoline-powered vehicles that have exceeded their useful life and are experiencing increasing maintenance costs, reduced reliability, and service downtime.

The proposed replacement vehicles are anticipated to improve fuel efficiency, reduce greenhouse gas emissions, improve transit reliability, and lower long-term maintenance and operating costs. The project also supports continued transit accessibility for disadvantaged and low-income populations within the Porterville Transit service area, including East Porterville and surrounding communities identified within the State's priority population mapping tools.

For FY 2025–2026, the LCTOP program transitioned to a two-cycle funding structure, allowing transit agencies greater flexibility in coordinating project delivery schedules and vehicle procurement timelines. The City of Porterville intends to utilize both funding cycles as part of the phased fleet replacement strategy.

The FY 2025–2026 LCTOP allocations include:

- Cycle A: $117,602
- Cycle B: $62,298

The total FY 2025–2026 LCTOP funding request is $179,900. Over the three-year phased replacement program, the City anticipates utilizing approximately $539,700 in LCTOP funding for vehicle procurement and associated transit equipment and improvements.

The project is anticipated to significantly reduce greenhouse gas emissions over the useful life of the replacement vehicles while improving overall transit system efficiency and reliability. Application materials estimate approximately 817 metric tons of greenhouse gas emission reductions associated with the project.

As required by the LCTOP program, the City Council must approve the Certifications and Assurances and Authorized Agent forms authorizing designated staff to execute grant-related documents and administer the program on behalf of the City.

Staff anticipates returning to the City Council annually for approval of future LCTOP application packages associated with the phased fleet replacement program and future funding allocations.

RECOMMENDATION: That the City Council:
1. Approve submission of the Fiscal Year 2025–2026 Low Carbon Transit Operations Program (LCTOP) Cycle A and Cycle B applications for the phased replacement of transit fleet vehicles, including the purchase of replacement hybrid transit vans; and
2. Adopt the draft Resolution authorizing execution of the Certifications and Assurances and Authorized Agent forms for the Low Carbon Transit Operations Program; and
3. Authorize the City Manager or designee to execute all required grant documents.

ATTACHMENTS:
1. Cycle A FY25-26 Allocation Request Package
2. FY25-26 Certifications, Assurances, and Authorized Agent Forms

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

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

LCTOP FY 2025-2026 Allocation Request Cycle A

FY 2025-2026 LCTOP:	Cycle A	Is your Cycle A and Cycle B project the same?	Yes

Lead Agency Information

Lead Agency Name:	City of Porterville
Address:	291 N. Main Street
City, State, Zip Code:	Porterville, CA 93257
County:	Tulare
Agency Website:	https://www.ci.porterville.ca.us/departments/porterville_transit/index.php
Regional Planning Agency:	Tulare County Association of Governments
Caltrans District:	06

Does your agency have an approved Title VI Plan?	Yes	Approved Date:	09/26/25	Title VI Attached:	Yes

Allocation Request Prepared by	
Name:	Teresa Avitia
Title:	Grants & Procurement Coordinator
Phone #:	559-258-0861
E-mail:	tavitia@ci.porterville.ca.us

Contact *(if different than "Prepared by")*	
Name:	Russell Isom
Title:	Director of Transportation
Phone #:	559-782-7597
E-mail:	risom@ci.porterville.ca.us

Authorized Agent	
Name:	Russell Isom
Title:	Director of Transportation
Phone #:	559-782-7597
E-mail	risom@ci.porterville.ca.us

Legislative District Numbers								
Assembly*:	33							
Senate*:	16							
Congressional*:	22							

*if you have additional Districts, please provide a separate attachment

Project Summary

Name: *No more than 2 lines*	City of Porterville Transit will use LCTOP funds over three years to purchase six (6) replacement transit hybrid vans, acquiring two (2) vans per year.
Description (Short): *No more than 375 characters.*	City of Porterville Transit will use LCTOP funds over three years to procure six transit vans (two annually) to improve service and reduce GHG emissions. The project prioritizes zero-emission vehicles, with hybrids as needed, and benefits disadvantaged communities by improving access to essential services and reliable transit.
Type:	Capital
Sub-Type:	Purchase of replacement zero-emission vehicle(s) (may include equipment/infrastructure)

Start date *(anticipated)* :	12/31/2026	**End date** *(anticipated)* :	12/31/2030

Funding:	**99313:**	$157,731	**99314:**	$19,871	**Total:**	$177,602

Rollover Projects: Please provide the total number of years your agency plans to accumulate funds and how many years remaining, include this year.	**Rollover Project:**	Yes
	Total Years of Rollover:	4
	Remaining Years of Rollover:	3

Project Life: For capital projects, state the project useful life in **years**. For operation projects, state the number of **months** a service will be funded.	**Capital:**	5	**Years**
	Operations:	0	**Months**

LCTOP FY 2025-2026 Allocation Request Cycle A

Funding Information

Allocation Yr	Prior	FY 25-26 (A)	FY 25-26 (B)	FY 26-27	FY 27-28	FY 28-29	Total
PUC 99313:		$107,731	$57,095	$164,826	$164,826		$494,478
PUC 99314:		$9,871	$5,203	$15,074	$15,074		$45,222
Total LCTOP:	**$0**	**$117,602**	**$62,298**	**$179,900**	**$179,900**	**$0**	**$539,700**
LCTOP Interest:							$0
Other GGRF:							$0
Total CCI:	**$0**	**$117,602**	**$62,298**	**$179,900**	**$179,900**	**$0**	**$539,700**
Other Funds:							$0
Total:	**$0**	**$117,602**	**$62,298**	**$179,900**	**$179,900**	**$0**	**$539,700**

Lead Agency:	City of Porterville	**Amount:**	**PUC Funds Type:**
Contact Person:	Russell Isom		99313
Contact Phone #:	559-782-7597	$15,074	99314
Contact E-mail:	risom@ci.porterville.ca.us		

Contributing Sponsor:	Tulare County Association of Governments	**Amount:**	**PUC Funds Type:**
Contact Person:	Ted Smalley	$164,826	99313
Contact Phone #:	559-623-0423		99314
Contact E-mails:	tsmalley@tularecag.ca.gov		

Contributing Sponsor:		**Amount:**	**PUC Funds Type:**
Contact Person:			99313
Contact Phone #:			99314
Contact E-mails:			

Contributing Sponsor:		**Amount:**	**PUC Funds Type:**
Contact Person:			99313
Contact Phone #:			99314
Contact E-mails:			

Contributing Sponsor:		**Amount:**	**PUC Funds Type:**
Contact Person:			99313
Contact Phone #:			99314
Contact E-mails:			

	Total FY 24-25 LCTOP Funding	**$179,900**

Fully Funded Project: Provide a description of all the funds that will be used to complete this project and how LCTOP funds will not supplant other funding sources. Include the project ID and awarded funding amount from prior rollover years.

City of Porterville Transit will use LCTOP funds over a three-year period to purchase six (6) transit vans, acquiring two (2) annually, to replace gasoline-powered vehicles reaching the end of their useful life. The fleet will prioritize low- and zero-emission vehicles, including hybrid options as needed, to improve service reliability and reduce greenhouse gas emissions while maintaining consistent transit operations.

Detailed Funding Information: This section should be completed to detail any CAP funds included in the "Prior" column, include the Project ID, amount of funds transferred, and CAP approval date(if available).

N/A

LCTOP FY 2025-2026 Allocation Request Cycle A

Funding Plan

Total Project Funding							
Component	**Prior**	**FY 25-26 (A)**	**FY 25-26 (B)**	**FY 26-27**	**FY 27-28**	**FY 28-29**	**Total**
PA&ED	$0	$0	$0	$0	$0	$0	$0
PS&E	$0	$0	$0	$0	$0	$0	$0
R/W	$0	$0	$0	$0	$0	$0	$0
CON	$0	$0	$0	$0	$0	$0	$0
Veh/Equip Purchase	$0	$117,602	$62,298	$179,900	$179,900	$0	$539,700
Operations/Other	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$117,602**	**$62,298**	**$179,900**	**$179,900**	**$0**	**$539,700**

Funding Source:	Low Carbon Transit Operations Program (LCTOP)						
Component	**Prior**	**FY 25-26 (A)**	**FY 25-26 (B)**	**FY 26-27**	**FY 27-28**	**FY 28-29**	**Total**
PA&ED							**$0**
PS&E							**$0**
R/W							**$0**
CON							**$0**
Equipment Purchase		$117,602	$62,298	$179,900	$179,900		**$539,700**
Operations/Other							**$0**
TOTAL	**$0**	**$117,602**	**$62,298**	**$179,900**	**$179,900**	**$0**	**$539,700**

Funding Source:							
Component	**Prior**	**FY 25-26 (A)**	**FY 25-26 (B)**	**FY 26-27**	**FY 27-28**	**FY 28-29**	**Total**
PA&ED							**$0**
PS&E							**$0**
R/W							**$0**
CON							**$0**
Equipment Purchase							**$0**
Operations/Other							**$0**
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Funding Source:							
Component	**Prior**	**FY 25-26 (A)**	**FY 25-26 (B)**	**FY 26-27**	**FY 27-28**	**FY 28-29**	**Total**
PA&ED							**$0**
PS&E							**$0**
R/W							**$0**
CON							**$0**
Equipment Purchase							**$0**
Operations/Other							**$0**
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Funding Source:							
Component	**Prior**	**FY 25-26 (A)**	**FY 25-26 (B)**	**FY 26-27**	**FY 27-28**	**FY 28-29**	**Total**
PA&ED							**$0**
PS&E							**$0**
R/W							**$0**
CON							**$0**
Equipment Purchase							**$0**
Operations/Other							**$0**
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

LCTOP FY 2025-2026 Allocation Request Cycle A

Funding Plan

Funding Source:							
Component	**Prior**	**FY 25-26 (A)**	**FY 25-26 (B)**	**FY 26-27**	**FY 27-28**	**FY 28-29**	**Total**
PA&ED							$0
PS&E							$0
R/W							$0
CON							$0
Equipment Purchase							$0
Operations/Other							$0
TOTAL	$0	$0	$0	$0	$0	$0	$0

Funding Source:							
Component	**Prior**	**FY 25-26 (A)**	**FY 25-26 (B)**	**FY 26-27**	**FY 27-28**	**FY 28-29**	**Total**
PA&ED							$0
PS&E							$0
R/W							$0
CON							$0
Equipment Purchase							$0
Operations/Other							$0
TOTAL	$0	$0	$0	$0	$0	$0	$0

Funding Source:							
Component	**Prior**	**FY 25-26 (A)**	**FY 25-26 (B)**	**FY 26-27**	**FY 27-28**	**FY 28-29**	**Total**
PA&ED							$0
PS&E							$0
R/W							$0
CON							$0
Veh/Equip Purchase							$0
Operations/Other							$0
TOTAL	$0	$0	$0	$0	$0	$0	$0

Funding Source:							
Component	**Prior**	**FY 25-26 (A)**	**FY 25-26 (B)**	**FY 26-27**	**FY 27-28**	**FY 28-29**	**Total**
PA&ED							$0
PS&E							$0
R/W							$0
CON							$0
Veh/Equip Purchase							$0
Operations/Other							$0
TOTAL	$0	$0	$0	$0	$0	$0	$0

Funding Source:							
Component	**Prior**	**FY 25-26 (A)**	**FY 25-26 (B)**	**FY 26-27**	**FY 27-28**	**FY 28-29**	**Total**
PA&ED							$0
PS&E							$0
R/W							$0
CON							$0
Equipment Purchase							$0
Operations/Other							$0
TOTAL	$0	$0	$0	$0	$0	$0	$0

LCTOP FY 2025-2026 Allocation Request Cycle A

Project Information

1) Project Description - Provide a comprehensive project description. For operations projects, include: **#of trips, span, frequency improvements, days of operation and marketing component (if applicable).** For capital projects, include: **product specifications** and identify all **LCTOP funded components**. ***No more than 14 lines.***

The City of Porterville Transit will utilize LCTOP funds over a three-year period to procure six (6) replacement transit vans, acquiring two (2) vehicles annually for fixed-route and demand-response services. The proposed vehicles will be 2025 BraunAbility Sienna Rear Entry – 4 Passenger wheelchair-accessible minivans (or equivalent), designed to meet ADA and operational requirements.

Each vehicle will be ADA-compliant and equipped with a rear-entry ramp system and mobility device securement areas. The project includes procurement, delivery, and preparation for revenue service, including installation of transit equipment such as security cameras, two-way radios, fareboxes, and GPS/AVL technology, as applicable. Additional features include LED lighting, HVAC systems, durable seating, and agency branding.

This project will replace six (6) 2019 Dodge Caravan vans with V6 gasoline engines that have reached the end of their useful life. The replacement vehicles will be gasoline-hybrid models, improving fuel efficiency and reducing greenhouse gas emissions compared to the existing fleet.

2) Project Planning - Provide a detailed explanation of the project planning process and how it was designed to avoid substantial burden on any low- income, disadvantaged, and vulnerable populations. **Include any public outreach, events, workshops or community input.** ***No more than 14 lines.***

The City of Porterville Transit will use LCTOP funds over a three-year period to procure six (6) replacement transit vans, acquiring two (2) vehicles annually. The project will prioritize zero-emission vehicles, with hybrid vehicles included as needed based on availability and operational requirements. These vehicles will replace aging gasoline-powered units that have reached the end of their useful life.

The project will directly benefit residents of disadvantaged communities, including areas such as East Porterville, by improving access to essential destinations such as employment centers, healthcare services, education, and shopping. By maintaining a reliable and modern fleet, the project supports increased transit accessibility and dependability for populations that rely most on public transportation.

This phased procurement approach supports ongoing fleet renewal, enhances service reliability, and reduces greenhouse gas emissions, contributing to improved local air quality and public health outcomes. Remaining funds will be used for necessary vehicle outfitting and equipment to ensure the vehicles are fully operational and ready for service upon delivery.

3) Project Costs - Provide an **itemized breakdown** of project components **and** describe **how the cost estimations were developed.** Please include marketing and bus wraps cost in this section. Total costs must correspond to the Funding Information section above. ***No more than 14 lines.***

The total project cost for the procurement of six (6) hybrid transit vans is $489,198, based on a per-vehicle cost of $81,533. Each vehicle cost includes a base price of $75,668, sales tax of $4,630, and DMV and tire fees totaling $1,235.

The City of Porterville Transit will utilize approximately three (3) years of LCTOP funding, totaling $539,700, based on an annual allocation of approximately $179,900, to fully fund the project.

After vehicle procurement costs, a remaining balance of approximately $50,502 will be used to support vehicle wraps and exterior branding, onboard safety and technology enhancements (including security camera systems and real-time vehicle tracking), and minor bus stop improvements in disadvantaged communities, such as signage and accessibility upgrades.

LCTOP FY 2025-2026 Allocation Request Cycle A

Agency Information

4) Agency Fare - Describe your agency's fare structure including any discounts or special fares and **how the project will affect that structure, if at all. No more than 16 Lines.**

Porterville Transit maintains an affordable fare structure to ensure accessibility for all riders. The base one-way cash fare is $1.50, with a $3.00 all-day pass offering unlimited rides. Exact change is required for cash payments.

Passengers may also pay using Tap to Pay with a contactless credit/debit card or mobile device. Smart cards and bus passes are available for purchase at the Downtown Transit Center.

Discounted fares are provided for seniors (65+), veterans, individuals with disabilities, Medicare cardholders, and full-time students. Children age 12 and under ride free.

Current fares include: General $1.50; Day Pass $3.00; 7-Day Pass $14.00; 31-Day Pass $50.00. Discount fares are $0.75 for one-way trips; $1.50 Day Pass; $7.50 7-Day Pass; and $30.00 31-Day Pass. ADA Paratransit (including one attendant) is $3.00, and Microtransit service is $5.00

5) Agency Service - Describe the transit service provided and how the project plays into the overall operations. . ***No more than 2450 characters.***

The City of Porterville provides (4) fixed-routes and demand-response transit services seven days a week. The fixed-route system consists of four routes operating in a hub-and-spoke configuration centered at the Porterville Transit Center. Routes are designed as one-way loops with approximately 40-minute headways.

Service operates from 7:00 AM to 7:00 PM Monday through Saturday and 8:00 AM to 5:00 PM on Sundays.
Dial-A-COLT provides curb-to-curb, on-demand service for residents aged 62 and older and individuals with disabilities, operating within ¾ mile of fixed routes and during the same service hours.

Regional connectivity is provided through the Tulare County Regional Transit Agency (TCRTA), linking riders to surrounding communities and key destinations throughout Tulare County

6) AB 680 Workforce Standards to Support Job Quality -As part of your FY 25-26 LCTOP Allocation Request Packet please include an electronic copy of your agency's most recently approved procurement manuals.

Did you submit your approved procurement manual as part of your FY 25-26 LCTOP Allocation Request Packet?	Yes

LCTOP FY 2025-2026 Allocation Request Cycle A

Project GHG Benefits

Greenhouse Gas Reductions - Describe qualitatively how this project will reduce greenhouse gas emissions.
The project will reduce greenhouse gas emissions by replacing six (6) 2019 Dodge Caravan V6 gasoline-powered vans with new 2025 BraunAbility Toyota Sienna rear-entry, wheelchair-accessible hybrid minivans (or equivalent). Older vehicles produce higher emissions and consume more fuel due to outdated engine technology and wear. Transitioning to newer hybrid vehicles will significantly reduce fuel consumption and tailpipe emissions while improving overall energy efficiency. Additionally, maintaining a reliable transit fleet encourages ridership, reducing reliance on single-occupancy vehicles and further lowering community-wide emissions. This project directly supports LCTOP goals to reduce greenhouse gas emissions and promote sustainable transportation options. Maintaining a reliable transit

Greenhouse Gas Reductions - Please provide quantitative information requested below and explanations supporting the data provided.

	Value	Explanation
Year 1 (Yr1) - *First year of service, or year that capital improvements will be completed.*	2026	The project will being December 31, 2026, includes the purchase of transit vans with a 5-year useful life.
Year F (YrF) - *Final year that the service is funded or the final year of useful life for capital improvements.*	2031	The capital project will extend through 2031, the final year of useful life for the vehicles.
Project Yr. 1 Ridership Increase - *Estimated annual ridership contributed by the new service or capital improvement in Yr1.*		
Project Yr. F Ridership Increase - *Estimated annual ridership contributed by the new service or capital improvement in YrF.*		
Adjustment (A) - *Adjustment factor to account for Choice Riders.Use defaults values listed on*		
Trip Length (L) - *Length (miles) of average auto trip reduced or average passenger trip length. You may use defaults values list ed on*		
Project Useful Life	**5**	This is calculated based on the values above.
Total Project Ridership Increased	**0**	This is calculated based on the values above.
Total Project VMTs Reduced	**0**	This number is calculated based on the values above.
Total Project GHG Emission Reductions (MTCO2e)	**816.78**	This number is calculated based on the values from above and the **QM-Tool tab**.
FY 25-26 LCTOP Project GHG Emission Reductions (MTCO2e)	**816.78**	This number is calculated based on the values from above and the **QM-Tool tab**.

LCTOP FY 2025-2026 Allocation Request Cycle A

Project Benefits

Travel Cost Savings Benefits

	Value	Explanation
Baseline Average One-Way Fare Cost ($/One-Way Trip/Rider) *(Average fare per boarding, prior to project implementation)*	$1.50	The average fare between the senior, youth and disabled at $1.50 per one-way.
New Average One-Way Fare Cost ($/One-Way Trip/Rider) *(Average fare per boarding resulting from project implementation)*	$0.00	(ex. The average reduced fare paid (due to this project) for adult, senior, youth, and discounted fare is $0.75 per way)
Transit Facility Parking Cost ($/Roundtrip/Rider) *(Average cost to park to use transit associated with project)*	$0.00	(ex. The average transit facility parking cost is $5 per day)
Avoided Parking Cost ($/Roundtrip/Rider) *(Average avoided parking cost associated with project)*	$0.00	(ex. The average parking cost in the project area is $15 per day)
Avoided Toll Cost ($/Roundtrip/Rider) *(Average avoided toll cost associated with project)*	$0.00	(ex. The average tolling cost in the project area is $10 per day)

Co-Benefits - Check all additional Benefits/Outcomes.

X **Improved Safety**	____ **Coordination with Educational Institution**
X **Improved Public Health**	____ **College** ____ **Grades K-12**
X **Reduced Operating/Maintenance Costs**	____ **Promotes Active Transportation**
X **Increase System Reliability**	____ **Promotes Integration w/ other modes**

Co-Benefits - Describe benefits selected above and other benefits not listed.

Improved Safety – Newer vehicles provide updated safety features, ADA-compliant design, and modern onboard equipment such as cameras and communication systems, improving passenger and operator safety.

Improved Public Health – Replacing older gasoline-powered vehicles reduces greenhouse gas emissions and air pollutants, contributing to improved air quality and community health.

Reduced Operating / Maintenance Costs – New hybrid vehicles reduce repair frequency, fuel consumption, and overall maintenance expenses compared to aging vehicles.

Increased System Reliability – Replacing end-of-life vehicles reduces breakdowns and service interruptions, improving on-time performance and service consistency.

LCTOP FY 2025-2026 Allocation Request Cycle A

Community Engagement Co-Benefit

To estimate the community engagement co-benefit, users will respond to the five questions below. Based on the responses to the questions, the level of community engagement will be evaluated as low, medium, or high.

1) Is the project being proposed for LCTOP funding, a neighborhood-scale, city/regional-scale, or rural-scale project?	City/Regional
2) With regard to public events held by the project proponent to discuss this project proposal with the community, what was the approximate total attendance at those events?	6
3) With regard to other opportunities provided by the project proponent for community members to comment or provide input on the project, beyond those included in question 2, what is the approximate total number of people who provided commentary or input on the project through these opportunities?	80

4) Which of the following took place as part of the events & other opportunities identified? (Check all that apply):

X a. Informed the community about various aspects of the project, including the process by which major decisions about the project would be made.

x b. Solicited and recorded written or spoken input from the community about specific aspects of the project or potential project alternatives before decisions on those aspects and alternatives were finalized.

x c. Incorporated proposals or ideas from the community into project alternatives or components.

x d. Reported back to the community on how the input in 4(b) and 4(c) was incorporated.

x e. Developed project features or project alternatives collaboratively with the community by having one or more workshops or other meetings in which the community developed a project alternative or specific component to address unmet community needs, which was subsequently included in the project's application for funding or final design.

x f. Developed project features or project alternatives collaboratively with the community by formal cooperation with a community-based organization (i.e., via a memorandum of understanding, community benefits agreement, steering committee, labor agreement, etc.) to acquire or distribute funding, identify project alternatives or project components, or otherwise enhance community engagement in project design, planning and implementation.

x g. Developed project features or project alternatives collaboratively with the community by delegation of authority to choose between project alternatives or components to the community through a steering committee, organized voting process, representative community-based organization, or other means.

x h. Developed project features or project alternatives collaboratively with the community by a community-based organization, community-driven steering committee, or similar entity designed, planned, and implemented the project in whole or in significant part.

5. Considering all input opportunities, which of the following statements are true (check all that apply):

X a. The participants comprised a broadly representative sample of the population potentially benefiting from, or affected by, the project.

b. Project proponents identified key community leaders and organizations and engaged them directly.

X c. The events and input opportunities were hosted at varied and accessible times and locations throughout the area potentially affected by the project and included both in person and online forms of engagement. Events and written materials were offered in languages other than English.

x d. The participation process was conducted or assisted by a professional facilitator or public participation expert.

X e. The project proponents, or those acting on their behalf, prepared and followed a community engagement plan that meets the minimum criteria originally established by the Transformative Climate Communities Program

Priority Population Community Engagement: Identify the specific assessment for the Community Engagement Co-benefit (High, Medium, Low):	High

LCTOP FY 2025-2026 Allocation Request Cycle A

Priority Populations Benefits

Step 1 - Identify the Priority Population: Determine if the project is at least partially located within a Priority Population census track or will benefit Priority Population households.	
Does your Agency's Service Area have a Disadvantaged Community? (as defined by SB 535)	Yes
Is the project located within the boundaries of a Disadvantaged Community census tract?	Yes
Is the project located within the boundaries of a Low-Income community census tract?	Yes
Is the project located outside of a disadvantaged community, but within 1/2 mile of a disadvantage community and within a low-income census tract?	Yes

Step 2 - Identify a Need: Review the options and select one that explains how the community or household need for the priority population identified in Step 1 was determined.
C. Data Tools: Refer to one of the tools provided on the California Climate Investments website and confirm that the project will reduce the impacts related to at least one of the factors or indicators.

Priority Populations Community Needs Description: Describe the community or household **need** and how it was **identified.** If option "B. Local Documentation" was chosen, briefly describe the documentation. If option "C. Data Tools" was chosen, include the name of the tool in the description.
Community needs were identified using the California Climate Investments Priority Populations Mapping Tool (CalEnviroScreen), which shows that disadvantaged and low-income communities in the Porterville Transit service area face higher pollution exposure and socioeconomic vulnerability. The project responds to the need to replace aging gasoline vehicles that contribute to emissions and local air pollution. These communities rely on transit for essential travel, making reliable and cleaner service critical. This project will replace older vehicles with new hybrid, wheelchair-accessible vans to reduce emissions, improve reliability, and enhance equitable access to transportation.

Step 3 - Provide a Benefit: Review the options below and select one that demonstrates how the project directly benefits the priority population identified in Step 1 and addresses the need identified in Step 2.	
Priority Population Benefit: Select the benefit your project provides to the community or household.	B. Project provides increased access to clean and/or shared transportation options.

Please provide the amount of FY 25-26 LCTOP funds estimated to benefit Priority Populations.	
Amount of FY 25-26 funds to benefit a Disadvantage Community *(If you have a DAC, at least 50% must benefit a DAC)* **:**	$58,802
Amount of FY 25-26 funds to benefit Low-Income Community:	$29,400
Amount of FY 25-26 fund to benefit Low-Income Households and Residents within 1/2 mile of a DAC:	$29,400
Total Amount of FY 25-26 LCTOP funds to benefit Priority Population *(Total should not exceed total FY 25-26 LCTOP project funding)*:	**$117,602**

Agency can meet the DAC requirement by meeting any of the SB 1119 Project Criteria:	
Is the project a transit fare subsidies or network and fare integration technology improvements, including, but not limited to, discounted or free student transit passes	**No**
Is the project a purchase of zero-emission transit buses and/or purchase and installation of supporting infrastructure?	**No**
Is the project a new or expanded transit service that connects with transit service serving a disadvantaged communities?	**No**

California Air Resources Board

Benefits Calculator Tool for the
Low Carbon Transit Operations Program

California Climate Investments

Note to applicants:

A step-by-step user guide, including project examples, for this Benefits Calculator Tool is available here:

Step 2a: Identify the Project Type.
Step 2b: Input Project-specific Information.

Project Name:	**City of Porterville Transit will use LCTOP funds over three years to purchase six (6) replacement transit hybrid vans, acquiring two (2) vans pe**

SECTION 1: This section is used to determine the quantification method and emission factors to use to estimate emissions.			
Project Info Inputs	Input	Required	Description
Project Sub-Type	Purchase of replacement zero-emission vehicle(s) (may include equipment/infrastructure)	Automated	For the purposes of this quantification, eligible LCTOP projects fall into four project types. Select the project type that best describes this component.
Quantification Method	Cleaner Vehicles/Technology/Fuels	Searched	Emission Estimates = Emissions from Baseline Vehicle – Emissions from New Vehicle
Quantification Method 1	Cleaner Vehicles/Technology/Fuels	Searched	The primary quantification method.
Quantification Method 2	N/A	Searched	The secondary quantification method, if applicable.
Service Type	Local/ Intercity Bus (Short Distances)	**Required Input**	The transit service (e.g., Intercity/Express Bus (Long Distance), Rail, Vanpool, etc.) directly associated with the proposed project. For projects that serve multiple services, select Multi-modal.
Type of Region	County	**Required Input**	The type of region that best encompasses the geographic location for the proposed project type.
Region	Tulare	**Required Input**	The County or Air Basin where the majority of the service occurs.
Year 1 (Yr1)	2026	Automated	The first year of the rolling stock's useful life.
Year F (YrF)	2031	Automated	The final year of the rolling stock's useful life.
Useful Life (yrs)	5	Calculated	The useful life of the rolling stock. Limited to up to 50 years.
SECTION 2: This section is used to estimate the emission and cost reductions from displaced auto vehicle miles traveled (VMT).			
Displaced Auto VMT Inputs	Input	Required	Description
Yr1 Ridership		Not Required	Not applicable for this project type.
YrF Ridership		Not Required	Not applicable for this project type.
Adjustment Factor		Not Required	Not applicable for this project type.
Length of Average Trip (mi)		Not Required	Not applicable for this project type.
Passenger VMT Reductions (mi)		Not Required	Not applicable for this project type.
GHG Emission Reductions ($MTCO_2e$)		Not Required	Not applicable for this project type.

SECTION 3: This section is used to estimate the net emission reductions from new service or from the purchase of new zero-emission/hybrid vehicle(s).			
New Service Vehicle Inputs	Input	Required	Description
Vehicle Type	Van	**Required Input**	The vehicle type (e.g., Transit Bus, Streetcar, Ferry, etc.) that will operate the new service or will be procured.
Engine Tier		Not Required	Not applicable for this project type.
Engine Horsepower		Not Required	Not applicable for this project type.
Fuel Type	Gasoline	**Required Input**	The fuel type (e.g. Electric, Diesel, etc.) of the vehicle to be acquired.
Hybrid Vehicle	Yes	**Required Input**	Is the vehicle to be acquired a hybrid?
Model Year	2025	**Required Input**	The engine model year of the vehicle to be acquired.
Project-Specific GHG Emission Factor (gCO2e/MJ)		Optional Input	If used, applicant must be able to demonstrate an approved carbon intensity value under the Low Carbon Fuel Standard and submit additional documentation.
Annual VMT (mi/yr)	118,220	**Required Input**	The estimated annual VMT of the vehicle to be acquired (e.g., 72,000 mi/yr).
Annual Fuel Use	14,224	Optional Input	The estimated annual fuel (i.e., gallons of diesel, KWh of electricity) of the rail or ferry to be acquired (e.g., 26,000 units/yr). Units of gallons/yr for biodiesel, diesel, gasoline, LNG, renewable diesel; scf/yr for CNG and renewable natural gas; kWh/yr for electric; kg/yr for hydrogen.
SECTION 4: This section is used to estimate the net emission reductions from vehicle replacement as a result of the proposed project.			
Baseline Vehicle Inputs		Required	Description
Vehicle Type	Van	**Required Input**	The vehicle type (e.g., Transit Bus, Streetcar, Ferry, etc.) that will operate the new service or will be procured.
Engine Tier		Not Required	Not applicable for this project type.
Engine Horsepower		Not Required	Not applicable for this project type.
Fuel Type	Gasoline	**Required Input**	The fuel type (e.g. Electric, Diesel, etc.) of the vehicle to be acquired.
Hybrid Vehicle	No	**Required Input**	Is the vehicle to be acquired a hybrid?
Model Year	2019	**Required Input**	The engine model year of the vehicle to be acquired.
Project-Specific GHG Emission Factor (gCO2e/MJ)		Optional Input	If used, applicant must be able to demonstrate an approved carbon intensity value under the Low Carbon Fuel Standard and submit additional documentation.
Annual VMT (mi/yr)	118,220	**Required Input**	The estimated annual VMT of the vehicle to be acquired (e.g., 72,000 mi/yr).
Annual Fuel Use	14,224	**Required Input**	The estimated annual fuel (i.e., gallons of diesel, KWh of electricity) of the rail or ferry to be acquired (e.g., 26,000 units/yr). Units of gallons/yr for biodiesel, diesel, gasoline, LNG, renewable diesel; scf/yr for CNG and renewable natural gas; kWh/yr for electric; kg/yr for hydrogen.

SECTION 5: This section is used to estimate the net emission reductions from fuel/energy reductions as a result of the proposed project.			
Fuel/Energy Reductions Inputs	Input	Required	Description
Vehicle Type		Not Required	The vehicle type (e.g., Transit Bus, Streetcar, Ferry, etc.) of the vehicle(s) that will realize fuel/energy reductions as a result of The project.
Engine Tier		Not Required	Not applicable for this project type.
Engine Horsepower		Not Required	Not applicable for this project type.
Fuel Type		Not Required	Not applicable for this project type.
Model Year		Not Required	Not applicable for this project type.
Annual Fuel/Energy Reduced		Not Required	Not applicable for this project type.
SECTION 6: This section is used to estimate the travel cost savings as a result of the proposed project.			
Travel Cost Savings Inputs	Input	Required	Description
Baseline Average One-Way Fare Cost ($/One-Way Trip/Rider)		Not Required	Not applicable for this project type.
New Average One-Way Fare Cost ($/One-Way Trip/Rider)		Not Required	Not applicable for this project type.
Average Transit Facility Parking Cost ($/Roundtrip/Rider)		Not Required	Not applicable for this project type.
Average Avoided Parking Cost ($/Roundtrip/Rider)		Not Required	Not applicable for this project type.
Average Avoided Toll Cost ($/Roundtrip/Rider)		Not Required	Not applicable for this project type.
This section is used to estimate the travel cost savings as a result of the proposed project.			
Total Project GHG Emission Reductions ($MTCO_2e$)	817	Calculated	Total GHG emission reductions (MTCO2e) from the project during the useful life.
FY 2025-26 LCTOP Project GHG Emission Reductions (MTCO2e)	817	Calculated	The portion of GHG emission reductions attributable to funding from FY 24-25 LCTOP; GHG emission reductions are prorated according to the level of program funding contributed from FY 24-25 LCTOP and other GGRF-funded programs, as applicable.

LCTOP FY 2025-2026 Project Location Information

Please provide specific area information for the project. *Lat-Long for the project should be in decimal degrees.*

If you are claiming a Priority Population benefit, please provide **at least one location point to each claimed community** within the **first three rows**. Then **select** from the drop down which community the location points are representing.

Location Name	Latitude	Longitude	Priority Population
J and 8th	38.580997	-121.496433	Disadvantaged Community
61 West Oak St, Porterville Transit	39.098778	-120.956062	DAC and LICH
East Porterville	36.062145	-118.987578	Disadvantaged Community (DAC)
West Porterville	36.065821	-119.070923	Low-Income w/n 1/2 mile of a DAC

LCTOP FY 2025-2026 Project Location Information

LCTOP FY 2025-2026 Project Location Information

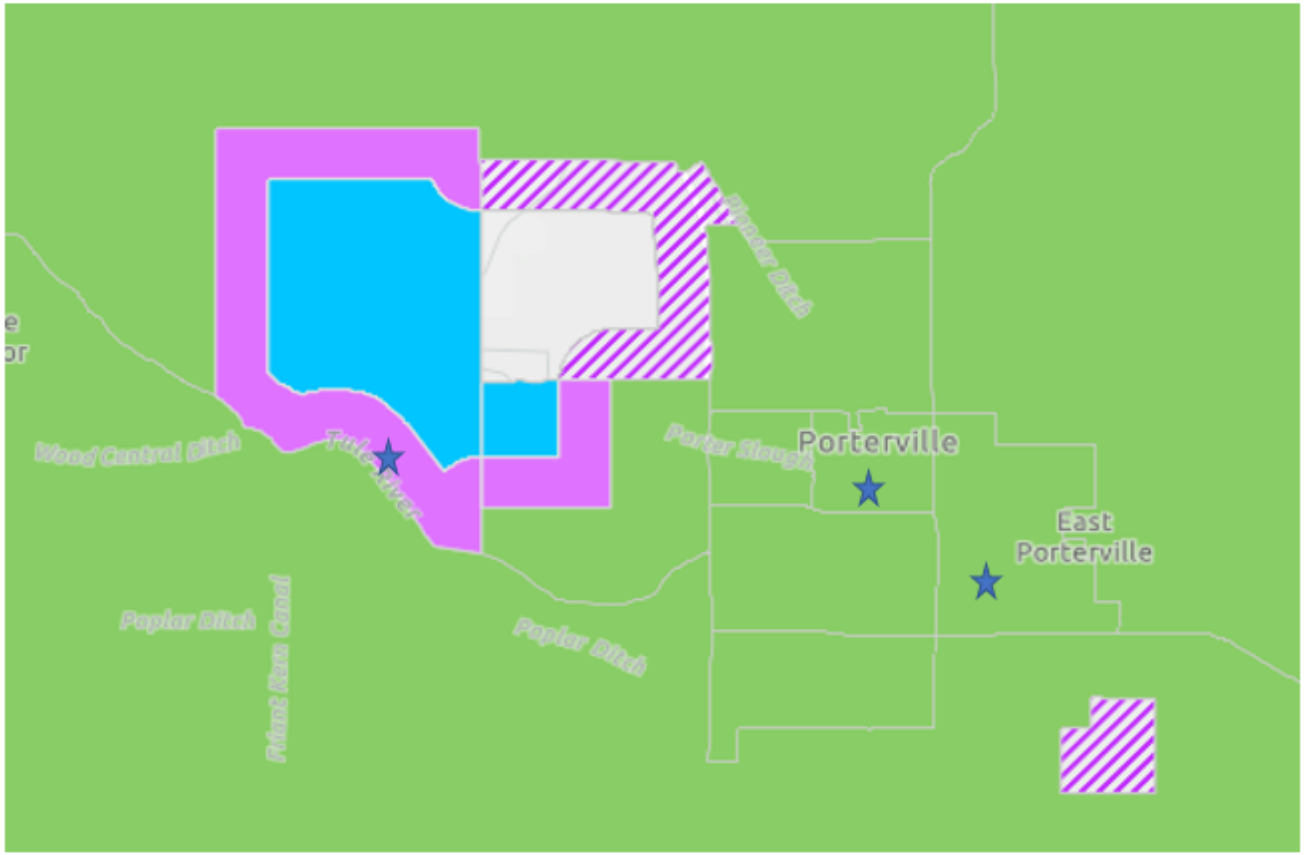
LCTOP FY 2025-2026 Project Location Information

LCTOP FY 2025-2026 MAP

Please insert a screenshot of the project area from the CARB Greenhouse Gas Reduction Fund Project Map

ps://gis.carb.arb.ca.gov/portal/apps/experiencebuilder/experience/?id=5dc1218631fa46bc8d340b8e82548a6a&page=Priority-Populations-4

City of Porterville DAC Map



California Climate Investments Priority Populations 4.0

- Low-income community
- Disadvantaged community: CES
- Disadvantaged community: Tribal land
- Disadvantaged community: CES, Disadvantaged community: Tribal land, Low-income community
- Disadvantaged community: CES, Low-income community
- Disadvantaged community: Tribal land, Low-income community
- DAC 1/2 mile neighbor: low-income community
- DAC 1/2 mile neighbor: low-income household eligible
- Not a priority population area: low-income households are eligible

Source:
https://gis.carb.arb.ca.gov/portal/apps/experiencebuilder/experience/?id=5dc1218631fa46bc8d340b8e82548a6a&page=Priority-Populations-4_0

California Air Resources Board

Benefits Calculator Tool for the
Transit and Intercity Rail Capital Program

California Climate Investments

Step 3: Review the Estimated GHG Emission Reductions for the Proposed Project

Project Name:	**City of Porterville Transit will use LCTOP funds over three years to purchase six (6) replacement transit hybrid vans, acquiring two (2) vans per year.**

	Quantified GHG Component 1	Quantified GHG Component 2
Identifying Descriptor	City of Porterville Transit will use LCTOP funds over three years to procure six transit vans (two annually) to improve service and reduce GHG emissions. The project prioritizes zero-emission vehicles, with hybrids as	
GHG Emission Reduction Start Date (Year)	2026; 2026	
Total CCI		
Total GHG Emission Reductions ($MTCO_2e$)	817	
Total GGRF Funds Requested ($)	$539,700	
Total GHG Emission Reductions/Total GGRF Funds Requested ($MTCO_2e/$)$	0.001513	
LCTOP		
TIRCP GHG Emission Reductions ($MTCO_2e$)	817	
TIRCP Funds Requested ($)	$539,700	
TIRCP GHG Emission Reductions/TIRCP Funds Requested ($MTCO_2e/$)$	0.001513	
TIRCP Funds Requested/TIRCP GHG Emission Reductions ($/MTCO_2e$)	661	
Additional CCI Program 1		
CCI Program		
GHG Emission Reductions Attributable to other GGRF Programs (MTCO2e)		

Total Additional GGRF Funds to Implement Project ($)		
Additional CCI Program 2		
CCI Program		
GHG Emission Reductions Attributable to other GGRF Programs (MTCO2e)		
Total Additional GGRF Funds to Implement Project ($)		

California Air Resources Board

Benefits Calculator Tool for the
Transit and Intercity Rail Capital Program

California Climate Investments

Step 3: Review the Estimated GHG Emission Reductions for the Proposed

Project Name:	over three years to purchase six (6)

	Quantified Co-Benefit Component 1	Quantified Co-Benefit Component 2
Identifying Descriptor	City of Porterville Transit will use LCTOP funds over three years to procure six transit vans (two	
Total CCI		
Passenger VMT Reductions (miles)		
Fossil Fuel Use Reductions (gallons)		
Fossil Fuel Energy Use Reductions (kWh)		
Energy and Fuel Cost Savings ($)		
Passenger Travel Cost Savings ($)		
ROG Emission Reductions (lbs)	9	
NO_x Emission Reductions (lbs)	30	
$PM_{2.5}$ Emission Reductions (lbs)	(1)	
Diesel PM Emission Reductions (lbs)		
TIRCP		
Passenger VMT Reductions (miles)		
Fossil Fuel Use Reductions (gallons)		
Fossil Fuel Energy Use Reductions (kWh)		
Energy and Fuel Cost Savings ($)		
Passenger Travel Cost Savings ($)		
ROG Emission Reductions (lbs)	9	
NO_x Emission Reductions (lbs)	30	
$PM_{2.5}$ Emission Reductions (lbs)	(1)	
Diesel PM Emission Reductions (lbs)		

Additional CCI Program 1		
Passenger VMT Reductions (miles)		
Fossil Fuel Use Reductions (gallons)		
Fossil Fuel Energy Use Reductions (kWh)		
Energy and Fuel Cost Savings ($)		
Passenger Travel Cost Savings ($)		
ROG Emission Reductions (lbs)		
NO_x Emission Reductions (lbs)		
$PM_{2.5}$ Emission Reductions (lbs)		
Diesel PM Emission Reductions (lbs)		
Additional CCI Program 2		
Passenger VMT Reductions (miles)		
Fossil Fuel Use Reductions (gallons)		
Fossil Fuel Energy Use Reductions (kWh)		
Energy and Fuel Cost Savings ($)		
Passenger Travel Cost Savings ($)		
ROG Emission Reductions (lbs)		
NO_x Emission Reductions (lbs)		
$PM_{2.5}$ Emission Reductions (lbs)		
Diesel PM Emission Reductions (lbs)		

FY 2025-2026 LCTOP
Authorized Agent

AS THE **Mayor**
(Chief Executive Officer/Director/President/Secretary)

OF THE **City of Porterville**
(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Local Assistance. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Russell Isom, Transportation Director OR
(Name and Title of Authorized Agent)

Alberto Barragan, Transportation Manager OR
(Name and Title of Authorized Agent)

Teresa Avitia, Grants and Procurement Coordinator OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Greg Meister — Mayor
(Print Name) — *(Title)*

(Signature)

Approved this 2 *day of* **June** , 2026

FY 2025-2026 LCTOP
Certifications and Assurances

Lead Agency: City of Porterville

Project Title: City of Porterville Transit will use LCTOP funds over three years to purchase six (6) replacement transit hybrid vans, acquiring two (2) vans per year.

Prepared by: Teresa Avitia, Grant and Procurement Coordinator

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

A. General

1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.

2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.

2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.

3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.

4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.

5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.

6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.

7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.

8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).

9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

C. Reporting

1. **The Lead Agency must submit the following LCTOP reports:**
   a. **Annual Project Activity Reports October 30th each year.**

   b. **A Close Out Report within six months of project completion.**

   c. **The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.**

   d. **Project Outcome Reporting as defined by CARB Funding Guidelines.**

   e. **Jobs Reporting as defined by CARB Funding Guidelines.**

2. Other Reporting Requirements: CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
   a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and

b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with
Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs submit to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

A. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per CARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.

2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with

the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the Civil Rights Department, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all these conditions will be met.

Russell Isom	Director of Transportation
(Print Authorized Agent)	*(Title)*
	June 2, 2026
(Signature)	*(Date)*

FY 2025-2026 LCTOP

RESOLUTION #_____-2026

AUTHORIZATION FOR THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FOR THE FOLLOWING PROJECT(S): PURCHASE SIX (6) REPLACEMENT TRANSIT HYBRID VANS, ACQUIRING TWO (2) VANS PER YEAR.

Cycle A - $117,602
Cycle B - $62,298

WHEREAS, the City of Porterville is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the City of Porterville wishes to delegate authorization to execute these documents and any amendments thereto to Russell Isom, Transportation Director.

WHEREAS, the City of Porterville wishes to implement the following LCTOP project(s) listed above,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Porterville that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that Russell Isom, Transportation Director, be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Porterville that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY2025-2026 LCTOP funds:

(Continued to next page)

FY 2025-2026 LCTOP

List project(s), including the following information:
Project Name: Purchase six (6) replacement hybrid vans, acquiring two (2) vans per year.

Short Description of Project: City of Porterville Transit will use LCTOP funds over three years to purchase six (6) transit vans, acquiring two (2) per year, to improve transit service and reduce greenhouse gas emissions. Vehicles will prioritize zero-emission technology, with hybrid options.

Amount of LCTOP funds requested: $177,602

Benefits to a Priority Populations: Porterville Transit anticipates that disadvantaged communities (DACs) and low-income households (LICHs) within the service area will directly benefit from this project through continued access to affordable, accessible transportation options. The city engages the public through outreach events, annual transit hearings, and social media to share information and gather feedback. These efforts help ensure residents are informed about available services and the benefits of clean transportation, including improved mobility and reduced air pollution.

Amount of Priority Populations benefits: $177,602

Contributing Sponsors: Tulare County Association of Governments, 210 N. Church St., Suite B, Visalia, CA 93291

PASSED, APPROVED AND ADOPTED This 2nd Day OF June 2026.

AGENCY BOARD DESIGNEE:

_____
Greg Meister, Mayor

_____
ATTEST:
Richard I. Tree, City Manager

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

BY: _____

SUBJECT: Approval of HOME Loan Payoff for Sequoia Village at River's Edge

SOURCE: Community Development

COMMENT:

On March 1, 2007, the City of Porterville entered into a HOME Investment Partnerships Program Loan Agreement with Porterville Pacific Associates, a California Limited Partnership, for the development of Sequoia Village at River's Edge, a 64-unit affordable housing development located in the City of Porterville. The City provided HOME Program funding in the amount of $975,000 to support the development and operation of affordable housing units for low-income and very low-income households.

As part of the financing arrangement, the City recorded a Deed of Trust and Regulatory Agreement against the property to ensure compliance with federal HOME Program affordability requirements and long-term affordability obligations. The Regulatory Agreement established a 55-year affordability period requiring the property to continue operating as affordable housing for eligible low-income households throughout the duration of the affordability period.

The Housing Authority of Tulare County is currently in the process of acquiring the property and has requested authorization to pay off the outstanding HOME loan obligation as part of the ownership transfer transaction.

The outstanding principal balance of the HOME loan is $975,000, plus any accrued interest or residual receipt obligations due under the Loan Agreement.

Although the HOME loan would be paid in full through the proposed transaction, the affordability restrictions recorded against the property will remain in effect and continue to bind future owners of the property for the remainder of the affordability period. The recorded Regulatory Agreement specifically provides that the affordability restrictions remain in effect for 55 years and run with the land regardless of ownership changes or repayment of the HOME loan.

Because the Regulatory Agreement was recorded in 2007, the affordability restrictions are expected to remain in effect through approximately August 2062.

The proposed transaction does not eliminate or reduce the number of affordable housing units required under the existing Regulatory Agreement. The property will continue operating as an affordable housing development subject to all applicable HOME Program requirements, including income eligibility requirements, rent restrictions, reporting obligations, and long-term affordability provisions.

Approval of the proposed payoff will allow the transaction to move forward while preserving the City's affordable housing protections and maintaining compliance with federal HOME Program requirements.

Upon closing of escrow, the City will receive repayment of the outstanding HOME loan balance. Loan repayment funds will be returned to the applicable HOME Program fund and administered in accordance with applicable federal regulations governing HOME Program income and repayment funds. There is no anticipated impact to the City's General Fund.

RECOMMENDATION: That the City Council:

1. Authorize the Housing Authority of Tulare County to pay off the outstanding HOME Investment Partnerships Program ("HOME") loan associated with Sequoia Village at River's Edge, including all accrued interest and obligations due under the Loan Agreement;
2. Acknowledge that the property shall remain subject to the existing Regulatory Agreement and affordability restrictions for the remainder of the 55-year affordability period; and
3. Authorize the City Manager, or designee, to execute all necessary documents associated with the payoff and transfer of ownership, subject to approval by the City Attorney.

ATTACHMENTS:

1. Construction Deed of Trust
2. Regulatory Agreement
3. HOME Loan Agreement & Deed of Trust
4. HATC Letter of Interest

Appropriated/Funded:

Review By:

Department Director:
Luisa Zavala, Economic and Housing Development Manager

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

WE HEREBY CERTIFY THAT THIS IS A FULL TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT AS THE SAME APPEARS IN THE OFFICE OF THE COUNTY RECORD OF TULARE COUNTY, STATE OF CALIFORNIA.

RECORDED ON November 17, 2006

FILE NO. 2006-0119484

OFFICIAL RECORDS.

CHICAGO TITLE

BY [signature]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Jere G. Thompson, Esq.
Ballard Spahr Andrews & Ingersoll, LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599

MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (CALIFORNIA)

ATTENTION COUNTY RECORDER: THIS INSTRUMENT IS INTENDED TO BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING PURSUANT TO SECTION 9502 OF THE CALIFORNIA COMMERCIAL CODE. PORTIONS OF THE GOODS COMPRISING A PART OF THE MORTGAGED PROPERTY ARE OR ARE TO BECOME FIXTURES RELATED TO THE LAND DESCRIBED IN EXHIBIT A HERETO. THIS INSTRUMENT IS TO BE FILED FOR RECORD IN THE RECORDS OF THE COUNTY WHERE DEEDS OF TRUST ON REAL PROPERTY ARE RECORDED AND SHOULD BE INDEXED AS BOTH A DEED OF TRUST AND AS A FINANCING STATEMENT COVERING FIXTURES. THE ADDRESSES OF BORROWER (DEBTOR) AND LENDER (SECURED PARTY) ARE SPECIFIED IN THE FIRST PARAGRAPH ON PAGE 1 OF THIS INSTRUMENT

**MULTIFAMILY DEED OF TRUST,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING
(CALIFORNIA**

THIS MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "**Instrument**") is made this 16th day of November, 2006, by PORTERVILLE PACIFIC ASSOCIATES, a limited partnership organized and existing under the laws of California whose address is 13 12th Avenue South, Nampa, Idaho 83651, as trustor ("**Borrower**"), to CHICAGO TITLE COMPANY, as trustee ("**Trustee**"), whose address is 1750 West Walnut Avenue, Visalia, California, 93877, for the benefit of SA AFFORDABLE HOUSING, LLC, a limited liability company organized and existing under the laws of the State of Delaware, whose address is 1 SunAmerica Center, Century City, Los Angeles, California 90067-6022, as mortgagee ("**Lender**").

Borrower, in consideration of the Indebtedness and the trust created by this Instrument, irrevocably grants, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, the Mortgaged Property, including the Land located in Tulare County, California and described in Exhibit A attached to this Instrument. To have and to hold the Mortgaged Property unto Trustee, Trustee's successor in trust and Trustee's assigns forever.

TO SECURE TO LENDER the repayment of the Indebtedness evidenced by Borrower's Multifamily Note payable to Lender, dated as of the date of this Instrument, and maturing on November 1, 2024 in the principal amount of $2,800,000.00, and all renewals, extensions and modifications of the Indebtedness, the payment of all sums advanced by or on behalf of Lender to protect the security of this Instrument under Section 12, and the performance of the covenants and agreements of Borrower contained in the Loan Documents.

Borrower represents and warrants that Borrower is lawfully seized of the Mortgaged Property and has the right, power and authority to mortgage, grant, convey and assign the Mortgaged Property, and that the Mortgaged Property is unencumbered except for the Permitted Exceptions (as herein defined). Borrower covenants that Borrower will warrant and defend generally the title to the Mortgaged Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy issued to Lender contemporaneously with the execution and recordation of this Instrument and insuring Lender's interest in the Mortgaged Property (collectively the **"Permitted Exceptions"**).

Covenants. Borrower and Lender covenant and agree as follows:

1. **DEFINITIONS.** The following terms, when used in this Instrument (including when used in the above recitals), shall have the following meanings:

(a) "**Apartment Complex**" means the 64-unit apartment complex located in Porterville, California to be owned by the Borrower, the construction of which is being financed in part by the Loan from the Lender.

(b) "**Borrower**" means all persons or entities identified as "Borrower" in the first paragraph of this Instrument, together with their successors and assigns.

(c) "**Collateral Agreement**" means any separate agreement between Borrower, Lender or Loan Servicer for the purpose of establishing replacement reserves for the Mortgaged Property, establishing a fund to assure the completion of repairs or improvements specified in that agreement, or assuring reduction of the outstanding principal balance of the Indebtedness if the occupancy of or income from the Mortgaged Property does not increase to a level specified in that agreement, or any other agreement or agreements between Borrower and Lender which provide for the establishment of any other fund, reserve or account.

(d) "**Controlling Entity**" means an entity which owns, directly or indirectly through one or more intermediaries, (A) a general partnership interest or more than 50% of the limited partnership interests in Borrower (if Borrower is a partnership or joint venture), (B) a manager's interest in Borrower or more than 50% of the ownership or membership interests in Borrower (if Borrower is a limited liability company), or (C) more than 50% of any class of voting stock of Borrower (if Borrower is a corporation).

(e) **"Debt Service Coverage Ratio"** means for any specified period with respect to the Loan, the Net Cash Flow (without deducting any payments for the Loan for such period) divided by the principal and interest due on the Loan during such period (provided, however, if principal payments have not commenced under the Note, then Debt Service Coverage Ratio shall be calculated using the monthly payment of principal and interest which will become due when principal payments commence under the Note).

(f) "**Environmental Permit**" means any permit, license, or other authorization issued under any Hazardous Materials Law with respect to any activities or businesses conducted on or in relation to the Mortgaged Property.

(g) "**Event of Default**" means the occurrence of any event listed in Section 22.

(h) "**Fixtures**" means all property which is so attached to the Land or the Improvements as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and

equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment.

(i) "**Governmental Authority**" means any board, commission, department or body of any municipal, county, state or federal governmental unit, or any subdivision of any of them, that has or acquires jurisdiction over the Mortgaged Property or the use, operation or improvement of the Mortgaged Property.

(j) "**Hazardous Materials**" means petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives; flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; lead and lead-based paint; asbestos or asbestos-containing materials in any form that is or could become friable; underground or above-ground storage tanks, whether empty or containing any substance; any substance the presence of which on the Land and/or Improvements is prohibited by any federal, state or local authority; any substance that requires special handling; and any other material or substance now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "contaminant," or "pollutant" within the meaning of any Hazardous Materials Law.

(k) "**Hazardous Materials Laws**" means all federal, state, and local laws, ordinances and regulations and standards, rules, policies and other governmental requirements, administrative rulings and court judgments and decrees in effect now or in the future and including all amendments, that relate to Hazardous Materials and apply to Borrower or to the Mortgaged Property. Hazardous Materials Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*, the Toxic Substance Control Act, 15 U.S.C. Section 2601, *et seq.*, the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, and their state analogs.

(l) "**Impositions**" and "**Imposition Deposits**" are defined in Section 7(a).

(m) "**Improvements**" means the buildings, structures, improvements, and alterations thereto now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and additions thereto.

(n) "**Indebtedness**" means the principal of, interest on, and all other amounts due at any time under, the Note, this Instrument or any other Loan Document, including prepayment premiums, late charges, default interest, and advances as provided in Section 12 to protect the security of this Instrument.

(o) "**Initial Owners**" means, with respect to Borrower or any other entity, the persons or entities who on the date of the Note own in the aggregate 100% of the ownership interests in Borrower or that entity.

(p) "**Land**" means the land described in Exhibit A.

(q) "**Leases**" means all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property (including proprietary leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals.

(r) "**Lender**" means the entity identified as "Lender" in the first paragraph of this Instrument, or any subsequent holder of the Note.

(s) **"Loan"** means the loan of the principal amount of the Note by the Lender to the Borrower as evidenced by the Loan Documents.

(t) "**Loan Documents**" means the Note, this Instrument, all guaranties, all indemnity agreements, all Collateral Agreements, O&M Programs, and any other documents now or in the future executed by Borrower, any guarantor or any other person in connection with the Loan, as such documents may be amended from time to time.

(u) "**Loan Servicer**" means the entity that from time to time is designated by Lender to collect payments and deposits and receive notices under the Note, this Instrument and any other Loan Document, and otherwise to service the Loan for the benefit of Lender. Unless Borrower receives notice to the contrary, the Loan Servicer is the entity identified as "Lender" in the first paragraph of this Instrument.

(v) "**Mortgaged Property**" means all of Borrower's present and future right, title and interest in and to all of the following:

(1) the Land;

(2) the Improvements;

(3) the Fixtures;

(4) the Personalty;

(5) all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(6) all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement;

(7) all awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(8) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(9) all proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

(10) all Rents and Leases;

(11) all earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Loan and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(12) all Imposition Deposits;

(13) all refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Instrument is dated);

(14) all tenant security deposits which have not been forfeited by any tenant under any Lease; and

(15) all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property.

(w) **"Net Cash Flow"** means the following: (i) all cash received from rents, lease payments and all other sources, but excluding (A) tenant security or other deposits until forfeited, (B) capital contributions from the partners of the Borrower and interest thereon (other than if used to pay for an item deducted below in determining Net Cash Flow), (C) proceeds of a sale, refinancing, exchange, transfer, assignment or other disposition (including condemnation or foreclosure) of all or any portion of the assets of Borrower, (D) interest on reserves not available for distribution, and (E) proceeds from loans from the partners of the Borrower; plus (ii) the net proceeds of any insurance, other than fire and extended coverage and title insurance, to the extent not reinvested; plus (iii) any other funds deemed available for distribution by the general partners of the Borrower with the approval of the Lender, if required; minus the sum of the following three expense items: (1) all cash expenditures, and all expenses unpaid but properly accrued, which have been incurred in the operation of the Borrower's business (whether or not such expenditure is deducted, amortized or capitalized for tax purposes), including the management fee to the manager of the Apartment Complex; (2) all payments on account of any loans made to the Borrower, but not including any amounts to be paid pursuant to any agreement to pay deferred developer fees or any loan from a partner of the Borrower; and (3) any cash reserves for working capital, capital expenditures, repairs, replacements and anticipated expenditures, in such amounts as may reasonably be required by the Lender, or may be determined from time to time by the general partners with the consent of the Lender, if required, to be available for the operation of the Apartment Complex. In no event shall the foregoing expenses be less than Lender's underwritten expenses or Lender's underwritten expenses adjusted for fully assessed actual taxes, insurance premiums, management fee and salaries, as determined by Lender in its sole discretion. For purposes of determining Net Cash Flow for the Debt Service Coverage Ratio, Net Cash Flow shall be calculated assuming that the vacancy rate for the Apartment Complex is the greater of market vacancy (as determined by Lender in its sole discretion) or actual vacancy for the Apartment Complex, but in no event less than 5%.

(x) "**Note**" means the Multifamily Note described on page 1 of this Instrument, including all schedules, riders, allonges and addenda, as such Multifamily Note may be amended from time to time.

(y) "**O&M Program**" is defined in Section 18(a).

(z) "**Personalty**" means Borrower's right, title and/or interest in all furniture, furnishings, equipment, machinery, building materials, appliances,

goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land.

(aa) "**Property Jurisdiction**" is defined in Section 30(a).

(bb) "**Rents**" means all rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, including parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Mortgaged Property, whether now due, past due, or to become due, and deposits forfeited by tenants.

(cc) **"Stabilization"** shall mean the achievement by the Borrower of ninety percent (90%) economic occupancy of the units in the Apartment Complex and a 1.15 Debt Service Coverage Ratio on the Loan for each of three consecutive calendar months.

(dd) **"Stabilization Date"** means the date of achievement of Stabilization by the Partnership, which date must be on or before November 1, 2008 unless extended by the Borrower six (6) months to May 1, 2009 by the Borrower paying the Lender a one-time fee equal to 0.50% of the principal amount of the Loan, which must be paid prior to November 1, 2008.

(ee) **"Stabilization Requirement"** means achievement of Stabilization by the Stabilization Date.

(ff) "**Taxes**" means all taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien, on the Land or the Improvements.

(gg) "**Transfer**" means (A) a sale, assignment, transfer or other disposition (whether voluntary, involuntary or by operation of law); (B) the granting, creating or attachment of a lien, encumbrance or security interest (whether voluntary, involuntary or by operation of law); (C) the issuance or other creation of an ownership interest in a legal entity, including a partnership interest, interest in a limited liability company or corporate stock; (D) the withdrawal,

retirement, removal or involuntary resignation of a partner in a partnership (other than a limited partner in a limited partnership) or a member or manager in a limited liability company; or (E) the merger, dissolution, liquidation, or consolidation of a legal entity or the reconstitution of one type of legal entity into another type of legal entity. "Transfer" does not include (i) a conveyance of the Mortgaged Property at a judicial or non-judicial foreclosure sale under this Instrument or (ii) the Mortgaged Property becoming part of a bankruptcy estate by operation of law under the United States Bankruptcy Code. For purposes of defining the term "Transfer," the term "partnership" shall mean a general partnership, a limited partnership, a joint venture and a limited liability partnership, and the term "partner" shall mean a general partner, and a joint venturer (but not a limited partner).

2. **UNIFORM COMMERCIAL CODE SECURITY AGREEMENT.** This Instrument is also a security agreement under the Uniform Commercial Code for any of the Mortgaged Property which, under applicable law, may be subject to a security interest under the Uniform Commercial Code, whether acquired now or in the future, and all products and cash and non-cash proceeds thereof (collectively, "**UCC Collateral**"), and Borrower hereby grants to Lender a security interest in Borrower's interest in the UCC Collateral. Borrower shall execute and deliver to Lender, upon Lender's request, financing statements, continuation statements and amendments, in such form as Lender may require to perfect or continue the perfection of this security interest. Borrower shall pay all filing costs and all costs and expenses of any record searches for financing statements that Lender may require. Without the prior written consent of Lender, Borrower shall not create or permit to exist any other lien or security interest in any of the UCC Collateral except for the lien of nondelinquent taxes and liens and security interests in favor of Lender. If an Event of Default has occurred and is continuing, Lender shall have the remedies of a secured party under the Uniform Commercial Code, in addition to all remedies provided by this Instrument or existing under applicable law. In exercising any remedies, Lender may exercise its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability of Lender's other remedies. This Instrument constitutes a financing statement with respect to any part of the Mortgaged Property which is or may become a Fixture.

3. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.**

(a) As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all Rents. It is the intention of Borrower to establish a present, absolute and irrevocable transfer and assignment to Lender of all Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Borrower. Promptly upon request by Lender, Borrower agrees to execute and deliver such further assignments as Lender may from time to time require. Borrower and Lender intend this assignment of Rents to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of Rents, and for no other purpose, Rents shall not be deemed to be a part of the

"Mortgaged Property" as that term is defined in Section 1. However, if this present, absolute and unconditional assignment of Rents is not enforceable by its terms under the laws of the Property Jurisdiction, then the Rents shall be included as a part of the Mortgaged Property and it is the intention of the Borrower that in this circumstance this Instrument create and perfect a lien on Rents in favor of Lender, which lien shall be effective as of the date of this Instrument.

(b) After the occurrence of an Event of Default, Borrower authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Mortgaged Property to pay all Rents to, or as directed by, Lender. However, until the occurrence of an Event of Default, Lender hereby grants to Borrower a revocable license to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender and to apply all Rents to pay the Indebtedness, including Imposition Deposits, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities, Taxes and insurance premiums (to the extent not included in Imposition Deposits), tenant improvements and other capital expenditures. So long as no Event of Default has occurred and is continuing, the Rents remaining after application pursuant to the preceding sentence may be retained by Borrower free and clear of, and released from, Lender's rights with respect to Rents under this Instrument. From and after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, or by a receiver, Borrower's license to collect Rents shall automatically terminate and Lender shall without notice be entitled to all Rents as they become due and payable, including Rents then due and unpaid. Borrower shall pay to Lender upon demand all Rents to which Lender is entitled. At any time on or after the date of Lender's demand for Rents, Lender may give, and Borrower hereby irrevocably authorizes Lender to give, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Lender, no tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay to Borrower any amounts which are actually paid to Lender in response to such a notice. Any such notice by Lender shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Borrower shall not interfere with and shall cooperate with Lender's collection of such Rents.

(c) Borrower represents and warrants to Lender that Borrower has not executed any prior assignment of Rents (other than an assignment of Rents securing indebtedness that will be paid off and discharged with the proceeds of the Loan), that Borrower has not performed, and Borrower covenants and agrees that it will not perform, any acts and has not executed, and shall not execute, any instrument which would prevent Lender from exercising its rights under this Section 3, and that at the time of execution of this Instrument there has been no anticipation or prepayment of any Rents for more than two (2) months prior to the due dates of such Rents. Borrower shall not collect or accept payment of any Rents more than two (2) months prior to the due dates of such Rents.

(d) If an Event of Default has occurred and is continuing, Lender may, regardless of the adequacy of Lender's security or the solvency of Borrower and even in the absence of waste, enter upon and take and maintain full control of the Mortgaged Property in order to perform all acts that Lender in its discretion determines to be necessary or desirable for the operation and maintenance of the Mortgaged Property, including the execution, cancellation or modification of Leases, the collection of all Rents, the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for the management, operation or maintenance of the Mortgaged Property, for the purposes of enforcing the assignment of Rents pursuant to Section 3(a), protecting the Mortgaged Property or the security of this Instrument, or for such other purposes as Lender in its discretion may deem necessary or desirable. Alternatively, if an Event of Default has occurred and is continuing, regardless of the adequacy of Lender's security, without regard to Borrower's solvency and without the necessity of giving prior notice (oral or written) to Borrower, Lender may apply to any court having jurisdiction for the appointment of a receiver for the Mortgaged Property to take any or all of the actions set forth in the preceding sentence. If Lender elects to seek the appointment of a receiver for the Mortgaged Property at any time after an Event of Default has occurred and is continuing, Borrower, by its execution of this Instrument, expressly consents to the appointment of such receiver. Lender or the receiver, as the case may be, shall be entitled to receive a reasonable fee for managing the Mortgaged Property. Immediately upon appointment of a receiver or immediately upon the Lender's entering upon and taking possession and control of the Mortgaged Property, Borrower shall surrender possession of the Mortgaged Property to Lender or the receiver, as the case may be, and shall deliver to Lender or the receiver, as the case may be, all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Mortgaged Property and all security deposits and prepaid Rents. In the event Lender takes possession and control of the Mortgaged Property, Lender may exclude Borrower and its representatives from the Mortgaged Property. Borrower acknowledges and agrees that the exercise by Lender of any of the rights conferred under this Section 3 shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and Improvements.

(e) If Lender enters the Land and/or the Improvements, Lender shall be liable to account only to Borrower and only for those Rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Mortgaged Property, by reason of any act or omission of Lender under this Section 3, and Borrower hereby releases and discharges Lender from any such liability to the fullest extent permitted by law.

(f) If the Rents are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the Rents, any funds

expended by Lender for such purposes shall become an additional part of the Indebtedness as provided in Section 12.

(g) Any entering upon and taking of control of the Mortgaged Property by Lender or the receiver, as the case may be, and any application of Rents as provided in this Instrument shall not cure or waive any Event of Default or invalidate any other right or remedy of Lender under applicable law or provided for in this Instrument.

4. **ASSIGNMENT OF LEASES; LEASES AFFECTING THE MORTGAGED PROPERTY.**

(a) As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all of Borrower's right, title and interest in, to and under the Leases, including Borrower's right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease. It is the intention of Borrower to establish a present, absolute and irrevocable transfer and assignment to Lender of all of Borrower's right, title and interest in, to and under the Leases. Borrower and Lender intend this assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of the Leases, and for no other purpose, the Leases shall not be deemed to be a part of the "Mortgaged Property" as that term is defined in Section 1. However, if this present, absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the Property Jurisdiction, then the Leases shall be included as a part of the Mortgaged Property and it is the intention of the Borrower that in this circumstance this Instrument create and perfect a lien on the Leases in favor of Lender, which lien shall be effective as of the date of this Instrument.

(b) Until Lender gives notice to Borrower of Lender's exercise of its rights under this Section 4, Borrower shall have all rights, power and authority granted to Borrower under any Lease (except as otherwise limited by this Section or any other provision of this Instrument), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Upon the occurrence of an Event of Default, the permission given to Borrower pursuant to the preceding sentence to exercise all rights, power and authority under Leases shall automatically terminate. Borrower shall comply with and observe Borrower's obligations under all Leases, including Borrower's obligations pertaining to the maintenance and disposition of tenant security deposits.

(c) Borrower acknowledges and agrees that the exercise by Lender, either directly or by a receiver, of any of the rights conferred under this Section 4 shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and the Improvements. The acceptance by Lender of the assignment

of the Leases pursuant to Section 4(a) shall not at any time or in any event obligate Lender to take any action under this Instrument or to expend any money or to incur any expenses. Lender shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Land and/or Improvements. Prior to Lender's actual entry into and taking possession of the Land and/or Improvements, Lender shall not (i) be obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease); (ii) be obligated to appear in or defend any action or proceeding relating to the Lease or the Mortgaged Property; or (iii) be responsible for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property. The execution of this Instrument by Borrower shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and shall be that of Borrower, prior to such actual entry and taking of possession.

(d) Upon delivery of notice by Lender to Borrower of Lender's exercise of Lender's rights under this Section 4 at any time after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, Lender immediately shall have all rights, powers and authority granted to Borrower under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.

(e) Borrower shall, promptly upon Lender's request, deliver to Lender an executed copy of each residential Lease then in effect. All Leases for residential dwelling units shall be on forms approved by Lender, shall be for initial terms of at least six months and not more than two years, and shall not include options to purchase.

(f) Borrower shall not lease any portion of the Mortgaged Property for non-residential use except with the prior written consent of Lender and Lender's prior written approval of the Lease agreement. Borrower shall not modify the terms of, or extend or terminate, any Lease for non-residential use (including any Lease in existence on the date of this Instrument) without the prior written consent of Lender. Borrower shall, without request by Lender, deliver an executed copy of each non-residential Lease to Lender promptly after such Lease is signed. All non-residential Leases, including renewals or extensions of existing Leases, shall specifically provide that (1) such Leases are subordinate to the lien of this Instrument; (2) the tenant shall attorn to Lender and any purchaser at a foreclosure sale, such attornment to be self-executing and effective upon acquisition of title to the Mortgaged Property by any purchaser at a foreclosure sale or by Lender in any manner; (3) the tenant agrees to execute such further evidences of attornment as Lender or any purchaser at a foreclosure sale may from time to time request; (4) the Lease shall not be terminated by foreclosure or any other transfer of the Mortgaged Property; (5) after a foreclosure sale of the

Mortgaged Property, Lender or any other purchaser at such foreclosure sale may, at Lender's or such purchaser's option, accept or terminate such Lease; and (6) the tenant shall, upon receipt after the occurrence of an Event of Default of a written request from Lender, pay all Rents payable under the Lease to Lender.

(g) Borrower shall not receive or accept Rent under any Lease (whether residential or non-residential) for more than two (2) months in advance.

5. **PAYMENT OF INDEBTEDNESS; PERFORMANCE UNDER LOAN DOCUMENTS; PREPAYMENT PREMIUM.** Borrower shall pay the Indebtedness when due in accordance with the terms of the Note and the other Loan Documents and shall perform, observe and comply with all other provisions of the Note and the other Loan Documents. Borrower shall pay a prepayment premium in connection with certain prepayments of the Indebtedness, including a payment made after Lender's exercise of any right of acceleration of the Indebtedness, as provided in the Note.

6. **EXCULPATION.** Borrower's personal liability for payment of the Indebtedness and for performance of the other obligations to be performed by it under this Instrument is limited in the manner, and to the extent, provided in the Note.

7. **DEPOSITS FOR TAXES, INSURANCE AND OTHER CHARGES.**

(a) Borrower shall deposit with Lender on the day monthly installments of principal or interest, or both, are due under the Note (or on another day designated in writing by Lender), until the Indebtedness is paid in full, an additional amount sufficient to accumulate with Lender the entire sum required to pay, when due (1) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Mortgaged Property, (2) the premiums for fire and other hazard insurance, rent loss insurance and such other insurance as Lender may require under Section 19, (3) Taxes, and (4) amounts for other charges and expenses which Lender at any time reasonably deems necessary to protect the Mortgaged Property, to prevent the imposition of liens on the Mortgaged Property, or otherwise to protect Lender's interests, all as reasonably estimated from time to time by Lender, plus one-sixth of such estimate. The amounts deposited under the preceding sentence are collectively referred to in this Instrument as the "**Imposition Deposits**". The obligations of Borrower for which the Imposition Deposits are required are collectively referred to in this Instrument as **"Impositions"**. The amount of the Imposition Deposits shall be sufficient to enable Lender to pay each Imposition before the last date upon which such payment may be made without any penalty or interest charge being added. Lender shall maintain records indicating how much of the monthly Imposition Deposits and how much of the aggregate Imposition Deposits held by Lender are held for the purpose of paying Taxes, insurance premiums and each other obligation of Borrower for which Imposition Deposits are required. Any waiver by Lender of the requirement that Borrower remit Imposition Deposits to Lender may be revoked by Lender, in Lender's discretion, at any time upon notice to Borrower.

(b) Imposition Deposits shall be held in an institution (which may be Lender, if Lender is such an institution) whose deposits or accounts are insured or guaranteed by a federal agency. Lender shall not be obligated to open additional accounts or deposit Imposition Deposits in additional institutions when the amount of the Imposition Deposits exceeds the maximum amount of the federal deposit insurance or guaranty. Lender shall apply the Imposition Deposits to pay Impositions so long as no Event of Default has occurred and is continuing. Unless applicable law requires, Lender shall not be required to pay Borrower any interest, earnings or profits on the Imposition Deposits. Borrower hereby pledges and grants to Lender a security interest in the Imposition Deposits as additional security for all of Borrower's obligations under this Instrument and the other Loan Documents. Any amounts deposited with Lender under this Section 7 shall not be trust funds, nor shall they operate to reduce the Indebtedness, unless applied by Lender for that purpose under Section 7(e).

(c) If Lender receives a bill or invoice for an Imposition, Lender shall pay the Imposition from the Imposition Deposits held by Lender. Lender shall have no obligation to pay any Imposition to the extent it exceeds Imposition Deposits then held by Lender. Lender may pay an Imposition according to any bill, statement or estimate from the appropriate public office or insurance company without inquiring into the accuracy of the bill, statement or estimate or into the validity of the Imposition.

(d) If at any time the amount of the Imposition Deposits held by Lender for payment of a specific Imposition exceeds the amount reasonably deemed necessary by Lender plus one-sixth of such estimate, the excess shall be credited against future installments of Imposition Deposits. If at any time the amount of the Imposition Deposits held by Lender for payment of a specific Imposition is less than the amount reasonably estimated by Lender to be necessary plus one-sixth of such estimate, Borrower shall pay to Lender the amount of the deficiency within fifteen (15) days after notice from Lender.

(e) If an Event of Default has occurred and is continuing, Lender may apply any Imposition Deposits, in any amounts and in any order as Lender determines, in Lender's discretion, to pay any Impositions or as a credit against the Indebtedness. Upon payment in full of the Indebtedness, Lender shall refund to Borrower any Imposition Deposits held by Lender.

8. **COLLATERAL AGREEMENTS.** Borrower shall deposit with Lender such amounts as may be required by any Collateral Agreement and shall perform all other obligations of Borrower under each Collateral Agreement.

9. **APPLICATION OF PAYMENTS.** If at any time Lender receives, from Borrower or otherwise, any amount applicable to the Indebtedness which is less than all amounts due and payable at such time, then Lender may apply that payment to amounts then due and payable in any manner and in any order determined by Lender, in Lender's discretion. Neither Lender's acceptance of an amount which is less than all amounts then due and payable nor Lender's

application of such payment in the manner authorized shall constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction. Notwithstanding the application of any such amount to the Indebtedness, Borrower's obligations under this Instrument and the Note shall remain unchanged.

10. **COMPLIANCE WITH LAWS.** Borrower shall comply with all laws, ordinances, regulations and requirements of any Governmental Authority and all recorded lawful covenants and agreements relating to or affecting the Mortgaged Property, including all laws, ordinances, regulations, requirements and covenants pertaining to health and safety, construction of improvements on the Mortgaged Property, fair housing, zoning and land use, and Leases. Borrower also shall comply with all applicable laws that pertain to the maintenance and disposition of tenant security deposits. Borrower shall at all times maintain records sufficient to demonstrate compliance with the provisions of this Section 10. Borrower shall take appropriate measures to prevent, and shall not engage in or knowingly permit, any illegal activities at the Mortgaged Property that could endanger tenants or visitors, result in damage to the Mortgaged Property, result in forfeiture of the Mortgaged Property, or otherwise materially impair the lien created by this Instrument or Lender's interest in the Mortgaged Property. Borrower represents and warrants to Lender that no portion of the Mortgaged Property has been or will be purchased with the proceeds of any illegal activity.

11. **USE OF PROPERTY.** Unless required by applicable law, Borrower shall not (a) except for any change in use approved by Lender, allow changes in the use for which all or any part of the Mortgaged Property is being used at the time this Instrument was executed, (b) convert any individual dwelling units or common areas to commercial use, (c) initiate or acquiesce in a change in the zoning classification of the Mortgaged Property, or (d) establish any condominium or cooperative regime with respect to the Mortgaged Property.

12. **PROTECTION OF LENDER'S SECURITY.**

(a) If Borrower fails to perform any of its obligations under this Instrument or any other Loan Document and any applicable grace or cure period has expired, or if any action or proceeding is commenced which purports to affect the Mortgaged Property, Lender's security or Lender's rights under this Instrument, including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Hazardous Materials Laws, fraudulent conveyance or reorganizations or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such actions as Lender reasonably deems necessary to perform such obligations of Borrower and to protect Lender's interest, including (1) payment of fees and out of pocket expenses of attorneys, accountants, inspectors and consultants, (2) entry upon the Mortgaged Property to make repairs or secure the Mortgaged Property, (3) procurement of the insurance required by Section 19, and (4) payment of amounts which Borrower has failed to pay under Sections 15 and 17.

(b) Any amounts disbursed by Lender under this Section 12, or under any other provision of this Instrument that treats such disbursement as being made

under this Section 12, shall be added to, and become part of, the principal component of the Indebtedness, shall be immediately due and payable and shall bear interest from the date of disbursement until paid at the "**Default Rate**", as defined in the Note.

(c) Nothing in this Section 12 shall require Lender to incur any expense or take any action.

13. **INSPECTION.** Lender, its agents, representatives, and designees may make or cause to be made entries upon and inspections of the Mortgaged Property (including environmental inspections and tests) during normal business hours, or at any other reasonable time.

14. **BOOKS AND RECORDS; FINANCIAL REPORTING.**

(a) Borrower shall keep and maintain at all times at the Mortgaged Property or the management agent's offices, and upon Lender's request shall make available at the Mortgaged Property, complete and accurate books of account and records (including copies of supporting bills and invoices) adequate to reflect correctly the operation of the Mortgaged Property, and copies of all written contracts, Leases, and other instruments which affect the Mortgaged Property. The books, records, contracts, Leases and other instruments shall be subject to examination and inspection at any reasonable time by Lender.

(b) Borrower shall furnish to Lender all of the following:

(1) within 120 days after the end of each fiscal year of Borrower, a statement of income and expenses for Borrower's operation of the Mortgaged Property for that fiscal year, a statement of changes in financial position of Borrower relating to the Mortgaged Property for that fiscal year and, when requested by Lender, a balance sheet showing all assets and liabilities of Borrower relating to the Mortgaged Property as of the end of that fiscal year;

(2) within 120 days after the end of each fiscal year of Borrower, and at any other time upon Lender's request, a rent schedule for the Mortgaged Property showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable for the current month, the date through which rent has been paid, and any related information requested by Lender;

(3) within 120 days after the end of each fiscal year of Borrower, and at any other time upon Lender's request, an accounting of all security deposits held pursuant to all Leases, including the name of the institution (if any) and the names and identification numbers of the accounts (if any) in which such security deposits are held and the name of the person to contact at such financial institution, along with any authority

or release necessary for Lender to access information regarding such accounts;

(4) within 120 days after the end of each fiscal year of Borrower, and at any other time upon Lender's request, a statement that identifies all owners of any interest in Borrower and any Controlling Entity and the interest held by each, if Borrower or a Controlling Entity is a corporation, all officers and directors of Borrower and the Controlling Entity, and if Borrower or a Controlling Entity is a limited liability company, all managers who are not members;

(5) upon Lender's request, quarterly income and expense statements for the Mortgaged Property;

(6) upon Lender's request at any time when an Event of Default has occurred and is continuing, monthly income and expense statements for the Mortgaged Property;

(7) upon Lender's request, a monthly property management report for the Mortgaged Property, showing the number of inquiries made and rental applications received from tenants or prospective tenants and deposits received from tenants and any other information requested by Lender; and

(8) upon Lender's request, a balance sheet, a statement of income and expenses for Borrower and a statement of changes in financial position of Borrower for Borrower's most recent fiscal year.

(c) Each of the statements, schedules and reports required by Section 14(b) shall be certified to be complete and accurate by an individual having authority to bind Borrower, and shall be in such form and contain such detail as Lender may reasonably require. Lender also may require that any statements, schedules or reports be audited at Borrower's expense by independent certified public accountants acceptable to Lender.

(d) If Borrower fails to provide in a timely manner the statements, schedules and reports required by Section 14(b) and any applicable grace or cure period has expired, Lender shall have the right to have Borrower's books and records audited, at Borrower's expense, by independent certified public accountants selected by Lender in order to obtain such statements, schedules and reports, and all related costs and expenses of Lender shall become immediately due and payable and shall become an additional part of the Indebtedness as provided in Section 12.

(e) If an Event of Default has occurred and is continuing, Borrower shall deliver to Lender upon written demand all books and records relating to the Mortgaged Property or its operation.

(f) Borrower authorizes Lender to obtain a credit report on Borrower at any time.

15. **TAXES; OPERATING EXPENSES.**

(a) Subject to the provisions of Section 15(c) and Section 15(d), Borrower shall pay, or cause to be paid, all Taxes when due and before the addition of any interest, fine, penalty or cost for nonpayment.

(b) Subject to the provisions of Section 15(c), Borrower shall pay the expenses of operating, managing, maintaining and repairing the Mortgaged Property (including insurance premiums, utilities, repairs and replacements) before the last date upon which each such payment may be made without any penalty or interest charge being added.

(c) As long as no Event of Default exists and Borrower has timely delivered to Lender any bills or premium notices that it has received, Borrower shall not be obligated to pay Taxes, insurance premiums or any other individual Imposition to the extent that sufficient Imposition Deposits are held by Lender for the purpose of paying that specific Imposition. If an Event of Default exists, Lender may exercise any rights Lender may have with respect to Imposition Deposits without regard to whether Impositions are then due and payable. Lender shall have no liability to Borrower for failing to pay any Impositions to the extent that any Event of Default has occurred and is continuing, insufficient Imposition Deposits are held by Lender at the time an Imposition becomes due and payable or Borrower has failed to provide Lender with bills and premium notices as provided above.

(d) Borrower, at its own expense, may contest by appropriate legal proceedings, conducted diligently and in good faith, the amount or validity of any Imposition other than insurance premiums, if (1) Borrower notifies Lender of the commencement or expected commencement of such proceedings, (2) the Mortgaged Property is not in danger of being sold or forfeited, (3) Borrower deposits with Lender reserves sufficient to pay the contested Imposition, if requested by Lender, and (4) Borrower furnishes whatever additional security is required in the proceedings or is reasonably requested by Lender, which may include the delivery to Lender of the reserves established by Borrower to pay the contested Imposition.

(e) Borrower shall promptly deliver to Lender a copy of all notices of, and invoices for, Impositions, and if Borrower pays any Imposition directly, Borrower shall promptly furnish to Lender receipts evidencing such payments.

16. **LIENS; ENCUMBRANCES.** Borrower acknowledges that, to the extent provided in Section 21, the grant, creation or existence of any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance (a "**Lien**") on the Mortgaged Property (other than the lien of this Instrument) or on certain ownership interests in Borrower, whether voluntary,

involuntary or by operation of law, and whether or not such Lien has priority over the lien of this Instrument, is a "**Transfer**" which constitutes an Event of Default and subjects Borrower to personal liability under the Note.

17. **PRESERVATION, MANAGEMENT AND MAINTENANCE OF MORTGAGED PROPERTY.** Borrower (a) shall not commit waste or permit impairment or deterioration of the Mortgaged Property, (b) shall not abandon the Mortgaged Property, (c) shall restore or repair promptly, in a good and workmanlike manner, any damaged part of the Mortgaged Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, whether or not insurance proceeds or condemnation awards are available to cover any costs of such restoration or repair, (d) shall keep the Mortgaged Property in good repair, including the replacement of Personalty and Fixtures with items of equal or better function and quality, (e) shall provide for professional management of the Mortgaged Property by a residential rental property manager satisfactory to Lender under a contract approved by Lender in writing, and (f) shall give notice to Lender of and, unless otherwise directed in writing by Lender, shall appear in and defend any action or proceeding purporting to affect the Mortgaged Property, Lender's security or Lender's rights under this Instrument. Borrower shall not (and shall not permit any tenant or other person to) remove, demolish or alter the Mortgaged Property or any part of the Mortgaged Property except in connection with the replacement of tangible Personalty.

18. **ENVIRONMENTAL HAZARDS.**

(a) Except for matters covered by a written program of operations and maintenance approved in writing by Lender (an "**O&M Program**") or matters described in Section 18(b), Borrower shall not cause or permit any of the following:

(1) the presence, use, generation, release, treatment, processing, storage (including storage in above ground and underground storage tanks), handling, or disposal of any Hazardous Materials on or under the Mortgaged Property or any other property of Borrower that is adjacent to the Mortgaged Property;

(2) the transportation of any Hazardous Materials to, from, or across the Mortgaged Property;

(3) any occurrence or condition on the Mortgaged Property or any other property of Borrower that is adjacent to the Mortgaged Property, which occurrence or condition is or may be in violation of Hazardous Materials Laws; or

(4) any violation of or noncompliance with the terms of any Environmental Permit with respect to the Mortgaged Property or any property of Borrower that is adjacent to the Mortgaged Property.

The matters described in clauses (1) through (4) above are referred to collectively in this Section 18 as "**Prohibited Activities or Conditions.**"

(b) Prohibited Activities and Conditions shall not include the safe and lawful use and storage of quantities of (1) pre-packaged supplies, cleaning materials and petroleum products customarily used in the operation and maintenance of comparable multifamily rental housing properties; (2) cleaning materials, personal grooming items, medical supplies and other items sold in pre-packaged containers for consumer use and used by tenants and occupants of residential dwelling units in the Mortgaged Property; and (3) petroleum products used in the operation and maintenance of motor vehicles from time to time located on the Mortgaged Property's parking areas, so long as all of the foregoing are used, stored, handled, transported and disposed of in compliance with Hazardous Materials Laws.

(c) Borrower shall take all commercially reasonable actions (including the inclusion of appropriate provisions in any Leases executed after the date of this Instrument) to prevent its employees, agents, and contractors, and all tenants and other occupants from causing or permitting any Prohibited Activities or Conditions. Borrower shall not lease or allow the sublease or use of all or any portion of the Mortgaged Property to any tenant or subtenant for nonresidential use by any user that, in the ordinary course of its business, would cause or permit any Prohibited Activity or Condition.

(d) If an O&M Program has been established with respect to Hazardous Materials, Borrower shall comply in a timely manner with, and cause all employees, agents, and contractors of Borrower and any other persons present on the Mortgaged Property to comply with the O&M Program. All costs of performance of Borrower's obligations under any O&M Program shall be paid by Borrower, and Lender's out-of-pocket costs incurred in connection with the monitoring and review of the O&M Program and Borrower's performance shall be paid by Borrower upon demand by Lender. Any such out-of-pocket costs of Lender which Borrower fails to pay promptly shall become an additional part of the Indebtedness as provided in Section 12.

(e) Borrower represents and warrants to Lender that, except as previously disclosed by Borrower to Lender in writing:

(1) Borrower has not at any time engaged in, caused or permitted any Prohibited Activities or Conditions;

(2) to the best of Borrower's knowledge, except as set forth in that certain Phase I Environmental Site Assessment Report dated August 9, 2005 and the Addendum thereto dated August 31, 2005 prepared by RNC Environmental, LLC and that certain Phase II Environmental Site Assessment Report dated May 4, 2006 prepared by RNC Environmental, LLC (collectively, the "**Environmental Report**"), no Prohibited Activities or Conditions exist or have existed; and Borrower has provided Lender with copies of all reports and information acquired by Borrower relating thereto;

(3) except to the extent previously disclosed by Borrower to Lender in writing, the Mortgaged Property does not now contain any underground storage tanks, and, to the best of Borrower's knowledge, the Mortgaged Property has not contained any underground storage tanks in the past. If there is an underground storage tank located on the Property which has been previously disclosed by Borrower to Lender in writing, that tank complies with all requirements of Hazardous Materials Laws;

(4) Borrower has complied with all Hazardous Materials Laws, including all requirements for notification regarding releases of Hazardous Materials. Without limiting the generality of the foregoing, Borrower has obtained all Environmental Permits required for the operation of the Mortgaged Property in accordance with Hazardous Materials Laws now in effect and all such Environmental Permits are in full force and effect;

(5) no event has occurred with respect to the Mortgaged Property that constitutes, or with the passing of time or the giving of notice would constitute, noncompliance with the terms of any Environmental Permit;

(6) to the best of Borrower's knowledge, there are no actions, suits, claims or proceedings pending or threatened that involve the Mortgaged Property and allege, arise out of, or relate to any Prohibited Activity or Condition; and

(7) Borrower has not received any complaint, order, notice of violation or other communication from any Governmental Authority with regard to air emissions, water discharges, noise emissions or Hazardous Materials, or any other environmental, health or safety matters affecting the Mortgaged Property or any other property of Borrower that is adjacent to the Mortgaged Property.

The representations and warranties in this Section 18 shall be continuing representations and warranties that shall be deemed to be made by Borrower throughout the term of the Loan, until the Indebtedness has been paid in full.

(f) Borrower shall promptly notify Lender in writing upon the occurrence of any of the following events:

(1) Borrower's discovery of any Prohibited Activity or Condition;

(2) Borrower's receipt of or knowledge of any complaint, order, notice of violation or other communication from any Governmental Authority or other person with regard to present or future alleged Prohibited Activities or Conditions or any other environmental, health or safety matters affecting the Mortgaged Property or any other property of Borrower that is adjacent to the Mortgaged Property; and

(3) any representation or warranty in this Section 18 becomes untrue after the date of this Agreement.

Any such notice given by Borrower shall not relieve Borrower of, or result in a waiver of, any obligation under this Instrument, the Note, or any other Loan Document.

(g) Borrower shall pay promptly the costs of any environmental inspections, tests or audits ("**Environmental Inspections**") required by Lender in connection with any foreclosure or deed in lieu of foreclosure, or as a condition of Lender's consent to any Transfer under Section 21, or required by Lender following a reasonable determination by Lender that Prohibited Activities or Conditions may exist. Any such costs incurred by Lender (including the fees and out-of-pocket costs of attorneys and technical consultants whether incurred in connection with any judicial or administrative process or otherwise) which Borrower fails to pay promptly shall become an additional part of the Indebtedness as provided in Section 12. The results of all Environmental Inspections made by Lender shall at all times remain the property of Lender and Lender shall have no obligation to disclose or otherwise make available to Borrower or any other party such results or any other information obtained by Lender in connection with its Environmental Inspections. Lender hereby reserves the right, and Borrower hereby expressly authorizes Lender, to make available to any party, including any prospective bidder at a foreclosure sale of the Mortgaged Property, the results of any Environmental Inspections made by Lender with respect to the Mortgaged Property. Borrower consents to Lender notifying any party (either as part of a notice of sale or otherwise) of the results of any of Lender's Environmental Inspections or any other Environmental Inspections made in connection with the Loan. Borrower acknowledges that Lender cannot control or otherwise assure the truthfulness or accuracy of the results of any of its Environmental Inspections and that the release of such results to prospective bidders at a foreclosure sale of the Mortgaged Property may have a material and adverse effect upon the amount which a party may bid at such sale. Borrower agrees that Lender shall have no liability whatsoever as a result of delivering the results of any of its Environmental Inspections to any third party, and Borrower hereby releases and forever discharges Lender from any and all claims, damages, or causes of action, arising out of, connected with or incidental to the results of, the delivery of any of Lender's Environmental Inspections.

(h) If any investigation, site monitoring, containment, clean-up, restoration or other remedial work ("**Remedial Work**") is necessary to comply with any Hazardous Materials Law or order of any Governmental Authority that has or acquires jurisdiction over the Mortgaged Property or the use, operation or improvement of the Mortgaged Property under any Hazardous Materials Law, Borrower shall, by the earlier of (1) the applicable deadline required by Hazardous Materials Law or (2) thirty (30) days after notice from Lender demanding such action, begin performing the Remedial Work, and thereafter diligently prosecute it to completion, and shall in any event complete the work by the time required by applicable Hazardous Materials Law. If Borrower fails to

begin on a timely basis or diligently prosecute any required Remedial Work, Lender may, at its option, cause the Remedial Work to be completed, in which case Borrower shall reimburse Lender on demand for the cost of doing so. Any reimbursement due from Borrower to Lender shall become part of the Indebtedness as provided in Section 12.

(i) Borrower shall cooperate with any inquiry by any Governmental Authority and shall comply with any governmental or judicial order which arises from any alleged Prohibited Activity or Condition.

(j) Borrower shall indemnify, hold harmless and defend (i) Lender, (ii) any prior owner or holder of the Note, (iii) the Loan Servicer, (iv) any prior Loan Servicer, (v) the officers, directors, shareholders, partners, employees and trustees of any of the foregoing, and (vi) the heirs, legal representatives, successors and assigns of each of the foregoing (collectively, the "**Indemnitees**") from and against all proceedings, claims, damages, penalties and costs (whether initiated or sought by Governmental Authorities or private parties), including fees and out of pocket expenses of attorneys and expert witnesses, investigatory fees, and remediation costs, whether incurred in connection with any judicial or administrative process or otherwise, arising directly or indirectly from any of the following:

(1) any breach of any representation or warranty of Borrower in this Section 18;

(2) any failure by Borrower to perform any of its obligations under this Section 18;

(3) the existence or alleged existence of any Prohibited Activity or Condition;

(4) the presence or alleged presence of Hazardous Materials on or under the Mortgaged Property or any property of Borrower that is adjacent to the Mortgaged Property; and

(5) the actual or alleged violation of any Hazardous Materials Law.

(6) any loss or damage resulting from a loss of priority of this Security Instrument due to an imposition of a lien against the Property.

(k) Counsel selected by Borrower to defend Indemnitees shall be subject to the approval of those Indemnitees.

(l) Borrower shall not, without the prior written consent of those Indemnitees who are named as parties to a claim or legal or administrative proceeding (a "**Claim**"), settle or compromise the Claim if the settlement (1) results in the entry of any judgment that does not include as an unconditional term

the delivery by the claimant or plaintiff to Lender of a written release of those Indemnitees, satisfactory in form and substance to Lender; or (2) may materially and adversely affect Lender, as determined by Lender in its discretion.

(m) Borrower's obligation to indemnify the Indemnitees under this Section 18 shall not be limited or impaired by any of the following, or by any failure of Borrower or any guarantor to receive notice of or consideration for any of the following:

(1) any amendment or modification of any Loan Document;

(2) any extensions of time for performance required by any Loan Document;

(3) any provision in any of the Loan Documents limiting Lender's recourse to property securing the Indebtedness, or limiting the personal liability of Borrower or any other party for payment of all or any part of the Indebtedness;

(4) the accuracy or inaccuracy of any representations and warranties made by Borrower under this Instrument or any other Loan Document;

(5) the release of Borrower or any other person, by Lender or by operation of law, from performance of any obligation under any Loan Document;

(6) the release or substitution in whole or in part of any security for the Indebtedness; and

(7) Lender's failure to properly perfect any lien or security interest given as security for the Indebtedness.

(n) Borrower shall, at its own cost and expense, do all of the following:

(1) pay or satisfy any judgment or decree that may be entered against any Indemnitee or Indemnitees in any legal or administrative proceeding incident to any matters against which Indemnitees are entitled to be indemnified under this Section 18;

(2) reimburse Indemnitees for any expenses paid or incurred in connection with any matters against which Indemnitees are entitled to be indemnified under this Section 18; and

(3) reimburse Indemnitees for any and all expenses, including fees and out of pocket expenses of attorneys and expert witnesses, paid or incurred in connection with the enforcement by Indemnitees of their rights

under this Section 18, or in monitoring and participating in any legal or administrative proceeding.

(o) In any circumstances in which the indemnity under this Section 18 applies, any Indemnitee may employ its own legal counsel and consultants to prosecute, defend or negotiate any claim or legal or administrative proceeding and any Indemnitee, with the prior written consent of Borrower (which shall not be unreasonably withheld, delayed or conditioned) may settle or compromise any action or legal or administrative proceeding. Borrower shall reimburse each Indemnitee upon demand for all costs and expenses incurred by each Indemnitee, including all costs of settlements entered into in good faith, and the fees and out of pocket expenses of such attorneys and consultants.

(p) The provisions of this Section 18 shall be in addition to any and all other obligations and liabilities that Borrower may have under applicable law or under other Loan Documents, and each Indemnitee shall be entitled to indemnification under this Section 18 without regard to whether Lender or that Indemnitee has exercised any rights against the Mortgaged Property or any other security, pursued any rights against any guarantor, or pursued any other rights available under the Loan Documents or applicable law. If Borrower consists of more than one person or entity, the obligation of those persons or entities to indemnify the Indemnitees under this Section 18 shall be joint and several. The obligation of Borrower to indemnify the Indemnitees under this Section 18 shall survive any repayment or discharge of the Indebtedness, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of this Instrument.

19. **PROPERTY AND LIABILITY INSURANCE.**

(a) Borrower shall keep the Improvements insured at all times against such hazards as Lender may from time to time require, which insurance shall include but not be limited to coverage against loss by fire and allied perils, general boiler and machinery coverage, and business income coverage. Lender's insurance requirements may change from time to time throughout the term of the Indebtedness. If Lender so requires, such insurance shall also include sinkhole insurance, mine subsidence insurance, earthquake insurance, and, if the Mortgaged Property does not conform to applicable zoning or land use laws, building ordinance or law coverage. If any of the Improvements is located in an area identified by the Federal Emergency Management Agency (or any successor to that agency) as an area having special flood hazards, and if flood insurance is available in that area, Borrower shall insure such Improvements against loss by flood.

(b) All premiums on insurance policies required under Section 19(a) shall be paid in the manner provided in Section 7, unless Lender has designated in writing another method of payment. All such policies shall also be in a form approved by Lender. All policies of property damage insurance shall include a

non-contributing, non-reporting mortgage clause in favor of, and in a form approved by, Lender. Lender shall have the right to hold the original policies or duplicate original policies of all insurance required by Section 19(a). Borrower shall promptly deliver to Lender a copy of all renewal and other notices received by Borrower with respect to the policies and all receipts for paid premiums. At least thirty (30) days prior to the expiration date of a policy, Borrower shall deliver to Lender the original (or a duplicate original) of a renewal policy in form satisfactory to Lender.

(c) Borrower shall maintain at all times commercial general liability insurance, workers' compensation insurance and such other liability, errors and omissions and fidelity insurance coverages as Lender may from time to time require.

(d) All insurance policies and renewals of insurance policies required by this Section 19 (1) shall be issued by insurance companies satisfactory to Lender, (2) shall meet the requirements set forth in the Federal Home Loan Mortgage Corporation and the Fannie Mae Selling and Servicing Guides as such requirements may change from time to time and (3) shall be in such amounts, for such periods, and under such terms as Lender may from time to time require. Approval of insurance policies with coverages, amounts, deductibles, or other terms and conditions less favorable to Lender than the terms of the policies in force at closing of the Loan shall be at Lender's sole discretion.

(e) Borrower shall comply with all insurance requirements and shall not permit any condition to exist on the Mortgaged Property that would invalidate any part of any insurance coverage that this Instrument requires Borrower to maintain.

(f) In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and appoints Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claims under policies of property damage insurance, to appear in and prosecute any action arising from such property damage insurance policies, to collect and receive the proceeds of property damage insurance, and to deduct from such proceeds Lender's expenses incurred in the collection of such proceeds. This power of attorney is coupled with an interest and therefore is irrevocable. However, nothing contained in this Section 19 shall require Lender to incur any expense or take any action. Lender may, at Lender's option, (1) hold the balance of such proceeds to be used to reimburse Borrower for the cost of restoring and repairing the Mortgaged Property to the equivalent of its original condition or to a condition approved by Lender (the "**Restoration**"), or (2) apply the balance of such proceeds to the payment of the Indebtedness, whether or not then due. To the extent Lender determines to apply insurance proceeds to Restoration, Lender shall do so in accordance with Lender's then-current policies relating to the restoration of casualty damage on similar multifamily properties.

(g) Lender shall not exercise its option to apply insurance proceeds to the payment of the Indebtedness if all of the following conditions are met: (1) no Event of Default (or any event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default) has occurred and is continuing; (2) Lender determines, in its discretion, that there will be sufficient funds to complete the Restoration; (3) Lender determines, in its discretion, that the rental income from the Mortgaged Property after completion of the Restoration will be sufficient to meet all operating costs and other expenses, Imposition Deposits, deposits to reserves and loan repayment obligations relating to the Mortgaged Property; and (4) Lender determines, in its discretion, that the Restoration will be completed before the earlier of (A) one year before the maturity date of the Note or (B) one year after the date of the loss or casualty.

(h) If the Mortgaged Property is sold at a foreclosure sale or Lender acquires title to the Mortgaged Property, Lender shall automatically succeed to all rights of Borrower in and to any insurance policies and unearned insurance premiums and in and to the proceeds resulting from any damage to the Mortgaged Property prior to such sale or acquisition.

20. **CONDEMNATION.**

(a) Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property, whether direct or indirect (a "**Condemnation**"). Borrower shall appear in and prosecute or defend any action or proceeding relating to any Condemnation unless otherwise directed by Lender in writing. Borrower authorizes and appoints Lender as attorney-in-fact for Borrower to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any Condemnation and to settle or compromise any claim in connection with any Condemnation. This power of attorney is coupled with an interest and therefore is irrevocable. However, nothing contained in this Section 20 shall require Lender to incur any expense or take any action. Borrower hereby transfers and assigns to Lender all right, title and interest of Borrower in and to any award or payment with respect to (i) any Condemnation, or any conveyance in lieu of Condemnation, and (ii) any damage to the Mortgaged Property caused by governmental action that does not result in a Condemnation.

(b) Lender may apply such awards or proceeds, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to the restoration or repair of the Mortgaged Property or to the payment of the Indebtedness, with the balance, if any, to Borrower. Unless Lender otherwise agrees in writing, any application of any awards or proceeds to the Indebtedness shall not extend or postpone the due date of any monthly installments referred to in the Note, Section 7 of this Instrument or any Collateral Agreement, or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards or proceeds as Lender may require.

21. **TRANSFERS OF THE MORTGAGED PROPERTY OR INTERESTS IN BORROWERS.**

(a) The occurrence of any of the following events shall constitute an Event of Default under this Instrument:

(1) A Transfer of all or any part of the Mortgaged Property or any interest in the Mortgaged Property;

(2) if Borrower is a limited partnership, a Transfer of any general partnership interest;

(3) if Borrower is a general partnership or a joint venture, a Transfer of any general partnership or joint venture interest in Borrower;

(4) if Borrower is a limited liability company, a Transfer of (A) any membership interest in Borrower which would cause the Initial Owners to own less than 51% of all the membership interests in Borrower, or (B) any membership or other interest of a manager in Borrower;

(5) if Borrower is a corporation, (A) the Transfer of any voting stock in Borrower which would cause the Initial Owners to own less than 51% of any class of voting stock in Borrower or (B) if the outstanding voting stock in Borrower is held by 100 or more shareholders, one or more transfers by a single transferor within a 12-month period affecting an aggregate of 5% or more of that stock;

(6) if Borrower is a trust, (A) a Transfer of any beneficial interest in Borrower which would cause the Initial Owners to own less than 51% of all the beneficial interests in Borrower, or (B) the termination or revocation of the trust, or (C) the removal, appointment or substitution of a trustee of Borrower; and

(7) a Transfer of any interest in a Controlling Entity which, if such Controlling Entity were Borrower, would result in an Event of Default under any of Sections 21(a)(1) through (6) above.

Lender shall not be required to demonstrate any actual impairment of its security or any increased risk of default in order to exercise any of its remedies with respect to an Event of Default under this Section 21.

(b) The occurrence of any of the following events shall not constitute an Event of Default under this Instrument, notwithstanding any provision of Section 21(a) to the contrary:

(1) a Transfer to which Lender has consented;

(2) A Transfer that occurs by devise, descent, or by operation of law upon the death of a natural person;

(3) the grant of a leasehold interest in an individual dwelling unit for a term of two years or less not containing an option to purchase;

(4) a Transfer of obsolete or worn out Personalty or Fixtures that are contemporaneously replaced by items of equal or better function and quality, which are free of liens, encumbrances and security interests other than the Permitted Exceptions and those created by the Loan Documents or consented to by Lender;

(5) the grant of an easement, if before the grant Lender determines that the easement will not materially affect the operation or value of the Mortgaged Property or Lender's interest in the Mortgaged Property, and Borrower pays to Lender, upon demand, all costs and expenses incurred by Lender in connection with reviewing Borrower's request;

(6) the creation of a mechanic's, materialman's, or judgment lien against the Mortgaged Property which is released of record or otherwise remedied to Lender's satisfaction within (30) days of the later of (a) its due date or (b) the date of creation;

(c) Lender may consent, in its discretion, to a Transfer that would otherwise violate this Section 21 if, prior to the Transfer, Borrower has satisfied each of the following requirements;

(1) the submission to Lender of all information required by Lender to make the determination required by this Section 21(c);

(2) the Mortgaged Property and the transferee meet all of the eligibility, credit, management and other standards (including but not limited to any standards with respect to previous relationships between Lender and the transferee and the organization of the transferee) customarily applied by Lender to the approval of borrowers and properties in connection with the origination or purchase of similar mortgages or deeds of trust on multifamily properties;

(3) the absence of any Event of Default;

(4) the execution of an assumption agreement that is acceptable to Lender and that, among other things, requires the transferee to perform all obligations of Borrower set forth in the Note, this Instrument and any other Loan Documents, and may require that the transferee comply with any provisions of this Instrument or any other Loan Document which previously may have been waived by Lender; and

(5) Lender's receipt of all of the following:

(A) a review fee in the amount of $5,000.00; and

(B) a transfer fee in an amount equal to 1% of the unpaid principal balance of the Indebtedness immediately before the transfer.

22. **EVENTS OF DEFAULT.** The occurrence of any one or more of the following shall constitute an Event of Default under this Instrument:

(a) any failure by Borrower to pay or deposit when due any amount required by the Note, this Instrument or any other Loan Document;

(b) any failure by Borrower to maintain the insurance coverage required by Section 19;

(c) any failure by Borrower to comply with the provisions of Section 33;

(d) fraud or material misrepresentation or material omission by Borrower, any of its officers, directors, trustees, general partners or managers or any guarantor in connection with (A) the application for or creation of the Indebtedness, (B) any financial statement, rent roll, or other report or information provided to Lender during the term of the Indebtedness, or (C) any request for Lender's consent to any proposed action, including a request for disbursement of funds under any Collateral Agreement;

(e) any Event of Default under Section 21;

(f) the commencement of a forfeiture action or proceeding, whether civil or criminal, which, in Lender's reasonable judgment, could result in a forfeiture of the Mortgaged Property or otherwise materially impair the lien created by this Instrument or Lender's interest in the Mortgaged Property;

(g) any failure by Borrower to perform any of its obligations under this Instrument (other than those specified in Sections 22(a) through (f)), as and when required, which continues for a period of 30 days after written notice of such failure by Lender to Borrower. However, no such notice or grace period shall apply in the case of any such failure which could, in Lender's judgment, absent immediate exercise by Lender of a right or remedy under this Instrument, result in harm to Lender, impairment of the Note or this Instrument or any other security given under any other Loan Document;

(h) any failure by Borrower to perform any of its obligations as and when required under any Loan Document other than this Instrument which continues beyond the applicable cure period, if any, specified in that Loan Document;

(i) any exercise by the holder of any debt instrument secured by a mortgage, deed of trust or deed to secure debt on the Mortgaged Property of a right to declare all amounts due under that debt instrument immediately due and payable;

(j) Borrower voluntarily files for bankruptcy protection under the United States Bankruptcy Code or voluntarily becomes subject to any reorganization, receivership, insolvency proceeding or other similar proceeding pursuant to any other federal or state law affecting debtor and creditor rights, or an involuntary case is commenced against Borrower by any creditor (other than Lender) of Borrower pursuant to the United States Bankruptcy Code or other federal or state law affecting debtor and creditor rights and is not dismissed or discharged within sixty (60) days after filing; and

(k) any failure by the Borrower to achieve or otherwise satisfy the Stabilization Requirement.

23. **REMEDIES CUMULATIVE.** Each right and remedy provided in this Instrument is distinct from all other rights or remedies under this Instrument or any other Loan Document or afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order.

24. **FORBEARANCE.**

(a) Lender may (but shall not be obligated to) agree with Borrower, from time to time, and without giving notice to, or obtaining the consent of, or having any effect upon the obligations of, any guarantor or other third party obligor, to take any of the following actions: extend the time for payment of all or any part of the Indebtedness; reduce the payments due under this Instrument, the Note, or any other Loan Document; release anyone liable for the payment of any amounts under this Instrument, the Note, or any other Loan Document; accept a renewal of the Note; modify the terms and time of payment of the Indebtedness; join in any extension or subordination agreement; release any Mortgaged Property; take or release other or additional security; modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable under the Note; and otherwise modify this Instrument, the Note, or any other Loan Document.

(b) Any forbearance by Lender in exercising any right or remedy under the Note, this Instrument, or any other Loan Document or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of all or any part of the Indebtedness after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender's right to require prompt payment when due of all other payments on account of the Indebtedness or to exercise any remedies for any failure to make prompt payment. Enforcement by Lender of any security for the Indebtedness shall not constitute an election by

Lender of remedies so as to preclude the exercise of any other right available to Lender. Lender's receipt of any awards or proceeds under Sections 19 and 20 shall not operate to cure or waive any Event of Default.

25. **LOAN CHARGES.** If any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in any Loan Document, whether considered separately or together with other charges levied in connection with any other Loan Document, violates that law, and Borrower is entitled to the benefit of that law, that charge is hereby reduced to the extent necessary to eliminate that violation. The amounts, if any, previously paid to Lender in excess of the permitted amounts shall be applied by Lender to reduce the principal of the Indebtedness. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all Indebtedness which constitutes interest, as well as all other charges levied in connection with the Indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest so computed is uniform throughout the stated term of the Note.

26. **WAIVER OF STATUTE OF LIMITATIONS.** To the extent permitted by applicable law, Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce any Loan Document.

27. **WAIVER OF MARSHALLING.** Notwithstanding the existence of any other security interests in the Mortgaged Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided in this Instrument, the Note, any other Loan Document or applicable law. Lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Borrower and any party who now or in the future acquires a security interest in the Mortgaged Property and who has actual or constructive notice of this Instrument waives any and all right to require the marshalling of assets or to require that any of the Mortgaged Property be sold in the inverse order of alienation or that any of the Mortgaged Property be sold in parcels or as an entirety in connection with the exercise of any of the remedies permitted by applicable law or provided in this Instrument.

28. **FURTHER ASSURANCES.** Borrower shall execute, acknowledge, and deliver, at its sole cost and expense, all further acts, deeds, conveyances, assignments, estoppel certificates, financing statements, transfers and assurances as Lender may require from time to time in order to better assure, grant, and convey to Lender the rights intended to be granted, now or in the future, to Lender under this Instrument and the Loan Documents. In furtherance thereof, on the request of Lender, Borrower shall re-execute or ratify any of the Loan Documents or execute any other documents or take such other actions as may be reasonably necessary to effect the assignment, pledge or other transfer of the Loan to any party that may purchase, insure, credit enhance or otherwise finance all or any part of the Loan, including, without limitation, Freddie Mac, Fannie Mae, the U.S. Department of Housing and Urban Development, or any insurance company, conduit lender or any other lender or investor.

29. **ESTOPPEL CERTIFICATE.** Within ten (10) days after a request from Lender, Borrower shall deliver to Lender a written statement, signed and acknowledged by Borrower, certifying to Lender or any person designated by Lender, as of the date of such statement, (i) that the Loan Documents are unmodified and in full force and effect (or, if there have been modifications, that the Loan Documents are in full force and effect as modified and setting forth such modifications); (ii) the unpaid principal balance of the Note; (iii) the date to which interest under the Note has been paid; (iv) that Borrower is not in default in paying the Indebtedness or in performing or observing any of the covenants or agreements contained in this Instrument or any of the other Loan Documents (or, if the Borrower is in default, describing such default in reasonable detail); (v) whether or not there are then existing any setoffs or defenses known to Borrower against the enforcement of any right or remedy of Lender under the Loan Documents; and (vi) any additional facts reasonably requested by Lender.

30. **GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE.**

(a) This Instrument, and any Loan Document which does not itself expressly identify the law that is to apply to it, shall be governed by the laws of the jurisdiction in which the Land is located (the "**Property Jurisdiction**").

(b) Borrower agrees that any controversy arising under or in relation to the Note, this Instrument, or any other Loan Document shall be litigated exclusively in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the Note, any security for the Indebtedness, or any other Loan Document. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

31. **NOTICE.**

(a) All notices, demands and other communications ("**notice**") under or concerning this Instrument shall be in writing. Each notice shall be addressed to the intended recipient at its address set forth in this Instrument, and shall be deemed given on the earliest to occur of (1) the date when the notice is received by the addressee; (2) the first Business Day after the notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next Business Day delivery; or (3) the third Business Day after the notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested. As used in this Section 31, the term "Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business. Notices to the Borrower shall be sent to the address set forth on the first page of this Instrument and to Central Valley Coalition for Affordable Housing, 3351 M Street, Suite 100, Merced, California 95348, Attention: Christina Alley, CEO.

(b) Any party to this Instrument may change the address to which notices intended for it are to be directed by means of notice given to the other party in accordance with this Section 31. Each party agrees that it will not refuse or reject delivery of any notice given in accordance with this Section 31, that it will acknowledge, in writing, the receipt of any notice upon request by the other party and that any notice rejected or refused by it shall be deemed for purposes of this Section 31 to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.

(c) Any notice under the Note and any other Loan Document which does not specify how notices are to be given shall be given in accordance with this Section 31.

32. **SALE OF NOTE; CHANGE IN SERVICER.** The Note or a partial interest in the Note (together with this Instrument and the other Loan Documents) may be sold one or more times without prior notice to Borrower. A sale may result in a change of the Loan Servicer. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given notice of the change.

33. **SINGLE ASSET BORROWER.** Until the Indebtedness is paid in full, Borrower (a) shall not acquire any real or personal property other than the Mortgaged Property and personal property related to the management, operation and maintenance of the Mortgaged Property; (b) shall not operate any business other than the management and operation of the Mortgaged Property; and (c) shall not maintain its assets in a way difficult to segregate and identify.

34. **SUCCESSORS AND ASSIGNS BOUND.** This Instrument shall bind, and the rights granted by this Instrument shall inure to, the respective successors and assigns of Lender and Borrower. However, a Transfer not permitted by Section 21 shall be an Event of Default.

35. **JOINT AND SEVERAL LIABILITY.** If more than one person or entity signs this Instrument as Borrower, the obligations of such persons and entities shall be joint and several.

36. **RELATIONSHIP OF PARTIES; NO THIRD PARTY BENEFICIARY.**

(a) The relationship between Lender and Borrower shall be solely that of creditor and debtor, respectively, and nothing contained in this Instrument shall create any other relationship between Lender and Borrower.

(b) No creditor of any party to this Instrument and no other person shall be a third party beneficiary of this Instrument or any other Loan Document. Without limiting the generality of the preceding sentence, (1) any arrangement (a "**Servicing Arrangement**") between the Lender and any Loan Servicer for loss sharing or interim advancement of funds shall constitute a contractual obligation of such Loan Servicer that is independent of the obligation of Borrower for the payment of the Indebtedness, (2) Borrower shall not be a third party beneficiary of any Servicing Arrangement, and (3) no payment by the Loan Servicer under any Servicing Arrangement will reduce the amount of the Indebtedness.

37. **SEVERABILITY; AMENDMENTS.** The invalidity or unenforceability of any provision of this Instrument shall not affect the validity or enforceability of any other provision, and all other provisions shall remain in full force and effect. This Instrument contains the entire agreement among the parties as to the rights granted and the obligations assumed in this Instrument. This Instrument may not be amended or modified except by a writing signed by the party against whom enforcement is sought; provided, however, that in the event of a Transfer, any or some or all of the Modifications to Instrument set forth in Exhibit B (if any) may be modified or rendered void by Lender at Lender's option by notice to Borrower/transferee.

38. **CONSTRUCTION.** The captions and headings of the sections of this Instrument are for convenience only and shall be disregarded in construing this Instrument. Any reference in this Instrument to an "Exhibit" or a "Section" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit attached to this Instrument or to a Section of this Instrument. All Exhibits attached to or referred to in this Instrument are incorporated by reference into this Instrument. Any reference in this Instrument to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time. Use of the singular in this Agreement includes the plural and use of the plural includes the singular. As used in this Instrument, the term "including" means "including, but not limited to."

39. **LOAN SERVICING.** All actions regarding the servicing of the Loan, including the collection of payments, the giving and receipt of notice, inspections of the Mortgaged Property, inspections of books and records, and the granting of consents and approvals, may be taken by the Loan Servicer unless Borrower receives notice to the contrary. If Borrower receives conflicting notices regarding the identity of the Loan Servicer or any other subject, any such notice from Lender shall govern.

40. **DISCLOSURE OF INFORMATION.** Lender may furnish information regarding Borrower or the Mortgaged Property to third parties with an existing or prospective interest in the servicing, enforcement, evaluation, performance, purchase or securitization of the Indebtedness, including but not limited to trustees, master servicers, special servicers, rating agencies, and organizations maintaining databases on the underwriting and performance of multifamily mortgage loans. Borrower irrevocably waives any and all rights it may have under applicable law to prohibit such disclosure, including but not limited to any right of privacy.

41. **NO CHANGE IN FACTS OR CIRCUMSTANCES.** All information in the application for the Loan submitted to Lender (the "**Loan Application**") and in all financial statements, rent rolls, reports, certificates and other documents submitted in connection with the Loan Application are complete and accurate in all material respects. There has been no material adverse change in any fact or circumstance that would make any such information incomplete or inaccurate.

42. **SUBROGATION.** If, and to the extent that, the proceeds of the Loan are used to pay, satisfy or discharge any obligation of Borrower for the payment of money that is secured by a pre-existing mortgage, deed of trust or other lien encumbering the Mortgaged Property (a "**Prior Lien**"), such loan proceeds shall be deemed to have been advanced by Lender at Borrower's request, and Lender shall automatically, and without further action on its part, be

subrogated to the rights, including lien priority, of the owner or holder of the obligation secured by the Prior Lien, whether or not the Prior Lien is released.

43. **ACCELERATION; REMEDIES.** If an Event of Default has occurred and is continuing, Lender, at Lender's option, may declare the Indebtedness to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by California law or provided in this Instrument or in any other Loan Document. Borrower acknowledges that the power of sale granted in this Instrument may be exercised by Lender without prior judicial hearing. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including attorneys' fees, costs of documentary evidence, abstracts and title reports.

If the power of sale is invoked, Lender shall execute a written notice of the occurrence of an Event of Default and of Lender's election to cause the Mortgaged Property to be sold and shall cause the notice to be recorded in each county in which the Mortgaged Property or some part of the Mortgaged Property is located. Trustee shall give notice of default and notice of sale and shall sell the Mortgaged Property according to California law. Trustee may sell the Mortgaged Property at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone the sale of all or any part of the Mortgaged Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Mortgaged Property at any sale.

Trustee shall deliver to the purchaser at the sale, within a reasonable time after the sale, a deed conveying the Mortgaged Property so sold without any express or implied covenant or warranty. The recitals in Trustee's deed shall be prima facie evidence of the truth of the statements made in those recitals. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including Trustee's fees not to exceed 5% of the gross sales price, attorneys' fees and costs of title evidence; (b) to the Indebtedness in such order as Lender, in Lender's discretion, directs; and (c) the excess, if any, to the person or persons legally entitled to the excess.

44. **RECONVEYANCE.** Upon payment of the Indebtedness, Lender shall request Trustee to reconvey the Mortgaged Property and shall surrender this Instrument and the Note to Trustee. Trustee shall reconvey the Mortgaged Property without warranty to the person or persons legally entitled to the Mortgaged Property. Such person or persons shall pay Trustee's reasonable costs incurred in so reconveying the Mortgaged Property.

45. **SUBSTITUTE TRUSTEE.** Lender, at Lender's option, may from time to time, by a written instrument, appoint a successor trustee, which instrument, when executed and acknowledged by Lender and recorded in the office of the Recorder of the county or counties where the Mortgaged Property is situated, shall be conclusive proof of proper substitution of the successor trustee. The successor trustee shall, without conveyance of the Mortgaged Property, succeed to all the title, power and duties conferred upon the Trustee in this Instrument and by California law. The instrument of substitution shall contain the name of the original Lender, Trustee and Borrower under this Instrument, the book and page where this Instrument is recorded, and the name and address of the successor trustee. If notice of default has been

recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee have been paid to such Trustee, who shall endorse receipt of those costs, fees and expenses upon the instrument of substitution. The procedure provided for substitution of trustee in this Instrument shall govern to the exclusion of all other provisions for substitution, statutory or otherwise.

46. **STATEMENT OF OBLIGATION.** Lender may collect a fee not to exceed the maximum allowed by applicable law for furnishing the statement of obligation as provided in Section 2943 of the Civil Code of California.

47. **SPOUSE'S SEPARATE PROPERTY.** Each Borrower who is a married person expressly agrees that recourse may be had against his or her separate property.

48. **FIXTURE FILING.** This Instrument is also a fixture filing under the Uniform Commercial Code of California.

49. **ADDITIONAL PROVISION REGARDING APPLICATION OF PAYMENTS.** In addition to the provisions of Section 9, Borrower further agrees that, if Lender accepts a guaranty of only a portion of the Indebtedness, Borrower waives its right under California Civil Code Section 2822(a), to designate the portion of the Indebtedness which shall be satisfied by a guarantor's partial payment.

50. **WAIVER OF MARSHALLING; OTHER WAIVERS.** To the extent permitted by law, Borrower waives (i) the benefit of all present or future laws providing for any appraisement before sale of any portion of the Mortgaged Property, (ii) all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the whole of the Indebtedness and marshalling in the event of foreclosure of the lien created by this Instrument, (iii) all rights and remedies which Borrower may have or be able to assert by reason of the laws of the State of California pertaining to the rights and remedies of sureties, (iv) the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce the Note or any other obligation secured by this Instrument, and (v) any rights, legal or equitable, to require marshalling of assets or to require upon foreclosure sales in a particular order, including any rights under California Civil Code Sections 2899 and 3433. Lender shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided by this Instrument. Lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of the remedies provided by this Instrument. By signing this Instrument, Borrower does not waive its rights under Section 2924c of the California Civil Code.

51. **ADDITIONAL PROVISIONS CONCERNING ENVIRONMENTAL HAZARDS.** In addition to the provisions of Section 18:

(a) Except for matters covered by an O&M Program or matters described in Section 18(b), Borrower shall not cause or permit any lien (whether or not such lien has priority over the lien created by this Instrument) upon the Mortgaged Property imposed pursuant to any Hazardous Materials Laws. Any such lien shall be considered a Prohibited Activity or Condition.

(b) Borrower represents and warrants to Lender that, except as previously disclosed by Borrower to Lender in writing:

(1) at the time of acquiring the Mortgaged Property, Borrower undertook all appropriate inquiry into the previous ownership and uses of the Mortgaged Property consistent with good commercial or customary practice and no evidence or indication came to light which would suggest that the Mortgaged Property has been or is now being used for any Prohibited Activities or Conditions; and

(2) the Mortgaged Property has not been designated as "hazardous waste property" or "border zone property" pursuant to Section 25220, *et seq.*, of the California Health and Safety Code.

The representations and warranties in this Section 51(b) shall be continuing representations and warranties that shall be deemed to be made by Borrower throughout the term of the loan evidenced by the Note, until the Indebtedness has been paid in full.

(3) Without limiting any of the remedies provided in this Instrument, Borrower acknowledges and agrees that each of the provisions in Section 18 and in this Section 51 is an environmental provision (as defined in Section 736(f)(2) of the California Code of Civil Procedure) made by Borrower relating to the real property security (the "**Environmental Provisions**"), and that Borrower's failure to comply with any of the Environmental Provisions will be a breach of contract that will entitle Lender to pursue the remedies provided by Section 736 of the California Code of Civil Procedure ("**Section 736**") for the recovery of damages and for the enforcement of the Environmental Provisions. Pursuant to Section 736, Lender's action for recovery of damages or enforcement of the Environmental Provisions shall not constitute an action within the meaning of Section 726(a) of the California Code of Civil Procedure or constitute a money judgment for a deficiency or a deficiency judgment within the meaning of Sections 580a, 580b, 580d, or 726(b) of the California Code of Civil Procedure.

(4) Any reference in this Instrument or in any other Loan Document to Section 18 of this Instrument shall be construed as referring together to Section 18 and this Section 51.

52. **WAIVER OF TRIAL BY JURY. BORROWER AND LENDER EACH (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.**

ATTACHED EXHIBITS. The following Exhibits are attached to this Instrument:

|X| Exhibit A Description of the Land (required).

|X| Exhibit B Modifications to Instrument

[Signature Page Follows.]

IN WITNESS WHEREOF, Borrower has signed and delivered this Instrument or has caused this Instrument to be signed and delivered by its duly authorized representative.

BORROWER:

PORTERVILLE PACIFIC ASSOCIATES,
A CALIFORNIA LIMITED PARTNERSHIP

By: Roope L.L.C., an Idaho limited liability company, Administrative General Partner

By: _____
Name: Caleb J. Roope
Title: Manager

By: Central Valley Coalition For Affordable Housing, a California nonprofit public benefit corporation, Managing General Partner

By: _____
Name: Christina Alley
Title: Chief Executive Officer

20-5202487
Borrower's Employer ID Number

IN WITNESS WHEREOF, Borrower has signed and delivered this Instrument or has caused this Instrument to be signed and delivered by its duly authorized representative.

BORROWER:

PORTERVILLE PACIFIC ASSOCIATES,
A CALIFORNIA LIMITED PARTNERSHIP

By: Roope L.L.C., an Idaho limited liability company, Administrative General Partner

By: _____
Name: Caleb J. Roope
Title: Manager

By: Central Valley Coalition For Affordable Housing, a California nonprofit public benefit corporation, Managing General Partner

By: Christina Alley
Name: Christina Alley
Title: Chief Executive Officer

20-5202487
Borrower's Employer ID Number

State of ~~California~~ IDAHO)
)ss.
County of CANYON)

On NOV. 27 2006, before me, PETER VAN DORNE Notary Public, personally appeared CALEB ROOPE.

☑ personally known to me
☐ 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.

WITNESS my hand and official seal.

PETER VAN DORNE NOTARY PUBLIC STATE OF IDAHO

Place Notary Seal Above

Signature of Notary Public

Commission Expires: 07/26/2011

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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

Signer's Name: _____

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

Signer is Representing: _____

State of California)
)ss.
County of Merced)

On Nov 2 2006, before me, Jennifer Bertuccio Notary Public, personally appeared Christina Alley.

X personally known to me

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.

JENNIFER BERTUCCIO
COMM. #1541298
Notary Public-California
MERCED COUNTY
My Comm. Exp. Jan 3, 2009

WITNESS my hand and official seal.

Jennifer Bertuccio
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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

Signer's Name:_____

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

Signer is Representing: _____

State of California)
)ss.
County of _____)

On _____, before me, _____, Notary Public, personally appeared _____.

☐personally known to me
☐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.

WITNESS my hand and official seal.

_____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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

Signer's Name:_____

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

Signer is Representing: _____

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF TULARE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

CITY OF PORTERVILLE

PARCEL 1: APN: 260-260-001

That portion of the Northeast quarter of the Southeast quarter of Section 35, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, according to the official plat thereof, described as follows:

Beginning at the intersection of the North line of the Southeast quarter of Section 35 and the East line of "E" Street of the City of Porteville; thence East along said North line, 424 feet to the West line of the right of way of the Southern Pacific Railroad Company; thence Southeasterly along the said Westerly line of said right of way, 427.8 feet; thence West parallel with said North line of the Southeast quarter of Section 35, 506 feet to a point on a line on the Southerly projection of said East line of "E" Street; thence North 420 feet to the point of beginning.

PARCEL 2: APN: 260-250-17 (Portion)

Lot "B" of Swastika First Extension, as per Map recorded in Book 16 Page 7 of Maps, in the Office of the County Recorder of said County.

PARCEL 3: APN: 260-250-17 (Portion)

Lot 35 of Swastika First Extension, as per Map recorded in Book 16 Page 7 of Maps, in the Office of the County Recorder of said County.

EXHIBIT B

MODIFICATIONS TO SECURITY INSTRUMENT
(Tax Credit Properties)

The following modifications are made to the text of the Instrument that precedes this Exhibit:

1. Definitions. The following terms shall be added to Section 1 (Definitions) of the Security Instrument:

(a) **"Agency"** means California Tax Credit Allocation Committee, or any successor in its capacity as the housing credit agency of the State in its capacity as the designated agency of the State to allocate Tax Credits and/or to determine that the Mortgaged Property satisfies the requirements for allocation of Tax Credits, acting through any authorized representative.

(b) **"Code"** means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of succeeding law.

(c) **"Equity Investor"** is defined in Section 2(a) below.

(d) **"Extended Use Agreement"** means the extended low-income housing commitment executed or to be executed by Borrower and the Agency and properly recorded in the appropriate land records for the jurisdiction in which the Mortgaged Property is located, setting forth certain terms and conditions under which the Mortgaged Property is to be operated and which shall meet the requirements of Code Section 42(h)(6)(B).

(e) **"Minimum Set-Aside Test"** means the set-aside test selected by Borrower pursuant to Section 42(g) of the Code with respect to the percentage of units built or to be built upon the Mortgaged Property to be occupied by tenants with incomes equal to no more than a certain percentage of area median income. Borrower has selected or will select the 40-60 Set-Aside Test as the Minimum Set-Aside Test for the Mortgaged Property.

(f) **"Partnership Agreement"** means that certain Amended and Restated Agreement of Limited Partnership of Borrower dated as of November 1, 2006, as amended from time to time.

(g) **"Rent Restriction Test"** means the test pursuant to Section 42(g) of the Code whereby the gross rent charged to tenant(s) of the low-income units cannot exceed thirty percent (30%) of the imputed income limitation of the applicable units.

(h) **"Tax Credits"** means the low-income housing tax credits being utilized in connection with the Mortgaged Property pursuant to Section 42 of the Code, which are projected to be $7,345,870 in the aggregate for the calendar years 2008 through 2017.

2. Transfers.

(a) Section 21(b) is amended by adding the following at the end of such Section:

(7) a Transfer of (x) any general partner interest in the Borrower or (y) any interest of Roope L.L.C. or Central Valley Coalition for Affordable Housing (the "Borrower General Partner"), resulting from any Transfer described in (A) and (B) below, provided that (i) the Borrower owns the Mortgaged Property at the time of the Transfer and remains the Borrower under the Note after the Transfer, (ii) the Borrower General Partner is the sole general partner or is the managing general partner or developer general partner in Borrower at the time of the Transfer, (iii) SunAmerica Housing Fund 1428, A Nevada Limited Partnership (the "Equity Investor") or AIG Retirement Services, Inc., or an affiliate thereof is a 99 percent limited partner in Borrower, (iv) Borrower or the limited partner of Borrower provides Lender with advance written notice of the identity of any entity replacing the Borrower General Partner and/or the Borrower Principal and copies of all applicable revised organizational documents, and (v) upon request by Lender from time to time, Borrower will provide Lender with the names of all owners of interests in Borrower, whether such interests are owned directly or indirectly:

(A) the removal of the Borrower General Partner as general partner of Borrower and its replacement as general partner with AIG Retirement Services, Inc. (the "Equity Investor General Partner") or with an affiliate of the Equity Investor General Partner in accordance with the terms of the Partnership Agreement of Borrower, provided that (1) the entity replacing the Borrower General Partner must be a single asset entity in accordance with Section 33 of this Instrument and (2) after such replacement, the Initial Owners of the Equity Investor or AIG Retirement Services, Inc. (or an affiliate thereof) will own no less than 51 percent of the general partner interests in the entity which replaced the Borrower General Partner; or

(B) Intentionally Deleted

(8) a pledge of the general partner interest in Borrower (each a "Pledge") to Equity Investor, AIG Retirement Services, Inc., or any

affiliate of AIG Retirement Services, Inc. ("AIGRS"); provided, however, if as a result of AIGRS exercising of any of its rights and remedies under a Pledge, the Borrower General Partner is removed as general partner of Borrower and replaced by another entity, the transferor and the transferee shall be required to comply with all the terms and conditions of Section 21(c) of this Instrument (unless such replacement is made pursuant to Section 21(b)(8)).

(9) a Transfer of any general partner interest in the Equity Investor to an entity owned or controlled by AIG Retirement Services, Inc. or to an entity which owns or controls AIG Retirement Services, Inc.

(b) Section 21(c) is amended to add a new clause (6):

(6) In the event the Borrower General Partner is removed as general partner of Borrower in accordance with the terms of the limited partnership agreement of Borrower, and is replaced by another entity (that is not either the Equity Investor General Partner or an affiliate of the Equity Investor General Partner) selected by the Equity Investor General Partner, the one percent (1%) transfer fee shall not be due; provided that the transferor and transferee shall be required to comply with all the other requirements of this Section 21 (c).

3. Events of Default. Section 22 is amended to add the following new Section 22(l):

(l) any failure by Borrower to comply with the provisions of Section 53 (Tax Credit Representations and Warranties).

4. Notice. Section 31 is amended to add the following new Section 31(d):

(d) Lender agrees that effective notice to Borrower under this Instrument and the Loan Documents shall require delivery of a copy of such notice to the Equity Investor in addition to Borrower. Such notice shall be given in the manner provided in this Section, at the Equity Investor's address set forth below:

AIG Retirement Services, Inc.
1 SunAmerica Center, 37th floor
Century City
Los Angeles, CA 90067-6022

The Equity Investor may change the address to which notices intended for it are to be directed by means of notice given to Lender in accordance with this Section 31.

5. The following new Sections are added to the Instrument after the last numbered Section:

53. **TAX CREDIT REPRESENTATIONS AND WARRANTIES**. Borrower represents and warrants to Lender that, except as previously disclosed by Borrower to Lender in writing:

(a) There are no restrictions on the sale or refinancing of the Mortgaged Property, other than the restrictions set forth in this Instrument, the Extended Use Agreement and Section 42 of the Code and except as previously disclosed and approved by Lender;

(b) the Mortgaged Property will be developed and rehabilitated in a manner which satisfies, and shall continue to satisfy, all restrictions, including tenant income and rent restrictions, applicable to projects generating Tax Credits under Section 42 of the Code;

(c) [Intentionally Deleted];

(d) the only tenant eligibility requirements or rent restrictions applicable are the following: 100% of the units are subject to the rent restrictions and occupancy limitations that apply to residential units that satisfy the Minimum Set-Aside Test for the term of the Extended Use Agreement;

(e) the term of the Extended Use Agreement will not exceed 55 years and neither the Extended Use Agreement nor any other document, instrument or agreement to which Borrower is a party shall restrict, limit or waive the right of the Lender to cause a termination of the Extended Use Agreement prior to the end of such 55 year term in accordance with Code Section 42(h)(6)(E)(i)(I); and

(f) all requirements shall be met which are necessary to obtain or achieve (i) compliance with the Minimum Set-Aside Test, the Rent Restriction Test, and any other requirements necessary to initially qualify, and to continue to qualify, for Tax Credits, including all applicable requirements set forth in the Extended Use Agreement, (ii) issuance of IRS Forms 8609, and (iii) issuance of all necessary permanent, unconditional certificates of occupancy, including all governmental approvals required to permit occupancy of all of the units.

54. **RECOURSE LIABILITY.** The provisions of Paragraph 9(b) of the Note, as they relate to Events of Default described in Paragraphs 9(b)(1) and 9(b)(2), shall be operative only after the Equity Investor has been given 30 days notice of the applicable Event(s) of

Default described in Paragraphs 9(b)(1) and 9(b)(2), together with an opportunity within such 30-day period to remedy the applicable Event(s) of Default. In all events, Lender shall be entitled during such 30-day period to exercise all of its rights and remedies under this Instrument upon the occurrence of such Event of Default other than foreclosure of the Mortgaged Property.

55. **EXTENDED LOW-INCOME HOUSING COMMITMENT**. Lender agrees that the lien of this Instrument shall be subordinate to the Extended Use Agreement recorded against the Mortgaged Property; provided that such Extended Use Agreement, by its terms, must terminate upon foreclosure under this Instrument or upon a transfer of the Mortgaged Property by instrument in lieu of foreclosure, in accordance with Section 42(h)(6)(E) of the Internal Revenue Code.

56. **ANNUAL TAX CREDIT REPORTING REQUIREMENTS**. Borrower must submit to Lender, each year at the time of annual submission of Borrower's financial analysis of operations, a copy of the following sections of Borrower's federal tax return: Internal Revenue Forms 1065, 8586, 8609 and Form 8609, Schedule A, which must reflect the total Tax Credits allocated to the Mortgaged Property and the Tax Credits claimed for the Mortgaged Property in the preceding year.

57. **CROSS-DEFAULT.** Borrower acknowledges and agrees that any default, event of default, or breach (however such terms may be defined) after the expiration of any applicable notice and/or cure periods under the Extended Use Agreement shall be an Event of Default under this Instrument and that any costs, damages or other amounts, including reasonable attorney's fees incurred by the Lender as a result of such an Event of Default by Borrower, including amounts paid to cure any default or event of default, under the Extended Use Agreement shall be an obligation of Borrower and become a part of the Indebtedness secured by this Instrument.

58. **ANNUAL COMPLIANCE.** Borrower shall submit to Lender on an annual basis, evidence that the Mortgaged Property is in ongoing compliance with all income, occupancy and rent restrictions under the Extended Use Agreement relating to the Mortgaged Property. Such submissions shall be made contemporaneously with Borrower's reports required to be made to the regulator under the Extended Use Agreement.

59. **LIMITATIONS ON EVICTION**. Lender hereby acknowledges that Section 42 (h)(6)(E)(ii) of the Code does not permit the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or any increase in the gross rent with respect to such unit not otherwise permitted under Section 42 of the

Code for a period of three years after the date the building is acquired by foreclosure or instrument in lieu of foreclosure.

60. **SPECIALLY DESIGNATED NATIONAL OR BLOCKED PERSONS.** The Lender reserves the right, from time to time, without consent, to compare the names of the Borrower, any general partner of Borrower and any current or future principal of the Borrower or a general partner of Borrower against the list of "specially designated national or blocked persons" as set forth on the list of such persons published by the U.S. Treasury Department Office of Foreign Assets Control (or any successor U.S. government office or list).

6. Capitalized Terms. All capitalized terms used in this Exhibit not specifically defined herein shall have the meanings set forth in the text of the Instrument that precedes this Exhibit.

2007-0080286

Recorded Official Records County of Tulare
GREGORY B. HARDCASTLE Clerk Recorder

REC FEE 0.00

RS
08:00AM 07-Sep-2007 Page 1 of 29

29
M

RECORDING REQUESTED BY:

City of Porterville

WHEN RECORDED MAIL TO:

City of Porterville
291 North Main Street
Porterville, CA 93257

No fee pursuant to government code section 27383

Free

CITY OF PORTERVILLE
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

REGULATORY AGREEMENT
LOAN NUMBER 05-HOME-1674

THIS REGULATORY AGREEMENT (the "Agreement") is made and entered into this 1st day of March, 2007, by and among, Porterville Pacific Associates, a California Limited Partnership (the "Borrower"); and the City of Porterville, (the "City"), a political subdivision of the State of California.

Recitals

A. The Borrower is the owner of real property located in the City of Porterville, California and more fully described in Exhibit A (the "Property").

B. The Borrower has proposed to develop the Property by constructing thereon a 64-unit rental housing development of which 7 units will be Assisted Units to be occupied by low and very low income households (the "Development").

C. The Development will be financed in whole or in part and regulated by a permanent loan from the City in a principal amount not to exceed Nine Hundred Seventy Five Thousand Dollars ($975,000.00) (the "Loan") from the Home Investment Partnerships Program (the "HOME Program"). The Loan will be provided to Borrower by the City in accordance with 42 USC 12741 et seq., 24 CFR Part 92, California Health and Safety Section 50896 and Title 25, California Code of Regulations, Sections 8200 through 8220, (together, the "HOME Regulations"). In consideration of the City's commitment to make the Loan, the City and the California Department of Housing and Community Development (the "Department") have entered into a Standard Agreement No. 05-HOME-1674 dated August 3, 2006. The proceeds of the Loan shall be disbursed, used and governed by a City Loan Agreement by and among the City of Porterville and Borrower dated March 1, 2007 herewith (the "City Loan Agreement").

event of any inconsistencies between the terms set forth in the City Loan Agreement and the terms of this Regulatory Agreement, the terms of this Regulatory Agreement shall prevail.

E. Borrower agrees to abide by all provisions of the Standard Agreement and the City Loan Agreement with respect to the Development and Borrower shall execute a promissory note evidencing its obligation to repay the Loan (the "Note") and a deed of trust in favor of the City to be recorded against the Borrower's interest in the Property securing repayment of the Note (the "Deed of Trust"). Borrower agrees to be bound by all terms and conditions of the Note and Deed of Trust. The Note, the Deed of Trust, the Standard Agreement, the City Loan Agreement and this Agreement are collectively referred to herein as the "Loan Documents".

F. As further consideration for the Loan and in furtherance of the purposes of the HOME Program, Borrower has agreed to enter into this Agreement. The purpose of this Agreement is to regulate and restrict occupancy, rents, operations, ownership and management of the Development in compliance with the requirements of the HOME Program.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are a part of this Agreement.

2. Property. The Development will be located on the Property.

3. Definitions. Unless the context requires otherwise, the terms used in this Agreement shall be governed by the definitions set forth in 24 CFR Part 92, and 25 Cal. Code of Regulations Section 8201. All references to code sections refer to Title 25 of the California Code of Regulations, unless otherwise noted.

For the purposes of this Agreement the following additional definitions shall apply:

a. "Assisted Unit" means a dwelling unit, the rehabilitation or construction and operation of which is regulated by this Agreement.

b. "Eligible Households" means Low Income Households or Very Low-Income Households.

c. "Fiscal Integrity" means that the total of Operating Income plus funds released pursuant to this Agreement from the operating reserve account is sufficient to (1) pay all current Operating Expenses, (2) pay all current approved debt service, (3) fully fund for at least twelve consecutive months all reserves established pursuant to this Agreement, and (4) pay other extraordinary costs permitted by this Agreement. The ability to pay any or all of the annual permitted distribution shall not be considered in determining fiscal integrity.

d. "HOME Rents" means rents calculated annually by the United States Department of Housing and Urban Development ("HUD") and are:

1) The lesser of the Fair Market Rents, as determined by HUD, or a rent that does not exceed 30 percent of 65 percent of area median income (High HOME Rents); or

2) 30 percent of 50 percent of area median income (Low HOME Rents).

e. "Initial Operating Year" means the first year of operations, or portion thereof, of the rehabilitated or newly constructed rental housing development beginning at the time of initial occupancy of an Assisted Unit and ending on the last day of the fiscal year of the Development.

f. "Lower Income Household" means persons or families whose incomes are 80 percent or less of the area median income as determined by the HUD.

g. "Operating Expenses" means the amount approved by the City that is necessary to pay for the essential recurring expenses of the Development, including, but not limited to, utilities, maintenance, management, taxes, licenses, and mandatory direct or supportive tenant services but not including debt service, required reserve account deposits, or costs for voluntary direct or supportive tenant services.

h. "Operating Income" means all income generated in connection with operation of the rental housing development including rental income from Assisted Units and non-assisted units, rental income from nonresidential space, laundry or equipment rental fees, rental subsidy payments, and interest on any accounts related to the rental housing development. "Operating Income" does not include tenant security and equipment deposits, payments received from voluntary direct or supportive tenant services, or tax benefits received by the sponsor.

i. "Rent" means all charges, other than deposits, paid by the tenant for the use and occupancy of an assisted unit and any mandatory charge for direct or supportive tenant services in a rental housing development, including a utility allowance in an amount determined by HUD.

j. "Residual Receipts" means project funds remaining after payment of expenses as described in items 1 through 5 of Section 21(b) hereof.

k. "Very Low-Income Household" means low-income persons or families whose incomes are 50 percent or less of the area median income as determined by HUD.

l. Reserved.

4. Compliance with Program Requirements

a. The Borrower agrees that at all times its acts regarding the Development and the use of funds provided herein shall be in conformity with all provisions of the HOME Program including the statutes, the HOME Regulations and such policies and procedures of the Department and of HUD pertaining thereto. The Borrower acknowledges that they are familiar with such applicable provisions and have been professionally advised to the extent necessary for the purpose of enabling the Borrower to fully comply with such provisions.

b. The financial assistance provided under the HOME Program is governed by 24 CFR Part 92. With respect to the assistance, Borrower agrees to comply with all requirements and obligations as described in 24 CFR Part 92, as well as all provisions governing the use of HOME funds. Borrower agrees to comply with the directives of the City as necessary to ensure compliance with the obligations of the City as set forth in its agreements with HUD regarding the use of HOME funds.

5. Term of Agreement. The term of this Agreement shall commence upon its recordation in the office of the County Recorder for the county in which the Development is located and remain in full force and effect and shall apply to the Development through and including the date which is fifty-five (55) years from the date of such recordation regardless of any prepayment of the Loan or sale, assignment, transfer or conveyance of the Development, unless terminated earlier by the City pursuant to the terms of this Agreement or extended by the mutual consent of the parties thereto. Notwithstanding the foregoing, this Regulatory Agreement, and all and several of the terms hereof, shall terminate and be of no further force and effect in the event of (a) involuntary noncompliance by the Borrower with the provisions of this Regulatory Agreement caused by a foreclosure of the Deed of Trust or delivery of a deed in lieu of such a foreclosure under the Deed of Trust whereby a third part which is not related to the Borrower shall take possession of the Development or (b) involuntary non-compliance with the provisions of this Regulatory Agreement caused by fire, seizure, requisition, change in a federal law or an action of a federal agency after the date hereof which prevents the City from enforcing the provisions hereof or condemnation or a similar event; provided, however, that the preceding provisions of this sentence shall cease to apply and the restrictions contained herein shall be reinstated if, at any time subsequent to the termination of such provisions as the result of the foreclosure or the delivery of a deed in lieu of foreclosure or a similar event, the Borrower or any related person to it (within the meaning of Section 1.103-10(e) of the Internal Revenue Code Regulations) obtains an ownership interest in the Development for federal income tax purposes.

6. Assisted Unit Schedule. Upon occupancy following the completion of construction, the Borrower shall rent Assisted Units only in accordance with the Schedule of Assisted Units set forth in Exhibit B, attached hereto and incorporated herein.

7. Tenant Selection Standards. Borrower shall rent Assisted Units in the Development only to eligible households in accordance with the Management Plan approved by and on file with the City pursuant to Section 14 of this Agreement. Such Management Plan may be periodically altered and such alteration must be submitted to and approved by the City

prior to use. At all times, 20 percent of the Assisted Units **must** be rented to Very Low-Income households and, at initial occupancy, no less than 90 percent of the Assisted Units shall be occupied by households whose incomes are at 60 percent and below of area median income as determined by HUD. The Management Plan shall among other things: (1) detail actions to be taken by Borrower to affirmatively market vacant units in a manner which ensures equal access to all persons in any category protected by federal, state or local laws governing discrimination, and regardless of any arbitrary factor; (2) specify reasonable criteria for determination of tenant eligibility, including household size in accordance with the minimum occupancy standard specified in the HOME Regulations; (3) require that eligible tenants be selected based on order of applications, lottery, or other reasonable method approved by the City; (4) specify procedures through which tenant applicants deemed to be ineligible shall be notified of the reason for their ineligibility and may appeal this determination; (5) require maintenance of a waiting list of eligible applicants; and (6) specify procedures for obtaining information regarding prospective tenants' incomes as necessary to certify that such income does not exceed the lower or very low-income limit.

8. Nondiscrimination. Borrower shall not discriminate against any tenant or prospective tenant on the basis of race, religion, sex, age, disability, marital status, nor any other arbitrary factor in violation of any state, federal or local law governing discrimination in rental housing. Housing which is intended to benefit, and is therefore limited to senior citizens, is permitted only with the prior approval of the selection criteria by the City.

9. Rental Agreement and Occupancy Procedures (the "Lease").

   a. Each eligible household selected to occupy a unit in the Development shall enter into a written rental agreement with the Borrower on a form approved by the City containing such provisions as are required by the HOME Regulations. The Lease shall be for a term of not less than one year unless a shorter term is mutually agreed upon between Borrower and tenant.

   b. The Lease may **not** contain any of the following provisions:

      1) Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the Borrow

      2) Agreement by the tenant that the Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The Borrower may dispose of this personal property in accordance with state law;

      3) Agreement by the tenant not to hold the Borrower or Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent;

4) Agreement of the tenant that the Borrower or Borrower's Agent may institute a lawsuit without notice to the tenant;

5) Agreement by the tenant that the Borrower or Borrower's agent may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

6) Agreement by the tenant to waive any right to a trial by jury;

7) Agreement by the tenant to waive tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

8) Agreement by the tenant to pay attorneys' fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

c. The borrower shall establish reasonable rules of conduct and occupancy. Such rules shall be consistent with state law and the HOME Regulations. Said rules shall be in writing and shall be given to each tenant upon occupancy. Any change shall become effective no fewer than 30 days after giving written notice thereof to each household.

d. The Borrower shall not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the Lease; for violation of tenancy period; or for other good cause. Any termination or refusal to renew a Lease shall be by the owner's service upon the tenant of a written notice in compliance with State law and specifying the grounds for the action.

e. The Borrower shall maintain the premises in compliance with all applicable housing quality standards and local code requirements.

10. Rents.

a. For all Assisted Units, Rents shall not exceed high HOME Rents less a utility allowance. For Assisted Units that are set-aside for Very Low-Income Households, HOME rents shall not exceed Low HOME Rents less a utility allowance.

b. A minimum of 20 percent of all Assisted Units shall be occupied by Very Low-Income Households at Rents that are no greater than the Low HOME Rents less a utility allowance.

c. Any household certified as an Eligible Household upon occupancy but whose income increases above the eligibility level must pay as Rent the lesser of the amount payable by the tenant under State or local law or 30 percent of the household's adjusted monthly income; except that, Assisted Units subject to low-income tax credit rules under section 42 of the Internal Revenue Code shall be governed by such rules.

b. A minimum of 20 percent of all Assisted Units shall be occupied by Very Low-Income Households at Rents that are no greater than the Low HOME Rents less a utility allowance.

c. Any household certified as an Eligible Household upon occupancy but whose income increases above the eligibility level must pay as Rent the lesser of the amount payable by the tenant under State or local law or 30 percent of the household's adjusted monthly income; except that, Assisted Units subject to low-income tax credit rules under section 42 of the Internal Revenue Code shall be governed by such rules.

d. Notwithstanding the foregoing or any other requirement and/or restriction contained herein, the Rent charged on the Assisted Units shall not exceed the rent applicable to an individual or family qualifying under the percentage of area median income (AMI) level for Tulare County as follows: 7 Assisted Units shall be rented at the 30% AMI level, 0 Assisted Units shall be rented at the 45% AMI level, 0 Assisted Units shall be rented at the 50% AMI level and 0 Assisted Units shall be rented at the 60% AMI level.

11. Security Deposits.

a. Security deposits shall be required of tenants only in accordance with State law and this Agreement.

b. Any security deposits collected by the Borrower or Borrower's agent shall be kept separate and apart from all other funds of the Development in a trust account with a depository insured by the Federal Deposit Insurance Corporation (F.D.I.C.), or other comparable federal deposit insurance program, and shall be held and disbursed in accordance with State law. The balance of such account shall at all times equal or exceed the aggregate of all outstanding obligations under said account, plus accrued interest thereon.

12. Certification of Tenant Income and Household Size.

a. The income and household size of all households occupying Assisted Units shall be certified by the Borrower prior to occupancy and re-certified annually thereafter in a manner approved by the City and specified in the Development's Management Plan.

b. If the income of a tenant upon re-certification exceeds the upper limit for Lower Income Households, and there are no other requirements statutorily imposed by another federal or State funding source or tax credit program, that tenant shall not have its Lease terminated as a result thereof, but shall be charged Rents as provided in Section 10 (c).

c. Where a household occupying a unit designated for occupancy by a Very Low Income Household no longer so qualifies at the time of re-certification, but qualifies as an otherwise Eligible Household, the rents appropriated for that income level shall be charged.

1) Not later than the date the Borrower designates the unit as non-assisted, the Borrower also makes available a comparable vacant unit previously designated as non-assisted to be designated as an Assisted Unit, or designates a previously non-assisted unit occupied by a Lower Income Household as an Assisted Unit, or agrees to occupy the next available unit with a Lower Income Household; and

2) The rent charged for the newly designated Assisted Unit will not exceed the high HOME Rent.

c. Where a household occupying an assisted unit reserved for occupancy by Very Low-Income Households no longer qualifies as Very Low-Income at the time of re-certification, but qualifies as a Lower Income Household, the following shall apply:

1) Borrower shall designate the unit as an assisted unit for Lower Income Households

2) Borrower may increase the household's Rent up to the High HOME Rent;

3) Borrower shall designate the next available comparable Assisted Unit reserved for Lower Income Households as an Assisted Unit reserved for Very Low-Income Households; and

4) The Rent charged for the newly designated Assisted Unit reserved for Very Low-Income Households shall not exceed the Low HOME Rent.

14. Maintenance and Management.

a. Borrower is specifically responsible for all maintenance, repair, and management functions for the Development, including without limitation, selection of tenants, re-certification of household income and size, evictions, collection of rents, routine and extraordinary repairs and replacement of capital items. Borrower shall maintain units and common areas in a safe and sanitary manner in accordance with local health, building, and housing codes, HUD housing quality standards pursuant to 24 CFR Section 882.109, and the Management Plan described above.

b. Borrower may, with the prior written approval of the City, contract with a management agent for the performance of the services or duties required in paragraph (a). However, such an arrangement does not relieve the Borrower of responsibility for proper performance of these duties. Such contract shall contain a provision allowing the Borrower to terminate the contract without penalty upon no more than thirty day's (30) notice. Upon a determination by the City, and notice to the Borrower thereof, that the management agent has failed to operate the Development in accordance with this Agreement, the Borrower shall exercise such right of termination forthwith and shall make immediate arrangements, which shall be subject to City approval, for continuing performance of the requirements of this Agreement.

c. Borrower may operate the Development itself only with prior written approval of the City. Subject to the terms of the Subordination Agreement and upon a determination by the City, and notice to the Borrower thereof, that the Borrower has failed to operate the Development in accordance with this Agreement, the City may require the Borrower to contract with a management agent to operate the Development, or to make such other arrangements as the City deems necessary to ensure performance of the requirements of this Agreement.

15. Hazard and Liability Insurance.

a. The Borrower shall at all times keep the Development insured against loss by fire, flood (as required pursuant to 24 CFR 92.358), and such other hazards, causalities, liabilities and contingencies, and in such amounts and for such periods as set forth in Exhibit D, attached and made a part hereof. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to the City. Property insurance policies shall name the City as an additional loss payee and liability insurance policies shall name the City as additionally insured, as approved by the City.

b. Insurance proceeds and condemnation awards for any loss to or taking of the Development, or any portion thereof, shall be applied or utilized by Borrower as provided in the Deed of Trust executed by Borrower and referred to in the Recitals hereof.

16. Annual Report. The Borrower shall file with the City an annual report, as required by 24 CFR part 92 and 25 Cal. Code of Regulations, Section 8218(a)(2) no later than **90** days after the end of each fiscal year as established for the Development pursuant to Section 18(a) of this Agreement. The report shall contain a certification by the Borrower as to such information as the City may then require including, but not limited to the following:

a. The fiscal condition of the Development, including a financial statement for the previous fiscal year that includes a balance sheet and a profit and loss statement indicating any surplus or deficit in operating accounts; a detailed itemized listing of income and expenses; the amounts of any fiscal reserves and the total amount of Residual Receipts received. Such financial statement shall be prepared in accordance with the requirements of the City. The City may require that the financial statement be audited at the Borrower's expense by an independent certified public accountant acceptable to the City or other person designed by the City.

b. The substantial physical defects in the Project, including a description of any major repair or maintenance work undertaken or needed in the previous and current fiscal years. Such statement shall describe what steps the Borrower has taken in order to maintain the Development in a safe and sanitary condition in accordance with applicable housing and building codes.

c. The occupancy of the Development indicating;

1) The verified income of each current household; and

2) The current rents charged each household and whether these rents include utilities.

d. General management performance, including tenant relations and other relevant information.

e. A summary of the information received from the re-certification of tenants' incomes.

f. Evidence of a currently paid hazard and flood insurance policy, with loss payable to the City in the amounts specified in Exhibit D.

g. Evidence of a currently paid liability insurance policy, naming the City as an additional loss payee in the amounts specified in Exhibit D.

h. Other information reasonably required by the City.

17. City Review and Inspections.

a. Upon not less than 48 hours' notice to the Borrower, the City or its designee may, at any time during the term of the Loan, enter and inspect the physical premises and inspect all accounting records pertaining to the construction or operation of the Development. Upon request by the City, the Borrower shall notify occupants of upcoming inspections of their units in accordance with State Law.

b. The City may perform or cause to be performed audits of any and all phases of the Borrower's activities related to the Development. At the City's request, the Borrower shall provide, at its own expense, an audit of the financial condition of the project certified by an independent certified public accountant.

c. The City may request any other information that it deems necessary to monitor compliance with requirements set forth in this Agreement and the Standard Agreement. The Borrower shall promptly provide such information.

18. Annual Operating Budget.

a. The fiscal year for the Development shall commence on January 1 and conclude on December 31.

b. No later than 60 days prior to the beginning of each subsequent fiscal year of the Development, the Borrower shall submit to the City a proposed annual operating budget on a form provided by the City. The proposed annual operating budget shall set forth the Borrower's estimate of the Development's income, operating expenses and debt service for the upcoming year, reserves, proposed rent adjustments, and a year-to-date operating statement. Annual operating budgets and rent adjustments are subject to approval by the City.

c. Annual operating budgets are subject to written approval by the City in accordance with the terms of the Subordination Agreement. Increases of five percent (5%) or less in the total operating budget and increases in specific operating expense categories (i.e. renting expenses, special expenses, utility expenses, operations and maintenance expenses, taxes and insurance expenses) of five percent (5%) or less shall be deemed approved by the City. Borrower shall operate the Development in accordance with the approved annual budget.

d. Annual rent adjustments are subject to written approval by the City. For the projects approved by the City using high HOME rents, rent increases that do not exceed the upper limits for High HOME rents less a utility allowance shall be deemed approved by the City. For projects approved by the City using Low HOME rents less a utility allowance, rent increases that do not exceed the upper limits for low HOME rents shall be deemed approved by the City. For projects approved by the City using rents below low HOME rents, rent increases, which do not exceed the most, recently published annual Labor Statistics Consumer Price Index, Residential Rent for All Urban Consumers for the West (CPI) shall be deemed approved by the City. In the event this particular CIP index is no longer published, the City shall select a similar index for this purpose.

e. Borrower shall operate the Development in accordance with the First-Year Operating Budget approved by and on file with the City. Such budget shall show all anticipated income, debt service and expenses for management, operations, reserves and maintenance for the first fiscal year or portion thereof following initial occupancy.

19. Required Reserves.

a. Commencing no later than the end of the second month following the initial occupancy of the Development or such other date, as the City shall designate in writing, the Borrower shall establish a segregated interest-bearing replacement reserve account in an F.D.I.C. or other comparable federally insured financial institution. The Borrower shall make monthly deposits from Operating Income to the replacement reserve account in amounts as specified in the approved Initial Year Operating Budget and subsequent annual budgets. Initially, the annual deposit shall be $27,968.00, or such other amount as approved by the City in the Initial Year Operating Budget. The City may review the adequacy of these monthly deposits on an annual basis, and require adjustments, as it deems necessary. Notwithstanding the foregoing, at a date that is 5 years from the date of this Regulatory Agreement and every 5 years thereafter, Borrower shall engage the services of a third-party professional to prepare a physical needs assessment of the replacement needs of the development. The annual deposit to the replacement reserve account shall be adjusted based upon the results of the physical needs assessment report. The cost for the report shall be an eligible expense from the replacement reserve account. Withdrawals are subject to approval by the City and the Department and shall only be made for capital improvements, such as replacing or repairing structural elements, furniture, fixtures or equipment of the Development that are reasonably required to preserve the Development. The annual deposit required under the Replacement Reserve and Security Agreement executed in connection with the Borrower's

permanent financing is deemed to have satisfied the requirements under this section so long as the annual deposit required thereunder is consistent with the requirements herein.

b. Upon receipt of the final installment of capital contribution from the Borrower's investor limited partner (as such installment is made pursuant to the terms of the Borrower's First Amended and Restated Agreement of Limited Partnership), or such other date, as the City shall designate in writing, the Borrower may establish an operating reserve account or sub account within the project's general operating account. Borrower may transfer funds from this account only to alleviate cash shortages resulting from utility costs, abnormally high vacancies, and other expenses, seasonal fluctuations in or from month to month. The City shall approve or disapprove a request for withdrawal from the operating reserve account within 60 days of receipt of a writer request. A written withdrawal request that is not disapproved with in 60 days of receipt shall be deemed approved. The Borrower may make monthly deposits from project income to the operating reserve account in amounts as specified in the Initial Year Operating Budget and subsequent approved annual operating budgets. Initially, the Borrower shall deposit shall be $96,000.00, or such other amount as approved by the City. If the account reaches a balance equal to or greater than an amount equivalent to twelve months gross income for the Development, the City may approve a reduction in payments to an amount necessary to maintain the account balance at this level.

20. Accounting Records. In a manner subject to City approval, Borrower shall maintain on an accrual or modified accrual basis, a general ledger accounting system that is posted monthly and that accurately and fully shows all assets, liabilities, income and expenses of the Development. All records and books relating to this system shall be kept for a period of at least seven years and in such a manner as to ensure that the records are reasonably protected from destruction or tampering. All records shall be subject to City inspection and audit.

21. Use of Income from Operations.

a. The Borrower, or Borrower's management agent, shall promptly deposit all Operating Income in a segregated account established exclusively for the Development with an F.D.I.C. or other comparable federally-insured financial institution.

b. Withdrawals from the account shall be made only in accordance with the provisions of this Agreement, and the approved budget, and shall be disbursed, applied, or reserved and set aside for payment when due for all cost related to the Development including, but not limited to, the following: (1) salaries, wages, and any other compensation due and payable to the employees or agents of the Borrower or management agent employed on site in connection with the maintenance, administration or operation of the Development, along with all withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments required in connection with such employees; (2) all charges incurred in the operation of the Development in connection with utilities, real estate taxes and assessments, and liability, fire and other hazard insurance; (3) payments of required interest, principal,

impounds, fees and charges, if any, on loans, including any deferred developer fee until such time as the deferred developer fee is reduced to $0, but not including the Loan, which are secured by liens on the Property and which have been approved by the City; (4) all other expenses incurred to cover operating costs, including the fee of the managing agent, the managing general partner, and any extraordinary expenses, in accordance with the approved annual operating budget of the Development or as otherwise approved in advance by the City; (5) deposits to operating reserve accounts or replacement reserve accounts; (6) payment of up to $12,000 in asset management fees to the partners of the Borrower per the Amended and Restated Agreement of Limited Partnership of Borrower, as amended from time to time.

c. The balance of Operating Income remaining after the payments described in section 21.b. above shall be deemed Residual Receipts to be paid and applied as provided in Paragraph 23 below.

22. Non-assisted Units and Common Areas.

a. Borrower shall establish and implement a rent structure for non-assisted residential units, if any, that ensure the fiscal integrity of the Development. Borrower shall estimate all income and expenses attributable to the non-assisted units in the annual operating budget described in Section 18 herein, and shall report all income and expenses attributable to non-assisted units in the Annual Report described in Section 16 herein.

b. Borrower shall maintain and repair both assisted and non-assisted units equally without regard to their designation as assisted or non-assisted.

c. Tenant selection practices for non-assisted units shall comply with State and federal nondiscrimination laws.

d. The exterior walls, windows, lighting, walkways, mailboxes, landscaping, nonresidential space, and other common areas of the Development shall be safe, clean, well maintained, and in good working order.

23. Residual Receipts and Distributions.

a. Fifty percent (50%) of Residual Receipts shall first be applied to payments on the Loan as required by, and subject to the provisions of, the Note.

b. "Distributions" shall refer to any amounts remaining after payment in full of expenses as provided in Paragraph 21.b. above and required payments on the Note. Distributions shall be available to be distributed to, or retained by, the Borrower or any party having a beneficial interest in Borrower or the Development.

c. Borrower shall receive Distributions only once for each fiscal year of the Development and only: (1) upon approval by the City of the Annual Report

submitted for that year, and (2) upon determination by the City that the Borrower is in compliance with this Agreement and all Program requirements.

d. No distribution shall made to Borrower in the following circumstances:

1) When written notice of default has been issued by any entity with an equitable or beneficial interest in the Development;

2) When the City determines that the Borrower or the Borrower's management agent has failed to comply with the City's written notice of any reasonable requirement for proper maintenance of the Development;

3) If all currently required debt service and operating expenses have not been paid; or

4) If the replacement reserves account or other reserve accounts are not fully funded pursuant to this Agreement.

24. Restrictions on Sale, Encumbrance, and Other Acts.

a. The Borrower shall not make any sale, encumbrance, hypothecations, assignment, refinancing, pledge, conveyance, or transfer in any other form of the Property or the Development or of any of its interest therein, except with the prior written approval of the City and the Department. Notwithstanding anything to the contrary hereinabove, the respective interest of the Borrower's special limited partner and the Borrower's investor limited partner shall be transferable without the consent of the City or Department. Moreover, the special limited partner of Borrower shall be permitted to remove the general partner thereof for cause in accordance with the terms of the Partnership Agreement.

b. Other than routine maintenance, the Borrower shall not add to, remodel, remove, reconstruct, or demolish any part of the Development without the prior written approval of the City.

c. The Borrower shall not permit the use of the Development for any purpose other than that permitted by this Agreement without the prior written approval of the City.

d. The Borrower shall not incur any liability or obligation in connection with the Development, other than for current operating, management and maintenance costs and for the indebtedness evidenced by the Note nor incur any liability, charge, assessment, or obligation whatsoever that is secured in whole or in part by any interest in or lien or encumbrance on the Property or the Development, without the prior written approval of the City. The City may permit refinancing or additional financing secured by the Development only to the extent necessary to maintain or improve the Development's fiscal integrity, improve financial condition, or to maintain affordable rents.

e. The Borrower shall not enter into any contract relating to rehabilitating or managing the Development, except as authorized by the City. The Management Agreement entered into between Borrower and Infinity Management, Inc. is hereby pre-approved.

f. Borrower shall not enter into any Lease for more than a single rental unit, ground lease of the Development or any interest therein without prior written approval of the City. The City may require that such lease allow for termination within 30 days upon request by the City.

g. The Limited Partner of Borrower shall be permitted to convert the interest of or remove one or more general partners for cause and with the consent of the City, pursuant to the terms of Borrower's Partnership Agreement. Moreover, if the Limited Partner of Borrower exercises its right to remove the general partner thereof, the City shall not unreasonably withhold its consent to the substitute general partner. The interest of Borrower's Limited Partner shall be transferable to any affiliate of the Limited Partner without the consent of City. The interest of the Borrower's Limited Partner shall be transferable to a non-affiliate of the Limited Partner with the consent of the City, which consent shall not be unreasonably withheld.

h. The City may approve a sale, transfer or conveyance provided that all of the following conditions are met:

   1) The existing Borrower is in compliance with this Agreement or the sale, transfer or conveyance will result in the cure of any existing violations of the Agreement;

   2) The successor-in-interest to the Borrower agrees to assume all obligations of the existing Borrower pursuant to this Agreement and the Program, and meets any requirements, which may be inexistence for CHDOs under the applicable regulations.

   3) The successor-in-interest demonstrates to the City's satisfaction that it can own and operate the Development in full compliance with all Program requirements; and

   4) Any terms of the sale, transfer or conveyance shall not threaten the City's security or the successor's ability to comply with all requirements of the HOME Program and this Agreement.

i. The City shall grant its approval for a sale, transfer or conveyance subject to such terms and conditions as may be necessary to preserve or establish the Fiscal Integrity of the Development and to ensure compliance with HOME Program requirements and this Agreement. Such conditions may include the deposit of sales proceeds, or a portion thereof, to maintain required reserves or to offset negative cash flow, the recapture of syndication proceeds or other funds such other conditions as may be necessary to ensure compliance with the Program requirements.

25. Use of Equity Proceeds. Borrower shall, pursuant to the terms of the Partnership Agreement, allocate, distribute and pay all equity proceeds, if any, toward the costs of completing the Development. The City may approve, in writing, future syndications of the Development where it determines that such syndication is in the best interest of the Development.

26. Violation of Regulatory Agreement by Borrower.

    a. In the event of a breach or violation of the provisions of this Agreement, the City may give written notice to the Borrower and Borrower's special limited partner thereof by certified mail or any express delivery service with a delivery receipt addressed to the Borrower at the address stated in this Agreement. If the breach or violation is not cured to the satisfaction of the City within the time period specified in the notice, which shall not be fewer than 30 days, the City may declare a default and may seek legal remedies including the following:

        1) Collect all rents and income in connections with the operation of the Development and use the same and the reserve funds for the operation and maintenance of the Development.

        2) Take possession of the Development and bring any action necessary to enforce any rights of the Borrower growing out of the operation of the Development, and operate the Development in accordance with the terms of this Agreement until such time as the City, in its sole discretion, shall determine that the Borrower is again in a position to operate the Development in accordance with the terms of this Agreement.

        3) Apply to any court, State or federal, for specific performance of this Agreement or for the appointment of a receiver to take over and operate the Development in accordance with the terms of this Agreement or for such other relief as may be appropriate. It is agreed by the Borrower that the injury to the City arising from a default under any of the terms of this Agreement would be irreparable and that the amount of compensation that would provide adequate relief to the City, in light of the purposes of the Program, would be impossible to ascertain.

        4) Subject to written authorization from lenders with a priority security interest in the Property and the Development, accelerate all amounts, including outstanding principal and interest, due under the loan and demand immediate repayment thereof. Upon a failure to repay such accelerated amount in full, the City may proceed with a foreclosure in accordance with the provisions of the Deed of Trust and State law regarding foreclosures.

        However, in the event of a nonmonetary breach which cannot reasonably be cured within the time period set forth in such notice, the loan may not be accelerated hereunder if within said designated time period Borrower or Borrower's special limited partner has given written notice to City of Borrower's intention to cure said breach, has commenced to cure such breach and has diligently prosecuted

and effected such cure which shall be completed no later than 60 days from the date notice of such breach is given.

5) The City may seek such other remedies as may be available under law.

b. In the event that the breach or violation involves the rents to tenants or other charges in excess of those permitted under this Agreement, the City may demand, and seek as an additional remedy, the return of such excess rents or other charge to the affected household.

c. The tenants of the Assisted Rental Units shall be considered to be third-party beneficiaries of this Agreement, and shall have such rights and remedies to enforce the requirements of this Agreement as may be available to third-party beneficiaries under the law.

d. The remedies of the City hereunder are cumulative, and the exercise of one or more of such remedies shall not be deemed an election of remedies and shall not preclude the exercise by the City of any one or more of its other remedies.

e. Notwithstanding anything to the contrary herein, any cure of any default or Event of Default made or tendered by the special limited partner of Borrower shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower. Copies of all notices which are sent to Borrower under the terms of this Agreement shall also be sent to Borrower's Limited Partner c/o Sun America Affordable Housing Partners, 1 Sun America Center, Century City, Los Angeles, CA 90067-6002.

27. Assignment of City Rights. The City retains the right at its sole discretion to assign all or part of its rights under this Agreement for the purpose of ensuring compliance and enforcement of Borrower's duties and obligations hereunder. In addition, the City may designate an agent to act on its behalf in monitoring compliance and enforcing the provisions hereof.

28. Amendment. This Agreement shall not be altered or amended except in writing, executed between or among all the parties.

29. Partial Invalidity. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

30. Binding on Successors. This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in the office of interest, and assigns, provided, however, that the Borrower may not assign this Agreement or any of its obligations hereunder, voluntarily or by operation of law, without the prior written approval of the City and the Department.

31. Recording Agreement. This Agreement, and all amendments thereto, shall be executed by each of the parties. This Agreement, or memorandum thereof, shall be recorded

against the subject Property in the official records of the county in which the Development is situated.

32. Hold Harmless. Borrower and its successor in interest agree to indemnify, defend, and hold harmless the City and its respective agents, employees and officers from any and all claims, losses, liabilities or causes of action (including reasonable attorney's fees) arising from or in connection with Borrower's management, maintenance or operation of the Development.

33. Waiver. No waiver by the City of any breach of or default under this Agreement shall be deemed to be a waiver of any other or subsequent breach thereto or default hereunder.

34. Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Agreement.

35. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

36. Notice. Written notices and other written communications by and between the parties hereto shall be addressed as set forth below unless and until a party hereto has, in writing, communicated a different address to the other party hereto.

Borrower:
Porterville Pacific Associates, a California Limited Partnership
430 E. State Street, Suite 100
Eagle, ID 83616
Attn.: Caleb Roope

Central Valley Coalition for Affordable Housing
Attn: Christina Alley
3351 M Street, Suite 100
Merced, CA 95348

With a copy to Borrower's Limited Partner
c/o Sun America Affordable Housing Partners
1 Sun America Center, Century City
Los Angeles, CA 90067-6002

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

37. Attorneys' Fees. The prevailing party in any action to enforce this Agreement, including the residents of assisted units, shall be entitled to reasonable attorneys' fees as determined by the tier of fact in that forum.

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Porterville Pacific Associates, a California Limited Partnership
430 E. State Street, Suite 100
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1 Sun America Center, Century City
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City of Porterville
291 North Main Street
Porterville, CA 93257
Attn.: City Manager

37. Attorneys' Fees. The prevailing party in any action to enforce this Agreement, including the residents of assisted units, shall be entitled to reasonable attorneys' fees as determined by the tier of fact in that forum.

38. Special Conditions. The Borrower agrees to comply with the special conditions, if any, as set forth in Exhibit E, which is made a part hereof. In the event of any inconsistencies between the terms set forth in the Exhibit E Special Conditions of the Regulatory Agreement and the terms of this Agreement, the terms of the Special Conditions shall prevail.

39. Subordination Agreement. In the event that there are any conflicts in this Regulatory Agreement and the Subordination Agreement, the terms of the Subordination Agreement shall prevail.

40. Incorporation. The following Exhibits, all attached hereto, are hereby incorporated into this Agreement:

Exhibit A: Legal Description
Exhibit B: Schedule of Assisted Units
Exhibit C: Comparable Unit Schedule
Exhibit D: Insurance Requirements
Exhibit E: Special Conditions
[Signature Pages Follow]

WHEREAS, this Agreement has been entered into by the undersigned as of the date first above written.

BORROWER:

Porterville Pacific Associates, a California Limited Partnership

By: _____
Caleb Roope, Manager
Roope, LLC

Its: Administrative General Partner

By: _____
Christina Alley, Chief Executive Officer
Central Valley Coalition for Affordable Housing

Its: Managing General Partner

CITY:

City of Porterville

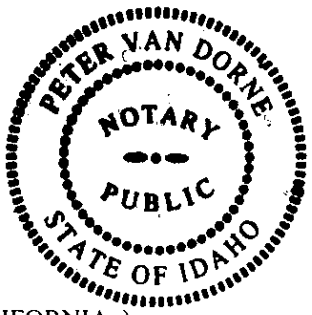
By: _____
Cameron Hamilton

Its: Mayor

STATE OF IDAHO)
COUNTY OF ~~CANYON~~ ADA)

On this 31ST day of JULY, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Caleb Roope, in his capacity as Manager of Roope, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument.

WITNESS my hand and official seal.



07/26/2011
My Commission Expires

STATE OF CALIFORNIA)
COUNTY OF MERCED)

On this _____day of _____, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Christina Alley, in her capacity as C.E.O. of C.V.C.A.H., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument.

WITNESS my hand and official seal.

_____
My Commission Expires

STATE OF CALIFORNIA)
COUNTY OF TULARE)

On this 15th day of August, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Cameron Hamilton, in his capacity as Mayor of City of Porterville, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument.

WITNESS my hand and official seal.

PLEASE SEE ATTACHED.

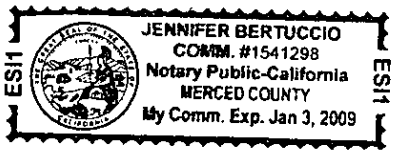
_____
My Commission Expires August 31, 2009

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California }
} ss
County of Merced }

On August 6, 2007, before me, Jennifer Bertuccio, Notary Public, personally appeared Christina Alley, personally known to me [or proved to me on the basis of satisfactory evidence] to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Jennifer Bertuccio
Notary Public

My Commission Expires:
January 3, 2009

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of TULARE

On Aug. 15, 2007 (Date) before me, PATRICIA HILDRETH, NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared CAMERON HAMILTON (Name(s) of Signer(s))

☑ personally known to me

☐ (or 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.

PATRICIA HILDRETH
Commission # 1599113
Notary Public - California
Tulare County
My Comm. Expires Aug 31, 2009

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2006 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Item No. 5907 Reorder: Call Toll-Free 1-800-876-6827

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF TULARE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

CITY OF PORTERVILLE

PARCEL 1: APN: 260-260-001

That portion of the Northeast quarter of the Southeast quarter of Section 35, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, according to the official plat thereof, described as follows:

Beginning at the intersection of the North line of the Southeast quarter of Section 35 and the East line of "E" Street of the City of Porteville; thence East along said North line, 424 feet to the West line of the right of way of the Southern Pacific Railroad Company; thence Southeasterly along the said Westerly line of said right of way, 427.8 feet; thence West parallel with said North line of the Southeast quarter of Section 35, 506 feet to a point on a line on the Southerly projection of said East line of "E" Street; thence North 420 feet to the point of beginning.

PARCEL 2: APN: 260-250-17 (Portion)

Lot "B" of Swastika First Extension, as per Map recorded in Book 16 Page 7 of Maps, in the Office of the County Recorder of said County.

PARCEL 3: APN: 260-250-17 (Portion)

Lot 35 of Swastika First Extension, as per Map recorded in Book 16 Page 7 of Maps, in the Office of the County Recorder of said County.

Exhibit B to Regulatory Agreement

SCHEDULE OF ASSISTED UNITS

Two (2) 2-bedroom units will be floating units.

Four (4) 3-bedroom units will be floating units.

One (1) 4-bedroom units will be floating units.

Exhibit C to Regulatory Agreement

COMPARABLE UNIT SCHEDULE

All two 2-bedroom Assisted Units are deemed comparable to all other 2-bedroom units in the Development

All four 3-bedroom Assisted Units are deemed comparable to all other 3-bedroom units in the Development

All one 4-bedroom Assisted Units are deemed comparable to all other 4-bedroom units in the Development

Exhibit D to Regulatory Agreement

INSURANCE REQUIREMENTS

At close of escrow, the City must receive a one-year prepaid Certificate of Insurance policy (or a binder followed by a certificate within 30 days of loan closing) evidencing the following coverage:

1. HAZARD (PROPERTY)

Perils:	All risk; or Fire & Lightning, Extended Coverage, Vandalism & Malicious Mischief.
Covered Property:	Structure; and All risk contents coverage.
Amount:	Replacement value (or less if approved by City).
Coinsurance:	No less than 90 percent.
Deductible:	$2,500 maximum deductible per occurrence; or $1,000 maximum deductible per occurrence if the completed project value is less than $300,000.
Endorsement:	City's Loss Payable Endorsement required insuring the City.

OTHER PROPERTY INSURANCE

Flood Insurance:	Coverage required to 80 percent of replacement cost if the property is located in a 100-year flood plain.
Steam Boiler & Related Machinery:	(When applicable) 80 percent of replacement cost coverage is required.

2. COMPREHENSIVE GENERAL LIABILITY

Minimum Amount:	$1,000,000 per occurrence; or $2,000,000 per occurrence for buildings with elevators.

3. OTHER COVERAGE

Loss of Rents:	Coverage shall insure 75 percent of annual gross rents.
Workers Compensation:	Required by State law if employees are involved.

ALL POLICIES MUST INCLUDE THE FOLLOWING

Named Insured:	Borrower
Additional Insured:	The City of Porterville and its officers, agents, employees, and servants must be named as additional insured.
Cancellation Clause:	The City must be notified 30 days prior to cancellation of the insurance policy.
Notification:	The City must be notified prior to cancellation or lapse of coverage or in the event of any claim.

The City should be identified on all insurance documents as follows:

City of Porterville
291 North Main Street
Porterville, CA 93257

Exhibit E To Regulatory Agreement

SPECIAL CONDITIONS

None

RERECORDING REQUESTED BY
CHICAGO TITLE CO.

2007-0080285

15

Recorded	REC FEE	0.00
Official Records		
County of		
Tulare		
GREGORY B. HARDCASTLE		
Clerk Recorder		
	RS	
08:00AM 07-Sep-2007	Page 1 of 15	

RECORDING REQUESTED BY:

City of Porterville

WHEN RECORDED MAIL TO:

City of Porterville
291 North Main Street
Porterville, CA 93257

Free

NO FEE PURSUANT TO GOVERNMENT CODE SECTION 27383

CITY OF PORTERVILLE
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

DEED OF TRUST
LOAN NUMBER 05-HOME-1674

THIS DEED OF TRUST is made this 1st day of March, 2007, among Porterville Pacific Associates, a California Limited Partnership, herein called Trustor, whose address is 430 E. State Street, Suite 100, Eagle, ID 83616, and Chicago Title Company, herein called Trustee, and the City of Porterville, a political subdivision of the State of California, herein called Beneficiary.

WITNESSETH: that Trustor hereby grants, transfers and assigns to Trustee, its successors and assigns, in trust, with power of sale, the interest in that Development in the City of Porterville, County of Tulare, State of California, described as:

[Legal Description is attached hereto and incorporated herein by this reference as Exhibit A and referred to herein as the "Development"]

TOGETHER WITH all and singular the tenements, hereditaments, rights, rights of way, easements, privileges and appurtenances thereunto belonging, or in anyway appertaining (all as part of the Development hereby conveyed) which shall be deemed to include but not to be limited to (i) all rents, issues, profits, royalties and revenue therefrom, subject, however, to any right, power and authority hereinafter given to and conferred upon Beneficiary to collect the same; (ii) all improvements and fixtures (whether or not annexed thereto) now or hereafter used in connection therewith.

FOR THE PURPOSE OF SECURING:

ONE: Payment of the indebtedness evidenced by a Note secured by this Deed of Trust (and any renewals or extensions or modifications thereof) (the "Note"), of even date herewith, in the principal sum of Nine Hundred Seventy Five Thousand Dollars ($975,000.00) the final payment on which is due as described in the Note, executed by Trustor and delivered to Beneficiary, together with the interest thereon and late charges as provided by the Note which is made a part hereof by reference.

TWO: Payment of further advances, and interest thereon, which may be made by Beneficiary as provided by paragraph 19 hereof.

THREE: Payment of all other moneys herein agreed or provided to be paid by Trustor.

FOUR: Performance of each agreement of Trustor herein contained or incorporated herein by reference, particularly that certain agreement entitled, "City Loan Agreement" (the "Agreement"), of which is on file at the offices of the Beneficiary, which is located at 291 North Main Street, Porterville, California 93257.

FIVE: The parties hereto specifically acknowledge that the Development is the subject of or will be the subject of a construction deed of trust in an amount not to exceed two million eight hundred thousand dollars ($2,800,000.00), to which Beneficiary and Trustee have consented and for which Beneficiary's lien shall be subordinated. It is further acknowledged that said construction loan shall be paid off and the lien it represents shall be released from the Development upon the completion of the construction and stabilization of the Development, however, the Development will then be subject to a lien in an amount not to exceed two million dollars ($2,000,000.00), to which Beneficiary and Trustee have consented and for which Beneficiary's lien shall be subordinated such that Beneficiary's lien shall be in second position on the Development, behind either the construction loan or the long-term "take out" loan, but never behind two loans at the same time.

TRUSTOR AGREES:

1. To pay: (a) ten (10) days before delinquent, all taxes and assessments of every type or nature affecting said Development; (b) all other charges and encumbrances which now are or shall hereafter be or appear to be a lien prior to the lien of this Deed of Trust, when due and in accordance with their terms.

2. To keep the Development insured against loss or damage by fire, the perils against which insurance is afforded by the Extended Coverage Endorsement. The policy of such insurance shall be in the form in general use from time to time in the State of California, shall be in an amount not less than the indebtedness from time to time secured hereby and by any senior encumbrances, shall be issued by a company or companies rated A XII or better in Best's Insurance Guide, and shall contain the Standard Mortgagee Clause with loss payable to Beneficiary. Trustor shall provide Beneficiary with a certificate evidencing such insurance from the issuing company. Such policy or policies shall provide that they will not be canceled without thirty (30) days prior written notice to Beneficiary. Whenever required by Beneficiary in writing mailed to Trustor at Trustor's last address known to Beneficiary, copies of such policies shall be delivered immediately to Beneficiary. Any and all amounts received by Beneficiary under any of such policies shall be applied in accordance with paragraph 27 of this Deed of Trust.

3. To keep the Development in good condition and repair, and not to commit or permit waste thereof; not to remove or demolish, nor impair the structural character or integrity of any building, fixture, equipment, fence, canal, well or other improvement

now or hereafter situated upon the Property, without the prior written consent of Beneficiary (which shall not be unreasonably withheld or delayed); to complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon and to pay when due all claims for work, labor or services performed and materials furnished therefore; to comply with all laws affecting said Development or requiring any alterations or improvements to be made.

4. Not to discriminate upon the basis of sex, marital status, race, color, creed, religion, national origin, or ancestry in the sale, lease, sublease, transfer or rental, or in the use, occupancy, tenure or enjoyment of the Development or any improvements thereon, or of any part thereof. Nor shall the Trustor or anyone claiming under or through the Trustor, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenancy, lessees, subtenants, sublessees, or vendees in the Development. Each and every deed, lease, and contract entered into with respect to the Development shall or be subject to nondiscrimination or nonsegregation clauses identical to those set forth in Section 33436 of the California Health and Safety Code.

5. That if, during the existence of these trusts, there be commenced or pending any action or proceeding affecting said Development, or the title thereto, or if any adverse claim for or against the said Development be made, and if Trustor fails to do so or is otherwise in default hereunder, Trustee or Beneficiary, or both, may appear in said action or proceeding and retain counsel therein and defend the same, or otherwise take such action therein as they or either of them may deem advisable, and may settle or compromise the same or the said adverse claim; and in that behalf, and for any of the said purposes, may pay and expend such sums of money as they, or either of them may deem to be reasonable and necessary.

6. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said Development, and not to suffer or permit any act to be done in or upon said Development in violation thereof, including, as applicable, but not limited to Sections 92.252 and 92.254 of the Code of Federal Regulations Title 24 (24 CFR Part 92).

7. That, if Trustor fails to do so, Beneficiary without demand or notice and as in its sole judgment it may consider necessary, may do any or all things required of Trustor by any of the provisions herein contained and incur and pay all reasonable and necessary expenses in connection therewith.

8. To pay to Trustee and Beneficiary, respectively, promptly and within thirty (30) days of receipt of written demand, the amounts of all sums of money which they shall respectively pay pursuant to any of the provisions herein contained, including but not limited to reasonable attorney fees and the cost of evidence of title or any guarantee thereof, together with interest upon each of said amounts, until repaid, from the time of the payment thereof, at the rate of ten percent (10%) per annum.

9. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any material agreement hereunder after any applicable cure periods, Beneficiary may deliver a written Notice of Default (as set forth in the Agreement) and of election to cause said Development to be sold, which notice Trustee shall cause to be filed for record, and Beneficiary may also declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default. After the lapse of such time as may then be required by law following the recordation of said Notice of Default, and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said Development at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine, subject to any statutory right which Trustor may have to direct such order, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said Development by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Development so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent (10%) per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

10. That all of the rents, issues and profits of said Development are hereby assigned to Beneficiary as further security for the payment of the indebtedness and performance of the obligations, covenants, promises and agreements secured hereby. Provided, and only for so long as, Trustor is not in default hereunder, Beneficiary hereby authorizes Trustor or Trustor's agents to collect the aforesaid rents and revenues. In case default be made in payment of any indebtedness secured hereby or in performance of any of Trustor's material agreements herein contained, Beneficiary shall be entitled at any time without notice, in its sole discretion, either by their agents attorneys, employees, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, to enter upon and take possession of the above Development or any part thereof, and to do and perform any acts that Beneficiary may deem necessary or proper to conserve the value thereof, and to collect and receive all rents, issues and profits thereof, including those past due and agrees that Beneficiary may also take possession of, and use, any and all personal property contained in said Development and used by Trustor in the rental or leasing of said Development or any part thereof. Beneficiary may apply all such rents, issues and profits collected or received by it in the manner hereinabove specified in respect of proceeds of sale of said Development, or any part of all of such moneys may be released by Beneficiary at its sole option. The expense (including receivers' fees, if any, and compensation to any agent appointed by Beneficiary, and reasonable counsel fees and costs and disbursements) incurred in taking possession

and effect collection, shall be deemed a portion of the expense of this trust to be paid by Trustor and secured hereby. Neither the entering upon and taking possession of the said Development nor the collection of such rents, issues and profits and the application or release thereof as aforesaid, shall cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such Notice.

11. That all judgments, awards of damages and settlements, in excess of $200,000, hereafter made as a result of or in lieu of any condemnation or other proceedings for public use of, or for any damage to, said Development or the improvements and any award for change of grade of streets thereon are hereby assigned and shall be paid to Beneficiary. Trustor agrees to execute such further assignments of any such award, judgment or settlement in excess of $200,000 as Beneficiary may require, and to deliver to Beneficiary all proceeds of any such award, judgment or settlement which may be received by Trustor. Beneficiary shall apply any and all such sums in accordance with paragraph 28 of this Deed of Trust.

12. Without affecting the liability of Trustor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent:

    a. Release any person liable for payment of all or any part of the indebtedness, or for performance of any obligation;

    b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;

    c. Exercise or refrain from exercising or waive any right Beneficiary may have;

    d. Accept additional security of any kind

    e. Release or otherwise deal with any Development, real or personal, securing the indebtedness, including all or any part of the Development herein described.

13. That if the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interest deeds of trust, pledges, contracts of guaranty or other additional securities, Beneficiary may, at its option, exhaust any one or more of said securities as well as the security hereunder, either concurrently or independently and in such order as it may determine, and may apply the proceeds received upon the indebtedness secured hereby without affecting the status of, or waiving any right to exhaust all or any other security including the security hereunder and without waiving any breach or default of any right or power, whether exercised hereunder or contained herein, or in any such other security.

14. This Deed of Trust shall not be construed to create a security interest under the provisions of the Uniform Commercial Code, as same together with any amendments or supplements thereto may be in effect, with respect to any goods, equipment, appliances, bank accounts, account receivables, inventory or articles of personal Development now attached to or used or hereafter to be attached to or used in connection with the Development.

15. That acceptance by Beneficiary of any sum in payment, or part payment, of any indebtedness secured hereby, after the same is due or after the recording of a Notice of Default, shall not constitute a waiver of the right to require prompt payment, when due, of all other sums so secured, nor shall such acceptance cure or waive any remaining default or invalidate any sale held pursuant to such Notice for any such remaining default, or prejudice any of the rights of Beneficiary under this Deed of Trust.

16. That Beneficiary may, at any time Beneficiary may desire, appoint another Trustee in the place and stead of said Trustee or any successor in trust, and the title herein conveyed to said Trustee shall be vested in said successor, which appointment shall be in writing and shall be duly recorded in the Recorder's Office of the County in which the above-described land is situated.

17. That the trusts herein created are irrevocable.

18. That default under the terms of any instrument evidencing any debt secured by an encumbrance senior or prior to this instrument shall, after the expiration of any applicable cure periods, constitute a default hereunder.

19. That upon the request of Trustor or Trustor's successors in ownership of the land, Beneficiary may hereafter, at its option, at any time before full payment of the indebtedness secured hereby, make further advances to Trustor or said successors in ownership, and the same, with interest and late charges, if any, shall be secured by this Deed of Trust; provided, however, that the amount of principal secured by this Deed of Trust and remaining unpaid, shall not at the time of and including any such advance exceed the original principal sum secured hereby; and provided further that if Beneficiary, at its option, shall make a further advance or advances as aforesaid, Trustor or said successors in ownership agree to execute and deliver to Beneficiary a note to evidence the same, payable on or before that maturity of the indebtedness secured hereby and bearing such other terms as Beneficiary shall require.

20. That default in the terms of any other instrument securing the debt secured hereby shall, after expiration of any applicable cure periods, constitute a default in this Deed of Trust.

21. That the invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this Deed of Trust shall not affect the remaining portions of this Deed of Trust or any part thereof and this Deed of Trust shall be construed as if such

invalid covenants, phrases, clauses, sentences or paragraphs, if any, had not been inserted herein.

22. Trustor agrees to pay Beneficiary's charges for the preparation of any financial or loan statements regarding the obligations secured by this Deed of Trust requested by Trustor or in his behalf.

23. If the Development is income property, Trustor, at the request of Benificiary, shall deliver to Beneficiary Trustor's signed copy of all leases, or executed counterparts thereof, now existing or hereafter made affecting all or any part of the Development. Trustor shall not, without Beneficiary's written consent (which shall not be unreasonably withheld or delayed), permit an assignment of any lease or request or consent to the subordination of any lease of all or any part of the Development to any lien subordinate to this Deed of Trust. If Trustor becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Trustor shall, subject to any limitations in §42 of the Revenue and Taxation Code, if applicable: (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent, and (ii) take such steps as shall effectively discharge such set-off and as shall effectively assure that rents thereafter due shall continue to be payable without set-off or deduction. Upon Beneficiary's taking possession of the Development by receiver or otherwise, Trustor shall be deemed to have assigned to Beneficiary all leases now existing or hereafter made of all or any part of the Development and all leases now existing or hereafter made of all or any part of the Development and all security deposits made by tenants in connection with such leases now existing or hereafter made by tenants in connection with such leases of the Development for so long as Beneficiary remains in possession; thereupon, Beneficiary shall have all of the rights and powers possessed by Trustor prior thereto and Beneficiary shall have the right to modify, extend or terminate such existing leases and to execute new leases, in Beneficiary's reasonable determination.

24. If Trustor shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar to successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Trustor shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Trustor within sixty (60) days from the date when such proceedings are brought, or if Trustor shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Trustor or Trustor's Development, or if the Development shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Trustor shall make an assignment for the benefit of Trustor's creditors, or if there is an attachment, execution or other judicial seizure of any portion of Trustor's assets and such seizure is not discharged within thirty (30) days, then Beneficiary may, at Beneficiary's option, declare all of the sums secured by this Deed of Trust to be immediately due and payable without prior notice to Trustor, and Beneficiary may invoke any remedies permitted by this Deed of Trust. Any

reasonable attorney fees and other reasonable expenses incurred by Beneficiary in connection with Trustor's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Trustor secured by this Deed of Trust.

25. Should Trustor sell, convey, transfer or dispose of the Development, or any part thereof, or any interest therein, or place any lien or encumbrance thereon subordinate to the lien created hereby, or agree to do so (whether voluntarily or any operation of law), without the written consent of Beneficiary being first obtained, except as permitted in the Agreement, Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable. This option may be exercised at any time after the occurrence of such event and the acceptance of one or more installments from any person thereafter shall not constitute a waiver of Beneficiary's option. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions. Notwithstanding anything to the contrary hereinabove, the respective interests of the Borrower's special limited partner and the Borrower's investor limited partner shall be transferable without the consent of the City. Moreover, the special limited partner of Borrower shall be permitted to remove the general partner thereof for cause in accordance with the terms of Borrower's partnership agreement. Moreover, if any limited partner of Borrower exercises its right to remove the general partner thereof, the City shall not unreasonably withhold its consent to the substitute general partner.

26. Notwithstanding the existence of any other security interest(s) in the Development held by Beneficiary or by any other party, Beneficiary shall have the right to determine the order in which any or all of the Development shall be subjected to the remedies provided herein. Beneficiary shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Trustor, any party who consents to this Deed of Trust and any party who now or hereafter acquires a security interest in the Development and who has actual or constructive notice hereof hereby waives any and all rights to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

27. Casualty:

    a. Definitions. For purposes of this paragraph 27, the following terms and phrases shall have the meanings indicated:

        (i) "Restoration" means the restoration, repair, replacement or rebuilding of the Development and/or the improvements, if any, to a value, condition and character equal to or greater than that immediately prior to the damage, destruction or "Taking," as defined below.

        (ii) "Taking" means the taking of all or any part of the Development and/or the improvements, if any, or any interest therein or right accruing thereto, as the result of the exercise of the right of

condemnation or eminent domain, or change of grade effecting the Development or the improvement, if any, or any part thereof. A conveyance in lieu of or in anticipation of the exercise of any such right of condemnation or eminent domain shall be considered a Taking.

b. Repair. In case of any damage to the Development or any part thereof, if the reasonable cost of Restoration (any temporary repairs and Development protection pending commencement of the Restoration) exceeds $50,000, Trustor will promptly give written notice of such damage to Beneficiary, describing the nature and extent of such damage and setting forth the best estimate of the cost of Restoration (and such temporary repairs and Development protection). In case of any damage to the Development or any part thereof, Trustor at its expense shall promptly commence and complete the Restoration provided that the Net Casualty Insurance Proceeds (defined below) are made available to Trustor. All insurance proceeds on account of any damage to the Development shall be payable to, and deposited with, Beneficiary. Subject to the conditions set forth below, Beneficiary shall request from Trustor the estimate of cost of restoration which restoration shall be accomplished by the Trustor if Beneficiary receives satisfactory guarantees from Trustor that when combined with the insurance proceeds held by Beneficiary, the restoration can be accomplished such that the value of Beneficiary's lien is not impaired. If restoration as provided hereinable is not determined by Beneficiary to be available due to insufficient funds and/or lack of adequate guaranties and prompt action by the Trustor, Beneficiary, at its sole option, (i) may apply such insurance proceeds upon the Note, as the Beneficiary may determine, (ii) may release such insurance proceeds, without reducing the principal balance of the Note to Trustor, or (iii) any such amount may be divided in any manner among any such application use of release. No such application, use or release shall, however, cure or waive any default of Notice of Default under the Agreement or invalidate any act done pursuant to such Notice. Any unapplied, undisbursed insurance proceeds remaining with the Beneficiary shall inure to the benefit of and pass to the owner or purchaser or the Development or any part of it at any foreclosure or trustee's sale under the Agreement.

c. Application. In the event that Trustor requests that the insurance proceeds be used to accomplish the Restoration, then any "Net Casualty Insurance Proceeds" (i.e., the casualty insurance proceeds remaining after reimbursement of the Beneficiary for any reasonable costs and expenses of the Beneficiary, including reasonable attorney's fees, for collection thereof) received by the Beneficiary shall be applied to the cost of Restoration and disbursed in the same manner and subject to the same conditions as the Project Funds (as defined in the Agreement) if but only if each of the following conditions is satisfied: (A) no default or potential default exists hereunder; (B) the Net Casualty Insurance Proceeds, together with such additional funds (the "Required Equity Funds") as Trustor shall have

deposited with the Beneficiary (and which the Trustor shall be required to deposit with the Beneficiary within one hundred twenty (120) days after the occurrence of such casualty), are sufficient, in the reasonable judgment of the Beneficiary, to pay all costs of (1) the Restoration and (2) interest under the Note and any other expenses related to the Development; (C) the anticipated date for completion of Restoration shall, in the reasonable judgment of the Beneficiary, be prior to the date which is six (6) months prior to the then-applicable maturity date of the Note; and (D) each of the insurance companies from which the Net Casualty Insurance Proceeds are received shall have waived in writing all right of subrogation for the benefit of Trustor and the Beneficiary. Notwithstanding the foregoing, so long as the value of Beneficiary's lien is unimpaired, the Net Casualty Proceeds shall be used for Restoration. Notwithstanding the foregoing, this section 27(c) shall be subject to the terms of the Subordination Agreement.

28. Condemnation. Subject to the terms of the Subordination Agreement, in the event of a partial Taking such that the Development is subject to Restoration, all proceeds and awards shall be paid to Beneficiary to accomplish the Restoration in the event that Trustor requests and satisfies the conditions for the same; and such amount shall be disbursed as set forth in subparagraph 27c (as the same applies to the application of the Net Casualty Insurance Proceeds, with each reference therein to insurance proceeds deemed to include a reference to condemnation proceeds and awards). In the event of a total Taking or in the event Borrower does not elect to apply such award or proceeds to the Restoration, such amount shall be applied as follows, in the order of priority indicated:

    a. To reimburse Beneficiary for all reasonable costs and expenses, including reasonable attorneys' fees, incurred in connection with collecting such proceeds;

    b. To the Payment of the accrued and unpaid interest on the Note;

    c. To the payment of the unpaid principal; of the Note; and

    d. Any remaining balance, if any, shall be paid to the Trustor.

    Notwithstanding anything to the contrary herein, any cure of any default or Event of Default made or tendered by the Limited Partner of Borrower (or an affiliate thereof) shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower. Copies of all notices which are sent to Borrower under the terms of this Agreement shall also be sent to Borrower's Limited Partner c/o Sun America Affordable Housing Partners, 1 Sun America Center, Century City, Los Angeles, CA 90067-6002.

29. Subordination Agreement. In the event that there are any conflicts in this Deed of Trust and the Subordination Agreement, the terms of the Subordination Agreement shall prevail.

UPON WRITTEN REQUEST OF BENEFICIARY stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of its fees, Trustee shall reconvey, without warranty, the estate in the Development then held by Trustee. The grantee in such reconveyance may be designated and described as the "person or persons legally entitled thereto," or by other appropriate terms.

This Deed of Trust shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto, and shall be so construed that wherever applicable with reference to any of the parties hereto, the use of the singular number shall include the plural number, the use of the plural number shall include the singular number, the use of the masculine gender shall include the feminine gender, and shall likewise be so construed as applicable to and including a corporation or corporations that may be a party or parties hereto. The term Beneficiary shall mean the owner and holder of the Note secured hereby, whether or not named as Beneficiary herein.

TRUSTOR hereby requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Notice of Default requested by:

Central Valley Coalition for Affordable Housing
Attn: Christina Alley
3351 M Street, Suite 100
Merced, CA 95348

[Signature Page Follows]

Signature of Trustor:

Porterville Pacific Associates, a California Limited Partnership

By: _____
Caleb Roope, Manager
Roope, LLC

Its: Administrative General Partner

By: _____
Christina Alley, Chief Executive Officer
Central Valley Coalition for Affordable Housing

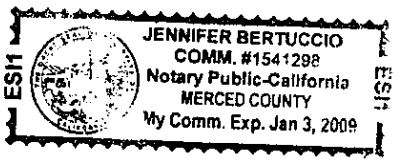
Its: Managing General Partner

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California }
} ss
County of Merced }

On August 6, 2007, before me, Jennifer Bertuccio, Notary Public, personally appeared Christina Alley, personally known to me [or proved to me on the basis of satisfactory evidence] to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Jennifer Bertuccio
Notary Public

My Commission Expires:
January 3, 2009

STATE OF IDAHO)

COUNTY OF ~~CANYON~~ ADA)

On this 31ST day of JULY, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Caleb Roope, in his capacity as Manager of Roope, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument.

WITNESS my hand and official seal.



My Commission Expires 07/26/2011

STATE OF CALIFORNIA)

COUNTY OF MERCED)

On this _____day of _____, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Christina Alley in her capacity as C.E.O. of C.V.C.A.H., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument.

WITNESS my hand and official seal.

My Commission Expires

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF TULARE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

CITY OF PORTERVILLE

PARCEL 1: APN: 260-260-001

That portion of the Northeast quarter of the Southeast quarter of Section 35, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, according to the official plat thereof, described as follows:

Beginning at the intersection of the North line of the Southeast quarter of Section 35 and the East line of "E" Street of the City of Porteville; thence East along said North line, 424 feet to the West line of the right of way of the Southern Pacific Railroad Company; thence Southeasterly along the said Westerly line of said right of way, 427.8 feet; thence West parallel with said North line of the Southeast quarter of Section 35, 506 feet to a point on a line on the Southerly projection of said East line of "E" Street; thence North 420 feet to the point of beginning.

PARCEL 2: APN: 260-250-17 (Portion)

Lot "B" of Swastika First Extension, as per Map recorded in Book 16 Page 7 of Maps, in the Office of the County Recorder of said County.

PARCEL 3: APN: 260-250-17 (Portion)

Lot 35 of Swastika First Extension, as per Map recorded in Book 16 Page 7 of Maps, in the Office of the County Recorder of said County.

CITY OF PORTERVILLE
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

CITY LOAN AGREEMENT
LOAN NUMBER 05-HOME-1674
MARCH 1, 2007

WHEREAS, the City of Porterville, hereinafter called "City", has entered into a Standard Agreement No. 05-HOME-1674, and dated August 3, 2006, with the California Department of Housing and Community Development (the "Department"), for participation in the Home Investment Partnerships Program (the "HOME Program") under 24 CFR Part 92 as amended; and

WHEREAS, City, as the State Recipient for the HOME Program, is responsible for the planning, administration, implementation, and evaluation of the program; and

WHEREAS, Porterville Pacific Associates, a California Limited Partnership, hereinafter called "Borrower", is a California limited partnership organized under the laws of the State of California; and

WHEREAS, City desires to assist Borrower by providing HOME Program funds to assist with the gap financing of a 64-unit rental housing development of which 7 units will be Assisted Units to be occupied by low and very low income households which is located on the Property legally described in Exhibit "A" (the "Development")

NOW, THEREFORE, in consideration of the mutual promises, the parties agree that the HOME Program funds be loaned to Borrower by City subject to the following conditions and limitations. Any terms not defined herein shall have the meaning set forth in the Regulatory Agreement:

I. Scope of Services

A. City will loan Nine Hundred Seventy Five Thousand Dollars ($975,000.00) to Borrower in HOME Program funds at an interest rate of three percent (3%) amortized over a 55 year term to assist with costs, fees and services related to and actual permanent financing of the Development; however, City shall retain Fifty Thousand Dollars ($50,000.00) for Activity Delivery Costs. Payments will be made annually based on Residual Receipts as defined in Section IV D, with the first payment due, if any, on April 15 in the year following the first complete calendar year after the Date of Completion. The Development is to be completed by November 30, 2008 (the "Date of Completion"), unless otherwise specified in writing, by City.

B. Borrower agrees that any Development costs, unless otherwise specified, exceeding the $975,000 in HOME Program funds provided by City pursuant to this Agreement will be the responsibility of Borrower. Borrower further agrees to pay maintenance and operating costs for the Development.

C. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and approved by both parties. Any such changes must not jeopardize HOME Program funding.

D. HOME funds will be disbursed at time of and following construction loan closing upon submission to City of a written request for funding.

II. General Conditions. Borrower agrees to abide by all conditions fully set forth below.

A. Borrower has agreed that seven (7) units will be Assisted Units as defined in the Regulatory Agreement. These units will serve very low- and low-income families and have HOME rents. The position of the units may float throughout the Development.

B. Borrower has requested the financial support of City that is provided for in this Agreement in order to enable Borrower to provide affordable housing services. City shall have no relationship whatsoever with the services provided, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of City may be claimed or found to exist, Borrower shall be an independent contractor only.

C. Borrower shall obtain any and all federal, state, and local permits and licenses required to execute the Development as described in this Agreement. Borrower further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

D. Borrower will provide City with client usage records on an annual basis during the period of this Agreement. These records will include (where applicable), but not be limited to, the following data:

1. Total clients served;
2. Racial breakdown of clients served including Black, White, Hispanic, American Indian/Alaskan and Asian/Pacific Islander;
3. Number and percentage of Low and Very Low Income clients as defined by HUD HOME Program Income Guidelines;
4. Number of handicapped clients served;
5. Number of senior citizens served;
6. Number of female head-of-households served;
7. Name of each head of household served;
8. Number of persons in each household served; and
9. Rent charged each household served.

E. A copy of move-in certifications for the Assisted Units will be sent to City upon tenant certification. Additional copies of annual tenant certifications and copies of new move in certifications will be sent to City.

F. Borrower will not lease any portion of the Assisted Units to other than HOME-eligible tenants, as defined in the HOME Regulations (24 CFR 92). Any lessee, sublessee, or assignee of a HOME unit must meet HOME Program requirements and serve eligible low-income residents.

G. If the affordable housing units, or any portion thereof, are subleased without the prior written approval of City or through foreclosure, sale, or other circumstances Borrower loses legal possession of the Development, Borrower shall, upon the request of City, repay to City, the remaining balance of the Loan that Borrower received from City hereunder. City shall require reasonable assurances of security for such repayments in the form of a deed of trust for such Property pursuant to 24 CFR 92.252. The Deed of Trust shall be subordinated to the both permanent lenders deeds of trust securing each permanent loan. If Borrower chooses to sell, transfer or otherwise convey the subject property, the term of affordability will remain with the Assisted Units pursuant to deed restrictions placed on the Development.

H. Borrower shall not allow the Development to be attached in any manner, including any liens or other encumbrances or any mortgages or other security interest during the period of affordability without the prior written consent of City. Borrower has the consent of City to secure mortgages and other financing with other permanent mortgage lenders, state tax credit allocating agencies (if any), and the limited partners as the permanent financiers of the Development.

I. Borrower may not assign or delegate any of its rights, interests or duties under this Agreement without the prior written consent of City, which consent shall not be unreasonably withheld. Any such assignment of delegation made without the required consent shall be voidable by City, and may, at the option of City, result in the forfeiture of all financial support provided herein.

J. Borrower shall carry or provide insurance as set forth in the Regulatory Agreement.

K. Borrower shall allow duly authorized representatives of City to conduct such occasional reviews, audits and on-site monitoring of the Development as City deems to be appropriate in order to determine:

1. Whether the objectives of the Development are being achieved;
2. Whether the Development is being conducted in an efficient and effective manner;
3. Whether management control systems and internal procedures have been established to meet the objectives of the Development;

4. Whether the financial operations of the Development are being conducted properly;
5. Whether the periodic reports to City contain accurate and reliable information; and
6. Whether all of the activities of the Development are conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.

Visits by City to the Development shall be announced to Borrower in advance of those visits and shall occur during normal operating hours. The Representatives of City may request, and, if such a request is made, shall be granted, access to all of the records of Borrower which relate to the Development. The representatives of City may, from time to time, interview recipients of the housing services of the Development who volunteer to be interviewed.

L. At any time during normal business hours, Borrower records with respect to the Development shall be made available for audit, examination and review by City, the Attorney General's Office, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

M. Subject to the nonrecourse provisions in the Note, Borrower will protect, defend, indemnify, and save and hold harmless City from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Borrower obligation to protect, defend, indemnify, and save and hold harmless as set forth in this paragraph shall include any and all attorneys' fees incurred by City in the defense of handling of said suits, demands, judgments, liens and claims and all attorneys fees and investigation expenses incurred by City in enforcing or obtaining compliance with the provisions of the Agreement.

N. Borrower will not use any funds or resources which are supplied by City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also to agree to notify City of any legal action which is filed by or against it.

O. This Agreement will commence upon its approval and signature by all parties and the Development shall be completed by the Date of Completion. The term of affordability shall be governed according to the term and conditions set forth in Section III, paragraph K below.

P. Borrower agrees that no officer or employee of Borrower may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

Q. Borrower agrees that no officer or employee of Borrower may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

R. Borrower agrees that no officer or employee of Borrower may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

S. Borrower shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City ordinance or state or federal statute.

T. Borrower shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, City, or any combination thereof.

U. Any material breach of this section may, after 30-day notice to Borrower and Borrower's special limited partner and a failure thereby to cure such material breach, in the discretion of City, result in forfeiture of all HOME Program funds received by Borrower pursuant to this Agreement, or any part thereof.

V. An audited cost certification will be submitted to City after completion of the Development.

X. The obligations of Borrower shall be nonrecourse as described in the Note.

Y. Notwithstanding anything to the contrary herein, any cure of any default or Event of Default made or tendered by the special limited partner of Borrower shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower. Copies of all notices which are sent to Borrower under the terms of this Agreement shall also be sent to Borrower's Limited Partner c/o Sun America Affordable Housing Partners, 1 Sun America Center, Century City, Los Angeles, CA 90067-6002 and to Central Valley Coalition for Affordable Housing, Attn: Christina Alley, 3351 M Street, Suite 100, Merced, CA 95348

Z. Notwithstanding anything to the contrary herein, the limited partner of Borrower shall be permitted to remove the general partner thereof for cause and with the consent of the City, pursuant to the terms of Borrower's Partnership Agreement. Moreover, if any limited partner of Borrower exercises its right to remove the general partner thereof, the City shall not unreasonably withhold its consent to the substitute general partner. The respective interests of Borrower's Limited Partner shall be transferable to any affiliate of the Limited Partner without the consent of City. The respective interests of the Borrower's Limited Partner shall be transferable to a non-affiliate of the Limited Partner with the consent of the City, which consent shall not be unreasonably withheld.

III. Federal General Conditions.

A. Borrower shall comply with the following laws and directives:

1. Title VIII of the Civil Rights Act of 1968, Public Law 90-284
2. Section 109 of the Housing and Community Development Act of 1974.
3. Title VI of the Civil Rights Act of 1974, Public Law 99-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.
4. The Fair Housing Act, as amended.
5. Executive Order 11063, as amended.
6. The Age Discrimination Act of 1975.
7. Section 504 of the Rehabilitation Act of 1973.
8. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.
9. The Fair Labor Standards Act.
10. Section 202(a) of the Flood Disaster Protection Act of 1973.
11. Sections 302 and 401 (b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations in 24 CFR, Part 35.

B. No officer, employee or agent of City shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the Development during the period of service of such officer, employee or agent, for one year after dismissal.

C. None of the personnel employed in the administration of the Development shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 Title 5, U.S. Code.

D. None of the HOME Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Borrower shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to Federal Fiscal Year HOME Program grants, except that Borrower will not assume City's environmental responsibilities described in 24 CFR 92.352, nor the intergovernmental review process described in 24 CFR 92.359.

F. Borrower shall maintain records in accordance with 24 CFR 92 508.

G. Borrower in its discretion may request such other and further information, as from time to time required to ensure compliance with the mandates of the above listed Executive Orders.

H. Any material breach of the terms of this section may, after 30 days notice to Borrower and Borrower's special limited partner and failure to cure such material default thereby, in the discretion of City, result in forfeiture of all HOME Program funds received by Borrower pursuant to this Agreement, or any part thereof.

I. For a period of fifty-five (55) years (the "Period of Affordability"), or transfer of title, whichever is later, Borrower agrees to maintain the residential units of the Development as "affordable housing", subject to termination prior to the expiration of such period as provided in Section 5 of the Regulatory Agreement.

J. Borrower agrees to maintain the Development in compliance with Housing Quality Standards established by HUD for the Section 8 Program and local housing code requirements for the duration of this Agreement.

K. Borrower agrees that the duration of this Agreement is in effect for the Period of Affordability established in paragraph I of this section, commencing from the initial date of payment of HOME funds, pursuant to 24 CFR 92.252.

L. Borrower agrees that, for the duration of this Agreement, the Development will be operated in compliance with HOME Regulations, specifically those contained in 24 CFR 92.250-92.258, Subpart F.

M. All leases with tenants living in Assisted Units shall be made for not less than one year, unless a shorter term is mutually agreed upon between Borrower and tenant. All such leases must comply with the requirements set forth in 24 CFR 92.253.

N. Borrower agrees to recertify tenant HOME Program eligibility at least annually as required by HUD regulations.

O. Borrower agrees that maximum rents charged shall not exceed those calculated per HOME Regulations, and that Borrower will supply tenants with written notice at least 30 days before implementing any rent increase.

IV. Financial Management.

A. Borrower agrees that all costs of the Development shall be recorded by budget line items, and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in

whole or in part, to the Development shall be thoroughly identified and readily accessible to City

B. Borrower agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Development will be provided upon request to City.

C. Borrower agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of eligible costs.

D. Borrower agrees to repay the Loan based upon an annual audit of the Development in which Residual Receipts are determined as defined below:

a. The Borrower, or Borrower's management agent, shall promptly deposit all Operating Income in a segregated account established exclusively for the Development with an F.D.I.C. or other comparable federally-insured financial institution.

b. Withdrawals from the account shall be made only in accordance with the provisions of this Agreement, and the approved budget, and shall be disbursed, applied, or reserved and set aside for payment when due for all cost related to the Development including, but not limited to, the following: (1) salaries, wages, and any other compensation due and payable to the employees or agents of the Borrower or management agent employed on site in connection with the maintenance, administration or operation of the Development, along with all withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments required in connection with such employees; (2) all charges incurred in the operation of the Development in connection with utilities, real estate taxes and assessments, and liability, fire and other hazard insurance; (3) payments of required interest, principal, impounds, fees and charges, if any, on loans, including any deferred developer fee until such time as the deferred developer fee is reduced to $0, but not including the Loan, which are secured by liens on the Property and which have been approved by the City; (4) all other expenses incurred to cover operating costs, including the fee of the managing agent, the managing general partner, and any extraordinary expenses, in accordance with the approved annual operating budget of the Development or as otherwise approved in advance by the City; (5) deposits to operating reserve accounts or replacement reserve accounts; (6) payment of up to $12,000 in asset management fees to the partners of the Borrower per the Amended and Restated Agreement of Limited Partnership of Borrower, as amended from time to time.

c. The balance of Operating Income remaining after the payments described in section IV.D(b). above shall be deemed Residual Receipts, fifty percent (50%) of which shall be paid to the City first toward unpaid accrued interest and then to principal on the Loan.

V. Modification or Revocation of Agreement.

A. City will amend or otherwise revise this Agreement, should such modification be required by HUD or any applicable Federal statutes or regulations and Borrower shall approve any such regulated changes provided such changes do not change the economic terms described herein or expand Borrower's liability hereunder.

B. In the event that any of the HOME Program funds for any reason are terminated or withheld from City or otherwise not forthcoming, City may revoke this Agreement to the extent of any such shortfall.

C. This Agreement may only be modified by a written amendment signed by the parties, or as otherwise set forth in the terms of the Agreement.

[Signature Page Follows]

Porterville Pacific Associates,
A California Limited Partnership

By:_____
Caleb Roope, Manager
Roope, LLC

Its: Administrative General Partner

By:_____
Christina Alley, Chief Executive Officer
Central Valley Coalition for Affordable Housing

Its: Managing General Partner

City of Porterville

By:_____
Cameron Hamilton

Its: Mayor

Housing Authority
of the
County of Tulare

May 20, 2026

Luisa Zavala
Acting Community Development Director
City of Porterville
291 North Main Street
Porterville, CA 93257

RE: Sequoia Village at River's Edge Acquisition and Management

Dear Ms. Zavala,

My name is Ken Kugler. I currently serve as the executive director of the Housing Authority of the County of Tulare and as the Managing Director of Kaweah Management, a 501 (c) (3) nonprofit entity.

The Housing Authority of the County of Tulare was established in 1945 pursuant to the United States Housing Act of 1937 and state enabling legislation. Our first major project was to develop housing for returning World War II Veterans and their families. The first developments consisted of surplus portable housing that was obtained from military training bases throughout the state.

By the mid-1950's, the Housing Authority had assumed the management responsibilities for two farm labor housing centers built in the late 1930's by the federal government.

In 1959, the Housing Authority began construction of 30 homes in Cutler, marking the beginning of an expansion that now provides housing for approximately 17,000 people in nearly 5,000 families, elderly households, and households with people with disabilities.

The Housing Authority has established a solid reputation for providing safe, affordable housing for low-income people.

As you know, HATC/Kaweah Management is currently under contract to purchase Sequoia Village at Rivers Edge, located at 424 South E Street from Porterville Pacific Associates, LP.

I am confident we will be able to manage and improve upon this project for the City of Porterville and its citizens.

Housing Authority
of the
County of Tulare

We understand all the requirements and regulations associated with ownership of this type of property, as well as the specific HOME programs attached, and have previously demonstrated our ability to meet these requirements on various properties in Porterville and Tulare County. We look forward to continuing Porterville Pacific's excellent management of this property and intend to employ its current management team during our stewardship.

We feel that HATC/Kaweah Management is a natural candidate with a decades-long proven track record in affordable housing. We request that the City of Porterville review and approve our offer to purchase and operate this property.

Sincerely,

Ken Kugler
Executive Director
Housing Authority of the County of Tulare
PO Box 791
Visalia, CA 93279

SUBJECT: Approval of Parenting Network "Summer Festival" Community Civic Event

SOURCE: Finance

COMMENT: The Parenting Network is requesting approval to conduct the "Summer Festival" Community Civic Event on Friday, July 17, 2026, at Zalud Park from 3:00 p.m. to 5:00 p.m. The event is intended to provide a family-friendly community gathering featuring food, games, music, and activities for all ages while promoting positive community engagement during the summer season.

Event organizers anticipate attendance of approximately 100 to 200 participants. The required park reservation has been secured through the Parks and Leisure Services Department. An Outside Amplifier Permit has also been approved for the duration of the event.

The Community Civic Event Application has been submitted in accordance with Community Civic Events Ordinance No. 1326, as amended. The application has been reviewed by all required City departments, including the Police Department, Fire Department, Parks and Leisure Services Department, Administrative Services Department, and Risk Management. All applicable operational requirements and conditions are outlined in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C, and the Outside Amplifier Permit.

Food vendors participating in the event will be required to comply with all applicable County health requirements and Fire Department safety regulations. In addition, the required certificate of liability insurance and additional insured endorsement have been reviewed and approved.

Staff believes the proposed event will provide a positive community gathering opportunity while maintaining appropriate operational, safety, and risk management requirements.

RECOMMENDATION: That the City Council approve the Community Civic Event Application submitted by Parenting Network for the "Summer Festival" event scheduled for July 17, 2026, at Zalud Park, subject to the conditions and requirements contained within the

Application and Agreement, Exhibit A, Exhibit B, Exhibit C, and the Outside Amplifier Permit.

ATTACHMENTS:

1. CCE Application and Agreement, Exhibit A, Exhibit B, Exhibit C, Outside Amplifier Permit, Map, Certificate of Liability Insurance, and Flyer.

Appropriated/Funded:

Review By:

Department Director:
Trisha Whiteley, Accountant II

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

CITY OF PORTERVILLE

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

(Incomplete applications can delay permit process)

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

Event Flyer: Yes ✓ No _____ If yes, please attach copy

E-mail address: echaidez@parentingnetwork.org

Website: parentingnetwork.org

Application date: 3/23/26 Event date: 7/17/26

Event time: 3pm-5pm

Name of Event: Summer Festival

Sponsoring organization: Parenting Network Phone # 559-793-2527

Address: 770 N. Main ST. Porterville CA 93257

Authorized representative: _____ Phone # _____

Address: _____

Event chairperson: Flor Martinez / Eddie Chavez Phone # 559-793-2527

Location of event Zalud Park 700 N. El Granito St.

Location map must be attached

Description of event: Summer Night Lights Free event Food, activities

Purpose of event: Summer Night Lights StepUp event

Employer Identification Number: 77-0188710

(IRS Determination)

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

Barricades (quantity): _____ Street sweeping Yes _____ No ✓

Police protection Yes _____ No ✓ Refuse pickup Yes _____ No ✓

Other: _____

Parks facility application required: Yes _____ No _____ Attached _____

Assembly permit required: Yes _____ No _____ Attached _____

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred ($100) for the first violation.

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

ee Authorized Representative Initial

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

ee Authorized Representative Initials

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

ee Authorized Representative Initials

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

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

ee Authorized Representative Initials

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

Parenting Network — (Name of Organization)

(Signature)

3/23/26 (Date)

CITY OF PORTERVILLE

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

Name of event: Summer Festival (SNL) Step Up

Sponsoring organization: Parenting Network

Location: Zalud Park Event date: 7/17/26 Event time: 3pm-5pm

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

Vendor name	Address/Telephone	Business License required?	Type of Activity

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

CITY OF PORTERVILLE

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

Name of event: Summer Festival (SNL) Step Up

Sponsoring organization: Parenting Network

Event date: 7/17/26 Hours: 3pm - 5pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From which Street	To which Street	Activity
NONE			

Sidewalks	From which sidewalk	To which sidewalk	Activity

Parking lots and spaces	Location	Activity

Requirements for Community Civic Event

Parenting Network

Summer Festival

June 13, 2026

Fire Marshal: *C. Dignam*	Please see Exhibit C, Pages 1-6
Parks & Leisure Service Asst. Director: *A. Graybehl*	The Park reservation has been secured. No person shall operate, drive, stop, park or leave standing any motor vehicle, other than on paved roadways or paved parking area, in any city park, except when in possession of a permit issued by the director of parks and leisure services permitting that person to operate, drive, stop, park or leave standing said motor vehicle, and further, except any motor vehicle being operated, driven, stopped, parked or left standing by a city employee in the course and scope of his or her duties. Municipal Code 17-10.13
Police Captain: *M. Azevedo*	Please see Exhibit B.
Administrative Service Director: *Y. Andrade*	The certificate of liability and endorsement page are sufficient for the proposed event.
Field Services Superintendent-Refuse: *B. Spry*	No comments.
Field Services Superintendent-Streets: *J. Baeza*	No comments.

Requirements for Community Civic Event

Sponsor:	Parenting Network
Event:	Summer Festival
Event Chairman:	Flor Martinez & Eddie Chaidez
Location:	Zalud Park
Date of Event:	July 17, 2026 (3:00 p.m. – 5:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

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

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

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

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Summer Festival
July 17, 2026 / 3:00 PM—5:00 PM
Zalud Park, Porterville

Recommendations/Requirements:

- Food vendors, in the event that some develop during the planning of the event, should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.

- An Outside Amplifier Permit has been approved. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.

- At conclusion of the event, organizers shall ensure the park is promptly cleared of any vehicles, equipment, booths, or anything that could present a hazard to pedestrians or residents visiting the park.

- Participant vehicles shall not be parked on any part of any sidewalk, or otherwise block traffic or pedestrian travel.

- Event organizers should contact Sergeant Maria Aguillon well in advance of the event for informational purposes and to identify any additional policing concerns/requirements. She can be reached at (559) 782-7400.

Mark Hatch, Lieutenant
Porterville Police Department

Exhibit B

City of Porterville/Fire Department

Community Civic Event Application

Summer Festival

July 17, 2026 3:00 PM – 5:00 PM

Zalud Park

All spacing for tents, tarps and canopies shall comply with the attached requirements for spacing. All tents, canopies, tarps shall all be fire resistance rated with an affixed and legible tag. All booths using electricity, preparing food, or using a generator shall have at a minimum a 2A:10B, C fire extinguisher (Tagged within the last year) that is properly tagged for use within seventy-five feet (75'). There shall be no cooking or frying producing grease laden vapors inside, or under, any tent, tarp, or canopy. All trailers shall be separated from the towing vehicle and level. There shall be a minimum of 12' between units. All food truck/trailers with a fixed extinguishing system shall have a current inspection tag on the system (within the last 6 months) and the required K series extinguisher, along with the 2A:10B, C fire extinguisher. (Tagged within the last year)

Clayton Dignam
Fire Marshal

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

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

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

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

Exceptions:

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

Definitions

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

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

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

Cooking Equipment

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

Wood, Charcoal (Solid Fuels) Cooking

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

Deep Fat Frying, Flambé, and Wok

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

Vendor Booth Construction and Location

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

Electrical Power

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

Fire Extinguishers

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

Miscellaneous

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

Fire Safety Tips

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

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

Cooking Booth Vendor Agreement

Booth/Space #_____ **Business Name**_____
On Site Contact Name_____ **Contact Phone #**_____

Cooking Booth Construction and Location

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

Cooking Equipment

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

Miscellaneous

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

Additional Requirements:

_____

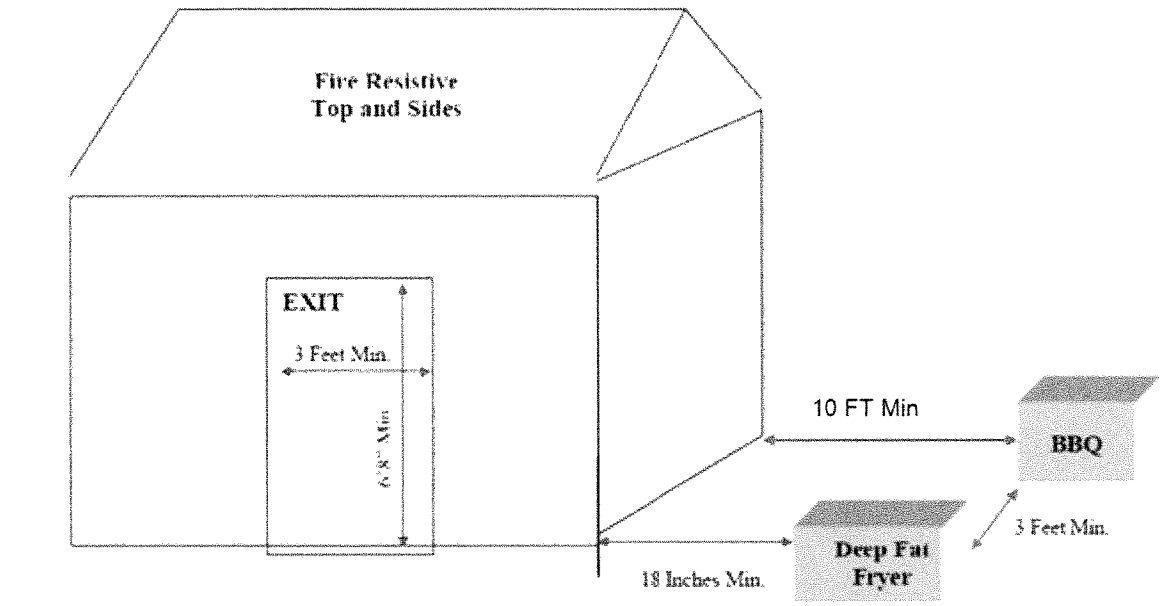
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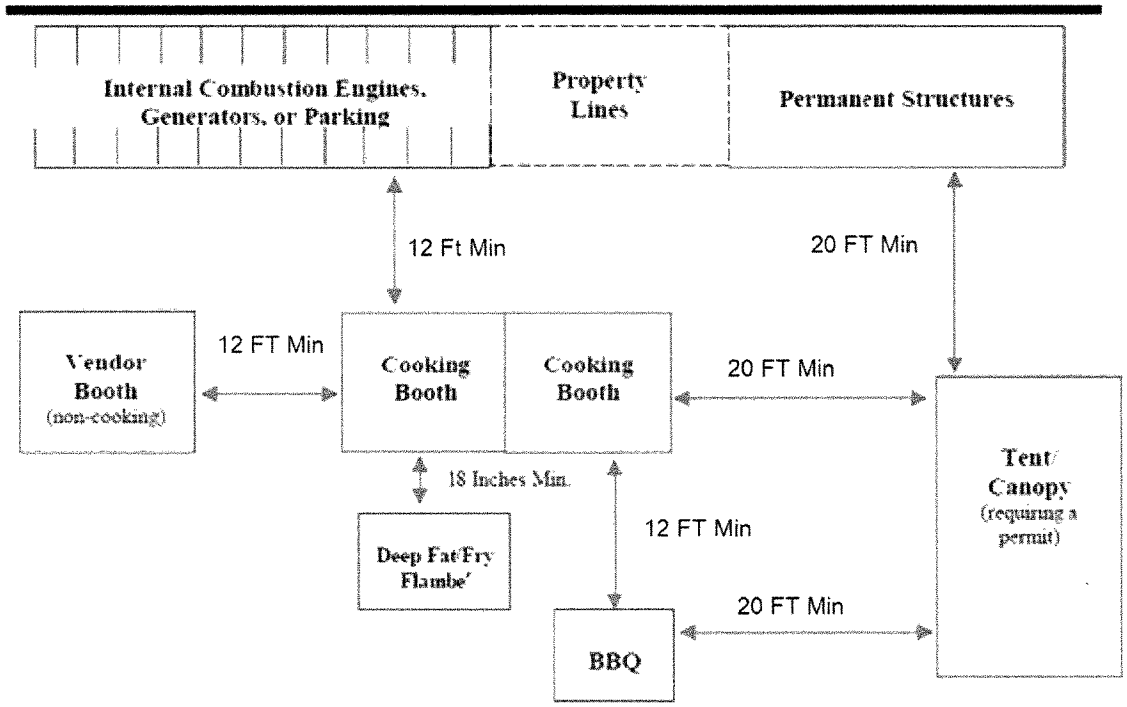
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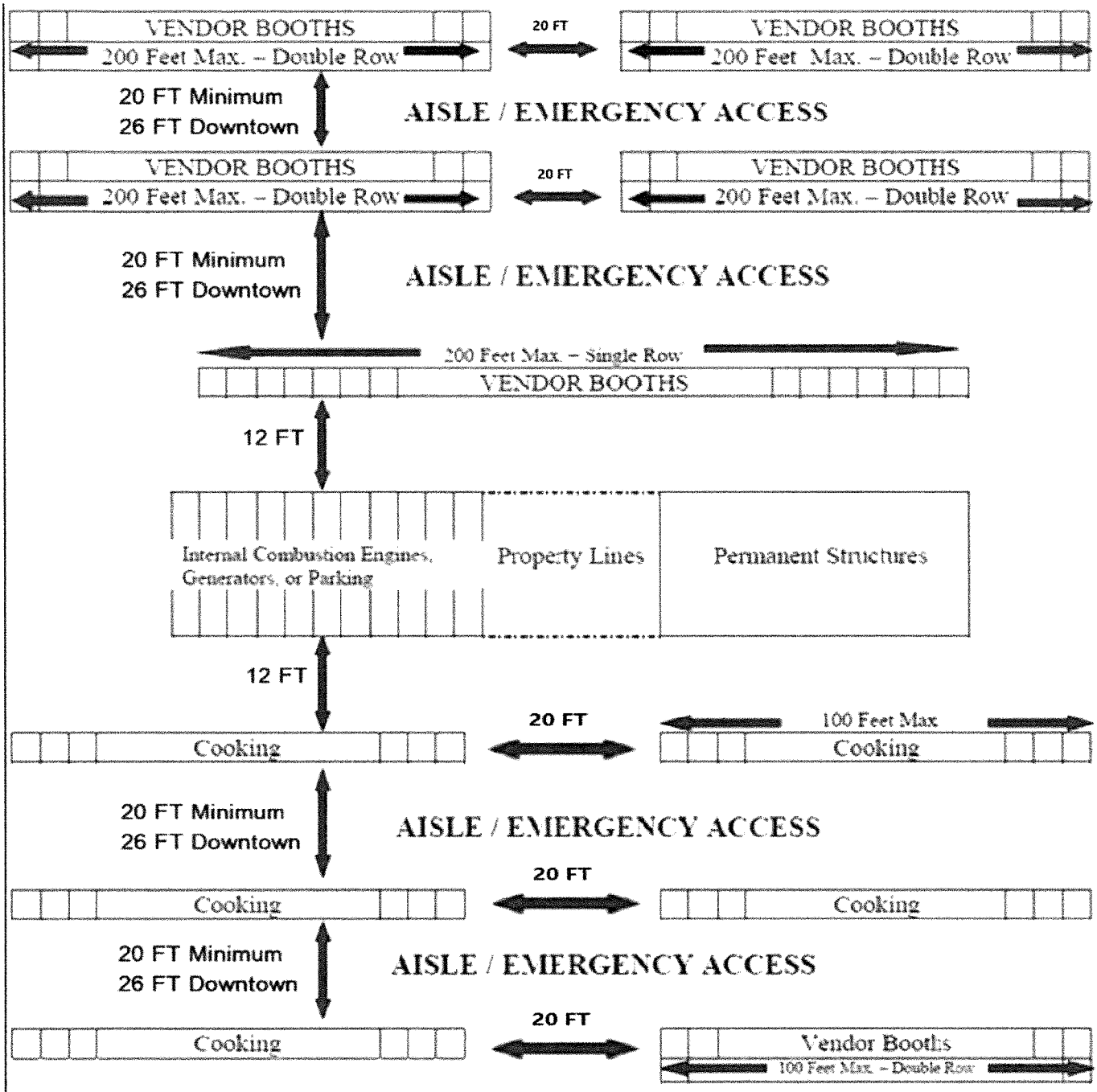
The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any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

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

Signature_____ Date_____


Fire Resistive
Top and Sides
EXIT
3 Feet Min.
6'8" Min.
10 FT Min
BBQ
3 Feet Min.
Deep Fat
Fryer
18 Inches Min.


Internal Combustion Engines,
Generators, or Parking
Property
Lines
Permanent Structures
12 Ft Min
20 FT Min
Vendor
Booth
(non-cooking)
12 FT Min
Cooking
Booth
Cooking
Booth
20 FT Min
Tent/
Canopy
(requiring a
permit)
18 Inches Min.
Deep Fat/Fry
Flambe'
12 FT Min
20 FT Min
BBQ



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

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

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

CITY OF PORTERVILLE

OUTSIDE AMPLIFIER PERMIT

(City Ordinances.#18-9 & 18-14)

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

1 Name and home address of the applicant: Parenting Network
770 N. Main St. Porterville CA 93257

2 Address where amplification equipment is to be used: 700 N El Granito St (Zalud Park)

3 Names and addresses of all persons who will use or operate the amplification equipment: Flor Martinez
Eddie Chavez 770 N. Main St.

4 Type of event for which amplification equipment will be used: Summer Night Lights Free event

5 Dates and hours of operation of amplification equipment: 7/17/26 3pm - 5pm

6 A general description of the sound amplifying equipment to be used: DJ with speakers

Section 18-9 It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

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

Section 18-14 It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars ($400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

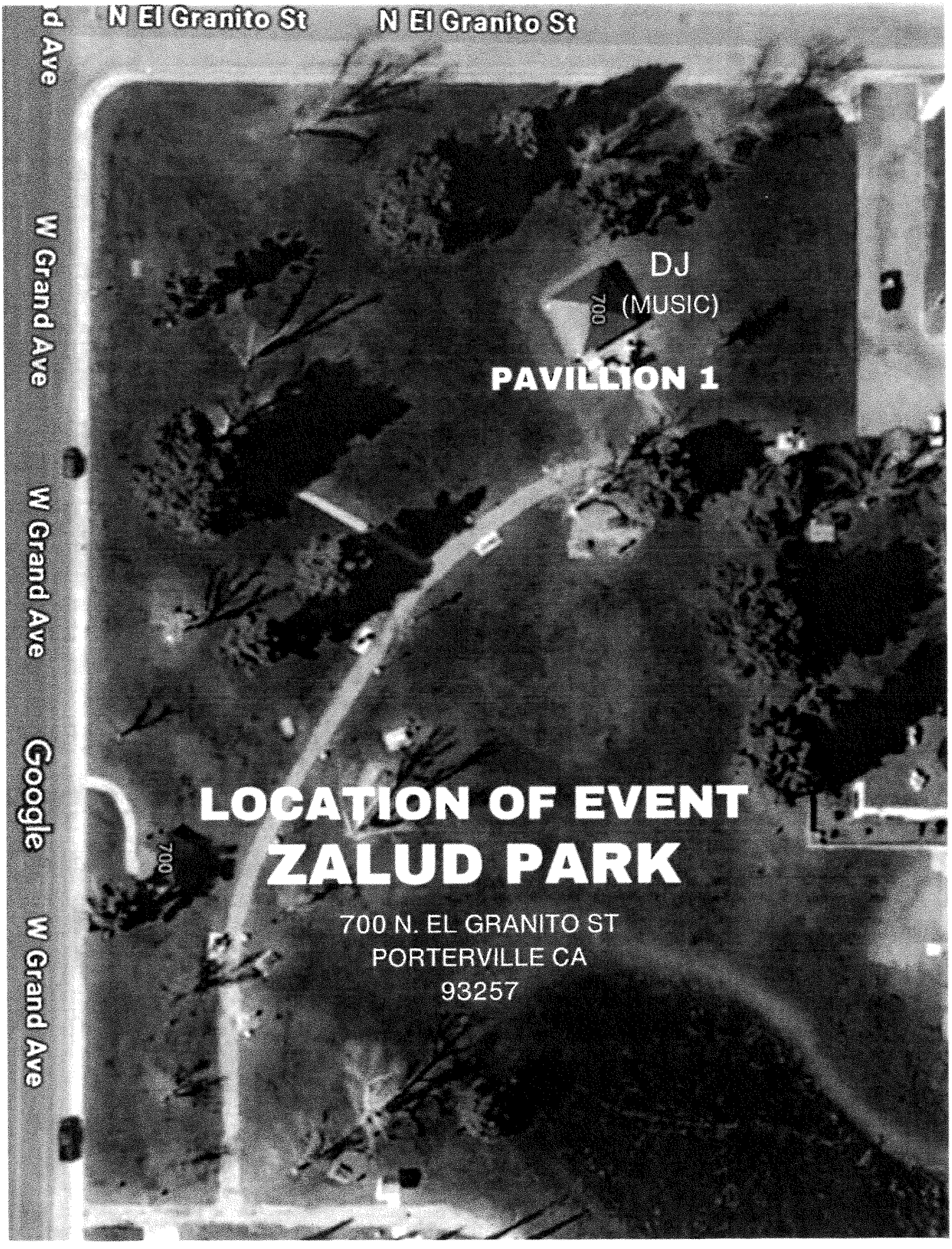
I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Signature of Applicant — *Date* 3/23/26

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

161 LIEUTENANT

City of Porterville, Chief of Police/Designee — *Date* 5-13-26


N El Granito St
N El Granito St
W Grand Ave
W Grand Ave
W Grand Ave
W Grand Ave
Google
700
700
DJ
(MUSIC)
PAVILLION 1
LOCATION OF EVENT
ZALUD PARK
700 N. EL GRANITO ST
PORTERVILLE CA
93257

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/05/2025

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

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

PRODUCER	CONTACT NAME: JOHNNY SEARCY
SEARCY INSURANCE CENTER, INC 15152 OAK RANCH DRIVE VISALIA, CA 93292	PHONE (A/C, No, Ext): 800-736-3904 FAX (A/C, No): 559-334-3442 E-MAIL ADDRESS: SEARCY.INSURANCE@GMAIL.COM
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: PHILADELPHIA INDEMNITY INS. CO. — 18058
INSURED PARENTING NETWORK, INC. 330 NORTH JOHNSON ST VISALIA, CA 93291	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		PHPK2597611-024	10/16/2025	10/16/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CITY OF PORTERVILLE IS NAMED AS ADDITIONAL INSURED PER ATTACHED ADDITIONAL INSURED ENDORSEMENT

CERTIFICATE HOLDER	CANCELLATION
CITY OF PORTERVILLE 291 N. MAIN ST PORTERVILLE, CA 93257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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POLICY NUMBER:
PHPK2597611-024

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Porterville, its officers, agents, officials, employees and volunteers, individually and collectively.

Subrogation is waived as regards the Additional Insured. 30 day Notice of Cancellation will be given the Additional Insured.

Insurance is Primary and Non-Contributory.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Copyright, Insurance Services Office, Inc., 1984

City of Porterville Parks & Leisure Services

15 E Thurman Suite A
291 North Main Street
Porterville, CA 93257

559-791-7695
parks_leisure@ci.porterville.ca.us
http://www.ci.porterville.ca.us/

Registration/Payment Receipt

03/23/2026 11:25 AM

Account Information
Parenting Network
Eddie Chaidez
770 N Main St
Porterville, CA 93257
559-793-2527

Payment
Credit/Debit $180.00

Merchant Code

Item	Amount Paid
Zalud Park Pavilion 1 Jun 13, 2026 10:00 AM-10:00 PM - Resident Rental Fee: $60/Block	$60.00
Zalud Park Pavilion 1 Jul 17, 2026 10:00 AM-10:00 PM - Resident Rental Fee: $60/Block	$60.00
Zalud Park Pavilion 1 Aug 7, 2026 10:00 AM-10:00 PM - Resident Rental Fee: $60/Block	$60.00
Subtotal	$180.00
Total Payment	$180.00

Prompt(s)

Are you having a bounce house at your event/party? If so, a bounce house permit must be purchased. By checking this box the permit fee will automatically be added to your cart. Outlets may NOT be used for bounce houses.. A list of authorized bounce house companies is available for you to print or you may pick up a list at the Parks & Leisure Office during normal business hours. No

Please indicate an estimated number of people you are expecting to attend this function. 100-200

Select type of event Community Event (Requires City Council Approval)

Facility Notes

Zalud Park Pavilion 1

Parks, Pavilions

No alcoholic beverages are allowed in the parks without a permit issued by Parks and Leisure Services and the Police Department.**Those who want alcohol must apply at least seven (7) days prior to the event at the Parks & Leisure Services Offices (15 E Thurman Ave. Ste A). No Exceptions**. Alcohol beverage permit - $2.00 per person. Permits only issued to those who rent pavilions or special areas. Alcohol tags are to be picked up at the Parks & Leisure office the Friday before your party.

FREE EVENT

SUMMER FESTIVAL

EVERYONE IS INVITED TO CELEBRATE SUMMER TOGETHER!

COMMUNITY VIBES, FREE FOOD, GAMES, & MUSIC!

DATE
07/17/2026

TIME
3PM-5PM

ZALUD PARK

700 N EL GRANITO ST

QUESTIONS CALL
559-793-2527

SUPPORTED BY:
HHSA
FIRST 5

SUBJECT: Approval of Parenting Network “Backpacks & Beyond” Community Civic Event

SOURCE: Finance

COMMENT: The Parenting Network is requesting approval to conduct the “Backpacks & Beyond” Community Civic Event on Friday, August 7, 2026, at Zalud Park from 9:00 a.m. to 11:00 a.m. The event is intended to provide a family-friendly community gathering featuring free backpacks, school supplies, snacks, refreshments, and school readiness resources to help children prepare for a successful school year.

Event organizers anticipate an attendance of approximately 100 to 200 participants. The required park reservation has been secured through the Parks and Leisure Services Department. An Outside Amplifier Permit has also been approved for the duration of the event.

The Community Civic Event Application has been submitted in accordance with Community Civic Events Ordinance No. 1326, as amended. The application has been reviewed by all required City departments, including the Police Department, Fire Department, Parks and Leisure Services Department, Administrative Services Department, and Risk Management. All applicable operational requirements and conditions are outlined in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C, and the Outside Amplifier Permit.

Food vendors participating in the event will be required to comply with all applicable County health requirements and Fire Department safety regulations. In addition, the required certificate of liability insurance and additional insured endorsement have been reviewed and approved.

Staff believes the proposed event will provide a positive community benefit by assisting local families and students with back-to-school resources while maintaining appropriate operational, safety, and risk management requirements.

RECOMMENDATION: That the City Council approve the Community Civic Event Application submitted by Parenting Network for the “Backpacks

& Beyond" event scheduled for August 7, 2026, at Zalud Park, subject to the conditions and requirements contained within the Application and Agreement, Exhibit A, Exhibit B, Exhibit C, and the Outside Amplifier Permit.

ATTACHMENTS:

1. CCE Application and Agreement, Exhibit A, Exhibit B, Exhibit C, Outside Amplifier Permit, Map, Certificate of Liability Insurance, and Flyer.

Appropriated/Funded:

Review By:

Department Director:
Trisha Whiteley, Accountant II

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

CITY OF PORTERVILLE

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

(Incomplete applications can delay permit process)

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

Event Flyer: Yes ✓ No _____ If yes, please attach copy

E-mail address: echaidez@parentingnetwork.org

Website: parentingnetwork.org

Application date: 3/23/26 Event date: 8/7/26

Event time: 9Am - 11am

Name of Event: Backpacks & Beyond Summer Night Lights Step Up

Sponsoring organization: Parenting Network Phone # 5557932527

Address: 770 N. Main St.

Authorized representative: _____ Phone # _____

Address: _____

Event chairperson: Flor Martinez / Eddie Chaidez Phone # 559.793.2527

Location of event Zalud Park 700 N. El Granito St

Location map must be attached

Description of event: Free resources, snacks, refreshments (5) Backpacks, school supplies and school Readiness activities

Purpose of event: Summer Night Lights Step Up

Employer Identification Number: 77-0187110

(IRS Determination)

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

Barricades (quantity): _____ Street sweeping Yes _____ No ✓

Police protection Yes ____ No ____ Refuse pickup Yes _____ No ✓

Other: _____

Parks facility application required: Yes ____ No ____ Attached ____

Assembly permit required: Yes ____ No ____ Attached ____

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred ($100) for the first violation.

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

EC Authorized Representative Initial

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

EC Authorized Representative Initials

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

EC Authorized Representative Initials

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

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

EC Authorized Representative Initials

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

Parenting Network		3/23/26
(Name of Organization)	(Signature)	(Date)

CITY OF PORTERVILLE

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

Name of event: Backpacks & Beyond

Sponsoring organization: Parenting Network

Location: Zalud Park 700 N. F St Granite Event date: 8/7/26 Event time: 9am-11am

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

Vendor name	Address/Telephone	Business License required?	Type of Activity
Anthem		No	Free info Resources
FHCN		No	Free info Resources
BUSD		No	Free info Resources
CSET		No	Free info Resources
PUSD		No	Free info Resources

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

CITY OF PORTERVILLE

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

Name of event: Backpacks & Beyond

Sponsoring organization: Parenting Network

Event date: 8/7/26 Hours: 9am - 11am

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From which Street	To which Street	Activity

Sidewalks	From which sidewalk	To which sidewalk	Activity

Parking lots and spaces	Location	Activity

Requirements for Community Civic Event

Parenting Network

Backpacks & Beyond

August 7, 2026

Fire Marshal: *C. Dignam*	Please see Exhibit C, Pages 1-6
Parks & Leisure Service Asst. Director: *A. Graybehl*	The Park reservation has been secured. No person shall operate, drive, stop, park or leave standing any motor vehicle, other than on paved roadways or paved parking areas, in any city park, except when in possession of a permit issued by the director of parks and leisure services permitting that person to operate, drive, stop, park or leave standing said motor vehicle, and further, except any motor vehicle being operated, driven, stopped, parked or left standing by a city employee in the course and scope of his or her duties. Municipal Code 17-10.13
Police Lieutenant: *M. Hatch*	Please see Exhibit B.
Administrative Service Director: *Y. Andrade*	The certificate of liability and endorsement page are sufficient for the proposed event.
Field Services Superintendent-Refuse: *B. Spry*	No comments.
Field Services Superintendent-Streets: *J. Baeza*	No comments.

Requirements for Community Civic Event

Sponsor:	Parenting Network
Event:	Backpacks & Beyond
Event Chairman:	Flor Martinez & Eddie Chaidez
Location:	Zalud Park
Date of Event:	August 7, 2026 (9:00 a.m. –11:00 a.m.)

RISK MANAGEMENT: Conditions of Approval

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

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

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

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Backpacks and Beyond
August 7, 2026 / 9:00 AM—11:00 AM
Zalud Park, Porterville

Recommendations/Requirements:

- Food vendors, in the event that some develop during the planning of the event, should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.

- An Outside Amplifier Permit has been approved. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.

- At conclusion of the event, organizers shall ensure the park is promptly cleared of any vehicles, equipment, booths, or anything that could present a hazard to pedestrians or residents visiting the park.

- Participant vehicles shall not be parked on any part of any sidewalk, or otherwise block traffic or pedestrian travel.

- Event organizers should contact Sergeant Maria Aguillon well in advance of the event for informational purposes and to identify any additional policing concerns/requirements. She can be reached at (559) 782-7400.

Mark Hatch, Lieutenant
Porterville Police Department

Exhibit B

City of Porterville/Fire Department

Community Civic Event Application

Backpacks & Beyond

August 7, 2026 9:00 AM – 11:00 AM

Zalud Park

All spacing for tents, tarps and canopies shall comply with the attached requirements for spacing. All tents, canopies, tarps shall all be fire resistance rated with an affixed and legible tag. All booths using electricity, preparing food, or using a generator shall have at a minimum a 2A:10B, C fire extinguisher (Tagged within the last year) that is properly tagged for use within seventy-five feet (75'). There shall be no cooking or frying producing grease laden vapors inside, or under, any tent, tarp, or canopy. All trailers shall be separated from the towing vehicle and level. There shall be a minimum of 12' between units. All food truck/trailers with a fixed extinguishing system shall have a current inspection tag on the system (within the last 6 months) and the required K series extinguisher, along with the 2A:10B, C fire extinguisher. (Tagged within the last year)

Clayton Dignam
Fire Marshal

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

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

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

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

Exceptions:

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

Definitions

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

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

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

Cooking Equipment

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

Wood, Charcoal (Solid Fuels) Cooking

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

Deep Fat Frying, Flambé, and Wok

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

Vendor Booth Construction and Location

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

Electrical Power

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

Fire Extinguishers

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

Miscellaneous

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

Fire Safety Tips

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

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

Cooking Booth Vendor Agreement

Booth/Space #_____ **Business Name**_____
On Site Contact Name_____ **Contact Phone #**_____

Cooking Booth Construction and Location

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

Cooking Equipment

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

Miscellaneous

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

Additional Requirements:

_____

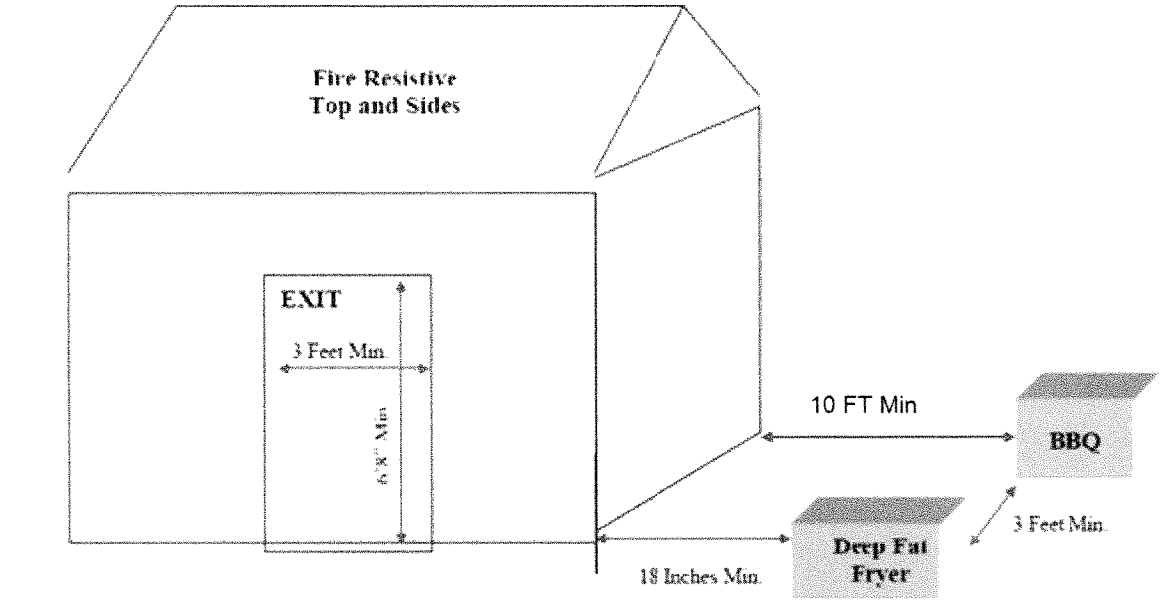
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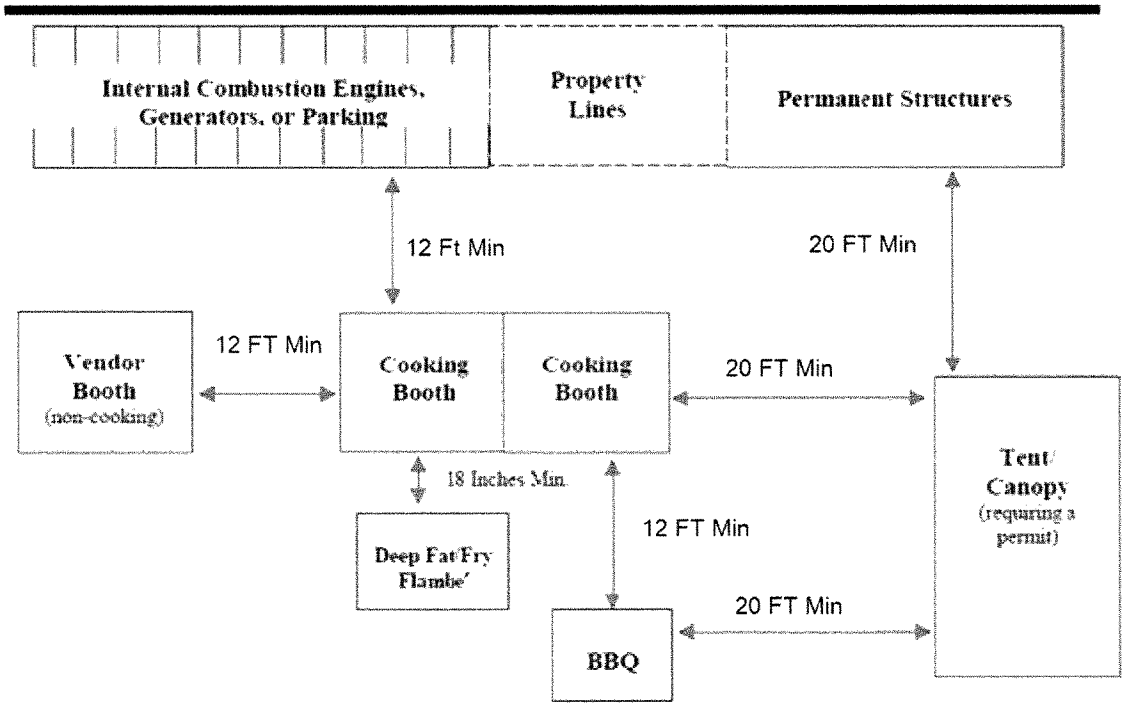
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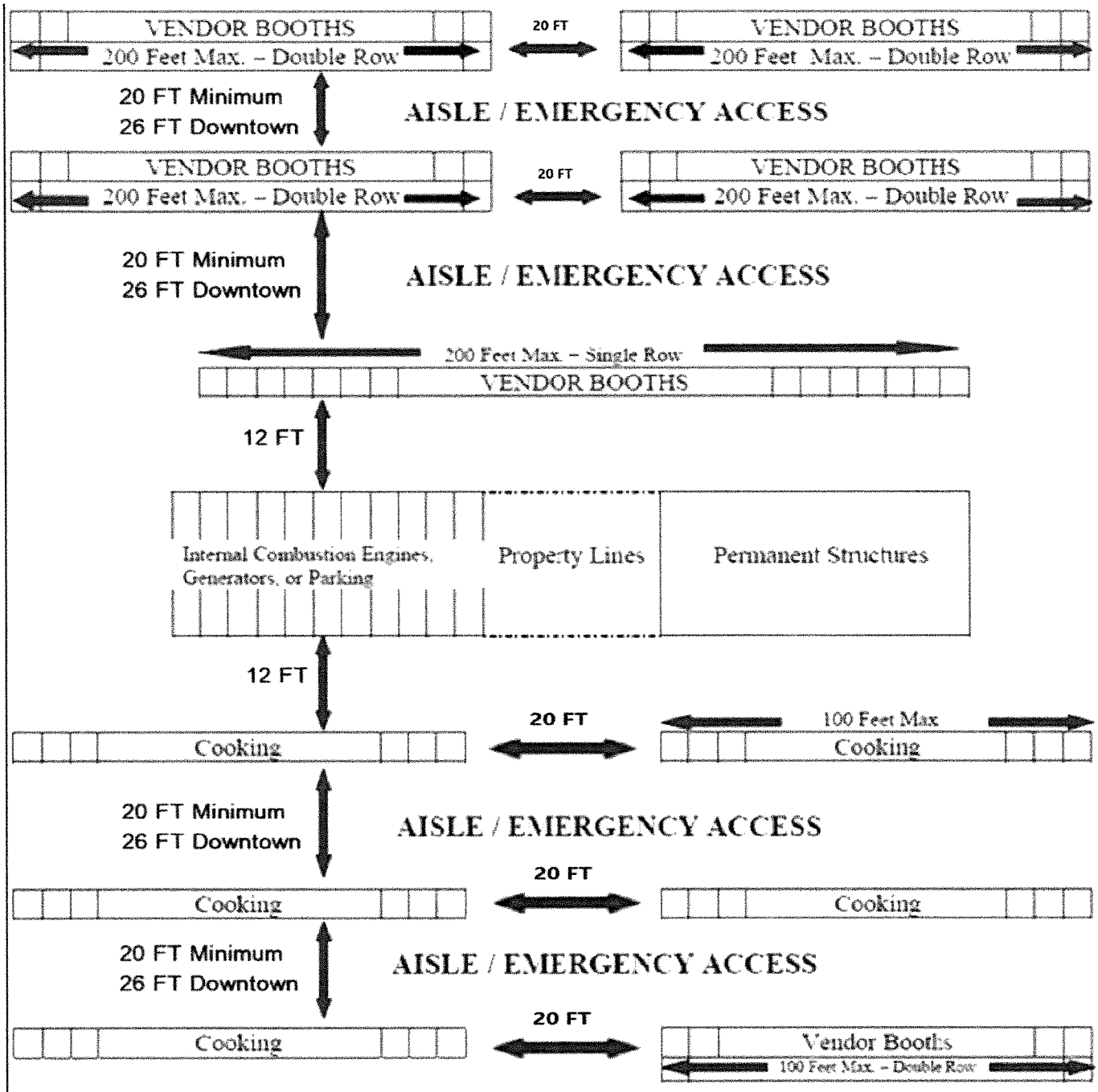
The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any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

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

Signature_____ Date_____


Fire Resistive
Top and Sides
EXIT
3 Feet Min.
6'8" Min.
10 FT Min
BBQ
3 Feet Min.
Deep Fat
Fryer
18 Inches Min.


Internal Combustion Engines,
Generators, or Parking
Property
Lines
Permanent Structures
12 Ft Min
20 FT Min
Vendor
Booth
(non-cooking)
12 FT Min
Cooking
Booth
Cooking
Booth
20 FT Min
Tent/
Canopy
(requiring a
permit)
18 Inches Min.
Deep Fat/Fry
Flambe'
12 FT Min
20 FT Min
BBQ



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

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

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

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)

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

1 Name and home address of the applicant: Parenting Network
770 N. Main St

2 Address where amplification equipment is to be used: Zalud Park 700 N. E Grand

3 Names and addresses of all persons who will use or operate the amplification equipment: Flor Martinez
Eddie Chavez 770 N. Main St

4 Type of event for which amplification equipment will be used: Backpacks & Beyond "

5 Dates and hours of operation of amplification equipment: 8/7/26 9am - 11am

6 A general description of the sound amplifying equipment to be used: DJ speakers (music)

Section 18-9 It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

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

Section 18-14 It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars ($400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

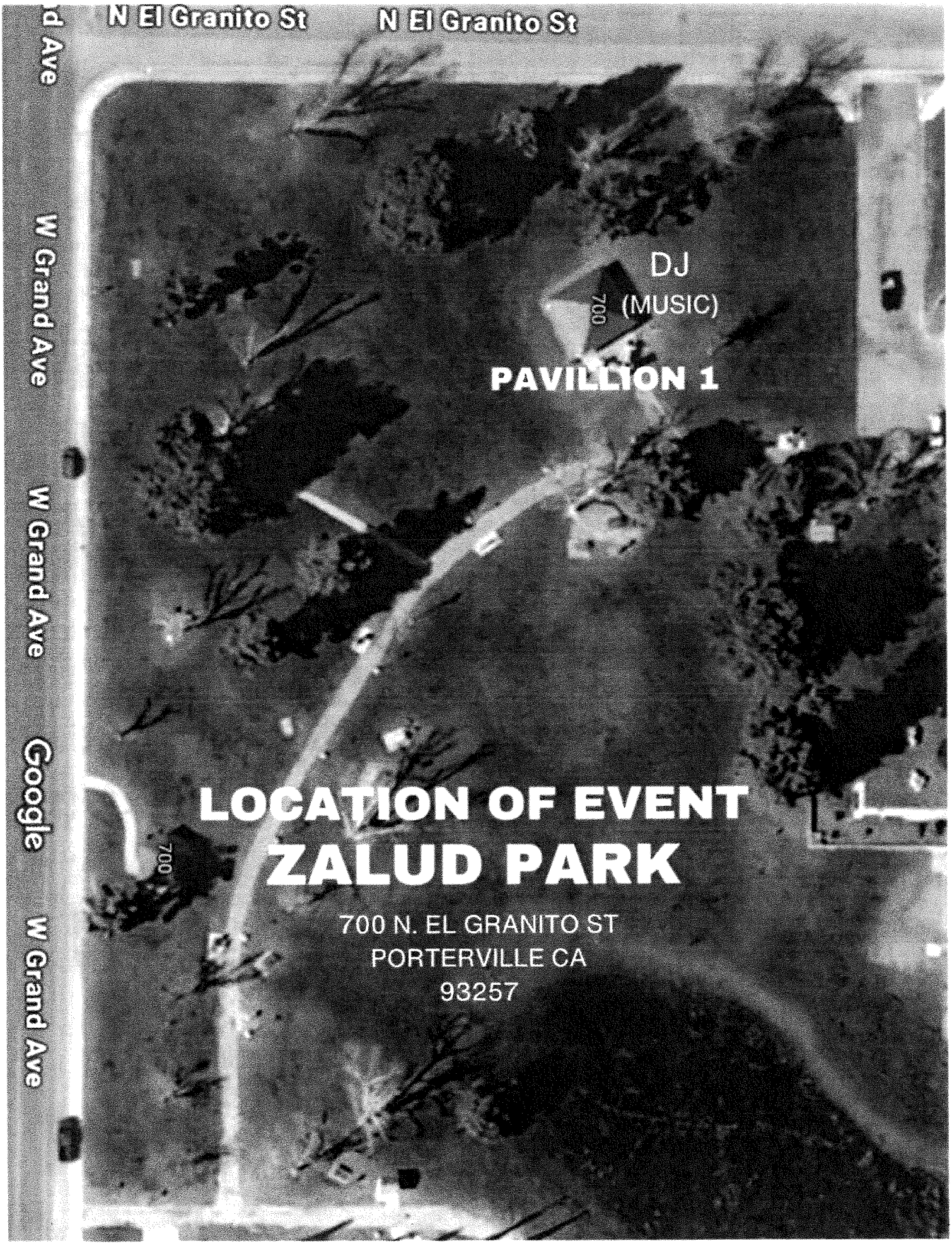
I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Signature of Applicant — *Date* 3/23/26

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

LIEUTENANT

City of Porterville, Chief of Police/Designee — *Date* 5-13-26


N El Granito St
N El Granito St
W Grand Ave
W Grand Ave
W Grand Ave
Google
DJ
(MUSIC)
700
PAVILLION 1
LOCATION OF EVENT
ZALUD PARK
700 N. EL GRANITO ST
PORTERVILLE CA
93257

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/05/2025

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

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

PRODUCER	CONTACT NAME: JOHNNY SEARCY
SEARCY INSURANCE CENTER, INC 15152 OAK RANCH DRIVE VISALIA, CA 93292	PHONE (A/C, No, Ext): 800-736-3904 FAX (A/C, No): 559-334-3442 E-MAIL ADDRESS: SEARCY.INSURANCE@GMAIL.COM
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: PHILADELPHIA INDEMNITY INS. CO. — 18058
INSURED PARENTING NETWORK, INC. 330 NORTH JOHNSON ST VISALIA, CA 93291	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		PHPK2597611-024	10/16/2025	10/16/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CITY OF PORTERVILLE IS NAMED AS ADDITIONAL INSURED PER ATTACHED ADDITIONAL INSURED ENDORSEMENT

CERTIFICATE HOLDER	CANCELLATION
CITY OF PORTERVILLE 291 N. MAIN ST PORTERVILLE, CA 93257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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POLICY NUMBER:
PHPK2597611-024

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Porterville, its officers, agents, officials, employees and volunteers, individually and collectively.

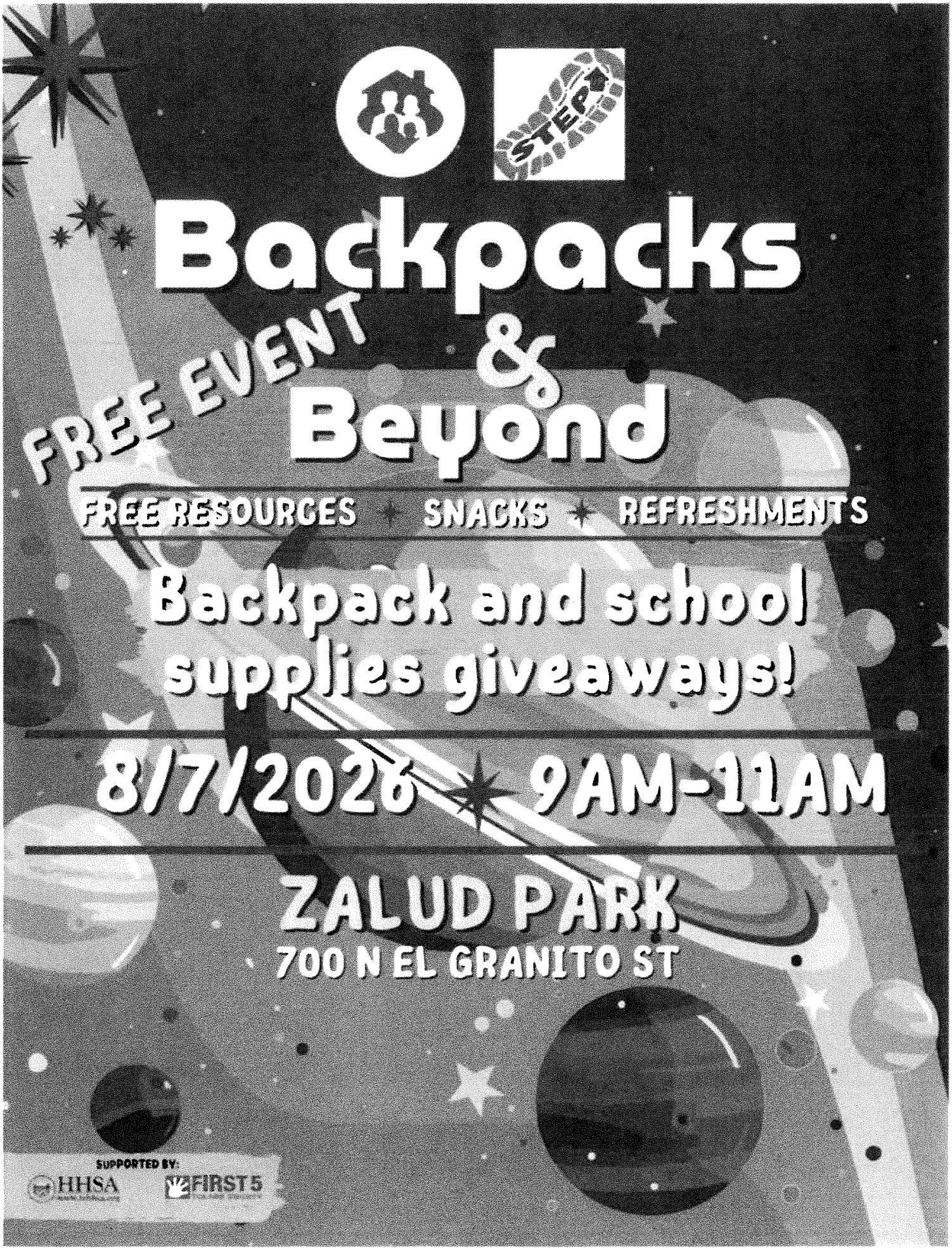
Subrogation is waived as regards the Additional Insured. 30 day Notice of Cancellation will be given the Additional Insured.

Insurance is Primary and Non-Contributory.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Copyright, Insurance Services Office, Inc., 1984


Backpacks
& Beyond
FREE EVENT
FREE RESOURCES • SNACKS • REFRESHMENTS
Backpack and school supplies giveaways!
8/7/2026 • 9AM-11AM
ZALUD PARK
700 N EL GRANITO ST
SUPPORTED BY:
HHSA
FIRST 5

City of Porterville Parks & Leisure Services

15 E Thurman Suite A
291 North Main Street
Porterville, CA 93257

559-791-7695
parks_leisure@ci.porterville.ca.us
http://www.ci.porterville.ca.us/

Registration/Payment Receipt

03/23/2026 11:25 AM

Account Information

Parenting Network
Eddie Chaidez
770 N Main St
Porterville, CA 93257
559-793-2527

Payment

Credit/Debit	$180.00
Merchant Code	

Item	Amount Paid
Zalud Park Pavilion 1 Jun 13, 2026 10:00 AM-10:00 PM - Resident Rental Fee: $60/Block	$60.00
Zalud Park Pavilion 1 Jul 17, 2026 10:00 AM-10:00 PM - Resident Rental Fee: $60/Block	$60.00
Zalud Park Pavilion 1 Aug 7, 2026 10:00 AM-10:00 PM - Resident Rental Fee: $60/Block	$60.00
Subtotal	$180.00
Total Payment	$180.00

Prompt(s)

Are you having a bounce house at your event/party? If so, a bounce house permit must be purchased. By checking this box the permit fee will automatically be added to your cart. Outlets may NOT be used for bounce houses.. A list of authorized bounce house companies is available for you to print or you may pick up a list at the Parks & Leisure Office during normal business hours. No

Please indicate an estimated number of people you are expecting to attend this function. 100-200

Select type of event Community Event (Requires City Council Approval)

Facility Notes

Zalud Park Pavilion 1

Parks, Pavilions

No alcoholic beverages are allowed in the parks without a permit issued by Parks and Leisure Services and the Police Department.**Those who want alcohol must apply at least seven (7) days prior to the event at the Parks & Leisure Services Offices (15 E Thurman Ave. Ste A). No Exceptions**. Alcohol beverage permit - $2.00 per person. Permits only issued to those who rent pavilions or special areas. Alcohol tags are to be picked up at the Parks & Leisure office the Friday before your party.

SUBJECT: Approval of For the Kidz Global Corporation "3rd Annual Watermelon Festival" Community Civic Event

SOURCE: Finance

COMMENT: For the Kidz Global Corporation is requesting approval to conduct the "3rd Annual Watermelon Festival" Community Civic Event on Sunday, July 19, 2026, at Veterans Park from 3:00 p.m. to 9:00 p.m. The event is intended to promote community engagement, support local vendors, and provide a family-friendly summer activity for residents and visitors.

The event will feature watermelon contests, vendor booths, live music, family-oriented games, entertainment, community activities, and local vendor participation. Staff believes the event will provide a positive opportunity for the community to gather and activate Veterans Park through a family-oriented seasonal event.

An Outside Amplifier Permit has been approved to accommodate event setup, live music, announcements, and event activities from 1:00 p.m. to 8:00 p.m.

The Community Civic Event Application has been reviewed by all required City departments, including Police, Fire, Parks and Leisure Services, Administrative Services, and Risk Management staff. All applicable operational requirements and event conditions are outlined in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C, and the Outside Amplifier Permit.

The required park reservation, certificate of liability insurance, and additional insured endorsement have been reviewed and approved.

Staff believes the proposed event provides a positive community benefit while maintaining appropriate operational, safety, and risk management requirements.

RECOMMENDATION: That the City Council approve the Community Civic Event Application submitted by For the Kidz Global Corporation for the "3rd Annual Watermelon Festival" event scheduled for July 19,

2026, at Veterans Park, subject to the conditions and requirements contained within the Application and Agreement, Exhibit A, Exhibit B, Exhibit C, and the Outside Amplifier Permit.

ATTACHMENTS:

1. CCE Application and Agreement, Exhibit A, Exhibit B, Exhibit C, Outside Amplifier Permit, Map, Certificate of Liability Insurance, and Flyer.

Appropriated/Funded:

Review By:

Department Director:
Trisha Whiteley, Accountant II

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

CITY OF PORTERVILLE

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

(Incomplete applications can delay permit process)

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

Event Flyer: Yes [redacted] No _____ If yes, please attach copy

E-mail address: jaimegomez56@ymail.com

Website: _____

Application date: 4-30-26 Event date: 7-19-26

Event time: 3pm-9pm

Name of Event: 3rd Annual Porterville Watermelon Festival

Sponsoring organization: For The Kidz Global Corporation Phone #559-920-2784

Address: 25433 Avenue 78 Terra Bella

Authorized representative: Mike DeLeon Phone #559-920-2784

Address: 1690 West kanai ave

Event chairperson: Jamie Gomez Phone # 559-789-1943

Location of event 1501 w Henderson Ave Porterville

Location map must be attached

Description of event: Community Event

Purpose of event: community event

Non-profit organization status: active 39-34532.12

(IRS Determination)

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

Barricades (quantity): _____ Street sweeping Yes _____ No [redacted]

Police protection Yes [redacted] No _____ Refuse pickup Yes _____ No [redacted]

Other: _____

Parks facility application required: Yes [redacted] No _____ Attached [redacted]

Assembly permit required: Yes [redacted] No _____ Attached [redacted]

PURCHASING

MAY 2 0 2026

RECEIVED

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit ou City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782 7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, witl penalties of one hundred ($100) for the first violation.

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

JG
Authorized Representative Initial

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

JG
Authorized Representative Initials

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

JG
Authorized Representative Initials

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

JG
Authorized Representative Initials

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

JG
Authorized Representative Initials

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

(Name of Organization) for the kidz global corporation (Signature) (Date) 4-30-2

CITY OF PORTERVILLE

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

Name of event: 3rd Annual Porterville Watermelon Festival

Sponsoring organization: For the kids corporation

Location: 1501 w Henderson Porterville Event date: July 19th Event time: 12-9pm

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

Vendor name	Address/Telephone	Business License required?	Type of Activity
Pending list once I start getting vendors I will send over list			

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

CITY OF PORTERVILLE

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

Name of event: 3rd annual Porterville watermelon festival

Sponsoring organization: For the kids global corporation

Event date: July 19th 2026 Hours: Noon - 9pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From which Street	To which Street	Activity

not needed

Sidewalks	From which sidewalk	To which sidewalk	Activity

Parking lots and spaces	Location	Activity

Requirements for Community Civic Event

For the Kidz Global Corporation

3rd Annual Watermelon Festival

July 19, 2026

Fire Marshal: *C. Dignam*	Please see Exhibit C.
Parks & Leisure Service Asst. Director: *A. Graybehl*	The Park reservation has been secured. Non-event vehicles are to park in designated parking areas (Municipal Code 17-10.13).
Police Lieutenant: *M. Hatch*	Please see Exhibit B.
Administrative Service Director: *Y. Andrade*	Risk management requires $3M in liability coverage. The City should also be named as additional insured, and the endorsement page evidencing that must be attached to the certificate of insurance. All bounce house/inflatable participants or legal guardians (if participant is a minor) must sign a waiver of liability releasing the City from any and all claims.
Field Services Superintendent-Refuse: *B. Spry*	No comments.
Field Services Superintendent-Streets: *J. Baeza*	No comments.

Requirements for Community Civic Event

Sponsor:	For the Kidz Global Corporation
Event:	3rd Annual Watermelon Festival
Event Chairman:	Jaime Gomez
Location:	Veterans Park
Date of Event:	July 19, 2026 (3:00 p.m. – 9:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

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

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

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

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Watermelon Festival
July 19, 2026, 12:00 pm to 9:00 pm
Veterans Park

Proposed Conditions/Requirements for Event:

- At conclusion of event, event organizers shall ensure the park is promptly cleared of any equipment, booths, or waste
- Event organizers should contact the Patrol Watch Commander to discuss any potential policing needs. They can be reached at (559) 782-7410 or (559) 782-7417.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved and granted; however, event organizers shall not allow sound amplification to be so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.

Mark Hatch, Lieutenant
Porterville Police Department

Exhibit B

City of Porterville/Fire Department

Community Civic Event Application

3rd Annual Watermelon Festival

July 19, 2026 3:00 PM – 9:00 PM

Veterans Park

All spacing for tents, tarps and canopies shall comply with the attached requirements for spacing. All tents, canopies, tarps shall all be fire resistance rated with an affixed and legible tag. All booths using electricity, preparing food, or using a generator shall have at a minimum a 2A:10B, C fire extinguisher (Tagged within the last year) that is properly tagged for use within seventy-five feet (75'). There shall be no cooking or frying producing grease laden vapors inside, or under, any tent, tarp, or canopy. All trailers shall be separated from the towing vehicle and level. There shall be a minimum of 12' between units. All food truck/trailers with a fixed extinguishing system shall have a current inspection tag on the system (within the last 6 months) and the required K series extinguisher, along with the 2A:10B, C fire extinguisher. (Tagged within the last year)

Clayton Dignam
Fire Marshal

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

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

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

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

Exceptions:

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

Definitions

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

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

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

Cooking Equipment

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

Wood, Charcoal (Solid Fuels) Cooking

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

Deep Fat Frying, Flambé, and Wok

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

Vendor Booth Construction and Location

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

Electrical Power

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

Fire Extinguishers

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

Miscellaneous

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

Fire Safety Tips

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

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

Cooking Booth Vendor Agreement

Booth/Space #_____ **Business Name**_____
On Site Contact Name_____ **Contact Phone #**_____

Cooking Booth Construction and Location

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

Cooking Equipment

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

Miscellaneous

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

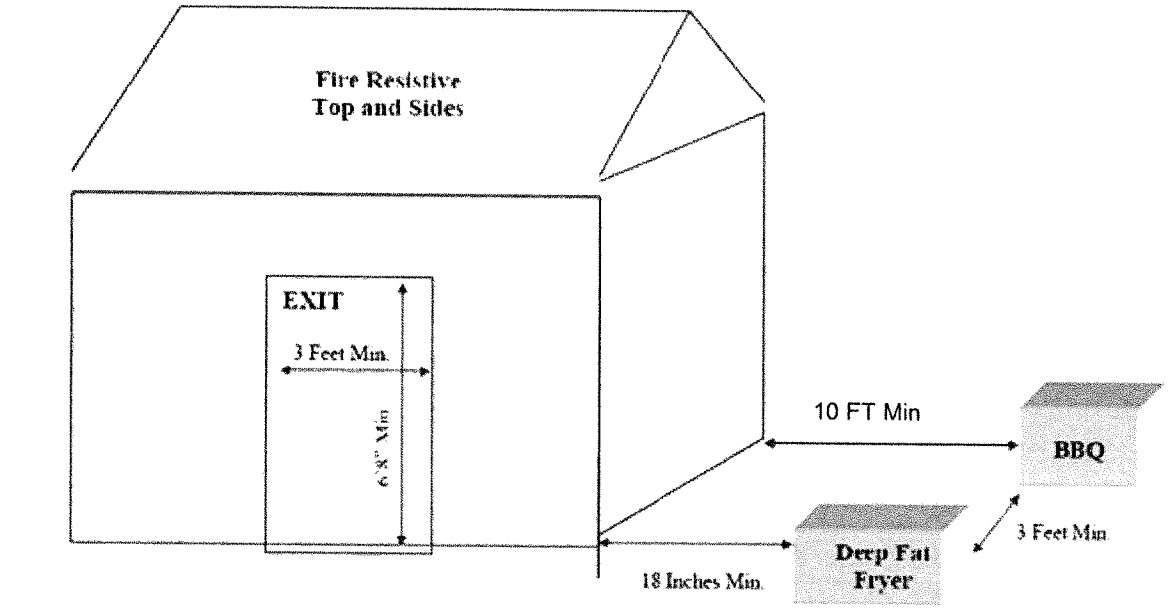
Additional Requirements:

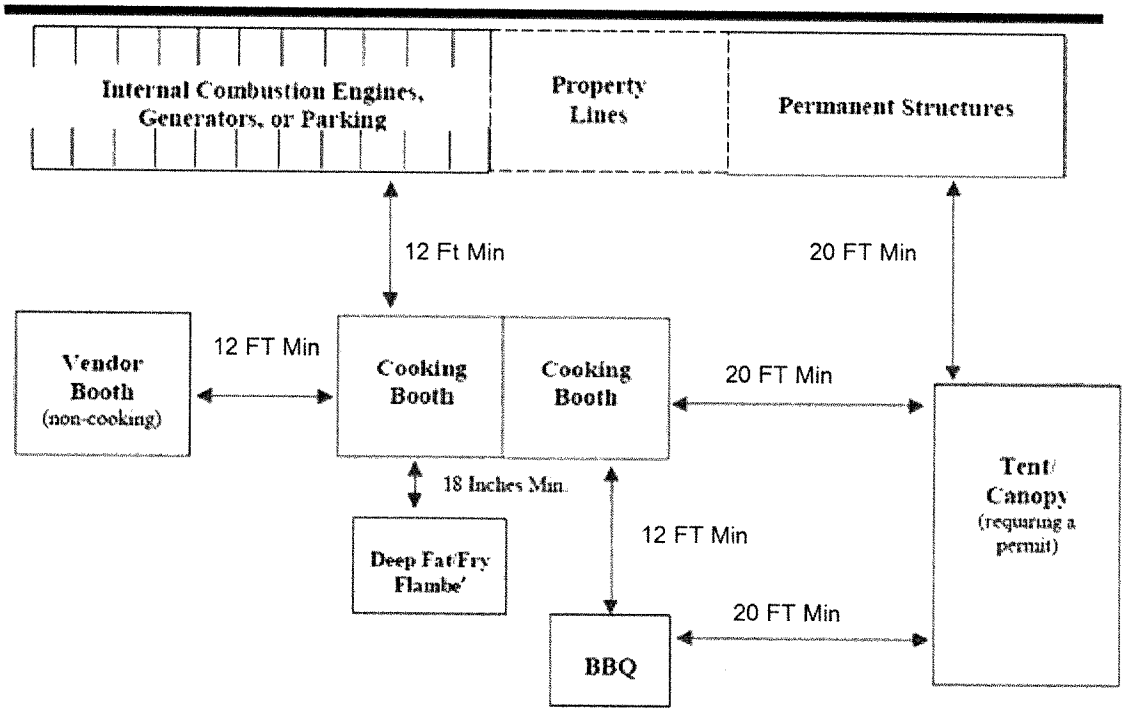
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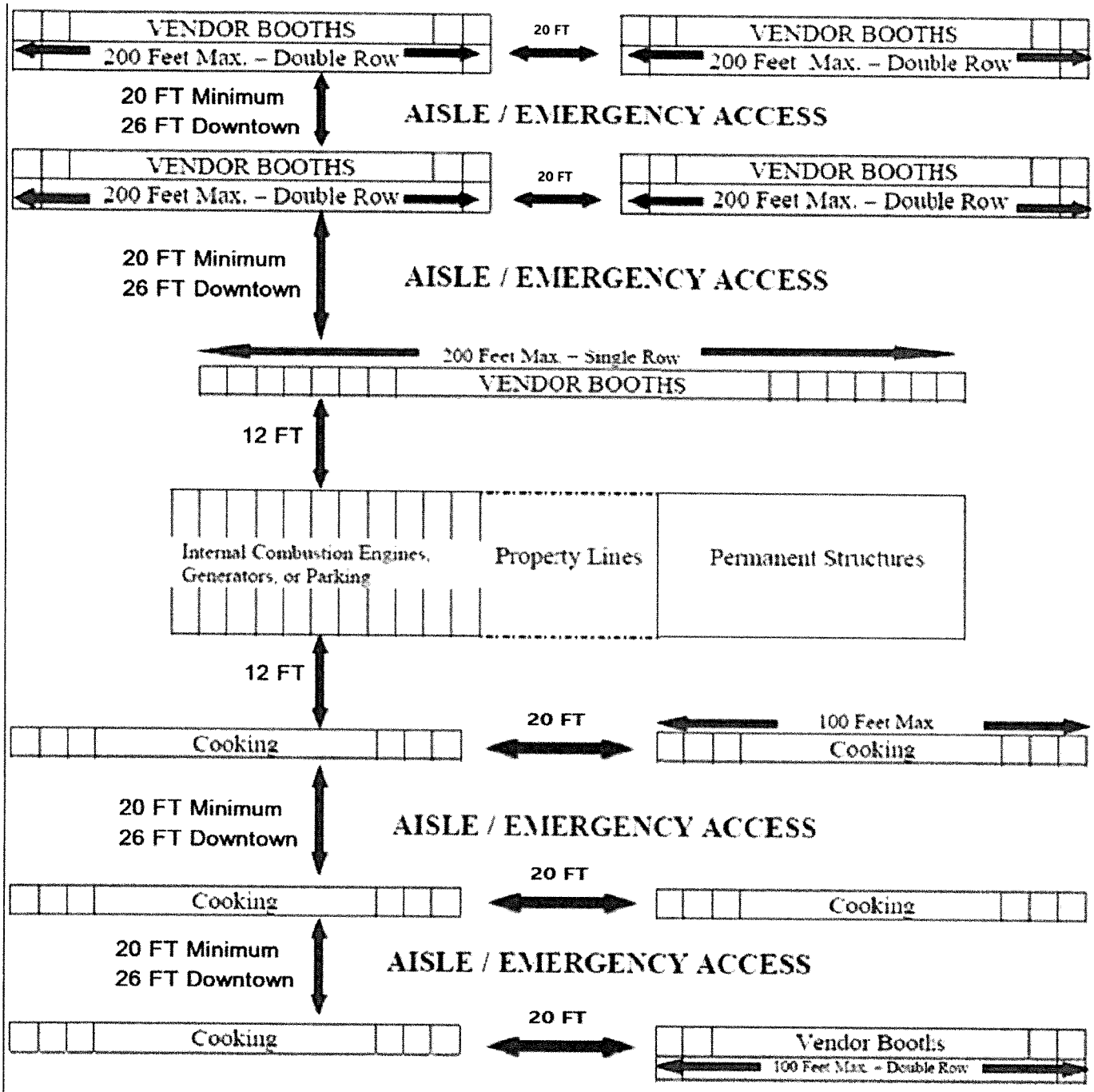
The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any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

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

Signature_____ Date_____


Fire Resistive
Top and Sides
EXIT
3 Feet Min.
6'8" Min
10 FT Min
BBQ
3 Feet Min
Deep Fat
Fryer
18 Inches Min.


Internal Combustion Engines,
Generators, or Parking
Property
Lines
Permanent Structures
12 Ft Min
20 FT Min
Vendor
Booth
(non-cooking)
12 FT Min
Cooking
Booth
Cooking
Booth
20 FT Min
Tent/
Canopy
(requiring a
permit)
18 Inches Min.
Deep Fat/Fry
Flambe'
12 FT Min
20 FT Min
BBQ



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

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

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

CITY OF PORTERVILLE

OUTSIDE AMPLIFIER PERMIT

(City Ordinances #18-9 & 18-14)

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

1 Name and home address of the applicant: Jaime Gomez 25433 ave 78 Terra Bella

2 Address where amplification equipment is to be used: 1501 w Henderson Ave Porterville

3 Names and addresses of all persons who will use or operate the amplification equipment: Jaime Gomez 25433 ave 78 Terra Bella
rodell

4 Type of event for which amplification equipment will be used: community event

5 Dates and hours of operation of amplification equipment: 7-19-26 1pm-8pm

6 A general description of the sound amplifying equipment to be used: 2 speakers and microphone

Section 18-9 It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

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

Section 18-14 It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operate, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and on the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 416 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars ($400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

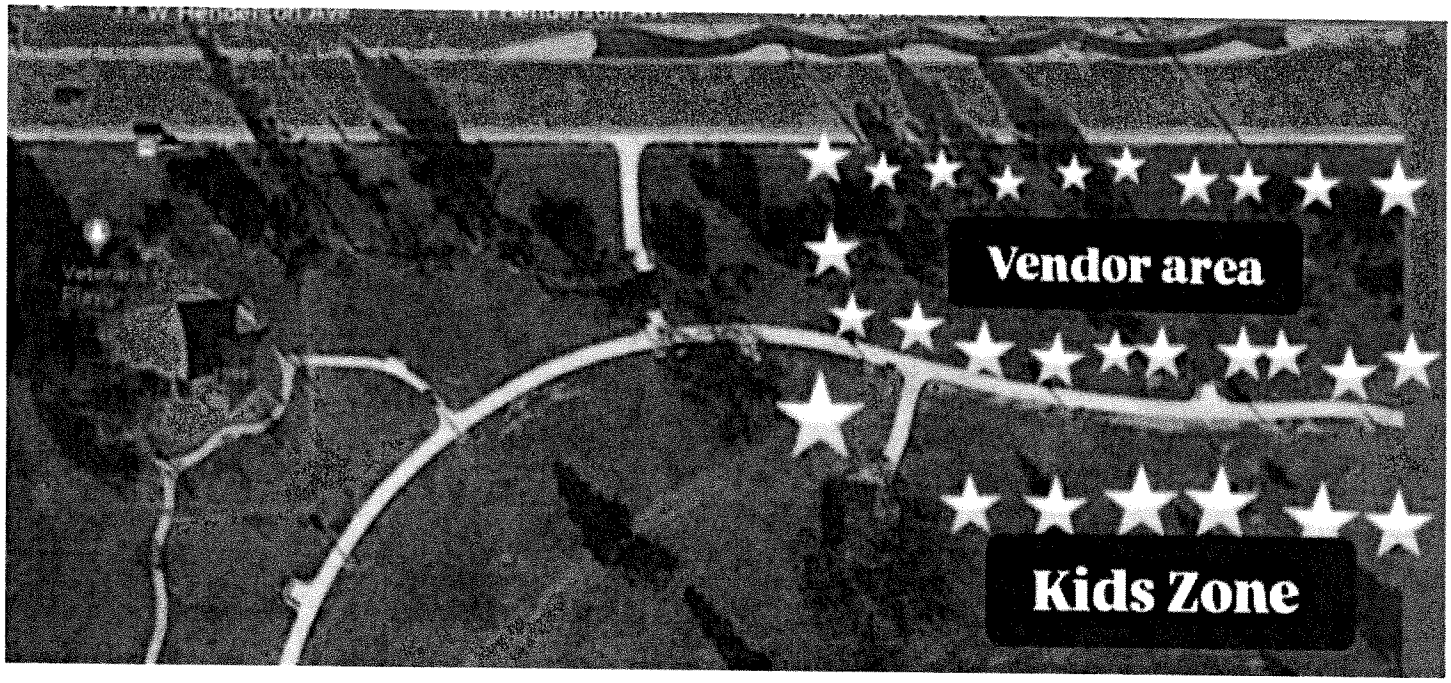
I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Signature of Applicant — *Date* 5-4-26

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

for LIEUTENANT

City of Porterville, Chief of Police/Designee — *Date* 5-20-26


Vendor area
Kids Zone

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/20/2026

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

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

PRODUCER

Nancy Contreras Tobias
InsureOne Insurance Services America, LLC - TX
11767 Katy Fwy Ste 200
Houston, TX 77079

CONTACT NAME: Nancy Contreras Tobias
PHONE (A/C, No, Ext): 2818473595 FAX (A/C, No):
E-MAIL ADDRESS: nancy.contreras.tobias@insureone.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Spinnaker Insurance Company	24376
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

For the Kidz GLOBAL CORPORATION
25433 Avenue 78
Terra Bella, CA 93270

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		CSG-00479359-00	05/20/2026	05/20/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 50,000 $ 5,000 $ Included $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Certificate holder is named as an additional insured.

The policy contains a Blanket Additional Insured endorsement.

The policy contains a Blanket Waiver of Subrogation endorsement.

Coverage is Primary & Non-Contributory.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
DMcF
David McFarland

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES (BLANKET)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization with whom you agree in a written agreement for lease or rental of premises or building, prior to loss, to name as an additional insured in this Businessowners Coverage City of Porterville 291 N. Main St Porterville, CA 93257
Additional Premium:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

3. The person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Schedule.

Structural alterations, new construction or demolition operations performed by or for the person(s) or organization(s) designated in the Schedule.

C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

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

© Insurance Services Office, Inc., 2012

JUMPINF-01 SERVICE4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/12/2026

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

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

PRODUCER	CONTACT NAME: Josh Quintero
American Tri-Star Insurance Services Inc. 16162 BEACH BLVD STE 100 Huntington Beach, CA 92647	PHONE (A/C, No, Ext): (619) 919-0328 FAX (A/C, No): E-MAIL ADDRESS: josh@amtsi.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Kinsale Insurance Company — 38920
INSURED Jumpland Inflatable's 1110 E Fairhaven Ct Porterville, CA 93257	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			01004357000	3/11/2026	3/11/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Owner?s & Contractor						MED EXP (Any one person)	$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

The City Of Porterville
15 E Thurmann Ave Suite A
Porterville, CA 93257

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - SCHEDULED PERSON OR ORGANIZATION

Attached To and Forming Part of Policy 0100283532-1	*Effective Date of Endorsement* 03/03/2026 12:01AM at the Named Insured address shown on the Declarations	*Named Insured* Jumpland Inflatables
Additional Premium: $0	*Return Premium:* $0	

Policy Change Number: 1

This endorsement modifies insurance under the following:

EQUESTRIAN GENERAL LIABILITY WITH EQUINE PROFESSIONAL LIABILITY COVERAGE
FIREARM OPERATIONS GENERAL LIABILITY WITH FIREARM PROFESSIONAL LIABILITY COVERAGE
ATHLETIC FACILITY GENERAL LIABILITY WITH FITNESS TRAINER PROFESSIONAL LIABILITY COVERAGE

SCHEDULE

Name of Person(s) or Organization(s)	Address of Person(s) or Organization(s)
The City Of Porterville	15 E Thurman Ave, Suite A, Porterville, CA 93257

A. **SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured the Person(s) or Organization(s) shown in the above Schedule that you are required to include as an Additional Insured on this Policy by written contract in effect during the "policy period" and executed prior to the "occurrence" causing the "bodily injury" or "property damage", or offense causing the "personal and advertising injury", but only for the vicarious liability imposed on the Additional Insured provided that such liability is caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Such insurance will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. The insurance afforded to the Additional Insured under this endorsement is limited as follows:

1. This insurance does not apply to "bodily injury" or "property damage":
   a. Arising out of the sole negligence of the Additional Insured or any "employee" or agent of the Additional Insured; or
   b. To any "employee" of the "named insured" or to any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.
2. Where there is no duty to defend the "named insured", there is no duty to defend the Additional Insured. Where there is no duty to indemnify the "named insured", there is no duty to indemnify the Additional Insured.
3. Any Person's or Organization's status as an Additional Insured under this endorsement ends when "your work" for that Additional Insured is completed.

City of Porterville Parks & Leisure Services

15 E Thurman Suite A
291 North Main Street
Porterville, CA 93257

559-791-7695
parks_leisure@ci.porterville.ca.us
http://www.ci.porterville.ca.us/

Registration/Payment Receipt

01/05/2026 09:31 AM

Account Information
Jaime Gomez
25433 Ave 78
Porterville, CA 93257
559-789-1943

Payment
User Credit $187.00

Received By
Christina Carrillo at Centennial Plaza

Item	Amount Paid
Veterans Park Pavilion 1 Jul 19, 2026 10:00 AM-10:00 PM - Resident Rental Fee: $60/Block	$60.00
Bounce House Permit Fee	$27.00
Veterans Park Pavilion 2 Jul 19, 2026 10:00 AM-10:00 PM - Resident Rental Fee: $60/Block	$60.00
Veterans Park Picnic Area 4 Jul 19, 2026 10:00 AM-10:00 PM - Resident Rental Fee: $40/Block	$40.00
Subtotal	$187.00
Total Payment	$187.00

Prompt(s)

Are you having a bounce house at your party? If so, a bounce house permit must be purchased. By checking this box the permit fee will automatically be added to your cart. Outlets may NOT be used for bounce houses.. A list of authorized bounce house companies is available for you to print or you may pick up a list at the Parks & Leisure Office during normal business hours. Yes

Please indicate an estimated number of people you are expecting to attend this function. 100+

Select type of event Community Event (Requires City Council Approval)

Facility Notes

Veterans Park Pavilion 1

Parks, Pavilions

No alcoholic beverages are allowed in the parks without a permit issued by Parks and Leisure Services and the Police Department.**Those who want alcohol must apply at least seven (7) days prior to the event at the Parks & Leisure Services Offices (15 E Thurman Ave. Ste A). No Exceptions**. Alcohol beverage permit - $2.00 per person. Permits only issued to those who rent pavilions or special areas. Alcohol tags are to be picked up at the Parks & Leisure office the Friday before your party.

Rental time includes set-up, take-down and clean-up. **Park hours**: 10:00 a.m. – 10:00 p.m.

Restroom hours: November – February 10:00 a.m. – 4:00 p.m.; March – October 10:00 a.m. –


★ 3rd Annual ★
3rd Annual
WATERMELON
FESTIVAL
July 19th
Veterans Park, Porterville
Noon - 9PM
FREE ADMISSION!
• Watermelon Eating Contest
• Watermelon Tossing Contest
• Free Watermelon Tasting
• Free Face Painting
• Free Comedy Show
★ BATTLE OF THE ★
COUNTRY BANDS
$500 PRIZE!
Judge:
NICK SLATER
Council Member:
RAYMOND BELTRAN

SUBJECT: Proclamation Recognizing "United Under One Flag" – June 14 through July 4, 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.

The City of Porterville – City Manager's Office submitted a request for a proclamation recognizing the period between June 14 and July 4, 2026, as "United Under One Flag" within the City of Porterville. Mayor Greg Meister is sponsoring the request.

The proposed proclamation is intended to recognize and promote patriotic activities occurring throughout the community between Flag Day and Independence Day, including the annual Flag Day Ceremony and related community events coordinated by the Porterville Flag Day Committee.

The Porterville Flag Day Committee consists of several local organizations and community partners that support patriotic events and activities throughout the community, including the Elks Lodge, Emblem Club, American Legion, American Legion Auxiliary, Old Glory Club, Grocery Outlet, Save Mart Supermarkets, Porterville Chamber of Commerce, Porterville Exchange Club, and The Porterville Recorder.

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 proclamation 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 the period between June 14 and July 4, 2026, as "United Under One Flag" in the City of Porterville.

ATTACHMENTS: 1. Proclamation Request - United Under One Flag - 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
APR 14 2026
CITY OF PORTERVILLE
CITY CLERK'S OFFICE

Date of Request: April 14, 2026

Name of Event/Individual: Flag Day - "250 Years of American History"
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: City of Porterville - City Manager's Office

Name of Contact Person: Yuriko Velarde/Yolanda Bocanegra

Address: 291 N. Main St., Porterville, Ca.

Phone: 559-306-1211 Email: yvelarde@ci.porterville.ca.us

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

Date Needed: June 14, 2026 Date of Event: June 14, 2026

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

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

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

City Clerk's Section

Request Received by: Fernando Routed by: Fernando Date: 5/21/26

Granted by Council Member: Mayor Meister Date: 5/21/26

Signatures: Meister, Mecoming, Beltran, Rivas, Green

Date Requestor Notified of Completion: _____ in writing ☐ by phone ☐

Comments: _____

WHEREAS: There is a three-week period between Flag Day, June 14, 2026, and Independence Day July 4, 2026; and

WHEREAS: The local patriotic activities during this period have grown to involve the support of several community-based institutions, service clubs and community organizations; and

WHEREAS: These organizations consist of the Elks Lodge, Emblem Club, American Legion, American Legion Auxiliary, Old Glory Club, Grocery Outlet, 50 W. Olive LLC, M.D. Atkinson, Save Mart Supermarkets, Porterville Chamber of Commerce, the Porterville Exchange Club, and The Porterville Recorder; and

WHEREAS: These organizations form the Porterville Flag Day Committee; and

WHEREAS: It is the wish of the Porterville Flag Day Committee for the entire community to join with them in the events occurring during this period; and

WHEREAS: The Porterville Flag Day Committee encourages all citizens to display "OLD GLORY" each day from Flag Day to Independence Day, and to participate in the 45th Annual Flag Day Ceremony at 50 W. Olive Avenue, at 10:00 a.m. on June 14, 2026

NOW, THEREFORE I, Greg Meister, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim the period between June 14 and July 4, 2026 as,

"UNITED UNDER ONE FLAG"

and encourage all citizens to participate in many patriotic activities.

PROCLAIMED this 14th day of June 2026.

SUBJECT: Adoption of a Mitigated Negative Declaration and Approval of the Tule River Tribe Complete Streets and Two Pedestrian Bridges Project

SOURCE: Engineering and Project Management

COMMENT: The proposed Tule River Tribe Complete Streets and Two Pedestrian Bridges Project is located entirely on the Tule River Indian Reservation. The Project includes the construction of two pedestrian bridge crossings intended to improve pedestrian connectivity and safety throughout the Village area of the Reservation. Generally, the Project would provide safer routes for Tule River Tribe pedestrians to cross the South Fork of the Tule River to access educational, governmental, recreational, and community facilities.

Project components include:

1. Replacement of the existing pedestrian swinging bridge.
2. A new pedestrian bridge to connect Cow Mountain Road and the corridor to the Justice Center.
3. Class 1 trail.
4. Approximately 3,765 SF of concrete sidewalk.
5. Seven (7) accessible curb ramps.
6. Two (2) streetlights for the N. Reservation Road corridor.
7. Eight (8) new solar-powered Rectangular Rapid Flashing Beacons (RRFBs) (4 locations; 2 RRFBs assumed per location).
8. Two (2) raised pedestrian crossings.
9. Reconfiguration of back-in-angled parking stalls.
10. Landscaping and irrigation for the length of the project.
11. Signing and pavement delineation improvements for the corridor, including pedestrian bridge crossings.

The Initial Study/Mitigated Negative Declaration (IS/MND) was circulated for a 30-day public review period beginning April 28, 2026, and ending May 27, 2026. During the public review period, comments were received from the California Department of Fish and Wildlife regarding biological resource mitigation measures and project implementation requirements.

Following the close of the public hearing and Council consideration, applicable comments received during the public review period, including comments from the California Department of Fish and Wildlife, will be incorporated into the final Mitigation Monitoring and Reporting Program and project implementation documents, as appropriate.

Based on the environmental analysis contained within the IS/MND and implementation of the mitigation measures identified therein, staff has determined that the project will not result in a significant effect on the environment.

BACKGROUND: The Tule River Tribe has identified pedestrian safety improvements within the Village area of the Tule River Indian Reservation as a longstanding priority. Existing pedestrian circulation routes require residents, students, employees, and visitors to cross the South Fork of the Tule River and Reservation Road with limited pedestrian infrastructure and accessibility improvements.

The proposed project is intended to improve pedestrian connectivity, accessibility, and safety through the construction of replacement and new pedestrian bridges, sidewalks, accessible curb ramps, pedestrian crossing improvements, lighting, signage, and related infrastructure enhancements.

The project is funded through transportation-related grant funding intended to improve pedestrian and bicycle safety infrastructure. Pursuant to the California Environmental Quality Act (CEQA), the City of Porterville is serving as the Lead Agency for environmental review associated with the project.

ANALYSIS: The Initial Study evaluated potential impacts related to aesthetics, air quality, biological resources, cultural resources, tribal cultural resources, hydrology, transportation, noise, hazardous materials, and other environmental categories required under CEQA.

The analysis concluded that all potentially significant environmental impacts can be mitigated to a less-than-significant level through implementation of the mitigation measures identified in the Mitigation Monitoring and Reporting Program (MMRP).

The cumulative impact is limited to the Tule River Tribe Reservation area, specifically along the project corridor for the enhanced and new pedestrian and cyclist facilities. The proposed Project is intended to improve pedestrian and cyclist safety and accessibility and would not result in significant cumulative environmental impacts.

ENVIRONMENTAL REVIEW:

Pursuant to CEQA, the City prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed Tule River Tribe Complete Streets and Two Pedestrian Bridges Project. On April 16, 2026, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the proposed project in light of the studies prepared and with implementation of defined mitigation measures related to Biological Resources, Cultural Resources, Tribal Cultural Resources, Geology and Soils, and Mandatory Findings of Significance.

The Initial Study and proposed Mitigation Measures were transmitted to interested agencies, groups, and individuals for a 30-day public review period from April 28, 2026, through May 27, 2026.

At the time of preparation of this staff report, comments had been received from the California Department of Fish and Wildlife regarding additional biological monitoring and mitigation recommendations. Staff will incorporate applicable recommendations into the finalized Mitigation Monitoring and Reporting Program and project implementation documents, as appropriate.

The Draft Initial Study/Mitigated Negative Declaration was also circulated through the State Clearinghouse under State Clearinghouse No. 2026041305.

RECOMMENDATION:

That the City Council:
1. Hold the noticed Public Hearing to receive public testimony regarding the proposed project; and
2. Adopt the draft resolution adopting the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and approving the Tule River Tribe Complete Streets and Two Pedestrian Bridges Project.

ATTACHMENTS:

1. Draft Resolution
2. Draft Initial Study/Mitigated Negative Declaration (IS/MND)
3. Locator Map
4. Draft Mitigation Monitoring and Reporting Program
5. Response - California Department of Fish and Wildlife

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

RESOLUTION NO. ____-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADOPTING A MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR, AND APPROVING, THE TULE RIVER TRIBE COMPLETE STREETS AND TWO PEDESTRIAN BRIDGES PROJECT

WHEREAS: the City Council of the City of Porterville at its regularly scheduled meeting of June 2, 2026, conducted a public meeting to consider approval of a Mitigated Negative Declaration (MND) for the Tule River Tribe Complete Streets and Two Pedestrian Bridges Project ("Project"); and

WHEREAS: The cumulative impact is limited to the Tule River Tribe Reservation area, specifically, along the Project's limitations for the enhanced and new pedestrian and cyclist facilities. The Project includes the construction of two pedestrian bridge crossings, new sidewalk improvements, accessible curb ramps, streetlights, solar-powered Rectangular Rapid Flashing Beacons, pedestrian crossings, landscaping and irrigation, and signage; and

WHEREAS: the Project would provide safer routes for Tule River Tribe pedestrians to cross the South Fork of the Tule River to access an education center and gymnasium and provide safe river crossings via pedestrian bridges.

WHEREAS: the aforementioned activities, individually and collectively, constitute a "project" pursuant to the California Environmental Quality Act, Public Resources Code Section 21000, et seq. ("CEQA") and the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3, Section 15000, et seq.; and

WHEREAS: the City prepared an Initial Study pursuant to the provisions of CEQA and the CEQA Guidelines; and

WHEREAS: the Initial Study indicated the potential for significant effects in the environmental factors of resource areas of Biological Resources, Geology/Soils, Cultural Resources, Tribal Cultural Resources, and Mandatory Findings of Significance; and

WHEREAS: the Initial Study concluded that with implementation of mitigation measures, all potentially significant effects resulting from the Project can be mitigated to a less-than-significant level, and that adoption of a Mitigated Negative Declaration would be appropriate; and

WHEREAS: there is no substantial evidence, in light of the whole record before the agency, that the proposed Project, with the adoption of the Mitigation, Monitoring and Reporting Program would have a significant effect on the environment; and

WHEREAS: on April 16, 2026, the Environmental Coordinator, made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the proposed Project; and

WHEREAS: pursuant to Public Resources Code Section 21080.3.1, on or about March 9, 2026, the City provided notice of the Project to Kern Valley Indian Community, Kitanemuk & Yowlumne Tejon Indians, Table Mountain Rancheria, traditional Choinumni Tribe, Tubatulabals of Kern Valley, Wuksachi Indian Tribe/Eshom Valley Band and the Tule River Indian Tribe, and only received one response from the Tule River Indian Tribe requesting to remain involved in the project; and

WHEREAS: on April 24, 2026, a notice of intent to adopt a Mitigated Negative Declaration was published in *The Porterville Recorder* and was filed with the Tulare County Clerk and the State Clearinghouse and posted at the City Hall and on the City's website, said notice identifying a public review and comment period of 30 days starting on April 28, 2026, and ending on May 27, 2026. Comments were received from the State of California Department of Fish and Wildlife which shall be incorporated into the final Mitigation Monitoring and Reporting Program for this project; and

WHEREAS: the Draft Initial Study/Mitigated Negative Declaration (IS/MND) was uploaded to the State Clearinghouse, assigned a State Clearinghouse Number: 2026041305, and circulated for a period of 30 days starting on April 28, 2026, and ending on May 27, 2026; and

WHEREAS: the City Council has received and considered the information contained therein; and

WHEREAS: The proposed Project is not subject to General Plan goals, policies, and actions and would not be subject to zone classifications as it is intended to enhance pedestrian and cyclists' safety. The Project would not have a substantial adverse effect on a scenic vista; it would not substantially damage scenic resources, (including, but not limited to, trees, rock outcroppings, and historic buildings within state scenic highway); and it would not degrade the existing visual character or quality of the Site and its surroundings. The Project would not conflict with applicable zoning and other regulations governing scenic quality and it would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area. Therefore, based on the analysis and information provided herein, the proposed Project would not result in a cumulatively considerable impact on aesthetic resources and cumulative impacts would be less than significant; and

WHEREAS: The City Council considered the following findings in its review of the environmental circumstances for this project:

1. That a Mitigated Negative Declaration was prepared in accordance with the California Environmental Quality Act.

2. That the City Council is the decision-making body for the Tule River Tribe Complete Streets and Two Pedestrian Bridges project.

3. On April 16, 2026, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the Project in light of the studies prepared and with implementation of defined mitigation measures

related to Biological Resources, Geology/Soils, Cultural Resources, Tribal Cultural Resources and Mandatory Findings of Significance. The Initial Study and proposed Mitigation Measures have been transmitted to interested agencies, groups, and individuals for a 30-day review period from April 28, 2026, through May 27, 2026. At the time of writing the staff report, the only comments received were from the State of California Department of Fish and Wildlife which shall be incorporated into the final Mitigation Monitoring and Reporting Program.

4. That review of the environmental circumstances regarding this project indicates that no adverse impacts would occur to biological resources or geology soils when the mitigation measures are implemented. Mitigation measures to reduce impacts to less than significant were defined and have been incorporated in the Mitigation Monitoring Program which is attached as an exhibit to this resolution (Exhibit A). In addition to these mitigation measures, any further mitigation measures recommended by a responsible or trustee agency shall be upheld at the expense of the applicant with the oversight of the City and said responsible or trustee agency.

5. That the environmental assessment and analysis prepared for this project supporting the Mitigated Negative Declaration reflects the independent judgement of the City of Porterville.

6. The developer/applicant shall comply with all mitigation measures adopted as a component of the approval of the Mitigated Negative Declaration for this project. The developer/applicant will be required to sign a document committing to comply with the adopted mitigation measures prior to any construction on the site.

NOW, **THEREFORE**, **BE IT RESOLVED** that the City Council of the City of Porterville does hereby approve the Mitigated Negative Declaration prepared for the Tule River Complete Streets and Two Pedestrian Bridges Project, and that the mitigation measures defined in Exhibit A shall be implemented by the developer/applicant or his/her partners and successors with project implementation.

BE IT FURTHER RESOLVED that the City Council of the City of Porterville hereby determines to carry out the Tule River Complete Streets and Pedestrian Bridges Project and directs the City Manager or his designee to execute the necessary documents and actions to effect its construction and operation.

/ / /

/ / /

/ / /

/ / /

PASSED, **APPROVED AND ADOPTED** this 2nd day of June, 2026.

_____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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

Initial Study and Mitigated Negative Declaration for Tule River Tribe Complete Streets and Two Pedestrian Bridges

April 2026

Prepared By:

4CREEKS

4Creeks, Inc.
324 S Santa Fe Street,
Suite A
Visalia, CA, 93292

Prepared For:

City of Porterville
291 N Main Street
Porterville, CA
93257

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City of Porterville
291 N Main Street
Porterville, CA 93257

SECTION 1: CEQA Review Process
Project Title: Tule River Tribe Complete Streets and Two Pedestrian Bridges

1.1. California Environmental Quality Act Guidelines

Section 15063 of the California Environmental Quality Act (CEQA) Guidelines requires that the Lead Agency prepare an Initial Study to determine whether a discretionary project will have a significant effect on the environment. All phases of the project planning, implementation, and operation must be considered in the Initial Study. The purposes of an Initial Study, as listed under Section 15063(c) of the CEQA Guidelines, include:

(1) Provide the lead agency with information to use as the basis for deciding whether to prepare an EIR or negative declaration;
(2) Enable an applicant or lead agency to modify a project, mitigating adverse impacts before an EIR is prepared, thereby enabling the project to qualify for a negative declaration;
(3) Assist the preparation of an EIR, if one is required, by:
- *(a) Focusing the EIR on the effects determined to be significant,*
- *(b) Identifying the effects determined not to be significant,*
- *(c) Explaining the reasons for determining that potentially significant effects would not be significant, and*
- *(d) Identifying whether a program EIR, tiering, or another appropriate process can be used for analysis of the project's environmental effects.*

(4) Facilitate environmental assessment early in the design of a project;
(5) Provide documentation of the factual basis for the finding in a negative declaration that a project will not have a significant effect on the environment
(6) Eliminate unnecessary EIRs;
(7) Determine whether a previously prepared EIR could be used with the project.

1.2. Initial Study

This document is the Initial Study/Mitigated Negative Declaration for the proposed Project. In summary, the Project would result in the replacement of an existing pedestrian swing bridge, a new pedestrian swing bridge, sidewalk, trail, streetlights, and other features. See the Project Description at Section 2 of this MND for a full description of the Project's improvements. The City of Porterville ("City") will act as the Lead Agency for this Project under CEQA and the State CEQA Guidelines.

1.3. Environmental Checklist

The Lead Agency may use the CEQA Environmental Checklist Form (CEQA Guidelines, Section 15063(d)(3) and (f)) in preparation of an Initial Study to provide information for determination if there are significant effects of the project on the environment. A copy of the completed Environmental Checklist is set forth in **Section 3**.

1.4. Notice of Intent to Adopt a Negative Declaration

The Lead Agency shall provide a Notice of Intent to Adopt a Negative Declaration (CEQA Guidelines, Section 15072) to the public, responsible agencies, trustee agencies and the county clerk within which the project is located, sufficiently prior to adoption by the Lead Agency of the Negative Declaration to allow the public and agencies the review period. The public review period (CEQA Guidelines, Section 15105) shall not be less than 20 days, unless the Initial Study/Negative Declaration is submitted to the State Clearinghouse, in which case the review period shall not be less than 30 days unless a shorter period is approved by the State Clearinghouse (CEQA Guidelines, Section 15073(a)).

Prior to approving a project, the decision-making body of the Lead Agency shall consider the proposed Negative Declaration or Mitigated Negative Declaration together with any comments received during the public review process, and shall adopt the proposed Negative Declaration or Mitigated Negative Declaration only if it finds on the basis of the whole record before it (including the Initial Study and any comments received), that there is no substantial evidence that the project will have a significant effect on the environment and that the Negative Declaration reflects the Lead Agency's independent judgment and analysis (CEQA Guidelines, Section 15074(b)).

The written and oral comments received during the public review period will be considered by the City of Porterville prior to adopting the Negative Declaration. Regardless of the type of CEQA document that must be prepared, the overall purpose of the CEQA process is to:

1) Assure that the environment and public health and safety are protected in the face of discretionary projects initiated by public agencies or private concerns;
2) Provide for full disclosure of the project's environmental effects to the public, the agency decision-makers who will approve or deny the project, and the responsible trustee

agencies charged with managing resources (e.g. wildlife, air quality) that may be affected by the project; and

3) Provide a forum for public participation in the decision-making process pertaining to potential environmental effects.

According to CEQA Guidelines Section 15070, a public agency shall prepare or have prepared a proposed negative declaration for a project subject to CEQA when:

> *The initial study shows that there is no substantial evidence, in light of the whole record before the agency, that the project may have a significant effect on the environment, or the initial study identifies potentially significant effects, but*:
>
> *1) Revisions in the project plans or proposals made by, or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and*
>
> *2) There is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment.*

The Environmental Checklist Discussion contained in Section Three of this document has determined that the environmental impacts of the Project are less than significant with mitigation measures and that a Mitigated Negative Declaration is adequate for adoption by the Lead Agency.

1.5. Negative Declaration or Mitigated Negative Declaration

The Lead Agency shall prepare or have prepared a proposed Negative Declaration or Mitigated Negative Declaration (CEQA Guidelines Section 15070) for a project subject to CEQA when the Initial Study shows that there is no substantial evidence, in light of the whole record before the agency, that the Project may have a significant effect on the environment. The proposed Negative Declaration or Mitigated Negative Declaration circulated for public review shall include the following:

(a) A brief description of the project, including a commonly used name for the project.
(b) The location of the project, preferably shown on a map.
(c) A proposed finding that the project will not have a significant effect on the environment.
(d) An attached copy of the Initial Study documenting reasons to support the finding.
(e) Mitigation measures, if any.

1.6. Intended Uses of Initial Study/Negative Declaration Documents

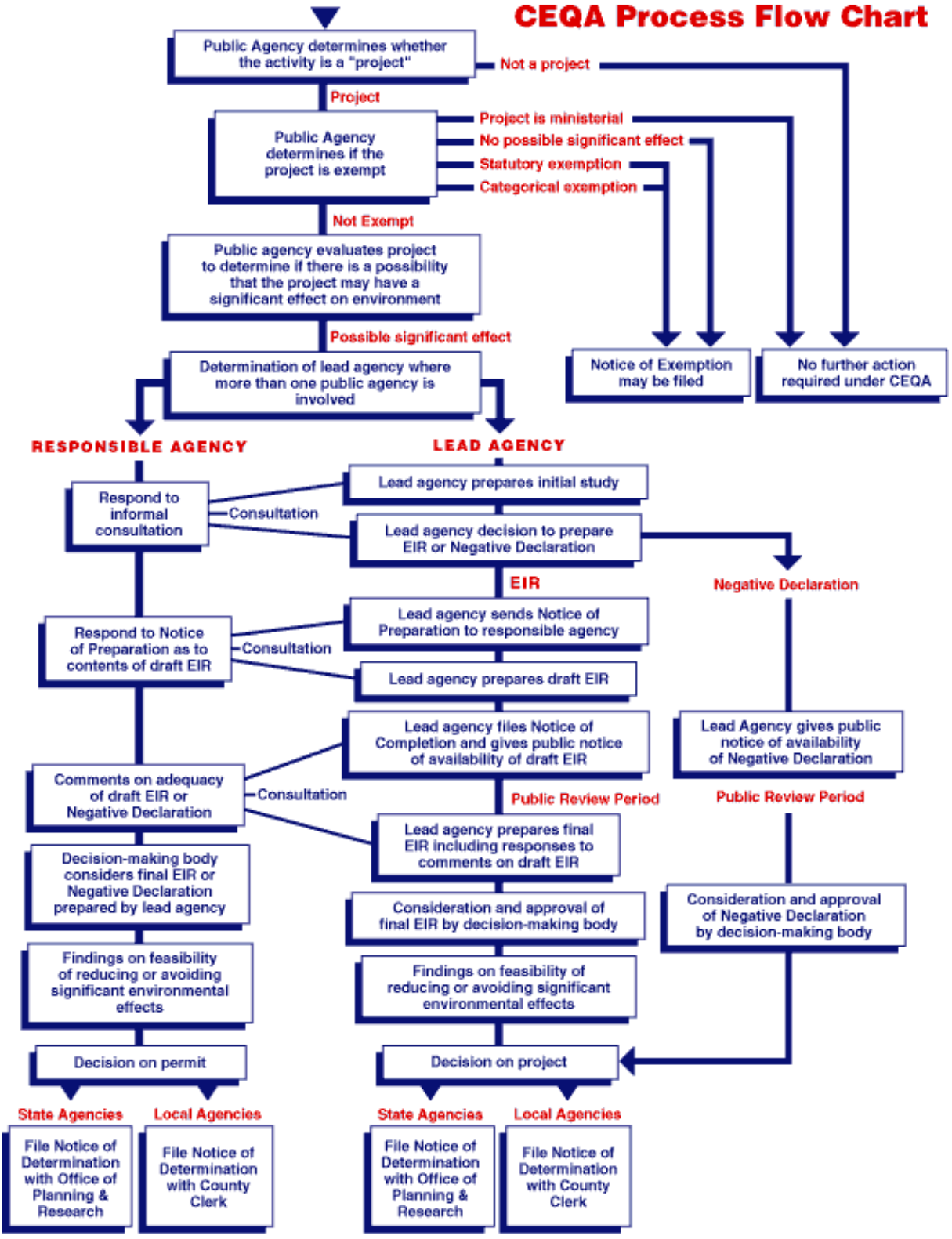
The Initial Study/Negative Declaration document is an informational document that is intended to inform decision-makers, other responsible or interested agencies, and the general public of potential environmental effects of the proposed Project. The environmental review process has been established to enable the public agencies to evaluate environmental consequences and to examine and implement methods of eliminating or reducing any adverse impacts. While CEQA requires that consideration be given to avoiding environmental damage, the Lead Agency must balance any potential environmental effects against other public objectives, including economic and social goals. The City of Porterville, as the Lead Agency, will make a determination, based on the environmental review for the Environmental Study, Initial Study and comments from the general public, if there are less than significant impacts from the proposed project and the requirements of CEQA can be met by adoption of a Mitigated Negative Declaration.

1.7. Notice of Determination (NOD)

The Lead Agency shall file a Notice of Determination within five working days after deciding to approve the Project. The Notice of Determination (CEQA Guidelines, Section 15075) shall include the following:

(1) An identification of the project including the project title as identified on the proposed negative declaration, its location, and the State Clearinghouse identification number for the proposed negative declaration if the notice of determination is filed with the State Clearinghouse.
(2) A brief description of the project.
(3) The agency's name and the date on which the agency approved the project.
(4) The determination of the agency that the project will not have a significant effect on the environment.
(5) A statement that a negative declaration or a mitigated negative declaration was adopted pursuant to the provisions of CEQA.
(6) A statement indicating whether mitigation measures were made a condition of the approval of the project, and whether a mitigation monitoring plan/program was adopted.
(7) The address where a copy of the negative declaration or mitigated negative declaration may be examined.
(8) The identity of the person undertaking a project which is supported, in whole or in part, through contracts, grants, subsidies, loans, or other forms of assistance from one or more public agencies or the identity of the person receiving a lease, permit, license, certificate, or other entitlement for use from one or more public agencies.

1.8. CEQA Process Flow Chart



City of Porterville
291 N Main Street
Porterville, CA 93257

SECTION 2: Project Description
Project Title:
Tule River Tribe Complete Streets and Two Pedestrian Bridges Project

2.1. Project Description and Purpose

The proposed Project (Project or project) predominantly consists of two new pedestrian bridge crossings. Generally, the Project would provide safer routes for Tule River Tribe pedestrians to cross the South Fork of the Tule River (Tule River) to access an education center and gymnasium and provide safe river crossings via pedestrian bridges. See section 3.2.7 Project Description for additional project components.

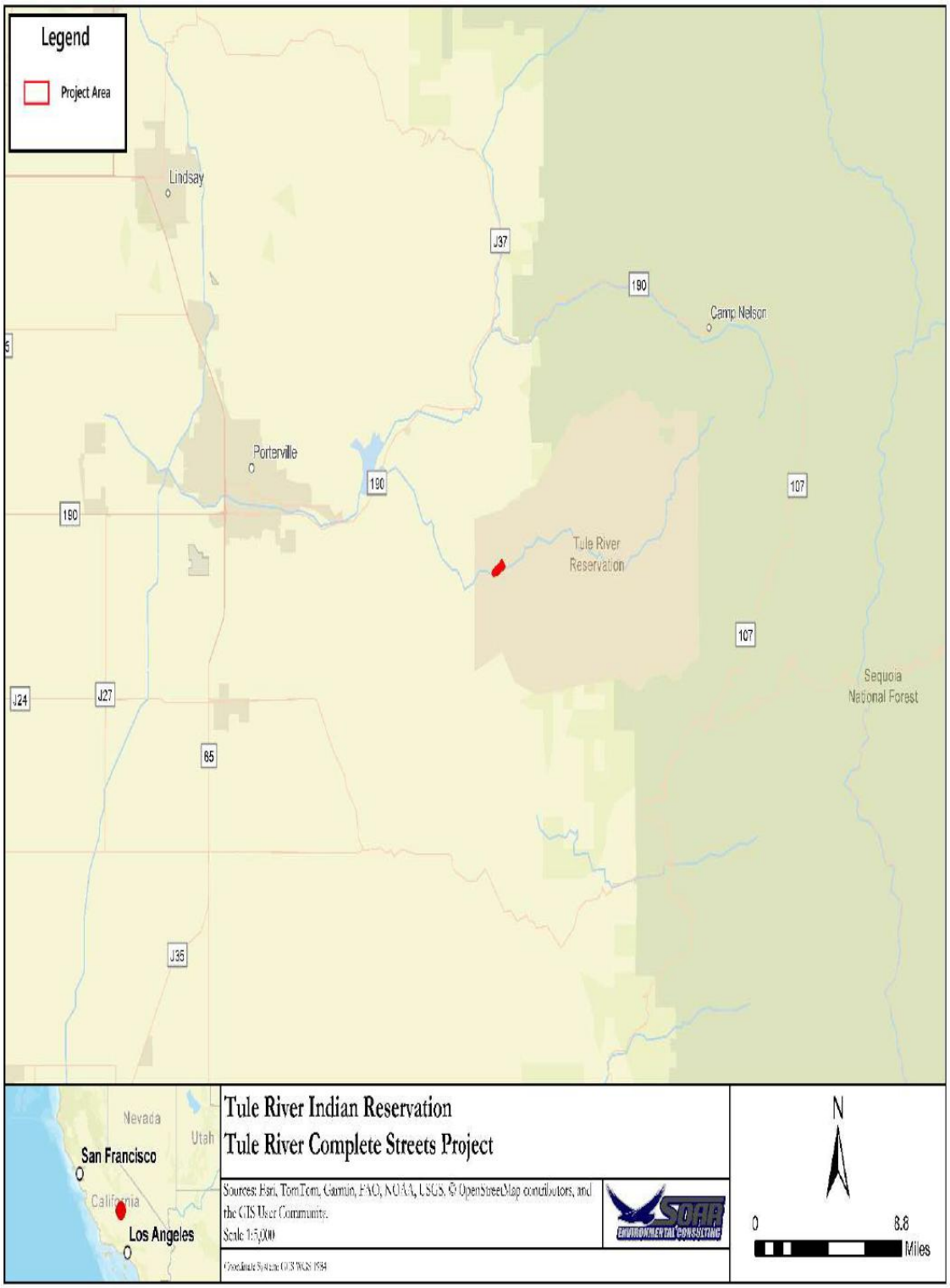
2.2. Project Location

The Project is exclusively located along the South Fork of the Tule River exclusively within the Tule River Reservation, which is located approximately 20 miles southeast of Porterville, CA.

2.3. Other Permits and Approvals

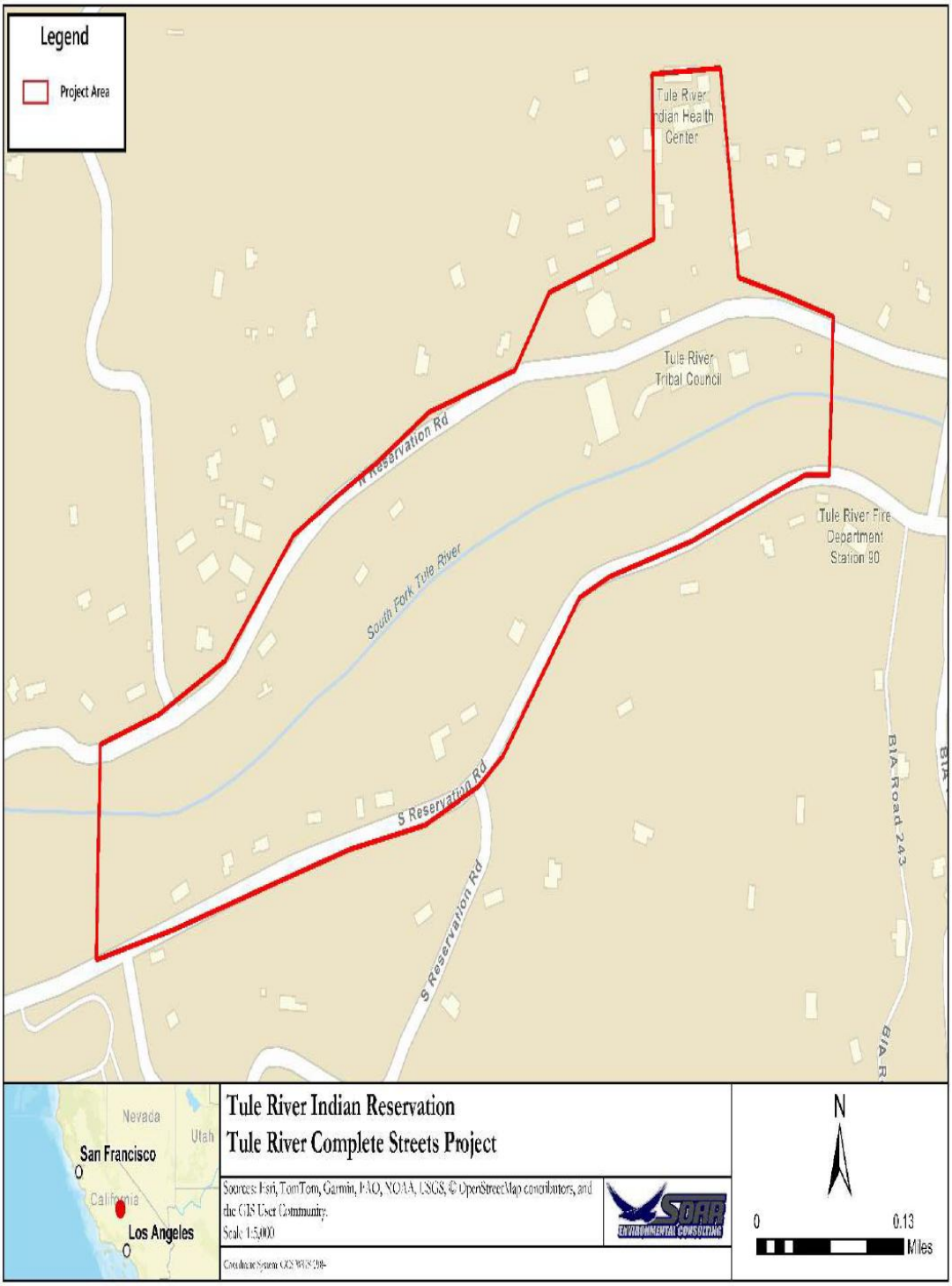
- San Joaquin Valley Air Pollution Control District (SJVAPCD or Air District)
    - To be specified/determined by the Air District
- Central Valley Regional Water Quality Control Board
    - Approval of the Stormwater Pollution Prevention Plan
- California Department of Fish and Wildlife
    - Streambed Alteration Agreement
- Caltrans District 6

Figure 2-1 Regional Location Map



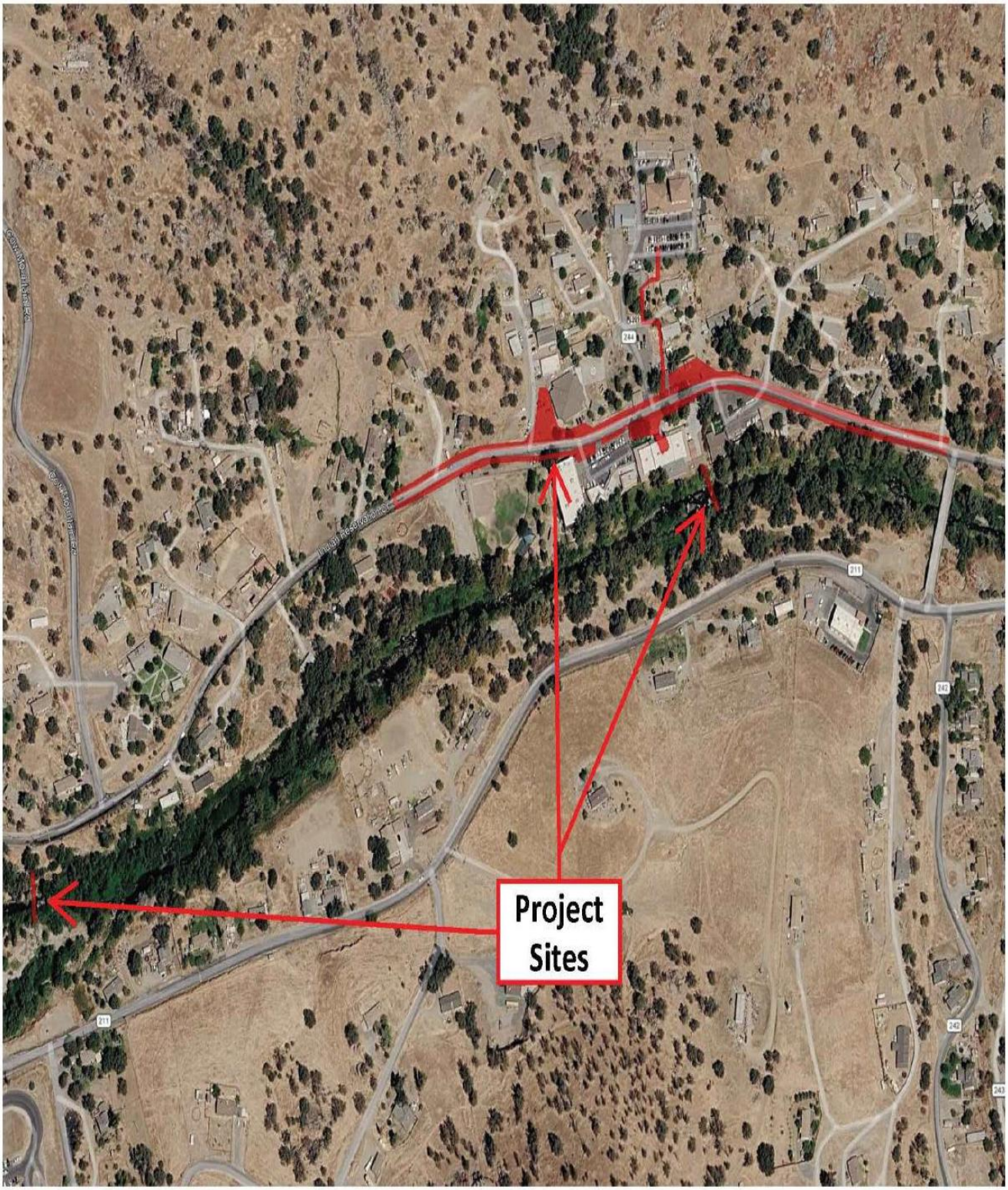
Source: Map provided in CRA by Soar Environmental Consulting, see Appendix C

Figure 2-2 Project Area



Source: Map provided in CRA by Soar Environmental Consulting, see Appendix C

Figure 2-3. Aerial View of Conceptual Project Components Site Plan



Source: Map provided in CRA by Soar Environmental Consulting, see Appendix C

City of Porterville
291 N Main Street
Porterville, CA 93257

SECTION 3: Evaluation of Environmental Impacts
Project Title:
Tule River Tribe Complete Streets and Two Pedestrian Bridges Project

This document is the Initial Study/Mitigated Negative Declaration for the proposed Project that includes two new pedestrian bridge crossings over the South Fork of the Tule River within the Tule River Reservation. The Tule River Reservation is located approximately 20 miles southeast of Porterville, CA. Section 3.2.7 provides a more detailed description of the Project's components. The City of Porterville is the Lead Agency for this Project under CEQA and the State CEQA Guidelines.

3.1 Purpose

This environmental document aims to implement CEQA. State CEQA Guidelines Section 15002(a) describes the basic purposes of CEQA:

(1) Inform governmental decision-makers and the public about the potential, significant environmental effects of proposed activities.
(2) Identify the ways that environmental damage can be avoided or significantly reduced.
(3) Prevent significant, avoidable damage to the environment by requiring changes in Projects through the use of alternatives or mitigation measures when the governmental agency finds the changes to be feasible.
(4) Disclose to the public the reasons why a governmental agency approved the Project in the manner the agency chose if significant environmental effects are involved.

This Initial Study of environmental impacts has been prepared to conform to the requirements of CEQA (Public Resources Code Section 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.). According to State CEQA Guidelines Section 15070, a public agency shall prepare or have prepared a proposed negative declaration or mitigated negative declaration for a project subject to CEQA when:

(1) The initial study shows that there is no substantial evidence, in light of the whole record before the agency, that the Project may have a significant effect on the environment, or
(2) The initial study identifies potentially significant effects, but:
a.) Revisions in the Project plans or proposals made by, or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review

would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and;
b.) There is no substantial evidence, in light of the whole record before the agency, that the Project as revised may have a significant effect on the environment.

3.2 Initial Study/Mitigated Negative Declaration

1. **Project Title:** Tule River Tribe Complete Streets and Two Pedestrian Bridges Project

Lead Agency: City of Porterville
291 N Main Street
Porterville, CA 93257
Contact Person:
Sarah Weaver, Project Manager
Engineering & Project Management
Phone Number: (559) 782-7462

2. **Applicant:** City of Porterville
Same as above

3. **Contact Person:** Sarah Weaver, Project Manager
Same as above

4. **Project Location:** On the Tule River Indian Tribe of California Reservation, generally along No. Reservation Road between Cow Mountain Road and Million Dollar Bridge. The Project is generally located in the Village Area, which is the community and civic center of the Tule River Reservation and comprises of uses such as the Tribal Education Center, Gymnasium, Community Health Clinic, Tribal Council, Justice Center, Cow Mountain Daycare Center, Towanits Elementary School. Residents access the area from the surrounding residences by walking, cycling, or vehicles. See item 7. Project Description for additional details.

5. **General Plan Designation:** N/A

6. **Zoning Designation:** N/A

7. **Project Description:** As noted earlier, the Project is generally a pedestrian bridge and project. Following is a list of the Project's components:

    1. Replacement of the existing pedestrian swinging bridge.
    2. A new pedestrian bridge to connect Cow Mountain Road and the corridor to the Justice Center.
    3. Class 1 trail.
    4. Approximately 3,765 SF of concrete sidewalk.

5. Seven (7) accessible curb ramps.
6. Two (2) streetlights for the N. Reservation Road corridor.
7. Eight (8) new solar-powered Rectangular Rapid Flashing Beacons (RRFBs) (4 locations; 2 RRFBs assumed per location).
8. Two (2) raised pedestrian crossings.
9. Reconfiguration of back-in-angled parking stalls.
10. Landscaping and irrigation for the length of the project.
11. Signing and pavement delineation for the corridor, including pedestrian bridges.

8. Surrounding Land Uses and Settings:

South:

- Existing Land Use: Justice Center, Elders Center, Fire Department, Public Works Department, scattered residences
- Zoning: N/A
- General Plan Designation: N/A

North:

- Existing Land Use: Tribal Administration, Housing Authority, Health Center, Gymnasium, School, Day Care Facility, scattered Residences
- Zoning: N/A
- General Plan Designation: N/A

East and West:

- N/A as the Project generally follows a linear course along No. Reservation Road and an existing pedestrian bridge (to be replaced as part of the Project).

9. Required Approvals: The following discretionary approvals are required for the proposed Project. It should be noted that this list is not exhaustive and additional permits and approvals may also be required:

- San Joaquin Valley Air Pollution Control District (SJVAPCD)
    - Approval of the Dust Control Plan
    - Compliance with Regulation VIII, Rules 3135, 4101, 9510, and others as determined by the SJVAPCD
- Central Valley Regional Water Quality Control Board
    - Approval of the Stormwater Pollution Prevention Plan
- California Department of Fish and Wildlife
    - Streambed Alteration Agreement

10. Native American Consultation: AB 52 requires the lead agency to notify tribes that have previously indicated they are traditionally and culturally affiliated with that geographic area regarding their expertise concerning tribal cultural resources. As part of the process of identifying tribal cultural resources in or near the Project Site, the City sent a letter on March 9, 2026, inviting the seven (7) local Tribes (10 representatives) to consult with the City regarding this Project. The 30-day response window has closed and one (1) response or

request for consultation has been received to date (April 18, 2026). As required by AB 52, the Tribal Consultation process will be completed prior to consideration of adoption of the mitigated negative declaration document.

Abbreviations/Acronyms

AAQS	Ambient Air Quality Standards
AB	Assembly Bill
AFY	Acre Feet per Year
AIA	Air Impact Assessment
ACLUP	Airport Compatibility Land Use Plan
APCD	Air Pollution Control District
AQMD	Air Quality Management District
ARB	Air Resources Board
ATP	Active Transportation Plan
AWIA	America's Water Infrastructure Act of 2018
BMP	Best Management Practices
CAA	Federal Clean Air Act
CARB	California Air Resources Board
CAFE	Corporate Average Fuel Economy
CalEEMOD	California Emissions Estimator Model
CalOES	California Office of Emergency Services
Caltrans	California Department of Transportation
CBC	California Building Code
CCID	Central California Irrigation District
CCR	California Code of Regulations
CDFG	California Department of Fish and Game
CEQA	California Environmental Quality Act
CFC	California Fire Code
CFR	Code of Federal Regulations
CHP	California Highway Patrol
CHRIS	California Historic Resources Information System
CRHR	California Register of Historical Resources
CNDDB	California Natural Diversity Database
CNEL	Community Noise Equivalent Level
CNPS	California Native Plant Society
CO	Carbon Monoxide
CPUC	California Public Utilities Commission
CVRWQCB	Central Valley Regional Water Quality Control Board
CSO	Community Service Officer
CUWP	California Urban Water Plan
CWA	Clean Water Act
dB	Decibel
dBA	A-weighted decibel scale
DOC	California Department of Conservation
DPM	Diesel Particulate Matter
DTSC	Department of Toxic Substances Control
DWR	Department of Water Resources
EIA	Energy Information Administration
EMFAC	Emissions Modeling Factors model
EMS	Emergency Medical Services

EOP	Emergency Operations Plan
EPA	Environmental Protection Agency
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FLETC	Federal Law Enforcement Training Center
FMMP	Farmland Mapping and Monitoring Program
GAMAGI	Guidance for Assessing and Mitigating Air Quality Impacts
GHG	Greenhouse Gases
GIS	Geographic Information System
GSP	Groundwater Sustainability Plan
HABS/HAER	Historic American Building Survey/Historic American Engineering Record
Hz	Hertz
HMBP	Hazardous Materials Business Plans
HSC	Health and Safety Code
HVAC	Heating, Ventilation, and Air Conditioning
IS/MND	Initial Study/Mitigated Negative Declaration
IRWMP	Integrated Regional Water Management Plan
ISR	Indirect Source Review
LAFCO	Tulare County Local Agency Formation Commission
Leq	Equivalent Continuous Noise Level
Ldn or DNL	Day-Night Sound Level
LID	Post Construction Stormwater Low Impact Development Standards Plan
LOS	Level of Service
Lmax	Maximum noise level
LRA	Local Responsibility Area
TCAG	Tulare County Association of Governments
MCL	Maximum Contaminant Level
MJ-LHMP	Tulare County Local Multi-Jurisdictional Local Hazard Mitigation Plan
MPO	Metropolitan Planning Organization
MWELO	Model Water Efficient Landscape Ordinance
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NFIP	National Flood Insurance Program
NPDES	National Pollution Discharge Elimination System
NOD	Notice of Determination
NOI	Notice of Intent
NRHP	National Register of Historic Places
NPDES	National Pollutant Discharge Elimination System
OPR	State of California Governor’s Office of Planning and Research
OSHA	Occupational Safety and Health Administration
O3	Ozone
PM10	Particulate Matter less than 10 microns
PM2.5	Particulate Matter less than 2.5 microns
PPC	Public Protection Classification
PPV	Peak Particle Velocity
PRC	Public Resources Code
RCRA	Resource Conservation and Recovery Act
ROW	Right-of-Way

RATP	Regional Active Transportation Plan
RRFB	Rectangular Rapid Flashing Beacon
RTPA	Regional Transportation Planning Agency
RTP/SCS	Regional Transportation Plan/Sustainable Communities Strategy
RWQCB	Regional Water Quality Control Board
SB	California Senate Bill
SCE	Southern California Edison
SGMA	Sustainable Groundwater Management Act
SJVAB	San Joaquin Valley Air Basin
SJVAPCD	San Joaquin Valley Air Pollution Control District
SOI	Sphere of Influence
SR	State Route
SSMP	Sewer System Management Plan
STCETRCMP	Sustainable/Circulation Element for the Tule River Comprehensive Master Plan
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resource Control Board
TAC	Toxic Air Contaminant
TCAG	Tulare County Association of Governments
TCR	Tribal Cultural Resource
TIA	Traffic Impact Analysis
TISG	Transportation Impact Study Guide
TRFD	Tule River Fire Department
TRTPD	Tule River Tribal Police Department
USGS	United States Geological Survey
USEPA	United States Environmental Protection Agency
USDOT	United States Department of Transportation
VMT	Vehicle Miles Traveled
WDRs	Waste Discharge Requirements
WSA	Water Supply Assessment
WMP	Water Master Plan
WWTF	Wastewater Treatment Facility
WWTP	Wastewater Treatment Plant

3.3 Evaluation Of Environmental Impacts

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites, in the parentheses following each question. A "No Impact" answer is adequately supported if the reference information sources show that the impact simply does not apply to Projects like the one involved (e.g., the Project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on Project-specific factors as well as general standards (e.g., the Project will not expose sensitive receptors to pollutants, based on a Project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as Project-level, indirect as well as direct, and construction as well as operational impact.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR if required.
4. "Negative Declaration: Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c) (3)(D). In this case, a brief discussion should identify the following:
    - Earlier Analysis Used. Identify and state where they are available for review.
    - Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
    - Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated." Describe and mitigation measures which were incorporated or refined from the earlier document and the extent to which they address Site-specific conditions for the Project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

3.4 Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this Project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐Aesthetics	☐ Greenhouse Gas Emissions	☐ Public Services
☐ Agriculture and Forest Resources	☑ Hazards & Hazardous Materials	☐ Recreation
☑ Air Quality	☐ Hydrology and Water Quality	☐ Transportation
☑Biological Resources	☐ Land Use and Planning	☑ Tribal Cultural Resources
☑ Cultural Resources	☐ Mineral Resources	☐ Utilities and Service System
☐ Energy	☑ Noise	☐ Wildfire
☐ Geology/Soils	☐ Population and Housing	☑ Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency) Where potential impacts are anticipated to be significant, mitigation measures will be required, so that impacts may be avoided or reduced to insignificant levels.

On the basis of this initial evaluation:

☐ I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION WILL BE PREPARED.

☑ I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the Project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. A Negative Declaration is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed Project could have a significant effect on the environment because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is requested.

SIGNATURE	DATE
	City of Porterville
PRINTED NAME	LEAD AGENCY

3.5 Environmental Analysis

The proposed Project (Project or project) predominantly consists of two new pedestrian bridge crossings (see section 3.2.7 Project Description for additional project components). In summary, the Project would provide safe routes for Tribe pedestrians to cross the Tule River and north Reservation Road to access an education center and gymnasium (and other governance and commercial uses within an area known as "The Village") via pedestrian enhancements.

The Tule River Indian Tribe of California (Tule River Indian Tribe or Tribe) Reservation is a federally recognized tribe of Native Americans. As a U.S. federally recognized Tribal nation and trustee of the U.S., the Tribe has sovereignty within the Tule River Tribe Reservation area. The Tule River Tribe is required to comply with federal and state law, but is not subject to other local jurisdiction's laws (for example, the County of Tulare or City of Porterville). However, the Tule River Tribe, of its own volition, can enter into a Memorandum of Agreement, Memorandum of Understanding, or other mechanisms in cooperation with local governments such as the Porterville Unified School District, the County of Tulare through the Tulare Multi-Jurisdictional Local Hazard Mitigation Plan, and the City of Porterville. Cal Trans is providing funding it receives from the federal government for this Active Transportation Plan (ATP) project, which also requires completion of the CEQA process. Subsequently, the City of Porterville is acting as the CEQA Lead Agency to complete the CEQA process for this Project.

The following section evaluates the impact categories and questions in the checklist and identifies mitigation measures, if applicable. It is noted that this IS/MND will also rely on information (e.g., plans, programs, policies, studies, statistics, etc.) of previously completed (and in some instances adopted) documents such as: Recommendation to Improve Pedestrian Safety on the Tule River Indian Reservation (Sept. 2015); Tule River Tribal Transportation Safety Assessment (T2SA 2016); 2018 Sustainable Transportation/Circulation Element (ST/CE) of Tule River Comprehensive Master Plan; Tulare County Association of Governments (TCAG) Regional Active Transportation Plan ((RATP) 2016, 2017, 2020); 2018 and 2022 Tulare County Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS); Tule River Indian Reservation ATP plan (December 2022); California Transportation Plan 2050 (CTP 2021); 2023 Tulare County Local Multi-Jurisdictional Hazard Mitigation Plan ((MJHMP) Update; and Statewide Integrated Traffic Records System (SWITRS). The discussions regarding Environmental Setting, Regulatory Setting, CEQA requirements, resource discussions, etc.; contained in the above noted documents are incorporated by reference herein in their entirety. It is noted that not all goals and policies for a particular resource will specifically apply to the Project, as such only those applicable to the Project have been included in the regulatory setting discussions. Where necessary, and if available, additional technical studies and/or site-specific facts, data, information, etc., for a particular CEQA resource item are included in this discussion.

I.AESTHETICS

Would the Project result in:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☑
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within state scenic highway?	☐	☐	☐	☑
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the Site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☑	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☑	☐

Environmental Setting

Figure 2-3, shows that the Project site is predominantly surrounded by uses such as the Justice Center, Elders Center, Fire Department, Public Works Department) and scattered residential uses to the north; and Tribal Administration, Housing Authority, Health Center, Gymnasium, Towanits K-5 Elementary School, Day Care Facility, and scattered residential uses to the south. The Project's length is located within and near "The Village" area of the Tule River Reservation (which serves as a town-center area) where the majority of the Project will occur and South Reservation Road south of the river. Figure 2-3 shows that the proposed Project site is along a narrow naturally formed valley of the South Fork of the Tule River (Tule River) and is generally on uneven land adjacent to the river, and hillsides rising east of Indian Reservation Drive. Areas within approximately 0.25 miles of the Project site include scattered residences spread within hills. Generally, the undeveloped hillsides of the Sierra Nevada Mountains dominate the immediate surrounding areas.

Regulatory Setting

Federal

None that apply to the Project.

State

State Scenic Highways

The State Scenic Highway Program is implemented by the California Department of Transportation (Caltrans) and was developed to preserve the aesthetic quality of certain highway corridors. Highways included in this program are designated as scenic highways. A highway is designated as scenic based on how much of the natural landscape is visible to travelers, the quality of that landscape, and the extent to which development obstructs views of the landscape. As applicable to CEQA, there are no designated State Scenic Highways or highways that are eligible for designation within the Tule River Reservation.

Local

As noted in TCAG's 2018 RTP/SCS, "The Tule River Tribe has an established reservation within Tulare County. The Tule River Reservation was established by Executive Order of President Ulysses S. Grant on January 9, 1873. The Tule River Indian Reservation is estimated to cover around 85 square miles of the foothill region in Tulare County. The reservation is located in a rural area approximately 20 miles east of Porterville. The reservation is accessible only by one winding paved road. As seen in Table 4.5-1 [of the 2018 RTP/SCS], a list of historical resources in the County includes the First Tule River Indian Reservation (California Historical Landmark No. 473) established in 1873 and located in Porterville, before it was moved to its present location." (see page 4.5-5 of the 2018 RTP/SCS). On October 29, 2025, California Governor Gavin Newsome announced the return of 17,030 acres of ancestral land to the Tule River Indian Tribe.**Local**

None that apply to the Project as the Project will not be intrusive to aesthetics within the Project site or surrounding areas. However, the Project will include aesthetic features to preserve the natural viewscape and also comply with visibility standards to protect pedestrians along the planned trail, road crossings, pedestrian bridges, and other components of the Project. Project components such as lighting; signage; streetscapes; pedestrian crossing facilities, etc., would not intrude upon the existing or natural landscape of the area.

Discussion

a) Would the Project have a substantial adverse effect on a scenic vista?

No Impact: A scenic vista is defined as a viewpoint that provides expansive views of highly valued landscapes for the benefit of the general public. The Sierra Nevada Mountains are the primary scenic vista within this region. The Project is located within the lower elevations (foothills) of the Sierra Nevada Mountains.

As noted earlier, the Project Site is located within a natural occurring valley of the South Fork of the Tule River (Tule River). Design features of the Project will enhance safety and would include landscaping that would also enhance the pedestrian walking experience yet still incorporate visible yet non-intrusive safety features (e.g., signage, striping, lighting).

As such, based on the analysis and information provided herein, the Project would not obstruct or degrade any designated scenic vistas and there would be *no impact.*

Mitigation Measures: None Required.

b) Would the Project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within state scenic highway?

No Impact: There are no officially designated State Scenic Highways (Scenic Highway) within the Tule River Reservation, as such, there are no designated Scenic Highways within the Project boundary. Additionally, the Project Site is currently utilized as existing urban-type environment that includes mixed uses of Tribal governance, elementary school, residential uses, and roadways. No scenic resources such as significant trees, rock outcroppings, or historic buildings are located within the Project's boundary.

Mitigation Measures: None Required.

c) In non-urbanized areas, would the Project substantially degrade the existing visual character or quality of the Site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?

Less Than Significant Impact: The Project Site is located near, and part of the Village (a de facto town center), as it would provide essential and enhanced accessibility and safety features. Its design would not contribute to a decline of the existing visual character or quality of the Project area or its surroundings. Rather, the design character of the pedestrian facilities (e.g., pedestrian crosswalks and signage) would be installed using Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) standards, sign design details, and supporting graphics (accessed MUTCD standards at: https://mutcd.fhwa.dot.gov/index.htm). The MUTCD, which has been administered by the Federal Highway Administration (FHWA) since 1971, is a compilation of national standards for all traffic control devices, including road markings, highway signs, and traffic signals. It is updated periodically to accommodate the nation's changing transportation needs and address new safety technologies, traffic control tools, and traffic management techniques. States are required to adopt the National MUTCD as their legal standards for traffic control devices. As this Project would be funded by Caltrans, the MUTCD standards would be applied to crosswalks, signage, bicycle facilities, etc. Also, as the Project would result in no land use

changes other than the pedestrian, cyclist, and other safety enhancements, the Project would not conflict with existing zoning.

The Project design is required to adhere to the MUTCD standards. Landscaping, building materials, and architectural styles would be consistent with the existing Village character and Tribal considerations while providing visible and effective detail to protect pedestrians and cyclists utilizing the safety enhancements of the Project. Therefore, based on the analysis and information provided herein, the Project would not conflict with applicable zoning or regulations governing scenic quality and would result in a *less than significant impact.*

Mitigation Measures: None Required.

d) Would the Project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less Than Significant Impact: The Project would introduce new, minimal street lighting sources on the Project Site that would provide sufficient illumination during the evenings to enhance pedestrian safety. These lighting installations would be necessary for safety and functionality.

Project lighting would comply with Caltrans' lighting standards to minimize light spillover, glare, and skyglow. Lighting design standards are intended to reduce light pollution, undesired glare, and encourage quality lighting designs. Maximum height of ground-mounted luminaries on all pedestrian walkways are not anticipated to exceed a maximum height of 20 feet and sufficient foot-candles to provide effective illumination without contributing to or creating a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

Therefore, based on the analysis and information provided herein, the Project would result in a *less than significant impact.*

Mitigation Measures: None Required.

Mitigation Measures: None Required.

Based on the analysis and information provided herein, and implementation of existing standards/designs (e.g., MUTCD standards), *no mitigation measures would be required*.

Cumulative Impact: Less Than Significant

The cumulative impact is limited to the Tule River Tribe Reservation area, specifically, along the Project's limitations for the enhanced and new pedestrian and cyclist facilities. The proposed

Project is not subject to General Plan goals, policies, and actions and would not be subject to zone classifications as it is intended to enhance pedestrian and cyclists' safety. The Project would not have a substantial adverse effect on a scenic vista; it would not substantially damage scenic resources, (including, but not limited to, trees, rock outcroppings, and historic buildings within state scenic highway); and it would not degrade the existing visual character or quality of the Site and its surroundings. The Project would not conflict with applicable zoning and other regulations governing scenic quality and it would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area. Therefore, based on the analysis and information provided herein, the proposed Project would not result in a cumulatively considerable impact on aesthetic resources and cumulative impacts would be *less than significant*.

II. AGRICULTURE AND FOREST RESOURCES:

Would the Project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☑
b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?	☐	☐	☐	☑
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned timberland Production (as defined by Government Code section 51104(g)?	☐	☐	☐	☑
d) Result in the loss of forestland or conversion of forest land to non-forest use?	☐	☐	☐	☑
e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forestland to non-forest use?	☐	☐		☑

Environmental Setting

Agriculture is a vital component of Tulare County economy and is a significant source of the County-wide and many Cities' cultural identity. As such, preserving the productivity of agricultural lands is integral to maintaining the overall culture and economic viability of the County.

However, the Project is not located within agricultural areas nor is it suitable for viable agricultural productivity due to its location, existing physical environment, soil types, and other factors. Also, the intent of the Project would have no impact to any agricultural-related activities as it can be summarized as a pedestrian focused project to enhance safety through improvements and other safety-oriented components. The Project site is not under a Williamson Act contract and is designated as "Non-Agricultural and Natura Vegetation" by the Department of Conservation's Farmland Mapping and Monitoring Program. The Project Site is not currently used for agricultural operations.

Regulatory Setting

Federal

None that apply to the Project.

State

California Farmland Mapping and Monitoring Program (FMMP)

The FMMP is implemented by the California Department of Conservation (DOC) to conserve and protect agricultural lands within the State. The land included in this program is based on soil type, annual crop yields, and other factors that influence the quality of farmland. The FMMP mapping categories for the most important statewide farmland are as follows, defined by the DOC:

- ***Prime Farmland*:** Farmland with the best combination of physical and chemical features able to sustain long-term agricultural production. Prime farmland has the soil quality, growing season, and moisture supply needed to produce sustained high yields. Land must have been used for irrigated agriculture production at some time during the four years prior to the mapping date.

- ***Farmland of Statewide Importance*:** Is similar to Prime Farmland, but with minor shortcomings, such as steeper slopes or less ability to store soil moisture. Land must have been used for irrigated agricultural production at some time during the four years prior to the mapping date.

- ***Unique Farmland*:** Consists of lesser quality soils used for the production of the State's leading agricultural crops. This land is usually irrigated, but may include non-irrigated orchards or vineyards as found in some climatic zones in California. Land must have been farmed at some time during the four years prior to the mapping date.

- ***Farmland of Local Importance*:** Land of importance to the local agricultural economy as determined by each county's board of supervisors and a local advisory committee. In some counties, Confined Animal Agriculture facilities are part of Farmland of Local Importance but they are shown separately.

- ***Grazing Land*:** Is the land on which the existing vegetation is suited to the grazing of livestock suitable for grazing livestock.

- ***Urban and Built-up Land*:** Is occupied by structures with a building density of at least 1 unit to 1.5 acres, or approximately 6 structures to a 10-acre parcel. This land is used for residential, industrial, commercial, construction, institutional, public administration, railroad and other transportation yards, cemeteries, airports, golf courses, sanitary landfills, sewage treatment, water control structures, and other developed purposes.

However, as the Project would not be on existing or previously productive agricultural land, the FMMP classifications do not apply to the Project. Lastly, the 2020 FMMP shows the entire Tule River Reservation as "Non-Agricultural and Natural Vegetation" (2020 Rulal Land Mapping Editions Tulare County Important Farmland 2020).

Local

The Tulare County General Plan contains numerous goals and policies to minimize conversion of agricultural lands, the majority apply to areas remaining within unincorporated areas rather than incorporated areas. However, as the Project lies entirely within the Tule River Reservation, and specifically, as the Project would not impact any agricultural lands, there are no applicable local agricultural plans or programs that would apply to the Project.

Discussion

a) Would the Project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact: As noted earlier, the Project Site has not and does not contain agriculturally productive lands. The currently built environment contains commercial, residential, and Tribal governance structures, roadways, and other non-agricultural uses. Areas adjacent to the Project include riparian habitat, as such, the FMMP does not apply to those areas. The riparian habitat areas would be minimally disturbed to the extent possible during replacement of an existing pedestrian bridge and during construction-related activities of the new pedestrian bridge.

Therefore, based on the analysis and information provided herein, the Project would result in *no impact.*

Mitigation Measures: None Required.

b) Would the Project conflict with existing zoning for agricultural use, or a Williamson Act Contract?

No Impact: The Project site is not zoned for agricultural use nor is the Project site under an active Williamson Act contract. As noted earlier, agricultural zoning classifications do not apply to the Project as it is entirely located with the Tule River Reservation. Therefore, based on the analysis and information provided herein, the Project would not conflict with existing zoning for agricultural use or a Williamson Act contract, and *no impact* would occur.

Mitigation Measures: None Required.

c) Would the Project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned timberland Production (as defined by Government Code section 51104(g)?

No Impact: The Project site would not conflict with existing zoning for forest land (as defined in Public Resources Code (PRC) section 12220(g)), timberland (as defined by PRC section 4526), or Timberland Production (as defined by Government Code section 51104(g). There is no forest land located on the Project Site, and the Project does not involve any activities related to forestry resources. Therefore, based on the analysis and information provided herein, there would be *no impact*.

Mitigation Measures: None Required.

d) Would the Project result in the loss of forestland or conversion of forest land to non-forest use?

No Impact: The Project site does not contain any forestland as defined under PRC section 12220(g) or by Government Code (GC) section 51104. As noted earlier, the currently built environment contains commercial, residential, and Tribal governance structures, roadways, and other non-agricultural uses. Areas adjacent to the Project include riparian habitat which are not forestland as defined by PRC section 12220(g) or GC section 51104. As such, the Project would not result in the loss of forestland or the conversion of forest land to non-forest use. Therefore, based on the analysis and information provided herein, there would be *no impact*.

e) Would the Project involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forestland to non-forest use?

No Impact: As noted earlier, the currently built environment contains commercial, residential, and Tribal governance facilities, roadways, and other non-agricultural uses. Areas adjacent to the Project include riparian habitat. The FMMP criteria does not apply to the Project and due to the absence of Farmland and forestland, the Project would not impact these resources. Also as noted earlier, the FMMP classifies the entire Tule River Reservation as "Non-Agricultural and Natural Vegetation" as it is not considered agricultural in nature. As such, the Project would not directly (or indirectly) induce the conversion of adjacent Farmland to non-agricultural uses

Therefore, based on the analysis and information provided herein, the impact would be *no impact.*

Mitigation Measures: None Required.

Mitigation Measures: None Required.

Based on the analysis and information provided herein, *no mitigation measures would be required*.

Cumulative Impact: No Impact.

The cumulative impact is limited to the Tule River Tribe Reservation area, specifically, along the Project's limitations for the enhanced and new pedestrian and cyclists facilities. The proposed Project is not subject to General Plan goals, policies, and actions and would not be subject to zone classifications applicable to agriculture. As noted earlier, the Project is intended to enhance pedestrian and cyclists' safety. As the Project area does not have any agricultural lands within the Project bounds, it would not result in any impact to the Agricultural resource. Therefore, based on the analysis and information provided herein, the proposed Project would result in *no cumulative impact*.

III. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the Project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☑	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable Federal or state ambient air quality standard?	☐	☐	☑	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☑	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☑	☐

Qualified consultants Core Environmental Consulting, LLC., prepared the *"Technical Report Health Risk Assessment for Tule Active Transportation Plan Phase I"* (HRA Report) project which is used to provide technical expertise support regarding air quality, greenhouse gas, and health risk assessment items of this MND. The HRA Report is included in its entirety as Appendix A of this MND. Where necessary, and if available, additional site-specific facts, data, information, etc., are included in this discussion.

Environmental Setting

San Joaquin Valley Air Basin

The Project lies in eastern Tulare County, within the San Joaquin Valley Air Basin. The San Joaquin Valley Air Basin is bordered by the Sierra Nevada Mountains to the east, Coastal Ranges to the west, and the Tehachapi Mountains to the south. These mountain ranges restrict air movement and prevent the dispersal of pollution in the Valley below.

The San Joaquin Valley Air Pollution Control District (SJVAPCD or Air District) is comprised of the San Joaquin, Stanislaus, Merced, Madera, Fresno, Kings, and Tulare counties and the Valley

portion of Kern County and has jurisdiction over most air quality matters in the San Joaquin Valley Air Basin (SJVAB). Due to topographic features and the prevalence of agriculture in the region, the San Joaquin Valley Air Basin has one of the most severe air pollution problems in the State of California and the nation. Air pollution is hazardous to health, reduces visibility, degrades or soils materials, and can damage native vegetation. State and national ambient air quality standards were created to protect health and welfare, and to minimize other impacts. The ambient air quality standards are outlined in the Regulatory Setting section.

As noted in the HRA Report, "Area and stationary sources within SJVAB are under the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). An overview of important air pollutants, and SJVPACD roles in controlling them, is provided in the SJVAPCD Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI), along with in-depth discussions on the meteorology and geography that contribute to unhealthy levels of air pollution. This HRA focuses on Toxic Air Contaminants (TAC)." (HRA Report, page 6)

Air Pollutants of Concern

Criteria air pollutants are defined as pollutants for which the federal and state governments have established ambient air quality standards for outdoor concentrations. The federal and state standards have been set at levels above which concentrations could be harmful to human health and welfare. These standards are designed to protect the most sensitive persons such as children, pregnant women, and the elderly, from illness or discomfort. Criteria air pollutants include ozone (O3), nitrogen dioxide (NO2), carbon monoxide (CO), sulfur dioxide (SO2), particulate matter 2.5 microns or less in diameter (PM2.5), particulate matter ten microns or less in diameter (PM10), and lead (Pb). Note that reactive organic gases (ROGs), which are also known as reactive organic compounds (ROCs) or volatile organic compounds (VOCs), and nitrogen oxide (NOx) are not classified as criteria pollutants. However, ROGs and NOx are widely emitted from land development projects and participate in photochemical reactions in the atmosphere to form O3; therefore, NOx and ROGs are relevant to the proposed Project and are of concern in the air basin and are listed below along with the criteria pollutants. As shown in Table 3-1, the SJVAB is in nonattainment for several pollutant standards.

<u>Ozone</u>

Ozone is not emitted directly into the environment but is generated from complex chemical reactions between reactive organic gases (ROG), or non-methane hydrocarbons, and oxides of nitrogen (NOX) that occur in the presence of sunlight. ROG and NOX generators in Tulare County include motor vehicles, recreational boats, other transportation sources, and industrial processes.

<u>PM10</u>

PM10, or particulate matter, is a complex mixture of primary or directly emitted particles, and secondary particles or aerosol droplets formed in the atmosphere by precursor chemicals.

Carbon Monoxide

Carbon Monoxide (CO) is a colorless, odorless, and poisonous gas produced by incomplete burning of carbon in fuels. When CO enters the bloodstream, it reduces the delivery of oxygen to the body's organs and tissues. Health threats are most serious for those who suffer from cardiovascular disease, particularly those with angina or peripheral vascular disease. Exposure to elevated CO levels can cause impairment of visual perception, manual dexterity, learning ability and performance of complex tasks. The primary source of carbon monoxide is automobile use.

Nitrogen Dioxide

Nitrogen Dioxide (NO2) is a brownish, highly reactive gas that is present in all urban atmospheres. NO2 can irritate the lungs, cause bronchitis and pneumonia, and lower resistance to respiratory infections. Nitrogen oxides are an important precursor both to ozone (O3) and acid rain and may affect both terrestrial and aquatic ecosystems.

The major mechanism for the formation of NO2 in the atmosphere is the oxidation of the primary air pollutant nitric oxide (NO). NO2 plays a key role, together with VOCs, in the atmospheric reactions that produce O3. NO2 forms when fuel is burned at hot temperatures. The two major emission sources are transportation and stationary fuel combustion sources such as electric utility and industrial boilers.

Sulfur Dioxide

Sulfur Dioxide (SO2) affects breathing and may aggravate existing respiratory and cardiovascular disease in high doses. Sensitive populations include asthmatics, individuals with bronchitis or emphysema, children, and the elderly. SO2 is also a primary contributor to acid deposition, or acid rain, which causes acidification of lakes and streams and can damage trees, crops, historic buildings, and statues. In addition, sulfur compounds in the air contribute to visibility impairment in large parts of the country. This is especially noticeable in national parks. Ambient SO2 results largely from stationary sources such as coal and oil combustion, steel mills, refineries, pulp, and paper mills and from nonferrous smelters.

Table 3-1: San Joaquin Valley Attainment Status

Pollutant	**Federal Standards**	**State Standards**
Ozone – One hour	No Federal Standard[f]	Nonattainment/Severe
Ozone – Eight hour	Nonattainment/Extreme[e]	Nonattainment
PM 10	Attainment[c]	Nonattainment

Table 3-1: San Joaquin Valley Attainment Status		
Pollutant		
	Federal Standards	**State Standards**
PM 2.5	Nonattainment[d]	Nonattainment
Carbon Monoxide	Attainment/Unclassified	Attainment/Unclassified
Nitrogen Dioxide	Attainment/Unclassified	Attainment
Sulfur Dioxide	Attainment/Unclassified	Attainment
Lead (Particulate)	No Designation/Classification	Attainment
Hydrogen Sulfide	No Federal Standard	Unclassified
Sulfates	No Federal Standard	Attainment
Visibility Reducing Particles	No Federal Standard	Unclassified
Vinyl Chloride	No Federal Standard	Attainment

[a] See 40 CFR Part 81
[b] See CCR Title 17 Sections 60200-60210
[c] On September 25, 2008, EPA redesignated the San Joaquin Valley to attainment for the PM10 National Ambient Air Quality Standard (NAAQS) and approved the PM10 Maintenance Plan.
[d] The Valley is designated nonattainment for the 1997 PM2.5 NAAQS. EPA designated the Valley as nonattainment for the 2006 PM2.5 NAAQS on November 13, 2009 (effective December 14, 2009).
[e] Though the Valley was initially classified as serious nonattainment for the 1997 8-hour ozone standard, EPA approved Valley reclassification to extreme nonattainment in the Federal Register on May 5, 2010 (effective June 4, 2010).
[f] Effective June 15, 2005, the U.S. Environmental Protection Agency (EPA) revoked the federal 1-hour ozone standard, including associated designations and classifications. EPA had previously classified the SJVAB as extreme nonattainment for this standard. EPA approved the 2004 Extreme Ozone Attainment Demonstration Plan on March 8, 2010 (effective April 7, 2010). Many applicable requirements for extreme 1-hour ozone nonattainment areas continue to apply to the SJVAB.

Source: SJVAPCD

Ambient Air Quality

Ambient air quality in Tule River Reservations can be inferred from ambient air quality measurements conducted at the nearest air quality monitoring station located in Porterville, CA. Existing levels of ambient air quality and historical trends and projections in the vicinity of Porterville are documented by measurements made by the SJVAPCD, which also maintains air quality monitoring stations which process ambient air quality measurements.

The purpose of the monitoring station is to measure ambient concentrations of pollutants and determine whether ambient air quality meets the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS). Ozone and particulate matter (PM10 and PM2.5) are pollutants of particular concern in the SJVAB. The monitoring station located closest to the proposed Project site and most representative of air quality near the proposed Project site are in Porterville, which is approximately 14 miles northwest of the Project site. Ambient emission concentrations vary due to localized variations in emissions sources and climate and should be considered "generally" representative of ambient concentrations near the Project site. Criteria air pollutant concentrations are measured at several monitoring stations in the SJVAB which are used for measuring the localized concentration of various air pollutants across the SJVAB. The data from these stations is used to monitor exceedances for certain criteria pollutants as well as giving a snapshot of ambient air quality across the SJVAB. The Newcomb Street station located in the City of Porterville is the closest and most representative station to the project area with recent data for ozone. Because no PM10 and PM2.5 concentrations are collected at the Newcomb Street station, measured

concentrations from the next closest station, the Visalia-N Church Street station located in the City of Visalia, was used. Table 3-2 summarizes the air quality data from a recent 3-year period (2020–2022)

Air monitoring data can be found on the California Air Resources Board website at: https://arb.ca.gov/adam/trends/trends1.php. California and National Air Quality Standards has been included in Table 3-2, California and National Ambient Air Quality Standards.

Table 3-2: Ambient Air Quality Standards

Pollutant	Averaging Time	California Standards	National Standards	
		Concentration[3]	Primary	Secondary
Ozone (03)	1 Hour	0.09 ppm (180 µg/m³)	--	Same as Primary Standard
	8 Hour	0.070 ppm (137 µg/m³)	0.075 ppm (147 µg/m³)	
Respirable Particulate Matter (PM_{10})	24 Hour	50 µg/m	150 µg/m³	Same as Primary Standard
	Annual Arithmetic Mean	20 µg/m3	--	
Fine Particulate Matter ($PM_{2.5}$)	24 Hour	--	35 µg/m³	Same as Primary Standard
	Annual Arithmetic Mean	12 µg/m³	15 µg/m³	
Carbon Monoxide (CO)	1 Hour	20 ppm (23 mg/m³)	35 ppm (40 mg/m³)	--
	8 Hour	9.0 ppm (10 mg/m³)	9 ppm (10 mg/m³)	--
	8 Hour (Lake Tahoe)	6 ppm (7 mg/m³)	--	--
Nitrogen Dioxide (NO_2) [8]	1 Hour	0.18 ppm (339 µg/m³)	100 ppb (188 µg/m³)	--
	Arithmetic Mean	0.030 ppm (57 µg/m³)	53 ppb (100 µg/m³)	Same as Primary Standard
Sulfur Dioxide	1 Hour	0.25 ppm (655 µg/m³)	75 ppb (196 µg/m³)	--
	3 Hour	--	--	0.5 ppm (1300 µg/m³)
	24 Hour	0.04 ppm (105 µg/m³)	0.14 ppm (for certain areas)	--
	Annual Arithmetic Mean	--	0.030 ppm (for certain areas)	--
Lead[10,11]	30 Day Average	1.5 µg/m³	--	--
	Calendar Quarter	--	1.5 µg/m3 (for certain areas)	Same as Primary Standard
	Rolling 3-Month Average	--	0.15 µg/m³	
Visibility Reducing Particles[12]	8 Hour	See Footnote 1	No National Standards	
Sulfates	24 Hour	25 µg/m³		
Hydrogen Sulfide	1 Hour	0.03 ppm (42 µg/m³)		

Table 3-2: Ambient Air Quality Standards			
Vinyl Chloride[10]	24 Hour	0.01 ppm (26 μg/m^3)	
Source: California Air Resources Board (CARB). 2016.			

Existing Ambient Air Quality Conditions

Table 3-3 summarizes air quality monitoring data for 2021 through 2023, the most recent three-year period available. Data were obtained from the closest monitoring site, Porterville-Newcomb Street monitoring station, or from the next closest sites (Visalia-Church Street for 2021; Visalia – Ashland Ave for 2022-23) for pollutants not monitored at the Porterville site. No recent data were available for CO or SO2 because monitoring is not conducted for pollutants unlikely to exceed AAQS. As such, both CO and SO2 data are not included in Table 3-3

Table 3-3 Air Quality Monitoring Summary				
Pollutant	**Data**	**2021**	**2022**	**2023**
Ozone - 1 Hour	Max 1 Hour (ppm)	0.106	0.099	0.102
	Days > State Standard (0.09 ppm)[1]	9	1	7
Ozone – 8 hour	Max 8 Hour (ppm)	0.093	0.085	0.089
	Days > National Standard (0.070 ppm)[2]	61	62	47
Nitrogen Dioxide - Annual	Annual Average (ppb)	ID	ID	7
Nitrogen Dioxide – 1 Hour	Max 1 Hour (ppb)	50.0	49.7	39.9
	Days > National Standard (100 ppb)	0	0	0
	Days > National Standard (100 ppb)	0	0	0
PM_{10} – Annual	Annual Average (μg/m^3)	51.7	43.6	39.0
PM_{10} - 24-Hour	Max 24 Hour (μg/m^3)	302.1	132.7	105.8
	Days > National Standard (150 μg/m^3)	4	0	0
	Days > State Standard (50 μg/m^3)	141	111	102
$PM_{2.5}$ - Annual	Annual Average	20.7	14.8	11.6
$PM_{2.5}$ - 24-Hour	Max 24 Hour (μg/m^3)	129.2	48.3	42.9
	Days > National Hour Standard(35 μg/m^3)	43	17	6
Notes: Standards presented are the most health-conservative of those established Ppm = parts per million Ppb = parts per billion ID = Insufficient Data 1 Federal Standard was revoked 2 State standard is the same.				

The following is excerpted from the HRA Report (see Appendix A) prepared by qualified consultants (Core), verbatim, to maintain the veracity, clarity, and accuracy of the Health Risk Assessment Setting for the Project area.

"Health Risk Assessment Setting

San Joaquin Valley Air Pollution Control District

The Project is located in the San Joaquin Valley Air Basin (SJVAB), which consists of eight counties: Fresno, Kern (western and central), Kings, Madera, Merced, San Joaquin, Stanislaus, and Tulare. Air pollution in the SJVAB can be attributed to both human-related (anthropogenic) and natural (biogenic) activities that produce emissions.

Area and stationary sources within SJVAB are under the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). An overview of important air pollutants, and SJVPACD roles in controlling them, is provided in the SJVAPCD *Guidance for Assessing and Mitigating Air Quality Impacts*[4] (GAMAQI), along with in-depth discussions on the meteorology and geography that contribute to unhealthy levels of air pollution. This HRA focuses on Toxic Air Contaminants (TAC).

Toxic Air Contaminants (TAC), as defined by the California Health & Safety Code (CH&SC) §44321, are listed in Appendices AI and AII in AB 2588 Air Toxic "Hot Spots" and Assessment Act's Emissions Inventory Criteria and Guideline Regulation document. Potential health impacts from TACs are generally categorized into two groups: carcinogenic (cancer causing) effects and non-carcinogenic (non-cancer-causing) effects.

The non-carcinogenic effects can be further divided into long-term (chronic) health effects such as birthdefects, neurological damage, or genetic damage; and short- term (acute) effects such as eye irritation, respiratory irritation, and nausea. The California TAC list identifies about 700 plus pollutants. Carcinogenic and/or non-carcinogenic toxicity criteria have been established for a subset of these pollutants by OEHHA, as required by CH&SC §44360. TACs used in determining the potential exposure to the public should not be confused with the 189 Hazardous Air Pollutants (HAP) listed in the Clean Air Act.

SJVAPCD oversees the assessment of health risk associated with TAC emissions from new development in the SJVAB. SJVAPCD lays out a basic framework for understanding and assessing health risk, under CEQA, in the GAMAQI.

The location of a development project is a major factor in determining whether the project will result in localized air quality impacts. The potential for adverse air quality impacts increases as the distance between the source of emissions and receptors decreases. Receptors include sensitive receptors and worker receptors. Sensitive receptors refer to those segments of the population most susceptible to poor air quality (i.e., children, the elderly, and those with pre-existing serious health problems affected by air quality). Land uses where sensitive individuals are most likely to spend time include schools and schoolyards, parks and playgrounds, daycare centers, nursing homes, hospitals, and residential communities (these sensitive land uses may also be referred to as sensitive receptors). Worker receptors refer to employees and

locations where people work. Impacts on sensitive receptors are of particular concern, because they are the people most vulnerable to the effects of air pollution.

From a health risk perspective there are two types of land use projects that have the potential to cause long-term public health risk impacts:

Type A Projects: Land use projects that will place new toxic sources in the vicinity of existing receptors.
Type B Projects: Land use projects that will place new receptors in the vicinity of existing toxics sources.

Projects of either type must be assessed to determine whether the resulting health risk to sensitive receptors would exceed SJVAPCD established thresholds of significance for carcinogenic, non- carcinogenic acute, and non-carcinogenic chronic risk.

The OEHHA *Risk Assessment Guidelines* are the standards for estimating health risks. OEHHA is responsible for developing and providing toxicological and medical information relevant to decisions involving public health to state and local government agencies. Historically, state laws have required OEHHA to develop Risk Assessment Guidelines for estimating health risk associated with various sources of air pollution. Furthermore, the Children's Environmental Health Protection Act (SB 25, Escutia, 1999) requires OEHHA to biennially review risk assessment methods for air toxics, and related information, to ensure that they adequately protect infants and children.

The SJVAPCD risk management policy works in conjunction with the OEHHA *Risk Assessment Guidelines*. The SJVAPCD risk management policy further clarifies and provides guidance on the appropriate options to use, such as a longer exposure period and more conservative air dispersion modeling.

SJVAPCD staff members are considered leading statewide experts in the field of health risk assessment and have developed significant resources from guidance documents to database tools to assist other agencies, consultants, and regulated sources. Therefore, the SJVAPCD concludes that use of its risk management policy and the OEHHA *Risk Assessment Guidelines* is appropriate in determining significance within the environmental review process." (HRA, pages 6-7

"Diesel Particulate Matter (DPM)

Construction activities associated with the Project would generate emissions of diesel particulate matter (DPM) from the use of off-road diesel-fueled equipment and on-road diesel trucks. DPM has been identified as a toxic air contaminant by the California Air Resources Board (CARB) based on its potential to contribute to both carcinogenic and non-carcinogenic health effects. OEHHA has evaluated numerous human epidemiological studies on diesel exhaust

exposure, with long-term occupational studies showing increased relative risks of lung cancer among exposed populations. These studies support a causal relationship between long-term diesel exhaust exposure and cancer risk.

In addition to carcinogenic effects, long-term non-cancer health effects have been associated with chronic exposure to diesel exhaust, including increased incidence of cough, phlegm, and chronic bronchitis, as well as reductions in pulmonary function. Short-term exposures have been linked to acute respiratory symptoms such as cough, wheezing, chest tightness, and eye and nasal irritation. These findings underscore the importance of evaluating potential exposures to DPM during construction activities, particularly for nearby sensitive receptors.

Because the Project does not include any operational sources of toxic air contaminants—such as gasoline dispensing, diesel fueling, industrial processes, or stationary equipment—construction DPM is the **only** TAC source evaluated in this Health Risk Assessment. Accordingly, this HRA focuses on estimating potential cancer and non-cancer risks associated with short-term construction emissions of DPM, consistent with OEHHA and SJVAPCD guidance. " (HRA, pages 7-8)

"Ambient Air Quality

The SJVAPCD Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI) provides the framework for evaluating potential air quality impacts under CEQA. The GAMAQI includes detailed discussions of regional meteorology, geography, and pollutant sources within the San Joaquin Valley Air Basin (SJVAB), as well as the regulatory context for criteria pollutants. This technical report provides only a brief overview of ambient air quality considerations relevant to the Project; the reader is referred to the GAMAQI for additional background.

The United States Environmental Protection Agency (USEPA) has established National Ambient Air
Quality Standards (NAAQS) for six criteria pollutants, and the California Air Resources Board (CARB) has established California Ambient Air Quality Standards (CAAQS) for these and several additional pollutants. Under SJVAPCD guidance, projects must be evaluated for their potential to cause or contribute to localized exceedances of these standards.

SJVAPCD requires an Ambient Air Quality Analysis (AAQA) when project-related on-site emissions of any criteria pollutant exceed the District's 100-pound-per-day screening threshold after implementation of all enforceable mitigation measures. An AAQA uses air dispersion modeling to determine whether project emissions would cause or contribute to a violation of the applicable AAQS. For this Project, maximum daily construction emissions were compared to the 100-pound-per-day screening threshold to determine whether a full AAQA is required." (HRA, page 8)

HRA Thresholds of Significance

This HRA focuses on answering the following question from the Air Quality section of Appendix G in the *CEQA Guidelines*:

3. Would the Project expose sensitive receptors to substantial pollutant concentrations?

The *CEQA Guidelines* state that, where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make a significance determination.

SJVAPCD has established the following thresholds of significance for risk exposure to TAC:

Table 1 [of the HRA Report] SJVAPCD Thresholds of Significance – Toxic Air Contaminants

CARCINOGENS	Maximally Exposed Individual risk equals or exceeds 20 in one million
NON CARCINOGENS	**Acute**: Hazard Index equals or exceeds 1 for the Maximally Exposed Individual
	Chronic: Hazard Index equals or exceeds 1 for the Maximally Exposed Individual
Source San Joaquin Valley Air Pollution Control District; Table 1 of the HRA Report (Appendix A of this document)	

Therefore, if the calculated risk exposure from Project TAC emissions is below the SJVAPCD thresholds of significance, it can be concluded that the Project would not expose sensitive receptors to substantial pollutant concentrations and this impact would be considered less than significant under CEQA.

Ambient Air Quality Thresholds

The thresholds of significance for ambient air quality are based on the NAAQS and CAAQS. A project would be considered to have a significant impact if its emissions are predicted to cause or contribute to a violation of an ambient air quality standard by creating a localized exceedance of any of the CAAQS or any of the NAAQS and if available the associated Significant Impact Level (SIL).

The SJVAPCD Rule 9510 (Indirect Source Review) applicability thresholds, which are far more conservative than the criteria pollutant significance thresholds or the AAQA applicability threshold, can be used to screen out development projects subject to CEQA. Projects below ISR applicability thresholds (i.e., "small projects") would be expected to not violate any air quality standards or contribute substantially to an existing or projected air quality violation and will not exceed the thresholds of significance for ambient air quality. In this case, SJVAPCD concludes no emission calculation is needed and no ambient air quality analysis is required. For projects equal to or above the applicability thresholds, the District recommends that emissions from the project be quantified to determine if an AAQA is needed.

If maximum daily onsite emissions of all criteria pollutants, during construction and operation, are below 100 pounds per day, then the Project would not cause a localized exceedance of

NAAQS or CAAQS, no further AAQA is required, and the associated impact would be less than significant." (HRA, pages 9-10)

"Methodology

HRA Methodology
The potential health risks associated with toxic air contaminant (TAC) emissions from the Project were evaluated in accordance with the Office of Environmental Health Hazard Assessment (OEHHA) *Guidance Manual for Preparation of Health Risk Assessments* (2015), the San Joaquin Valley Air Pollution Control District (SJVAPCD) Policy APR 1906 – *Framework for Performing Health Risk Assessments and Guidance for Air Dispersion Modeling*, and the SJVAPCD *Guidance for Assessing and Mitigating Air Quality Impacts* (GAMAQI). These documents provide the regulatory framework for identifying TAC sources, estimating emissions, modeling dispersion, and calculating cancer and non-cancer health risks.

Because the Project does not include any operational sources of TAC, construction diesel particulate matter (DPM) is the only TAC source requiring quantitative evaluation. DPM is the particulate component of diesel exhaust and has been identified as a TAC by the California Air Resources Board (CARB) based on its carcinogenic and non-carcinogenic health effects. Long-term epidemiological studies have demonstrated increased lung cancer risks among populations with chronic occupational exposure to diesel exhaust, and both acute and chronic respiratory symptoms have been associated with short-term exposures. Construction-related DPM emissions were therefore included in the quantitative analysis described below.

Other potential TAC sources were evaluated and determined not to be present. The Project does not include gasoline dispensing, charbroilers, industrial equipment, diesel fueling, or any other stationary or area sources that would generate TAC emissions requiring quantitative HRA modeling under SJVAPCD guidance. Construction activities are the only source of TAC emissions, and all diesel particulate matter (DPM) associated with construction equipment and construction-related truck activity is captured within the CalEEMod construction emissions. The Project would not generate any new operational diesel demand, new vehicle trips, or any other operational TAC-emitting activities. Accordingly, construction DPM is the only TAC source requiring quantitative evaluation in this HRA.

Accordingly, the HRA focuses exclusively on quantifying potential cancer and non-cancer risks associated with construction DPM emissions. The analysis consisted of the following steps:

1. **Estimated TAC Emissions.** Construction emissions were estimated using the latest version of the California Emissions Estimator Model (CalEEMod). Results are provided in Appendix A. SJVAPCD considers exhaust particulate matter 10 microns and smaller (PM_{10} exhaust) to be a reasonable surrogate for DPM. The maximum (worst-year) annual DPM emissions were used for subsequent modeling. Project-specific construction details were based on the best

available information provided by 4Creeks. Where project-specific information was not available, CalEEMod default assumptions were used.

Because construction activities occur across three distinct project areas, total annual DPM emissions from the single CalEEMod run were allocated proportionately to each area based on relative disturbance acreage for use in HARP2 ADMRT. Allocation calculations are provided in Appendix A [of the HRA Report].

2. **Modeled Air Dispersion.** The U.S. Environmental Protection Agency (U.S. EPA) American Meteorological Society/EPA Regulatory Model (AERMOD) was used to model annual average downwind concentrations of DPM at nearby receptors. A normalized emission rate of one gram per second was applied to the construction area source, and meteorological data were obtained from SJVAPCD. Terrain was incorporated using AERMOD's WebGIS preprocessing tool. The construction footprints were modeled as an area source based on the Project disturbance limits (see Figure 2 [of the HRA Report]). Receptors were placed at the nearest residential and worker locations surrounding the Project site. Consistent with OEHHA and SJVAPCD guidance, indoor worker receptors within the construction zone were excluded because they are regulated under OSHA and are not considered sensitive receptors for CEQA purposes.

3. **Calculated Risk.** Normalized downwind concentrations from AERMOD were imported into the CARB Hotspots Analysis and Reporting Program (HARP2) Air Dispersion Modeling and Risk Tool (ADMRT). These concentrations were combined with the estimated DPM emissions to calculate ground-level TAC concentrations at each receptor. Cancer risk and chronic hazard index (HI) were calculated for all receptors using OEHHA-recommended exposure pathways and SJVAPCD-recommended conservative parameters. OEHHA has not established acute or 8-hour chronic Reference Exposure Levels (RELs) for DPM; therefore, acute and 8-hour chronic HI values were not calculated. Because construction DPM is the only TAC source associated with the Project, no operational TAC risks were calculated. Total Project risk is therefore equal to construction risk.

SJVAPCD recommendations were followed throughout both the AERMOD and HARP2 ADMRT analyses. Results are provided in Appendix A [of the HRA Report], along with receptor maps. Modeling files will be made available to reviewing agencies upon request [from the City of Porterville]." (HRA, pages 11-12)

"AAQA Methodology

The SJVAPCD Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI) outlines a stepwise process for determining whether a project requires a full Ambient Air Quality Analysis (AAQA). The first step is to determine whether the project is subject to SJVAPCD Rule 9510 (Indirect Source Review, ISR). If a project is exempt from ISR, it proceeds directly to the AAQA

screening step, which evaluates maximum daily onsite emissions against the District's 100-pound-per-day screening threshold.

Rule 9510 applicability was evaluated based on the definitions, applicability criteria, and exemptions provided in Sections 2.0 through 4.0 of the rule. Rule 9510 Section 2.4 establishes that transportation or transit development projects are subject to ISR only if construction exhaust emissions equal or exceed 2.0 tons of NOx or 2.0 tons of PM10. Based on the construction emissions modeling, total construction exhaust emissions of NOx and PM10 are below the Rule 9510 applicability thresholds (for transportation projects) of 2.0 tons each. These results confirm that the Project does not meet the applicability criteria in Rule 9510 Section 2.4 [of the HRA Report].

Rule 9510 Section 3.13 [of the HRA Report] defines a development project as one that results in the construction of a new building, facility, or structure, or the reconstruction of such structures for the purpose of increasing capacity or activity. The Project does not include buildings, facilities, or structures as defined in the rule, nor does it increase the capacity or activity of any existing facility. As such, the Project does not meet the definition of a development project subject to ISR.

Rule 9510 Section 3.18 [of the HRA Report] defines an indirect source as a facility or installation that attracts or generates mobile-source activity resulting in emissions of pollutants for which there is a state ambient standard. The Project does not generate new vehicle demand or attract new mobile-source activity; rather, it provides safety and accessibility improvements for existing pedestrian and bicycle travel. No new operational vehicle trips or diesel demand would be generated by the Project. Therefore, the Project does not constitute an indirect source under Rule 9510.

Rule 9510 Section 4.4.2 [of the HRA Report] provides an exemption for transportation development projects that consist solely of modifications to existing roads subject to District Rule 8061 and that are not intended to increase single-occupancy vehicle capacity. The Project consists of pedestrian and bicycle safety improvements, sidewalk infill, curb ramps, and related active transportation elements. These improvements do not increase roadway capacity, do not induce additional vehicle trips, and do not modify the roadway in a manner that would increase single-occupancy vehicle throughput. Therefore, the Project meets the exemption criteria in Section 4.4.2.1. [of the HRA Report]

Based on these considerations, the Project is exempt from SJVAPCD Rule 9510. Because the Project is exempt from ISR, the AAQA process concludes at this step. The subsequent AAQA steps—maximum daily onsite screening against the 100-pound-per-day threshold, onsite plus one-quarter-mile mobile-source adjustments, air dispersion modeling, and localized concentration analysis—are not required for this Project. " (HRA, pages 12-13)

Regulatory Setting

Federal

Federal Clean Air Act

The 1977 Federal Clean Air Act (CAA) authorized the establishment of the National Ambient Air Quality Standards (NAAQS) and set deadlines for their attainment. The Clean Air Act identifies specific emission reduction goals, requires both a demonstration of reasonable further progress and an attainment demonstration, and incorporates more stringent sanctions for failure to meet interim milestones. The U.S. EPA is the federal agency charged with administering the Act and other air quality-related legislation. EPA's principal functions include setting NAAQS; establishing minimum national emission limits for major sources of pollution; and promulgating regulations. Under CAA, the NCCAB is identified as an attainment area for all pollutants.

1990 Clean Air Act Amendment

As summarized at U.S. EPA's 1990 Clean Air Act Amendment Summary website, "In June 1989 President Bush proposed sweeping revisions to the Clean Air Act. Building on Congressional proposals advanced during the 1980s, the President proposed legislation designed to curb three major threats to the nation's environment and to the health of millions of Americans: acid rain, urban air pollution, and toxic air emissions. The proposal also called for establishing a national permits program to make the law more workable, and an improved enforcement program to help ensure better compliance with the Act." "Several progressive and creative new themes are embodied in the Amendments; themes necessary for effectively achieving the air quality goals and regulatory reform expected from these far-reaching amendments. Specifically the new law:

- encourages the use of market-based principles and other innovative approaches, like performance-based standards and emission banking and trading;
- provides a framework from which alternative clean fuels will be used by setting standards in the fleet and California pilot program that can be met by the most cost-effective combination of fuels and technology;
- promotes the use of clean low sulfur coal and natural gas, as well as innovative technologies to clean high sulfur coal through the acid rain program;
- reduces enough energy waste and creates enough of a market for clean fuels derived from grain and natural gas to cut dependency on oil imports by one million barrels/day;
- promotes energy conservation through an acid rain program that gives utilities flexibility to obtain needed emission reductions through programs that encourage customers to conserve energy." (see: https://www.epa.gov/clean-air-act-overview/1990-clean-air-act-amendment-summary)

State

California Clean Air Act

California Air Resources Board coordinates and oversees both state and federal air pollution control programs in California. As part of this responsibility, the California Air Resources Board monitors existing air quality, establishes California Ambient Air Quality Standards, and limits allowable emissions from vehicular sources. Regulatory authority within established air basins is provided by air pollution control and management districts, which control stationary-source and most categories of area-source emissions and develop regional air quality plans. The Project is located within the jurisdiction of the San Joaquin Valley Air Pollution Control District.

Regional

San Joaquin Valley Air Pollution Control District (SJVAPCD or Air District)

Regional Attainment Status

The state and federal standards for the criteria pollutants are presented in Section 8.4 of The San Joaquin Valley Unified Air Pollution Control District's 2015 "Guidance for Assessing and Mitigating Air Quality Impacts". These standards are designed to protect public health and welfare. The "primary" standards have been established to protect public health. The "secondary" standards are intended to protect the nation's welfare and account for air pollutant effects on soils, water, visibility, materials, vegetation, and other aspects of general welfare. The U.S. EPA revoked the national 1-hour ozone standard on June 15, 2005, and the annual PM_{10} standard on September 21, 2006, when a new $PM_{2.5}$ 24-hour standard was established.

CEQA requires lead agencies to determine if each Project of a certain threshold has an impact on the air quality of the area. The Air Quality standards and Greenhouse Gas guidance measures are used to establish levels of air quality impact of a Project. The following regulatory background represents global, federal, state, and local standards and guidance that have been reviewed in this study.

The SJVAPCD (Air District) is responsible for enforcing air quality standards in the Project area. The following SJVAPCD rules and regulations may apply to the proposed Project (and is not all inclusive):

- **Rule 3135:** Dust Control Plan Fee. All Projects which include construction, demolition, excavation, extraction, and/or other earth moving activities as defined by Regulation VIII (Described below) are required to submit a Dust Control Plan and required fees to mitigate impacts related to dust.
- **Rule 4101:** Visible Emissions. District Rule 4101 prohibits visible emissions of air contaminants that are dark in color and/or have the potential to obstruct visibility.

- **Rule 4102:** Nuisance. The purpose of this rule is to protect the health and safety of the public.
- **Rule 4641:** Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations. The purpose of this rule is to limit VOC emissions from asphalt paving and maintenance operations. This rule applies to the manufacture and use of cutback asphalt, slow cure asphalt and emulsified asphalt for paving and maintenance operations.
- **Rule 9510:** Indirect Source Review (ISR). This rule reduces the impact PM10 and NOX emissions from growth on the SJVB. This rule places application and emission reduction requirements on applicable development Projects in order to reduce emissions through onsite mitigation, offsite SJVAPCD administered Projects, or a combination of the two. This Project may be subject to ISR and may be required to submit an Air Impact Assessment (AIA) application in accordance with Rule 9510's requirements.
- **Regulation VIII:** Fugitive PM10 Prohibitions. Regulation VIII is composed of eight rules which together aim to limit PM10 emissions by reducing fugitive dust. These rules contain required management practices to limit PM10 emissions during construction, demolition, excavation, extraction, and/or other earth moving activities.

Local

None that apply to this Project.

Discussion

Thresholds of Significance

The impact analysis provided in the discussion below is based on the application of the following CEQA Guidelines Appendix G, which indicates that a project would have a significant impact on air quality if it would:

1. *Conflict with or obstruct implementation of any applicable air quality plan.*
2. *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard.*
3. *Expose sensitive receptors to substantial pollutant concentrations.*
4. *Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people.*

The significance criteria established by the applicable air quality management or air pollution control district (i.e., SJVAPCD for the Project) may be relied upon to make the above determinations. According to the SJVAPCD, an air quality impact is considered significant if the

proposed Project would violate any ambient air quality thresholds, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations. The SJVAPCD has established thresholds of significance for air quality for construction and operational activities of land use development projects, which is shown in Table 3-4 – SJVAPCD Thresholds of Significance for Criteria Pollutants.

Table 3-4: Regional Thresholds for Construction and Operational Emissions			
Pollutant/Precursor	**Construction Emissions**	**Operational Emissions**	
		Permitted Equipment and Activities	**Non-Permitted Equipment and Activities**
	Emissions (tpy)	**Emissions (tpy)**	**Emissions (tpy)**
CO	100	100	100
NOx	10	10	10
ROG	10	10	10
SOx	27	27	27
PM10	15	15	15
PM2.5	15	15	15
Source: SJVAPCD 2015. Guidance for Assessing and Mitigating Air Quality Impacts.			

SJVAPCD has also established the following thresholds of significance for risk exposure to toxic air contaminants to nearby sensitive receptors to the Project site, shown below in Table 3-5.

Table 3-5: Thresholds of Significance for Toxic Air Contaminants (TAC's)	
Carcinogens	Maximally Exposed Individual risk equals or exceeds 20 in one million
Non-Carcinogens	Acute: Hazard Index equals or exceeds 1 for the Maximally Exposed Individual
	Chronic: Hazard Index equals or exceeds 1 for the Maximally Exposed Individual
Source: SJVAPCD	

CO Hotspot Analysis

In addition to the daily thresholds listed above, the proposed Project area would also be subject to the ambient air quality standards, through an analysis of localized CO impacts. The California 1-hour and 8-hour CO standards are:

- 1-hour = 20 parts per million (ppm)
- 8-hour = 9 parts per million (ppm)

The significance of localized impacts depends on whether ambient CO levels in the vicinity of the Project site are above state and federal standards for carbon monoxide. Carbon monoxide

concentrations in the San Joaquin Air Basin currently meets the California Ambient Air Quality Standards (CAAQS) and National Ambient Air Quality Standards (NAAQS) for carbon monoxide (CO).

The HRA Report prepared by qualified consultants Core Environmental Consultants (Core) included an Executive Summary that is included herein, verbatim, as it provides the reader with the overall background, methodology, and resuts contained in the HRA Report (see Appendix A). Specific impact determinations, based on the HRA Report, are provided in the discussion of III. Air Quality, Items a) - d).

"Executive Summary

This technical report has been prepared to summarize the background, methodology, and results of a Health Risk Assessment (HRA) for the Tule River Active Transportation Program (ATP) Phase I Project (Project). The HRA evaluates the potential significance of impacts to nearby sensitive receptors from Toxic Air Contaminant (TAC) emissions generated during Project construction. The Project does not include new operational sources of TAC; therefore, this assessment focuses exclusively on construction-related diesel particulate matter (DPM).

The Project consists of pedestrian, bicycle, and safety improvements along the Reservation Road corridor within the Tule River Reservation, including the Village Corridor Crossing improvements, construction of a new pedestrian bridge, and replacement of the existing swinging pedestrian bridge. All improvements are conceptual and based on the best available planning-level materials provided by 4Creeks.

The Project is subject to the California Environmental Quality Act (CEQA), with the City of Porterville serving as the Lead Agency. This HRA was prepared to support the Initial Study and permitting.

The San Joaquin Valley Air Pollution Control District (SJVAPCD) is responsible for developing and enforcing air quality regulations within the San Joaquin Valley Air Basin (SJVAB), where the Project is located. Under CEQA, SJVAPCD serves as a Responsible Agency for projects requiring air quality review and provides guidance for evaluating TAC emissions and health risk. SJVAPCD's *Guidance for Assessing and Mitigating Air Quality Impacts* (GAMAQI)[1] outlines the framework for determining whether a project would expose sensitive receptors to substantial pollutant concentrations.

This HRA was prepared in accordance with the Office of Environmental Health Hazard Assessment (OEHHA) *Guidance Manual for Preparation of Health Risk Assessments*[2], SJVAPCD Policy *APR 1906 – Framework for Performing Health Risk Assessments and Guidance for Air Dispersion Modeling*[3], and the SJVAPCD GAMAQI. Construction DPM emissions were modeled using the U.S. EPA American Meteorological Society/EPA Regulatory Model (AERMOD), and

health risks were calculated using the California Air Resources Board (CARB) Hotspots Analysis and Reporting Program (HARP2) Air Dispersion Modeling and Risk Tool (ADMRT).

The maximum residential cancer risk from construction-related diesel particulate matter emissions is below the SJVAPCD significance threshold of 20 in one million. Therefore, construction of the Project would not expose sensitive receptors to substantial pollutant concentrations, and construction TAC impacts would be ***less than*** significant [emphasis as shown in the HRA Report].

An Ambient Air Quality Analysis (AAQA) screening was also performed. The Project is not subject to SJVAPCD Rule 9510 (Indirect Source Review) and is thus exempt from further AAQA. No localized exceedances of National or California Ambient Air Quality Standards are expected and related impacts would be less than significant.

Brief summaries of construction air quality and greenhouse gas (GHG) emissions are included for informational purposes. These sections provide quantified emissions results but do not include the broader regulatory background, setting, or full significance determinations that would be part of a standalone AQ/GHG technical study." (HRA, page 1)

a) Would the Project conflict with or obstruct implementation of the applicable air quality plan?

Less Than Significant Impact: The SJVAPCD drafted a series of State Implementation Plans (SIP) for the criteria pollutants that are of concern for the San Joaquin Valley Air Basin. The integration of multiple SIPs for each criteria pollutant collectively form the air quality plan for the San Joaquin Valley Air Basin. The most recent SIP is the "2024 Plan for the 2012 PM 2.5 Standard", which focuses on meeting the annual PM 2.5 standard of 12 micrograms/cubic meters originally set in 2012. This SIP includes measures to reduce fine particulate matter emissions and improve air quality by the year 2030. The SJVAPCD has established thresholds in the adopted SIPs and other air quality plans prepared by the Air District. These thresholds are shown in Tables 3-6 for construction and operation. Criteria for determining consistency with the established standards are whether or not the Project's estimated emissions exceed those thresholds established by the Air District. As long as the Project construction and operational emissions do not exceed the thresholds, the Project would not result in new air violations, delay the timely attainment of air quality standards, or result in increased severity of an existing air quality violation.

Ambient Air Quality

As discussed in the HRA Report (page 14), "As described in the AAQA Methodology, the Project is exempt from SJVAPCD Rule 9510 (Indirect Source Review). Because the Project is exempt from ISR, the AAQA process concludes at this step and no further AAQA evaluation is required.

The subsequent AAQA steps—maximum daily onsite screening against the 100-pound-per-day threshold, onsite plus one-quarter-mile mobile-source adjustments, air dispersion modeling, and localized concentration analysis—are not required for this Project.

Because the Project is exempt from SJVAPCD Rule 9510, no further AAQA evaluation is required. The Project would not result in localized exceedances of the NAAQS or CAAQS, and AAQA impacts would be ***less than significant***. [emphasis as shown in the HRA Report]"(HRA, page 14)

As indicated in the HRA Report, criteria pollutant emissions from the Project would not exceed thresholds of significance. " Construction and operational criteria pollutant emissions were estimated using CalEEMod, as described in Section 5 Methodology [of the HRA Report]. Construction emissions reflect standard equipment and schedules for active transportation projects. Operational emissions would consist of minor lighting electricity use and occasional maintenance trips, resulting in negligible operational emission levels. Combined construction and operational emissions are presented in the table below [Table 3-6 of this MND]."

Table 3-6: Criteria Pollutant Emissions Compared to SJVAPCD Thresholds of Significance (tons per year)

CONSTRUCTION	CO	Nox	ROG	SOx	PM10	PM2.5
Construction Emissions (max daily, worst year, worst season)	0.8	0.7	0.8	0.002	0.05	0.03
SJVAPCD Threshold of Significance	100	10	10	27	15	15
Exceeds 100 lb./day?	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**
OPERATION	**CO[1]**	**Nox**	**ROG**	**SOx**	**PM10**	**PM2.5**
Operational Emissions	0.0	0.0	0.002	0.0	0.0	0.0
SJVAPCD Threshold of Significance	100	10	10	27	15	15
Exceeds Threshold?	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**

CO = carbon monoxide
NOx = oxides of nitrogen
ROG = reactive organic gases
SOx = oxides of sulfur; sulfur dioxide (SO2) is the primary constituent and essentially equivalent
PM10 = particulate matter with an aerodynamic diameter less than 10 microns
PM2.5 = particulate matter with an aerodynamic diameter less than 2.5 microns

The nature of the Project can be summarized as pedestrian safety enhancements and new pedestrian bridges which would not result in substantial emission-generating uses at or near the proposed Project location. Construction-related emissions will be short-term, temporary, and intermittent and will cease after construction-related activities are concluded. Further, the overall objective of this type of project is to enhance, encourage, and facilitate pedestrian and bicycling mobility while also providing components to ensure pedestrian/cycling safety. As shown in Table 3-6, none of the criteria pollutant emissions from the Project would exceed the 100-pound-per-day applicability threshold for construction or operation. Therefore, no further AAQA is required and the Project would not

expose sensitive receptors to substantial pollutant concentrations by resulting in a localized exceedance of NAAQS or CAAQS. With respect to the numerical threshold established by SJVAPCD, the associated impact would be *less than significant.* No mitigation is required outside of compliance with existing regulations and/or with implementation of all applicable State and/or regional measures.

To reiterate, as shown in Table 3-6, Project construction and operational emissions would not exceed the SJVAPCD thresholds of significance. As the Project is not anticipated to exceed any SJVAPCD thresholds of significance, the Project will not conflict with or delay the implementation of the SJVAPCD attainment/implementation plans for criteria pollutants. Therefore, based on the analysis and information provided herein, and in the HRA report (see Appendix A) prepared by qualified consultants Core Environmental Consulting, the impacts would be *less than significant.*

Mitigation Measures: None Required.

b) Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable Federal or state ambient air quality standard?

Less Than Significant Impact: The SJVAPCD is responsible for bringing air quality in the entire San Joaquin Valley Air Basin planning area, including the Tule River Reservation, into compliance with federal and state air quality standards. The significance thresholds and rules developed by the SJVAPCD are designed to prevent Projects from violating air quality standards or significantly contributing to existing air quality violations. As discussed in Item a), neither construction-related emissions nor operation-related emissions will exceed thresholds established by the SJVAPCD.

The Project will comply with all applicable SJVAPCD rules and regulations, which will further reduce the potential for any significant impacts related to air quality as a result of Project implementation. Because these thresholds and regulations are designed to achieve and/or maintain federal and state air quality standards, and the Project is compliant with these thresholds and regulations, the Project will not violate an air quality standard or significantly contribute to an existing air quality violation. As noted earlier, the nature of the Project is pedestrian safety enhancements and new pedestrian bridges which would not result in substantial emission-generating uses at or near the proposed Project location. Construction-related emissions will be short-term, temporary, and intermittent and will cease after construction-related activities are concluded. Further, the overall objective of this type of project is to enhance, encourage, and facilitate pedestrian and bicycling mobility while also providing components to ensure pedestrian/cycling safety. Therefore, based on the analysis and information provided herein, and in the HRA report (see Appendix A) prepared by qualified consultants Core Environmental Consulting, the impact would be *less than significant.*

Mitigation Measures: None Required.

c)Would the Project expose sensitive receptors to substantial pollutant concentrations?

Less than Significant Impact: This discussion is partially based on the Health Risk Assessment (HRA) prepared by qualified consultants Core Consulting, LLC., which can be found in Appendix A.

Health Risk Assessment

Due to the nature of the Project, there is the potential to Impact Sensitive Receptors, as such the HRA component of the AQ Memorandum modeled downwind receptors. As noted in the HRA Report, "The highest modeled cancer risk occurs at Receptor 15, a residence located adjacent to the northern side of the central portion of Project 1." (HRA, page 14)

Results of the AERMOD modeling and ADMRT calculations are included in Appendix A of the HRA, (Table 3-7 in this MND], along with a map of receptors. Modeling input and output files will be made available to reviewing agencies upon request from the City of Porterville. The highest risks calculated for each scenario are presented in the Table 3-7, along with comparisons to SJVAPCD thresholds of significance. All results are the maximally exposed individual (MEI) for each scenario.

Table 3-7: Construction HRA Results Compared to SJVAPCD Thresholds of Significance

Risk[1]	**Carcinogen (risk in one million)**	**Chronic Hazard Index**	**Acute Hazard Index**
Construction Health Risk	14.6	0.016	N/A[1]
Thresholds of Significance	20	1	1
Exceeds Threshold?	NO	NO	NO
Exceeds Threshold?	**NO**	**NO**	**NO**

[1]No Acute HI was calculated for Construction DPM Acute risk because OEHHA has not established REL.

As shown in Table 3-7 (Table 2 of the HRA Report)," The highest modeled cancer risk occurs at Receptor 15, a residence located adjacent to the northern side of the central portion of Project 1." (HRA, page 20). "Construction health risks would be below SJVAPCD thresholds of significance. Therefore, the Project would not expose sensitive receptors to substantial pollutant concentrations, and TAC impacts would be *less than significant* [emphasis as shown in the HRA Report]. (HRA, page 14)

Therefore, based on the information and analysis provided herein, and in the HRA report (see Appendix A) prepared by qualified consultants Core Environmental Consulting, the impact would be *less than significant.*

Mitigation Measures: None required.

d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less Than Significant Impact: Some typical construction-related odors would be generated during Project construction. As discussed in Item (c), the Project is adjacent to one (1) sensitive receptor located adjacent to the northern of the central portion of the Project. As such, this receptor may be temporarily affected by such odors. Odors will likely be generated from diesel emissions from construction-related equipment rather than operational-related activities and traffic associated with the Project. Additionally, the proposed Project would not include any odor sources identified in Table 6 of the SJVAPCD's Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI) and no health risks associated with such odors were identified in the HRA done by Core Environmental.

Although the Project may create objectionable odors (e.g., diesel engine emissions and asphalt fumes during paving operations), the odors would be short-term, temporary, and intermittent during construction-related activities and would not affect a substantial number of people. Operational odors would be unlikely as the nature of the Project is pedestrian safety enhancements and new pedestrian bridges which would not result in emission-generating uses proposed at the Project location. As such, based on the information and analysis provided herein, and in the HRA report (see Appendix A) prepared by qualified consultants Core Environmental Consulting, the impact would be *less than significant.*

Mitigation Measures: None Required.

Mitigation Measures: None Required.

Based on the analysis and information provided herein, and in the HRA report (see Appendix A) prepared by qualified consultants Core Environmental Consulting, no mitigation measures would not be required.

Cumulative Impact: Less Than Significant with Mitigation

The geographic area of this cumulative analysis is the San Joaquin Valley Air Basin. The Project's emissions would be less than significant for all criteria pollutants and would be consistent with the Air Quality Plan for this criterion. The Project would be required to comply with all applicable rules and regulations as specified in the applicable air quality plan(s). The

project's less-than-significant contribution to air quality and its adherence to applicable rules and regulations would allow the Project to remain consistent with the AQP; therefore, the cumulative impact would be less than significant. As shown in Tables 3-5, 3-6, and 3-7, the Project's regional emissions would not exceed the applicable regional criteria pollutant emissions quantitative thresholds. In addition, any permitted sources will be required to comply with Air District rules, regulations, permit conditions, thresholds, (requirements), as applicable. The project would not generate a significant source of odors. Therefore, based on the information and analysis provided herein, and in the HRA report (see Appendix A) prepared by qualified consultants Core Environmental Consulting, the Project would result in a *less than significant impact*.

IV. BIOLOGICAL RESOURCES

Would the Project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish & Game or U.S. fish and Wildlife Service?	☐	☑	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☑	☐	☐
c) Have a substantial adverse effect on state or Federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through director removal, filling, hydrological interruption, or other means?	☐	☐	☑	☐
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery Sites?	☐	☐	☑	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☑
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☑

A Biological Evaluation (BE) prepared by qualified consultants Live Oak Associates, Inc. (LOA) was used to determine impacts to Biological Resources and is included as Appendix B. Where necessary, and if available, additional site-specific facts, data, information, etc., are included in this discussion.

Environmental Setting

The following has been excerpted from the Biological Evaluation (BE) to remain consistent with the information provided in the BE. "The study area is located within the low foothills of the southern Sierra Nevada, in a transition zone from the Central Valley to the Sierra Nevada. The topography of the area consists of gentle to steeply sloped terrain.

Like most of California, this region of the Sierra Nevada foothills has a Mediterranean climate. Warm, dry summers are followed by cool, moist winters with spring and fall as transitional seasons. Summer temperatures commonly exceed 90 degrees Fahrenheit, and the relative humidity is generally very low. Winter temperatures rarely rise much above 70 degrees Fahrenheit, and daytime high temperatures are often below 60 degrees Fahrenheit. Annual precipitation at the nearest NOAA weather station, Springville, is about 16.5 inches, nearly all of which falls during fall and winter months (NOAA 2021).

The principal drainage of the project vicinity is the South Fork Tule River, which bisects the study area latitudinally. The South Fork Tule River originates near the summit of Slate Peak, approximately 12 miles northeast of the study area. It flows through the study area from east to west, ultimately exiting the Reservation and joining the main stem of the Tule River at Lake Success. Downstream of Lake Success, the Tule River historically flowed into Tulare Lake; however, agricultural diversions have eliminated the lake and greatly degraded the Tule River itself." (BE, page 5)

Study Area

"The study area is characterized by a mix of developed and undeveloped lands. Developed lands include the Village Center area and rural residences along both sides of the South Fork Tule River. Undeveloped lands consist of an approximately 0.6-mile-long reach of the river and an associated woodland corridor.

The study area has an overall western aspect, reflecting the gradient of the river corridor. Elevations range from approximately 1,100 feet above sea level in the northeastern corner of the study area to approximately 1,000 feet at the western boundary.

The study area contains three soil mapping units: Blasingame-Rock outcrop complex, 9 to 50 percent slopes; Blasingame sandy loam, 15 to 30 percent slopes; and Xerofluvents, flooded

(California Soil Resource Lab 2008). The latter mapping unit generally conforms to the on-site reach of the South Fork Tule River corridor, and is associated with drainageways and alluvial fans elsewhere in the region. It is considered hydric, meaning it has the propensity to pond water and support hydrophytic (water-loving) vegetation. The Blasingame mapping units are both non-hydric (NRCS 2026).

A list of vascular plants identified on the site is presented in Appendix A [of the BE]. A list of terrestrial vertebrates using or potentially using the study area is presented in Appendix B [of the BE]. Representative photos of the site are presented in Appendix C.[of the BE]" (BE, pages 5-6)

Regulatory Setting

The following has been excerpted from the Biological Evaluation (BE) to remain consistent with the information provided in the BE.

Federal

"National Environmental Policy Act

Projects that are proposed, funded, or authorized by federal agencies are generally subject to the provisions of NEPA. Signed into law in 1970 and amended most recently by the Fiscal Responsibility Act of 2023, NEPA requires federal agencies to evaluate the environmental effects of their proposed actions prior to making decisions. Agencies must utilize systematic, interdisciplinary approach that includes the review of technically and economically feasible alternatives to the proposed action, and must ensure professional and scientific integrity in the environmental documents they prepare.

The level of NEPA review that is required is related to a project's potential to cause "significant" environmental effects. Projects with reasonably foreseeable significant effects on the quality of the human environment require an Environmental Impact Statement (EIS). Among other elements, an EIS requires detailed analyses of the project's environmental effects, development and study of a reasonable range of alternatives to the proposed action, and consideration of public comments received during the scoping process. Projects that do not have reasonably foreseeable significant effects on the quality of the human environment, and projects for which the significance of such effects is unknown, may meet their NEPA obligations with the preparation of an Environmental Assessment (EA). An EA is a concise public document that either provides the basis for a federal agency's finding of no significant impact or culminates in a determination that an EIS is necessary." (BE, pages 22-23)

"State and Federal Endangered Species Acts

In California, imperiled plants and animals may be afforded special legal protections under the California Endangered Species Act (CESA) and/or Federal Endangered Species Act (FESA). Species may be listed as "threatened" or "endangered" under one or both Acts, and/or as "rare" under CESA. Under both Acts, "endangered" means a species is in danger of extinction throughout all or a significant portion of its range, and "threatened" means a species is likely to become endangered within the foreseeable future. Under CESA, "rare" means a species may become endangered if their present environment worsens. Both Acts prohibit "take" of listed species, defined under CESA as "to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture or kill" (California Fish and Game Code, Section 86), and more broadly defined under FESA to include "harm" (16 USC, Section 1532(19), 50 CFR, Section 17.3)." (BE, page 23)

"Migratory Bird Treaty Act

The Migratory Bird Treaty Act (MBTA: 16 USC 703-712) prohibits killing, possessing, or trading in any bird species covered in one of four international conventions to which the United States is a party, except in accordance with regulations prescribed by the Secretary of the Interior. The name of the act is misleading, as it actually covers almost all birds native to the United States, even those that are non-migratory. The MBTA encompasses whole birds, parts of birds, and bird nests and eggs. (Ibid.)

"Habitat Conservation Plans and Natural Community Conservation Plans

Section 10 of the federal Endangered Species Act establishes a process by which non-federal projects can obtain authorization to incidentally take listed species, provided take is minimized and thoroughly mitigated. A Habitat Conservation Plan (HCP), developed by the project applicant in collaboration with the USFWS and/or NMFS, ensures that such minimization and mitigation will occur, and is a prerequisite to the issuance of a federal incidental take permit. Similarly, a Natural Community Conservation Plan (NCCP), developed by the project applicant in collaboration with CDFW, provides for the conservation of biodiversity within a project area, and permits limited incidental take of state-listed species." (BE, pages 23-24)

"Clean Water Act

Section 404 of the federal Clean Water Act (CWA) regulates the discharge of dredged or fill material into "navigable waters" (33 U.S.C. §1344), defined in the CWA as "the waters of the United States, including the territorial seas" (33 U.S.C. §1362(7)). The CWA does not supply a definition for waters of the U.S., and that has been the subject of considerable debate since the CWA's passage in 1972. A variety of regulatory definitions have been promulgated by the two federal agencies responsible for implementing the CWA, the Environmental Protection Agency (EPA) and USACE. These definitions have been interpreted, and in some cases, invalidated, by federal courts.

Waters of the U.S. are presently defined by the EPA and USACE's joint 2023 Revised Definition of 'Waters of the U.S.' Rule (2023 WOTUS Rule), issued in January 2023 and amended in August 2023. Generally speaking, waters of the U.S. include:

- Waters which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide
- The territorial seas
- Interstate waters
- Impoundments of waters otherwise defined as waters of the United States
- Tributaries to other waters of the U.S. that are relatively permanent, standing or continuously flowing bodies of water
- Wetlands adjacent to other waters of the U.S. that have a continuous surface connection to those waters

The 2023 WOTUS Rule also defines a number of exclusions from the definition of waters of the U.S., many of which are longstanding exclusions from earlier regulatory regimes. These generally include:

- Waste treatment systems
- Prior converted cropland
- Ditches excavated wholly in and draining only dry land that do not carry a relatively permanent flow of water
- Certain artificial features, e.g. irrigation basins, swimming pools, borrow pits, and artificially irrigated areas
- Swales and erosional features characterized by low volume, infrequent, or short duration flow

Projects that will discharge dredge or fill material into waters of the U.S. must obtain Section 404 permit coverage from the USACE. Small-scale projects are often able to obtain coverage under one or more Nationwide Permits, while large-scale projects generally need to obtain Individual Permits. Section 404 permits typically require mitigation to ensure that there will be no net loss of wetland functions or values.

Projects that discharge pollutants into waters of the U.S., either from a localized "point source" or more general "nonpoint source," must obtain a NPDES permit. On tribal lands, unless the Tribe has obtained "treated in a similar manner as a state" (TAS) status, the NPDES program and any associated permitting is administered by the EPA. NPDES permits cover a wide range of scenarios, from large-scale industrial or wastewater discharges to small-scale stormwater discharges from construction sites. Stormwater permit coverage is required for any project that will disturb one acre or more of land through earth-disturbing activities such as clearing, grading, excavating, and stockpiling. Most such projects can obtain blanket coverage under the EPA's Construction General Permit (CGP).

Any federal permit or license for discharges into waters of the U.S. must be accompanied by a Section 401 Water Quality Certification (WQC) certifying that the project will comply with applicable water quality standards. For Tribes without TAS status, the EPA once again functions as the permitting authority. Where Tribes have adopted their own EPA-approved water quality standards, the EPA applies those tribal standards to the WQC. Where Tribes do not have their own water quality standards, and where the affected waterbody flows into the adjacent state, the EPA typically applies that state's water quality standards to the WQC." (BE, pages 24-26)

State

Birds of Prey (CA Fish and Game Code Section 3503.5)

Sections 3800, 3513, and 3503 of the California Fish and Game Code specifically protect birds of prey. Section 3800 states that it is unlawful to take nongame birds, such as those occurring naturally in California, that are not resident game birds, migratory game birds, or fully protected birds, except when in accordance with regulations of the commission or a mitigation plan approved by CDFW for mining operations. Subsection 3503.5 prohibits taking, possessing, or destroying any birds and their nests in the orders Strigiformes (owls) or Falconiformes (hawks and eagles). These provisions, along with the Federal MBTA, serve to protect nesting raptors.

Clean Water Act

Section 404 of the Clean Water Act of (1972) is to maintain, restore, and enhance the physical, chemical, and biological integrity of the nation's waters. Under Section 404 of the Clean Water Act, the US Army Corps of Engineers (USACE) regulates discharges of dredged and filled materials into "waters of the United States" (jurisdictional waters).

California Endangered Species Act (CESA)

The California ESA (California Fish and Game Code §§ 2050- 2116) generally parallels the main provisions of ESA, but unlike its Federal counterpart, the California ESA applies the take prohibitions to species proposed for listing (called "candidates" by the state). Section 2080 of the California Fish and Game Code prohibits the taking, possession, purchase, sale, and import or export of endangered, threatened, or candidate species, unless otherwise authorized by permit or in the regulations. Take is defined in Section 86 of the Fish and Game Code as "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." the California ESA allows for take incidental to otherwise lawful development Projects. State lead agencies are required to consult with CDFW to ensure that any action they undertake is not likely to jeopardize the continued existence of any endangered, threatened, or candidate species or result in the destruction or adverse modification of essential habitat.

California Environmental Quality Act (CEQA)

As noted in the BE, "In California, any project carried out or approved by a public agency that will result in a direct or reasonably foreseeable indirect physical change in the environment must comply with CEQA. The purpose of CEQA is to ensure that a project's potential impacts on the environment are evaluated and methods for avoiding or reducing these impacts are considered before the project is allowed to move forward. A secondary aim of CEQA is to provide justification to the public for the approval of any projects involving significant impacts on the environment.

According to Section 15382 of the CEQA Guidelines, a significant effect on the environment means a "substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project, including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic interest." Although the lead agency may set its own CEQA significance thresholds, project impacts to biological resources are generally considered to be significant if they would meet any of the following criteria established in Appendix G of the CEQA Guidelines:

- Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by CDFW or USFWS.
- Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by CDFW or USFWS.
- Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.
- Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.
- Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.
- Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

Furthermore, CEQA Guidelines Section 15065(a) requires the lead agency to make "mandatory findings of significance" if there is substantial evidence that a project may:

- Substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or substantially reduce the number or restrict the range of an endangered, rare or threatened species.
- Achieve short-term environmental goals to the detriment of long-term environmental goals.

- Produce environmental effects that are individually limited but cumulatively considerable, meaning that the incremental effects of the project are significant when viewed in connection with the effects of past projects, other current projects, and probable future projects." (BE, pages 21-22)

Local

Tribal

As noted in the BE, "It is assumed that the project will be implemented in a manner consistent with any Tribal policies or ordinances that pertain to biological resources." (BE, page 38)

Discussion

a) Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

The BE provided a comprehensive discussion of potentially significant Project impacts. The discussion can be found in its entirety in Appendix B of this document.

Special Status Plants

"Of the 24 regionally occurring special status plant species, three have some potential to occur in the study area. These are the rose-flowered larkspur (*Delphinium purpusii*), calico monkeyflower (*Diplacus pictus*) and Munz's iris (*Iris munzii*). Their potential occurrence on site is limited to the woodlands of the site's river corridor (see Figure 3 [of the BE]). Two project components are proposed for this area: replacement of an existing pedestrian bridge and construction of a new pedestrian bridge. If individuals or populations of these species are found in the work areas for bridge construction, they may be damaged or destroyed by construction activities. This is considered a potentially significant impact of the project.

The remaining 21 regionally-occurring special status plant species have no appreciable potential to occur on site due to the absence of suitable habitat or soils, the site's being located outside of the species' distributions, or a combination thereof. Project impacts are less than significant for the 21 regionally-occurring plant species that are not expected to occur on site." (BE, page 27)

See recommended Mitigation Measures BIO-4.1a, 4.1b, and 4.1c.

Monarch Butterfly

"The monarch butterfly has the potential to forage, roost, and possibly breed along the study area's river corridor and in undeveloped portions of its rural residential properties. Two project components are proposed for such areas: replacement of an existing pedestrian bridge and construction of a new pedestrian bridge. All other project activities will take place in the Village Center, where monarchs have little potential to occur and no project-related impacts to this species are anticipated.

The potential for direct effects to monarchs is greatest during the spring and summer, when monarchs may breed in the project vicinity. Monarch eggs, larvae, and pupae would be particularly vulnerable to construction-related mortality, as these life stages are relatively immobile and unable to leave their milkweed host plants. Monarch adults are volant and would presumably have some ability to avoid construction disturbance while foraging or roosting on site.

The project may also indirectly affect monarchs through any construction-related loss of milkweed habitat that occurs. Loss of milkweed habitat has been cited as a major factor in monarch population declines (USFWS 2020). While project-related removal of milkweed plants would be minor, if it occurs at all, it would incrementally contribute to a habitat trend that is substantially affecting this species, and potential impacts associated with milkweed loss are therefore considered significant.

The project is not expected to adversely affect monarchs through loss of other plants that could be used for foraging by this species, or by loss of trees. Project-related vegetation removal will be localized and small-scale, and considerable alternative foraging and roosting habitat will remain available to monarchs following project implementation, both on- and off-site." (BE., pages 28-29)

See recommended Mitigation Measures BIO-4.2a, 4.2b, and 4.2c.

Crotch's Bumble Bee

"The Crotch's bumble bee has the potential to forage, nest, and overwinter along the study area's river corridor and in undeveloped portions of its rural residential properties. Two project components are proposed for such areas: replacement of an existing pedestrian bridge and construction of a new pedestrian bridge. All other project activities will take place in the Village Center, where habitat is absent and no impacts to the Crotch's bumble bee are anticipated.

If Crotch's bumble bees are present at the time of bridge construction, individual bees may be vulnerable to construction-related injury or mortality. This is of particular concern during nesting, as destruction of a single nest may result in the mortality of numerous adults and

larvae. Construction-related destruction of Crotch's bumble bee nests would be considered a significant impact of the project.

The Crotch's bumble bee is not expected to be adversely affected by project-related loss of habitat. Habitat impacts associated with bridge construction will be localized and small-scale. Extensive habitat for this species will remain available elsewhere along the South Fork Tule River and on adjoining lands. Loss of habitat for the Crotch's bumble bee is not considered to be a significant impact of the project." (BE 2, page 9-30)

See recommended Mitigation Measures BIO-4.3a, 4.3b, and 4.3c.

Western Pond Turtle

"Two project components are proposed in areas where western pond turtles may occur: replacement of an existing pedestrian bridge and construction of a new pedestrian bridge at locations along the South Fork Tule River. Turtles may be found in the river at these locations and may bask or overwinter in adjoining terrestrial habitats. Both locations are characterized by woodland habitat with high levels of canopy closure unconducive to nesting by this species.

If turtles are present at the time of bridge construction, individuals could be injured or killed by construction activities. This is considered to be a potentially significant impact of the project. All other project activities will take place in the Village Center, where habitat is absent and no impacts to the western pond turtle are anticipated.

The western pond turtle is not expected to be adversely affected by project-related loss of habitat. Habitat impacts associated with bridge construction will be localized and small-scale. Extensive habitat for this species will remain available elsewhere along the South Fork Tule River following project implementation. Loss of habitat for the western pond turtle is not considered to be a significant impact of the project." (BE, page 31)

See recommended mitigation measures BIO-4.4a, 4.4b, 4.4c, and 4.4d.

Northern California Legless Lizard

"The northern California legless lizard has the potential to occur in the terrestrial habitats of the study area's river corridor. Two project components are proposed for such areas: replacement of an existing pedestrian bridge and construction of a new pedestrian bridge. If legless lizards are present at the time of these construction activities, individuals could be injured or killed. This is considered to be a potentially significant impact of the project. All other project activities will take place in the Village Center, where habitat is absent and no impacts to legless lizards are anticipated

The northern California legless lizard is not expected to be adversely affected by project-related loss of habitat. Habitat impacts associated with bridge construction will be localized and small-scale. Extensive habitat for this species will remain available elsewhere along the South Fork Tule River following project implementation. Loss of habitat for the northern California legless lizard is not considered to be a significant impact of the project." (BE 33-34)

See recommended Mitigation Measures BIO-4.1.5a and 4.1.5b.

Nesting Bird and Raptors

"The study area may be used for nesting by numerous birds and raptors protected by the Migratory Bird Treaty Act. If project construction takes place during the nesting season, birds nesting in active work areas could be injured or killed by construction activities or disturbed to a degree that their reproductive success could be compromised. Construction-related nest disturbance is also a possibility for nests located outside of work areas, but within visual or auditory range of construction activities. Construction-related mortality/disturbance of nesting birds and raptors is a potentially significant impact of the project." (BE, page 33)

See recommended Mitigation Measures BIO-4.6a, 4.6b, and 4.6c.

Tree-roosting Bats including Pallid Bat

The study area's buildings and mature trees have the potential to support roosting by various bat species. The project will not remove or otherwise impact buildings, and no project-related impacts to any bats roosting in the site's buildings are expected. Some amount of tree removal will likely be needed to accommodate the proposed pedestrian bridge replacement and construction activities in the river corridor, introducing the potential for construction-related injury or mortality to tree-roosting bats, possibly including the pallid bat (*Antrozous pallidus*), a California Species of Special Concern. Construction-related injury or mortality of the pallid bat and other tree-roosting bats is a potentially significant impact of the project.

The pallid bat is not expected to be adversely affected by project-related loss of habitat. Although a few potential roost trees may be removed, numerous similar trees will remain available elsewhere along the river corridor, both on-site and off-site. The study area's foraging value for this species will remain virtually unchanged. Any pallid bats that presently forage on site would be expected to continue to do so following project development. Loss of habitat for the pallid bat is not considered to be a significant impact of the project.: (BE, page 34)

See recommended Mitigation Measures BIO-4.7a, 4.7b, 4.7c, and 4.7d.

Therefore, based on the analysis and information provided herein, and implementation of the Mitigation Measures recommended in the BE prepared by qualified consultants LOA, the Project would result in a *less than significant impact*.

Mitigation Measures: See Mitigation Measures discussion.

b) Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?

Less than Significant Impact with Mitigation: "As discussed [in the BE], the study area contains a vegetation alliance classified by the VegCAMP system as a sensitive natural community, California sycamore-coast live oak (CDFW 2026b). Broadly, this community corresponds to the river corridor habitat type identified in this report (see Figure 3). Two project components are proposed for the river corridor: replacement of an existing pedestrian bridge and construction of a new pedestrian bridge. These project components may temporarily disturb an area of up to 2 acres, with permanent impacts limited to the bridges themselves. Some amount of riparian tree and shrub removal will be needed to accommodate bridge construction. Loss of riparian trees and shrubs, even if minor, will contribute to degradation of a sensitive natural community and is considered a potentially significant impact of the project." (BE, page 35). Therefore, based on the analysis and information provided herein, and implementation of the Mitigation Measures recommended in the BE prepared by qualified consultants LOA, the Project would result in a *less than significant impact with mitigation measures*.

Mitigation Measures: See recommended Mitigation Measures 4.8a and 4.8b

c) Would the Project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through director removal, filling, hydrological interruption, or other means?

Less Than Significant Impact: . LOA provided the following analysis in the BE with a caveat. "As discussed [in the BE], the project includes improvements related to two pedestrian bridges over the South Fork Tule River. One of the bridges is currently existing but experienced damage during past flooding and will be replaced under the project. The other bridge is newly proposed and will interconnect Cow Mountain Road with the pedestrian corridor to the Justice Center. It is unknown, at present, whether either bridge will require the placement of structures or materials below the river's ordinary high water mark, which represents the typical extent of USACE jurisdiction. Any impacts that do occur within the jurisdictional area of the river would be extremely small-scale and are not expected to affect the function and value of this aquatic resource. Project impacts to waters of the U.S. are not considered to be significant. However, depending on bridge design, permits from the USACE and EPA may be required." (BE, page 37). Therefore, based on the analysis and information provided herein,

and in the BE prepared by qualified consultants LOA, the Project would result in a *less than significant impact.*

Mitigation Measures: None required.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery Sites?

Less Than Significant Impact: As indicated in the BE, "The reach of the South Fork Tule River passing through the study area is likely to function as a regionally important wildlife movement corridor. As discussed, two project components are proposed within the river corridor: replacement of an existing pedestrian bridge and construction of a new pedestrian bridge. While bridge construction is occurring, there will be an elevated level of disturbance at these two locations, which may cause terrestrial wildlife to shift their movements away from the work areas. Following construction, disturbance levels at these locations will drop, but will remain somewhat above baseline due to the introduction of intermittent pedestrian traffic across the river corridor. The river corridor is 250 to 350 feet wide at the proposed bridge sites and contains substantial hiding cover, with opportunities for movement on either side of the channel. Although terrestrial wildlife moving along the river corridor may experience new anthropogenic disturbance as a result of bridge development, the project is not expected to significantly interfere with wildlife use of this corridor. Project impacts to wildlife movement corridors are not consider to be significant." (BE, page 38). Therefore, based on the analysis and information provided herein, and the BE prepared by qualified consultants LOA, the Project would result in a *less than significant impact*.

Mitigation Measures: None required.

e)Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact: As indicated in the BE, "It is assumed that the project will be implemented in a manner consistent with any Tribal policies or ordinances that pertain to biological resources. (BE, page 38)

As such, based on the analysis and information provided herein, and the BE prepared by qualified consultants LOA, there would be *no impact.*

Mitigation Measures: None required.

f)Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or another approved local, regional, or state habitat conservation plan?

Less than Significant Impact: The Project Site is not located within the boundaries of any adopted Habitat Conservation Plan, Natural Communities Conservation Plan, or other approved local, regional, or state habitat conservation plan. As noted in the BRE, "It is assumed that the project will be implemented in a manner consistent with any Tribal policies or ordinances that pertain to biological resources." (BE, page 38)

Therefore, based on the analysis and information provided herein, and on the BE prepared by qualified consultants LOA, there would be a *less than significant impact*.

Mitigation Measures: None required. As noted in the BE, "It is assumed that the project will be implemented in a manner consistent with any Tribal policies or ordinances that pertain to biological resources." (BE, page 38). As such, there would be a *less than significant impact.*

Mitigation Measures:

The following recommended mitigation measures are excerpted from the BE prepared by qualified consultants Live Oak Associates. The numbering format from the BE has been revised to reflect the format used in this MND. The recommended mitigation measures, in their original format contained in the BE, can be found in their entirety in Appendix B.

Special Status Plants

BIO-4.1a (Protocol-level Surveys). Prior to the start of bridge construction, or any other project activity in the river corridor, protocol-level rare plant surveys will be conducted within the associated work areas. The surveys will be conducted when local populations of the target species are in bloom, as determined through visits to reference populations and/or consultation with local botanists. The general blooming windows are April-May for the rose-flowered larkspur, March-May for the calico monkeyflower, and March-April for the Munz's iris.

BIO-4.1b (Avoidance). Any individuals or populations of the rose-flowered larkspur, calico monkeyflower, or Munz's iris found during the surveys will be avoided by project activities to the maximum extent feasible. A qualified biologist will identify an appropriate construction-free zone around populations to be avoided. Construction-free zones will be delineated on the ground with temporary construction fencing and maintained for the duration of project activities.

BIO-4.1c (Salvage and Relocation). If it is not feasible to avoid some or all of any rose-flowered larkspur, calico monkeyflower, or Munz's iris individuals or populations found on site, those plants that cannot be avoided will be salvaged and relocated to alternative habitat by a qualified botanist following the provisions of a salvage, relocation, and monitoring plan.

Alternative habitat must be in an area protected from herbicide application, excessive grazing, and other deleterious impacts.

Monarch Butterfly

BIO-4.2a (Milkweed Survey). Prior to the start of bridge construction, a qualified biologist will survey the associated work areas for milkweed plants. The survey will be conducted at a time of year when milkweed is readily identifiable. The objective of the survey will be to tally and map all milkweed plants that could potentially be impacted by project activities.

BIO-4.2b (Construction Timing). If feasible, no milkweed plants will be removed during the period when monarchs are most likely to breed in the project vicinity, March to August.

BIO-4.2c (Compensatory Mitigation). Any milkweed plants that are removed by the project will be replaced at a 3:1 ratio in accordance with a revegetation plan prepared by a qualified biologist. The planting site(s) must be in similar or higher quality habitat to the habitat that was impacted, in area(s) that will not be mowed or treated with pesticides or herbicides.

Crotch's bumble bee

BIO-4.3a (Construction Timing). If feasible, all bridge construction activities will take place between October and February, outside of the period in which Crotch's bumble bee nests are typically active.

BIO-4.3b (Preconstruction Surveys). If bridge construction must occur between March and September, then a qualified biologist will conduct preconstruction surveys for the Crotch's bumble bee within the associated work areas. To maximize detection, the surveys will be conducted on warm, sunny days (65-90 degrees F) when there is low wind (less than 8 mph).

The surveys will be conducted by walking meandering transects through the work areas, while visually searching for bumble bees and potential nest sites. Any bumble bees that are observed will be followed and, if possible, photographed once they alight on a plant, highlighting the following features to aid identification:

- Face, including cheek length
- Top of the head
- Banding on the abdomen
- Color pattern on the thorax

At any burrows or other underground features that exhibit concentrated bumble bee activity, the surveyor will monitor activity to determine nesting status.

BIO-4.3c (Avoidance). Any suspected Crotch's bumble bee nests that are discovered during the surveys will be avoided by an appropriate setback during bridge construction activities, until the biologist determines the nest is no longer active.

Western Pond Turtle

BIO-4.4a (Preconstruction Surveys). Within 24 hours prior to the start of bridge construction at each location, a qualified biologist will conduct a preconstruction survey for western pond turtles in the associated work area.

BIO-4.4b (Relocation). The biologist will capture and relocate any turtles found within the work areas during the surveys. Turtles will be relocated to suitable alternative habitat within the river corridor, well outside of work area boundaries.

BIO-4.4c (Employee Education Program). Prior to the start of bridge construction, workers will receive training on western pond turtle identification and life history and the project-specific measures required for this species' protection.

BIO-4.4d (Site Inspections and Turtle Avoidance/Relocation). During bridge construction, construction staff will regularly inspect the work area for western pond turtles. At a minimum, this will include (1) checking for turtles under and around any parked vehicles or equipment prior to their operation, (2) scanning the ground for turtles while operating vehicles or equipment, and (3) checking any open trenches or other excavations for trapped turtles at the beginning and end of each work day.

BIO-4.4e (Avoidance). If any turtles are observed on site while work is occurring, work in the immediate area will cease and turtles will be allowed to leave the construction zone of their own volition, if feasible. If necessary, a qualified biologist will capture and relocate such turtles as described above under Mitigation Measure 4.1.4b.

Northern California Legless Lizard

BIO-4.5a (Preconstruction Surveys). Within 24 hours prior to the start of bridge construction at each location, a qualified biologist will conduct a preconstruction survey for northern California legless lizard in the associated work area. The survey will entail visually searching all terrestrial habitats of the work areas and will include gently raking leaf litter and turning over rocks, logs, and other features that could serve as refugia for individuals of this species.

BIO-4.5b (Relocation). The biologist will capture and relocate any legless lizards found within the work areas during the surveys. Lizards will be relocated to suitable alternative habitat within the river corridor, outside of work area boundaries.

Nesting Birds and Raptors

BIO-4.6a (Construction Timing). If feasible, the project will be constructed between September 1 and January 31, outside of the avian nesting season.

BIO-4.6b (Preconstruction Surveys). If construction is to occur between February 1 and August 31, a qualified biologist will conduct pre-construction surveys for active bird nests within 10 days prior to the start of any work within this period. The survey area will encompass the work area(s) and surrounding lands within 500 feet for nesting raptors and 250 feet for other nesting birds.

BIO-4.6c (Avoidance of Active Nests). Should any active nests be discovered in or near proposed construction zones, the biologist will identify a suitable construction-free buffer around the nest. The buffer distance will be determined based on species biology, site-specific conditions, and the level of project-related disturbance that is anticipated near the nest(s) in question. Buffers will be identified on the ground with flagging or fencing and will be maintained until the biologist has determined that the young have fledged and are capable of foraging independently.

Tree roosting bats including Pallid Bat

BIO-4.7a (Construction Timing). If feasible, project-related tree removal will occur outside of the period between April 15 and September 30. This is the time frame within which colony-roosting bats in the vicinity generally assemble, give birth, nurse their young, and ultimately disperse.

BIO-4.7b (Pre-construction Surveys). Within 10 days prior to the removal of any mature trees, a qualified biologist will survey these features for roosting bats. The biologist will look for individuals, guano, and staining, and will listen for bat vocalizations. If necessary, the biologist will wait for nighttime emergence of bats from roost sites.

BIO-4.7c (Avoidance of Maternity Roosts). Should any active maternity bat roosts be discovered, the biologist will identify a suitable construction-free buffer around the roost(s). The buffer will be identified on the ground with flagging or fencing, and will be maintained until the biologist has determined that the nursery is no longer active.

BIO-4.7d (Humane Eviction of Non-breeding Bats). If a non-breeding bat colony is found, the individuals will be humanely evicted, under the direction of a qualified biologist, to ensure that bats are not physically harmed by tree removal.

Sensitive Natural Communities

BIO-4.8a (Tree Survey). Prior to project construction, a qualified biologist will survey all portions of the river corridor that are proposed for direct impact. All trees and shrubs within

these areas will be identified to species and mapped, and their diameter at breast height (DBH) will be recorded. At the end of construction, a qualified biologist will repeat the survey to quantify the tree and shrub removal that occurred.

BIO-4.8b (Replacement Plantings). Replacement plantings will be provided as compensation for removal of any riparian trees or shrubs with a DBH of 4 inches or greater. Plantings will be installed at a ratio of 3:1 for impacted trees/shrubs with a DBH between 4 and 24 inches, and at a ratio of 10:1 for impacted trees with a DBH greater than 24 inches. All plantings will be monitored annually for a minimum of five years. A revegetation plan will be prepared for the project that will detail the methods for planting, irrigating, and maintaining the replacement trees and shrubs.

Therefore, based on the analysis and information provided herein, and the Mitigation Measures recommended in the BE prepared by qualified consultants LOA, there would be *a less than significant impact*.

Cumulative Impact: Less Than Significant

Biological resources can be both region-wide or limited to a particular location with suitable habitat to support a biological resource (i.e., plant (e.g., flower or tree), amphibian, bird, reptile, mammal, etc.). Within the Study Area of the BE, special status species and habitat were investigated and documented to determine the potential level of impacts associated with the Project. It is noted that the BE also investigated potential impacts associated with an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or another approved local, regional, or state habitat conservation plan. Therefore, based on the analysis and information provided herein, and implementation of the Mitigation Measures recommended in the BE prepared by qualified consultants LOA, the Project would result in a *less than significant cumulative impact*.

V. CULTURAL RESOURCES

Would the Project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	☐	☐	☐	☑
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☑	☐	☐
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☑	☐	☐

It is noted that this IS/MND will rely on information provided by the Cultural Resources Assessment (CRA) prepared by qualified consultants Soar Environmental Consulting (Soar), including participation by Tribal representatives, was used to determine impacts to Cultural and Tribal Cultural Resources and is included as Appendix C. Where necessary, and if available, additional site-specific facts, data, information, etc., are included in this discussion. Results from a California Historic Resources Information System(CHRIS) search conducted on February 24, 2026, and a responses from the Native American Heritage Commission (NAHC) sacred lands files search (January 20, 2026 and February 24, 2026) are available in Appendix C.

SETTING

As excerpted from the CRA "This section of the report summarizes information regarding the physical and cultural setting of the Project area, including prehistoric, ethnographic, and historic contents of the general area. Several factors, including topography, biological resources, and available water sources, affect the nature and distribution of periods of cultural activity in an area. This background provides context for understanding the nature of the cultural resources that may be identified within the project region." (CRA, page 10).

Environmental Setting

"The Project area is located at an elevation range of ~900 ft. to 7,500 ft. in the Tule River Indian Reservation, in the southeastern region of Tulare County, approximately 15 to 20 miles east and southeast of the city of Porterville, California, on the eastern border of Porterville, California, within the Southern San Joaquin Valley.

The San Joaquin Valley is 250 miles long, extending from San Joaquin County in the North to Kern County in the South. The San Joaquin Valley borders on: Sierra Nevada (east), Sacramento-San Joaquin River Delta (north), Coast Range, San Francisco Bay (west), and Tehachapi Mountains (south) (California Department of Fish and Wildlife, 2005).

The region features rugged foothills and towering peaks of the southern Sierra Nevada mountains. Key landforms include the Sierra Nevada Foothills — the reservation lies amid the steep, rugged southern Sierra Nevada foothills, marked by dramatic canyons and prominent granite outcrops.
Slate Mountain — This peak, the highest in the South Fork Tule River Watershed at approximately 9,100–9,302 feet (sources vary slightly on exact summit elevation), rises as a dominant feature.

Other Prominent Peaks — Notable summits within or along the reservation boundaries include Solo Peak, Black Mountain, Mule Peak, and Cow Mountain.

Yowlumne Hills — This expansive 17,030-acre area of rolling hills and savannah-like landscapes, recently restored to the Tule River Indian Tribe in October 2025, acts as a vital ecological and cultural bridge linking the San Joaquin Valley floor to the higher Sierra Nevada mountains (Governor's Office, 2025).

Painted Rock, a sacred site featuring ancient petroglyphs, is located within the reservation boundaries. Geologically, the area includes metasedimentary rocks such as schist and slate, as well as limestone and dolomite deposits near the now-inactive Tule River tungsten mine (Tule River Indian Tribe, 2014).

The Tule River Indian Reservation features a dramatic elevational gradient of approximately 6,700 feet, rising sharply from the Central Valley foothills westward to the high peaks of the Sierra Nevada in the east. This steep ascent forms a "staircase" of varied environmental zones, influencing soil types, vegetation, and overall ecology across the rugged, rocky landscape that slopes upward from west to east. As elevation increases, distinct life zones emerge in a predictable progression, each supporting unique plant communities typical of the western Sierra Nevada slopes:

Below 3,000 ft:	Foothill woodlands and grasslands, often featuring blue oak, interior live oak, and savanna-like areas.
3,000–4,500 ft:	Chaparral and scrub woodlands.
4,500–5,500 ft:	Transition zone with ponderosa pine dominance.
5,500–7,000 ft:	Mixed-conifer forests, including species like incense cedar, sugar pine, white fir, and occasional giant sequoia.
Above 7,000 ft:	Subalpine forests with true firs and other high-elevation conifers.

This gradation in elevation—and the resulting variations in water availability, soil characteristics, and vegetation—directly shapes where people can settle, farm, and use

resources on the reservation, with lower elevations generally supporting communities and agriculture, while higher elevations focus on forest resources.

The average annual precipitation in the Southern San Joaquin Valley is from less than 4 inches in the southwest to about 10-15 inches in the east. Rainfall is highly seasonal, occurring mainly in winter. The South San Joaquin Valley has a hot-summer Mediterranean climate, characterized by extremely hot, arid summers and cold, foggy winters. Temperatures typically range from 39° to 98°F annually, rarely dropping below 29°F or exceeding 105°F. The frost-free season averages ~303 days (California Climate Commons, 2018)

- Soil Changes with Elevation: At lower elevations, particularly on the toe slopes, you'll find Tule loam—soft, loose, and easy to work with. As elevation increases, soils become noticeably rockier and much less developed, often consisting of loose, unconsolidated gravel and sand deposits.
- Water Supply Dynamics: Most water diversion for human use occurs in the lower sections of the river, yet these areas experience significant reductions in flow during late summer. In contrast the higher elevations function as the basin's essential "water towers," where accumulated snowpack provides the primary and most reliable source of water for the entire watershed Tule River Parkway Association, 2021" (CRA, pages 10-11).

"The Project area consists of a mix of native plants, and extensive fauna is known locally. The Tule River Indian Reservation, located on the western slopes of California's Sierra Nevada, spans a remarkable elevation range of roughly 6,700 feet—from about 900–1,000 feet in the western lowlands to peaks like Parker Peak near 7,600–7,643 feet. This steep gradient creates a classic sequence of Sierra vegetation zones. In the foothill zone (generally below ~3,000 feet), grasslands transition into oak woodlands and savannas (Schoenherr, 1992; Tule River Indian Tribe, 2024; Tule River Parkway Association, 2021)" (CRA, page 12). A complete list of flora and fauna are provided in the CRA, page 12.

"Surface soils consist of 80% Blasingame Sandy Loam series to the south, 50% Blasingame—Rock outcrop complex in the northern area, and Xerofluvents, flooded, in between. To the north is the Blasingame outcrop complex, and to the south is the Blasingame Sandy Loam.

The Blasingame Sandy Loam is 20-40 inches to paralithic bedrock. It is well-drained and formed into quartz residuum, weathered from diorite. The Blasingame soil series is made up of grayish-brown fine sandy loam at the surface with fine sandy loam below. It is located on the foothills with a slope percentage of 15-30%.

The Blasingame-Rock outcrop complex is 20-40 inches to paralithic bedrock. It is well-drained and formed into residuum from quartz, weathered from diorite. The Blasingame-Rock outcrop complex soil series consists of grayish-brown fine sandy loam at the surface, with brown fine sandy loam below. It is located in the foothills with a slope percentage of 9-50%.

The Xerofluvents are flooded active, recurring inundation by stream overflow that deposits new sediment and dictates the dry-wet climate cycle of the soil (USDA-United States Department of Agriculture, 1980). and is more than 80 inches deep. It is poorly-drained and is formed out of alluvium derived from igneous rock. The Xerofluvents are flooded and more than 80 inches deep. It is poorly-drained and is formed of alluvium derived from igneous rock. The Xerofluvents, flooded, are variable from 0 to 60 inches. It is located in valleys, with a slope percentage of 0-5% (United States Department of Agriculture, 1980)." (CRA, page 13).

Cultural Setting

As noted in the CRA, "Cultural resources include prehistoric-era archaeological sites, historic-era archaeological sites, Native American traditional cultural properties, sites of religious and cultural significance, and historical buildings, structures, objects, and sites. The importance of any single cultural resource is defined by the context in which it was first created, current public opinion, and evolving, modern analysis. From the analytical perspective, temporal and geographic considerations help to define the historical context of the Project area. The importance of a cultural resource is in part determined by the context in which it originated or developed. National Park Service Bulletin 16a (1997) describes a historic context as "information about historic trends and properties grouped by an important theme in the prehistory orhistory of a community, state, or the nation during a particular period of time." Context links an existing property to important historic trends, providing a framework for determining its significance. Given this, a major goal of the historian is to determine accurate themes of analysis, a task that can only be undertaken through a thorough review of previous researchers' ideas and the literature on the resources. In California, historians have divided the past into broad categories based on climate models, archaeological dating, and written histories. Paleontologists divide time into much larger segments, with defined and named periods that become shorter as the modern era is reached. For the purposes of this analysis, the following periods in history are summarized below." (CRA, pages 14-15).

Prehistoric Setting

The original inhabitants of the San Joaquin Valley were the Yokuts (also spelled Yokut), a group of Native American peoples comprising up to around 50–60 related tribes or dialect groups who spoke Yokut languages. They traditionally lived along rivers, creeks, and waterways that descend from the Sierra Nevada mountains, as well as around Tulare Lake. Today, descendants of these Yokuts people reside on the Tule River Indian Reservation, where they actively pursue goals of tribal sovereignty, self-governance, and economic self-sufficiency on their ancestral lands (Tule River Indian Tribe, 2024).

Climate change isn't a recent development. The region we now know as California has experienced cycles of warming and cooling, along with shifts between wet and dry conditions, which have long influenced its landscapes and the lives of its inhabitants. Some of the state's

oldest human artifacts—fluted spear points—have been discovered along the shores of Tulare Lake in the southern San Joaquin Valley. These tools date back to the close of the last Ice Age, roughly 13,500 to 11,500 years ago, soon after major glaciers retreated across much of North America. We know relatively little about the earliest people of California's Great Central Valley who crafted and used these implements, but they appear to have been nomadic groups that migrated in pursuit of game animals and seasonally available plants.

Between approximately 8,000 and 4,500 years ago, warmer, drier conditions accelerated the melting of the remaining glaciers and ice sheets in North America, Europe, and Asia. This meltwater drove a significant global rise in sea levels. The advancing Pacific Ocean inundated low-lying coastal areas, forming what are now San Francisco and San Pablo Bays, as well as the Sacramento-San Joaquin Delta. This marshy delta teemed with resources—fish, waterfowl, turtles, and mammals like vast herds of tule elk—enabling human groups to establish more permanent villages and remain in one location for extended periods. In contrast, other areas of present-day California grew extremely arid, making survival more challenging for residents there.

From about 4,000 to 1,000 years ago, the climate shifted to cooler conditions resembling today's patterns. Greater rainfall and snowmelt replenished previously dry lake beds and increased river flows into the Valley and Delta. Native populations in the state expanded substantially and thrived over these three millennia. Many archaeological deposits at site CA-SJO-3, for instance, date to the later part of this era, around 1,600 to 1,300 years ago.

Around 1,000 years ago, significant disruptions struck portions of California and the broader West. Archaeological records show heightened evidence of conflict and the abandonment of numerous settlements. Many researchers attribute this to extended droughts combined with growing human populations vying for scarce resources—a pattern still evident in various parts of the world today. Yet in California's Great Central Valley, major villages persisted, and new groups migrated into the region. The abundant Sacramento and San Joaquin Rivers ensured reliable supplies of food and water, sustaining a dynamic and resilient population. About 450 years ago, Indigenous communities in the Valley continued to expand, with shifting tribal boundaries. California's Native population likely peaked around this time, just before the arrival of Spanish soldiers and missionaries, whose presence triggered profound and devastating transformations.

Today, the Great Central Valley bears the deep imprint of human modification. Many Sierra-fed rivers are now dammed and their natural flows regulated. Rivers and sloughs that once wandered freely and flooded during winter storms are confined by levees, engineered channels, and irrigation ditches. Vast marshes have been drained for housing and development, while arid zones have been transformed into irrigated farmland. Numerous native animals have vanished or declined sharply—the grizzly bear has been extirpated from the state, and once-expansive herds of tule elk and pronghorn are now confined to small, scattered populations. (Norton, 2009).” (CRA, pages 15-16).

Ethnographic Setting

As descrbied in the CRA, “The project area lies within the traditional territory of the Penutian-speaking Yokuts people, who historically inhabited the southern San Joaquin Valley and adjacent portions of the Sierra Nevada. Key ethnographic accounts of the Yokuts come from sources such as Powers (1971, 1976 [originally 1877]), Kroeber (1925), Gayton (1930, 1948), Driver (1937), Latta (1977), and Harrington (n.d.). Due to various historical factors, much of the available documentation focuses on the central Yokuts groups, particularly those in the valley and Sierra foothills. The northern Yokuts experienced significant impacts from Euro-American settlement during the Gold Rush, resulting in a sharp population decline before major ethnographic work began in the early 20th century. Southern groups experienced partial displacement through Spanish missions and later incorporation into multi-tribal communities at places such as the Sebastian Indian Reservation (on Tejon Ranch), the Tule River Reservation, and the Santa Rosa Rancheria farther north. This has resulted in relatively limited ethnographic detail for the southern valley Yokuts compared to the richer records from central foothill groups, where speakers of Yokuts dialects persist today.

Despite these gaps, core aspects of Yokuts' lifeways—such as subsistence strategies shaped by the environment and religious beliefs and practices—were broadly consistent across their territory. This lack of specificity is especially noticeable regarding the distribution of southern valley tribal groups. The San Joaquin Valley floor, including the study area, was home to southern valley Yokuts speakers, who were organized into numerous autonomous tribelets with boundaries that remain poorly defined. Among them: The Yauelmani (also spelled Yawelmani or Yowlumne) occupied areas from the Kern River vicinity (near modern Bakersfield) southeastward to the Tejon Ranch area. The Hometwali centered around Kern Lake. The Tulamni lived along the western side of Buena Vista Lake and extended into the Temblor foothills, at least as far as McKittrick. The Tuhohi inhabited regions from the Kern River delta northward to the Goose Lake area and westward to sloughs near Buttonwillow.

Yokuts settlements reached up to—but generally did not enter—the canyon mouths along the northern and western slopes of the Tehachapi Mountains, extended well into the Sierra Nevada foothills and lower elevations on the east, and reached the crest of the Temblor Range on the west. As Penutian speakers, the Yokuts were linguistically connected to northern groups in the San Joaquin Valley. Yokuts settlement patterns showed considerable uniformity across groups. Winter villages were usually situated along lake shores and major streams (as they existed around AD 1800), while seasonal family camps dispersed to higher spots on the valley floor and near resource-gathering areas in the foothills. Most Yokuts groups, including those mentioned, functioned as distinct tribelets—land-owning units centered on a main village, united by shared territory and common ancestry. Tribelet populations typically ranged from about 150 to 500 individuals (Kroeber, 1925). Leadership in each tribelet was vested in a chief, supported by assistants, with the winatum (herald, messenger, and assistant chief) being especially prominent.

A shaman held a key religious role. Although shamans lacked formal political power, they wielded considerable influence within the community, as Gayton (1930) illustrates. Shamanism, widespread among Native American groups, involved a personal connection to the supernatural achieved through trance states, often induced by psychotropic plants such as jimsonweed or, more commonly, native tobacco. Shamans were viewed as possessing exceptional supernatural abilities; they acted as healers, diviners, and controllers of natural forces (e.g., rain or thunder). They also created the region's rock art, which depicted visions from quests involving spirit helpers and supernatural events (Whitley, 1992, 2000). Shamanism played a central role in the Yokuts' religious life, as evidenced by their annual ceremonial cycle. This yearly round followed a consistent pattern: it began in spring with the Jimsonweed ceremony, followed by the rattlesnake dance and (where relevant) first salmon rites. After summer seed-gathering camps, fall ceremonies included the mourning ceremony, first seed and acorn rituals, and the bear dance (Gayton, 1930). Shamans officiated at these events, leading dances that showcased their supernatural powers (Kroeber, 1925).

Subsistence varied somewhat by local environment and tribelet, but acorns formed a staple food across Yokuts territory, supplemented by various gathered seeds. Valley groups also relied heavily on lake and river resources, including fish and waterfowl. Like many California Native groups, Yokuts followed a seasonal pattern: aggregating in larger winter villages supported by stored foods (especially acorns), then dispersing into smaller family-based camps to exploit seasonal resources. Although estimates differ and populations were severely reduced by Euro-American diseases and disruption, the Yokuts ranked among California's largest and most successful Indigenous groups. Cook (1978) suggested their region held about 27 percent of the state's pre-contact Aboriginal population, with some estimates even higher. Today, many Yokuts descendants continue to live in the southern San Joaquin Valley." (CRA, pages 16-17)

Indigenous Groups of the Tule River Region Yokuts (The Majority Group)

The Yokuts were the primary inhabitants of the southern San Joaquin Valley. Historically, they comprised approximately 60 distinct tribes and more than 50 dialect groups.

- Vicinity Tribes: The Koyeti lived in the western lowlands, while the Yandanchi (also known as Yaudanchi) occupied the eastern foothills near the North and Middle Forks of the Kaweah River.

- Other Key Bands: Prominent Yokuts groups associated with the Tule River Tribe today include the Yowlumne and Wukchumni. Historical records also mention several other bands that lived on the original Tule River Farm/reservation, including the Chunuts, Yokodo, Kaweah, Punkalachi, and Kumaachisi.

Western Mono (Monache)

The Western Mono are a Shoshonean-speaking people whose traditional territory extended along the western slope of the Sierra Nevada, between the Fresno and Tule Rivers. They primarily occupied the higher foothills and the upper drainage of the Kaweah River, spending most of the year in the lower hill country.

Tubatulabal ("Pine-Nut Eaters")

The Tubatulabal are indigenous to the Kern River Valley and are considered among the earliest permanent residents of that area. Their traditional culture shared many similarities with the Yokuts. They also served as important intermediaries in extensive trade networks linking the Great Basin, the Central Valley, and coastal groups.

Additional Groups Relocated Before 1873

- Owens Valley Paiute: After the Owens Valley Indian War of 1863, roughly 350 Owens Valley Paiutes were forcibly relocated from Fort Tejon to the Tule River Farm. This relocation nearly doubled the settlement's population at the time.

- Other Scattered Bands: The 1873 Executive Order formally designated the Tule River Reservation as a home for displaced "scattered bands," including groups from the Kings River and Monache Cajon areas. Many of these people had been driven from their lands by the Gold Rush and expanding settler encroachment.

The Tule River Indian War of 1856

The Tule River Indian War was a short but intense six-week conflict that took place in the southern San Joaquin Valley in 1856. It was fought primarily between local Yokuts tribes and settler-led militias, later drawing in the California State Militia and the U.S. Army. The war represented the breaking point after years of rising tensions caused by settler encroachment on indigenous lands and repeated failures by the U.S. government to honor its promises.

Failed Treaties

In 1851, the U.S. government negotiated 18 treaties with California tribes (including the Treaty of Point Creek), promising to protect their lands and resources. In a secret vote in 1852, the U.S. Senate rejected all of them, leaving the tribes without legal protection or the food supplies they had been promised.

The Pretext

The conflict was triggered by rumors that Native Americans had stolen 500 head of cattle and burned a sawmill. Later investigations showed that only a single calf had been taken for a

wedding feast and that the exaggerated claims were largely used as a pretext by settlers to justify clearing Indigenous people from the land.

Outcome and Impact

- Casualties: Roughly 100 Native Americans lost their lives during the war, while settler casualties were limited to a few wounded.
- Creation of the Reservation: In response to the violence and to prevent widespread starvation, the U.S. government established the Tule River Farm (the forerunner of today's Tule River Indian Reservation) later that same year.

- Historical Legacy: Many historians regard the Tule River War as an avoidable tragedy. They argue that settlers exploited minor incidents as an excuse for the "wanton killing" and forced displacement of Indigenous groups." (CRA, pages 17-19).

Historic Setting

In California, the historic era is divided into three general periods: the Spanish or Mission Period (1769 to 1821), the Mexican or Rancho Period (1821 to 1848), and the American Period (1848 to present). The mission system, which ultimately established 21 missions between 1796 and 1822, consisted of missions, presidios, and pueblos, and was designed to convert the indigenous peoples of California to Christianity and assimilate them under Spanish rule (Gudde, 1998).

The Spanish Period saw exploration and the establishment of the San Diego Presidio and missions at San Diego (1769) and San Luis Rey (1798), and Asistencias (chapels) to the San Diego Mission at Santa Ysabel (1818) and to the San Luis Rey Mission at Pala (1816). Horses, cattle, agricultural foods, and weed seeds, and a new architectural style and method of building construction were also introduced. Spanish influence continued after 1821, when California became part of Mexico, yet the missions continued to operate for a short time longer, and laws governing land distribution were retained.

In 1821, Mexico won independence and control of the Spanish American colonies from Spain. Land was allowed to be redistributed, and the native neophytes were freed from church jurisdiction as a result of the Secularization Act of 1833. During this period of secularization, the Mexican authorities in Alta California made numerous large land grants on former mission properties; many became private ranches, or ranchos; the vast majority were issued by the Mexican government (Robinson, 1979). The Mexican Period ended in 1848 as a result of the Mexican-American War.

The American period began with the signing of the Treaty of Guadalupe Hidalgo between Mexico and the United States in 1848. As a result of the treaty, the former Mexican province of Alta California became part of the United States as the territory of California. Rapid population increase occasioned by the Gold Rush of 1849 allowed California to become a state in 1850.

Most Mexican land grants were confirmed to the grantees by U.S. courts, but usually with more restricted boundaries, which were surveyed by the U.S. Surveyor General's office.

The original inhabitants of the San Joaquin Valley were the Yokut-speaking tribes- about 50 dialect groups occupying the territory along the rivers and creeks flowing from the Sierras and around the Tulare Lake. Their descendants today on the Tule River Indian Reservation continue to have the goal of self-government and self-sufficiency on the land.

When gold was discovered in 1848, California was under American military occupation in the war against Mexico. Thousands of American prospectors poured into the territory. California statehood followed in 1850, and everything changed for the native people of the Great Central Valley. Although Spain, and later Mexico, had sent forays into the interior of California for a century and a half, the Indians of the foothills of the Sierras were relatively well protected. They were the safest of any California Indians from military expeditions, capture, and forced conversion at the missions. With the Gold Rush and California statehood, disease decimated the population.

The ravages of disease were compounded by injustice and starvation. In 1860, the Indian population in California was only 20% of what it had been ten years earlier (Norton, 2009). (CRA, pages 19-20).

Regulatory Setting

Federal

As noted in the CRA, "Federal regulations for cultural resources are governed primarily by Section 106 of the National Historic Preservation Act (NHPA) of 1966. Section 106 of the NHPA requires Federal agencies to consider the effects of their undertakings on historic properties and affords the Advisory Council on Historic Preservation a reasonable opportunity to comment on such undertakings. The Council's implementing regulations, "Protection of Historic Properties," are found in 36 Code of Federal Regulations (CFR) Part 800. The goal of the Section 106 review process is to provide a measure of protection to sites determined eligible for listing on the National Register of Historic Places. The criteria for determining National Register eligibility are found in 36 CFR Part 60. Amendments to the NHPA (1986 and 1992) and subsequent revisions to the implementing regulations have, among other things, strengthened the provisions for Native American consultation and participation in the Section 106 review process. While federal agencies must follow federal regulations, most projects by private developers and landowners do not require this level of compliance. Federal regulations only come into play in the private sector if a project requires a federal permit or uses federal funds." (cr, page 5)

State

California Environmental Quality Act (CEQA)

Under CEQA, a historical resource is a resource listed in, or determined to be eligible for listing in, the CRHR. Historical resources may include, but are not limited to, "any object, building, structure, Site, area, place, record, or manuscript which a lead agency determines to be historically or archaeologically significant" (PRC §5020.1[j]). In addition, a resource included in a local register of historical resources or identified as significant in a local survey conducted per the state guidelines is also considered a historic resource under California Public Resources Code (PRC) Section 5020.1.

CEQA details appropriate measures for the evaluation and protection of cultural resources in §15064.5 of the CEQA Guidelines. According to CEQA guidelines §15064.5 (a)(3), the criteria for listing on the CRHR includes the following:

1. *Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage.*
2. *Is associated with the lives of persons important in our past.*
3. *Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.*
4. *Has yielded, or may be likely to yield, information important in prehistory or history.*

According to CEQA guidelines §21074 (a)(1), criteria for tribal cultural resources includes the following:

Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either of the following:

1. *Included or determined to be eligible for inclusion in the California Register of Historical Resources.*
2. *Included in a local register of historical resources as defined in subdivision (k) of Section 5020.1.*

Protection of cultural resources within California is additionally regulated by PRC §5097.5, which prohibits the destruction, defacing, or removal of any historic or prehistoric cultural features on land under the jurisdiction of State or local authorities.

California Register of Historical Resources

In California, the term "historical resource" includes "any object, building, structure, site, area, place, record, or manuscript which is historically or archaeologically significant, or is significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California" (California PRC § 5020.1[j]) (State of California, 2021). In 1992, the California legislature established the California Register of Historical Resources

(CRHR) "to be used by state and local agencies, private groups, and citizens to identify the state's historical resources and to indicate what properties are to be protected, to the extent prudent and feasible, from substantial adverse change" (California PRC § 5024.1(a)). The criteria for listing resources on the CRHR, enumerated below, were developed to align with previously established criteria for listing in the NRHP. According to California PRC § 5024.1(c) (1–4), a resource is considered historically significant if it (i) retains "substantial integrity," and (ii) meets at least one of the following criteria:

1) Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage.
2) Is associated with the lives of persons important in our past.
3) Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.
4) Has yielded, or may be likely to yield, information important in prehistory or history

To understand the historic importance of a resource, sufficient time must have passed to obtain a scholarly perspective on the events or individuals associated with the resource. A resource less than 50 years old may be considered for listing in the CRHR if it can be demonstrated that sufficient time has passed to understand its historical importance (14 CCR 4852[d][2]).

The CRHR protects cultural resources by requiring evaluations of the significance of prehistoric and historic resources. The criteria for the CRHR are nearly identical to those for the National Register of Historic Places (NRHP), and properties listed or formally designated as eligible for listing in the NRHP are automatically listed in the CRHR, as are state landmarks and points of interest. The CRHR also includes properties designated under local ordinances or identified through local historical resource surveys.

Health and Safety Code, Section 7050.5(b) and CEQA Section 15064.5

Section 7050.5(b) of the California Health and Safety Code specifies protocol when human remains are discovered during activities involving ground disturbance. If human remains are discovered or identified in any location other than a dedicated cemetery, there should be no further disturbance or excavation nearby until the county coroner has determined the area is not a crime scene that warrants further investigation into the cause of death and made recommendations to the persons responsible for the work in the manner provided in PRC Section 5097.98. This section provides guidance for proceeding when human remains associated with Native American burials and associated items are encountered. CEQA Guidelines Section 15064.5(e) requires that excavation activities stop whenever human remains are uncovered during a project or activity, and that the county coroner be called in to assess the remains. If the county coroner determines that the remains are Native American, the Native American Heritage Commission (NAHC) must be contacted within 24 hours. At that

time, the lead agency must consult with the appropriate Native American descendants, if any, as identified by the NAHC. Under certain circumstances, the lead agency (or applicant), is required to develop an agreement with the Native American descendants for the treatment and disposition of the remains. In addition to the mitigating provisions pertaining to accidental discovery of human remains, Section 15064.5(f) of the CEQA Guidelines also requires that a lead agency make provisions for the accidental discovery of historical or archaeological resources, generally. These provisions should include an immediate evaluation of the find by a qualified archaeologist. If the find is determined to be a Historical Resource or Unique Archaeological Resource, avoidance measures should be implemented, or appropriate mitigation should be available.

Public Resources Code Section 5097.9 PRC Section 5097.9 states that no public agency or private party on public property shall interfere with the free expression or exercise of Native American religion. The code further states that: …nor shall any such agency or party cause severe or irreparable damage to any Native American sanctified cemetery, place of worship, religious or ceremonial site, or sacred shrine located on public property, except on a clear and convincing showing that the public interest and necessity so require. County and city lands are exempt from this provision, except for parklands larger than 100 acres. Government Code Section 65352.3-5 (Senate Bill 18) California Government Code Section 65352.3-5, formerly known as Senate Bill (SB) 18, states that prior to the adoption or amendment of a city or county's general plan, or specific plans, the city or county shall consult with California Native American tribes that are on the contact list maintained by the NAHC. The intent of this legislation is to preserve or mitigate impacts on places, features, and objects, as defined in PRC 5097.9 and PRC 5097.993, that are within the city or county's jurisdiction. The bill also states that the city or county shall protect the confidentiality of information concerning the specific identity, location, character, and use of those places, features, and objects identified by Native American consultation. Government Code 65362.3-5 applies to all general and specific plans and amendments proposed after March 1, 2005. Assembly Bill 52 Effective July 1, 2015, Assembly Bill (AB) 52 amended CEQA to require that: (1) a lead agency provide notice to those California Native American tribes that requested notice of projects proposed by the lead agency; and (2) the lead agency consult with any tribe that responded to the project notice within 30 days of receipt with a request for consultation. Topics that may be addressed during consultation include Tribal Cultural Resources, the potential significance of project impacts, the type of environmental document that should be prepared, and possible mitigation measures and project alternatives. A California Native American tribe is defined as "…a Native American tribe located in California that is on the contact list maintained by the NAHC for the purposes of Chapter 905 of the Statutes of 2004." This includes both federally and non-federally recognized tribes.

California State Assembly Bill 52

Assembly Bill (AB) 52 of 2014 amended California PRC § 5097.94, and added California PRC §21073, 21074, 21080.3.1, 21080.3.2, 21082.3, 21083.09, 21084.2, and 21084.3. AB 52 established that

tribal cultural resources must be considered under CEQA and also provided for additional Native American consultation requirements for the lead agency. California PRC §21074 defines Tribal Cultural Resources for the purpose of CEQA as:

1) Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either of the following:
   A. Included or determined to be eligible for inclusion in the California Register of Historical Resources.
   B. Included in a local register of historical resources as defined in subdivision (k) of Section 5020.1

2) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this paragraph, the lead agency shall consider the significance of the resource to a California Native American tribe. A cultural landscape that meets the criteria of subdivision:

   (a) is a tribal cultural resource to the extent that the landscape is geographically defined in terms of the size and scope of the landscape.
   (b) A historical resource described in §21084.1, a unique archaeological resource as defined in subdivision (g) of §21083.2, or a "nonunique archaeological resource" as defined in subdivision (h) of §21083.2 may also be a tribal cultural resource if it conforms with the criteria of subdivision (a).

AB 52 formalizes the lead agency–tribal consultation process, requiring the lead agency to initiate consultation with California Native American tribes listed on the Native American Heritage Commission (NAHC) contact list. This includes California Native American groups that are traditionally and culturally affiliated with the project, including tribes that may not be federally recognized. Lead agencies are required to begin consultation prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report (EIR).

Section 9 of AB 52 establishes that "a project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment." Section 6 of AB 52 added §21080.3.2 to the California PRC, which states that parties may propose mitigation measures "capable of avoiding or substantially lessening potential significant impacts to a tribal cultural resource or alternatives that would avoid significant impacts to a tribal cultural resource." Further, if a California Native American tribe requests consultation regarding Project alternatives, mitigation measures, or significant effects to tribal cultural resources, the consultation shall include those topics (California PRC §21080.3.2[a]). The environmental document and the mitigation monitoring and reporting program (where applicable) shall include any mitigation measures that are adopted (California PRC §21082.3[a]).

Native American Human Remains

State law (California PRC §5097 et seq.) addresses the disposition of Native American burials in archaeological sites and protects such remains from disturbance, vandalism, or inadvertent destruction; establishes procedures to be implemented if Native American skeletal remains are discovered during construction of a project; and established the NAHC.

In the event that Native American human remains, or related cultural material, are encountered, §15064.5(e) of the CEQA Guidelines (as incorporated from PRC §5097.98) and California Health and Safety Code, §7050.5, define the subsequent protocol. In the event of the accidental discovery or recognition of any human remains, excavation or other disturbances shall be suspended on the site, or any nearby area reasonably suspected to overlie adjacent human remains or related material. Protocol requires that the County Coroner or County-approved Coroner be contacted in order to determine if the remains are of Native American origin. Should the coroner determine the remains to be Native American, the coroner must contact the NAHC within 24 hours. The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work for means of treating, with appropriate dignity, the human remains, and any associated grave goods as provided in California PRC §5097.98 (14 CCR 15064.5(e))(State of California, 2021).

Local

Tulare County

Chapter 8.6 of the Tulare County General Plan of 2012 promotes the preservation of cultural and historic resources through managing and protecting sites of cultural and archeological importance for the benefit of present and future generations (County of Tulare 2012). Some of the measures implemented by the County are:

ERM-6.1 Evaluation of Cultural and Archaeological Resources - The County shall participate in and support efforts to identify its significant cultural and archaeological resources using appropriate State and Federal standards.

ERM-6.2 Protection of Resources with Potential State or Federal Designations - The County shall protect cultural and archaeological sites with demonstrated potential for placement on the National Register of Historic Places and/or inclusion in the California State Office of Historic Preservation's California Points of Interest and California Inventory of Historic Resources. Such sites may be of Statewide or local significance and have anthropological, cultural, military, political, architectural, economic, scientific, religious, or other values as determined by a qualified archaeological professional.

ERM-6.3 Alteration of Sites with Identified Cultural Resources - When planning any development or alteration of a site with identified cultural or archaeological resources, consideration should be given to ways of protecting the resources. Development can be permitted in these areas only after a site-specific investigation has been conducted pursuant to CEQA to define the extent and value of the resource, and mitigation measures proposed for any impacts the development may have on the resource.

ERM-6.4 Mitigation - If preservation of cultural resources is not feasible, every effort shall be made to mitigate impacts, including relocation of structures, adaptive reuse, preservation of facades, and thorough documentation and archival of records.

ERM-6.5 Cultural Resources Education Programs - The County should support local, State, and national education programs on cultural and archaeological resources.

ERM-6.6 Historic Structures and Sites - The County shall support public and private efforts to preserve, rehabilitate, and continue the use of historic structures, sites, and parks. Where applicable, preservation efforts shall conform to the current Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings.

ERM-6.7 Cooperation of Property Owners - The County should encourage the cooperation of property owners to treat cultural resources as assets rather than liabilities, and encourage public support for the preservation of these resources.

ERM-6.8 Solicit Input from Local Native Americans - The County shall continue to solicit input from the local Native American communities in cases where development may result in disturbance to sites containing evidence of Native American activity and/or to sites of cultural importance.

ERM-6.9 Confidentiality of Archaeological Sites - The County shall, within its power, maintain confidentiality regarding the locations of archaeological sites in order to preserve and protect these resources from vandalism and the unauthorized removal of artifacts.

ERM-6.10 Grading Cultural Resources Sites - The County shall ensure all grading activities conform to the County's Grading Ordinance and California Code of Regulations, Title 20, § 2501 et. seq

Native American Reservation Cultural Resource Laws and Federal, State, and Local Laws

As noted in the CRA, "Federal, state, and local cultural resource laws can apply to Native American tribal reservations, though their application, scope, and enforcement vary significantly due to tribal sovereignty and the complex interplay of jurisdictions. Certain federal laws specifically protect tribal cultural resources and apply directly to reservations or tribal

lands. Key examples include the Native American Graves Protection and Repatriation Act (NAGPRA), which governs the protection, repatriation, and handling of Native American human remains, funerary objects, sacred objects, and items of cultural patrimony—particularly on federal or tribal lands—and the Indian Arts and Crafts Act, which safeguards authentic Native American arts and crafts from misrepresentation.

Other federal statutes, such as aspects of the National Historic Preservation Act (NHPA) or Archaeological Resources Protection Act (ARPA), may involve tribal consultation for projects affecting cultural sites, even on tribal lands, especially when federal involvement (e.g., funding, permits, or undertakings) is present. However, enforcement of these laws can be inconsistent, and no single, comprehensive federal framework fully guarantees the long-term preservation and vitality of tribal cultures. State laws may have limited applicability on reservations because tribes generally are not subject to state jurisdiction due to their sovereign status. The relationship is further complicated by dual citizenship: tribal members are citizens of both their tribe and the United States, subjecting them to federal (and sometimes state) laws alongside tribal ones. This creates a layered system of rights and obligations that tribes, federal agencies, and others may not always fully navigate. In limited areas, such as criminal matters, federal law can incorporate state provisions—for instance, under the Assimilative Crimes Act, certain state criminal violations become federal offenses on reservations. Yet this does not mean all federal (or state) laws automatically extend to every aspect of reservation life or tribal governance.

The fundamental dynamic is a government-to-government relationship between the United States and each federally recognized tribe, with each tribe maintaining its own sovereign legal system and authority. Not every federal law applies uniformly across all reservations. To navigate this effectively, federal agencies, state entities, and local authorities must recognize the unique legal status of reservations, honor tribal sovereignty, and respect tribal traditions. This includes meaningful government-to-government consultation—incorporating tribal input and perspectives—especially for projects or decisions that could affect historic properties, sacred sites, or other cultural resources (Governor's Office of Tribal Affairs, 2026)." (CRA, pages 9-10).

FIELD SURVEY METHODS AND RESULTS

"The basic criteria for determining the presence of prehistoric and historic cultural resources in local urban and rural settings generally include:

- Presence of flaking debris derived from stone tool manufacturing
- Presence of marine shell and/or other faunal remains
- Occurrence of material culture artifacts
- Surface expressions of cultural features
- Bedrock mortars and related milling features or components
- Soil discolorations or atypical soil manifestations

- Stone or adobe features associated with structural remains
- Diagnostic ceramics derived from Spanish, Mexican, or later historic periods
- Historic iron and glassware, cans, privy pits, and domestic occupational debris

Soar Environmental Principal Archaeologist Heather Froshour, M.A., R.P.A., conducted the field survey of the Project area on March 17, 2026, in coordination with the Tule River Indian Tribe. The Project area was examined through systematic pedestrian inspection of the ground surface. Transect spacing ranged from approximately 15 to 20 feet (4.5 to 6 meters), depending on surface conditions and visibility.

The approximately 48.8-acre Project area consists mostly of residential homes but is also located in the main village of the Tule River Indian Reservation, where there are other buildings, such as a gymnasium (Figures 5-12). The surface visibility of the Project area, defined as the approximate percentage of native soils visible during the field survey of a given project component, was estimated at 10-20%. The ground surface was covered by decomposed granite and very few non-native grasses, with heavily overgrown vegetation around the River, making surface identification very difficult. There is one recorded cultural resource within the Project area or radius that is listed as a California State Historic Landmark, No. 388. The landmark is the First Tule River Indian Reservation. A reservation was originally established in 1857. The reservation was moved to its present location, 10 miles to the southeast, in 1873.

Of the previously recorded resources within the Project area, three were relocated: P-54-000423, P-54-000424, and P-54-000425. Five resources not relocated are located on private property or covered by dense vegetation and were inaccessible during the current field survey. No additional in situ cultural resources or isolated materials potentially derived from primary or secondary archaeological contexts were observed on the surface of the Project area.

Based on these findings, the development of the Tule River Complete Streets Project has the potential to adversely affect previously recorded cultural resources (P-54-000417, P-54-000422, P-54-000423, P-54-000424, P-54-000425, P-54-000430, P-54-000434, and P-54-000436) that are culturally sensitive to Native American communities."(CRA, page 23).

Discussion

a) Would the Project cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

No Impact: On February 24, 2026, qualified consultants Soar Environmental requested that the Central California Information Center (Information Center or CCIC), California Historical Resources Information System (CHRIS), Department of Anthropology – California State University, Bakersfield for the specific Project area and the immediate vicinity of the Project

area. CHRIS results were received on March 9, 2026 (see Appendix C). As noted in the CRA, searches by CHRIS included the following:

- "California Points of Historical Interest (CPHI)
- California Historical Landmarks (CHL)
- California Register of Historical Resources (CRHR)
- National Register of Historic Places (NRHP)
- Historic maps (U.S. Geological Survey topographic quadrangles, General Land Office plats)
- Historical aerial imagery
- Caltrans Historical Bridge Inventory

The records search identified eight prior cultural resources investigations within the Project area. These investigations primarily involved cultural and historic property evaluations of the Tule River Indian reservation, utility line replacement, and fire management surveys." (CRA page 20).

Records Search Results

As indicated in the CRA, "The results of the records search, received on March 9, 2026, indicate that eight cultural resource studies have been conducted within the Project area (Table 1 [of the CRA]). According to the information on file, there are eight resources within the Project area (Table 2 [of the CRA]). There are 19 recorded resources within the 0.5-mile record search radius, and 12 additional studies identified within a 0.5-mile radius of the Project area. Resource records can be found in Appendix B [of the CRA]." (CRA, page 20). The complete list of studies can be found on pages 21-22 of the CRA.

Sacred Lands File & Native American Contacts List Request

"On February 24, 2026, Soar Environmental Consulting, Inc. (Soar) requested a Sacred Lands File (SLF) search and Native American contact list from the California Native American Heritage Commission (NAHC) to identify tribes culturally and geographically affiliated with the Oakstone Resort Yosemite Project area.

On February 24, 2026, the NAHC, through Cultural Resources Analyst Pricilla Torres-Fuentes, confirmed positive results for Native American traditional cultural places or sacred sites within or near the Project area. The NAHC also provided a list of ten individuals representing seven Tulare County Native American tribal groups within the region (Appendix C).

As the proposed Project is entirely on an Indian Reservation, Soar Principal Archaeologist, Heather Froshour, M.A., R.P.A., consulted the Tule River Tribe, which utilizes the reservation, via verbal communication, and was informed that none of the tribal members had any questions or concerns." (CRA, page 22).

As determined in the CRA, "There appears to be a high likelihood of subsurface cultural resources in the Project area, based on archival research and the detection of eight known resources during previous disturbances. There are no recorded cultural resources within the Project area that are listed in the National Register of Historic Places, Office of Historic Preservation's (OHP) Built Environment Resource Directory (BERD), the California Points of Historical Interest, or the California Register of Historical Resources. There is one recorded resource within the Project area listed as a California State Historic Landmark: No. 388, the First Tule River Indian Reservation.

The intensive Phase I pedestrian survey was conducted on March 17, 2026, using parallel transects spaced at 15 to 20 feet (4.5 to 6 meters) across the Project area. Three previously recorded resources were relocated during the survey: P-54-000423, P-54-000424, and P-54-000425. Five resources not relocated are located on private property or covered by dense vegetation and were inaccessible during the current field survey. No additional in situ cultural resources or isolated materials potentially derived from primary or secondary archaeological contexts were observed on the surface of the Project area.

Due to the presence of highly sensitive cultural resources within the Project area and a previously identified area of Native American Concern overlapping the whole of the Project area, the high potential for additional resources due to regional and environmental factors, NAHC results indicating the Project is positive for sacred lands, recorded Native American burials just north of the Project area, and the proximity of proposed ground-disturbing activities to known cultural resources, Mitigation Measures have been outlines in the section below."(CRA, page 28).

The CRA notes, "Construction of the Project would not cause a substantial adverse change in the significance of a historical resource pursuant to PRC Section 15064.5. The Project area was surveyed for potential historical resources and evaluated for NRHP and CRHR eligibility. No historical resources were identified within or adjacent to the Project footprint. Therefore, there would be no significant adverse effect on historical resources, and construction will not impact any historical resources under PRC Section 15064.5." (CRA, page 29).

Therefore, based on the information and analysis contained herein, and the CRA (Appendix C) provided by qualified consultants Soar Environmental Consulting, the Project would result in a no impact.

Mitigation Measures: None required.

b) Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Less Than Significant Impact with Mitigation Incorporated: The CRA notes, "Given the landform age and geographic setting, there remains a potential for previously unknown buried archaeological deposits to be encountered during ground disturbance. Although large portions of the Project area have been graded or otherwise disturbed, this does not preclude the possibility of buried intact deposits.

If such deposits are encountered, they could be subject to demolition, destruction, or alteration, impairing their significance under PRC Section 15064.5(b)(1). Consequently, the Project could result in a substantial adverse change to an archaeological resource.

To reduce this potential impact, Mitigation Measures CUL-1 and CUL-2 require Cultural Resources Awareness Training, preconstruction coordination, and implementation of stop-work procedures in the event of an inadvertent discovery. Implementation of these measures would reduce impacts to a less-than-significant level." (CRA, page 29)

Therefore, based on the analysis and information provided herein, and the CRA (Appendix C) provided by qualified consultants Soar Environmental Consulting, the impact would be *less than significant with mitigation incorporated.*

c) Would the Project disturb any human remains, including those interred outside of dedicated cemeteries?

Less Than Significant Impact with Mitigation Incorporated: The CRA indicates that, "Archival map and aerial reviews identified no dedicated cemeteries within the Project footprint. The nearest known cemetery, Tule River Reservation Lower Cemetery, is located approximately 0.29 miles east-southeast. No human remains were encountered during the records search, Sacred Lands File review, or pedestrian survey.

While the likelihood of encountering human remains is low, any inadvertent discovery of remains during construction would constitute a potentially significant impact. Compliance with Health and Safety Code Section 7050.5 and PRC Section 5097.98, including stop-work and notification procedures, would ensure that impacts remain less than significant following implementation of Mitigation Measure CUL-3." (CRA, page 29).

MM CUL-3: Inadvertent Discovery of Human Remains: If human remains are encountered during construction, all work in the vicinity shall cease. The Tulare County Coroner shall be notified immediately. If the remains are determined to be Native American, the NAHC shall be notified in accordance with PRC Section 5097.98, and a Most Likely Descendant shall be identified. The County and the descendant shall confer to determine appropriate treatment and disposition of the remains. Construction shall not resume until approved by the County and the qualified archaeologist.

In the unlikely event that human remains are unearthed during construction-related activities, Mitigation Measure CUL-2 would be implemented to minimize the impact of such a discovery. Therefore, based on the analysis and information provided herein, and the CRA (Appendix C) provided by qualified consultants Soar Environmental Consulting, the Project would result in a *less than significant with mitigation incorporated*.

Mitigation Measures for Impacts on Cultural Resources

The following mitigation measures have been excerpted verbatim from the CRA (see Appendix C) prepared by qualified consultants Soar Environmental Consulting.

Mitigation Measure (MM) CUL-1 Cultural Resources Awareness Training: Before ground-disturbing activities, a qualified archaeologist shall conduct Cultural Resources Awareness Training for all construction personnel. The training shall include examples of potential cultural materials, reporting protocols, penalties for unauthorized disturbance, and procedures for immediate notification of the archaeologist. Attendance shall be documented on a sign-in sheet retained by the contractor and provided to the Tule River Indian Reservation and Tulare County upon completion of construction.

MM CUL-2: Inadvertent Discovery of Archaeological Resources: Ground-disturbing activities shall be located at least 100 feet (30 meters) from known archaeological resources. If resources are discovered, work within 100 feet (30 meters) of the find shall halt immediately, and the area shall be protected from further disturbance. The archaeologist, in consultation with a Native American representative, shall evaluate the find for significance and recommend treatment consistent with CEQA Guidelines Section 15126.4(b)(3)(C). Avoidance shall be the preferred mitigation; if avoidance is infeasible, data recovery or other appropriate treatment may be implemented. Construction shall resume only after approval by the qualified archaeologist.

MM CUL-3: Inadvertent Discovery of Human Remains: If human remains are encountered during construction, all work in the vicinity shall cease. The Tulare County Coroner shall be notified immediately. If the remains are determined to be Native American, the NAHC shall be notified in accordance with PRC Section 5097.98, and a Most Likely Descendant shall be identified. The County and the descendant shall confer to determine appropriate treatment and disposition of the remains. Construction shall not resume until approved by the County and the qualified archaeologist.

Therefore, based on the analysis and information provided herein and implementation of Mitigation Measures CUL-1 through CUL-3, as applicable, impacts to this resource would be *less than significant with mitigation incorporated.*

Cumulative Impact

The geographic area of this cumulative analysis is limited to the Tule River Reservation. As noted earlier, the Project site does not include any known historical, cultural, or archaeological resources. Also as noted earlier, this analysis relies on the information, determinations, technical studies, etc., and information provided in the CRA (Appendix C) prepared by qualified consultants Soar Environmental Consulting working with representatives of the Tule River Tribal Tribe. The CHRIS and NACH search results indicate that there are no known resources on the Project site. However, as an abundance of caution, Mitigation Measures CUL-1 through CUL-3 are incorporated herein to minimize impacts in the unlikely event that any resources applicable to this Checklist Item are discovered. Known and unknown resources would be avoided, protected, and/or curated by Tule River Reservation representatives. Therefore, based on the analysis and information provided herein, and with implementation of Mitigation Measures CUL-1 through CUL-3 as applicable, cumulative impacts of the Project would be *less than significant with mitigation*.

VI. ENERGY

Would the Project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?	☐	☐	☐	☑
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☑

Environmental Setting

Electricity and Natural Gas Electricity is quantified using kilowatts (kW) and kilowatt-hours (kWh). A kW is a measure of 1,000 watts of electrical power and a kWh is a measure of electrical energy equivalent to a power consumption of 1,000 watts for one hour. The kWh is commonly used as a billing unit for energy delivered to consumers by electric utilities.

According to the CEC's 2022 Total System Electric Generation summary (see: https://www.energy.ca.gov/data-reports/energy-almanac/california-electricity-data/2022-total-system-electric-generation) regarding statewide energy demand, total electric energy production in California was 287,22013 gigawatt hours in 2023. A gigawatt is equal to one million kW

Electricity

According to the U.S. Energy Information Administration (see: https://www.eia.gov/state/print.php?sid=CA), in 2023, California was the nation's fourth-largest electricity producer and accounted for about 5% of all U.S. utility-scale (1-megawatt and larger) power generation. Renewable resources, including hydropower and small-scale (less than 1-megawatt) customer-sited solar photovoltaic (PV) systems, supplied 54% of California's total in-state electricity generation in 2023. Natural gas-fired power plants provided 39% of the state's total net generation. Nuclear power's share of California's total electricity generation was about 7%. The state has one operating commercial nuclear power plant—the two-reactor Diablo Canyon facility.

In 2023, California was the nation's second-largest conventional hydroelectric power producer after Washington, and it is consistently among the nation's top four hydropower producers.

Hydropower's contribution is highly variable and is dependent on rain and snowfall. After a very wet year in California in 2023, led in part by the highest mountain snowpack since the mid-1980s, the state's annual hydropower generation increased by more than 80% from 2022. Nonhydroelectric renewable resources, mainly solar and wind energy, provided 41% of California's total in-state electricity generation in 2023. Coal fuels only a small amount of California's in-state net generation, all of it from one 57-megawatt industrial cogeneration plant.

Although California consumes more electricity than all other states except Texas and Florida, it uses less electricity per capita than any other state but Hawaii. In 2023, California had the nation's second-highest average price of electricity, after Hawaii. The commercial sector accounted for 47% of California's electricity sales in 2023. The residential sector, where three in ten California households use electricity for home heating, accounted for 35% of sales. About 18% of the state's electricity sales went to the industrial sector. Light rail, subways, and the iconic cable cars in California's transportation sector accounted for less than 0.3% of electricity use.

California used approximately 287,220 gigawatt hours of electricity in 2022 (see: https://www.energy.ca.gov/data-reports/energy-almanac/california-electricity-data/2022-total-system-electric-generation). Electricity usage in California for different land uses varies substantially by the types of uses in a building, type of construction materials used in a building, and the efficiency of all electricity-consuming devices within a building. Due to the state's energy efficiency building standards and efficiency and conservation programs, California's electricity use per capita in the residential sector is lower than any other state except Hawaii.

Electricity and Natural Gas Usage

Does not apply to the Project as it would not require the use of electricity or natural gas.

Existing Transportation Fuels

Fuel usage associated with vehicle miles traveled (VMT). VMT is based on vehicle trips beginning and ending in certain geographic areas, (e.g. a municipality's boundaries and from external/internal trips that either begin or end in a municipality). As the nature of the Project can be summarized as enhancement of pedestrian and cycling to encourage and facilitate pedestrian and bicycling mobility while also providing components to ensure pedestrian/cycling safety, VMT would not apply to the Project.

Regulatory Setting

Federal

Federal Energy Policy and Conservation Act

The Energy Policy and Conservation Act of 1975 was established in response to the 1973 oil crisis. The act created the Strategic Petroleum Reserve, established vehicle fuel economy standards, and prohibited the export of U.S. crude oil (with a few limited exceptions). It also created Corporate Average Fuel Economy (CAFE) standards for passenger cars starting in model year 1978. The CAFE standards are updated periodically to account for changes in vehicle technologies, driver behavior, and/or driving conditions. The nature of the Project can be summarized as enhancement of pedestrian and cycling to encourage and facilitate pedestrian and bicycling mobility while also providing components to ensure pedestrian/cycling safety. As such, the *Federal Energy Policy and Conservation Act* would not apply to the Project.

State

Warren–Alquist Act

The California Legislature passed the Warren–Alquist Act in 1974, which created the CEC. The legislation also incorporated the following three key provisions designed to address the demand side of the energy equation:

- It directed the CEC to formulate and adopt the nation's first energy conservation standards for buildings constructed and appliances sold in California.
- The act removed the responsibility of electricity demand forecasting from the utilities, which had a financial interest in high demand projections, and transferred it to a more impartial CEC.
- The CEC was directed to embark on an ambitious research and development program, with a particular focus on fostering what were characterized as non-conventional energy sources.

The nature of the Project can be summarized as enhancement of pedestrian and cycling to encourage and facilitate pedestrian and bicycling mobility while also providing components to ensure pedestrian/cycling safety. As such, the Project would not result in greater energy demand.

California Public Utilities Commission

In September 2008, the California Public Utilities Commission (CPUC) adopted the Long-Term Energy Efficiency Strategic Plan, which provides a framework for energy efficiency in California through the year 2020 and beyond. It articulates a long-term vision, as well as goals for each economic sector, identifying specific near-term, mid-term, and long-term strategies to assist in achieving these goals. As noted earlier, the nature of the Project can be summarized as enhancement of pedestrian and cycling to encourage and facilitate pedestrian and bicycling mobility while also providing components to ensure pedestrian/cycling safety. As such, *the Long-Term Energy Efficiency Strategic Plan* would not apply to the Project.

State of California Energy Action Plan

The CEC and CPUC approved the first State of California Energy Action Plan in 2003. The plan established shared goals and specific actions to ensure the provision of adequate, reliable, and reasonably priced electrical power and natural gas supplies; it also identified cost-effective and environmentally sound energy policies, strategies, and actions for California's consumers and taxpayers. As noted earlier, the nature of the Project can be summarized as enhancement of pedestrian and cycling to encourage and facilitate pedestrian and bicycling mobility while also providing components to ensure pedestrian/cycling safety. As such, the *State of California Energy Action Plan* would not apply to the Project.

Assembly Bill 32 (2006) and Senate Bill 32 (2016)

In 2006, the State Legislature enacted AB 32, the California Global Warming Solutions Act of 2006. AB 32 requires California to reduce its GHG emissions to 1990 levels by 2020. In 2016, the Legislature enacted Senate Bill (SB) 32, which extended the horizon year of the state's codified GHG reduction planning targets from 2020 to 2030, requiring California to reduce its GHG emissions to 40% below 1990 levels by 2030. As noted earlier, the nature of the Project can be summarized as enhancement of pedestrian and cycling to encourage and facilitate pedestrian and bicycling mobility while also providing components to ensure pedestrian/cycling safety; as such, *AB 32 and SB 32* would not apply to the Project.

Title 24, Part 6, Energy Efficiency Standards

Energy conservation standards for new residential and nonresidential buildings were adopted by the California Energy Resources Conservation and Development Commission (now the CEC) in June 1977 and most recently revised in 2022 (California Code of Regulations Title 24, Part 6); no changes have occurred beyond the 2019 edition of Part 6. Title 24 requires the design of building shells and building components to conserve energy. The standards are updated periodically to allow for consideration and possible incorporation of new energy-efficiency technologies and methods. As noted earlier, the nature of the Project can be summarized as enhancement of pedestrian and cycling to encourage and facilitate pedestrian and bicycling mobility while also providing components to ensure pedestrian/cycling safety. As such, *Title 24, Part 6, Energy Efficiency Standards* would not apply to the Project.

Title 24, Part 11, Green Building Standards

On July 17, 2008, the California Building Standards Commission adopted the nation's first green building standards. The California Green Building Standards Code (Title 24 of the California Code of Regulations, Part 11, known as "CALGreen") was adopted as part of the California Building Standards Code. It includes mandatory requirements for new residential and nonresidential buildings throughout California. CALGreen is intended to (1) reduce GHG

emissions from buildings; (2) promote environmentally responsible, cost-effective, healthier places to live and work; (3) reduce energy and water consumption; and (4) respond to the directives by the Governor. The mandatory provisions of the most recent version CALGreen became effective January 1, 2023. As noted earlier, the nature of the Project can be summarized as enhancement of pedestrian and cycling to encourage and facilitate pedestrian and bicycling mobility while also providing components to ensure pedestrian/cycling safety. As such *Title 24, Part 11, Green Building Standards* would not apply to the Project.

Regional

Tulare County Association of Governments (TCAG)

As summarized in the Executive Summary of TCAG'S 2022 Regional Transportation Plan and Sustainable Communities Strategy, "The Tulare County Association of Governments is pleased to present its Draft 2022 Regional Transportation Plan/Sustainable Communities Strategy (2022 RTP/SCS). The Regional Transportation Plan (RTP) is a long-range planning document that defines how the region plans to invest in the transportation system over 20+ years based on regional goals, multi-modal transportation needs for people and goods, and estimates of available funding.

The Sustainable Communities Strategy (SCS) is a component of the RTP, required by SB 375, that sets forth a forecasted development pattern for the region, which, when integrated with the transportation network and other transportation measures and policies, will reduce greenhouse gas (GHG) emissions from passenger vehicles and light trucks to achieve the GHG reduction targets set by the California Air Resources Board. The future land use and transportation scenario presented in the SCS must accommodate forecast population, employment, and housing sufficient to meet the needs of all economic segment of population, including the State-mandated Regional Housing Needs Assessment (RHNA), while considering State housing goals." The RTP/SCS can be found in its entirety at: https://tularecog.org/tcag/planning/rtp/rtp-20181/

Local

The Project would occur in areas lacking pedestrian facilities or needing enhanced pedestrian-oriented facilities, thus contributing to reduced energy use from the transportation sector. The pedestrian enhancements would provide a safer environment that would encourage Tribal citizens to forego vehicle travel and alternatively cycle and walk which would also contribute to minimizing VMT.

Thresholds and Methodology

The impact analysis provided in this section is based on the application of the following California Environmental Quality Act (CEQA) Guidelines Appendix G, which indicates that a Project would have a significant impact on energy use if it would:

1. *Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?*

2. *Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?*

The methodology applied to assess the Project's potential impacts involved the use of the California Emissions Estimator Model (CalEEMod) Version 2022.1.1 (CAPCOA 2022) that can be found in Appendix A For the construction phase, energy use would be attributed to worker trips and operation of construction equipment. Diesel and gasoline would be utilized to fuel on and off-road construction equipment during this phase of the Project. Energy use associated with the operational phase would result from residential vehicle trips (mobile sources) and activities in homes that consume energy in the form of electricity. No natural gas will be utilized. Although electricity generation produces criteria pollutants and GHGs, these are emitted offsite at fossil fuel power plants and these pollutants are not attributed to pedestrian-related facilities. The power plants responsible for electricity generation are existing stationary sources permitted by air districts and/or the USEPA, criteria pollutant emissions are generally associated with the power plants themselves. These criteria pollutant emissions are subject to local, state and federal control measures. (CAPCOA 2022)

Unlike criteria pollutants, GHG emissions at these offsite power plants are not subject to the same stationary source permitting requirements and it is difficult to mitigate GHG emissions associated with them. Therefore, the most effective way to control GHGs from power plants is to reduce electricity demand by electricity users, which can be mitigated through building efficiency measures. As a result, the CalEEMod program calculates GHG emissions (not criteria pollutant emissions) from regional power plants associated with building electricity use. To reduce GHG emissions and energy usage, the Project would comply with the provisions of Part 6 of the Title 24 California Code of Regulations, which is the Building Energy Efficiency Standards (Energy Code). The California Energy Commission implements Title 24, Part 6 to increase the energy efficiency of newly constructed residential buildings. The latest Energy Code is for 2023, which was the 2022 Energy Code (CAPCOA 2022).

CalEEMod defaults were used for vehicle trips lengths, vehicle trip counts, and electricity consumption. Natural gas emission factors were set to zero to account for the absence of direct natural gas consumption on the Project site. In order to calculate energy consumption from mobile sources in MBTUs, 2023 gasoline/diesel miles per gallon (MPG) factors provided by the EMFAC2017 Emissions Inventory were used. To simplify the estimation process for the construction phase, it was assumed that all worker vehicles used gasoline as fuel source and all vendor vehicles used diesel as a fuel source. Project-specific construction equipment was entered using data modeled from previous, completed construction projects. Energy

Calculations for both construction and operational phases are provided in the HRA Report included in Appendix A.

Discussion

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?

Less Than Significant Impact: As noted earlier, the nature of the Project is pedestrian safety enhancements and new pedestrian bridges. As such, the Project would not result in a significant impact due to wasteful, inefficient, or unnecessary consumption of the energy resource during Project construction or operation. Fueled use to operate construction-related equipment and employees driving to the Project site would be short-term, temporary, and intermittent and will cease after construction-related activities are concluded. Further, the overall objective of this type of project is to enhance, encourage, and facilitate pedestrian and bicycling mobility while also providing components to ensure pedestrian/cycling safety. Vehicle fuel consumption during Project construction-related activities was estimated based on the assumed construction schedule, vehicle trip lengths, and the number of workers per construction phase as provided by CalEEMod Version 2022.1.1, and Year 2024 gasoline/diesel MPG factors provided by EMFAC2017. Energy calculations are provided in Appendix A of the HRA Report. It is noted that the Project would not generate additional daily vehicle usage above the current usage as it is intended to provide pedestrian and cycling mobility rather than vehicle usage. As such, the results contained in the Appendix A of HRA Report at Tables 2.4, 4.2, and 5.11 show negligible-to-no gasoline, diesel, electricity or natural gas usage. Further, the usage of the respective energy sources would be short-term, temporary, and intermittent do construction-related activities and would completely end upon the cease construction-related activities.

While construction-related activities of the Project would result in additional energy consumption, this energy use is not unnecessary or inefficient. This energy use is justified as the overall goal is to provide a safe environment to encourage walking and cycling thereby reducing vehicle usage and gasoline consumption by vehicles.

Because construction-related energy use would be temporary, short-term, and intermittent, and limited to the greatest extent feasible through consistency with Federal, State, and local policies related to energy conservation, and operation of the Project would comply with applicable energy efficiency standards required under Title 24, Part 6. Based on the analysis and information contained herein, and in the HRA report (see Appendix A) prepared by qualified consultants Core Environmental Consulting, the Project would not result in inefficient, unnecessary, or wasteful energy use. As such, the impact would be *less than significant.*

Mitigation Measures: None Required

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

No Impact: The proposed Project would not conflict with or obstruct any state or local plans for renewable energy or energy efficiency. The construction and operation of the Project would comply with applicable energy efficiency regulations. Also, as noted earlier, the nature of the Project is pedestrian safety enhancements and new pedestrian bridges which would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency at or near the proposed Project location. The primary activity that would consume energy would be construction-related activities; however, these activities would be short-term, temporary, and intermittent and will cease after construction-related activities are concluded. To reiterate, the overall objective of this type of project is to enhance, encourage, and facilitate pedestrian and bicycling mobility while also providing components to ensure pedestrian/cycling safety. Therefore, based on the analysis and information contained herein, and in the HRA report (see Appendix A) prepared by qualified consultants Core Environmental Consulting, *no impact* would occur.

Mitigation Measures: None Required

Mitigation Measures: None Required

Based on the analysis and information contained herein, no mitigation measures would be required.

Cumulative Impact: Less Than Significant

Cumulative impacts would be limited to the Tule River Reservation area. Cumulative could occur if a series of actions lead to a wasteful, inefficient, or unnecessary consumption of energy resources or a conflict with or obstruction of a State or local plan for renewable energy and energy efficiency. As noted earlier, the proposed Project is located within the service area of SCE. However, due to the nature of the project (a pedestrian/cycling oriented project with safety components), The Project would not result in a long-term increase in operational energy demand for electricity or natural gas. In addition, construction-related activities would require the use of energy for purposes such as the operation of construction equipment and tools, and construction of development projects may overlap. However, construction-related emissions would be short-term, temporary, and intermittent and would cease once construction-related operations are complete.

Although the nature of GHG is a global and national issue, the practical geographic area is the state of California and the San Joaquin Valley Air Basin (including all of Tulare County). GHG emission reduction efforts are required via state legislation (e.g., SB 375 The Sustainable Communities and Climate Protection Act (SB 375). As noted earlier, based on the Project's location and its primary objective of pedestrian/cycling enhancements with enhanced safety

features, the Project would result in minimizing GHG emissions consistent with the overall objective of an Active Transportation Plan (ATP) project to encourage alternatives (such as walking and cycling) rather than relying on vehicle usage. Therefore, based on the analysis and information provided herein, the Project would result in a *less than significant impact*.

VII. GEOLOGY AND SOILS

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☑
ii) Strong seismic ground shaking?	☐	☐	☑	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☑
iv) Landslides?	☐	☐	☐	☑
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☑
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☑
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct and indirect risks to life or property?	☐	☐	☐	☑
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☑
f) Directly or indirectly destroy a unique paleontological resource or Site or unique geologic feature?	☐	☑	☐	☐

Environmental Setting

Geology

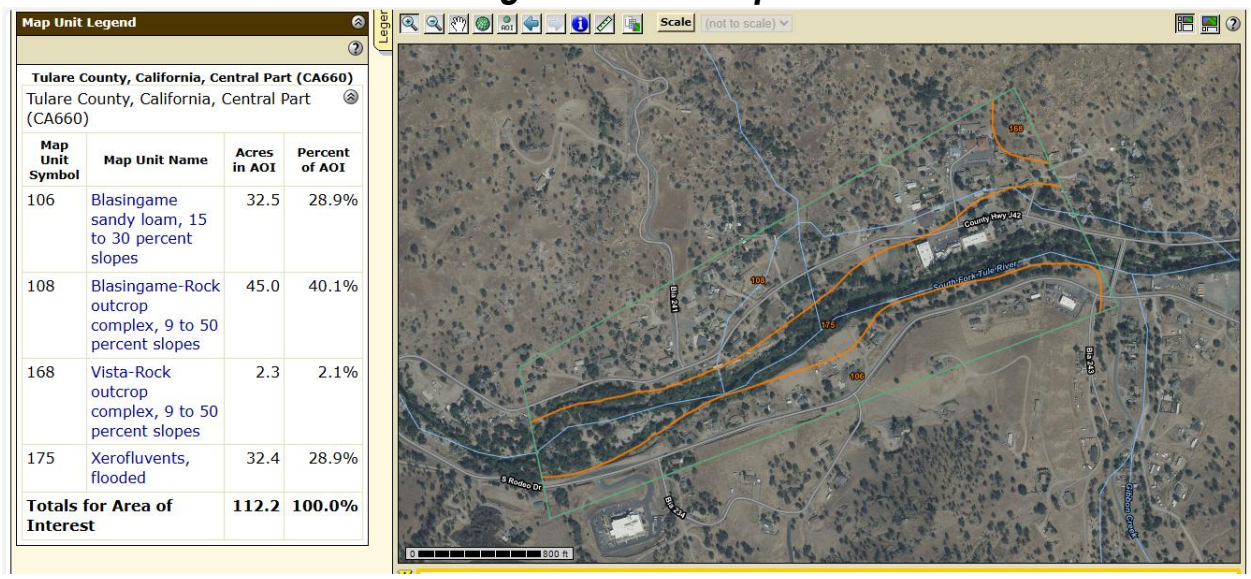
The Tule River Reservation is not located in the San Joaquin Valley. This is important as the San Joaquin Valley is in the southern half of the Great Valley Geomorphic Province. The Great Valley Geomorphic Province is a long, narrow northwest-trending alluvial valley that lies between the Sierra Nevada to the east and the Coast Ranges to the west. However, as the Project is generally located within the 1,000 feet elevation of the foothill region, it does not have the underlain sediments from alluvial deposits, as well as non-marine sedimentary rocks typically found in the San Joaquin Valley. The Project site is predominantly granitic rock (pre-Cenozoic) with scattered metamorphic rock (pre-Cenozoic).

Soils

The predominant soil types in Project area include Xerofluvents flooded, generally along the Tule River's course, Blassingame sandy loam to the south and Blasingame-Rock to the north.

The soil types share similarities and/or are within similar ranges such as: hills, not prime farmland, 36 to 60 inches to bedrock, slopes of 0 to 50 percent, depth to restrictive feature (where properties that significantly reduce the movement of water and air through the soil), 20 to 40 inches to paralithic bedrock (where excavations can be made with trenching machines, backhoes, or small rippers), runoff class is high, with the frequency of flooding ranging from occasional (within the River's banks) to none, and no frequency to ponding (see: USDA at FOTG Section II. Natural Resources Information A. Soils Information https://efotg.sc.egov.usda.gov/references/Delete/2008-8-16/Soil_Feat_Def.pdf.)

Figure 3-1 Soils Map



Map Unit Legend

Tulare County, California, Central Part (CA660)

Tulare County, California, Central Part (CA660)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
106	Blasingame sandy loam, 15 to 30 percent slopes	32.5	28.9%
108	Blasingame-Rock outcrop complex, 9 to 50 percent slopes	45.0	40.1%
168	Vista-Rock outcrop complex, 9 to 50 percent slopes	2.3	2.1%
175	Xerofluvents, flooded	32.4	28.9%
Totals for Area of Interest		**112.2**	**100.0%**

Earthquake Hazards

"Ground-shaking is the primary seismic hazard in Tulare County because of the county's seismic setting and its record of historical activity. Thus, emphasis focuses on the analysis of expected levels of ground-shaking, which is directly related to the magnitude of a quake and the distance from a quake's epicenter. Magnitude is a measure of the amount of energy released in an earthquake, with higher magnitudes causing increased ground-shaking over longer periods of time, thereby affecting a larger area. Ground-shaking intensity, which is often a more useful measure of earthquake effects than magnitude, is a qualitative measure of the effects felt by population. The valley portion of Tulare County is located on alluvial deposits, which tend to experience greater ground-shaking intensities than areas located on hard rock. Therefore, structures located in the valley will tend to suffer greater damage from ground-shaking than those located in the foothill and mountain areas. However, existing alluvium valleys and weathered or decomposed zones are scattered throughout the mountainous portions of the county which could also experience stronger intensities than the surrounding solid rock areas. The geologic characteristics of an area can therefore be a greater hazard than its distance to the epicenter of the quake. (see Tulare County General Plan 2030 Update, Background Report, Page 8-5). The Earth's crust includes tectonic plates that locally collide with or slide past one another along plate boundaries. California is particularly susceptible to such plate movements, notably the largely horizontal or "strike-slip" movements of the Pacific Plate, as it impinges on the North American Plate. In general, earthquakes occur when the accumulated stress along a plate boundary or fault is suddenly released, resulting in seismic slippage. This slippage can vary widely in magnitude, ranging in scale from a few millimeters or centimeters to tens of feet.

"There are three faults within the region that have been, and will be, principal sources of potential seismic activity within Tulare County. These faults are described below:

- San Andreas Fault. The San Andreas Fault is located approximately 40 miles west of the Tulare County boundary. This fault has a long history of activity, and is thus the primary focus in determining seismic activity within the county. Seismic activity along the fault varies along its span from the Gulf of California to Cape Mendocino. Just west to Tulare County lies the "Central California Active Area," where many earthquakes have originated.
- Owens Valley Fault Group. The Owens Valley Fault Group is a complex system containing both active and potentially active faults, located on the eastern base of the Sierra Nevada Mountains. The Group is located within Tulare and Inyo Counties and has historically been the source of seismic activity within Tulare County.
- Clovis Fault. The Clovis Fault is considered to be active within the Quaternary Period (within the past two million years), although there is no historic evidence of its activity, and is therefore classified as "potentially

active." This fault lies approximately six miles south of the Madera County boundary in Fresno County. Activity along this fault could potentially generate more seismic activity in Tulare County than the San Andreas or Owens Valley fault systems. In particular, a strong earthquake on the Fault could affect northern Tulare County. However, because of the lack of historic activity along the Clovis Fault, inadequate evidence exists for assessing maximum earthquake impacts." (see Tulare County General Plan 2030 Update Background Report, pages 8-6 and 8-7 at: https://generalplan.co.tulare.ca.us/documents/GeneralPlan2010/Appendix%20B%20-%20Background%20Report.pdf).

"Older buildings constructed before current building codes were in effect, and even newer buildings constructed before earthquake resistance provisions were included in the current building codes, are most likely to suffer damage in an earthquake. Most of Tulare County's buildings are no more than one or two stories in height and are of wood frame construction, which is considered the most structurally resistant to earthquake damage. Older masonry buildings (without earthquake-resistance reinforcement) are the most susceptible to structural failure, which causes the greatest loss of life. The State of California has identified unreinforced masonry buildings as a safety issue during earthquakes. In high-risk areas (Bay Area) inventories and programs to mitigate this issue are required. Because Tulare County [geographic area] is not a high-risk area, state law only recommends that programs to retrofit URMs are adopted by jurisdictions." (see Tulare County General Plan 2030 Update Background Report, page 8-8 at: https://generalplan.co.tulare.ca.us/documents/GeneralPlan2010/Appendix%20B%20-%20Background%20Report.pdf).

As shown in the California Department of Conservation, CA Geological Survey, the Project site is not located within an earthquake fault zone. (See: https://maps.conservation.ca.gov/cgs/informationwarehouse/eqzapp/#data_s=id%3AdataSource_4-191d8e6d993-layer-25%3A5083120)

Landslides

Landslides are gravity-driven movements of earth materials that can include rock, soil, unconsolidated sediment, or combinations of such materials. The rate of landslide movement can vary; some move rapidly, as in a soil or rock avalanche, while other landslides creep or move slowly for long periods of time. The susceptibility of a given area to landslides depends on many variables, although the general characteristics that influence landslide hazards are widely acknowledged. Some important factors are:

- **Slope Material.** Loose, unconsolidated soils and soft, weak rocks are more hazardous than are firm, consolidated soils or hard bedrock.
- **Slope Steepness.** Most landslides occur on moderate to steep slopes.
- **Structure and Physical Properties of Materials.** This includes the orientation of layering and zones of weakness relative to slope direction.
- **Water Content.** Increased water content increases landslide hazard by decreasing friction and adding weight to the materials on a slope.
- **Vegetation Coverage.** Abundant vegetation with deep roots promotes slope stability.
- **Proximity to Areas of Erosion or Human-made Cuts.** Undercutting slopes can greatly increase landslide potential.
- **Earthquake Ground Motions.** Strong seismic ground motions can trigger landslides in marginally stable slopes or loosen slope materials, and also increase the risk of future landslides.

The Project site does not contain areas susceptible to landslides.

Regulatory Setting

Federal

Paleontological Resources Preservation Act

The federal Paleontological Resources Preservation Act of 2002 limits the collection of vertebrate fossils and other rare and scientifically significant fossils to qualified researchers who have obtained a permit from the appropriate state or federal agency. Additionally, it specifies these researchers must agree to donate any materials recovered to recognized public institutions, where they will remain accessible to the public and to other researchers. This act incorporates key findings of a report, Fossils on Federal Land and Indian Lands, issued by the Secretary of Interior in 2000, which establishes that most vertebrate fossils and some invertebrate and plant fossils are considered rare resources.

State

Alquist-Priolo Earthquake Fault Zoning Act

The Alquist-Priolo Earthquake Fault Zoning Act was passed in 1972 to mitigate the hazard of surface fault rupture to structures used for human occupancy.2 The main purpose of this act is to prevent the construction of buildings used for human occupancy on top of active faults. This act only addresses the hazard of surface fault rupture and is not directed toward other earthquake hazards, such as earthquake induced liquefaction or landslides.3 This act requires the State Geologist to establish regulatory zones (known as Earthquake Fault Zones or Alquist-

Priolo Zones) around surface traces of active faults, and to issue appropriate maps.4 The maps, which are developed using existing United States Geological Survey's (USGS) 7.5-minute quadrangle map bases, are then distributed to all affected cities, counties, and state agencies for their use in planning and controlling new or renewed construction. Generally, construction within 50 feet of an active fault zone is prohibited.

Seismic Hazards Mapping Act

The Seismic Hazards Mapping Act, which was passed in 1990, addresses seismic hazards such as liquefaction and seismically induced landslides. Under this act, seismic hazard zones are mapped by the State Geologist to assist local governments in land use planning. Section 2691(c) of this act states that "it is necessary to identify and map seismic hazard zones in order for cities and counties to adequately prepare the safety element of their general plans and to encourage land use management policies and regulations to reduce and mitigate those hazards to protect public health and safety." Section 2697(a) of the act states that "cities and counties shall require, prior to the approval of a project located in a seismic hazard zone, a geotechnical report defining and delineating any seismic hazard.

California Building Code

The State of California provides a minimum standard for building design through Title 24 of the California Code of Regulations (CCR), commonly referred to as the California Building Code (CBC). The CBC is in Part 2 of Title 24. The CBC is updated every three years (it is currently being updated for Year 2026). It is generally adopted on a jurisdiction-by-jurisdiction basis, subject to further modification based on local conditions. They also regulate grading activities, including drainage and erosion control. The CBC contains general building design and construction requirements relating to fire and life safety, structural safety, and access compliance. CBC provisions provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures and certain equipment. Through the CBC, the State provides a minimum standard to protect property and public safety by regulating the design and construction of excavations, foundations, building frames, retaining walls, and other building elements to mitigate the effects of seismic shaking and adverse soil conditions. They also regulate grading activities, including drainage and erosion control.

California Environmental Quality Act (CEQA)

Paleontological resources are afforded protection under the CEQA. The Society of Vertebrate Paleontology has set significance criteria for paleontological resources. Most practicing professional vertebrate paleontologists adhere closely to the Society of Vertebrate Paleontology's assessment, mitigation, and monitoring requirements as specifically provided in its standard guidelines. Most State regulatory agencies with paleontological laws,

ordinances, regulations, and standards accept and use the professional standards set forth by the Society of Vertebrate Paleontology.

California Public Resources Code (PRC) Section 5097

PRC Section 5097.5 prohibits the destruction or removal of any paleontological site or feature from public lands without the permission of the jurisdictional agency.

California Penal Code Section 622.5

The California Penal Code Section 622.5 details the penalties for damage or removal of paleontological resources, whether from private or public lands.

Regional

Tulare County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)

The Tulare County Office of Emergency Services prepared the MJHMP together with several jurisdictions in Tulare County, including the Tule River Tribe. The MJHMP was prepared in accordance with the Disaster Mitigation Act of 2000 and followed the Federal Emergency Management Agency (FEMA) 2011 Local Hazard Mitigation Plan guidance. The most recent MJHMP, adopted in 2023, includes hazard mitigation goals, strategies, and priorities, and provides a comprehensive assessment of the area's hazards and vulnerabilities. The MJHMP is a guide to hazard mitigation throughout Tulare County and serves as a tool to help decision makers direct hazard mitigation activities and resources. In the context of the MJHMP, mitigation is an action that reduces or eliminates long-term risk to people and property from hazards, including those occurring naturally, such as earthquakes, and those caused by humans as well.

Local Regulations

None that apply to the Project.

Discussion

a) Would the Project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

No Impact: The proposed Project does not include any new permanent structures intended for human occupancy. No substantial faults are known to traverse Tulare County according to the Alquist-Priolo Earthquake Fault Zoning Maps and the California Department of Conservation. The proposed Project site is located on solid rock formation and is not at risk from subsidence, liquefaction, or sliding. Also, as noted earlier, the CA Geological Survey indicates that the Project site is not located within an earthquake fault zone. As such, the Project site would not experience surface rupture in the event of an earthquake. Therefore, based on the analysis and information provided herein, there would be *no impact*.

ii.Strong seismic ground shaking?

Less Than Significant Impact: The proposed Project comprises of bedrock. Ground shaking is responsible for most of the damage from earthquakes and can damage or destroy buildings, structures, pipelines, and infrastructure. The intensity of shaking depends on the type of fault, distance to the epicenter, magnitude of the earthquake, and subsurface geology. The Clovis Fault, Owens Valley Fault Group, and San Andreas Fault are potentially capable of producing the most intense ground accelerations. All new components of the Project would be constructed pursuant to the proposed project would be designed to meet current design standards in the latest CBC. Project design features would reduce the exposure of people and structures to harm from strong ground-shaking hazards such that there would not be a significant impact. Therefore, based on the analysis and information provided herein, the impact would be *less than significant.*

iii.Seismic-related ground failure, including liquefaction?

No Impact:. Secondary effects of earthquakes are nontectonic processes such as ground deformation, including fissures, settlement, displacement, and loss of bearing strength, and are the leading causes of damage to structures during a moderate to large earthquake. Secondary effects could lead to ground deformation, including liquefaction, lateral spreading, seismically induced landslides, and ground lurching. The Project would be entirely located on bedrock that would not be conducive to ground failure, including liquefaction. Therefore, based on the analysis and information provided herein, there would be *no impact.*

iv.Landslides?

No Impact: The proposed Project Site is located on bedrock and although near hills to the east, the slopes of the hills in the area are short in length and have minimal slopes resulting in no potential for landslides. No geologic landforms exist on or near the Project Site, as such, it is unlikely that a landslide event would occur. Therefore, based on the analysis and information provided herein, *no impact* would occur.

Mitigation Measures: None Required

b) Would the Project result in substantial soil erosion or the loss of topsoil?

No Impact: As noted earlier, the Project site is located on bedrock with shallow surface soils, the potential for erosion is low. However, construction-related activities and increased impermeable surfaces can increase the probability for erosion to occur. Construction-related impacts related to erosion would be temporary, short-term, and intermittent.

The CBC provides regulations for construction to provide proper grading, drainage, and erosion and sediment control. Erosion-control measures can include seeding slopes, installation of temporary dikes and swales, placement of straw bales and filter fences, outlet protection, grass-lined swales, and installation of sediment retention structures, as appropriate for specific sites. In addition,

Adherence to existing regulatory requirements such as the CBC grading and drainage requirements, would ensure that impacts associated with substantial erosion and loss of topsoil in the Project site would be avoided or minimized. The Project site would be required to implement best management practices (BMPs) as specified by a Stormwater Pollution Prevention Plan (SWPPP), which are developed to prevent significant impacts related to erosion from construction-related activities. Impacts related to erosion would be limited to construction-related activities and would be temporary, short-term, and intermittent. As such, based on the analysis and information provided herein, there would be *no impact.*

Mitigation Measures: None Required

c) Would the Project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

No Impact: As addressed in response to earlier Items a) and b), the Project site is not situated in an area susceptible to landslides, liquefaction, or other geological hazards. Lateral spreading, induced by liquefaction, occurs when seismic ground shaking causes slopes with saturated soils to liquefy and flow toward the open slope face. However, the Project site lacks significant slopes, which would minimize if not entirely neutralize this concern. Ground subsidence generally occurs when overdrafts from a groundwater basin diminish the upward hydraulic pressure that supports the land surface above, leading to the consolidation or settlement of the underlying soils. Additionally, geological hazards would be accounted for through the implementation of seismic standards outlined by the California Building Code. Therefore, based on the analysis and information contained herein, there would be *no impact*.

Mitigation Measures: None Required

d) Would the Project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

No Impact: As noted earlier, the Project site is generally located on shallow soil (with an approximate depth of 36") lain over bedrock. Prior to initiation of construction-related activities of the Project site, potential geological or seismic hazards would be identified early in the process and soil characteristics would be evaluated that would determine if the soils are expansive. Typically, proposed development on expansive soils follows regulations imposed by the CBC, such as standards for seismic safety, excavation, foundations, retaining walls, site demolition, and grading activities, including drainage and erosion control. Specific engineering methods that could be used to reduce the impact of expansive soils include drainage-control devices to limit water infiltration near foundations, over-excavation and re-compaction of engineered fill method, or support of the foundation with piles. Compliance with state, regional, and local regulations pertaining to structural safety regarding a geologic unit or soils that are unstable and could result in landslides, lateral spreading, subsidence, liquefaction, or collapse, and would ensure that results from implementation of the proposed project would not directly or indirectly cause substantial adverse effects, including the risks to life or property. As noted earlier, as the Project Site is generally located on shallow soil lain over bedrock, it is not in an area with expansive soils. Because the soils associated with the Project do not exhibit shrink-swell behavior, implementation of the Project would not pose a risk to life or property caused by expansive soils. Therefore, based on the analysis and information provided herein, there would be *no impact.*

Mitigation Measures: None Required

e) Would the Project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No Impact: The proposed Project would not use septic tanks or alternative wastewater disposal systems. Therefore, based on the analysis and information provided herein, *no impact* would occur.

Mitigation Measures: None Required

f) Would the Project directly or indirectly destroy a unique paleontological resource or Site or unique geologic feature?

Less Than Significant Impact with Mitigation Incorporated: "Paleontological resources (i.e., fossils) are considered nonrenewable scientific resources because once destroyed, they cannot be replaced. As such, paleontological resources are afforded protection under the state and local laws and regulations briefly discussed in this chapter. Federal laws and

regulations only apply when projects are located on federal lands or federally managed lands, or when they are federally funded." (South County Detention Facility Draft Environmental Impact Report. Appendix "Historic Resource Report 1545 & 1591 South Newcomb Street, Porterville, CA" February 2013. Page 2 of Appendix C, "Paleontological Resources Assessment Report for the South County Detention Facility Project, Porterville, Tulare County, California" Appendix C. Prepared by Applied EarthWorks, Inc. February 2013. Page 2. Certified and adopted by the Tulare County Board of Supervisors June 25, 2013. Resolution No. 2013-0390).

"Paleontological resources comprise fossils – the remains or traces of once-living organisms preserved in sedimentary deposits – together with the geologic context in which they occur. Sedimentary deposits include unconsolidated or semi-consolidated "soils" or sedimentary rocks. Most fossil remains are the preserved hard parts of plants or animals, and include bones and/or teeth of once-living vertebrate animals, shells or body impressions of invertebrate animals, and impressions or carbonized or mineralized parts of plants (e.g. "petrified wood"). Trace fossils include preserved footprints, trackways, and burrows of prehistoric animals and root marks created by plants. Fossils are scientifically important as they provide the only available direct evidence of the anatomy, geographic distribution, and paleoecology of organisms of the past. Scientific studies based on fossils and comparisons between them continue to refine details of the basic history of life. In conjunction with physical geologic investigations, the use of fossils as indicators of geologic time and ancient environments also contributes to understanding of the physical history of the earth, the distribution of mineral resources, dynamics of earth processes, and past climatic changes." (Sequoia Gateway Commerce and Business Park Specific Plan DEIR SCH No. 2015081056, page. 3.5-3. Prepared by Bert Verrips Environmental Consulting. September 2018, accessed at: https://tularecounty.ca.gov/rma/projects/planning-projects/applicant-projects/sequoia-gateway-commerce-park/); Certified and adopted by the Tulare County Board of Supervisors December 4, 2018. Resolution No. 2018-0938.)

Potential for fossils to occur within Project Area can be based on geologic indicators. Quaternary period deposits consist of alluvial material that can be conducive to preserving once-living organisms in sedimentary deposits wherein, over time, the once-living organisms became fossilized. The Project area lies within metamorphic rock (Pre-Cenozoic period) and is east of Quaternary period deposits. (see GeoScienceWorld Research Article April 1, 2013; page 193 by John Wakabayashi which can be accessed at: https://pubs.geoscienceworld.org/gsa/geosphere/article/9/2/191/132574/paleochannels-stream-incision-erosion-topographic). "The Quaternary period includes the older Pleistocene Epoch (about 2.6 million to 10,000 years ago) and the Holocene (Recent) Epoch, which includes approximately the last 10,000 years. The Pleistocene Epoch is informally termed the Ice Age, and this is the depositional period which yields vertebrate fossils, and therefore deposits from this period are considered highly sensitive for paleontological resources. The Holocene deposits, which comprise more recent layers that were deposited on top of the Pleistocene material, yield few if any vertebrate fossils, and thus are considered

to have a low sensitivity for paleontological resources. However, since Holocene strata have some potential to preserve fossil materials, there is always a possibility of fossil discoveries in these younger materials. In the eastern San Joaquin Valley, the thickness of the Holocene deposits overlying the Pleistocene deposits generally increases with distance westward from the lower foothills of the Sierra." (Sequoia Gateway Commerce and Business Park Specific Plan DEIR (SCH No. 2015081056). page. 3.5-4. Prepared by Bert Verrips Environmental Consulting. September 2018. Certified and adopted by the Tulare County Board of Supervisors December 4, 2018. Resolution No. 2018-0938)

No paleontological resources or sites, or unique geologic features have previously been encountered on the proposed Project site. As noted earlier, a cultural resources records search was conducted of the site. No archaeological deposits or isolated finds were identified during that search. Although it cannot conclusively be demonstrated that no subsurface paleontological resources are present, it is possible to mitigate potentially significant impacts with Mitigation Measure GEO-1. With the implementation the Mitigation Measure GEO-1 Project-specific impacts related to this Checklist Item will be reduced to a Less Than Significant Impact with Mitigation. Regardless of type, development would be required to comply with the federal Paleontological Resources Preservation Act that limits the collection of vertebrate fossils and other rare and scientifically significant fossils to qualified researchers who have obtained a permit from the appropriate state or federal agency and the California Public Resources Code Section 5097 that prohibits the removal of any paleontological site or feature from public lands without the permission of the jurisdictional agency. Ground-disturbing construction-related activities (e.g., grading and excavation) associated with the Project site could uncover fossilized remains of organisms from prehistoric environments that have not been recorded. The implementation protocols and adherence to the Society of Vertebrate Paleontology standards would ensure the protection of unique paleontological resources during construction-related activities.

There are no unique geologic features or known paleontological resources located within the Project site. Compliance with state, regional, and local regulations pertaining to paleontological resources, would ensure that the Project would not directly or indirectly destroy a unique paleontological resource or unique geologic feature. However, Mitigation Measure GEO-1 is required in the event of inadvertent discovery of a paleontological resource to ensure potential impacts are not significant. Therefore, based on the analysis and information contained herein, impacts would be *less than significant with mitigation*.

Mitigation Measure: See GEO-1

Mitigation Measure GEO-1: If a suspected unique paleontological resource were to be discovered during construction of the Project, the following protocol shall be implemented:

- If a potentially significant paleontological resource is encountered during ground disturbing activities, all construction within a 100-foot radius of the find shall immediately

cease until a qualified paleontologist meeting the Society of Vertebrate Paleontology standards has evaluated the find in accordance with federal, state, and local guidelines. If it is determined to be a unique resource, such measures may include avoidance, preservation in place, data recovery and associated documentation, or other appropriate measures. Construction activity may continue unimpeded in other portions of the Project Site. whether the resources requires further study. The Project Manager shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. The paleontologist shall notify the City of Porterville and/or a Tribal representative or other designee (e.g., the project manager) of the procedures that must be followed before construction-related activity is allowed to resume at the location of the find.

Cumulative Impact: Less than Significant

The geographic area of this cumulative analysis is Tulare County and the Tule River Reservation. Although it cannot conclusively be demonstrated that no subsurface paleontological resources are present, it is possible to mitigate potentially significant impacts with Mitigation Measure GEO-1. With implementation of Mitigation Measure GEO-1, Project-specific impacts related to this Checklist Item will be reduced to Less Than Significant levels. The Project site would not result in significant impacts related to geology and soils. Although the Project site includes some potentially significant hazards resulting from strong ground shaking, the Project would be subject to regulations pertaining to seismic safety as required by CBC requirements. Compliance with these requirements would, to the maximum extent practicable, reduce cumulative Project-related impacts that pertain to seismic shaking, seismic-related ground failure, seismically induced landslides, soil erosion, and unstable soils. Similarly, compliance with relevant requirements of the CBC, would minimize the cumulative impacts associated with substantial erosion or loss of topsoil. In the unlikely event that previously unknown resources are discovered during construction-related activities the find would be evaluated on its own merits. Cumulative development in adjacent jurisdictions would be subject to the same federal, state, and local regulations. Since impacts associated with geology and soils are by their nature focused on specific sites or areas, a less-than significant impact within the Project site to avoid impacts related to geology and soils from the proposed Project, would not contribute to a cumulative increase in hazards in the immediate Tulare County or the Tule River Reservation areas. Therefore, based on the analysis and information provided herein, cumulative impacts associated with geology and soils would *be less than significant*; with the exception of paleontological resources which would require mitigation as specified earlier.

VIII. GREENHOUSE GAS EMISSIONS

Would the Project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.	☐	☐	☐	☑
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☑

Qualified consultants Core Environmental Consulting, LLC., prepared the *"Technical Report Health Risk Assessment for Tule Active Transportation Plan Phase I"* (HRA Report) project which is used to provide technical expertise support regarding air quality, greenhouse gas, and health risk assessment items of this MND. The HRA Report is included in its entirety as Appendix A of this MND. Where necessary, and if available, additional site-specific facts, data, information, etc., are included in this discussion.

Environmental Setting

Climate Change is a change in the average weather of the earth that may be measured by alterations in wind patterns, storms, precipitation, and temperatures. These changes are assessed using historical records of temperature changes occurring in the past, such as during previous ice ages. Many of the concerns regarding climate change use this data to extrapolate a level a statistical significance, specifically focusing on temperature records from the last 150 years, the Industrial Age, which differ from previous climate changes in rate and magnitude.

In California, climate change may result in consequences such as the following form (CCCC 2006 and Moser et al. 2009).

1. A reduction in the quality and supply of water to the State from the Sierra snowpack.
2. Increased risk of large wildfires.
3. Reduction in the quality and quantity of certain agriculture products.
4. Exacerbation of air quality problems.
5. A rise in sea levels resulting in the displacement of coastal businesses and residences.
6. Damage to marine ecosystems and their natural environment.
7. An increase in infections, disease, asthma, and other health-related problems.
8. A decrease in the health and productivity of California's forest. (CCCC 2006 and Moser et al. 2009)

Greenhouse Gases (GHG) are gases that trap heat in the atmosphere and the presence of GHGs in the atmosphere affects the earth's temperature. The effect is equivalent to the way a greenhouse retains heat. Natural processes and human activities emit greenhouse gases. Common GHGs include water vapor, carbon dioxide, methane, nitrous oxide, ozone, chlorofluorocarbons, hydro chlorofluorocarbons, hydro fluorocarbons, per fluorocarbons, sulfur, and hexafluoride. Human activities, such as electricity production and vehicle use, have elevated the concentration of these gases in the atmosphere beyond the level of naturally occurring concentrations.

GHGs as defined by AB 32 include the following gases: carbon dioxide, methane, nitrous oxide, hydrocarbons, perfluorocarbons, and sulfur hexafluoride. GHGs as defined by AB 32 and sources are summarized in Table 3-10.

Table 3-10: Greenhouse Gases; Source: EPA, Intergovernmental Panel on Climate Change

Greenhouse Gas	Description and Physical Properties	Lifetime	GWP	Sources
Methane (CH4)	Is a flammable gas and is the main component of natural gas	12 years	21	Emitted during the production and transport of coal, natural gas, and oil. Methane emissions also result from livestock and other agricultural practices and by the decay of organic waste in municipal solid waste landfills.
Carbon dioxide (CO2)	An odorless, colorless, natural greenhouse gas.	30-95 years	1	Enters the atmosphere through burning fossil fuels (coal, natural gas and oil), solid waste, trees and wood products, and also as a result of certain chemical reactions (e.g., manufacture of cement). Carbon dioxide is removed from the atmosphere (or "sequestered") when it is absorbed by plants as part of the biological carbon cycle.

Table 3-10: Greenhouse Gases; Source: EPA, Intergovernmental Panel on Climate Change				
Greenhouse Gas	**Description and Physical Properties**	**Lifetime**	**GWP**	**Sources**
Chloro-fluorocarbons	Gases formed synthetically by replacing all hydrogen atoms in methane or ethane with chlorine and/or fluorine atoms. They are non-toxic nonflammable, insoluble and chemically unreactive in the troposphere (the level of air at the earth's surface).	55-140 years	3,800 to 8,100	Were synthesized in 1928 for use as refrigerants, aerosol propellants, and cleaning solvents. They destroy stratospheric ozone.
Hydrofluoro-carbons	A man-made greenhouse gas. It was developed to replace ozone-depleting gases found in a variety of appliances. Composed of a group of greenhouse gases containing carbon, chlorine an at least one hydrogen atom.	14 years	140 to 11,700	Powerful greenhouse gases that are emitted from a variety of industrial processes. Fluorinated gases are sometimes used as substitutes for stratospheric ozone-depleting substances. These gases are typically emitted in smaller quantities, but because they are potent greenhouse gases.
Nitrous oxide (N2O)	Commonly known as laughing gas, is a chemical compound with the formula N2O. It is an oxide of nitrogen. At room temperature, it is a colorless, non-flammable gas, with a slightly sweet odor and taste. It is used in surgery and dentistry for its anesthetic and analgesic effects.	120 years	310	Emitted during agricultural and industrial activities, as well as during combustion of fossil fuels and solid waste.
Pre-fluorocarbons	Has a stable molecular structure and only breaks down by ultraviolet rays about 60 kilometers above Earth's surface.	50,000 years	6,500 to 9,200	Two main sources of pre-fluorocarbons are primary aluminum production and semiconductor manufacturing.

Table 3-10: Greenhouse Gases; Source: EPA, Intergovernmental Panel on Climate Change				
Greenhouse Gas	**Description and Physical Properties**	**Lifetime**	**GWP**	**Sources**
Sulfur hexafluoride	An inorganic, odorless, colorless, and nontoxic nonflammable gas.	3,200 years	23,900	This gas is manmade and used for insulation in electric power transmission equipment, in the magnesium industry, in semiconductor manufacturing and as a tracer gas.

Each of the designated gases described above can reside in the atmosphere for different amounts of time, ranging from a few years to thousands of years. All of these gases remain in the atmosphere long enough to become well mixed, meaning that the amount that is measured in the atmosphere is roughly the same all over the world regardless of the source of the emission.

Potential Climate Change Impacts for California

Observed changes over the last several decades across the western United States reveal clear signs of climate change. Statewide, average temperatures increased by about 1.7 degrees Fahrenheit (°F) from 1895 to 2011, and warming has been greatest in the Sierra Nevada. The years from 2014 through 2016 showed unprecedented temperatures, with 2014 being the warmest. By 2050, California is projected to warm by approximately 2.7°F above 2000 averages, a threefold increase in the rate of warming over the last century. By 2100, average temperatures could increase by 4.1°F to 8.6°F, depending on emissions levels.

Overall, California has become drier over time, with five of the eight years of severe to extreme drought occurring between 2007 and 2016, and with unprecedented dry years in 2014 and 2015. Statewide precipitation has become increasingly variable from year to year, with the driest consecutive four years occurring from 2012 to 2015.

Global climate change risks to California include impacts to public health, water resources, agriculture, coastal sea level, forest and biological resources, and energy.

California's GHG Sources and Relative Contribution

As noted in the General Plan EIR, in 2021, the statewide GHG emissions inventory was updated for 2000 to 2019 emissions using the GWPs in IPCC's AR4. 17 Based on these GWPs, California produced 418.2 MMTCO2e GHG emissions in 2019. California's transportation sector was the single-largest generator of GHG emissions, producing 39.7 percent of the state's total emissions. Industrial sector emissions made up 21.1 percent, and electric power generation made up 14.1 percent of the state's emissions inventory. Other major sectors of GHG emissions

include commercial and residential (10.5 percent), agriculture and forestry (7.6 percent), high GWP (4.9 percent), and recycling and waste (2.1 percent).

Transportation emissions continued to decline in 2019 statewide as they had done in 2018, with even more substantial reductions due to a significant increase in renewable diesel. Since 2008, California's electricity sector has followed an overall downward trend in emissions. In 2019, solar power generation continued its rapid growth since 2013. Emissions from high-GWP gases made up 4.9 percent of California's emissions in 2019.

Tule River Reservation Emissions

The existing land uses where the Project will occur is The Village area of Tule River Reservation which generally consists of residences, retail, office, commercial, and institutional (i.e., Tribal Governance) uses. Operation of these land uses generates typical GHG emissions from natural gas used for energy, heating, and cooking; electricity usage; vehicle trips for employees and residents; area sources such as landscaping and agricultural equipment and consumer cleaning products; water demand; waste generation; and solid waste generation.

Regulatory Setting

Climate changes is a global, national, state, and local issue involving greenhouse gas emissions from all around the world; therefore, countries around the world, including the United States, have established regulations to assist in the emissions of GHGs. The following are a brief description of international, national, state, and local regulations.

International

Intergovernmental Panel on Climate Change (1998)

The United Nations and the World Meteorological Organization established the Intergovernmental Panel on Climate Change to assess the scientific, technical and socio-economical information relevant to understanding the scientific basis of risk of human-induced climate change and its potential impacts.

United Nations Framework Convention on Climate Change (1994)

Governments gather and share information on GHG emissions, national polices and best practices; launch national strategies for addressing GHG emissions and adapting to expected impacts.

Kyoto Protocol (Adopted 1997, effective 2005)

Sets binding targets for 37 industrialized countries and the European community for reducing GHG emissions at an average of 5% against 1990 levels over the five-year period of 2008-2012

Paris Climate Agreement (adopted 2015, effective 2016)

The Paris Climate Agreement is an agreement within the United UNFCCC to limit global temperature rise to 2 degrees Celsius above preindustrial levels. Under the agreement, each country determines, plans, and regularly reports its own contribution to mitigate global warming. The agreement is voluntary and is not legally binding. Its is noted that the United States withdrew from this agreement in January 2025.

Federal

The United States Environmental Protection Agency (USEPA) announced on December 7, 2009, that GHG emissions threaten the public health and welfare of the American people and that GHG emissions from on-road vehicles contribute to that threat.

To regulate GHGs from passenger vehicles, the USEPA was required to issue an endangerment finding. GHGs—CO2, CH4, N2O are applicable to the Project's GHG emissions inventory because they constitute the majority of GHG emissions and, according to guidance by the San Joaquin Valley Unified Air Pollution Control District (SJVAPCD), are the GHG emissions that should be evaluated as part of a project's GHG emissions inventory.

- *U.S. Mandatory Report Rule for Greenhouse Gases (2009)*
- *Update to Corporate Average Fuel Economy Standards (2021 to 2026)*
- *USEPA Regulation of Stationary Sources under the Clean Air Act (Ongoing)*

State

As indicated in the General Plan EIR, Current State of California guidance and goals for reductions in GHG emissions are generally embodied in Executive Order (EO) S-03-05, EO B-30-15, EO B-55-18, Assembly Bill 32 (AB 32), SB 32, and SB 375.

- *Executive Order S-03-05.* EO S-03-05, signed June 1, 2005, set the following GHG-reduction targets for the state:
  - 2000 levels by 2010.
  - 1990 levels by 2020.
  - 80 percent below 1990 levels by 2050.

- *Assembly Bill 32.* AB 32 was passed by the California state legislature on August 31, 2006, to place the state on a course toward reducing its contribution of GHG emissions. AB 32 follows the 2020 tier of emissions reduction targets established in EO S 03 05. CARB

prepared the 2008 Climate Change Scoping Plan (Scoping Plan) to outline a plan to achieve the GHG-emissions reduction targets of AB 32.

- Executive Order B-30-15. EO B-30-15, signed April 29, 2015, set a goal of reducing GHG emissions in the state to 40 percent of 1990 levels by year 2030. EO B-30-15 also directed CARB to update the Scoping Plan to quantify the 2030 GHG reduction goal for the state and requires state agencies to implement measures to meet the interim 2030 goal as well as the long-term goal for 2050 in EO S-03- 05. It also requires the Natural Resources Agency to conduct triennial updates of the California adaption strategy, Safeguarding California, to ensure climate change is accounted for in state planning and investment decisions.

- Senate Bill 32 and Assembly Bill 197. In September 2016, SB 32 and AB 197 were signed into law, making the EO goal for year 2030 into a statewide mandated legislative target. AB 197 established a joint legislative committee on climate change policies and requires CARB to prioritize direct emissions reductions rather than the market-based cap-and-trade program for large stationary, mobile, and other sources.

- 2017 Scoping Plan Update. EO B-30-15 and SB 32 required CARB to prepare another update to the Scoping Plan to address the 2030 target for the state. On December 24, 2017, CARB adopted the 2017 Scoping Plan Update, which outlined potential regulations and programs, including strategies consistent with AB 197 requirements, to achieve the 2030 target. The 2017 Scoping Plan established a new emissions limit of 260 MMTCO2e for the year 2030, which corresponds to a 40 percent decrease in 1990 levels by 2030.

In addition to the statewide strategies listed here, the 2017 Scoping Plan also identified local governments as essential partners in achieving the State's long-term GHG reduction goals and identified local actions to reduce GHG emissions. The statewide per-capita goals were developed by applying the percentage reductions necessary to reach the 2030 and 2050 climate goals (i.e., 40 and 80 percent, respectively) to the State's 1990 emissions limit established under AB 32.

For California Environmental Quality Act (CEQA) projects, CARB states that lead agencies have the discretion to develop evidenced-based numeric thresholds (mass emissions, per capita, or per service population)—consistent with the Scoping Plan and the state's long-term GHG goals.

The 2017 Scoping Plan scenario is set against what is called the business-as-usual yardstick—that is, what would the GHG emissions look like if the State did nothing at all beyond the existing policies that are required and already in place to achieve the 2020 limit, as shown in Table 4.8-3, 2017 Climate Change Scoping Plan Emissions Reductions Gap. Table 4.8-4, provides estimated GHG emissions by sector, compared to 1990 levels, and the range of GHG emissions for each sector estimated for 2030

Executive Order B-55-18. EO B-55-18, signed September 10, 2018, sets a goal "to achieve carbon neutrality as soon as possible, and no later than 2045, and achieve and maintain net negative emissions thereafter." EO B-55-18 directs CARB to work with relevant state agencies to ensure future Scoping Plans identify and recommend measures to achieve the carbon neutrality goal.

The 2022 Scoping Plan is currently being updated by CARB to address the GHG-reduction goals of EO B-55-18 by 2045. The 2022 Scoping Plan update will consider carbon stock and sequestration and carbon dioxide removal. Based on the preliminary modeling results identified in CARB's April 20, 2022, workshop, the measures in the Scoping Plan will achieve 80 percent below 1990 levels by 2050. The Draft 2022 Scoping Plan was released May 10, 2022, and final adoption is anticipated in late fall 2022.

Senate Bill 375. In 2008, SB 375, the Sustainable Communities and Climate Protection Act, was adopted to connect the GHG emissions-reductions targets established in the 2008 Scoping Plan for the transportation sector to local land use decisions that affect travel behavior. The Tulare County Association of Governments (TCAG) is the MPO for the Tulare region, including the Tule River Reservation. Pursuant to the recommendations of the Regional Transportation Advisory Committee (RTAC), CARB adopted per-capita reduction targets for each of the MPOs rather than a total magnitude reduction target.

2017 Update to the SB 375 Targets. CARB is required to update the targets for the MPOs every eight years. In June 2017, CARB released updated targets and technical methodology and recently released another update in February 2018, which became effective in October 2018.

Regional

San Joaquin Valley Air Pollution Control District

The San Joaquin Valley Air Pollution Control District is made up of eight counties in California's Central Valley: San Joaquin, Stanislaus, Merced, Madera, Fresno, Kings, Tulare, and Kern. The Valley Air District is governed by a Governing Board consisting of representatives from the Board of Supervisors of all eight counties, one Health and Science member, one Physician, and five Valley city representatives.

SJVAPCD CEQA Greenhouse Gas Guidance. The SJVAPCD approach is intended to streamline the process of determining if Project specific GHG emissions would have a significant effect. Best Performance Standards would be established according to performance-based determinations

San Joaquin Valley Carbon Exchange. Intended to quantify, verify, and track voluntary GHG emissions reductions generated within the San Joaquin Valley

Rule 2301. Emission Reduction Credit Banking. Provided an administrative mechanism for sources to bank GHG emissions, mechanism for sources to transfer GHG reductions to other users and defines eligibility standards, quantitative and procedures.

Tulare County Association of Governments (MCAG)

2022 Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS)

The 2022 RTP/SCS noted that the Sustainable Communities and Climate Protection Act of 2008 (SB 375) requires that California's 18 MPOs, including TCAG, incorporate an integrated Sustainable Communities Strategy (SCS) as part of the RTP/SCS. Related to greenhouse gas (GHG) emissions, SB 375 also requires that SCS's must be able to achieve the GHG reduction targets established by the California Air Resources Board (CARB). With the implementation of this Plan, the Tulare region can meet and exceed the greenhouse gas (GHG) targets provided under SB 375. It is noted that TCAG is in the process of preparing its draft 2026 RTP/SCS.

Local

None that apply to the Project.

3.4 Thresholds and Methodology

The impact analysis provided in Chapter 2.6 is based on the application of the following California Environmental Quality Act (CEQA) Guidelines Appendix G, which indicates that a project would have a significant impact on greenhouse gas emissions if it would:

1. *Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.*
2. *Conflict with an applicable plan, policy or regulations adopted for the purpose of reducing the emissions of greenhouse gas emissions.*

GHG emissions and climate change were evaluated in accordance with Appendix G of the 2024 CEQA Guidelines. CEQA Guidelines Section 15064.4 states that, when making a determination with respect to the significance of a project's GHG emissions, a lead agency shall have discretion to determine whether to: (1) Use a model or methodology to quantify greenhouse gas emissions resulting from a project, and which model or methodology to use; and/or (2) Rely on a qualitative analysis or performance-based standards. Section 15064.4 also states that a lead agency should consider the following factors when assessing the significance of the impact of GHG emissions on the environment: (1) The extent to which the project may increase or reduce greenhouse gas emissions as compared to the existing environmental setting; (2) Whether the project emissions exceed a threshold of significance that the lead

agency determines applies to the project; and (3) The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of GHG emissions.

GHG emissions were calculated in the same CalEEMod model used to determine the proposed project's criteria air pollutant emissions. Consistent with SJVAPCD recommendations, construction emissions were amortized over a thirty-year period and added to the annual operational emissions to determine the proposed Project's annual GHG emissions. Consistent with CEQA Guidelines Section 15064(h)(3), project significance was determined based on the proposed Project's consistency with an approved plan or mitigation program that provides specific requirements that will avoid or substantially lessen the cumulative problem within the geographic area of the proposed Project. CARB's 2017 Scoping Plan applies to the proposed Project and are intended to reduce GHG emissions to meet the statewide targets set in Senate Bill (SB) 32. The project efficiency threshold of 6.7 MT CO2e.yr/capita was derived from the CARB Scoping Plan and used to determine the Project's potential impact on greenhouse gas emissions. Thus, the proposed Project would not have a significant effect on the environment if it were found to be consistent with CARB's 2017 Scoping Plan efficiency metric.

a) Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

No Impact: As noted in the HRA Report (page 15), "Construction GHG emissions were estimated using CalEEMod, as described in Section 5 Methodology [of the HRA Report]. Operational GHG emissions would consist of minor lighting electricity use and occasional maintenance trips, resulting in negligible operational GHG emission levels. Combined construction and operational GHG emissions are presented in Table 4 [of the HRA Report]." "GHG emissions are provided for informational purposes only. The Project would not generate substantial long-term GHG emissions. No CEQA significance determination is provided within this HRA for GHG emissions." (HRA Report, page 16). As discussed in the Criteria Pollutants section above [see Item III Air Quality b)], emissions are expected to be even lower with implementation of all State, regional, and local measures."

Construction. Greenhouse gases would be generated during construction-related activities such as site preparation, grading, building construction, application of architectural coatings, and paving. The CalEEMod Emissions report included in Table 2.2.1 in Appendix A of the HRA Report calculates that this Project will create unmitigated maximums of 2,577.67 MT of CO2e emissions during summer months; 1,807.14 MT of CO2e emissions during winter months; 802.504 MT of CO2e emissions on a daily average; and 132.864 MT of CO2e emissions annually. Because Project construction would generate less GHG emissions than this threshold, impacts related to GHG emissions during Project construction would be less than significant.

Operation. As shown in Table 2.3 Operations Emissions Compared Against Thresholds contained in Appendix A of the HRA Report, the proposed Project would not result in any operational greenhouse gas emissions. Operational emissions are projected to remain below established thresholds as there would be no increases to vehicular traffic/trips as the Project is pedestrian oriented.

The SJVAPCD has not formally provided guidance on how to analyze GHG emissions impacts for projects within their San Joaquin Valley Air Basin (SJVAB). Until such time as SJVAPCD provides formal guidance, the following alternative metrics used by air districts in California to assess GHG emissions impacts have been identified:

Also as noted in Table 2.3 Operations Emissions Compared Against Thresholds contained in Appendix A of the HRA Report, there would be no total operational GHG per year. As noted earlier, the Project is pedestrian oriented. As such, the proposed Project would not obstruct implementation of the CARB Scoping Plan and would not conflict with the land use concept plan in TCAG's 2022 RTP/SCS. Therefore, based on the analysis and information provided herein, and in the HRA report (see Appendix A) prepared by qualified consultants Core Environmental Consulting, there would be *no impact* from the Project's operational GHG emissions.

Mitigation Measures: None Required.

b) Would the Project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

No Impact:. Applicable plans adopted for the purpose of reducing GHG emissions include CARB's Scoping Plan and the 2022 TCAG RTP/SCS. A consistency analysis with these plans is presented herein.

The CARB Scoping Plan is applicable to state agencies but is not directly applicable to cities/counties and individual projects (i.e., the Scoping Plan does not require local jurisdictions to adopt its policies, programs, or regulations to reduce GHG emissions). However, new regulations adopted by the State agencies from the Scoping Plan result in GHG emissions reductions at the local level. Future development projects would be required to comply with state GHG emissions reduction measures because they are statewide strategies. The proposed project would not obstruct implementation of the CARB Scoping Plan, and the would be no impact.

Regional Transportation Plan and Sustainable Communities Strategy SB 375 requires each MPO to prepare an SCS in its RTP. TCAG updated and adopted an SCS in its RTP on August 15, 2022 Resolution No. (2022-141). "The SB 375 per capita GHG reduction targets for SCSs set by CARB are considered an important benchmark for progress in reducing GHG from travel activity. In setting the per capita GHG reduction targets from auto and light truck emissions

by 2020 (13% for TCAG) and 2035 (16% for TCAG) from 2005 levels, CARB balances the reduction contribution needed from this component of the Scoping Plan with the ability of the regions to reasonably demonstrate reductions through their SCSs, which are an integral part of fiscally constrained Regional Transportation Plans." (Chapter C SCS, page C-3 https://tc-web.acquiadam.com/assets/share/asset/54bjfv72iv). "It is important to note that a significantly lower population projection for the year 2040 may make it more difficult to achieve GHG reduction targets and harder to implement higher density and mass transportation solutions. Notwithstanding, the 2022 RTP/SCS represents an enhanced effort in GHG per capita reductions as compared to the previous RTP/SCSs, considering updated demographics assumptions. The 2022 RTP/SCS includes higher density with an emphasis on transit-oriented development near Cross-Valley Corridor stations and implementation of the Phase I express bus service all the corridor providing a commute alternative for SR 99, SR 198, SR 65, and SR 63." (SCS, page C-14).

The nature of the Project, summarized as pedestrian enhancements and two pedestrian bridges, would be consistent with all applicable State plans, policies, and regulations. Based on the analysis and information provided herein, the Project would not generate a cumulatively considerable GHG impact, nor would it conflict with any applicable plan, policy or regulation adopted for the purpose of reducing GHG emissions. Therefore, based on the information and analysis contained herein, and in the HRA report (see Appendix A) prepared by qualified consultants Core Environmental Consulting, there would be *no impact* to this resource.

Mitigation Measures: None Required.

Mitigation Measures: None Required.

Based on the analysis and information provided herein, and in the HRA report (see Appendix A) prepared by qualified consultants Core Environmental Consulting, *no mitigation measures are required*.

Cumulative Impact: Less than Significant.

As noted in the General Plan EIR, Project-related GHG emissions are not confined to a particular air basin but are dispersed worldwide. Therefore, impacts under impact discussion Item VIII a) are not project-specific impacts to global warming, but are the proposed Project's contribution to this cumulative impact. As described under impact discussion Item VIII a) , implementation of the proposed Project would only result in an increase in GHG emissions during the Project's construction-related activities. Therefore, overall regional planning area emissions (including this Project's-related GHG emissions and their contribution to global climate change), would not be cumulatively considerable, and GHG emissions impacts would be less than significant, the same as Impact note at Item VIII a). As this Project does not cover a broad-based area, and its emissions will include short-term, temporary, and intermittent, construction-related

activity emissions which will end upon cessation of construction-related activities. Operational emissions are projected to remain below established thresholds as there would be no increases to vehicular traffic/trips as the Project is pedestrian oriented. Therefore, based on the analysis and information provided herein, and although not significant in and of itself, the overall Project impact would result in a *less than significant cumulative impact*.

IX. HAZARDS AND HAZARDOUS MATERIALS

Would the Project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☑	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☑	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☑	☐
d) Be located on a Site which is included on a list of hazardous materials Sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard or excessive noise to the public or the environment?	☐	☐	☐	☑
e) For a Project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the Project area?	☐	☐	☐	☑
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☑	☐
g) Expose people or structures, either directly or indirectly, to significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☑

Environmental Setting

Hazardous Materials Sites

The Department of Toxic Substances Control's (DTSC's) EnviroStor was used to identify any sites associated with the release of hazardous materials or wastes within the Project area. A search of EnviroStor confirmed that neither the Project Site nor the Tule River Reservation is within or near a hazardous area or site. (See: https://www.google.com/maps/@36.0332328,-118.8449611,13z?hl=en-US&entry=ttu&g_ep=EgoyMDI1MDYxNy4wIKXMDSoASAFQAw%3D%3D).

California Government Code Section 65962.5 requires the CalEPA to compile, maintain, and update specified lists of hazardous material release sites. CEQA Section 21092.6 requires the lead agency to consult the lists compiled pursuant to Government Code Section 65962.5 to determine whether the project and any alternatives are identified on any of the following lists:

- USEPA National Priorities List. The USEPA's National Priorities List includes all sites under the USEPA's Superfund program, which was established to fund cleanup of contaminated sites that pose risks to human health and the environment.
- USEPA CERCLIS and Archived Sites. The USEPA's Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) includes a list of 15,000 sites nationally identified as hazardous sites. This would also involve a review for archived sites that have been removed from CERCLIS due to No Further Remedial Action Planned status.
- USEPA RCRIS (RCRA Info). The Resource Conservation and Recovery Act Information System (RCRIS or RCRA Info) is a national inventory system about hazardous waste handlers. Generators, transporters, handlers, and disposers of hazardous waste are required to provide information for this database.
- DTSC Cortese List. The DTSC maintains the Hazardous Waste and Substances Sites (Cortese) list as a planning document for use by the State and local agencies to comply with the CEQA requirements in providing information about the location of hazardous materials release sites. This list includes the Site Mitigation and Brownfields Reuse Program Database.
- DTSC HazNet. The DTSC uses this database to track hazardous waste shipments.
- SWRCB LUSTIS. Through the Leaking Underground Storage Tank Information System (LUSTIS), the SWRCB maintains an inventory of Underground Storage Tanks (USTs) and LUSTs, which tracks unauthorized releases.

Schools

As some land uses are considered more sensitive to airborne hazardous materials than others due to the types of population groups or activities involved. Because sensitive population groups include children, the California Environmental Quality Act (CEQA) requires an evaluation of hazardous emissions or handling hazardous materials, substances, or waste within 0.25 miles of an existing or proposed school, private or public. The nearest school to the Project area is Towanits K-5 Elementary School. As noted earlier, the Envirostor search indicated that neither the Project Site nor the Tule River Reservation is within or near a hazardous area or

site. As such, regardless of any nearby school, there are no hazardous sites within or near the Project area.

Airport Hazards

The nearest public airport is Porterville Municipal Airport; approximately 14 miles west of the Project site. Due to this distance, the Project not located within an airport land use plan.

Regulatory Setting

Federal

United States Environmental Protection Agency

The United States Environmental Protection Agency (USEPA) is the primary federal agency that regulates hazardous materials and waste. In general, the USEPA works to develop and enforce regulations that implement environmental laws enacted by Congress. The agency is responsible for researching and setting national standards for a variety of environmental programs, delegating the responsibility for issuing permits, and monitoring and enforcing compliance to states and Native American tribes. USEPA programs promote handling hazardous wastes safely, cleaning up contaminated land, and reducing waste volumes through such strategies as recycling. California falls under the jurisdiction of USEPA Region 9. Under the authority of the Resource Conservation and Recovery Act (RCRA) and in cooperation with State and tribal partners, the USEPA Region 9 Waste Management and Superfund Divisions manage programs for site environmental assessment and cleanup, hazardous and solid waste management, and underground storage tanks.

United States Department of Transportation

The United States Department of Transportation (USDOT) has the regulatory responsibility for the safe transportation of hazardous materials between states and internationally. The USDOT regulations govern all means of transportation, except for those packages shipped by mail, which are covered by United States Postal Service regulations. The federal RCRA of 1976 (described subsequently) imposes additional standards for the transport of hazardous wastes.

Occupational Safety and Health Administration

The Occupational Safety and Health Administration (OSHA) requires specific training for hazardous materials handlers, provision of information to employees who may be exposed to hazardous materials, and acquisition of material safety data sheets from materials manufacturers. The material safety data sheets describe the risks, as well as proper handling

and procedures, related to specific hazardous materials. Employee training must include response and remediation procedures for hazardous materials releases and exposures.

State

California Environmental Protection Agency

One of the primary State agencies that regulate hazardous materials is CalEPA. CalEPA is authorized by the USEPA to enforce and implement certain federal hazardous materials laws and regulations. The California DTSC, a department of the CalEPA, protects California and its residents from exposure to hazardous waste, primarily under the authority of the RCRA and the California Health and Safety Code. The DTSC requirements include the need for written programs and response plans, such as Hazardous Materials Business Plans. The DTSC programs include dealing with aftermath clean-ups of improper hazardous waste management, evaluation of samples taken from sites, enforcement of regulations regarding use, storage, and disposal of hazardous materials, and encouragement of pollution prevention.

California Division of Occupational Safety and Health

Like OSHA at the federal level, the California Division of Occupational Safety and Health (Cal/OSHA) is the responsible State-level agency for ensuring workplace safety. Cal/OSHA assumes primary responsibility for the adoption and enforcement of standards regarding workplace safety and safety practices. In the event that a work site is contaminated, a Site Safety Plan must be crafted and implemented to protect the safety of workers. Site Safety Plans establish policies, practices, and procedures to prevent the exposure of workers and members of the public to hazardous materials originating from the contaminated site or building.

California Office of Emergency Services (Cal OES)

Cal OES was established as part of the Governor's Office on January 1, 2009. It was created pursuant to Assembly Bill (AB) 38, which merged the duties, powers, purposes, and responsibilities of the former Governor's Emergency Management Agency with those of the Governor's Office of Homeland Security. Cal OES is responsible for the coordination of overall State agency response to major disasters in support of local government. The agency is responsible for ensuring the State's readiness to respond to and recover from all hazards—natural, humanmade, emergencies, and disasters—and for assisting local governments in their emergency preparedness, response, recovery, and hazard mitigation efforts.

California Department of Transportation (Caltrans) and California Highway Patrol (CHP)

Caltrans and the CHP are the two State agencies that have primary responsibility for enforcing federal and State regulations and responding to hazardous materials transportation

emergencies. Caltrans is also the first responder for hazardous material spills and releases that occur on highways, freeways, and intercity rail lines. The CHP enforces hazardous materials and hazardous waste labeling and packing regulations designed to prevent leakage and spills of materials in transit and to provide detailed information to cleanup crews in the event of an accident.

California Building Code

The State of California provided a minimum standard for building design through the California Building Code (CBC), which is found in Title 24, Part 2 of the California Code of Regulations. The CBC is updated every three years. It is generally adopted on a jurisdiction-by-jurisdiction basis and may be subject to further modification based on local conditions. Commercial and residential buildings are plan-checked by local city and county building officials for compliance with the typical fire safety requirements of the CBC, including the installation of sprinklers in all high-rise buildings and the establishment of fire-resistance standards for fire doors and building materials. Section 414 of the CBC includes requirements for buildings and structures occupied for the manufacturing, processing, dispensing, use, or storage of hazardous materials.

California Health and Safety Code

California Health and Safety Code Chapter 6.95 and California Code of Regulations Title 19, Section 2729 set out the minimum requirements for business emergency plans and chemical inventory reporting. These regulations require businesses to provide emergency response plans and procedures, training program information, and a hazardous material chemical inventory disclosing hazardous materials stored, used, or handled on-site. A business that uses hazardous materials or a mixture containing hazardous materials must establish and implement a business plan if the hazardous material is handled in certain quantities.

California Fire Code

California Code of Regulations, Title 24, also known as the California Building Standards Code, contains the California Fire Code (CFC), included as Part 9. Updated every three years, the CFC includes provisions and standards for emergency planning and preparedness, fire service features, fire protection systems, hazardous materials, fire flow requirements, and fire hydrant locations and distribution. Similar to the CBC, the CFC is generally adopted on a jurisdiction-by-jurisdiction basis, subject to further modification based on local conditions.

Regional

Central Valley Regional Water Quality Control Board

The Porter-Cologne Water Quality Control Act established the State Water Resources Control Board (SWRCB) and divided the state into nine regional basins, each under the jurisdiction of a Regional Water Quality Control Board (RWQCB). The Central Valley Region (Region 5) is the RWQCB that regulates water quality in the Project Area. The Central Valley RWQCB has the authority to require groundwater investigations when the quality of groundwater or surface waters of the state is threatened, and to require remediation actions, if necessary.

San Joaquin Valley Air Pollution Control District

The San Joaquin Valley Air Pollution Control District (SJVAPCD or Air District) has primary responsibility for control of air pollution from sources other than motor vehicles and consumer products (which are the responsibility of CalEPA and California Air Resources Board [CARB]). The SJVAPCD is responsible for preparing attainment plans for non-attainment criteria pollutants, control of stationary air pollutant sources, and the issuance of permits for activities including demolition and renovation activities affecting asbestos-containing materials (District Regulation VII, Rule 7050).

Local

The Tule River Tribe would address hazards and hazardous materials issues as they occur.

Discussion

a) Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less Than Significant Impact: Project construction-related activities may involve the use and transport of hazardous materials. The use of such materials would be short-term, temporary, and intermittent and would cease when construction-related activities are completed. As the nature of the Project is pedestrian enhancements/improvements and safety oriented, daily operations would not result in the transport, use, or disposal of hazardous materials. Based on the analysis and information provided herein, the proposed Project would have a *less than significant* impact.

Mitigation Measures: None Required.

b) Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less Than Significant Impact: As noted earlier, the Project site currently contains Tribal governance and residential uses, the South Fork of the Tule River, and natural vegetation.

The most recent Envirostor query does not show any record of hazardous materials. Other than the areas where the Project's pedestrian enhancements/improvements would occur, it is unlikely that the Project's construction-related activities would pose a reasonably foreseeable condition or incident that could result in significant release of hazardous materials into the environment. During construction-related activities, potential accidental releases of standard fuels, solvents, or chemicals typical of construction of this type of project may occur. Should an accidental hazardous release occur, existing regulations for handling hazardous materials may require coordination with the Tule River Fire Department (or DTSC) for an appropriate plan of action, which can include studies or testing to determine the nature and extent of contamination, as well as handling and proper disposal. Given the nature of the Project as pedestrian enhancements/improvements to provide safe walking and cycling within the existing land use environment, the operation of the Project does not pose a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Therefore, based on the analysis and information provided herein, impacts would be *less than significant.*

Mitigation Measures: None Required.

c) Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

No Impact: Project operations will not emit hazardous emissions or handle hazardous materials, substances, or wastes. The existing Towanits K-5 Elementary School will be one of the facilities that would directly benefit from the pedestrian improvements (e.g., via sidewalks, a trail, and crosswalks proposed by the Project). Since the Project would not emit hazardous emissions or involve handling acutely hazardous. Compliance with applicable federal, state, and local rules/regulations would also ensure that the Project would not expose the nearest school to hazardous risks. Based on the analysis and information provided herein, there would be *no impact.*

Mitigation Measures: None Required.

d) Would the Project be located on a Site which is included on a list of hazardous materials Sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact: The Project Site is not listed as a hazardous materials site under Government Code Section 65962.5, nor is the Project Site identified in DTSC's EnviroStor or SWRCB's GeoTracker hazardous databases. Based on the analysis and information provided herein, there would be *no impact.*

Mitigation Measures: None Required.

e) For a Project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the Project area?

No Impact: The proposed Project is located approximately 14 miles east of Porterville Municipal Airport and is not located within an airport land use plan area. Implementation of the proposed Project would not result in a safety hazard or excessive noise for people residing or working in the Project area. Based on the analysis and information provided herein, there would be *no impact*.

Mitigation Measures: None Required.

f) Would the Project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less Than Significant Impact: The Project would not impair or interfere with an adopted emergency response plan or evacuation plan. During construction-related activities and depending upon work activity location, it is possible that temporary disruption could occur along roadways (North and South Reservation Roads). However, a traffic control plan would be implemented to ensure safe passage in the unlikely occurrence of an emergency event. Also, the Project would result in short-term, temporary, and intermittent physical disruptions. For example, construction-related activity directly adjacent to roadways could result in disruptions; however, work on the pedestrian bridges would not. In addition, the Tule River Fire Department would be available to assist in procedures to ensure consistency with emergency response and evacuation needs. Based on the analysis and information provided herein, there would be *a less than significant impact*.

Mitigation Measures: None Required.

g) Would the Project expose people or structures, either directly or indirectly, to significant risk of loss, injury or death involving wildland fires?

Less than Significant Impact: The Project Site is located in the Federal Responsibility Area thus it is not classified by Cal Fire meaning the financial responsibility of preventing and suppressing wildfires is primarily the responsibility of a federal agency (see Fire Hazard Severity Zones map at: https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones). The Division of Forestry and Wildland Fire Management (DFWFM) oversees the National Indian Forestry and Wildland Fire Management Program which is an effort between the U.S. Department of the Interior, the Bureau of Indian Affairs, and other federal agencies and tribal governments. The Tule River

Tribe and Reservation is a federally recognized tribe of Native Americans located on the eastern side of Tulare County. The Tule River Fire Department supports fire protection services within the Reservation. The Tule River Fire Department would likely be the first responder to any fire event in the Tule River Reservation; however, if a wildland fire were to occur, federal resources would be utilized. As the nature of the Project is pedestrian enhancements/improvements to provide a safe walking environment, the Project in and of itself would not expose people or structures to significant risks from wildland fires. Therefore, based on the analysis and information provided herein, *no impact* would occur.

Mitigation Measures: None Required.

Mitigation Measures: None Required.

Based on the analysis and information provided herein, *no mitigation measures are required*.

Cumulative Impact: Potentially Significant.

The cumulative area is limited to the Tule River Reservation. As discussed previously, the nature of the Project (summarized as pedestrian safety enhancements and pedestrian bridges) would not result in a significant impact from the increased use of hazardous household materials. The Project would not interfere with implementation of emergency response plans. In addition, potential project-level impacts associated with hazards and hazardous materials would be further reduced through compliance with state and federal regulations. Since impacts associated with hazardous materials, are, by their nature, focused on specific sites or areas, the less-than-significant impacts from the Project would not contribute to a cumulative increase in hazards in the immediate vicinity outside of the Tule River Reservation or throughout the region. Therefore, the potential for cumulative impacts associated with hazards and hazardous materials would *be less than significant* and no mitigation measures are required.

X.HYDROLOGY AND WATER QUALITY

Would the Project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise sustainably degrade surface or ground water quality?	☐	☑	☐	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin?	☐	☐	☐	☑
c) Substantially alter the existing drainage pattern of the Site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner, which would:	☐	☐	☑	☐
(i) result in substantial erosion or siltation on- or off-site?	☐	☐	☑	☐
(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?	☐	☐	☑	☐
(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☑	☐
(iv) impede or redirect flood flows?	☐	☐	☑	☐
d) In flood hazard, tsunami, or seiche zones risk the release of pollutants due to Project inundation?	☐	☐	☐	☑
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater movement plan?	☐	☐	☑	☐

Environmental Setting

Regional Hydrology:

The Tule Reservation Area does not lie within any watershed. The South Fork of the Tule River meanders to and drains into Success Lake. Prior to construction of Shafer Dam, the South Fork of the Tule River naturally drained into the Tule River.

Local Hydrology

The Project lies within the South Fork of the Tule River drainage basin. The topography of the Project Area gently slopes toward the northeast. Stormwater runoff within the Project Area is largely naturally conveyed toward the River with natural percolation absorbing (that is draining) the majority of runoff prior to reaching the river. The impervious surfaces of the local roadway network allows stormwater to drain toward the edges of the roadways where natural percolation and evaporation would occur.

Groundwater

Due to the natural soils and relatively shallow depth of soils over granitic rock, groundwater is limited to fissures in the bedrock. Because of these features, most stormwater within the Project area would percolate to the subsurface impervious bedrock and subsequently flow toward and seep (drain) into the nearby river.

Climate

The area experiences a semiarid, Mediterranean climate, which consists of hot, dry summers with low humidity and very mild winters. The area receives about 9.1 inches of rain annually, which is primarily recorded during the five-month stretch between December and March.14 The winter average low temperature is about 38 degrees Fahrenheit, and the average summer high temperature is about 95 degrees Fahrenheit.

Water Quality

Surface water quality is affected by point-source and nonpoint-source pollutants. Point source pollutants are emitted at a specific point, such as a pipe, and nonpoint-source pollutants are typically generated by surface runoff from diffuse sources, such as streets, paved areas, and landscaped areas. Point-source pollutants are controlled with pollutant discharge regulations or water discharge requirements. Nonpoint source pollutants are more difficult to monitor and control, although they are important contributors to surface water quality in urban areas.

Generally, stormwater runoff pollutants vary based on land use, topography, the amount of impervious surface, the amount and frequency of rainfall, and irrigation practices. Runoff in developed areas typically contains oil, grease, and metals accumulated in streets, driveways, parking lots, and rooftops, as well as pesticides, herbicides, particulate matter, nutrients, animal waste, and other oxygen-demanding substances from landscaped areas. The highest pollutant concentrations usually occur at the beginning of the wet season during the “first flush,” when early rainfall flushes out pollutants that have accumulated on hardscape surfaces during the preceding dry months.

Flood Zones

The Federal Emergency Management Agency (FEMA) identifies floodplain zones to assist cities with mitigating flooding hazards through land use planning. FEMA also outlines specific regulations for any construction within a 100-year floodplain. The 100-year floodplain is defined as an area that has a one percent chance of being inundated during a 12-month period. Although FEMA does not provide information within the Project area, the FIRM map immediately west/northwest of the Tule River Indian Reservation FIRM map shows Flood Zone A within the bounds of the Tule River. This is likely due to the topography of the area which generally slopes toward the river thereby confining potential floodwater within the river's existing channel (see Tule River Indian Reservation, 065066; 06107C1695E6 6/16/2009 as: https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd&extent=-120.22581757761441,36.77078148069618,-119.60509003855205,37.04530192606378).

It is noted; however, that exceptional atmospheric storm events during periods of 2022 and 2023 resulted in substantial flows of the Tule River resulting in local flooding along Village area and resulted in significant damage to the existing pedestrian bridge rendering it unusable. Hence, the need to replace the pedestrian bridge.

Figure 3-2 Flood Zones



Dam Inundation

The Project Area is not within the inundation zones in the unlikely event of catastrophic failure of Schafer Dam; therefore, it is not within a Dam Inundation Zone. As noted earlier, the South Fork of the Tule River would naturally drain into the Tule River prior to the construction of Schafer Dam and the subsequent formation of Lake Success.

Tsunami

A tsunami is a series of traveling ocean waves generated by a rare, catastrophic event, including earthquakes, submarine landslides, and submarine or shoreline volcanic eruptions. The Project Area is approximately 120 miles east of the Pacific Ocean, including the intervening Coastal Range that would serve as a physical barrier to tsunami waters. As such, a tsunami event does not represent a threat to the Project site.

Seiche

A seiche is an oscillation of a body of water in an enclosed or semi-enclosed basin such as a reservoir, harbor, lake, or storage tank. Seiches can be created by winds, earthquakes, or tsunamis. Bodies of water such as bays, harbors, lakes, reservoirs, or large aboveground storage tanks can experience seiches. There are no large bodies of water within the Project Area that could trigger a seiche.

Regulatory Setting

Federal

Clean Water Act

The Clean Water Act (CWA) is enforced by the U.S. EPA and was developed in 1972 to regulate discharges of pollutants into the waters of the United States. The Act made it unlawful to discharge any pollutant from a point source into navigable waters unless a National Pollution Discharge Elimination System (NPDES) Permit is obtained.

National Flood Insurance Act

The Federal Emergency Management Agency (FEMA) is tasked with responding to, planning for, recovering from, and mitigating disasters. The Federal Insurance and Mitigation Administration within FEMA is responsible for administering the National Flood Insurance Program (NFIP) and administering programs that aid with mitigating future damages from natural hazards.

State

California Water Quality Porter-Cologne Act

California's primary statute leading water quality and water pollution concerns with respect to both surface waters and groundwater is the Porter-Cologne Water Quality Control Act of 1970 (Porter-Cologne Act). The Porter-Cologne Act grants the State Water Resource Control Board (SWRCB) and each of the nine Regional Water Quality Boards (RWQCB) power to protect water quality and further develop the Clean Water Act within California. The applicable RWQCB for the proposed Project is the Central Valley RWQCB.

Central Valley RWQCB: The proposed Project is within the jurisdiction of the Central Valley Regional RWQCB. The Central Valley RWQCB may require an NPDES Permit and Stormwater Pollution Prevention Plan (SWPPP) for projects disturbing more than one acre of total land area. Because the Project is greater than one cumulative acre, an NPDES Permit and SWPPP will be required.

Discussion

a) Would the Project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Less Than Significant Impact with Mitigation Incorporated: The nature of the Project (pedestrian safety enhancements and pedestrian bridges) would not substantially degrade surface or ground-water quality. Construction-related activities, which would be short-term, temporary, and intermittent, would likely involve excavation, grading, and other earthwork within the Project location. Depending upon the season construction-related activities occur, during storm events, exposed construction areas on the Project Site may cause runoff to carry pollutants such as chemicals, oils, sediment, and debris. Additionally, potential soil erosion and the size of the Project Site necessitates the implementation of a SWPPP for the Project. The SWPPP identifies all potential pollution sources that could affect stormwater discharges from the Project Site and specifies BMPs for stormwater runoff. Chemicals or surfactants used during Project maintenance or operations may also discharge into the environment, potentially affecting water quality standards.

Moreover, the Project would implement Mitigation Measures HYD-1 and HYD-2 which require steps to minimize impacts on water quality during construction. Mitigation Measure HYD-1, before any construction or grading begins, the Applicant must submit a NOI for discharge from the Project Site to the California SWRCB Storm Water Permit Unit. A copy of this NOI must also be submitted to the project proponent before the issuance of grading permits, with the project proponent reviewing the documentation and conducting site inspections during construction to ensure compliance. Mitigation Measure HYD-2 requires the building

contractor to prepare and submit a SWPPP to the project proponent for approval at least 45 days before construction starts. The contractor is responsible for understanding and adhering to the State General Permit and implementing the SWPPP, which outlines potential pollutant sources and specifies BMPs to control site discharges. These BMPs include dust control, monitoring for erosion and sedimentation control, use of detention basins and erosion control materials, covering soil stockpiles and graded slopes during inactivity or extreme weather, and strictly preventing spills and pollutant discharges through proper material storage, trash disposal, and site management. Further, it is noted that as the project would be funded through Caltrans, the Project must comply with Caltrans' specifications, standards, requirements, etc., (collectively referred to as "requirements"). Caltrans' requirements are not mitigation measures as they would be required regardless of magnitude of impacts. Simply stated, if Caltrans requires a specific practice to satisfy one of their requirements, it must be performed to their satisfaction.

Therefore, based on the analysis and information provided herein, impacts would be less *than significant with mitigation.*

Mitigation Measures: See Mitigation Measures HYD-1 and HYD-2.

b) Would the Project substantially decrease groundwater supplies or interfere with groundwater recharge such that the Project may impede sustainable groundwater management of the basin?

No Impact: As noted previously, the nature of the Project (that is, pedestrian safety enhancements and pedestrian bridges) would not substantially decrease groundwater supplies or interfere with groundwater recharge such that the Project may impede sustainable groundwater management of the basin. As the Project would not result in any additional use of groundwater beyond the existing use.

Therefore, based on the analysis and information contained herein, the impact on water resources would be *less than significant.*

Mitigation Measures: None Required.

c) Would the Project substantially alter the existing drainage pattern of the Site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner, which would: i) result in substantial erosion or siltation on- or offsite; ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or iv) impede or redirect flood flows.

i. Result in substantial erosion or siltation on- or off-site?

Less Than Significant Impact: The proposed Project involves the construction of pedestrian bridges, sidewalks, and trails to enhance pedestrian safety within the Project location. During the short-term, temporary, and intermittent construction-related activities, an existing drainage pattern may be altered. However, by implementing the previously noted SWPPP, erosion control measures designed to prevent significant impacts related to erosion caused by runoff during construction-related activities would prevent substantial erosion or siltation on or off the Site.

Therefore, through regulatory compliance, and based on the analysis and information provided herein, the Project's impact would be *less than significant.*

Mitigation Measures: None Required.

ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?

Less Than Significant Impact: As noted previously, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that would not result in a substantial increase of impervious surfaces within the Project Site. As such, the Project would not result in a substantial increase in surface runoff. Therefore, through regulatory compliance, and based on the analysis and information provided herein, the Project would have a *less than significant impact*.

Mitigation Measures: None Required.

iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Less Than Significant Impact: As noted earlier, the nature of the Project (that is, pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths), would not create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. The previously noted SWPPP would ensure that polluted runoff during short-term, temporary and intermittent construction-related activities would not contribute to additional sources of polluted runoff. Therefore, based on the analysis and information provided herein, including regulatory compliance as applicable, the project would result in a *less than significant impact*.

Mitigation Measures: None Required.

iv. Impede or redirect flood flows?

Less than Significant Impact: Although the Site is near the South Fork of the Tule River (river), it may temporarily alter the course of the river where the replacement and new pedestrian bridges would be located during the short-term, temporary and intermittent construction-related activities. Possible impediment or redirection of the river could occur depending upon the seasonal flow when construction-related activities occur. Also, the Project site is surrounded by existing development that would likely impede or direct flood flows away from the site. The nearest National Flood Hazard mapping by the Federal Emergency Management Agency does not include the Tule River Reservation area where the Project will be located. (Tule River Indian Reservation, 065066; 06107C1695E6 6/16/2009 at: https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd&extent=-120.22581757761441,36.77078148069618,-119.60509003855205,37.04530192606378). However, the adjacent flood map panel shows that flooding would be limited to the main channel of the South Fork of the Tule River; it is reasonable to infer that based on the similar topography (that is, elevation, slope, and channel) where the river flows that potential flooding would be confined within the river channel which is outside of the Project area. As noted earlier, the pedestrian bridges will cross the river and could, depending upon seasonal flow, temporarily impede or redirect flows which would be minimized or avoided using typical construction practices specific to pedestrian bridge construction. Other components of the Project would not impede or redirect flood flows.

Therefore, based on the analysis and information provided herein, there would be a *less than significant impact*

Mitigation Measures: None Required.

d) Would the Project, in flood hazard, tsunami, or seiche zones, risk the release of pollutants due to Project inundation?

No Impact: The Project is located inland and not near an ocean or large body of water; and as such, neither a tsunami nor seiche would affect the Project site. Therefore, based on the analysis and information provided herein, *no impact* would occur.

Mitigation Measures: None Required.

e) Would the Project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less than Significant Impact: As noted earlier, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that would not conflict with or obstruct the implementation of any water quality control plan. The Tribe's groundwater supplies are drawn from existing groundwater sources and the South Fork of the Tule River which is then treated.

The Project would be subject to the requirements of the NPDES Stormwater Program and would be required to comply with a SWPPP. The SWPPP would identify all potential sources of pollution that could affect stormwater discharges from the Project Site and specify BMPs to prevent significant impacts related to stormwater runoff. Therefore, based on the analysis and information provided herein, and through regulatory compliance as applicable, the Project would result in a *less than significant impact*.

Mitigation Measures: None Required.

Mitigation Measures: See HYD-1 and HYD-2

Mitigation Measure HYD-1: Prior to the issuance of any construction/grading permit and/or the commencement of any clearing, grading, or excavation, the Applicant shall submit a Notice of Intent (NOI) for discharge from the Project Site to the California State Water Resources Control Board's Storm Water Permit Unit and submit a copy of this NOI to Tribal representatives, or designee. The Tribal representatives, or designee, shall review the noticing documentation prior to approval of the grading permit and Tribal representative, or designee, monitoring staff shall inspect the Project Site during construction for compliance.

Mitigation Measure HYD-2: The Applicant (Project proponent) shall require the building contractor to prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) to the Project proponent 45 days prior to the start of work for approval. The contractor is responsible for understanding the State General Permit and instituting the SWPPP during construction. A SWPPP for site construction shall be developed prior to the initiation of grading and implemented for all construction activity on the Project Site in excess of one (1) acre, or where the area of disturbance is less than one acre but is part of the Project's plan of development that in total disturbs one or more acres. The SWPPP shall identify potential pollutant sources that may affect the quality of discharges to stormwater and shall include specific Best Management Practices (BMPs) to control the discharge of material from the site. The following BMPs methods shall include, but would not be limited to:

- Dust control measures to ensure success of all on-site activities to control fugitive dust;
- A routine monitoring plan to ensure success of all on-site erosion and sedimentation control measures;
- Provisional detention basins, straw bales, erosion control blankets, mulching, silt fencing, sand bagging, and soil stabilizers shall be used;
- Soil stockpiles and graded slopes shall be covered after two weeks of inactivity and 24 hours prior to and during extreme weather conditions; and,

- BMPs shall be strictly followed to prevent spills and discharges of pollutants on-site, such as material storage, trash disposal, construction entrances, etc.

Cumulative Impact: Less Than Significant with Mitigation

The geographic context used for the cumulative assessment of hydrology, drainage, flooding, and water quality is limited to the Tule River Reservation and the South Fork of the Tule River drainage basin. Also as noted earlier, the South Fork of the Tule River drains into Lake Success, therefore it does not directly drain into the Tule River watershed west of Schafer Dam. As previously noted, the nature of the Project (that is, pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths), it is unlikely that these resources would be impacted beyond cessation of construction-related activities which will be short-term, temporary, and intermittent. Also, implementation of the earlier noted BMPs would reduce local and cumulative impacts to hydrology and drainage resulting in a less than significant impact. The water quality regulations implemented by the Central Valley RWQCB take a basin wide approach and consider water quality impairment in a regional context. Projects in these sub watersheds would implement structural and nonstructural source-control BMPs that reduce the potential for pollutants to enter runoff, and treatment control BMPs that remove pollutants from stormwater. Therefore, cumulative water quality impacts would be less than significant after compliance with these permit requirements, and impacts would not be cumulatively considerable.

The Central Valley RWQCB regulates discharges from runoff or leaching of irrigation water and/or stormwater from irrigated lands through the Irrigated Lands Regulatory Program. Even though the Project areas does not include any irrigated lands, any stormwater control program and storm drain improvements implemented by the Tule River Tribe would not directly or adversely impact the surrounding area. As noted earlier, the Project is not located within a flood zone and would therefore not result in a cumulative flood hazard. Therefore, based on the analysis and information provided herein, cumulative impacts from the Project to hydrology, drainage, and flooding would be less than significant.

XI.LAND USE AND PLANNING

Would the Project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Physically divide an established community?	☐	☐	☐	☑
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☑

Environmental Setting

The Project is located entirely within the Tule River Reservation, generally along No. Reservation Road between Cow Mountain Road and Million Dollar Bridge. The Project is predominantly located in the Village area, which is the community and civic center of the Tule River Reservation and includes the Tribal Education Center, Gymnasium, Community Health Clinic, Tribal Council, Justice Center, Cow Mountain Daycare Center, Towanits Elementary School, and other Tribal service buildings. Residents access the Village area from the surrounding residences by walking, cycling, or vehicle use (See item 7. Project Description for additional details). In summary, the Project would result in two new pedestrian bridges (one to replace an the existing pedestrian swinging bridge and the other would be a new pedestrian bridge) to connect Cow Mountain Road and the No. Reservation Road corridor to the Justice Center, construct a new Class 1 trail, construct approximately 3,765 SF of concrete sidewalk construct seven (7) accessible curb ramps, install landscaping and irrigation for the length of the project, and other features as shown in Item 7. Project Description. The overall intent of the Project is to enhance pedestrian safety generally within the Village area and provide better pedestrian access to other Tribal uses south of the river.

Regulatory Setting

Federal

None that apply to the Project.

State

None that apply to the Project.

Local

Sustainable/Circulation Element for the Tule River Comprehensive Master Plan (STCETRCMP).

As noted in the STCETRCMP, "The Master Plan seeks to help consolidate the different developmental ideas and visions the Tribal has into one formal document. It is intended to formulate a concise methodology that allows for the community to reach toward a singular end goal that instills visual harmony on the Reservation. This document outlines the future steps and processes that go in to laying the foundation for the envisioned community outlined by the Tribal Council.

The Tule River Tribe's Master Plan will include an overall plan and four specific plans. The overall plan will include the Reservation, the specific plan areas and approximately 400,000 acres of surrounding land that the Tribe has historical and cultural stewardship over. The Master Plan includes Federal areas managed by the Bureau of Land Management and the US Fish and Wildfire Service. The main components of the Master Plan include the Housing Plan, the Specific Plans, this Sustainable Transportation Plan, an Infrastructure Plan, the Implementation Plan and a Financing Plan. The Master Plan will also include detailed development proposals for the Village area of the Reservation. The specific plans are intended to include more detail on proposed development within properties owned by the Tribe outside the Reservation. The Village, Specific Plans, and Road Safety Plan." (see STCETRCMP, page 31)

Tule River Road Safety Plan

Also as noted in the Sustainable/Circulation Element for the Tule River Comprehensive Master Plan, "The Tule River Indian Reservation has seen a high number of accidents over the last years within the Reservation. The Tribe in an effort to understand and address this issue received a grant from Caltrans to prepare a road safety plan. The goal of the Plan is to reduce highway fatalities and serious injuries on the roads within the Reservation. The Plan focuses on several different emphasis areas such as speed limits, and the relationship between motor vehicles, pedestrians, and cyclists. A safety plan is a coordinated plan that provides a comprehensive framework for reducing highway fatalities and serious injuries on Tribal roads and identifies a key safety needs and guides investment decisions towards strategies and countermeasures with the most potential to save lives and prevent injuries. The Federal Fixing American's Surface Transportation (FAST) Act calls for Tribes to develop, implement, evaluate and update a safety plan that identifies and analyzes highway safety problems and opportunities on all tribal roads.

The Tule River Tribe Road Safety Plan develops strategies to correct and improve hazardous road conditions at various locations on the Reservation. The Plan is a multi-year document that integrates the four E's of highway safety- engineering, enforcement, education, and emergency medical services (EMS)…The goal for the Road Safety Plan is to increase traffic safety and significantly improve the quality of life for Tribal members and the general public." (see STCETRCMP, page 35)

Discussion

a) Would the Project physically divide an established community?

No Impact: As noted earlier, the nature of the Project (that is, pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths), would not physically divide an established community. This objective is consistent with the Road Safety Plan as noted earlier SCE. To reiterate, the goal for the Road Safety Plan is to increase traffic safety and significantly improve the quality of life for Tribal members and the general public. As such, the Project would complement the existing uses and would provide connectivity with adjacent Tribal governance uses, an elementary school, office/commercial uses, and other uses. Therefore, based on the analysis and information provided herein, *no impact* would occur.

Mitigation Measures: None Required.

b) Would the Project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

No Impact: As previously noted, the nature of the Project is pedestrian safety enhancements using pedestrian bridges, sidewalks, paths, signage, etc. As such, the Project would not conflict with land use plans, policies, or regulations adopted for the purpose of avoiding or mitigating an environmental effect. Rather, the Project would fulfill the objectives of many active transportation plans (ATP) such as the Tule River Indian Reservation ATP plan (December 2022); California Transportation Plan 2050 (CTP 2021); 2018 Sustainable Transportation/Circulation Element (ST/CE) of Tule River Comprehensive Master Plan, Tule River Tribal Transportation Safety Assessment (T2SA 2016); Tulare County Association of Governments (TCAG) Regional Active Transportation Plan ((RATP) 2016, 2017, 2020); 2018 and 2022 Tulare County Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). Therefore, based on the analysis and information provided herein, the Project would have *no impact.*

Mitigation Measures: None Required.

Mitigation Measures: None Required.

Based on the analysis and information provided herein, *no mitigation measures are required*.

Cumulative Impact: No Impact

The geographic context for the cumulative land use and planning is limited to the Tule River Reservation area. The land use analysis determined that the proposed Project would not divide an established community or conflict with established plans, policies, and regulations, in or outside the Tule River Reservation, adopted for the purpose of avoiding or mitigating an environmental effect. The Project would not create substantial land use impacts. As previously noted, the nature of the Project is pedestrian safety enhancements using pedestrian bridges, sidewalks, paths, signage, etc. Also as previously noted, the Project would fulfill the objectives of many active transportation plans (ATP) such as the Tule River Indian Reservation ATP plan (December 2022); California Transportation Plan 2050 (CTP 2021); 2018 Sustainable Transportation/Circulation Element (ST/CE) of Tule River Comprehensive Master Plan, Tule River Tribal Transportation Safety Assessment (T2SA 2016); Tulare County Association of Governments (TCAG) Regional Active Transportation Plan ((RATP) 2016, 2017, 2020); 2018 and 2022 Tulare County Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). Therefore, the proposed Project would provide a benefit rather than result in an adverse contribution to cumulative impacts related to land use changes and would result in *no cumulative impact*.

XII. MINERAL RESOURCES

Would the Project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☑
b) Result in the loss of availability of a locally – important mineral resource recovery Site delineated on a local general plan, specific plan or other lands use plan?	☐	☐	☐	☑

Environmental Setting

The California Department of Conservation (DOC), Mining Division, indicates that there are no mineral resource zones within the Tule River Reservation area and there is no mineral extraction occurring on or adjacent to the proposed Project site. (see DOC's website at: https://www.arcgis.com/apps/mapviewer/index.html?url=https://gis.conservation.ca.gov/server/rest/services/MOL/MOLMines/MapServer&source=sd).

Regulatory Setting

Federal

None that apply to the Project.

State

None that Apply to the Project.

Local

None that Apply to the Project.

Discussion

a) Would the Project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact: The Project site has no known mineral resources that would be of value to the region and the state's residents. The Project site is not designated as an important mineral resource recovery site as determined by the DOC. Also, as previously noted, the nature of the Project can be summarized as pedestrian safety enhancements using pedestrian bridges, sidewalks, paths, signage, etc. Therefore, based on the analysis and information provided herein, the Project would not result in the loss or impede the mining of regionally or locally important mineral resources. There would be *no impact*.

Mitigation Measures: None Required.

b) Would the Project result in the loss of availability of a locally – important mineral resource recovery Site delineated on a local general plan, specific plan or other lands use plan?

No Impact: As noted earlier at Item a) there are no known mineral resources that would be important to the region, and the Project site is not designated as an important mineral resource as determined by the DOC. As previously noted, the nature of the Project is pedestrian safety enhancements using pedestrian bridges, sidewalks, paths, signage, etc. Therefore, the proposed Project would not result in the loss of availability of known regionally or locally important mineral resources. There is *no impact.*

Mitigation Measures: None Required.

Mitigation Measures: None Required.

Based on the analysis and information provided herein, *no mitigation measures are required*.

Cumulative Impact: No Impact

As noted earlier, the DOC has determined that the Tule River Reservation area does not contain any important mineral resources or mining operations. As the City does not contain any known mineral resources, the General Plan does not include any Goals or policies applicable to mineral resources. As previously noted, the nature of the Project is pedestrian safety enhancements using pedestrian bridges, sidewalks, paths, signage, etc. Therefore, based on the analysis and information provided herein, the Project would not result in the loss or impede the mining of regionally or locally important mineral resources. There would be *no cumulative impact*.

XIII.NOISE

Would the Project result in:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☑	☐
b) Generation of excessive ground-borne vibration or groundborne noise levels?	☐	☐	☑	☐
c) For a Project located within the vicinity of a private airstrip or, an airport land use plan or, where such a plan has not been adopted, within two miles of public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?	☐	☐	☑	☐

Environmental Setting

The predominant existing noise sources in the vicinity of the Project Site are vehicles on adjacent streets. The Project site is greater than two (2) miles from the nearest airport (Porterville Municipal Airport) and is not within the vicinity of a private airstrip or an airport land use plan.

Noise is often described as an unwanted sound, while Sound is the variation in air pressure that the human ear can detect. If the pressure variations occur at least 20 times per second, they can be detected by the human ear. The number of pressure variations per second is called the frequency of sound. The frequency is expressed as cycles per second, called Hertz (Hz).

Ambient noise is the "background" noise of an environment. Existing ambient noise levels proximate to the Project site are primarily due to traffic. Construction activities usually result in an increase in sound above ambient noise levels.

Vibration is sound radiated through the ground. Vibration can result from a source (e.g., train operations, motor vehicles, machinery equipment, etc.), causing the adjacent ground to move,

creating vibration waves that propagate through the soil to the foundations of nearby buildings. This effect is a ground-borne vibration.

TERMINOLOGY

To understand noise, it is important to understand how noise is evaluated by providing the following terminology. The following are brief definitions of terminology used in this section:

- Sound. A disturbance created by a vibrating object, which when transmitted by pressure waves through a medium such as air, is capable of being detected by the human ear or a microphone.
- Noise. Sound that is loud, unpleasant, unexpected, or otherwise undesirable.
- Decibel (dB). A measure of sound on a logarithmic scale.
- A-Weighted Decibel (dBA). An overall frequency-weighted sound level in decibels that approximates the frequency response of the human ear.
- Equivalent Continuous Noise Level (Leq). The mean of the noise level, energy averaged over the measurement period.
- Lmax. The maximum noise level during a measurement period.
- Statistical Sound Level (Ln). The sound level that is exceeded "n" percent of time during a given sample period. For example, the L50 level is the statistical indicator of the time-varying noise signal that is exceeded 50 percent of the time (during each sampling period). This is also called the "median sound level." The L10 level, likewise, is the value that is exceeded 10 percent of the time (i.e., near the maximum) and this is often known as the "intrusive sound level." The L90 is the sound level exceeded 90 percent of the time and is often considered the "effective background level" or "residual noise level."
- Day-Night Sound Level (Ldn or DNL). The energy-average of the A-weighted sound levels occurring during a 24-hour period, with 10 dB added to the sound levels occurring during the period from 10:00 p.m. to 7:00 a.m.
- Community Noise Equivalent Level (CNEL). The energy-average of the A-weighted sound levels occurring during a 24-hour period, with 5 dB added to the levels occurring during the period from 7:00 p.m. to 10:00 p.m. and 10 dB added to the sound levels occurring during the period from 10:00 p.m. to 7:00 a.m. Note: For general community/environmental noise, CNEL and Ldn values rarely differ by more than 1 dB. As a matter of practice, Ldn and CNEL values are considered to be equivalent/interchangeable.
- Peak Particle Velocity (PPV). The peak rate of speed at which soil particles move (e.g., inches per second) due to ground vibration.
- Noise-Sensitive Receptor. Noise- and vibration-sensitive receptors include land uses where quiet environments are necessary for enjoyment and public health and safety. Residences, schools, motels and hotels, libraries, religious institutions, hospitals, and nursing homes are examples. As such, these have more stringent noise level allowances

than most commercial or agricultural uses that are not subject to impacts such as sleep disturbance.

SOUND FUNDAMENTALS

Sound is a pressure wave transmitted through the air. It is described in terms of loudness or amplitude (measured in decibels), frequency or pitch (measured in Hertz [Hz] or cycles per second), and duration (measured in seconds or minutes). The standard unit of measurement of the loudness of sound is the decibel (dB). Changes of 1 to 3 dB are detectable under quiet, controlled conditions and changes of less than 1 dBA are usually indiscernible. A 3 dB change in noise levels is considered the minimum change that is detectable with human hearing in outside environments. A change of 5 dB is readily discernable to most people in an exterior environment whereas a 10 dBA change is perceived as a doubling (or halving) of the sound.

The human ear is not equally sensitive to all frequencies. Sound waves below 16 Hz are not heard at all and are "felt" more as a vibration. Similarly, while people with extremely sensitive hearing can hear sounds as high as 20,000 Hz, most people cannot hear above 15,000 Hz. In all cases, hearing acuity falls off rapidly above about 10,000 Hz and below about 200 Hz. Since the human ear is not equally sensitive to sound at all frequencies, a special frequency dependent rating scale is usually used to relate noise to human sensitivity. The A-weighted decibel scale (dBA) performs this compensation by weighting frequencies in a manner approximating the sensitivity of the human ear.

Noise is defined as unwanted sound and is known to have several adverse effects on people, including hearing loss, speech and sleep interference, physiological responses, and annoyance. Based on these known adverse effects, the federal government, the State of California, and many local governments have established criteria to protect public health and safety and to prevent disruption of certain human activities.

Sound Measurement

Sound pressure is measured through the A-weighted measure to correct for the relative frequency response of the human ear. That is, an A-weighted noise level de-emphasizes low and very high frequencies of sound similar to the human ear's de-emphasis of these frequencies. Unlike linear units such as inches or pounds, decibels are measured on a logarithmic scale, representing points on a sharply rising curve. On a logarithmic scale, an increase of 10 dB is 10 times more intense than 1 dB, while 20 dB is 100 times more intense, and 30 dB is 1,000 times more intense. The decibel system of measuring sound gives a rough connection between the physical intensity of sound and its perceived loudness to the human ear. Ambient sounds generally range from 30 dBA (very quiet) to 100 dBA (very loud).

Sound levels are generated from a source and their decibel level decreases as the distance from that source increases. Sound dissipates exponentially with distance from the noise

source. This phenomenon is known as “spreading loss.” For a single point source, sound levels decrease by approximately 6 dB for each doubling of distance from the source. This drop-off rate is appropriate for noise generated by on-site operations from stationary equipment or activity at a project site. If noise is produced by a line source, such as highway traffic, the sound decreases by 3 dB for each doubling of distance in a hard site environment. Line source noise in a relatively flat environment with absorptive vegetation decreases by 4.5 dB for each doubling of distance.

Time variation in noise exposure is typically expressed in terms of a steady-state energy level equal to the energy content of the time varying period (called Leq), or alternately, as a statistical description of the sound level that is exceeded over some fraction of a given observation period. For example, the L50 noise level represents the noise level that is exceeded 50 percent of the time. Half the time the noise level exceeds this level and half the time the noise level is less than this level. This level is also representative of the level that is exceeded 30 minutes in an hour. Similarly, the L2, L8 and L25 values represent the noise levels that are exceeded 2, 8, and 25 percent of the time, or 1, 5, and 15 minutes per hour. These “Ln” values are typically used to demonstrate compliance for stationary noise sources with a city’s noise ordinance, as discussed subsequently.

Psychological and Physiological Effects of Noise

Physical damage to human hearing begins at prolonged exposure to noise levels higher than 85 dBA. Exposure to high noise levels affects our entire system, with prolonged noise exposure in excess of 75 dBA increasing body tensions, and thereby affecting blood pressure, functions of the heart and the nervous system. In comparison, extended periods of noise exposure above 90 dBA could result in permanent hearing damage. When the noise level reaches 120 dBA, a tickling sensation occurs in the human ear even with short-term exposure. This level of noise is called the threshold of feeling. As the sound reaches 140 dBA, the tickling sensation is replaced by the feeling of pain in the ear. Typical Noise Levels, shows typical noise levels from familiar noise sources in dBA as follows (as excerpted from the Tulare County General Plan Background Report Table 8-9 Typical Noise Levels, page 8-51):

- Common Indoor Activities Onset of physical discomfort 120 dBA;
- Jet Flyover at 1,000 feet 100 dBA;
- Gas Lawn Mower at three feet 90 dBA;
- Diesel Truck at 15 meters (50 feet); Food Blender at 1 meter (3 feet); Garbage Disposal at 1 meter (3 feet) 80 dBA;
- Noisy Urban Area Daytime; Vacuum Cleaner at 3 meters (10 feet); Commercial Area; Normal speech at 1 meter (3 feet) 70 dBA;
- Heavy Traffic at 90 meters (300) feet; Large Business Office 60 dBA;
- Quiet Urban Daytime, Dishwasher next room 50 dBA;
- Quiet Urban Nighttime Theater; Large Conference Room (background) 40 dBA;
- Quiet Suburban Nighttime Theater; Large Conference Room (background) 30 dBA;

- Quiet Rural Nighttime, Library; Bedroom at Night; Concert Hall (background) 20 dBA;
- Broadcast/Recording Studio 10 dBA;
- Lowest Threshold of Human Hearing 0 dBA

VIBRATION FUNDAMENTALS

Vibration is an oscillating motion. Like noise, vibration is transmitted in waves, but in this case through earth or solid objects. Unlike noise, vibration is typically felt rather than heard.

Vibration can be either natural as in the form of earthquakes, volcanic eruptions, or landslides, or human made as from explosions, heavy machinery, or trains. Both natural and human-made vibration may be continuous such as from operating machinery, or impulsive as from an explosion.

As with noise, vibration can be described by both its amplitude and frequency. Amplitude may be characterized in three ways including displacement, velocity, and acceleration. Particle displacement is a measure of the distance that a vibrated particle travels from its original position. For the purposes of soil displacement it is typically measured in inches or millimeters. Particle velocity is the rate of speed at which soil particles move in inches per second or millimeters per second. Particle acceleration is the rate of change in velocity with respect to time and is measured in inches per second or millimeters per second. Typically, particle velocity (measured in inches or millimeters per second) and/or acceleration (measured in gravities) are used to describe vibration. Typical human reaction to various levels of peak particle velocity, human reaction, and effects on buildings are summarized as follows:

- 0.006–0.019 - Threshold of perception, possibility of intrusion Vibrations unlikely to cause damage of any type.
- 0.08 - Vibrations readily perceptible, Recommended upper level of vibration to which ruins and ancient monuments should be subjected.
- 0.10 - Level at which continuous vibration begins to annoy people, Virtually no risk of “architectural” (i.e., not structural) damage to normal buildings.
- 0.20 - Vibrations annoying to people in buildings, Threshold at which there is a risk to “architectural” damage to normal dwelling – houses with plastered walls and ceilings.
- 0.4–0.6 Vibrations considered unpleasant by people subjected to continuous vibrations and unacceptable to some people walking on bridges, Vibrations at a greater level than normally expected from traffic, but would cause “architectural” damage and possibly minor structural damage.

Vibrations also vary in frequency and this affects perception. Typical construction vibrations fall in the 10 to 30 Hz range and usually occur around 15 Hz. Traffic vibrations exhibit a similar range of frequencies; however, due to their suspension systems, buses often generate frequencies around 3 Hz at high vehicle speeds. It is less common, but possible, to measure traffic frequencies above 30 Hz. The way in which vibration is transmitted through the earth is

called propagation. As vibration waves propagate from a source, the energy is spread over an ever-increasing area such that the energy level striking a given point is reduced with the distance from the energy source. This geometric spreading loss is inversely proportional to the square of the distance. Wave energy is also reduced with distance as a result of material damping in the form of internal friction, soil layering, and void spaces. The amount of attenuation provided by material damping varies with soil type and condition as well as the frequency of the wave.

EXISTING CONDITIONS

Primary noise sources in the Project Area is limited to traffic on local roadways (for example, North and South Reservation Roads), The Project site is located adjacent to a natural sound source (rather than a noise source which is unwanted sound) from the South Fork of the Tule River.

Noise-Sensitive Receptors

As noted earlier, certain land uses, such as residences, schools, and hospitals, are particularly sensitive to noise and vibration. Noise sensitive receptors within the Project Area include residences, Tribal Governance uses, an elementary school, a daycare center, recreational areas, and local commercial uses of the Village area. These uses are regarded as sensitive because they are where citizens most frequently engage in activities that are likely to be disturbed by noise, such as reading, studying, sleeping, resting, or otherwise engaging in quiet or passive recreation. Commercial and industrial uses are not particularly sensitive to noise or vibration.

Regulatory Setting

Federal

United States Environmental Protection Agency (USEPA)

The USEPA has identified the relationship between noise levels and human response. The USEPA has determined that over a 24 hour period, a Leq of 70 dBA will result in some hearing loss. Interference with activity and annoyance will not occur if exterior levels are maintained at a Leq of 55 dBA and interior levels at or below 45 dBA. While these levels are relevant for planning and design and useful for informational purposes, they are not land use planning criteria because they do not consider economic cost, technical feasibility, or the needs of the community. The USEPA also has set 55 dBA Ldn as the basic goal for exterior residential noise intrusion. However, other federal agencies, in consideration of their own program requirements and goals, as well as difficulty of actually achieving a goal of 55 dBA Ldn, have settled on the 65 dBA Ldn level as their standard. At 65 dBA Ldn, activity interference is kept to a minimum, and annoyance levels are still low. It is also a level that can realistically be achieved.

Occupational Health and Safety Administration

The federal government regulates occupational noise exposure common in the workplace through the Occupational Health and Safety Administration (OSHA) under the USEPA. Such limitations would apply to the operation of construction equipment and could also apply to any proposed industrial land uses. Noise exposure of this type is dependent on work conditions and is addressed through a facility's Health and Safety Plan, as required under OSHA, and is therefore not addressed further in this analysis.

State

State General Plan Guidelines

The State of California, through its General Plan Guidelines, discusses how ambient noise should influence land use and development decisions and includes a table of normally acceptable, conditionally acceptable, normally unacceptable, and clearly unacceptable uses at different noise levels. These suggested noise and land use compatibility standards provide local governments with a basis for setting limits appropriate to their jurisdiction.

California Building Code

The State of California provides a minimum standard for building design through Title 24 of the California Code of Regulations, commonly referred to as the California Building Cod" (CBC). The CBC is in Part 2 of Title 24. The CBC is updated on a three-year cycle. It is effective statewide, but a local jurisdiction may adopt more restrictive standards based on local conditions under specific amendment rules prescribed by the State Building Standards Commission. The CBC Volume 1, Chapter 12, Interior Environment, Section 1207.11.2, Allowable Interior Noise Levels, requires that interior noise levels attributable to exterior sources shall not exceed 45 dBA in any habitable room. The noise metric is evaluated as either the Ldn or the CNEL, consistent with the noise element of the local general plan.

California Building Code: CALGreen

The California Building Standards Commission adopted the California Green Building Standards Code, also known as CALGreen. As part of the CBC, CALGreen is in Part 11 of Title 24. The State of California's noise insulation standards for nonresidential uses are codified in CALGreen. The CALGreen noise standards are applied to new or renovation construction projects in California to control interior noise levels resulting from exterior noise sources. Development projects may use either the prescriptive method (CALGreen Section 5.507.4.1) or the performance method (CALGreen Section 5.507.4.2) to show compliance. Under the prescriptive method, a project must demonstrate transmission loss ratings for the wall and roof-ceiling assemblies and exterior windows when located within a noise environment of 65

dBA CNEL or higher. Under the performance method, a project must demonstrate that interior noise levels do not exceed 50 dBA Leq(1hr).

Local

None that apply to the Project.

Discussion

a) Would the Project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less Than Significant Impact: As previously noted, the nature of the Project is pedestrian safety enhancements using pedestrian bridges, sidewalks, paths, signage, etc. As such, Project construction is anticipated to last approximately 12 months and will involve temporary, short-term, and intermittent noise sources. The Project could result in two types of temporary noise impacts during construction: (1) the transport of workers and movement of materials to and from the site could incrementally increase noise levels along local access roads; and (2) noise would be generated from activities related to site preparation, grading, and/or physical construction. Construction is performed in distinct steps, each of which has its own mix of equipment, and consequently, its own noise characteristics. Table 3-8, Construction Equipment Noise Emission Levels, lists typical construction equipment noise levels recommended for noise-impact assessments, based on a distance of 50 feet between the equipment and noise receptor. The average noise levels generated by construction equipment that could be used in the proposed Project are shown below.

Table 3-8: Noise Equipment Levels	
Type of Equipment	**dBA at 50 feet**
Air Compressors	81
Excavators	81
Cranes	83
Forklifts	75
Generators	81
Pavers	89
Rollers	74
Dozers	85
Loaders	85
Backhoes	80
Graders	85
Scrapers	89
Source: Federal Highway Administration Construction Noise Handbook.	

Typically for construction-related activities, construction equipment and other noise-generating activities are limited to daytime hours from Monday through Friday. and typically do not occur before 7:00 a.m. or after 9:00 p.m. on any day (except Saturday or Sunday, or before 8:00 a.m. or after 5:00 p.m. on Saturday or Sunday).

Further, it is noted that as the project would be funded through Caltrans, the Project must comply with Caltrans' noise minimization standards/requirements. Caltrans' requirements are not mitigation measures as they would be required regardless of magnitude of impacts. Simply stated, if Caltrans requires a specific noise minimization practice during construction-related activities, it must be performed to their satisfaction.

Because noise generated from construction-related activities would be short-term, temporary, and intermittent, construction-related activities. Noise minimization could be included in construction-related contracts to limit noise impacts. Therefore, based on the analysis and information provided herein, the impact would be *less than significant.*

Mitigation Measures: None Required.

b) Would the Project result in generation of excessive ground-borne vibration or groundborne noise levels?

Less Than Significant Impact: Projects that use vibration-intensive construction activities—such as pile drivers, jackhammers, and vibratory rollers—near sensitive receptors must be evaluated for potential vibration impacts. As previously noted, the nature of the Project is pedestrian safety enhancements using pedestrian bridges, sidewalks, paths, signage, etc. As such, the Project would not utilize this type of equipment during construction-related activities, and as such, the Project would not generate excessive ground-borne vibration or ground-borne noise levels. In the event that this type of equipment is used, the duration would be short-term, temporary, and intermittent. Therefore, based on the analysis and information provided herein, impacts would be *less than significant*.

Mitigation Measures: None Required.

c) For a Project located within the vicinity of a private airstrip or, an airport land use plan or, where such a plan has not been adopted, within two miles of public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?

No Impact: The Project Site is greater than two miles from Porterville Municipal Airport and is not within the airport land use plan for that airport nor is the Project Site within an elevated noise contour. As such, the Project would not expose people residing or working in the Project

area to excessive noise levels. Therefore, based on the analysis and information provided herein, impacts would result in *no impact*.

Mitigation Measures: None Required.

Mitigation Measures: None Required.

Based on the analysis and information provided herein, *mitigation measures would not be required*.

Cumulative Impact: Less than Significant

The cumulative area is limited to the Tule River Reservation and Project areas. Given the nature of the Project, that is, pedestrian safety enhancements using pedestrian bridges, sidewalks, paths, signage, etc.; the short-term, temporary, and intermittent construction-related activities and no change to current vehicle-generated noise (as the Project is intended to encourage walking and cycling rather than vehicle usage), there would no significant noise or vibration related impacts. The analysis of the proposed project, discussed above, addresses cumulative impacts with regard to noise, ground borne noise, and vibration. Although multiple simultaneous nearby noise sources may, in combination, result in higher overall noise levels, this effect is captured and accounted for by the ambient noise level metrics that form the basis of the thresholds of significance for noise analysis. Any measurement of sound or ambient noise, whether for the purpose of evaluating land use compatibility, establishing compliance with exterior and interior noise standards, or determining point-source violations of a noise threshold would incorporate noise from all other nearby *perceptible sources* (emphasis added). Additionally, although noise attenuation (that is, the reduction of sound intensity as it travels through a space) is influenced by a variety of topographical, meteorological, and other factors, noise levels decrease rapidly with distance, and vibration impacts decrease even more rapidly. As noted earlier, construction-related activities (which would be the largest contributor to noise and vibration) are anticipated to occur during the short-term, temporarily, and intermittently, and will cease upon completion of construction-related activities. As such, the Project's impact would be *less than significant*.

XIV. POPULATION AND HOUSING

Would the Project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☑
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☑

Environmental Setting

According to the U.S. Census Bureau (2023), *American Community Survey 5-year estimates*, the Tule River Reservation had a total population of 913 and 291 housing units. The Tribe's total enrollment is estimated at 1,857 (see: https://censusreporter.org/profiles/25200US4300R-tule-river-reservation/).

However, the Tule River Indian Tribe's May 20, 2024 "Request for Proposal for the Master Planning Service" Project indicated the "The Tribe has approximately 1,995 members, with approximately 1,614 that live on the Reservation." (see page 1). This estimate and the U.S. Census Bureau 2023 *American Community Survey 5-year estimates* vary by 138 total enrollment members but by 710 members living within Reservation lands. Regardless of the discrepancy of population estimates, the differences would provide a benefit in regard to active transportation and would not affect the ability of the Project to move forward.

Regulatory Setting

Federal

None that apply to the Project.

State

California Housing Element Law (California Government Code Sections 65580 through 65589.8) includes provisions related to the requirements for housing elements of local government General Plans. Among these requirements, some of the necessary parts include an assessment of housing needs and an inventory of resources and constraints relevant to the meeting of these needs. Additionally, to ensure that counties and cities recognize their responsibilities in contributing to the attainment of the State housing goals, the Government Code calls for local jurisdictions to plan for, and allow the construction of, a share of the region's projected housing needs. However, as the Project does not include any housing, Housing Element Law does not apply.

Regional

None that apply to the Project.

Local

As noted in the Sustainable Transportation Circulation Element for the Tule River Comprehensive Master Plan (STCETRCMP), "Tule River Tribe Housing Plan Currently, the most pressing issue facing the Tribe is a lack of affordable housing for enrolled members of the Tribe. This element of the planning program identifies the current housing situation on the Reservation, explores opportunities for new housing, identifies constraints and growing needs, and ultimately provides a construction plan for new and replacement units. The Housing Plan has been prepared to assist in the preparation of the Master Plan, the Specific Plans and the Sustainable Transport Plan." (see STCETRCMP, page 6). However, as the Project does not include a housing component, the Tule River Tribe Housing Plan does not apply to the Project.

Discussion

a) Would the Project induce substantial unplanned population growth in an area, either directly (for example, by new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less Than Significant Impact: Given the nature of the Project, that is, pedestrian safety enhancements using pedestrian bridges, sidewalks, paths, signage, etc.; the Project would not induce substantial unplanned population growth in an area, either directly or indirectly. As such, the Project would not impact housing or population. Therefore, based on the analysis and information provided herein, there would be *no impact*.

Mitigation Measures: None Required.

Based on the analysis and information provided herein, *no mitigation measures are required.*

b) Would the Project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact: The nature of the Project can be summarized as pedestrian safety enhancements using pedestrian bridges, sidewalks, paths, signage, etc.). As such, the Project would not involve the removal of existing residences and would not displace any people. Therefore, based on the analysis and information provided herein, *no impact* would occur.

Mitigation Measures: None Required.

Mitigation Measures: None Required.

Based on the analysis and information provided herein, *no mitigation measures are required.*

Cumulative Impact: No Impact

The cumulative area is limited to the Tule River Reservation. As noted earlier, the nature of the Project can be summarized as pedestrian safety enhancements using pedestrian bridges, sidewalks, paths, signage, etc.). As described in impact discussions Item a) and Item b), implementation of the Project would not induce a substantial amount of unplanned population growth or growth for which inadequate planning has occurred, or displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere. Rather, the Project would provide connectivity to existing Tribal Governance uses, commercial uses, residential and other uses within the Village area where the Project will be located. As noted earlier, the Project would fulfill the objectives of several Active Transportation Plans by providing walkable and cycling options that include enhanced safety features. Therefore, based on the analysis and information provided herein, the Project would not result in a cumulatively considerable impact to population and housing, and there would be *no cumulative impact*.

XV. PUBLIC SERVICES

Would the Project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable serve ratios, response times of other performance objectives for any of the public services:				
i. Fire protection?	☐	☐	☑	☐
ii. Police protection?	☐	☐	☑	☐
iii. Schools?	☐	☐	☐	☑
iv. Parks?	☐	☐	☐	☑
v. Other public facilities?	☐	☐	☐	☑

Environmental Setting

Fire Protection

The Project site served by the Tule River Fire Department (TRFD), which will continue to provide fire protection services upon development of the Project. The Project would be required to adhere to all fire safety regulations and compliance with building codes, to ensure adequate fire protection during Project construction-related activities.

TRFD Staffing and Facilities

As described in the TRFD website, "Current Staffing includes 14 full time fire personnel: One Fire Chief, One Battalion Chief (B.C.), Three Fire Captains (F.C.), Three Fire Apparatus Engineers (F.A.E.) and Six Firefighters (F.F.). Each trained as a Firefighter and Emergency Medical Technician. Three shifts (A, B, & C) working a 48/96 schedule include, four personnel are on duty staffing a 2011 Pierce Arrow XT PUC Type 1 Engine, Ford F-550 Rosenbauer Type IV Patrol, and a 2010 Ford F-350 E-Series Basic Life Support Ambulance serving the Tule River Indian Reservation 24 hours a day, seven days a week, 365 days a year.

Tule River Fire Department Wildland branch was created 12 years ago. Staffing includes Four full time positions: One Fire Management Officer, One Assistant Fire Management Officer, Two Wildland Fire Captains; seasonal employment includes, five to seven personnel seven days a week, eight hours per day during the wildland fire season. During the fire season wildland personnel staff two fire engines; one Pierce type III and one Ford F-550 type VI. They are considered a national resource and respond to wildland fires on the reservation as well as within the United States." (see: https://tulerivertribe-nsn.gov/departments/fire-deparment/)

Police Protection

Law enforcement services (police protection services) are and would continue to be provided to the Project site by the Tule River Tribal Police Department (TRTPD). According to information provided in the Tule River Tribe Department of Public safety website, "The TRTPD Police Officer/High Country Ranger division totals five officers; all have Special Law Enforcement Commission (SLEC) through the Bureau of Indian Affairs (BIA) recognizing them as federal police officers. We recently have implemented a community oriented style of policing that allows officers to work with community and remain proactive in patrolling and establishing solid relationships with departments that deal directly with the youth. We work collaboratively with the Tulare County Sheriff's Office (TCSO) as well as other municipal/state agencies/federal agencies i.e. (Probation/Parole, California Fish and Game, US Forestry). During the summer months we have established and maintained a great relationship with the United States Army National Guard (USANG) who supports the TRTPD with air surveillance and foot patrols of reported marijuana cultivation, along with other state task force groups that support eradication/reclamation of the Tule River Indian Reservation."
(see: https://tulerivertribe-nsn.gov/dps-2/)

The TRTPD also includes a Community Service Officer division. According to information provided in the Tule River Tribe Department of Public safety website, "The TRTPD Community Service Officer (CSO) division totals five Officers that assist and respond to calls with TRTPD Sworn Police Officers. They rotate monthly shifts at the TRTPD high country access post that greatly assist in monitoring traffic/personnel entering the mountainous area. The CSO division also assists Eagle Mountain Casino (EMC) events as well as community events as needed. Most have their PC 832 (laws of arrest) training as well as specialized training through the Federal Law Enforcement Training Center (F.L.E.T.C.) pertaining to courtroom duties." (see: https://tulerivertribe-nsn.gov/dps-2/)

Schools

As indicated in the Tule River Reservation Website, "Located on the Tule River Reservation, Towanits School has grown one-grade level each year and became a full K-5 elementary school starting the 2017/18 academic year. Towanits School operates a traditional school year (Mid-August and the end of the first week in June) operating M-F from 8:00 am – 2:30 pm for

kindergarten and from 8:00 am – 3:00 pm for grades 1-5. Towanits School's winter, spring, and summer recesses are aligned with those of Porterville Schools to ensure families/students have common days off." (see: https://tulerivertribe-nsn.gov/towanits/. Students of all grade levels attend Porterville Unified School District schools.

Libraries

There are no libraries located within the Tule River Reservation.

Parks and Recreation

The Tribe provides recreational opportunities such as the softball field, Tule Gym, and Tule River Recreation Department in the Village area), and nearby Painted Rock Campground. Also, the Hyder Ranch Sports Complex is currently being renovated (Tribe's July 2025 News Vol. 06 Newsletter, page 20 at: https://tulerivertribe-nsn.gov/news/#)

However, it is noted that the Project does not include a parks and recreation component other than the trail.

Regulatory Setting

Federal

None that apply to the Project.

State

None that apply to the Project.

Regional and Local

Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan (MJ-LHMP)

In summary the Tule River Tribe is a participant in the MJ-LMHP; see detailed discussion at Item XX. Wildfire.

Discussion

a) Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable serve ratios, response times of other performance objectives for any of the public services:

i. Fire protection?

Less Than Significant Impact: As previously noted, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that would not result in a substantial impact to fire protection facilities or capabilities. Also noted earlier, the Project site is served by the Tule River Fire Department (TRFD), which will continue to provide fire protection services upon development of the Project. Therefore, based on the analysis and information provided herein, the impact would be *less than significant.*

Mitigation Measures: None Required.

ii. Police protection?

Less Than Significant Impact: As previously noted, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that would not result in a substantial impact to police protection facilities or capabilities. Also noted earlier, the Project site is served by the Tule River Tribal Police Department (TRTPD), which will continue to provide police protection services upon development of the Project Therefore, based on the analysis and information provided herein, the impact would be *less than significant.*

Mitigation Measures: None Required.

iii. Schools?

No Impact: As previously noted, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. As such, the Project would not generate additional school-aged students and would not result to an increase in enrollment at local schools.

Therefore, based on the analysis and information provided herein, there would be *no impact.*

Mitigation Measures: None Required.

iv. Parks?

No Impact: The nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. As such, it is unlikely that the Project would not generate additional population increases that would result in the need for additional park land.

Therefore, based on the analysis and information herein, the Project would result in *no impact*.

Mitigation Measures: None Required.

v. Other public facilities?

No Impact: The nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. As the Project would not result in new residents or a population increase on or near the Project Site, it can reasonably be inferred that the Project would result in no increased demand of other public facilities including schools, parks, or other recreation facilities. Therefore, based on the analysis and information provided herein, impacts would be *less than significant*.

Mitigation Measures: None Required.

Mitigation Measures: None Required.

Based on the analysis and information provided herein, *no mitigation measures are required.*

Cumulative Impact: Less than Significant

The cumulative area is limited to the Tule River Reservation. The nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. Regarding schools, parks, or other public facilities, as noted earlier, the nature of the Project would not result in a population increase that could subsequently result in a change to or demand for new (or expanded) facilities of schools, parks or other public facilities. There would be no cumulative to these resources. Regarding fire and police protection services, both would continue to provide these services regardless of the Project and would not be substantially or adversely affected upon Project completion. Hypothetically, it is possible that a construction-related accident/incident may occur; however, both the TRFD and the TRPD have the training, equipment, and personnel to adequately respond in a timely manner. Therefore, the Project would not result in a cumulatively considerable impact to fire and police protection services. As such, based on the analysis and information provided herein, *cumulative impacts would be less than significant*.

XVI.RECREATION

Would the Project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☑
b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☑

Environmental Setting

See discussion at resource XIV Public Services.

Regulatory Setting

See discussion at resource XIV Public Services.

Discussion

a) Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

No Impact: The nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. It would not include any park or recreational facilities. As such, it precludes the potential for increases in population that are typically the result of development of residences and would not increase the use of existing neighborhood and regional parks to the extent that substantial physical deterioration would occur or be accelerated. Also, see Item XV a.iv.). Therefore, based on the analysis and information provided herein, there would be *no impact.*

Mitigation Measures: None Required.

b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

No Impact: The nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. As such, it precludes the potential for increases in population that are typically the result of development of residences. The Project would not include any recreational facilities or require the construction or expansion of any recreational facilities which might have an adverse physical effect on the environment. Also, see Item XV a.iv.). Therefore, based on the analysis and information provided herein, there would be *no impact.*

Mitigation Measures: None Required.

Mitigation Measures: None Required.

Based on the analysis and information provided herein, *no mitigation measures are required*.

Cumulative Impact: No Impact.

The cumulative area is limited to the Tule River Reservation. As noted earlier, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. The nature of the Project would not result in a population increase that could subsequently increase the use of existing neighborhood and regional parks to the extent that substantial physical deterioration would occur or be accelerated, nor would it include any recreational facilities or require the construction or expansion of any recreational facilities which might have an adverse physical effect on the environment. Therefore, based on the analysis and information provided herein, the Project would not result in a cumulatively considerable impact to park and recreational facilities and there would be *no cumulative impacts* associated with the Project.

XVII. TRANSPORTATION

Would the Project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☐	☑
b) Conflict or be inconsistent with the CEQA guidelines Section 15064.3, Subdivision (b)?	☐	☐	☐	☑
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☑
d) Result in inadequate emergency access?	☐	☐	☐	☑

As noted earlier, this IS/MND will also rely on information (e.g., plans, programs, policies, studies, statistics, etc.) of previously completed (and in some instances adopted) documents such as: Tule River Indian Reservation ATP plan (December 2022); California Transportation Plan 2050 (CTP 2021); 2018 Sustainable Transportation/Circulation Element (ST/CE) for the Tule River Comprehensive Master Plan, Tule River Tribal Transportation Safety Assessment (T2SA 2016); Tulare County Association of Governments (TCAG) Regional Active Transportation Plan ((RATP) 2016, 2017, 2020); 2018 and 2022 Tulare County Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS);

Environmental Setting

The Project is entirely within the Tule River Reservation. As noted earlier, the Project is predominantly surrounded by a mix of existing public uses such as the Justice Center, Elders Center, Fire Department, Public Works Department and scattered residential uses to the south; and Tribal Administration, Housing Authority, Health Center, Gymnasium, an Elementary School, Day Care Facility, and scattered residential uses to the north. The Project's length is located near the Village area where Tribe members can access the uses noted earlier. Scattered urban-type mixed uses (as described earlier) are generally adjacent to North Reservation Drive north of the river (where the majority of the Project will occur). The Project also includes areas along South Reservation Road south of the river (see Figure 2-3) where the proposed Project site is along a narrow naturally formed valley of the South Fork of the Tule River (Tule River).

Generally, the topography of this area is relatively uneven-to-relatively flat adjacent to the river, with hillsides rising east of Indian Reservation Drive. Areas within approximately 0.25 miles of the Project site include scattered residences spread within hills. Generally, the undeveloped hillsides of the Sierra Nevada Mountains dominate the immediate surrounding areas.

As noted from an excerpt of the Tule River ATP, at *Vehicular Collisions with Children Crossing Between the Education Center and Gymnasium,* " This area is a priority safety concern due to numerous vehicle collisions with youth is the crossing of North Reservation Road between the Education Center and Gymnasium. These two facilities have frequent crossings as there are numerous community events and activities scheduled between the two locations. There crosswalk markings are deteriorated and are located at an angle to the travel lanes. Additionally there are no sidewalks, bollards, RRFBs or other safety measures to slow vehicle speeds and facilitate safer crossings for children.

Unsafe River Crossings

The Tule River runs from west to east through the Reservation and creates a barrier for pedestrian and bicycle connections to and from residences, public facilities, or community events that are located on both the north and south side of the Tule River. To cross the Tule River, residents have to walk along North and South Reservation Road and cross at the Silver Bridge or Million Dollar Bridge. However, these are not convenient crossing locations and also require residents to walk along unpaved shoulders or within the travel lanes as there are no pedestrian facilities. Currently, residents can cross using the existing Swinging Bridge, which is an informally constructed wire suspension bridge that is approximately 140 feet (ft) long and 3 ft wide with deteriorating planks of wood for the bridge deck. The bridge is a safety concern as it swings during crossings and has large gaps in the bridge deck. Additionally, the bridge is not ADA-compliant. The other crossing point is between the residences and Daycare Center along Cow Mountain Road to the Justice Center. The Justice Center provides residents with public facilities including showers. Residents will hike down the vegetated hillside and cross the stony river bed when water levels are low. However, during the summer months when it is hot, residents need to be careful of rattlesnakes. During the winter months, when river levels are high, residents cannot use the crossing point and have to walk long distances along Reservation Road.

Existing Street System

The Project is located within the Village Area (the community and civic center) of the Tule River Reservation, a rural area in Porterville, Tulare County. The Village Area has had longstanding issues with pedestrian and vehicle collision accidents along North Reservation Road, as it is the primary transportation corridor for vehicles and pedestrians.

However, there are no pedestrian facilities along North Reservation Road or throughout the Reservation. Since it is the primary transportation corridor, residents and children walk along

unpaved shoulders (some areas lack roadway shoulders so residents walk within the travel lane) or informal river crossings to access key community services and facilities including the Tribal Education Center, Gymnasium, Community Health Clinic, Tribal Council, Justice Center, Cow Mountain Daycare Center, and other public service buildings. To address longstanding and immediate pedestrian safety concerns, the community identified the highest priority areas as the following:

1. Youth crossings between the Education Center and Gymnasium; and
2. Residents and youth informally crossing the Tule River to access residences, public services, or community events.

Most transportation modes in Tule River include horses, quads, bikes, walking, motorcycle. Additionally, Residents use an informal dirt trail along the southern edge of the Tule River to avoid the road. The trail used to be a cattle trail. Residents use the pedestrian-only Swinging Bridge to cross between North and South Reservation Rd. It is the only crossing point between Silver Bridge to Million Dollar Bridge. It is an informal suspension bridge with wooden planks." (see ATP, pages 20-21)

Transit

"According to the TCAG 2022 Regional Transportation Plan (RTP) Tribal Outreach Strategy, The City of Porterville is the closest community to the reservation and many tribe members live, work and recreate in Porterville. Additionally, many of their children attend Porterville schools. The City of Porterville has a long-standing relationship with the tribe and contracts with them to provide needed services, including transit. According to the City of Porterville, Transit Route 9 is not currently operating to the Tule River Reservation, but a modified Route 9 may be started up later in 2022. The Tribal Council would like to alter Porterville Transit's Route 9 to end at the Park & Ride lot located at the intersection of Highway 190 and Road 240. Tribal transportation would then pick up residents and bring them into the Tule River Reservation. A checkpoint would be installed west of Water Tower Road / BIA 240, where residents would provide identification. This would reduce the number of non-residents entering the Tule River Reservation and youths riding the bus into town and not returning." (see ATP, page 22)

Collision Data

"There is a lack of collision data available through the Statewide Integrated Traffic Records System (SWITRS) regarding the Tule River Reservation. SWITRS is a database of collisions and traffic-related accidents that are reported by the California Highway Patrol. The Transportation Injury Mapping System (TIMS) was used to map SWITRS data between January 1, 2012 to December 31, 2021, which indicated that 10 total crashes occurred with 12 total injured during this 10-year period within the Tule River Village Area. No pedestrians or bicyclists were involved in any of the 10 SWITRS-documented incidents." (see ATP, page 23)

Figure 3-3 Existing Conditions



FIGURE 2.4 VILLAGE AREA



FIGURE 2.5 VEHICLE CROSSING

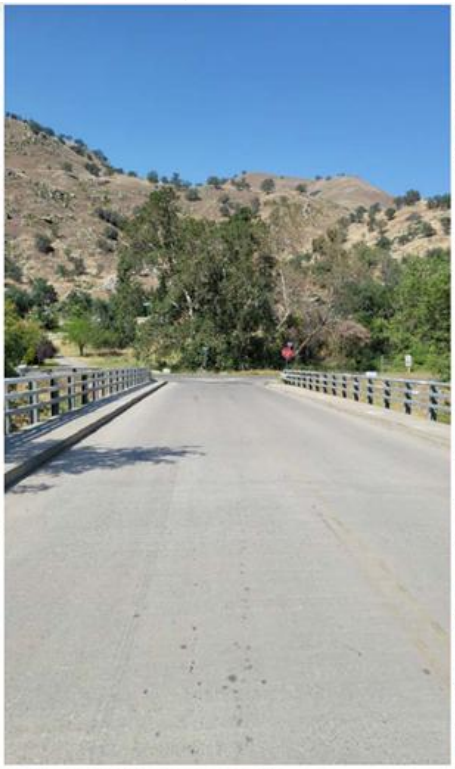


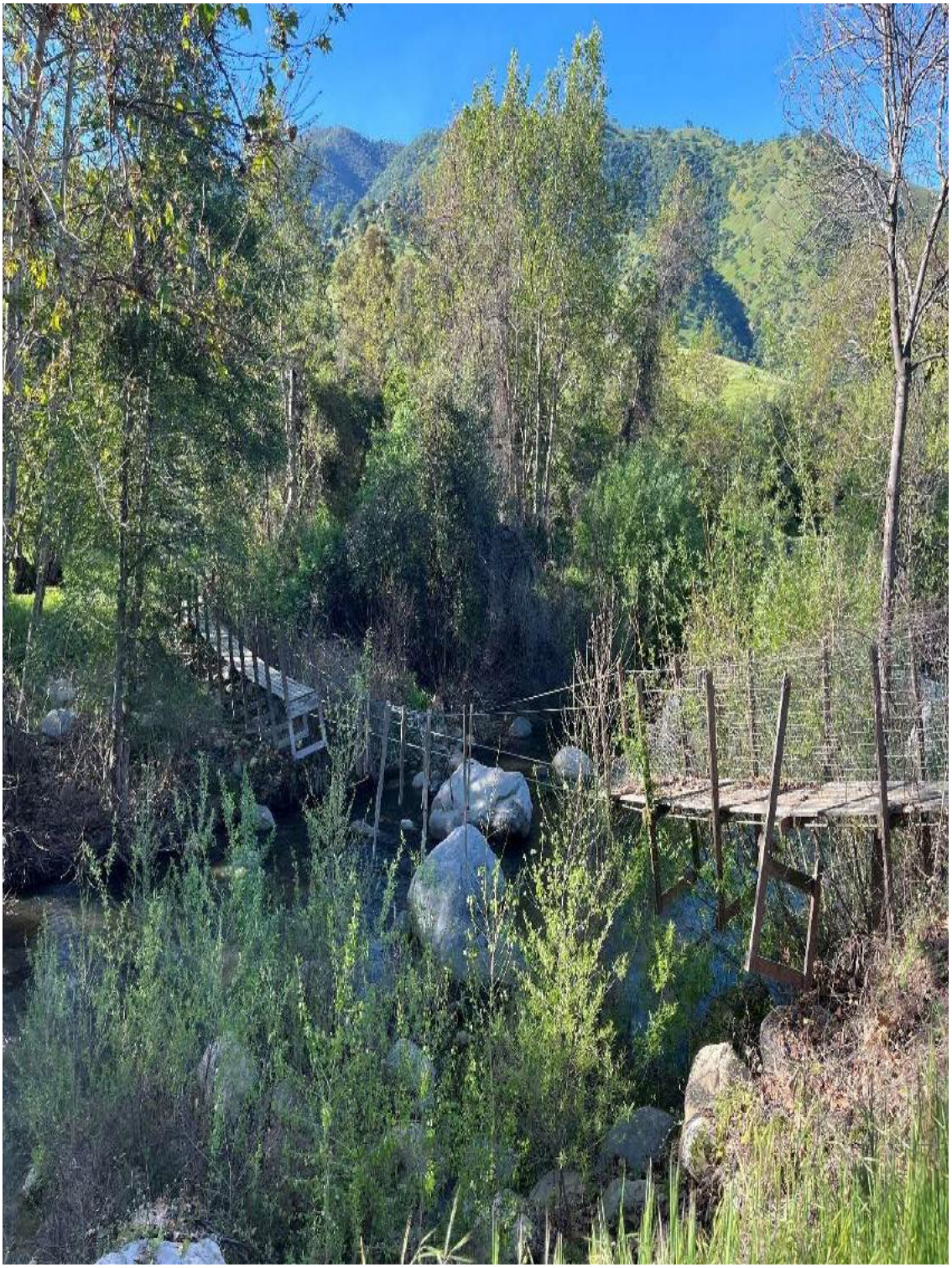
FIGURE 2.6 VEHICLE CROSSING



FIGURE 2.7 SWINGING BRIDGE

Note: Figure 2-7 depicts the pedestrian bridge prior to its destruction by Tule River floodwaters

Figure 3-4: Existing pedestrian bridge condition facing south



Source: CRA prepared by Soar Environmental Consulting; Appendix C

Figure 3-5: Existing pedestrian bridge condition facing northwest



Source: : CRA prepared by Soar Environmental Consulting; Appendix C)

Figure 3-6 Aerial View of Project Area Existing Conditions

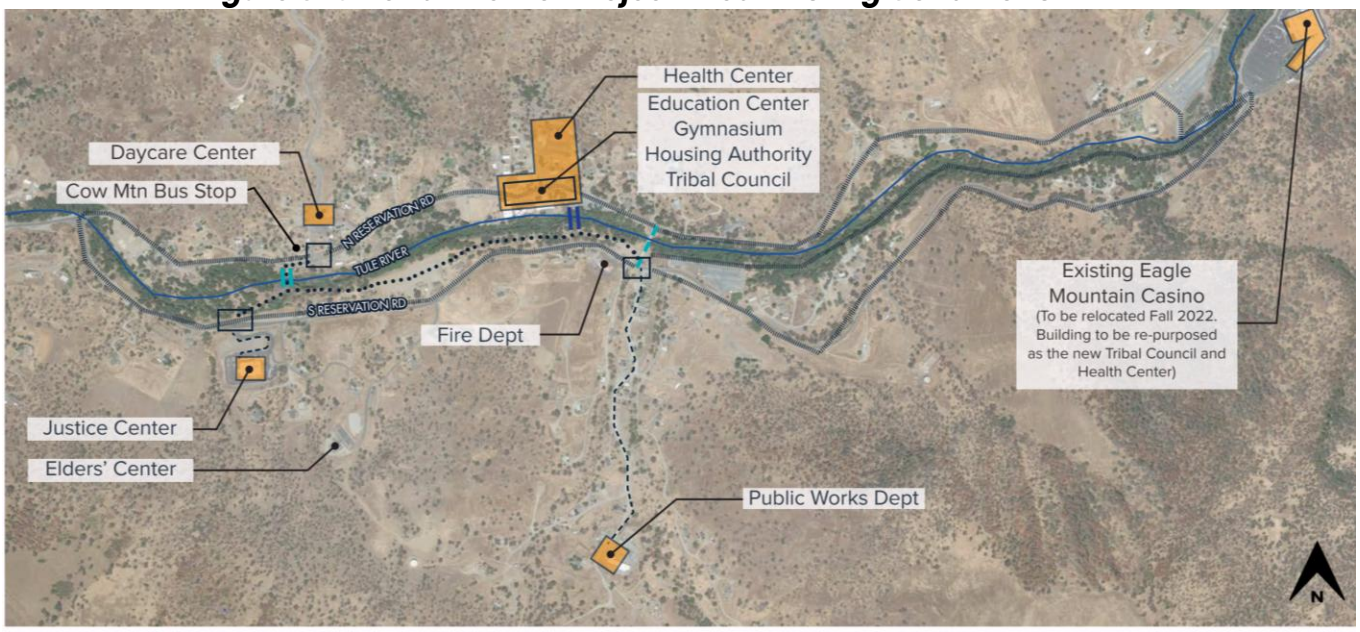


Figure 3-7 Aerial View of The Village Existing Conditions



Truck Routes

None that would apply to the Project.

Rail

None that would apply to the Project.

Bicycle and Pedestrian Facilities

The are no pedestrian sidewalks or bicycle facilities within the Project area. The intent of the Project can be summarized as providing pedestrian enhancement in the form of sidewalks, a

trail, two pedestrian bridges, crosswalks, signage and other amenities as previously noted at the Project description (see page 3-3).

Airports

None that apply to the Project. The nearest airport is Porterville Municipal Airport approximately 14 miles west of the Tule River Reservation.

Regulatory Setting

Federal

National Environmental Policy Act (NEPA)

The National Environmental Policy Act (NEPA) is implemented by regulations included in the Code of Federal Regulations (40 CFR § 1500.), which require careful consideration of the harmful effects of federal actions or plans, including projects that receive federal funds, if they may have a significant adverse effect on the environment. NEPA mandates that all federal agencies carry out their regulations, policies, and programs in accordance with NEPA's policies of environmental protection.

Any project undertaken on the recommendation of this document may meet the definition of a "project" under the National Environmental Policy Act (NEPA), and will be subject to NEPA review if the project receives Federal funding." (see Tule River ATP, page 7) The implementation project is not a "federal action" as defined by NEPA, 24 CFR 1508.18 and therefore is not subject to further review under NEPA. The implementation is a Categorically Excluded project pursuant to Federal Guidelines.

"Federal Land Policy Management Act

Federal Land Policy Management Act (FLPMA) specifically directs the Bureau of Land Management (BLM) to coordinate with state, local, and tribal governments to assist in resolving inconsistencies between BLM's land-use plans and local land-use plans, to the maximum extent consistent with federal law and the purposes of FLPMA" (Tule River ATP, page 7)

United States Department of Transportation Act of 1966 (Section 4[f])

Section 4(f) of the United States Department of Transportation (USDOT) Act of 1966 affords special protection to public recreational lands and facilities, including: local parks and school facilities that are open and available to the general public for recreational purposes; significant cultural resources; historical resources; and natural wildlife refuges. Federally funded transportation improvement projects are prohibited from the encroachment (direct or

constructive use, or a take) of Section 4(f) lands unless it can be demonstrated that no feasible and prudent alternative exists.

State

California Transportation Plan

"The California Transportation Plan (CTP) 2050 (2021) is a long-range plan to create "safe, resilient, and universally accessible transportation system that supports vibrant communities, advances racial and economic justice, and improves public and environmental health. The CTP 2050 identifies transportation needs voiced by Tribal Communities including:

- Reliable access to Tribal lands
- Road safety
- Multi-jurisdictional communication
- Inadequate funding
- Transportation planning capacity
- Multimodal mobility
- Culture resources protection; etc." (Tule River ATP, page 8)

Senate Bill (SB) 743

With the passage of SB 743 (September 2013) and the subsequent adoption of revised CEQA Guidelines (December 2019), level of service, also referred to as LOS, can no longer be used as a criterion for identifying significant transportation impacts for most projects under CEQA. Level of service is the measure of the average amount of delay experienced by vehicle drivers at an intersection or along a road segment during the most congested time of day, while the new CEQA metric (VMT) measures the total number of daily miles traveled by vehicles on the roadway network and thereby the impacts on the environment from those miles traveled. Level of service is a measure of local vehicle congestion at an intersection or on a road segment, and VMT is a measure of the total miles of vehicle travel measured at an area-wide or project-level scale. In other words, SB 743 changed the focus of transportation impact analysis in CEQA from measuring quality-of-life impacts to drivers, to measuring the physical impacts of driving on the environment. According to the Governor's Office of Planning and Research (OPR) Technical Advisory on Evaluating Transportation Impacts in CEQA (Technical Advisory)1 land use projects with one or more of the following characteristics would generate lower VMT than conventional development:

- Higher land use densities
- Mix of project uses
- Support of a citywide jobs-housing balance (i.e., provide housing in a job rich area, or vice versa)
- Proximity to the core of a region
- Proximity to high-quality transit service
- Located in highly walkable or bikeable areas

As the Project is located in a highly walkable and bikeable area, it is consistent with the intent of SB 743 to reduce vehicle miles travelled.

California Department of Transportation (Caltrans)

Caltrans is the primary State agency responsible for transportation issues. Caltrans recognizes four classifications of bicycle facilities.

- Class I. Commonly referred to as a bike path or bikeway, Class I facilities are separated from automobile traffic for the exclusive use of bicyclists.
- Class II. Commonly referred to as bike lanes, Class II facilities are dedicated for bicyclists immediately adjacent to automobile traffic.
- Class III. Commonly referred to as bike routes, Class III facilities are on-street routes where bicyclists and automobiles share the road.
- Class IV. Commonly referred to as cycle tracks or protected bike lanes, Class IV facilities combine elements of Class I and Class II facilities to offer an exclusive bicycle route immediately adjacent to a roadway, similar to a Class II facility, but include a physical separation from traffic with raised curbs, plastic delineators, or parked automobiles.

State of California Active Transportation Program 2040

The Active Transportation Program (ATP) is a statewide program administered by Caltrans that provides funding for infrastructure that

1. Increases the proportion of trips accomplished by biking and walking;
2. Increase safety and mobility for non-motorized users;
3. Advances the active transportation effort of regional agencies to achieve greenhouse gas (GHG) reduction goals;
4. Enhances public health;
5. Ensures that disadvantaged communities fully share in the benefits of the program; and
6. Provides a broad spectrum of projects to benefit many types of active transportation users. ATP funding prioritizes projects that directly benefit DACs. (see page 33 at https://catc.ca.gov/programs/active-transportation-program)

Multimodal System Enhancement, Active System (Bicycling and Walking) of the CTP 2040

California must continue to promote active transportation. It is a key component of the CTP 2040. Programs such as the Active Transportation Program (ATP) were created to encourage increased use of these active modes of transportation by increasing proportion, mobility, and accessibility of biking and walking trips. These trips enhance public health while reducing GHG and congestion. Often the transit system and active transportation go hand-in-hand. Thus, another proven practice is to implement more Complete Streets policies throughout cities in California. Complete Streets are those that enable safe access and mobility amongst motorists, bicyclist, pedestrians and transit service. (See California Transportation

Commission, ATP at MULTIMODAL SYSTEM ENHANCEMENTS, ACTIVE TRANSPORTATION SYSTEM (BICYCLING AND WALKING), page 63, at: http://www.catc.ca.gov/programs/ATP.htm.)

Tribal Government Funding and Partnerships of the CTP 2040

"In the Tribal Listening Sessions conducted as preparation for creating this plan, tribal government representatives noted that funding is the main transportation difficulty they face. Transportation funding is vital for providing needed community services and sustaining vibrant and diverse tribal economies. Funding for tribal transportation projects is also necessary for facilities needed by tribal communities in their mostly rural settings.

Planning funds are essential in helping tribes develop their transportation systems. Transportation plans are required for several programs and are the foundation of successful transportation systems. A crucial component of planning, and therefore funding, is data. Many tribal governments lack sufficient data for planning and funding purposes due to lack of funding and rural locations. Recreational traffic is often not counted in many traffic studies. Tribes must also overcome institutional restrictions to partner with local and regional transportation agencies. As a result, many tribes experience difficulties accessing transportation funding.

Accessing transportation funding is a priority goal of California tribal governments. As Stated previously, Native American tribes are sovereign governments. In California, a majority of transportation funding is given to local governments or regional agencies. Thus, tribes must compete with cities, counties, and other local agencies for limited funds. This intense competition makes it difcult for tribal governments to access needed funding and provide essential services to their communities. New strategies are required to improve tribal transportation systems.

Innovative funding mechanisms are critical in providing better funding access. Partnerships between tribes, local governments, and regional agencies create new opportunities in transportation and provide mutually beneficial solutions to community problems. Building collaborative and cooperative relationships help ensure maximum benefits and efficiency for all. In addition, other creative solutions could empower tribal governments to develop their own transportation networks. These solutions may include partnerships with multiple tribal governments in tribal transportation funding districts, a separate funding reservation for tribes, and special transportation districts." (See: California Department of Transportation's (Caltrans) California Transportation Plan 2040 (CTP 2040) page 34 at: https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/f0004899_ctp2040_a11y.pdf)

California Department of Transportation's (Caltrans) California Transportation Plan 2050 (CTP 2050)

"Tribal Nations

California has the largest Native American population of any U.S. state, with 109 federally recognized tribes in 34 counties, and many without Federal recognition. There are almost 100 Tribal reservations (Rancherias) throughout the state, and large groups of Native Americans (indigenous Californians and other Native peoples) living in major urban areas such as Oakland, San Francisco, San Jose, San Diego, and Los Angeles. Federally recognized Tribes are sovereign nations, administering programs and providing services to Tribal and non-Tribal members of the community. In accordance with EO B-10-11 (2011), California engages with Native American groups in consultation of transportation planning activities and for the advancement of environmental justice goals.

Federal and states laws are also in place to protect tribal lands, assets, resources, and rights for the benefit of tribes and their members. The California State Transportation Agency (CalSTA) Tribal Transportation Policy obligates respect for tribal sovereignty and pursuit of good-faith relations with tribes and the Director's Policy 19, "Working with Native American Communities", requires the Department to "recognize and respect important California Native American rights, sites, traditions, and practices" as well as to "[consult] with tribal Governments prior to making decision, taking actions or implementing programs that may impact their communities." The Caltrans Native American Liaison Branch (NALB) serves as a liaison between Caltrans, the 109 Federally recognized tribes in California; state, local, and regional transportation agencies; and other key stakeholders. NALB facilitates compliance with Caltrans policy and federal statutes and regulations for Tribal Governments involvement in transportation planning and programming. The program also works to help California Native American communities identify and implement transportation safety solutions that will lead to improved safety for all motorists, passengers, bicyclists, and pedestrians, as well as help Tribal governments identify potential sources of funding for improvements.

Tribal Transportation Needs

- Tribal listening sessions were held across the state to better understand the transportation needs facing Tribal communities. The following key themes emerged:
- Reliable access to Tribal lands
- Road safety
- Multi-jurisdictional communication
- Inadequate funding
- Transportation planning capacity
- Multimodal mobility
- Culture resources protection
- Emergency response
- Training and technical assistance
- Active partnerships" (See CTP 2050, pages 34-35)

Tribal Government Funding Partnerships

In the Tribal Listening Sessions conducted as preparation for creating this plan, tribal government representatives noted that funding is the main transportation difficulty they face. Transportation funding is vital for providing needed community services and sustaining vibrant and diverse tribal economies. Funding for tribal transportation projects is also necessary for facilities needed by tribal communities in their mostly rural settings.

Planning funds are essential in helping tribes develop their transportation systems. Transportation plans are required for several programs and are the foundation of successful transportation systems. A crucial component of planning, and therefore funding, is data. Many tribal governments lack sufficient data for planning and funding purposes due to lack of funding and rural locations. Recreational traffic is often not counted in many traffic studies. Tribes must also overcome institutional restrictions to partner with local and regional transportation agencies. As a result, many tribes experience difficulties accessing transportation funding.

Accessing transportation funding is a priority goal of California tribal governments. As Stated previously, Native American tribes are sovereign governments. In California, a majority of transportation funding is given to local governments or regional agencies. Thus, tribes must compete with cities, counties, and other local agencies for limited funds. This intense competition makes it difficult for tribal governments to access needed funding and provide essential services to their communities. New strategies are required to improve tribal transportation systems.

Innovative funding mechanisms are critical in providing better funding access. Partnerships between tribes, local governments, and regional agencies create new opportunities in transportation and provide mutually beneficial solutions to community problems. Building collaborative and cooperative relationships help ensure maximum benefits and efficiency for all. In addition, other creative solutions could empower tribal governments to develop their own transportation networks. These solutions may include partnerships with multiple tribal governments in tribal transportation funding districts, a separate funding reservation for tribes, and special transportation districts." (CTP Plan 2040, page 34)

Regional

Tulare County Association of Governments (TCAG)

2018 Regional Transportation Plan and Sustainable Communities Strategy (RTS/SCS)

"TCAG Regional Active Transportation Plan

TCAG Regional Active Transportation Plan (RATP) (adopted May 2016; amended November 2017, January 2020) identifies the pedestrian and bike related goals, strategies and priority

projects that were incorporated into the Tulare County Regional Transportation Plan / Sustainable Communities Strategy (RTP/SCS). The RTAP identifies the one priority project (R-1) for the Tule River Reservation, which proposes implementing pedestrian safety features on North Reservation Road between Cow Mountain Road and the Million Dollar Bridge. The project includes sidewalk installations, safety signage, river walkways and bridge walkways, and speed bumps. However, Caltrans has requested that traffic-calming alternatives to speed bumps be considered due to the damage the bumps can cause to cars. The estimated costs was $2,399,000." (2018 RTP/SCS page 125)

"Tulare County Regional Transportation Plan - Sustainable Communities Strategy

As required by the Sustainable Communities and Climate Protection Act of 2008 (Senate Bill 375), the 2018 Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS) contains a Sustainable Communities Strategy that considers both land use and transportation together in a single, integrated planning process that accommodates regional housing needs and projected growth. The 2018 RTP/SCS updates the current RTP/SCS adopted by TCAG in June 2014 and continues the planning vision for the Tulare County region laid out by the 2014 plan. As have past Regional Transportation Plans, the 2018 RTP/SCS plans how the region will invest limited transportation funds to maintain, operate and improve an integrated, multi-modal transportation system that facilitates the efficient movement of people and goods. The updated plan identifies specific strategies, policies and actions, including a list of programmed and planned transportation projects affordable within the region's anticipated reasonably available transportation funding, to achieve regional goals and priorities and meet the current and future needs of the region. The planning horizon of the 2018 RTP/SCS is 2042." (2018 RTP/SCS Sustainable Communities Strategy, page D-1 at: https://tularecog.org/tcag/planning/rtp/rtp-20181/

"TRIBAL CONSULTATION

TCAG continues consultation efforts with the Tule River Indian Reservation in Tulare County. TCAG strives to have at least one formal consultation a year and other staff-level or informal meetings as needed. A member of the Tule River Indian Reservation has been on the TCAG Technical Advisory Committee since 2001. Further, TCAG is one of only a few MPOs in the state that has had a MOU with a Tribe to develop and construct a state-funded transportation safety project. An important safety project, for Reservation Road, was completed in 2007.

In 2009 TCAG participated in the Valley-wide Tribal Collaboration effort made possible with a Caltrans Planning Grant for transportation planning and mapping. The grant was awarded to the eight Valley MPOs and completed in September in 2009. Collaboration efforts with Valley tribes continue. In December 2012 the City of Porterville started a fixed route service between the city and the Tule River Reservation. In 2021, The Chairman of the Tule River Tribal Council sent a formal request for TCAG's partnership with the City of Porterville in managing the creation and development of the Tribe's very first Active Transportation Plan (ATP). The ATP

focuses on improving bicycle and pedestrian infrastructure in terms of both safety and accessibility. Other information regarding TCAG's ongoing tribal consultation efforts is in Appendix 2-Z – Tribal Public Participation Plan." (2022 RTP/SCS Communities Strategy, Chapter D Action Element, pages D-29 and D-30 at: https://tularecog.org/tcag/planning/rtp/rtp-2022/chapter-d-action-element/).
https://drive.google.com/file/d/1eHl1QA21_cb2Bgs_WoDP9VeHoVVUX11w/view

Local

Sustainable Transportation Circulation Element for the Tule River Comprehensive Master Plan

Tule River Tribe Sustainable Transportation/Circulation Element (STCETRMP)

"The Sustainable Transportation/Circulation Element for the Tule River Comprehensive Master Plan (STCETRMP) will be developed with a multi-modal approach to sustainable transportation. As such it will include roads, transit, bicycles, pedestrians, trails and parking. The Plan will be directly linked to planned land uses currently under development by the Tribe. The Plan will address the need for the maintenance of existing roads within the Reservation and the expansion of the road network to serve future development of the Tribe. The Sustainable Transportation/Circulation Element includes an inventory of the existing conditions and projection of future conditions with the development of the planned land uses and supporting transportation systems." (Sustainable Transportation/Circulation Element for the Tule River Comprehensive Master Plan (STCETRMP), page 16, which can be accessed at: https://drive.google.com/file/d/1eHl1QA21_cb2Bgs_WoDP9VeHoVVUX11w/view

"Tule River Tribe Sustainable Transportation/Circulation Element Sustainable Transportation/Circulation Element for the Tule River Comprehensive Master Plan (STCETRMP) will be developed with a multi-modal approach to sustainable transportation. As such it will include roads, transit, bicycles, pedestrians, trails and parking. The Plan will be directly linked to planned land uses currently under development by the Tribe. The Plan will address the need for the maintenance of existing roads within the Reservation and the expansion of the road network to serve future development of the Tribe. The Sustainable Transportation/Circulation Element includes an inventory of the existing conditions and projection of future conditions with the development of the planned land uses and supporting transportation systems." (STCETRMP, page 17).

"In 2012 the Tule River Indian Tribe prepared it first transit plan. This document is unique in its approach to planning for Tribal transit service within this very dynamic community. With the completion of this Plan, the Tribe has been working toward a more integrated transit system. The Plan provides guidance for the future development of both inter-community and intra-community service. The over-arching goal is to provide for expanded access to jobs for tribal members off-Reservation as well as better access to on-Reservation jobs for employees living

in outlying communities. The Plan will also address the need for expanded access to educational opportunities within the City of Porterville.

The Tule River Indian Tribe prepared the five-year Transit Plan (TP) as a prelude to planning, programming and implementation of both inter-community and intra-community transit service. This plan was prepared in cooperation with the Tule River Indian Tribe and with assistance from the Tulare County Association of Governments and the City of Porterville. This Transit Plan presents a summary of the existing conditions related to transit services within area, defines the goals and objectives of the system, and presents a five-year service, capital, and financial plan for the system. As part of this process the Transit Plan will be updated to include the years 2018 to 2022." (see STCETRMP, page 17)

Chapter 2 Policies of the STCETRMP contain numerous policies that address the Roads System, Tribal Transit System, Bicycle System, Pedestrian System, Multi-Use Trail System and Greenhouse Gases. The policies interact and complement each other to provide sustainability. The following addresses active transportation:

"ACTIVE TRANSPORTATION (BICYCLE AND PEDESTRIAN MODES) GOAL: IMPROVE, ENHANCE, AND EXPAND THE REGION'S BICYCLE AND PEDESTRIAN SYSTEMS AND CONNECTIVITY TO THOSE SYSTEMS, WHILE KEEPING THEM SAFE AND CONVENIENT.

Objective: Encourage bicycle usage in Tulare County by providing safe and convenient bike routes and facilities as outlined in the Tulare County Regional Transportation Bicycle Plan, and coordinate pedestrian planning with bicycle planning countywide.
Policies:

1. Update the Regional Bicycle Plan every four years to identify bicycle routes that are appropriate for commuter, recreational, and student riders.
2. Convene public outreach and implement strategies for Share the Road concepts.
3. Designate and design regional bicycle and pedestrian routes that reduce conflicts with motor vehicles.
4. Encourage local agency review of bicycling and pedestrian needs with all new development.
5. Encourage local agencies to support implementation of bicycle support facilities such as bike racks, showers, and other facilities during the project review process.
6. Coordinate bicycle and pedestrian planning and implementation with other modes of transportation, particularly with transit.
7. Support development of designated regional bicycle and/or walking paths adjacent to or separate from commute corridors, connecting cities and communities.
8. Support implementation of local bicycle, pedestrian, and trail plans.
9. Utilize Cap and Trade funds available for bicycle and pedestrian projects, if available, for projects in Tulare County." (see STCETRMP, page 6)

Chapter 2 Policies of the STCETRMP contain numerous policies that address the Roads System, Tribal Transit System, Bicycle System, Pedestrian System, Multi-Use Trail System and Greenhouse Gases. The policies interact and complement each other to provide sustainability. As noted in Chapter 2: Policies of the STCETRMP, "Given the Tribe's Planning Vision Statement and their historic relationship with the environment, the development of this plan is by nature, sustainable. The Tribe does recognize the value of planning for the future and the benefits attained through the development of long range policies to support sustainability. With plans to develop within the Reservation as well as pursuing off-Reservation economic opportunities, the Tribe is committed to the integration of land use, transport, economics and the environment into the decision making process and project execution.

The following policy statements were developed to support this multi-modal approach to Tribal sustainability. They are timeless and as such will need to be reviewed and refined as opportunities arise. They are intended to support the Sustainable Transportation Plan's Goal and the Tribe's planning vision of consideration of three generations in the future. They should be reviewed on a regular basis and refined as the system matures." (see STCETRMP, page 22). For the purposes of this Project, the Bicycle System, Pedestrian System, Multi-Use Trail System, and Greenhouse Gas[es] policies would apply:

"Bicycle System

CP 3.1 Bicycle System
The Tule River Indian Tribe shall develop the transportation system to support commuter and recreational bicycle usage. Focus will be on the rural nature of the road system and the need for school bike trips and opportunities for recreational biking within the Reservation.

CP 3.2 Regional Bicycle Transportation Plan
The Tule River Indian Tribe County shall coordinate with TCAG and other agencies to integrate the Reservation bike facilities into the regional network. This effort shall include updating and possibly including Tule River Indian Tribe's improvement projects into the Tulare County Regional Bicycle Transportation Plan.

CP 3.3 Provisions for Bicycle Use
The Tule River Indian Tribe shall provide for bicycle use through the development of Reservation roads with a minimum of 4 foot shoulders, bike lanes (where appropriate) and multi-modal trails. Bike lockers and supporting signage and striping shall be placed at activity centers.

CP 3.4 Provisions for Bicycle Use
The Tule River Indian Tribe will implement a bike safety program with emphasis on school children and drivers.

CP 3.5 Provisions for Bicycle Use

Along with the bike safety program, the Tule River Indian Tribe will implement a community awareness program to educate Tribal members on the health and environmental benefits of cycling and the availability of the bike system and support facilities.

Pedestrian System

CP 4.1 Sidewalk Facilities
The Tule River Indian Tribe shall support pedestrian activity through the development of sidewalks in activity centers and new developments. Sidewalks shall be developed to provide for all-weather movements and be a minimum of 5 feet in width. Location should reflect the terrain, available road width and pedestrian and vehicle safety.

CP 4.2 Road Shoulders
Because of the rural nature of the Reservation, the road system represents a significant part of the pedestrian system. The Tule River Indian Tribe shall improve pedestrian mobility by development of the Reservation road shoulders to support better pedestrian movement.

CP 4.3 Focus Areas
The Tule River Indian Tribe shall develop a sidewalk system within the Governments Center to support the pedestrian activity associated with the Education Center, the Medical Center, the Government Center and the future Cultural Center. This pedestrian system shall include crosswalks and traffic calming facilities.

Multi-Use Trail System

CP 5.1 Multi-use Trails
The Tule River Indian Tribe shall develop multi-use corridors composed of hiking, equestrian, biking and pedestrians.

CP 5.1 Tule River Trail
A multi-use trail along the Tule River corridor shall form the backbone of the trail system. Other trails shall be developed to provide access to the Specific Plan areas and the Reservation back country.

CP 5.2 Horse and Hiking Trails
The Tule River Indian Tribe shall also support the development of a horse and hiking trail system, which provides access to the activity centers within the Reservation along with open space in the back country.

Greenhouse Gas[es]

CP 6.1 Global Warming Solutions (AB 32)

The Tule River Indian Tribe will support the goals of AB 32, through the implementation of this Sustainable Transportation/Circulation Element.

CP 6.2 Greenhouse Gas Reduction
The Tule River Tribe supports the legislative goal to reduce or encourage reductions in GHG emissions by at least 15%.

CP 6.3 Sustainable Communities Strategy/Regional Blueprint Planning
The Tribe will support the Tulare County Sustainable Communities Strategy through the implementation of this sustainable transportation program and the development of sustainable land use plans." (STCETRMP, pages 23-24).

Discussion

a) Would the Project conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

No Impact: As noted earlier, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. As such, the Project does not conflict with a program plan, ordinance or policy addressing the circulation system, including transit, bicycle, and pedestrian facilities. Rather, as noted earlier, the Tribe has numerous policies that encourage and support development and the use of a multi-modal approach that includes pedestrian and cycling. Therefore, the Project would result in *no impact* to this resource.

Mitigation Measures: None Required.

b) Would the Project conflict or be inconsistent with CEQA Guidelines Section 15064.3, Subdivision (b)?

No Impact: As noted earlier, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. Senate Bill (SB) 743 requires that relevant CEQA analysis of transportation impacts be conducted using a metric known as vehicle miles traveled (VMT) instead of Level of Service (LOS). VMT measures how much actual auto travel (additional miles driven) a proposed project would create on California roads. Using information contained in the Governor's Office of Planning and Research (OPR) *Technical Advisory on Evaluating Transportation Impacts in CEQA*, the Project has been screened out from requiring a detailed VMT analysis based on the findings that the Project would not increase vehicle miles traveled (VMT) due to increases in residential, office, and retail uses that tend to have the greatest influence on VMT; would include the addition of new or enhanced bike or pedestrian facilities on existing streets/highways or within existing public rights-of-way;

and would include the addition of Class I bike paths, trails, multi-use paths, or other off-road facilities that serve nonmotorized travel. (see of the Governor's Office of Planning and Research (OPR) *Technical Advisory on Evaluating Transportation Impacts in CEQA* (December 28, 2018), pages 14 and 18 at: https://lci.ca.gov/docs/20180416-743_Technical_Advisory_4.16.18.pdf). Rather, as noted earlier, the Project would develop and encourage the use of a multi-modal approach that includes pedestrian and cycling with enhanced safety components. Therefore, based on the analysis and information provided herein, the Project's impact on VMT would be *less than significant*.

Mitigation Measures: None Required.

c) Would the Project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

No Impact: As noted earlier, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling with enhanced safety components (e.g., sidewalks, signage, crosswalks, striping, etc.). As such, the proposed Project does not include any features that could result in increased hazards due to a geometric design feature. Therefore, based on the analysis and information provided herein, the Project would result in *no impact*.

Mitigation Measures: None Required.

d) Would the Project result in inadequate emergency access?

No Impact: As noted earlier, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling with enhanced safety components (e.g., sidewalks, signage, crosswalks, striping, etc.). During construction-related activities it is possible that traffic management could result in short-term, temporary, and intermittent minor delays; however, emergency access for first responders would be prioritized to allow quick and safe passage to emergency vehicles. As such, the Project would not result in inadequate emergency access. Therefore, *no impact* would occur.

Mitigation Measures: None Required.

Mitigation Measures: None Required.

Based on the analysis and information provided herein, *no mitigation measures are required*.

Cumulative Impact

The cumulative area is limited to the Tule River Reservation. As noted earlier, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. As such, the Project would not conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities; it would not conflict or be inconsistent with CEQA Guidelines Section 15064.3, Subdivision (b); it would not substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses; and it would not result in inadequate emergency access. Also noted earlier, the Project would develop and encourage the use of a multi-modal approach that includes pedestrian and cycling with enhanced safety components. Therefore, based on the analysis and information provided herein, the Project would not result in a cumulatively considerable impact to the Transportation resource and there would be *no cumulative impacts* associated with the Project.

XVIII. TRIBAL CULTURAL RESOURCES

Would the Project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a Site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☑	☐	☐
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision I of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision(c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☑	☐	☐

Environmental Setting

A response for sacred lands file search from the NAHC for the Study Area was requested received by the City of Porterville on January 20, 2026 and by qualified consultant Soar Enviornmental Consulting (Soar) on February 24, 2026. The City of Porterville (City) notified the tribal representatives about the proposed Project and requested information regarding potential resources at or near the Project area. One (1) tribal response was received during the consultation process. Also, per AB 52, the City initiated Tribal Consultation on March 9, 2026; at the time of release of this document one (1) response has been received. It is noted that the

Tribe is working closely with the City (as the lead agency) and consultant Soar Environmental to ensure a thorough and accurate tribal cultural resources assessment.

Cultural Resources Record Search and Native American Consultation

As indicated earlier at resource discussion V Cultural Resources, the Central California Information Center (Information Center or CCIC), California Historical Resources Information System (CHRIS), Department of Anthropology – California State University, Stanislaus conducted a review of their maps for the specific project area and the immediate vicinity of the project area of the following:

- California Points of Historical Interest (CPHI)
- California Historical Landmarks (CHL)
- California Register of Historical Resources (CRHR)
- National Register of Historic Places (NRHP)
- Historic maps (U.S. Geological Survey topographic quadrangles, General Land Office plats)
- Historical aerial imagery
- Caltrans Historical Bridge Inventory

The records search identified eight prior cultural resources investigations within the Project area. These investigations primarily involved cultural and historic property evaluations of the Tule River Indian reservation, utility line replacement, and fire management surveys." (CRA page 20).

Prehistoric or historic resources within the immediate vicinity of the project area: None has been formally reported to the Information Center.

Also, the NAHC Sacred Lands File search were positive indicating there is a known presence of Tribal resources (see Appendix C). It is noted that NAHC results do not specify the location of tribal cultural resources, and consultation with local tribes was recommended. As noted earlier, the Tribe will be directly involved to ensure their resources are protected to their satisfaction.

Tribal Consultation

In compliance with AB 52, as noted earlier, the City did receive one (1) response from Native American tribes that were contacted during the AB52 consultation process as of the release date of this document. Seven (7) Tribes and ten (10) persons were invited to participate in Tribal Consultation via letters on March 9, 2026, inviting the Tribes to consult with the City regarding the Project. A copy of each letter is available in Appendix C to this report. As of April 18, 2026, one (1) response or requests for consultation was received.

Regulatory Setting

See discussion at Item V Cultural Resources for a more detailed discussion as Tribal Cultural Resources are included in the discussion.

Federal

American Indian Religious Freedom Act

The American Indian Religious Freedom Act establishes, as national policy, that traditional Native American practices; beliefs; sites, including the right of access; and the use of sacred objects shall be protected and preserved. It does not include provisions for compliance.

Native American Graves Protection and Repatriation Act

The Native American Graves Protection and Repatriation Act of 1990 protects Native American remains, including Native American graves on federal and tribal lands, and recognizes tribal authority over the treatment of unmarked graves. This Act prohibits the selling of Native American remains and provides guidelines for the return of Native American human remains and cultural objects from any collection receiving federal funding, such as museums, universities, or governments. Noncompliance with this Act can result in civil and criminal penalties

State

California Environmental Quality Act (CEQA)

CEQA was passed in 1970 to institute a statewide policy of environmental protection. It requires that public agencies that finance or approve public or private projects must consider the impacts of their actions on the environment, of which, Historical Resources, Unique Archaeological Resources, and Tribal Cultural Resources are a part. A project that may cause a substantial adverse change in the significance of a Historical Resource is a project that may have a significant effect on the environment (PRC 21084.1). Section 21083.2 requires agencies to determine whether proposed projects would have effects on Unique Archaeological Resources, and Section 21074(a)(1) concerns effects to Tribal Cultural Resources.

CEQA requires that if a project would result in significant impacts on cultural resources that are important or significant, alternative plans or measures must be considered to lessen or mitigate such impacts. Prior to the development of mitigation measures, the importance of cultural resources must be determined. The steps that are generally taken in a cultural resources investigation for CEQA compliance are as follows:

- Identify cultural resources in a project area;
- If cultural resources exist in the footprint of a project, evaluate the significance of resources;

- If significant resources are determined to exist, evaluate the potential impacts of a project on these resources; and
- Develop and implement measures to mitigate the impacts of the project only on significant resources, namely Historical Resources, Unique Archaeological Resources, and Tribal Cultural Resources

California Health and Safety Code Section 7050.5(b) and CEQA Section 15064.5

Section 7050.5(b) of the California Health and Safety Code specifies protocol when human remains are discovered during activities involving ground disturbance. If human remains are discovered or identified in any location other than a dedicated cemetery, there should be no further disturbance or excavation nearby until the county coroner has determined the area is not a crime scene that warrants further investigation into the cause of death and made recommendations to the persons responsible for the work in the manner provided in PRC Section 5097.98. This section provides guidance for proceeding when human remains associated with Native American burials and associated items are encountered.

CEQA Guidelines Section 15064.5(e) requires that excavation activities stop whenever human remains are uncovered during a project or activity, and that the county coroner be called in to assess the remains. If the county coroner determines that the remains are Native American, the Native American Heritage Commission (NAHC) must be contacted within 24 hours. At that time, the lead agency must consult with the appropriate Native American descendants, if any, as identified by the NAHC. Under certain circumstances, the lead agency (or applicant), is required to develop an agreement with the Native American descendants for the treatment and disposition of the remains

Public Resources Code (PRC) Section 5097.9

PRC Section 5097.9 states that no public agency or private party on public property shall interfere with the free expression or exercise of Native American religion. The code further states that: …nor shall any such agency or party cause severe or irreparable damage to any Native American sanctified cemetery, place of worship, religious or ceremonial site, or sacred shrine located on public property, except on a clear and convincing showing that the public interest and necessity so require. County and city lands are exempt from this provision, expect for parklands larger than 100 acres.

Government Code Section 65352.3-5 (Senate Bill 18)

California Government Code Section 65352.3-5, formerly known as Senate Bill (SB) 18, states that prior to the adoption or amendment of a city or county's general plan, or specific plans, the city or county shall consult with California Native American tribes that are on the contact list maintained by the NAHC. The intent of this legislation is to preserve or mitigate impacts on places, features, and objects, as defined in PRC 5097.9 and PRC 5097.993, that are within the

city or county's jurisdiction. The bill also states that the city or county shall protect the confidentiality of information concerning the specific identity, location, character, and use of those places, features, and objects identified by Native American consultation. Government Code 65362.3-5 applies to all general and specific plans and amendments proposed after March 1, 2005. The SB 18 process was completed during preparation of the Porterville General Plan Update 2042 and its accompanying EIR; however, the SB 18 process does not apply to this Project.

Assembly Bill 52 (AB 52)

Effective July 1, 2015, AB 52 amended CEQA to require that: (1) a lead agency provide notice to those California Native American tribes that requested notice of projects proposed by the lead agency; and (2) the lead agency consult with any tribe that responded to the project notice within 30 days of receipt with a request for consultation. Topics that may be addressed during consultation include Tribal Cultural Resources, the potential significance of project impacts, the type of environmental document that should be prepared, and possible mitigation measures and project alternatives.

A California Native American tribe is defined as "…a Native American tribe located in California that is on the contact list maintained by the NAHC for the purposes of Chapter 905 of the Statutes of 2004." This includes both federally and non-federally recognized tribes.

Section 21074(a) of the PRC defines Tribal Cultural Resources for the purpose of CEQA as:

1) Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either of the following:
   A. Included or determined to be eligible for inclusion in the California Register of Historical Resources.
   B. Included in a local register of historical resources as defined in subdivision (k) of Section 5020.1.

2) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this paragraph, the lead agency shall consider the significance of the resource to a California Native American tribe.

Because criteria 1) A and 1) B also meet the definition of a Historical Resource under CEQA, a Tribal Cultural Resource may also require additional consideration as a Historical Resource. Tribal Cultural Resources may or may not exhibit archaeological, cultural, or physical indicators. Recognizing that California tribes are experts in their Tribal Cultural Resources and heritage, AB 52 requires that CEQA lead agencies provide tribes that request notification an opportunity to consult at the commencement of the CEQA process to identify Tribal Cultural Resources. Furthermore, because a significant effect on a Tribal Cultural Resource is

considered a significant impact on the environment under CEQA, consultation is used to develop appropriate avoidance, impact minimization, and mitigation measures

Native American Human Remains

State law (California PRC §5097 et seq.) addresses the disposition of Native American burials in archaeological sites and protects such remains from disturbance, vandalism, or inadvertent destruction; establishes procedures to be implemented if Native American skeletal remains are discovered during construction of a project; and established the NAHC.

In the event that Native American human remains, or related cultural material, are encountered, §15064.5(e) of the CEQA Guidelines (as incorporated from PRC §5097.98) and California Health and Safety Code, §7050.5, define the subsequent protocol. In the event of the accidental discovery or recognition of any human remains, excavation or other disturbances shall be suspended on the site, or any nearby area reasonably suspected to overlie adjacent human remains or related material. Protocol requires that the County Coroner or County-approved Coroner be contacted in order to determine if the remains are of Native American origin. Should the coroner determine the remains to be Native American, the coroner must contact the NAHC within 24 hours. The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work for means of treating, with appropriate dignity, the human remains, and any associated grave goods as provided in California PRC §5097.98 (14 CCR 15064.5(e))(State of California, 2021).

Native American Reservation Cultural Resource Laws and Federal, State, and Local Laws

Federal, state, and local cultural resource laws can apply to Native American tribal reservations, though their application, scope, and enforcement vary significantly due to tribal sovereignty and the complex interplay of jurisdictions. Certain federal laws specifically protect tribal cultural resources and apply directly to reservations or tribal lands. Key examples include the Native American Graves Protection and Repatriation Act (NAGPRA), which governs the protection, repatriation, and handling of Native American human remains, funerary objects, sacred objects, and items of cultural patrimony—particularly on federal or tribal lands—and the Indian Arts and Crafts Act, which safeguards authentic Native American arts and crafts from misrepresentation.

Other federal statutes, such as aspects of the National Historic Preservation Act (NHPA) or Archaeological Resources Protection Act (ARPA), may involve tribal consultation for projects affecting cultural sites, even on tribal lands, especially when federal involvement (e.g., funding, permits, or undertakings) is present. However, enforcement of these laws can be inconsistent, and no single, comprehensive federal framework fully guarantees the long-term preservation and vitality of tribal cultures. State laws may have limited applicability on reservations because tribes generally are not subject to state jurisdiction due to their sovereign status. The relationship is further complicated by dual citizenship: tribal members are citizens of both their

tribe and the United States, subjecting them to federal (and sometimes state) laws alongside tribal ones. This creates a layered system of rights and obligations that tribes, federal agencies, and others may not always fully navigate. In limited areas, such as criminal matters, federal law can incorporate state provisions—for instance, under the Assimilative Crimes Act, certain state criminal violations become federal offenses on reservations. Yet this does not mean all federal (or state) laws automatically extend to every aspect of reservation life or tribal governance.

The fundamental dynamic is a government-to-government relationship between the United States and each federally recognized tribe, with each tribe maintaining its own sovereign legal system and authority. Not every federal law applies uniformly across all reservations. To navigate this effectively, federal agencies, state entities, and local authorities must recognize the unique legal status of reservations, honor tribal sovereignty, and respect tribal traditions. This includes meaningful government-to-government consultation—incorporating tribal input and perspectives—especially for projects or decisions that could affect historic properties, sacred sites, or other cultural resources (Governor's Office of Tribal Affairs, 2026).

Regional/Local

The Tule River Indian Tribe would be responsible for tribal cultural resources and the method/manner on how discovery of all tribal resources would be curated, preserved, or otherwise handled.

Discussion

It is noted that the following discussion is limited to tribal cultural resources. However, overall with other cultural resources (e.g., historical resources) can occur. As such, both the Tribal Cultural and Cultural resources are invariably interconnected. Rather than being repetitive, the reader is encouraged to cross-reference these resources as applicable,

a) Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a Site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or

The Project would not cause a substantial adverse change in the significance of a tribal cultural resource, nor is it listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources. Based on the results of the records search, no previously recorded cultural resources are located within the Project Site. As noted

earlier, AB52 Tribal Consultation letters were sent out by the City via certified mail on month/day, 2026; as of month/day, 2026, __ responses were received during the Tribal consultation process (see Appendix C). Although cultural resources were identified, Mitigation Measures CUL-1 through and CUL-3 would address potential impacts to tribal cultural resources. Therefore, based on the analysis and information provided herein, the Project would result in a *less than significant with mitigation incorporated.*

Mitigation Measures: Less Than Significant Impact with Mitigation Incorporated.

Based on the analysis and information provided herein, implementation of Mitigation Measures CUL-1 through and CUL-3 as specified in Item V Cultural Resources, would mitigate impacts *to less than significant*.

ii.A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Mitigation Measures for Tribal Cultural Resources, see CUL-1 through CUL-3

The City, as lead agency, has determined there are known tribal cultural resources located within the Project site or area. Additionally, there are known human remains buried within the Project area's vicinity, including internment of Native Americans. It is possible that discovery of previously unknown tribal cultural resources could occur. As such, Mitigation Measures CUL-1 through CUL-3 would also address potential impacts to tribal cultural resources. Therefore, based on the analysis and information provided herein, implementation of Mitigation Measures CUL-1 through CUL-3 would mitigate impacts *to less than significant*.

Cumulative Impacts: Less than Significant with Mitigation.

The cumulative impact area is limited to lands within the Tule River Indian Tribe reservation area. The impacts of development of the proposed Project on tribal cultural resources would be site specific, and cumulative impacts would occur when a series of actions leads to the loss of a substantial type of site or other tribal cultural resource. As previously discussed, impacts to tribal cultural resources (and historical resources, archaeological resources, and human remains) identified within the areas of potential development in the MND Study Area would be less than significant. Existing federal, state, and Tribal laws, regulations, goals, policies, and/or actions described in this resource Item would protect tribal cultural resources in the Project area (specifically, within the Tule River Indian Tribe Reservation). Continued compliance with these regulations substantially decreases potential impacts to tribal cultural resources (and historical resources, archaeological resources, and human remains) to the maximum extent practicable. As such, based on the analysis and information provided herein, the Project would

result in a *less than significant impact with mitigation measures* that would be implemented as applicable.

XIX. UTILITIES AND SERVICE SYSTEMS

Would the Project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relation of which could cause significant environmental effects?	☐	☐	☐	☑
b) Have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☐	☑
c) Result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's Projected demand in addition to the provider's existing commitments?	☐	☐	☐	☑
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☑
e) Comply with Federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	

Environmental Setting

As noted previously, the Project is entirely within the Tule River Reservations. As noted earlier, the Project is predominantly surrounded by a mix of existing public uses such as the Justice Center, Elders Center, Fire Department, Public Works Department and scattered residential uses to the south; and Tribal Administration, Housing Authority, Health Center, Gymnasium, an Elementary School, Day Care Facility, and scattered residential uses to the north. The Project's length is located near the Village area where Tribe members can access the uses noted earlier. Scattered urban-type uses as described earlier are generally adjacent to Indian Reservation Drive north of

the river (where the majority of the Project will occur). The Project also includes areas along South Reservation Road south of the river (see Figure 2-3) where the proposed Project site is along a naturally formed valley of the South Fork of the Tule River (Tule River). Generally, the topography of this area is relatively uneven-to-relatively flat adjacent to the river, with hillsides rising east of Indian Reservation Drive. Areas within approximately 0.25 miles of the Project site include scattered residences spread within hills. Generally, the undeveloped hillsides of the Sierra Nevada Mountains dominate the immediate surrounding areas. In summary, this resource discussion describes and analyzes the potential impacts to the utilities and service system; specifically, water supply, wastewater treatment, stormwater drainage, water supply, landfill capacity, and solid waste disposal, as applicable. However, as previously noted, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling.

Water

The Tule River Tribe produces its water supply from groundwater and from flows from the Tule river which are then purified. The Tribe distributes it to its residential, commercial, and institutional customers. As noted in the Tribe's July 2025 News website, "PWD [Public Works Department] operates and maintains 2 separate water systems: The Main Water System; Tule River main: PWSID 0906005047 and Apple Valley Water system; Tule River Apple Valley (PWSID 090605074). Both systems contain miles of underground piping, water wells, pumps, tanks and service connections. The three systems service the Community Adminstrative offices, the Judicial Building, the Health Clinic, the School and Day Care. The daily demand is 200,000 gallons per day". (Vol. 06 Newsletter, page 6 at: https://tulerivertribe-nsn.gov/news/#) However, as noted previously, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. As such, it is noted that the Project would not use any of the local water supply.

Sewer Collection System/Wastewater Treatment Plant (WWTP)

The Tribe operates and maintains the sewer collection system and wastewater treatment plant (WWTP). As noted in the Tribe's Public Works Department website (see: https://tulerivertribe-nsn.gov/departments/publicworks/), "Our Water Technicians Repair the Water Distribution Systems which consists of several miles of underground pipeline, several water storage tanks, and all service line connections, our WTP and WWTP are checked several times daily to ensure water quality and distribution flows, the quality of our water from the treatment plant and wells are tested as directed by the EPA by our State certified Water Technicians. Samples are taken to BSK and Porterville Laboratories to ensure water quality, these results are then sent to EPA for review. Our operators Maintain and Operate the Communities 70,000 Gal. Per Day WWTP Located on Chimney Road, as well as the 33,000-35,000 Gal. Per Day WWTP which is adjacent to the [former] Casino." However, as noted previously, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and

paths that encourage active walking and cycling. As such, it is noted that the Project would not generate any sewerage or require wastewater treatment.

Solid Waste

Solid Waste Disposal and Waste Reduction program

As noted in the Tribe's Environmental Department's website, "At the community solid waste transfer station we promote waste reduction with the recycling of glass, plastic, cardboard, office paper and newspaper. We promote proper waste disposal of various hazardous waste items that should not be deposited into landfills. The Tribal community plays an active role in recycling as we provide amenities for waste reduction at community events, gatherings, and various government offices." (see: https://tulerivertribe-nsn.gov/enviromental/). However, as noted previously, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. As such, it is noted that the Project would not generate any solid outside of typical construction-related waste for this type of project.

Electric Power: Southern California Edison (SCE) provides electricity to the Tule River Reservation. However, as noted previously, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. As such, it is noted that the Project would not use any electric power outside of typical construction-related needs.

Regulatory Setting

Drinking Water

Federal

Federal Safe Drinking Water Act

The Safe Drinking Water Act, the principal federal law intended to ensure safe drinking water to the public, was enacted in 1974 and has been amended several times since it came into law. This Act authorizes the United States Environmental Protection Agency (USEPA) to set national standards for drinking water, called the National Primary Drinking Water Regulations, to protect against both naturally occurring and man-made contaminants. These standards set enforceable maximum contaminant levels in drinking water and require all water providers in the United States to treat water to remove contaminants, except for private wells serving fewer than 25 people. In California, the State Water Resources Control Board (SWRCB) conducts most enforcement activities. If a water system does not meet standards, it is the water supplier's responsibility to notify its customers.

America's Water Infrastructure Act (AWIA) of 2018

AWIA, signed into law on October 23, 2018, authorizes federal funding for water infrastructure projects, expands water storage capabilities, assists local communities in complying with the Safe Drinking Water Act and Clean Water Act (CWA), reduces flooding risks for rural, western, and coastal communities, and addresses significant water infrastructure needs in tribal communities. AWIA requires that drinking water systems that serve more than 3,300 people develop or update risk assessments and emergency response plans (ERPs). Risk assessments and ERPs must be certified by the USEPA within the deadline specified by the AWIA. However, as the Tule River Reservation has less than 3,300 people, the AWIA does not apply.

State

Porter-Cologne Water Quality Control Act

The Porter-Cologne Water Quality Act (Water Code sections 13000 et seq.), passed in California in 1969 and amended in 2013, is the basic water quality control law for California. Under this Act the SWRCB has authority over State water rights and water quality policy. This Act divided the State into nine regional basins, each under the jurisdiction of a Regional Water Quality Control Board (RWQCB) to oversee water quality on a day-to-day basis at the local and regional levels. RWQCBs engage in various water quality functions in their respective regions and regulate all pollutant or nuisance discharges that may affect either surface water or groundwater.

California Senate Bills (SBs) 610 and 221

SBs 610 and SB 221 were amended in 2001 to assure coordination between the local water and land use decisions to confirm that California cities and communities are provided with an adequate water supply. Specific projects are required to prepare a Water Supply Assessment (WSA). The WSA is composed of information regarding existing and forecasted water demands, as well as information pertaining to available water supplies for the new development. The Tule River Tribe does not meet the housing, business, commercial, hotel, industrial, or mixed-use hotel thresholds required to prepare a WSA:

Sustainable Groundwater Management Act of 2014

On September 16, 2014, a three-bill legislative package was signed into law, composed of AB 1739, SB 1168, and SB 1319, collectively known as the Sustainable Groundwater Management Act (SGMA). The Governor's signing message states "a central feature of these bills is the recognition that groundwater management in California is best accomplished locally." Under SGMA, in groundwater basins that are designated as medium and high priority, local public agencies and groundwater sustainability agencies (GSAs) must assess conditions in their local groundwater basins and then prepare groundwater sustainability plans (GSPs). As noted in the Eastern Tule Groundwater Sustainability Plan (ETGSA), "There is no significant presence of tribal

lands within the ETGSA. However, the reservation of the Tule River Tribe of California (Tule River Tribe) resides in the Sierra Nevada foothills northeast of the ETGSA and the Tule River Tribe does maintain and own several land holdings and facilities within ETGSA." (ETGSA, Section 2.4.4 Tribal Lands within Plan Area, page 2-4 at: https://drive.google.com/file/d/1Oit9kye2D8Hvp2LBQsVQaITor7Pttdwv/view).

California Plumbing Code

The California Plumbing Code was adopted as part of the California Building Code (CBC) and specifies technical standards of design, materials, workmanship, and maintenance for plumbing systems. The CBC is updated on a three-year cycle; the latest edition is dated 2022. One of the purposes of the plumbing code is to prevent conflicting plumbing codes within local jurisdictions. Among many topics covered in the code are water fixtures, potable and non-potable water systems, and recycled water systems.

Regional/Local

None that apply to the Project.

Wastewater

Federal

Clean Water Act

The Clean Water Act (CWA) of 1972 regulates the discharge of pollutants into watersheds throughout the nation and is implemented by the United States Environmental Protection Agency (USEPA). Under the CWA, the USEPA sets wastewater standards and made it unlawful to discharge pollutants from a point source to any navigable waters without obtaining a permit. Point sources include any conveyances, such as pipes and man-made drainage channels, from which pollutants may be discharged.

National Pollutant Discharge Elimination System (NPDES)

The NPDES permit program was established as part of the CWA to regulate municipal and industrial discharges to surface waters of the United States. Federal NPDES permit regulations have been established for broad categories of discharges, including point source municipal waste discharges and nonpoint-source stormwater runoff. NPDES permits generally identify effluent and receiving water limits on allowable connections and/or mass emissions of pollutants contained in the discharge; prohibitions on discharges not specifically allowed under the permit; and provisions that describe required actions by the discharger, including industrial pretreatment, pollution prevention, self-monitoring, and other activities. Wastewater discharge is regulated under the NPDES permit program for direct discharges into receiving

waters and by the National Pretreatment Program for indirect discharges to a sewage treatment plant.

State

State Water Resources Control Board In California (SWRCB)

The SWRCB is responsible for developing statewide water quality policy and exercises the powers delegated to the State by the federal government under the CWA. The Waste Discharge Requirements require public agencies that own or operate sanitary sewer systems to develop and implement Sewer System Management Plans (SSMPs) and report all SSOs to the SWRCB's online reporting system. The SWRCB has delegated authority to nine Regional WQCBs (RWQCB) to enforce these requirements within their regions.

Sanitary District Act of 1923

The Sanitary District Act of 1923 (Health and Safety Code Section 6400 et seq.) authorizes the formation of sanitation districts and enables the sanitation districts to construct, operate, and maintain facilities for the collection, treatment, and disposal of wastewater

Local

As noted earlier, the Tribe operates and maintains the sewer collection system and wastewater treatment plant (WWTP).

Stormwater

The regulatory framework for stormwater is described in detail in Item X, Hydrology and Water Quality, of this document. The regulatory requirements that solely apply to storm drain systems are repeated below

Federal

None that apply to the Project.

State

State Water Resources Control Board General Construction Permit

Construction activities that disturb one or more acres of land that could impact hydrologic resources must comply with the requirements of the SWRCB Construction General Permit (Order 2009-0009-DWQ), as amended by Order 2010-0014-DWQ and Order 2012-006-DWQ. Under the terms of the permit, applicants must file Permit Registration Documents (PRDs) with

the SWRCB prior to the start of construction. The PRDs include a notice of intent, risk assessment, site map, Storm Water Pollution Prevention Plan (SWPPP), annual fee, and a signed certification statement.

Applicants must also demonstrate conformance with applicable best management practices (BMPs) and prepare a SWPPP containing a site map that shows the construction site perimeter, existing and proposed buildings, lots, roadways, stormwater collection, and discharge points, general topography both before and after construction, and drainage patterns across the project site. The SWPPP must list BMPs that would be implemented to prevent soil erosion and discharge of other construction-related pollutants that could contaminate nearby water resources. Additionally, the SWPPP must contain a visual monitoring program, a chemical monitoring program for nonvisible pollutants if there is a failure of the BMPs, and a sediment monitoring plan if the site discharges directly to a water body listed on the 303(d) list for sediment. Some sites also currently require implementation of a Rain Event Action Plan. A new Construction General Permit is expected to be issued by the SWRCB in July 2022.

Regional/Local

None that apply to the Project.

Solid Waste

Federal

Resource Conservation and Recovery Act of 1976

The Resource Conservation and Recovery Act of 1976 (Title 40 of the Code of Federal Regulations), Part 258, contains regulations for municipal solid waste landfills and requires states to implement their own permitting programs incorporating the federal landfill criteria. The federal regulations address the location, operation, design (liners, leachate collection, run-off control, etc.), groundwater monitoring, and closure of landfills.

State

Sanitary District Act of 1923

The Sanitary District Act of 1923 (Health and Safety Code Section 6400 et seq.) authorizes the formation of sanitation districts and enforces the sanitation districts to construct, operate, and maintain facilities for the collection, treatment, and disposal of wastewater. This Act was amended in 1949 to allow the sanitation districts to also provide solid waste management and disposal services, including refuse transfer and resource recovery.

Local

As noted earlier, the Tribe operates a community solid waste transfer station where it promotes waste reduction with the recycling of glass, plastic, cardboard, office paper and newspaper and promotes proper waste disposal of various hazardous waste items that should not be deposited into landfills.

Discussion

a) Would the Project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relation of which could cause significant environmental effects?

No Impact: As noted earlier, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. As such, the Project will not require the extension of existing utility services into the Project area, including water, wastewater, stormwater drainage, electric power, and telecommunications connections.

Best management practices (BMPs), such as erosion control measures and proper waste management, will be implemented during construction-related activities to reduce potential environmental impacts. Therefore, based on the analysis and information provided herein, there would be *no impact*.

Mitigation Measures: None Required.

b) Would the Project have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years?

No Impact: As noted earlier, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. As such, the Project would not lower the aquifer's groundwater table or interfere with its recharge processes as the Project would not impact water availability or supply. Therefore, there would be *no impact* on water resources.

Mitigation Measures: None Required.

c) Would the Project result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's Projected demand in addition to the provider's existing commitments?

Less Than Significant Impact: As noted earlier, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. As noted earlier, the Tribe has its own wastewater treatment capabilities; however, the Project would not need to connect to the Tribe's current wastewater collection or treatment system. Therefore, based on the analysis and information provided herein, the impact would be *less than significant.*

Mitigation Measures: None Required.

d) Would the Project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

No Impact: As noted earlier, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. Also as noted earlier, the Tribe manages its own solid waste transfer station were they promote waste reduction with the recycling of glass, plastic, cardboard, office paper and newspaper. The Tribe also promotes proper waste disposal of various hazardous waste items that should not be deposited into landfills. It is noted that the Project would not generate any solid outside of typical construction-related waste for this type of project. Accordingly, the Project will comply with all applicable solid waste reduction statutes and regulations, including implementing recycling programs and encouraging waste reduction practices among residents. Therefore, based on the analysis and information provided herein, there would be *no impact.*

e) Would the Project comply with Federal, state, and local management and reduction statutes and regulations related to solid waste?

No Impact. As previously discussed, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. As noted earlier, the Project would not generate any solid outside of typical construction-related waste for this type of project. Any waste generated by construction-related activities would cease upon completion of the Project. As such, it is unlikely that the Project would generate waste that would not allow it to comply with Federal, state, and local management and reduction statutes and regulations related to solid waste. Therefore, based on the analysis and information provided herein, the Project would result in *no impact* to this resource.

Mitigation Measures: None Required.

Mitigation Measures: None Required.

Based on the analysis and information provided herein, *no mitigation measures are required*.

Cumulative Impact: Less Than Significant

The cumulative area includes both regional and local areas. As noted earlier, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. The Project would not impact water availability or supply; it would not impact wastewater collection or treatment; it would not impact stormwater collection or disposal; and it would not impact solid waste. As such, the Project would result in *no cumulative impact*.

XX. WILDFIRE

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☑
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose Project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☑
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☑
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☑

Environmental Setting

The Project is entirely within the Tule River Reservations. As noted earlier, the Project is predominantly surrounded by Tribal Administration, Housing Authority, Health Center, Gymnasium, School, Day Care Facility, and scattered residential uses to the north and a mix of existing public uses such as the Justice Center, Elders Center, Fire Department, Public Works Department and scattered residential uses to the south. The Project's length is located near the Village where Tribe members can access the uses noted earlier. Scattered urban-type uses as described earlier are generally adjacent to Indian Reservation Drive north of the river (where the majority of the Project will occur). The Project also includes areas along South Reservation Road south of the river (see Figure 2-3) where the proposed Project site is along a naturally formed valley of the South Fork of the Tule River (Tule River). Generally, the topography of this area is generally uneven adjacent to the river (with some areas leveled to accommodates structure), with hillsides rising east of Indian Reservation Drive. Areas within approximately 0.25 miles of the Project site include scattered residences spread within hills. Generally, the

undeveloped hillsides of the Sierra Nevada Mountains dominate the immediate surrounding areas. The entire Tule River Reservation lies within a Federal Responsibility Area; as such, it is outside of CalFire jurisdiction.

Regulatory Framework

Federal

Federal responsibility areas (FRA) include lands administered by the following Federal Agencies: The United States Department of Agriculture Forest Service, The United States Department of the Interior, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and Bureau of Land Management.

Division of Forestry and Wildland Fire Management

The Division of Forestry and Wildland Fire Management (DFWFM) oversees the National Indian Forestry and Wildland Fire Management Program which is an effort between the U.S. Department of the Interior, the Bureau of Indian Affairs, and other federal agencies and tribal governments.5 The Tule River Tribe and Reservation is a federally recognized tribe of Native Americans located on the eastern side of Tulare County. The Tule River Fire Department supports fire protection services within the Reservation. (Tule River Fire Department website at: http://fire.tulerivertribe-nsn.gov/).

The Disaster Mitigation Act of 2000 (DMA 2000)

As noted in Appendix H of the *Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan (MJ-LHMP), "*Disaster Mitigation Act of 2000, also commonly known as "The 2000 Stafford Act Amendments", constitutes an effort by the Federal government to reduce the rising cost of disasters by stressing the importance of mitigation planning and disaster preparedness prior to an event. Mitigation Planning Section 322 of the Act requires local governments to develop, submit, and update hazard mitigation plans every five years in order to qualify for Hazard Mitigation Assistance (HMA) grant program funds. The County and associated jurisdictions including the Tule River Tribe must have an approved hazard mitigation plan pursuant to §201.6 in order to receive FEMA Pre-Disaster Mitigation (PDM) project grants or to receive HMA funding." (MJ-LHMP, page H-1)

State

California Building Code (CBC)

The CBC, contained in Part 2 of Title 24 of the California Code of Regulations, identifies building design standards, including those for fire safety. Typical fire safety requirements of the CBC

include the installation of fire sprinklers in all new high-rise buildings; the establishment of fire resistance standards for fire doors, building materials, and particular types of construction; and clearance of debris and vegetation within a prescribed distance from occupied structures in wildfire hazard areas.

California Fire Code (CFC)

The CFC incorporates, by adoption, the International Fire Code of the International Code Council, with California amendments. The CFC includes provisions and standards for emergency planning and preparedness, fire service features, fire protection systems, hazardous materials, fire flow requirements, and fire hydrant locations and distribution. Typical fire safety requirements include installation of sprinklers in all high-rise buildings; the establishment of fire resistance standards for fire doors, building materials, and particular types of construction; and the clearance of debris and vegetation within a prescribed distance from occupied structures in wildfire hazard areas.

The California Disaster Assistance Act of 2006 (AB 2140)

"In October 2006, the California State Legislature passed AB 2140 – the California Disaster Assistance Act - which went into effect January 1, 2007. AB 2140 limits the state's share of funding for disaster recovery projects to 75% of the recovery costs unless a local jurisdiction has complied with the legislation by incorporating a local hazard mitigation plan as part of the safety element of the general plan, at which point up to 100% of the recovery costs may be covered by the State. By incorporating the MJLHMP by reference into the Safety Element of the General Plan, the County will be considered eligible for the increased State share of public assistance reimbursement for disaster recovery projects."(MJ-LHMP, page H-1 and H-2)." As a participant in the Tulare County MJ-LHMP, the Tule River Tribe is eligible for funding from this source.

Regional

Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan (MJ-LHMP)

The MJ-LHMP, adopted in 2018 and updated in 2023, includes hazard mitigation goals, strategies, and priorities, and provides a comprehensive assessment of the area's hazards and vulnerabilities. The MJ-LHMP is a guide to hazard mitigation throughout Tulare County and serves as a tool to help decision makers direct hazard mitigation activities and resources. In the context of the MJ-LHMP, mitigation is an action that reduces or eliminates long-term risk to people and property from hazards, including those occurring naturally and those caused by humans such as wildfire.

As noted in the MJ-LHMP, "The updated MJHMP complies with FEMA guidance and California OES guidelines for MJ-LHMPs. The update followed the requirements noted in the DMA of 2000 and FEMA 2013 Local Hazard Mitigation Planning Handbook.

This [2023] MJ-LHMP update involved a comprehensive review and update of each section of the 2018 MJ-LHMP, the integration of a detailed risk assessment and consequence analysis, and an assessment of the progress in evaluating, monitoring, and implementing the mitigation strategy outlined in the initial plan. The planning process provided an opportunity to review jurisdictional priorities related to hazard significance and mitigation actions, and revisions were made where applicable to the base plan. Another change in priority was the desire to engage the eight incorporated jurisdictions in the County, including annexes for the municipalities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, Woodlake, Tule River Tribe, and the Tulare County Office of Education. While each jurisdiction participated in pervious MJ[-L]HMP updates, representatives from multiple departments representing a Local Planning Team were engaged and involved in the development of the 2023 MJ-LHMP through multiple planning workshops and numerous one-on-one work sessions (see Chapter for more information) Only the information and data still valid from the 2018 plan was carried forward as applicable into this MJ-LHMP update. The 2018 MJ-LHMP Prerequisite section was integrated into the Executive Summary of the 2023 MJ-LHMP update. Also, given the eight municipalities and the Tule River Tribe, and the Office of Education participation, significant new hazard informant was integrated into the base plan and into each annex. The 2018 MJ-LHMP assessed 14 priority hazards, including dam failure, earthquake, flooding, landslide, and wildfire. The 2023 MJ-LHMP update assessed 11 natural, human-caused, and human health hazards, including agricultural pests and disease, aquatic invasive species (AIS), cyber threats, and dam [failure]." (MJHMP, page 2-21)

In addition to the Tule River Tribe, the MJ-LHMP notes, "In the 2023 MJ-LHMP update, the following jurisdictions participated in the planning process and will be adopting the updated plan following FEMA approval. All incorporated cities in the County participated in this planning process. The individual school districts and several special districts are new to the multi-jurisdictional planning process.

Lead Jurisdiction:	Tulare County
Municipalities:	Cities of Dinuba; Exeter; Farmersville; Lindsay; Porterville; Tulare; Visalia; and Woodlake.
Tribe:	Tule River Tribe." (see MJLHMP, pages 2-23 and 2-24)

Discussion

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

No Impact: . As noted earlier, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. The Project is not located within a state responsibility area or on land classified as very high fire hazard severity zone as defined by the Cal Fire. The entire Tule River Reservation is located within a federal hazard area. Moreover, the nature of the Project would not impair an adopted emergency response plan or emergency evacuation plan. Therefore, based on the analysis and information provided herein, there would be *no impact*.

Mitigation Measures: None Required.

b)Due to slope, prevailing winds, and other factors, would the Project exacerbate wildfire risks, and thereby expose Project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

No Impact: As noted earlier, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. result The Project is not located within a state responsibility area or on land classified as very high fire hazard severity zone as defined by the Cal Fire. The entire Tule River Reservation is located within a federal hazard area. The nature of the Project would not exacerbate wildfire risks and expose Project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of wildfire. Therefore, based on the analysis and information provided herein, there would be *no impact*.

Mitigation Measures: None Required.

c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

No Impact: As noted earlier, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. result The Project is not located within a state responsibility area or on land classified as very high fire hazard severity zone as defined by the Cal Fire. The entire Tule River Reservation is located within a federal hazard area. As such, the nature of the Project would not the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities). Therefore, based on the analysis and information provided herein, there would be *no impact*.

Mitigation Measures: None Required.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire instability, or drainage changes?

No Impact: As noted earlier, the nature of the Project can be summarized as pedestrian safety enhancements and pedestrian bridges, sidewalks, and paths that encourage active walking and cycling. result The Project is not located within a state responsibility area or on land classified as very high fire hazard severity zone as defined by the Cal Fire. The entire Tule River Reservation is located within a federal hazard area. As such, the nature of the would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire instability, or drainage changes. Therefore, based on the analysis and information provided herein, there would be *no impact*.

Mitigation Measures: None Required

Mitigation Measures: None Required.

Based on the analysis and information provided herein, *no mitigation measures are required*.

Cumulative Impact: No Impact

The cumulative area is limited to the Tule River Reservation. As noted earlier, the nature of the Project can be summarized as pedestrian safety enhancements using pedestrian bridges, sidewalks, paths, signage, etc.). As such, based on the analysis and information provided herein, cumulative wildfire-related impacts would result in *no impact*.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE

Would the Project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Does the Project have the potential substantially to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☑	☐	☐
b) Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a Project are considerable when viewed in connection with the effects of past Projects, the effects of other current Projects, and the effects of probable future Projects)?	☐	☐	☑	☐
c) Does the Project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☑	☐

Discussion

a) Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self- sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less Than Significant Impact with Mitigation Incorporated: The Initial Study found the Project could potentially significantly impact on Cultural Resources, Geology and Soils

(Paleontological Resources), and Tribal Cultural Resources. However, with the implementation of previously identified Mitigation Measures CUL-1 through and CUL-3; and GEO-1 (for paleontological resources); each respective potentially significant impacts would be reduced to a less than significant level. Accordingly, the Project would not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. No additional mitigation measures are required as impacts would be *less than significant with previously identified mitigation measures incorporated*.

b) Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a Project are considerable when viewed in connection with the effects of past Projects, the effects of other current Projects, and the effects of probable future Projects)?

Less Than Significant Impact: State CEQA Guidelines Section 15064(h) states that a lead agency shall consider whether the cumulative impact of a project is significant and whether the effects of the project are cumulatively considerable. The assessment of the significance of the cumulative effects of a project must, therefore, be conducted in connection with the effects of past projects, other current projects, and probable future projects. Due to the nature of the Project and consistency with environmental policies, incremental contributions to impacts are considered less than cumulatively considerable. The proposed Project would not contribute substantially to adverse cumulative conditions, or create any substantial indirect impacts (i.e., an increase in population could lead to an increased need for housing, an increase in traffic, air pollutants, etc.). Therefore, impacts would be *less than significant*.

c) Does the Project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

Less Than Significant Impact: The analyses of environmental issues contained in this above Initial Study indicate that the Project is not expected to have a substantial impact on human beings, either directly or indirectly. Mitigation measures have been incorporated in the Project design to reduce all potentially significant impacts to less than significant, which results in a *less than significant* impact on this checklist item.

3.6 MITIGATION MONITORING AND REPORTING PROGRAM

As required by Public Resources Code Section 21081.6, subd. (a)(1), a Mitigation Monitoring and Reporting Program (MMRP) has been prepared for the Tule River Tribe Complete Streets and Two Pedestrian Bridges Project to monitor the implementation of the mitigation measures that have been adopted for the Project. This MMRP has been created based upon the findings of the Initial Study/Mitigated Negative Declaration.

The first column of the table identifies the mitigation measure. The second column names the party responsible for carrying out the required action. The third column identifies the timing of initiating the mitigation measure. The fourth column names the party ensuring that the mitigation measure is implemented. The last column will be used by the City of Porterville (and the Tule River Tribe) to ensure that the individual mitigation measures have been monitored.

Mitigation Measure	Responsible Party for Implementation	Implementation Timing	Responsible Party for Monitoring	Verification
BIOLOGICAL RESOURCES				
Mitigation Measure 4.1a (Protocol-level Surveys). Prior to the start of bridge construction, or any other project activity in the river corridor, protocol-level rare plant surveys will be conducted within the associated work areas. The surveys will be conducted when local populations of the target species are in bloom, as determined through visits to reference populations and/or consultation with local botanists. The general blooming windows are April-May for the rose-flowered larkspur, March-May for the calico monkeyflower, and March-April for the Munz's iris	Project Applicant	Prior to ground disturbance	City of Porterville (City) and Tule River Tribe (TRT)	
Mitigation Measure BIO-4.1b (Avoidance). Any individuals or populations of the rose-flowered larkspur, calico monkeyflower, or Munz's iris found during the surveys will be avoided by project activities to the maximum extent feasible. A qualified biologist will identify an appropriate construction-free zone around populations to be avoided. Construction-free zones will be delineated on the ground with temporary construction fencing and maintained for the duration of project activities.	Project Applicant	Prior to ground disturbance	CITY/TRT	
Mitigation Measure BIO-4.1c (Salvage and Relocation). If it is not feasible to avoid some or all of any rose-flowered larkspur, calico monkeyflower, or Munz's iris individuals or populations found on site, those plants that cannot be avoided will be salvaged and relocated to alternative habitat by a qualified botanist following the provisions of a salvage, relocation, and monitoring plan. Alternative habitat must be in an area	Project Applicant	Prior to ground disturbance	CITY/TRT	

protected from herbicide application, excessive grazing, and other deleterious impacts**.**				
Monarch Butterfly				
Mitigation Measure BIO-4.2a (Milkweed Survey). Prior to the start of bridge construction, a qualified biologist will survey the associated work areas for milkweed plants. The survey will be conducted at a time of year when milkweed is readily identifiable. The objective of the survey will be to tally and map all milkweed plants that could potentially be impacted by project activities.	Project Applicant	Prior to construction	CITY/TRT	
Mitigation Measure BIO-4.2b (Construction Timing). If feasible, no milkweed plants will be removed during the period when monarchs are most likely to breed in the project vicinity, March to August.	Project Applicant	Prior to construction	CITY/TRT	
Mitigation Measure BIO-4.2c (Compensatory Mitigation). Any milkweed plants that are removed by the project will be replaced at a 3:1 ratio in accordance with a revegetation plan prepared by a qualified biologist. The planting site(s) must be in similar or higher quality habitat to the habitat that was impacted, in area(s) that will not be mowed or treated with pesticides or herbicides.	Project Applicant	If plants are removed	CITY/TRT	
Crotch's bumble bee				
Mitigation Measure BIO-4.3a (Construction Timing). If feasible, all bridge construction activities will take place between October and February, outside of the period in which Crotch's bumble bee nests are typically active.	Project Applicant	Oct-Feb. when construction occurs	CITY/TRT	
Mitigation Measure BIO-4.3b (Preconstruction Surveys). If bridge construction must occur between March and September, then a qualified biologist will conduct preconstruction surveys for the Crotch's bumble bee within the associated work areas. To maximize detection, the surveys will be conducted on warm, sunny days (65-90 degrees F) when there is low wind (less than 8 mph). The surveys will be conducted by walking meandering transects through the work areas, while visually searching for bumble bees and potential nest sites. Any bumble bees that are observed will be followed and, if possible, photographed once they alight on a plant, highlighting the following features to aid identification: •Face, including cheek length •Top of the head •Banding on the abdomen •Color pattern on the thorax At any burrows or other underground features that exhibit concentrated bumble bee activity, the surveyor will monitor activity to determine nesting status.	Project Applicant	Mar.-Sept. when construction occurs	CITY/TRT	
Mitigation Measure BIO-4.3c (Avoidance). Any suspected Crotch's bumble bee nests that are discovered during the surveys will be avoided by an appropriate setback during bridge construction activities, until the biologist determines the nest is no longer active.	Project Applicant	During construction	CITY/TRT	
Western Pond Turtle				

Mitigation Measure BIO-4.4a (Preconstruction Surveys). Within 24 hours prior to the start of bridge construction at each location, a qualified biologist will conduct a preconstruction survey for western pond turtles in the associated work area.	Project Applicant	Prior to construction	CITY/TRT	
Mitigation Measure BIO-4.4b (Relocation). The biologist will capture and relocate any turtles found within the work areas during the surveys. Turtles will be relocated to suitable alternative habitat within the river corridor, well outside of work area boundaries.	Project Applicant	Prior to construction	CITY/TRT	
Mitigation Measure BIO-4.4c (Employee Education Program). Prior to the start of bridge construction, workers will receive training on western pond turtle identification and life history and the project-specific measures required for this species' protection.	Project Applicant	Prior to construction	CITY/TRT	
Mitigation Measure BIO-4.4d (Site Inspections and Turtle Avoidance/Relocation). During bridge construction, construction staff will regularly inspect the work area for western pond turtles. At a minimum, this will include (1) checking for turtles under and around any parked vehicles or equipment prior to their operation, (2) scanning the ground for turtles while operating vehicles or equipment, and (3) checking any open trenches or other excavations for trapped turtles at the beginning and end of each work day.	Project Applicant	During construction	CITY/TRT	
Mitigation Measure BIO-4.4e (Avoidance). If any turtles are observed on site while work is occurring, work in the immediate area will cease and turtles will be allowed to leave the construction zone of their own volition, if feasible. If necessary, a qualified biologist will capture and relocate such turtles as described above under Mitigation Measure 4.1.4b.	Project Applicant	During construction	CITY/TRT	
Northern California Legless Lizard				
Mitigation Measure BIO-4.5a (Preconstruction Surveys). Within 24 hours prior to the start of bridge construction at each location, a qualified biologist will conduct a preconstruction survey for northern California legless lizard in the associated work area. The survey will entail visually searching all terrestrial habitats of the work areas and will include gently raking leaf litter and turning over rocks, logs, and other features that could serve as refugia for individuals of this species.	Project Applicant	Prior to construction	CITY/TRT	
Mitigation Measure BIO-4.5b (Relocation). The biologist will capture and relocate any legless lizards found within the work areas during the surveys. Lizards will be relocated to suitable alternative habitat within the river corridor, outside of work area boundaries.	Project Applicant	Prior to construction	CITY/TRT	
Nest Birds and Raptors				
Mitigation Measure BIO-4.6a (Construction Timing). If feasible, the project will be constructed between September 1 and January 31, outside of the avian nesting season.	Project Applicant	Sept.-Mar. when construction occurs	CITY/TRT	
Mitigation Measure BIO-4.6b (Preconstruction Surveys). If construction is to occur between February 1 and August 31, a qualified biologist will conduct pre-construction surveys for active bird nests within 10 days prior to the start of any work within this period. The survey area will encompass the work		Feb 1.-Aug 31. when construction occurs	CITY/TRT	

area(s) and surrounding lands within 500 feet for nesting raptors and 250 feet for other nesting birds.				
Mitigation Measure BIO-4.6c (Avoidance of Active Nests). Should any active nests be discovered in or near proposed construction zones, the biologist will identify a suitable construction-free buffer around the nest. The buffer distance will be determined based on species biology, site-specific conditions, and the level of project-related disturbance that is anticipated near the nest(s) in question. Buffers will be identified on the ground with flagging or fencing and will be maintained until the biologist has determined that the young have fledged and are capable of foraging independently.	Project Applicant	Prior to construction	CITY/TRT	
Tree roosting bats including Pallid Bat				
Mitigation Measure BIO-4.7a (Construction Timing). If feasible, project-related tree removal will occur outside of the period between April 15 and September 30. This is the time frame within which colony-roosting bats in the vicinity generally assemble, give birth, nurse their young, and ultimately disperse.	Project Applicant	Apr. 15-Sept. 30 Prior to construction	CITY/TRT	
Mitigation Measure BIO-4.7b (Pre-construction Surveys). Within 10 days prior to the removal of any mature trees, a qualified biologist will survey these features for roosting bats. The biologist will look for individuals, guano, and staining, and will listen for bat vocalizations. If necessary, the biologist will wait for nighttime emergence of bats from roost sites.	Project Applicant	Prior to construction	CITY/TRT	
Mitigation Measure BIO-4.7c (Avoidance of Maternity Roosts). Should any active maternity bat roosts be discovered, the biologist will identify a suitable construction-free buffer around the roost(s). The buffer will be identified on the ground with flagging or fencing, and will be maintained until the biologist has determined that the nursery is no longer active.	Project Applicant	Prior to and during construction	CITY/TRT	
Mitigation Measure BIO-*4.7d* (Humane Eviction of Non-breeding Bats). If a non-breeding bat colony is found, the individuals will be humanely evicted, under the direction of a qualified biologist, to ensure that bats are not physically harmed by tree removal.	Project Applicant	Prior to and during construction	CITY/TRT	
Sensitive Natural Communities				
Mitigation Measure BIO-4.8a (Tree Survey). Prior to project construction, a qualified biologist will survey all portions of the river corridor that are proposed for direct impact. All trees and shrubs within these areas will be identified to species and mapped, and their diameter at breast height (DBH) will be recorded. At the end of construction, a qualified biologist will repeat the survey to quantify the tree and shrub removal that occurred.	Project Applicant	Prior to construction	CITY/TRT	
Mitigation Measure BIO-4.8b (Replacement Plantings). Replacement plantings will be provided as compensation for removal of any riparian trees or shrubs with a DBH of 4 inches or greater. Plantings will be installed at a ratio of 3:1 for impacted trees/shrubs with a DBH between 4 and 24 inches, and at a ratio of 10:1 for impacted trees with a DBH greater than 24 inches. All plantings will be monitored annually for a	Project Applicant	Prior to or during construction	CITY/TRT	

minimum of five years. A revegetation plan will be prepared for the project that will detail the methods for planting, irrigating, and maintaining the replacement trees and shrubs.				
CULTURAL RESOURCES/TRIBAL CULTURAL				
Mitigation Measure CUL-1 Cultural Resources Awareness Training: Before ground-disturbing activities, a qualified archaeologist shall conduct Cultural Resources Awareness Training for all construction personnel. The training shall include examples of potential cultural materials, reporting protocols, penalties for unauthorized disturbance, and procedures for immediate notification of the archaeologist. Attendance shall be documented on a sign-in sheet retained by the contractor and provided to the Tule River Indian Reservation and Tulare County upon completion of construction..	Project Applicant	Ongoing During Construction	Tule River Tribe (TRT)/City of Porterville (City)	
Mitigation Measure CUL-2 Inadvertent Discovery of Archaeological Resources: Ground-disturbing activities shall be located at least 100 feet (30 meters) from known archaeological resources. If resources are discovered, work within 100 feet (30 meters) of the find shall halt immediately, and the area shall be protected from further disturbance. The archaeologist, in consultation with a Native American representative, shall evaluate the find for significance and recommend treatment consistent with CEQA Guidelines Section 15126.4(b)(3)(C). Avoidance shall be the preferred mitigation; if avoidance is infeasible, data recovery or other appropriate treatment may be implemented. Construction shall resume only after approval by the qualified archaeologist.	Project Applicant	Ongoing During Construction	TRT/City	
MM CUL-3: Inadvertent Discovery of Human Remains: If human remains are encountered during construction, all work in the vicinity shall cease. The Tulare County Coroner shall be notified immediately. If the remains are determined to be Native American, the NAHC shall be notified in accordance with PRC Section 5097.98, and a Most Likely Descendant shall be identified. The County and the descendant shall confer to determine appropriate treatment and disposition of the remains. Construction shall not resume until approved by the County and the qualified archaeologist.	Project Applicant	Ongoing During Construction	TRT/City	
Mitigation Measure GEO-1 (Paleontological resources): If a suspected unique paleontological resource were to be discovered during construction of the Project, the following protocol shall be implemented: • The City of Porterville (City) and Tule River Tribal Representatives (Tribe) shall be notified of the discovery. Work shall cease around the find until a qualified paleontologist meeting the Society of Vertebrate Paleontology standards has evaluated the find in accordance with federal, state, and local guidelines. The applicant shall choose the qualified paleontologist subject to the approval of the City and Tribe. If the find is determined to be a unique resource, such measures may include avoidance, preservation in place, data recovery	Project Applicant	Ongoing During Construction	TRT/City	

and associated documentation, or other appropriate measures. Construction activity may continue unimpeded in other portions of the Project Site. The City and Tribe shall determine the appropriate and feasible measure(s) that will be necessary to mitigate impacts, in consideration of the measure(s) recommended by the paleontologist. Construction in the affected area shall re-commence with the approval of the City and Tribe.				
Mitigation Measure HYD-1: Prior to the issuance of any construction/grading permit and/or the commencement of any clearing, grading, or excavation, the Applicant shall submit a Notice of Intent (NOI) for discharge from the Project Site to the California State Water Resources Control Board's Storm Water Permit Unit and submit a copy of this NOI to the City/Tribe. The City/Tribe shall review the noticing documentation prior to approval of the grading permit and City monitoring staff shall inspect the Project Site during construction for compliance.	Project Applicant	Pre-Construction	City	
Mitigation Measure HYD-2: The Applicant shall require the building contractor to prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) to the City 45 days prior to the start of work for approval. The contractor is responsible for understanding the State General Permit and instituting the SWPPP during construction. A SWPPP for site construction shall be developed prior to the initiation of grading and implemented for all construction activity on the Project Site in excess of one (1) acre, or where the area of disturbance is less than one acre but is part of the Project's plan of development that in total disturbs one or more acres. The SWPPP shall identify potential pollutant sources that may affect the quality of discharges to stormwater and shall include specific Best Management Practices (BMPs) to control the discharge of material from the site. The following BMPs methods shall include, but would not be limited to: • Dust control measures to ensure success of all on-site activities to control fugitive dust; • A routine monitoring plan to ensure success of all on-site erosion and sedimentation control measures; • Provisional detention basins, straw bales, erosion control blankets, mulching, silt fencing, sand bagging, and soil stabilizers shall be used; • Soil stockpiles and graded slopes shal be covered after two weeks of inactivity and 24 hours prior to and during extreme weather conditions; and, • BMPs shall be strictly followed to prevent spills and discharges of pollutants on-site, such as material storage, trash disposal, construction entrances, etc.	Project Applicant	Pre-Construction	City	
Reserved				

3.7 Supporting Information and Sources

California Air Resources Board website accessed at: https://arb.ca.gov/adam/trends/trends1.php.

California Department of Conservation (DOC), Mining Division at: https://www.arcgis.com/apps/mapviewer/index.html?url=https://gis.conservation.ca.gov/server/rest/services/MOL/MOLMines/MapServer&source=sd)

California Department of Conservation (DOC) *Farmland Mapping and Monitoring Program* (must query the website to receive information)

California Department of Conservation. CA Geological Survey https://maps.conservation.ca.gov/cgs/informationwarehouse/eqzapp/#data_s=id%3AdataSource_4-191d8e6d993-layer-25%3A5083120)

California Department of Forestry and Fire Protection (CalFire) Fire Hazard Severity Zones map at: https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones)

California Department of Toxic Substances Control's (DTSC's) at: https://www.google.com/maps/@36.0332328,-118.8449611,13z?hl=en-US&entry=ttu&g_ep=EgoyMDI1MDYxNy4wIKXMDSoASAFQAw%3D%3D)

California Energy Commission (CEC's) 2022 Total System Electric Generation summary (accessed at: https://www.energy.ca.gov/data-reports/energy-almanac/california-electricity-data/2022-total-system-electric-generation

California Governor's Office of Planning and Research (OPR) Technical Advisory on Evaluating Transportation Impacts in CEQA (December 28, 2018), pages 14 and 18, at: https://lci.ca.gov/docs/20180416-743_Technical_Advisory_4.16.18.pdf

Caltrans District 6 funded "Recommendation to Improve Pedestrian Safety on the Tule River Indian Reservation" (Sept. 2015) Safe Transportation Research & Education Center (SafeTREC) prepared by Tony Dang, Jaime Fearer, Wendy Alfsen, California Walks; Jill Cooper, UC Berkeley SafeTREC accessed at: https://safetrec.berkeley.edu/sites/default/files/tule-river-cpst-recommendations_final.pdf

California Transportation Commission, "Active Transportation Program," MULTIMODAL SYSTEM ENHANCEMENTS, ACTIVE TRANSPORTATION SYSTEM (BICYCLING AND WALKING), page 63 at: http://www.catc.ca.gov/programs/ATP.htm.

California Transportation Plan (CTP) 2050. Tribal Nations; pages 34 and 35; accessed at: https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/ctp-2050-v3-a11y.pdf

County of Tulare. Tulare County General Plan 2030 Update Background Report, pages 8-6 and 8-7 at: https://generalplan.co.tulare.ca.us/documents/GeneralPlan2010/Appendix%20B%20-%20Background%20Report.pdf)

County of Tulare. Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan (MJ-LHMP) at: 2023-Tulare-County-Multi-Jurisdictional-Local-Hazard-Mitigation-Plan--Annexes.pdf

County of Tulare. Sequoia Gateway Commerce and Business Park Specific Plan DEIR (SCH No. 2015081056, page. 3.5-3. Prepared by Bert Verrips Environmental Consulting. September 2018, accessed at: https://tularecounty.ca.gov/rma/projects/planning-projects/applicant-projects/sequoia-gateway-commerce-park/); Certified and adopted by the Tulare County Board of Supervisors December 4, 2018. Resolution No. 2018-0938.

Eastern Tule Groundwater Sustainability Plan (ETGSA) Section 2.4.4 Tribal Lands within Plan Area at: https://drive.google.com/file/d/1Oit9kye2D8Hvp2LBQsVQaITor7Pttdwv/view,

GeoScienceWorld Research Article April 1, 2013; page 193 by John Wakabayashi which can be accessed at: https://pubs.geoscienceworld.org/gsa/geosphere/article/9/2/191/132574/paleochannels-stream-incision-erosion-topographic).

Tulare County Association of Governments (TCAG) 2018 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) at: https://tularecog.org/tcag/planning/rtp/rtp-20181/

Tulare County Association of Governments (TCAG) 2022 RTP/SCS, pages D-29-30 at: https://tularecog.org/tcag/planning/rtp/rtp-2022/chapter-d-action-element/

Tule River Indian Reservation ATP Plan https://tularecog.org/tcag/planning/active-transportation-planning/tule-river-indian-reservation-atp-plan/

Tulare County Association of Governments (TCAG). Active Transportation Planning. Final Report Sustainable Transportation/Circulation Element for the Tule River Comprehensive Master Plan (STCETRMP), page 16, which can be accessed at: https://drive.google.com/file/d/1eHI1QA21_cb2Bgs_WoDP9VeHoVVUX11w/view

Tule River Tribe Fire Department at: https://tulerivertribe-nsn.gov/departments/fire-deparment/.

Tule River Department of Safety, Tule River Tribal Police at: https://tulerivertribe-nsn.gov/dps-2/.

Tule River Department of Safety, TRTPD Community Service Officer Division at: https://tulerivertribe-nsn.gov/dps-2/

Tule River Tribe Environmental Department at: https://tulerivertribe-nsn.gov/enviromental/

Tule River Tribe Public Works Department at: https://tulerivertribe-nsn.gov/departments/publicworks/

Tule River Tribe, Towanits School at: https://tulerivertribe-nsn.gov/towanits/

Tule River Tribe TRTC July 2025 News Vol. 06 Newsletter. page https://tulerivertribe-nsn.gov/news/#

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U.S. Census Bureau (2023), *American Community Survey 5-year estimates* at: https://censusreporter.org/profiles/25200US4300R-tule-river-reservation/)

U.S. Federal Emergency Management Agency (FEMA) Federal Insurance Rate Map (FIRM) of Tule River Indian Reservation, 065066; 06107C1695E6 6/16/2009 at: https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879

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U.S. Energy Information Administration at: https://www.eia.gov/state/print.php?sid=CA),

U.S. EPA 1990 Clean Air Act Amendment Summary at: https://www.epa.gov/clean-air-act-overview/1990-clean-air-act-amendment-summary

U.S. Department of Transportation (U.S. DOT) Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) standards, sign design details and supporting graphics (accessed at: https://mutcd.fhwa.dot.gov/index.htm)

City of Porterville
291 N Main Street
Porterville, CA 93257

SECTION 4: List of Preparers
Project Title:
Tule River Tribe Complete Streets and Two Pedestrian Bridges Project

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Lead Agency

City of Porterville

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Appendix A

HRA and CalEEMod Report

Technical Report

Health Risk Assessment
For California Environmental Quality Act (CEQA)

Project Name:

Tule Active Transportation Plan Phase I
Tule River Reservation, near Porterville, Tulare County, California

Prepared for:

4Creeks, Inc.
Visalia, CA

Author:

Core Environmental Consulting
Clovis, CA

Lead Agency:

City of Porterville

Date of Preparation:

March 2026



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1 Executive Summary

This technical report has been prepared to summarize the background, methodology, and results of a Health Risk Assessment (HRA) for the Tule River Active Transportation Program (ATP) Phase I Project (Project). The HRA evaluates the potential significance of impacts to nearby sensitive receptors from Toxic Air Contaminant (TAC) emissions generated during Project construction. The Project does not include new operational sources of TAC; therefore, this assessment focuses exclusively on construction-related diesel particulate matter (DPM).

The Project consists of pedestrian, bicycle, and safety improvements along the Reservation Road corridor within the Tule River Reservation, including the Village Corridor Crossing improvements, construction of a new pedestrian bridge, and replacement of the existing swinging pedestrian bridge. All improvements are conceptual and based on the best available planning-level materials provided by 4Creeks.

The Project is subject to the California Environmental Quality Act (CEQA), with the City of Porterville serving as the Lead Agency. This HRA was prepared to support the Initial Study and permitting.

The San Joaquin Valley Air Pollution Control District (SJVAPCD) is responsible for developing and enforcing air quality regulations within the San Joaquin Valley Air Basin (SJVAB), where the Project is located. Under CEQA, SJVAPCD serves as a Responsible Agency for projects requiring air quality review and provides guidance for evaluating TAC emissions and health risk. SJVAPCD's *Guidance for Assessing and Mitigating Air Quality Impacts* (GAMAQI)[1] outlines the framework for determining whether a project would expose sensitive receptors to substantial pollutant concentrations.

This HRA was prepared in accordance with the Office of Environmental Health Hazard Assessment (OEHHA) *Guidance Manual for Preparation of Health Risk Assessments*[2], SJVAPCD Policy *APR 1906 – Framework for Performing Health Risk Assessments and Guidance for Air Dispersion Modeling*[3], and the SJVAPCD GAMAQI. Construction DPM emissions were modeled using the U.S. EPA American Meteorological Society/EPA Regulatory Model (AERMOD), and health risks were calculated using the California Air Resources Board (CARB) Hotspots Analysis and Reporting Program (HARP2) Air Dispersion Modeling and Risk Tool (ADMRT).

The maximum residential cancer risk from construction-related diesel particulate matter emissions is below the SJVAPCD significance threshold of 20 in one million. Therefore, construction of the Project would not expose sensitive receptors to substantial pollutant concentrations, and construction TAC impacts would be ***less than significant***.

An Ambient Air Quality Analysis (AAQA) screening was also performed. The Project is not subject to SJVAPCD Rule 9510 (Indirect Source Review) and is thus exempt from further AAQA. No localized exceedances of National or California Ambient Air Quality Standards are expected and related impacts ***would be less than significant***.

[1] (San Joaquin Valley Air Pollution Control District, 2015)
[2] (Office of Environmental Health Hazard Asssessment, 2015)
[3] (San Joaquin Valley Air Pollution Control District, 2020)

Brief summaries of construction air quality and greenhouse gas (GHG) emissions are included for informational purposes. These sections provide quantified emissions results but do not include the broader regulatory background, setting, or full significance determinations that would be part of a standalone AQ/GHG technical study.

2 Project Description

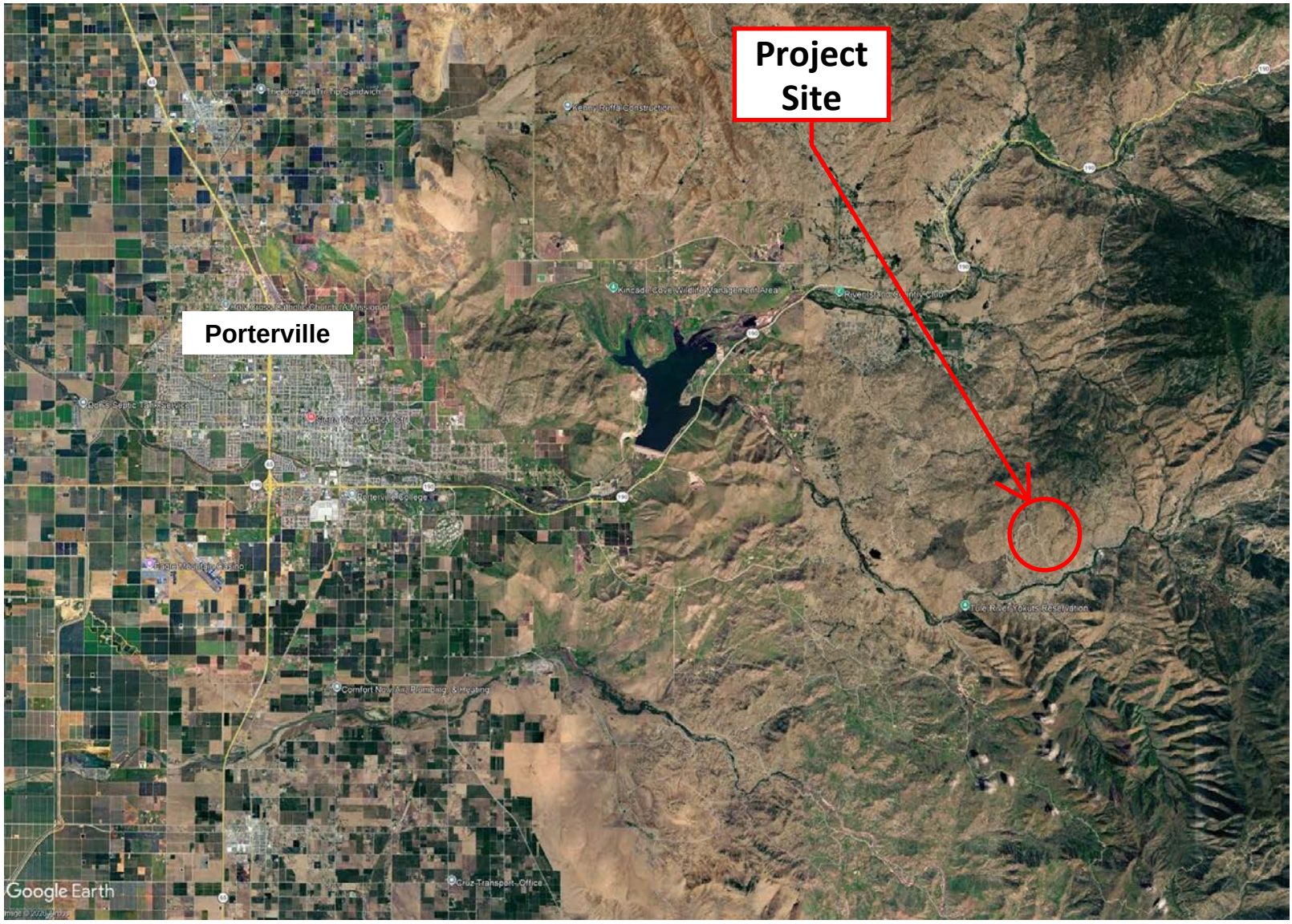
The Tule River Active Transportation Program (ATP) Phase I Project ("Project") consists of pedestrian, bicycle, and safety improvements along the Reservation Road corridor within the Tule River Reservation. The Project includes three primary components: (1) Village Corridor Crossing improvements along North Reservation Road, (2) construction of a new pedestrian bridge connecting Cow Mountain Road to the Justice Center, and (3) replacement of the existing swinging pedestrian bridge over the Tule River.

The Village Corridor Crossing component includes a Class I shared-use path, approximately 3,765 square feet of new sidewalk, seven accessible curb ramps, two streetlights, eight solar-powered Rectangular Rapid Flashing Beacons (RRFBs) at four locations, two raised pedestrian crossings, reconfiguration of back-in angled parking, landscaping and irrigation, signing, pavement delineation, and associated site improvements.

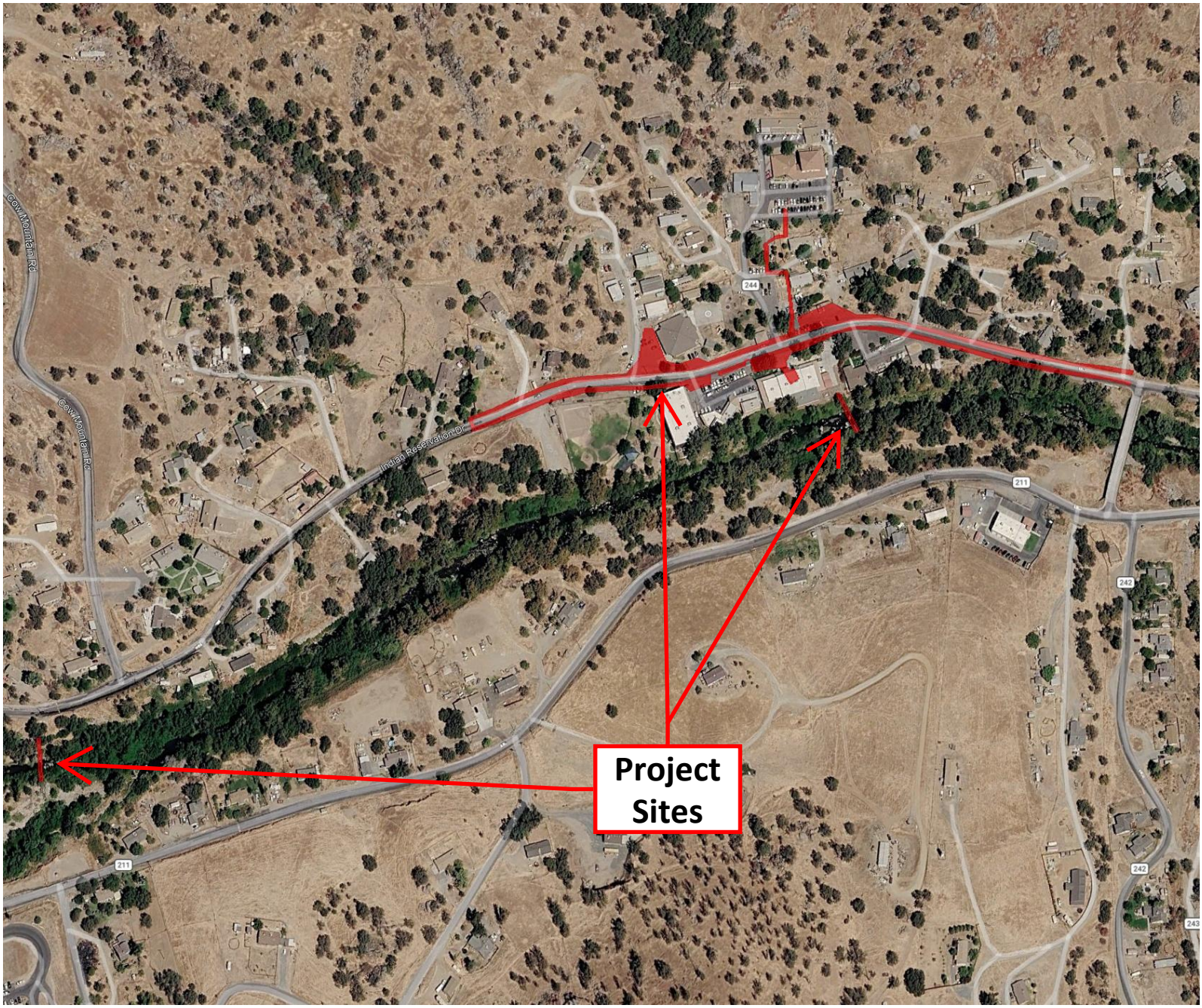
The new pedestrian bridge component includes construction of a new pedestrian bridge spanning the Tule River, with associated approach pathways, grading, and construction access. The swinging bridge replacement component includes removal of the existing pedestrian bridge and construction of a new bridge in the same general location, with associated approach improvements.

All improvements are conceptual and based on the best available planning-level materials provided by 4Creeks, including the ATP Tule River Phase I figures. The Project does not include new operational sources of toxic air contaminants (TAC). Therefore, this technical report evaluates construction-only TAC emissions and associated health risk.

For conservative modeling, construction was assumed to begin June 1, 2026 and continue for the default schedule predicted by the California Emissions Estimator Model (CalEEMod) analysis.
A Vicinity Map and Approximate Construction Footprints are provided as Figures 1 and 2, respectively.



CORE ENVIRONMENTAL CONSULTING Core Environmental Consulting Clovis, CA 93612 (559) 202-3941	PROJECT NAME **Tule ATP Phase 1**	DATE **3/12/26**	SCALE **NOT TO SCALE**	**FIGURE 1** **VICINITY MAP**
	PROJECT NUMBER **24017**	DRAWN BY **JM**	LAT/LONG **36.026552, -118.798181**	



CORE ENVIRONMENTAL CONSULTING Core Environmental Consulting Clovis, CA 93612 (559) 202-3941	PROJECT NAME **Tule ATP Phase 1**	DATE **3/12/26**	SCALE **NOT TO SCALE**	**FIGURE 2** **CONSTRUCTION FOOTPRINTS**
	PROJECT NUMBER **24017**	DRAWN BY **JM**	LAT/LONG **36.026552, -118.798181**	

3 Health Risk Assessment Setting

3.1 San Joaquin Valley Air Pollution Control District

The Project is located in the San Joaquin Valley Air Basin (SJVAB), which consists of eight counties: Fresno, Kern (western and central), Kings, Madera, Merced, San Joaquin, Stanislaus, and Tulare. Air pollution in the SJVAB can be attributed to both human-related (anthropogenic) and natural (biogenic) activities that produce emissions.

Area and stationary sources within SJVAB are under the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). An overview of important air pollutants, and SJVPACD roles in controlling them, is provided in the SJVAPCD *Guidance for Assessing and Mitigating Air Quality Impacts*[4] (GAMAQI), along with in-depth discussions on the meteorology and geography that contribute to unhealthy levels of air pollution. This HRA focuses on Toxic Air Contaminants (TAC).

Toxic Air Contaminants (TAC), as defined by the California Health & Safety Code (CH&SC) §44321, are listed in Appendices AI and AII in AB 2588 Air Toxic "Hot Spots" and Assessment Act's Emissions Inventory Criteria and Guideline Regulation document. Potential health impacts from TACs are generally categorized into two groups: carcinogenic (cancer causing) effects and non-carcinogenic (non-cancer-causing) effects.

The non-carcinogenic effects can be further divided into long-term (chronic) health effects such as birth defects, neurological damage, or genetic damage; and short- term (acute) effects such as eye irritation, respiratory irritation, and nausea. The California TAC list identifies about 700 plus pollutants. Carcinogenic and/or non-carcinogenic toxicity criteria have been established for a subset of these pollutants by OEHHA, as required by CH&SC §44360. TACs used in determining the potential exposure to the public should not be confused with the 189 Hazardous Air Pollutants (HAP) listed in the Clean Air Act.

SJVAPCD oversees the assessment of health risk associated with TAC emissions from new development in the SJVAB. SJVAPCD lays out a basic framework for understanding and assessing health risk, under CEQA, in the GAMAQI.

The location of a development project is a major factor in determining whether the project will result in localized air quality impacts. The potential for adverse air quality impacts increases as the distance between the source of emissions and receptors decreases. Receptors include sensitive receptors and worker receptors. Sensitive receptors refer to those segments of the population most susceptible to poor air quality (i.e., children, the elderly, and those with pre-existing serious health problems affected by air quality). Land uses where sensitive individuals are most likely to spend time include schools and schoolyards, parks and playgrounds, daycare centers, nursing homes, hospitals, and residential communities (these sensitive land uses may also be referred to as sensitive receptors). Worker receptors refer to employees and locations where people work. Impacts on sensitive receptors are of particular concern, because they are the people most vulnerable to the effects of air pollution.

[4] (San Joaquin Valley Air Pollution Control District, 2015)

From a health risk perspective there are two types of land use projects that have the potential to cause long-term public health risk impacts:

Type A Projects: Land use projects that will place new toxic sources in the vicinity of existing receptors.

Type B Projects: Land use projects that will place new receptors in the vicinity of existing toxics sources.

Projects of either type must be assessed to determine whether the resulting health risk to sensitive receptors would exceed SJVAPCD established thresholds of significance for carcinogenic, non-carcinogenic acute, and non-carcinogenic chronic risk.

The OEHHA *Risk Assessment Guidelines* are the standards for estimating health risks. OEHHA is responsible for developing and providing toxicological and medical information relevant to decisions involving public health to state and local government agencies. Historically, state laws have required OEHHA to develop Risk Assessment Guidelines for estimating health risk associated with various sources of air pollution. Furthermore, the Children's Environmental Health Protection Act (SB 25, Escutia, 1999) requires OEHHA to biennially review risk assessment methods for air toxics, and related information, to ensure that they adequately protect infants and children.

The SJVAPCD risk management policy works in conjunction with the OEHHA *Risk Assessment Guidelines*. The SJVAPCD risk management policy further clarifies and provides guidance on the appropriate options to use, such as a longer exposure period and more conservative air dispersion modeling.

SJVAPCD staff members are considered leading statewide experts in the field of health risk assessment and have developed significant resources from guidance documents to database tools to assist other agencies, consultants, and regulated sources. Therefore, the SJVAPCD concludes that use of its risk management policy and the OEHHA *Risk Assessment Guidelines* is appropriate in determining significance within the environmental review process.

3.2 Diesel Particulate Matter (DPM)

Construction activities associated with the Project would generate emissions of diesel particulate matter (DPM) from the use of off-road diesel-fueled equipment and on-road diesel trucks. DPM has been identified as a toxic air contaminant by the California Air Resources Board (CARB) based on its potential to contribute to both carcinogenic and non-carcinogenic health effects. OEHHA has evaluated numerous human epidemiological studies on diesel exhaust exposure, with long-term occupational studies showing increased relative risks of lung cancer among exposed populations. These studies support a causal relationship between long-term diesel exhaust exposure and cancer risk.

In addition to carcinogenic effects, long-term non-cancer health effects have been associated with chronic exposure to diesel exhaust, including increased incidence of cough, phlegm, and chronic bronchitis, as well as reductions in pulmonary function. Short-term exposures have been linked to acute respiratory symptoms such as cough, wheezing, chest tightness, and eye and nasal irritation. These findings underscore the importance of evaluating potential exposures to DPM during construction activities, particularly for nearby sensitive receptors.

Because the Project does not include any operational sources of toxic air contaminants—such as gasoline dispensing, diesel fueling, industrial processes, or stationary equipment—construction DPM is the **only** TAC source evaluated in this Health Risk Assessment. Accordingly, this HRA focuses on estimating potential cancer and non-cancer risks associated with short-term construction emissions of DPM, consistent with OEHHA and SJVAPCD guidance.

3.3 Ambient Air Quality

The SJVAPCD Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI) provides the framework for evaluating potential air quality impacts under CEQA. The GAMAQI includes detailed discussions of regional meteorology, geography, and pollutant sources within the San Joaquin Valley Air Basin (SJVAB), as well as the regulatory context for criteria pollutants. This technical report provides only a brief overview of ambient air quality considerations relevant to the Project; the reader is referred to the GAMAQI for additional background.

The United States Environmental Protection Agency (USEPA) has established National Ambient Air Quality Standards (NAAQS) for six criteria pollutants, and the California Air Resources Board (CARB) has established California Ambient Air Quality Standards (CAAQS) for these and several additional pollutants. Under SJVAPCD guidance, projects must be evaluated for their potential to cause or contribute to localized exceedances of these standards.

SJVAPCD requires an Ambient Air Quality Analysis (AAQA) when project-related on-site emissions of any criteria pollutant exceed the District's 100-pound-per-day screening threshold after implementation of all enforceable mitigation measures. An AAQA uses air dispersion modeling to determine whether project emissions would cause or contribute to a violation of the applicable AAQS. For this Project, maximum daily construction emissions were compared to the 100-pound-per-day screening threshold to determine whether a full AAQA is required.

4 Thresholds of Significance

4.1 HRA Thresholds

This HRA focuses on answering the following question from the Air Quality section of Appendix G in the *CEQA Guidelines*[5]:

3. Would the Project expose sensitive receptors to substantial pollutant concentrations?

The *CEQA Guidelines* state that, where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make a significance determination.

SJVAPCD has established the following thresholds of significance for risk exposure to TAC:

Table 1 SJVPACD Thresholds of Significance – Toxic Air Contaminants

CARCINOGENS	Maximally Exposed Individual risk equals or exceeds 20 in one million
NON CARCINOGENS	**Acute**: Hazard Index equals or exceeds 1 for the Maximally Exposed Individual
	Chronic: Hazard Index equals or exceeds 1 for the Maximally Exposed Individual
Source: (San Joaquin Valley Air Pollution Control District, 2015)	

Therefore, if the calculated risk exposure from Project TAC emissions is below the SJVAPCD thresholds of significance, it can be concluded that the Project would not expose sensitive receptors to substantial pollutant concentrations and this impact would be considered less than significant under CEQA.

4.2 Ambient Air Quality Thresholds

The thresholds of significance for ambient air quality are based on the NAAQS and CAAQS. A project would be considered to have a significant impact if its emissions are predicted to cause or contribute to a violation of an ambient air quality standard by creating a localized exceedance of any of the CAAQS or any of the NAAQS and if available the associated Significant Impact Level (SIL).

The SJVAPCD Rule 9510 (Indirect Source Review) applicability thresholds, which are far more conservative than the criteria pollutant significance thresholds or the AAQA applicability threshold, can be used to screen out development projects subject to CEQA. Projects below ISR applicability thresholds (i.e., “small projects”) would be expected to not violate any air quality standards or contribute substantially to an existing or projected air quality violation and will not exceed the thresholds of significance for ambient air quality. In this case, SJVAPCD concludes no emission calculation is needed and no ambient air quality analysis is required. For projects equal to or above the applicability

[5] (Association of Environmental Professionals, 2025)

thresholds, the District recommends that emissions from the project be quantified to determine if an AAQA is needed.

If maximum daily onsite emissions of all criteria pollutants, during construction and operation, are below 100 pounds per day, then the Project would not cause a localized exceedance of NAAQS or CAAQS, no further AAQA is required, and the associated impact would be less than significant.

5 Methodology

5.1 HRA Methodology

The potential health risks associated with toxic air contaminant (TAC) emissions from the Project were evaluated in accordance with the Office of Environmental Health Hazard Assessment (OEHHA) *Guidance Manual for Preparation of Health Risk Assessments* (2015)[6], the San Joaquin Valley Air Pollution Control District (SJVAPCD) Policy APR 1906 – *Framework for Performing Health Risk Assessments and Guidance for Air Dispersion Modeling*[7], and the SJVAPCD *Guidance for Assessing and Mitigating Air Quality Impacts* (GAMAQI)[8]. These documents provide the regulatory framework for identifying TAC sources, estimating emissions, modeling dispersion, and calculating cancer and non-cancer health risks.

Because the Project does not include any operational sources of TAC, construction diesel particulate matter (DPM) is the only TAC source requiring quantitative evaluation. DPM is the particulate component of diesel exhaust and has been identified as a TAC by the California Air Resources Board (CARB) based on its carcinogenic and non-carcinogenic health effects. Long-term epidemiological studies have demonstrated increased lung cancer risks among populations with chronic occupational exposure to diesel exhaust, and both acute and chronic respiratory symptoms have been associated with short-term exposures. Construction-related DPM emissions were therefore included in the quantitative analysis described below.

Other potential TAC sources were evaluated and determined not to be present. The Project does not include gasoline dispensing, charbroilers, industrial equipment, diesel fueling, or any other stationary or area sources that would generate TAC emissions requiring quantitative HRA modeling under SJVAPCD guidance. Construction activities are the only source of TAC emissions, and all diesel particulate matter (DPM) associated with construction equipment and construction-related truck activity is captured within the CalEEMod construction emissions. The Project would not generate any new operational diesel demand, new vehicle trips, or any other operational TAC-emitting activities. Accordingly, construction DPM is the only TAC source requiring quantitative evaluation in this HRA.

Accordingly, the HRA focuses exclusively on quantifying potential cancer and non-cancer risks associated with construction DPM emissions. The analysis consisted of the following steps:

1. **Estimated TAC Emissions.** Construction emissions were estimated using the latest version of the California Emissions Estimator Model (CalEEMod). Results are provided in Appendix A. SJVAPCD considers exhaust particulate matter 10 microns and smaller (PM_{10} exhaust) to be a reasonable surrogate for DPM. The maximum (worst-year) annual DPM emissions were used for subsequent modeling. Project-specific construction details were based on the best available information provided by 4Creeks. Where project-specific information was not available, CalEEMod default assumptions were used.

[6] (Office of Environmental Health Hazard Asssessment, 2015)
[7] (San Joaquin Valley Air Pollution Control District, 2020)
[8] (San Joaquin Valley Air Pollution Control District, 2015)

Because construction activities occur across three distinct project areas, total annual DPM emissions from the single CalEEMod run were allocated proportionately to each area based on relative disturbance acreage for use in HARP2 ADMRT. Allocation calculations are provided in Appendix B.

2. **Modeled Air Dispersion.** The U.S. Environmental Protection Agency (U.S. EPA) American Meteorological Society/EPA Regulatory Model (AERMOD) was used to model annual average downwind concentrations of DPM at nearby receptors. A normalized emission rate of one gram per second was applied to the construction area source, and meteorological data were obtained from SJVAPCD. Terrain was incorporated using AERMOD's WebGIS preprocessing tool. The construction footprints were modeled as an area source based on the Project disturbance limits (see **Figure 2**). Receptors were placed at the nearest residential and worker locations surrounding the Project site. Consistent with OEHHA and SJVAPCD guidance, indoor worker receptors within the construction zone were excluded because they are regulated under OSHA and are not considered sensitive receptors for CEQA purposes.

3. **Calculated Risk.** Normalized downwind concentrations from AERMOD were imported into the CARB Hotspots Analysis and Reporting Program (HARP2) Air Dispersion Modeling and Risk Tool (ADMRT). These concentrations were combined with the estimated DPM emissions to calculate ground-level TAC concentrations at each receptor. Cancer risk and chronic hazard index (HI) were calculated for all receptors using OEHHA-recommended exposure pathways and SJVAPCD-recommended conservative parameters. OEHHA has not established acute or 8-hour chronic Reference Exposure Levels (RELs) for DPM; therefore, acute and 8-hour chronic HI values were not calculated. Because construction DPM is the only TAC source associated with the Project, no operational TAC risks were calculated. Total Project risk is therefore equal to construction risk.

SJVAPCD recommendations were followed throughout both the AERMOD and HARP2 ADMRT analyses. Results are provided in Appendix B, along with receptor maps. Modeling files will be made available to reviewing agencies upon request.

5.2 AAQA Methodology

The SJVAPCD Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI) outlines a stepwise process for determining whether a project requires a full Ambient Air Quality Analysis (AAQA). The first step is to determine whether the project is subject to SJVAPCD Rule 9510 (Indirect Source Review, ISR). If a project is exempt from ISR, it proceeds directly to the AAQA screening step, which evaluates maximum daily onsite emissions against the District's 100-pound-per-day screening threshold.

Rule 9510 applicability was evaluated based on the definitions, applicability criteria, and exemptions provided in Sections 2.0 through 4.0 of the rule. Rule 9510 Section 2.4 establishes that transportation or transit development projects are subject to ISR only if construction exhaust emissions equal or exceed 2.0 tons of NOx or 2.0 tons of PM10. Based on the construction emissions modeling, total construction exhaust emissions of NOx and PM10 are below the Rule 9510 applicability thresholds (for transportation projects) of 2.0 tons each. These results confirm that the Project does not meet the applicability criteria in Rule 9510 Section 2.4.

Rule 9510 Section 3.13 defines a development project as one that results in the construction of a new building, facility, or structure, or the reconstruction of such structures for the purpose of increasing capacity or activity. The Project does not include buildings, facilities, or structures as defined in the rule, nor does it increase the capacity or activity of any existing facility. As such, the Project does not meet the definition of a development project subject to ISR.

Rule 9510 Section 3.18 defines an indirect source as a facility or installation that attracts or generates mobile-source activity resulting in emissions of pollutants for which there is a state ambient standard. The Project does not generate new vehicle demand or attract new mobile-source activity; rather, it provides safety and accessibility improvements for existing pedestrian and bicycle travel. No new operational vehicle trips or diesel demand would be generated by the Project. Therefore, the Project does not constitute an indirect source under Rule 9510.

Rule 9510 Section 4.4.2 provides an exemption for transportation development projects that consist solely of modifications to existing roads subject to District Rule 8061 and that are not intended to increase single-occupancy vehicle capacity. The Project consists of pedestrian and bicycle safety improvements, sidewalk infill, curb ramps, and related active transportation elements. These improvements do not increase roadway capacity, do not induce additional vehicle trips, and do not modify the roadway in a manner that would increase single-occupancy vehicle throughput. Therefore, the Project meets the exemption criteria in Section 4.4.2.1.

Based on these considerations, the Project is exempt from SJVAPCD Rule 9510. Because the Project is exempt from ISR, the AAQA process concludes at this step. The subsequent AAQA steps—maximum daily onsite screening against the 100-pound-per-day threshold, onsite plus one-quarter-mile mobile-source adjustments, air dispersion modeling, and localized concentration analysis—are not required for this Project.

6 Potential Impacts

6.1 Health Risk Assessment Impacts

The Health Risk Assessment (HRA) evaluated toxic air contaminant (TAC) emissions associated with Project construction. As described in the HRA Methodology, construction diesel particulate matter (DPM) is the only TAC source associated with the Project. The Project does not include any operational TAC sources, such as gasoline dispensing, diesel fueling, industrial equipment, charbroilers, or other stationary or mobile TAC-emitting activities. No new operational diesel demand or vehicle trips would occur.

Construction activities would generate DPM emissions from off-road diesel-fueled equipment and on-road diesel vehicles. Construction DPM emissions were estimated using CalEEMod and modeled as area sources covering the Project disturbance limits. SJVAPCD considers PM_{10} exhaust to be a reasonable surrogate for DPM, and the maximum (worst-year) annual emissions were used in the HARP2 ADMRT risk calculations.

The highest modeled cancer risk occurs at Receptor 15, a residence located adjacent to the northern side of the central portion of Project 1. Results are presented in the table below.

Table 2 Construction HRA Results Compared to SJVAPCD Thresholds of Significance

RISK[1]	CARCINOGEN (risk in one million)	CHRONIC HAZARD INDEX	ACUTE HAZARD INDEX
Construction Health Risk	14.6	0.016	N/A[1]
Thresholds of Significance	20	1	1
Exceeds Threshold?	***NO***	***NO***	***NO***

[1]No Acute HI was calculated for Construction DPM acute because OEHHA has not established REL.

Construction health risks would be below SJVAPCD thresholds of significance. Therefore, the Project would not expose sensitive receptors to substantial pollutant concentrations, and TAC impacts would be ***less than significant***.

6.2 Ambient Air Quality (AAQA) Impacts

As described in the AAQA Methodology, the Project is exempt from SJVAPCD Rule 9510 (Indirect Source Review). Because the Project is exempt from ISR, the AAQA process concludes at this step and no further AAQA evaluation is required.

The subsequent AAQA steps—maximum daily onsite screening against the 100-pound-per-day threshold, onsite plus one-quarter-mile mobile-source adjustments, air dispersion modeling, and localized concentration analysis—are not required for this Project.

Because the Project is exempt from SJVAPCD Rule 9510, no further AAQA evaluation is required. The Project would not result in localized exceedances of the NAAQS or CAAQS, and AAQA impacts would be ***less than significant***.

6.3 Criteria Pollutant Emissions

This section provides a brief summary of construction and operational criteria pollutant emissions for informational purposes only. These emissions are limited to basic CalEEMod outputs.

Construction and operational criteria pollutant emissions were estimated using CalEEMod, as described in Section 5 Methodology. Construction emissions reflect standard equipment and schedules for active transportation projects. Operational emissions would consist of minor lighting electricity use and occasional maintenance trips, resulting in negligible operational emission levels. Combined construction and operational emissions are presented in the table below.

Table 3 Criteria Pollutant Emissions Compared to SJVAPCD Thresholds of Significance (tons per year)

CONSTRUCTION	CO	NOx	ROG	SOx	PM_{10}	$PM_{2.5}$
Construction Emissions (mitigated, worst year)	0.8	0.7	0.8	0.002	0.05	0.03
SJVAPCD Threshold of Significance	100	10	10	27	15	15
Exceeds Threshold?	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**
OPERATION	**CO**	**NOx**	**ROG**	**SOx**	**PM_{10}**	**$PM_{2.5}$**
Operational Emissions	0.0	0.0	0.002	0.0	0.0	0.0
SJVAPCD Threshold of Significance	100	10	10	27	15	15
Exceeds Threshold?	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**

CO = carbon monoxide
NOx = oxides of nitrogen
ROG = reactive organic gases
SO_x = oxides of sulfur; sulfur dioxide (SO_2) is the primary constituent and essentially equivalent
PM_{10} = particulate matter with an aerodynamic diameter less than 10 microns
$PM_{2.5}$ = particulate matter with an aerodynamic diameter less than 2.5 microns

Construction and operational criteria pollutant emissions are provided for informational purposes only and do not constitute a full Air Quality analysis. No CEQA significance determination is provided within this HRA for criteria pollutant emissions.

6.4 Greenhouse Gas Emissions

This section provides a brief summary of construction and operational greenhouse gas (GHG) emissions for informational purposes only. These emissions are limited to basic CalEEMod outputs.

Construction GHG emissions were estimated using CalEEMod, as described in Section 5 Methodology. Operational GHG emissions would consist of minor lighting electricity use and occasional maintenance trips, resulting in negligible operational GHG emission levels. Combined construction and operational GHG emissions are presented in Table 4.

Table 4 Project Greenhouse Gas Emissions (metric tons per year)

CONSTRUCTION	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Construction Emissions (worst year)	---	132	132	0.005	0.001	0.001	133
OPERATION[1]	**BCO2**	**NBCO2**	**CO2T**	**CH4**	**N2O**	**R**	**CO2e**
Operational Emissions	0.0	0.0	0.0	0.0	0.0	0.0	0.0

BCO2 = biogenic carbon dioxide
NBCO2 = non-biogenic (anthropogenic) carbon dioxide
CO2T = total carbon dioxide
CH4 = methane
N2O = nitrous oxide
R = refrigerants
CO2e = carbon dioxide equivalents (total)

[1]Operational emissions would be negligible for this type of facility and are conservatively represented as zero in CalEEMod.

GHG emissions are provided for informational purposes only. The Project would not generate substantial long-term GHG emissions. No CEQA significance determination is provided within this HRA for GHG emissions.

6.5 Mitigation and Project Commitments

Mitigation Measures

No mitigation measures are required.

Project Commitments (Not CEQA Mitigation)

- Compliance with all applicable SJVAPCD rules and regulations
- Compliance with all applicable construction best management practices
- Obtaining any required SJVAPCD permits prior to operation of equipment or activities subject to District permitting

7 References

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Appendix A. CalEEMod Results

Prepared by Core Environmental Consulting:

Jesse Madsen, Owner, Principal Scientist
Clovis, CA

March 2026

Tule ATP Phase 1 HRA Detailed Report

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1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	Tule ATP Phase 1 HRA
Construction Start Date	6/1/2026
Operational Year	2026
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	2.10000
Precipitation (days)	25.6000
Location	36.026552, -118.798181
County	Tulare
City	Unincorporated
Air District	San Joaquin Valley APCD
Air Basin	San Joaquin Valley
TAZ	2772
EDFZ	9
Electric Utility	Southern California Edison
Gas Utility	Southern California Gas
App Version	2022.1.1.41

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Other Non-Asphalt Surfaces	72.4400	1000sqft	1.66299	0.00000	0.00000	0.00000	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	2.15229	2.12848	12.9746	15.1652	0.02393	0.57894	7.13699	7.71593	0.53263	3.43749	3.97011	—	2,567.77	2,567.77	0.10577	0.02346	0.26278	2,577.67
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.21973	1.01475	8.56875	9.95599	0.01942	0.29272	0.00000	0.29272	0.26930	0.00000	0.26930	—	1,800.96	1,800.96	0.07305	0.01461	0.00000	1,807.14
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.54160	0.45185	3.86431	4.47769	0.00835	0.13779	0.11641	0.25420	0.12677	0.05504	0.18181	—	799.696	799.696	0.03258	0.00667	0.00759	802.504
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.09884	0.08246	0.70524	0.81718	0.00152	0.02515	0.02124	0.04639	0.02314	0.01004	0.03318	—	132.399	132.399	0.00539	0.00110	0.00126	132.864

2.2. Construction Emissions by Year

2.2.1. Total Construction Emissions by Year, Unmitigated

Includes both onsite and offsite emissions.

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	1.74838	1.47495	12.9746	15.1652	0.02393	0.57894	7.13699	7.71593	0.53263	3.43749	3.97011	—	2,567.77	2,567.77	0.10577	0.02346	0.26278	2,577.67
2027	2.15229	2.12848	8.25338	9.90715	0.01942	0.26132	0.06800	0.26132	0.24041	0.01594	0.24041	—	1,800.91	1,800.91	0.07305	0.01461	0.23820	1,807.09
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	1.21973	1.01475	8.56875	9.95599	0.01942	0.29272	0.00000	0.29272	0.26930	0.00000	0.26930	—	1,800.96	1,800.96	0.07305	0.01461	0.00000	1,807.14
2027	1.16707	0.97105	8.25338	9.90715	0.01942	0.26132	0.00000	0.26132	0.24041	0.00000	0.24041	—	1,800.91	1,800.91	0.07305	0.01461	0.00000	1,807.09
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	0.54160	0.45185	3.86431	4.47769	0.00835	0.13779	0.11641	0.25420	0.12677	0.05504	0.18181	—	799.696	799.696	0.03258	0.00667	0.00759	802.504
2027	0.31515	0.27173	1.83741	2.25555	0.00430	0.05884	0.00183	0.06067	0.05413	0.00043	0.05456	—	402.693	402.693	0.01639	0.00334	0.00282	404.101
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	0.09884	0.08246	0.70524	0.81718	0.00152	0.02515	0.02124	0.04639	0.02314	0.01004	0.03318	—	132.399	132.399	0.00539	0.00110	0.00126	132.864
2027	0.05752	0.04959	0.33533	0.41164	0.00078	0.01074	0.00033	0.01107	0.00988	0.00008	0.00996	—	66.6704	66.6704	0.00271	0.00055	0.00047	66.9035

2.2.2. Onsite Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	1.69573	1.42488	12.9413	14.6164	0.02393	0.57894	7.08259	7.66153	0.53263	3.42474	3.95736	—	2,493.95	2,493.95	0.10117	0.02023	0.00000	2,502.51
2027	2.15229	2.12848	8.25338	9.90715	0.01942	0.26132	0.00000	0.26132	0.24041	0.00000	0.24041	—	1,800.91	1,800.91	0.07305	0.01461	0.00000	1,807.09
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	1.21973	1.01475	8.56875	9.95599	0.01942	0.29272	0.00000	0.29272	0.26930	0.00000	0.26930	—	1,800.96	1,800.96	0.07305	0.01461	0.00000	1,807.14
2027	1.16707	0.97105	8.25338	9.90715	0.01942	0.26132	0.00000	0.26132	0.24041	0.00000	0.24041	—	1,800.91	1,800.91	0.07305	0.01461	0.00000	1,807.09

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	0.53767	0.44813	3.86177	4.44798	0.00835	0.13779	0.11194	0.24973	0.12677	0.05399	0.18076	—	795.165	795.165	0.03226	0.00645	0.00000	797.894
2027	0.31368	0.27035	1.83644	2.24435	0.00430	0.05884	0.00000	0.05884	0.05413	0.00000	0.05413	—	400.874	400.874	0.01626	0.00325	0.00000	402.249
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	0.09812	0.08178	0.70477	0.81176	0.00152	0.02515	0.02043	0.04558	0.02314	0.00985	0.03299	—	131.649	131.649	0.00534	0.00107	0.00000	132.101
2027	0.05725	0.04934	0.33515	0.40959	0.00078	0.01074	0.00000	0.01074	0.00988	0.00000	0.00988	—	66.3692	66.3692	0.00269	0.00054	0.00000	66.5970

2.2.3. Offsite Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	0.06581	0.06258	0.03326	0.54881	0.00000	0.00000	0.06800	0.06800	0.00000	0.01594	0.01594	—	73.8264	73.8264	0.00460	0.00322	0.26278	75.1651
2027	0.06167	0.05660	0.03059	0.50475	0.00000	0.00000	0.06800	0.06800	0.00000	0.01594	0.01594	—	72.3157	72.3157	0.00433	0.00322	0.23820	73.6229
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
2027	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	0.00394	0.00372	0.00254	0.02971	0.00000	0.00000	0.00447	0.00447	0.00000	0.00105	0.00105	—	4.53010	4.53010	0.00033	0.00022	0.00759	4.61007
2027	0.00147	0.00138	0.00097	0.01121	0.00000	0.00000	0.00183	0.00183	0.00000	0.00043	0.00043	—	1.81907	1.81907	0.00013	0.00009	0.00282	1.85136
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	0.00072	0.00068	0.00046	0.00542	0.00000	0.00000	0.00082	0.00082	0.00000	0.00019	0.00019	—	0.75001	0.75001	0.00005	0.00004	0.00126	0.76325
2027	0.00027	0.00025	0.00018	0.00204	0.00000	0.00000	0.00033	0.00033	0.00000	0.00008	0.00008	—	0.30117	0.30117	0.00002	0.00001	0.00047	0.30651

2.3. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.01122	0.01122	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.01122	0.01122	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.01122	0.01122	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.00205	0.00205	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

2.4. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Area	0.01122	0.01122	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	—	0.00000	—	0.00000	0.00000	0.00000	0.00000	—	0.00000
Energy	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	—	0.00000	—	0.00000	0.00000	0.00000	0.00000	—	0.00000
Water	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000
Total	0.01122	0.01122	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Area	0.01122	0.01122	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	—	0.00000	—	0.00000	0.00000	0.00000	0.00000	—	0.00000
Water	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000
Total	0.01122	0.01122	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Area	0.01122	0.01122	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	—	0.00000	—	0.00000	0.00000	0.00000	0.00000	—	0.00000
Energy	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	—	0.00000	—	0.00000	0.00000	0.00000	0.00000	—	0.00000
Water	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000
Total	0.01122	0.01122	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Area	0.00205	0.00205	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	—	0.00000	—	0.00000	0.00000	0.00000	0.00000	—	0.00000
Energy	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	—	0.00000	—	0.00000	0.00000	0.00000	0.00000	—	0.00000
Water	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000
Total	0.00205	0.00205	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3. Construction Emissions Details

3.1. Demolition (2026)

3.1.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.65937	1.39140	12.9413	14.6164	0.02393	0.50831	—	0.50831	0.46764	—	0.46764	—	2,493.95	2,493.95	0.10117	0.02023	—	2,502.51
Demolition	—	—	—	—	—	—	0.00000	0.00000	—	0.00000	0.00000	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.09092	0.07624	0.70911	0.80090	0.00131	0.02785	—	0.02785	0.02562	—	0.02562	—	136.655	136.655	0.00554	0.00111	—	137.124
Demolition	—	—	—	—	—	—	0.00000	0.00000	—	0.00000	0.00000	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01659	0.01391	0.12941	0.14616	0.00024	0.00508	—	0.00508	0.00468	—	0.00468	—	22.6247	22.6247	0.00092	0.00018	—	22.7024
Demolition	—	—	—	—	—	—	0.00000	0.00000	—	0.00000	0.00000	—	—	—	—	—	—	—

Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.1.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06581	0.06258	0.03326	0.54881	0.00000	0.00000	0.06800	0.06800	0.00000	0.01594	0.01594	—	73.8264	73.8264	0.00460	0.00322	0.26278	75.1651
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00323	0.00305	0.00209	0.02435	0.00000	0.00000	0.00366	0.00366	0.00000	0.00086	0.00086	—	3.71320	3.71320	0.00027	0.00018	0.00622	3.77875
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00059	0.00056	0.00038	0.00444	0.00000	0.00000	0.00067	0.00067	0.00000	0.00016	0.00016	—	0.61476	0.61476	0.00004	0.00003	0.00103	0.62562
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.2. Site Preparation (2026)

3.2.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.46980	1.23504	11.0389	11.7202	0.01906	0.50687	—	0.50687	0.46633	—	0.46633	—	2,064.92	2,064.92	0.08376	0.01675	—	2,072.01
Dust From Material Movement	—	—	—	—	—	—	6.26354	6.26354	—	3.00380	3.00380	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.00805	0.00677	0.06049	0.06422	0.00010	0.00278	—	0.00278	0.00256	—	0.00256	—	11.3146	11.3146	0.00046	0.00009	—	11.3535
Dust From Material Movement	—	—	—	—	—	—	0.03432	0.03432	—	0.01646	0.01646	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.00147	0.00124	0.01104	0.01172	0.00002	0.00051	—	0.00051	0.00047	—	0.00047	—	1.87327	1.87327	0.00008	0.00002	—	1.87970
Dust From Material Movement	—	—	—	—	—	—	0.00626	0.00626	—	0.00300	0.00300	—	—	—	—	—	—	—

Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.2.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03948	0.03755	0.01996	0.32929	0.00000	0.00000	0.04080	0.04080	0.00000	0.00956	0.00956	—	44.2958	44.2958	0.00276	0.00193	0.15767	45.0990
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00019	0.00018	0.00013	0.00146	0.00000	0.00000	0.00022	0.00022	0.00000	0.00005	0.00005	—	0.22279	0.22279	0.00002	0.00001	0.00037	0.22672
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00004	0.00003	0.00002	0.00027	0.00000	0.00000	0.00004	0.00004	0.00000	0.00001	0.00001	—	0.03689	0.03689	< 0.000005	< 0.000005	0.00006	0.03754
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.3. Grading (2026)

3.3.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.69573	1.42488	12.8567	14.0337	0.02266	0.57894	—	0.57894	0.53263	—	0.53263	—	2,455.05	2,455.05	0.09959	0.01992	—	2,463.47
Dust From Material Movement	—	—	—	—	—	—	7.08259	7.08259	—	3.42474	3.42474	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01858	0.01562	0.14090	0.15379	0.00025	0.00634	—	0.00634	0.00584	—	0.00584	—	26.9046	26.9046	0.00109	0.00022	—	26.9970
Dust From Material Movement	—	—	—	—	—	—	0.07762	0.07762	—	0.03753	0.03753	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.00339	0.00285	0.02571	0.02807	0.00005	0.00116	—	0.00116	0.00107	—	0.00107	—	4.45437	4.45437	0.00018	0.00004	—	4.46966
Dust From Material Movement	—	—	—	—	—	—	0.01417	0.01417	—	0.00685	0.00685	—	—	—	—	—	—	—

Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.3.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05265	0.05007	0.02661	0.43905	0.00000	0.00000	0.05440	0.05440	0.00000	0.01275	0.01275	—	59.0611	59.0611	0.00368	0.00258	0.21022	60.1320
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00052	0.00049	0.00033	0.00390	0.00000	0.00000	0.00059	0.00059	0.00000	0.00014	0.00014	—	0.59411	0.59411	0.00004	0.00003	0.00099	0.60460
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00009	0.00009	0.00006	0.00071	0.00000	0.00000	0.00011	0.00011	0.00000	0.00003	0.00003	—	0.09836	0.09836	0.00001	< 0.000005	0.00016	0.10010
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.4. Building Construction (2026)

3.4.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.21973	1.01475	8.56875	9.95599	0.01942	0.29272	—	0.29272	0.26930	—	0.26930	—	1,800.96	1,800.96	0.07305	0.01461	—	1,807.14
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.21973	1.01475	8.56875	9.95599	0.01942	0.29272	—	0.29272	0.26930	—	0.26930	—	1,800.96	1,800.96	0.07305	0.01461	—	1,807.14
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.42010	0.34950	2.95127	3.42907	0.00669	0.10082	—	0.10082	0.09275	—	0.09275	—	620.291	620.291	0.02516	0.00503	—	622.420
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.07667	0.06378	0.53861	0.62581	0.00122	0.01840	—	0.01840	0.01693	—	0.01693	—	102.696	102.696	0.00417	0.00083	—	103.049
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.4.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.5. Building Construction (2027)

3.5.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Roa Equipment	1.16707	0.97105	8.25338	9.90715	0.01942	0.26132	—	0.26132	0.24041	—	0.24041	—	1,800.91	1,800.91	0.07305	0.01461	—	1,807.09
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Roa d Equipm ent	1.16707	0.97105	8.25338	9.90715	0.01942	0.26132	—	0.26132	0.24041	—	0.24041	—	1,800.91	1,800.91	0.07305	0.01461	—	1,807.09
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Roa d Equipm ent	0.23981	0.19953	1.69590	2.03572	0.00399	0.05370	—	0.05370	0.04940	—	0.04940	—	370.050	370.050	0.01501	0.00300	—	371.320
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Roa d Equipm ent	0.04377	0.03641	0.30950	0.37152	0.00073	0.00980	—	0.00980	0.00902	—	0.00902	—	61.2661	61.2661	0.00249	0.00050	—	61.4763
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.5.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.6. Paving (2027)

3.6.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.54404	0.45646	4.29849	6.48965	0.00940	0.16865	—	0.16865	0.15516	—	0.15516	—	991.534	991.534	0.04022	0.00804	—	994.937

Paving	0.00000	0.00000	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01491	0.01251	0.11777	0.17780	0.00026	0.00462	—	0.00462	0.00425	—	0.00425	—	27.1653	27.1653	0.00110	0.00022	—	27.2585
Paving	0.00000	0.00000	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.00272	0.00228	0.02149	0.03245	0.00005	0.00084	—	0.00084	0.00078	—	0.00078	—	4.49753	4.49753	0.00018	0.00004	—	4.51296
Paving	0.00000	0.00000	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.6.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06167	0.05660	0.03059	0.50475	0.00000	0.00000	0.06800	0.06800	0.00000	0.01594	0.01594	—	72.3157	72.3157	0.00433	0.00322	0.23820	73.6229
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00147	0.00138	0.00097	0.01121	0.00000	0.00000	0.00183	0.00183	0.00000	0.00043	0.00043	—	1.81907	1.81907	0.00013	0.00009	0.00282	1.85136
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00027	0.00025	0.00018	0.00204	0.00000	0.00000	0.00033	0.00033	0.00000	0.00008	0.00008	—	0.30117	0.30117	0.00002	0.00001	0.00047	0.30651
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.7. Architectural Coating (2027)

3.7.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.13715	0.11335	0.83116	1.12539	0.00173	0.01905	—	0.01905	0.01752	—	0.01752	—	133.513	133.513	0.00542	0.00108	—	133.971
Architectural Coatings	2.01514	2.01514	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.00376	0.00311	0.02277	0.03083	0.00005	0.00052	—	0.00052	0.00048	—	0.00048	—	3.65788	3.65788	0.00015	0.00003	—	3.67044
Architectural Coatings	0.05521	0.05521	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.00069	0.00057	0.00416	0.00563	0.00001	0.00010	—	0.00010	0.00009	—	0.00009	—	0.60560	0.60560	0.00002	< 0.000005	—	0.60768
Architectural Coatings	0.01008	0.01008	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.7.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Total	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Other Non-Asphalt Surfaces	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Total	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Total	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	—	0.00000
Total	—	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	—	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	—	0.00000
Total	—	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	—	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	—	0.00000

Total	—	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	—	0.00000

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	—	0.00000	—	0.00000	0.00000	0.00000	0.00000	—	0.00000
Total	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	—	0.00000	—	0.00000	0.00000	0.00000	0.00000	—	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	—	0.00000	—	0.00000	0.00000	0.00000	0.00000	—	0.00000
Total	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	—	0.00000	—	0.00000	0.00000	0.00000	0.00000	—	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	—	0.00000	—	0.00000	0.00000	0.00000	0.00000	—	0.00000
Total	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	—	0.00000	—	0.00000	0.00000	0.00000	0.00000	—	0.00000

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	0.00570	0.00570	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.00552	0.00552	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	—	0.00000	—	0.00000	0.00000	0.00000	0.00000	—	0.00000
Total	0.01122	0.01122	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	—	0.00000	—	0.00000	0.00000	0.00000	0.00000	—	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	0.00570	0.00570	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.00552	0.00552	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	0.01122	0.01122	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	0.00104	0.00104	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.00101	0.00101	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Landscape	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	—	0.00000	—	0.00000	0.00000	0.00000	0.00000	—	0.00000
Total	0.00205	0.00205	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	—	0.00000	—	0.00000	0.00000	0.00000	0.00000	—	0.00000

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000
Total	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000
Total	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000
Total	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000
Total	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000
Total	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000
Total	—	—	—	—	—	—	—	—	—	—	—	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.7. Offroad Emissions By Equipment Type

4.7.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.9. User Defined Emissions By Equipment Type

4.9.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Demolition	Demolition	6/1/2026	6/29/2026	5.00000	20.0000	—
Site Preparation	Site Preparation	6/30/2026	7/2/2026	5.00000	2.00000	—
Grading	Grading	7/3/2026	7/8/2026	5.00000	4.00000	—
Building Construction	Building Construction	7/9/2026	4/15/2027	5.00000	200.000	—
Paving	Paving	4/16/2027	4/30/2027	5.00000	10.00000	—
Architectural Coating	Architectural Coating	5/1/2027	5/15/2027	5.00000	10.00000	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Demolition	Concrete/Industrial Saws	Diesel	Average	1.000000	8.00000	33.0000	0.73000
Demolition	Rubber Tired Dozers	Diesel	Average	1.000000	8.00000	367.000	0.40000
Demolition	Tractors/Loaders/Backhoes	Diesel	Average	3.00000	8.00000	84.0000	0.37000
Site Preparation	Graders	Diesel	Average	1.000000	8.00000	148.000	0.41000
Site Preparation	Rubber Tired Dozers	Diesel	Average	1.000000	7.00000	367.000	0.40000
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Average	1.000000	8.00000	84.0000	0.37000
Grading	Graders	Diesel	Average	1.000000	8.00000	148.000	0.41000
Grading	Rubber Tired Dozers	Diesel	Average	1.000000	8.00000	367.000	0.40000

Grading	Tractors/Loaders/Back	Diesel	Average	2.00000	7.00000	84.0000	0.37000
Building Construction	Cranes	Diesel	Average	1.000000	6.00000	367.000	0.29000
Building Construction	Forklifts	Diesel	Average	1.000000	6.00000	82.0000	0.20000
Building Construction	Generator Sets	Diesel	Average	1.000000	8.00000	14.0000	0.74000
Building Construction	Tractors/Loaders/Back hoes	Diesel	Average	1.000000	6.00000	84.0000	0.37000
Building Construction	Welders	Diesel	Average	3.00000	8.00000	46.0000	0.45000
Paving	Cement and Mortar Mixers	Diesel	Average	1.000000	6.00000	10.00000	0.56000
Paving	Pavers	Diesel	Average	1.000000	6.00000	81.0000	0.42000
Paving	Paving Equipment	Diesel	Average	1.000000	8.00000	89.0000	0.36000
Paving	Rollers	Diesel	Average	1.000000	7.00000	36.0000	0.38000
Paving	Tractors/Loaders/Back hoes	Diesel	Average	1.000000	8.00000	84.0000	0.37000
Architectural Coating	Air Compressors	Diesel	Average	1.000000	6.00000	37.0000	0.48000

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Demolition	Worker	12.5000	7.70000	LDA,LDT1,LDT2
Demolition	Vendor	—	6.80000	HHDT,MHDT
Demolition	Hauling	0.00000	20.0000	HHDT
Demolition	Onsite truck	—	—	HHDT
Site Preparation	Worker	7.50000	7.70000	LDA,LDT1,LDT2
Site Preparation	Vendor	—	6.80000	HHDT,MHDT
Site Preparation	Hauling	0.00000	20.0000	HHDT
Site Preparation	Onsite truck	—	—	HHDT
Grading	Worker	10.00000	7.70000	LDA,LDT1,LDT2

Grading	Vendor	—	6.80000	HHDT,MHDT
Grading	Hauling	0.00000	20.0000	HHDT
Grading	Onsite truck	—	—	HHDT
Building Construction	Worker	0.00000	7.70000	LDA,LDT1,LDT2
Building Construction	Vendor	0.00000	6.80000	HHDT,MHDT
Building Construction	Hauling	0.00000	20.0000	HHDT
Building Construction	Onsite truck	—	—	HHDT
Paving	Worker	12.5000	7.70000	LDA,LDT1,LDT2
Paving	Vendor	—	6.80000	HHDT,MHDT
Paving	Hauling	0.00000	20.0000	HHDT
Paving	Onsite truck	—	—	HHDT
Architectural Coating	Worker	0.00000	7.70000	LDA,LDT1,LDT2
Architectural Coating	Vendor	—	6.80000	HHDT,MHDT
Architectural Coating	Hauling	0.00000	20.0000	HHDT
Architectural Coating	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	0.00000	0.00000	0.00000	0.00000	4,346.40

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Demolition	0.00000	0.00000	0.00000	—	0.00000
Site Preparation	—	—	1.87500	0.00000	0.00000
Grading	—	—	4.00000	0.00000	0.00000
Paving	0.00000	0.00000	0.00000	0.00000	1.66299

5.6.2. Construction Earthmoving Control Strategies

Non-applicable. No control strategies activated by user.

5.7. Construction Paving

Phase Name	Land Use	Area Paved (acres)	% Asphalt
Paving	Other Non-Asphalt Surfaces	1.66299	0%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2026	0.00000	531.983	0.03300	0.00400
2027	0.00000	531.983	0.03300	0.00400

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Other Non-Asphalt Surfaces	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

5.10. Operational Area Sources

5.10.1. Hearths

Land Use	Hearth Type	Unmitigated (number)	Mitigated (number)
Other Non-Asphalt Surfaces	Wood Fireplaces	0	0
Other Non-Asphalt Surfaces	Gas Fireplaces	0	0
Other Non-Asphalt Surfaces	Propane Fireplaces	0	0
Other Non-Asphalt Surfaces	Electric Fireplaces	0	0
Other Non-Asphalt Surfaces	No Fireplaces	0	0
Other Non-Asphalt Surfaces	Conventional Wood Stoves	0	0
Other Non-Asphalt Surfaces	Catalytic Wood Stoves	0	0
Other Non-Asphalt Surfaces	Non-Catalytic Wood Stoves	0	0
Other Non-Asphalt Surfaces	Pellet Wood Stoves	0	0

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
0.00000	0.00000	0.00000	0.00000	4,346.40

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00000
Summer Days	day/yr	180.000

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)

Other Non-Asphalt Surfaces	0.00000	346.196	0.0330	0.0040	0.00000

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Other Non-Asphalt Surfaces	0.00000	0.00000

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Other Non-Asphalt Surfaces	0.00000	0.00000

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

5.16.2. Process Boilers

5.17. User Defined

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	35.1300	annual days of extreme heat
Extreme Precipitation	9.30000	annual days with precipitation above 20 mm
Sea Level Rise	—	meters of inundation depth
Wildfire	30.2800	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters
Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	5	0	0	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	0	0	0	N/A
Drought	0	0	0	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	0	0	0	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	5	1	1	4
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A

Wildfire	N/A	N/A	N/A	N/A
Flooding	1	1	1	2
Drought	1	1	1	2
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	1	1	1	2

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	84.6546
AQ-PM	4.34350
AQ-DPM	0.67206
Drinking Water	99.8501
Lead Risk Housing	34.1399
Pesticides	46.6552
Toxic Releases	8.00200
Traffic	0.23750
Effect Indicators	—
CleanUp Sites	0.00000
Groundwater	50.2739

Haz Waste Facilities/Generators	16.6380
Impaired Water Bodies	43.7841
Solid Waste	96.9072
Sensitive Population	—
Asthma	25.3490
Cardio-vascular	53.0284
Low Birth Weights	74.2238
Socioeconomic Factor Indicators	—
Education	38.1296
Housing	53.1179
Linguistic	6.26607
Poverty	71.2186
Unemployment	84.9818

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—
Above Poverty	52.81663031
Employed	24.97112794
Median HI	40.99833184
Education	—
Bachelor's or higher	32.95264981
High school enrollment	100
Preschool enrollment	76.50455537
Transportation	—
Auto Access	82.44578468
Active commuting	14.75683306

Social	—
2-parent households	9.611189529
Voting	91.6976774
Neighborhood	—
Alcohol availability	90.94058771
Park access	10.83023226
Retail density	0.20531246
Supermarket access	21.76312075
Tree canopy	93.16052868
Housing	—
Homeownership	78.53201591
Housing habitability	88.37418196
Low-inc homeowner severe housing cost burden	55.70383678
Low-inc renter severe housing cost burden	88.41267804
Uncrowded housing	78.31387142
Health Outcomes	—
Insured adults	56.82022328
Arthritis	0.0
Asthma ER Admissions	76.5
High Blood Pressure	0.0
Cancer (excluding skin)	0.0
Asthma	0.0
Coronary Heart Disease	0.0
Chronic Obstructive Pulmonary Disease	0.0
Diagnosed Diabetes	0.0
Life Expectancy at Birth	30.0
Cognitively Disabled	36.6
Physically Disabled	7.8

Heart Attack ER Admissions	54.8
Mental Health Not Good	0.0
Chronic Kidney Disease	0.0
Obesity	0.0
Pedestrian Injuries	46.1
Physical Health Not Good	0.0
Stroke	0.0
Health Risk Behaviors	—
Binge Drinking	0.0
Current Smoker	0.0
No Leisure Time for Physical Activity	0.0
Climate Change Exposures	—
Wildfire Risk	6.5
SLR Inundation Area	0.0
Children	78.7
Elderly	6.3
English Speaking	94.3
Foreign-born	1.8
Outdoor Workers	29.5
Climate Change Adaptive Capacity	—
Impervious Surface Cover	98.1
Traffic Density	0.3
Traffic Access	0.0
Other Indices	—
Hardship	48.5
Other Decision Support	—
2016 Voting	79.6

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	46.0000
Healthy Places Index Score for Project Location (b)	48.0000
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	No
Project Located in a Low-Income Community (Assembly Bill 1550)	No
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

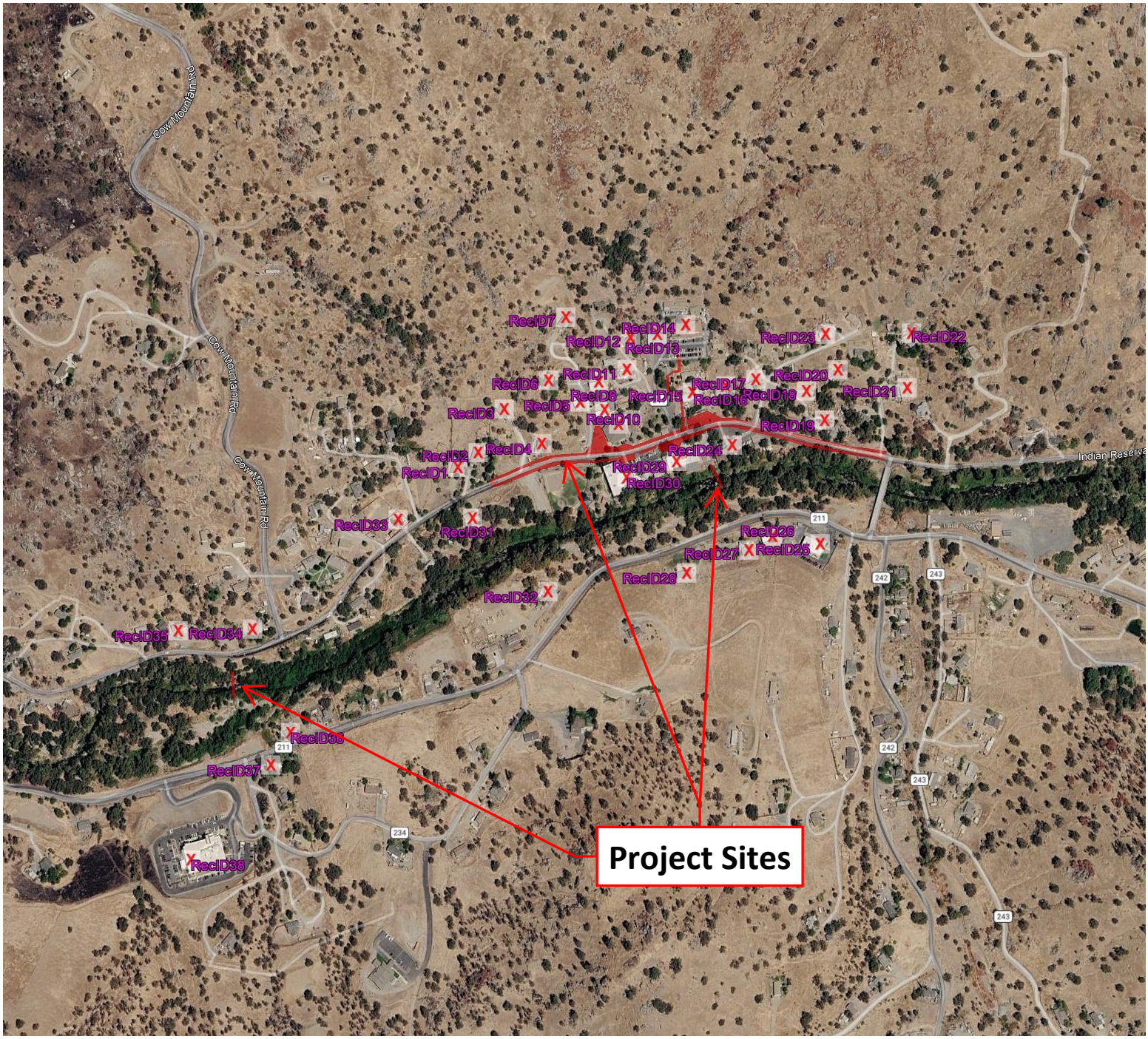
8. User Changes to Default Data

Appendix B. AERMOD and HARP2 ADMRT Results

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Jesse Madsen, Owner, Principal Scientist
Clovis, CA

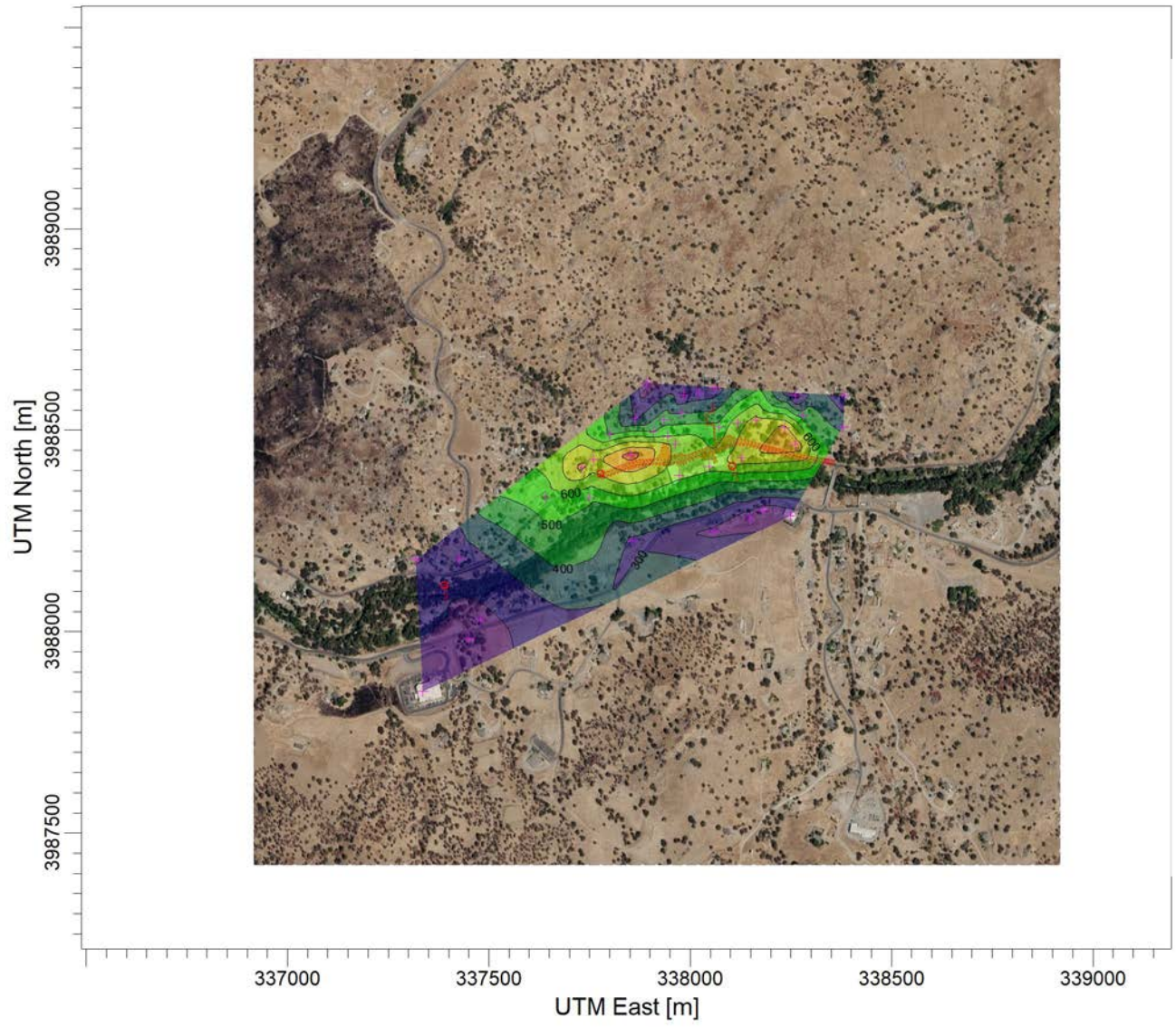
March 2026



CORE ENVIRONMENTAL CONSULTING Core Environmental Consulting Clovis, CA 93612 (559) 202-3941	PROJECT NAME **Tule ATP Phase 1 HRA**	DATE **3/13/26**	SCALE **NOT TO SCALE**	**APPENDIX B** **RECEPTOR MAP**
	PROJECT NUMBER **24017**	DRAWN BY **JM**	LAT/LONG **36.026552, -118.798181**	

PROJECT TITLE:

C:\Lakes\AERMOD View\24017 - Tule ATP HRA\24017 - Tule ATP HRA.isc



PLOT FILE OF HIGH 1ST HIGH 1-HR VALUES FOR SOURCE GROUP: PAREA1 ug/m^3

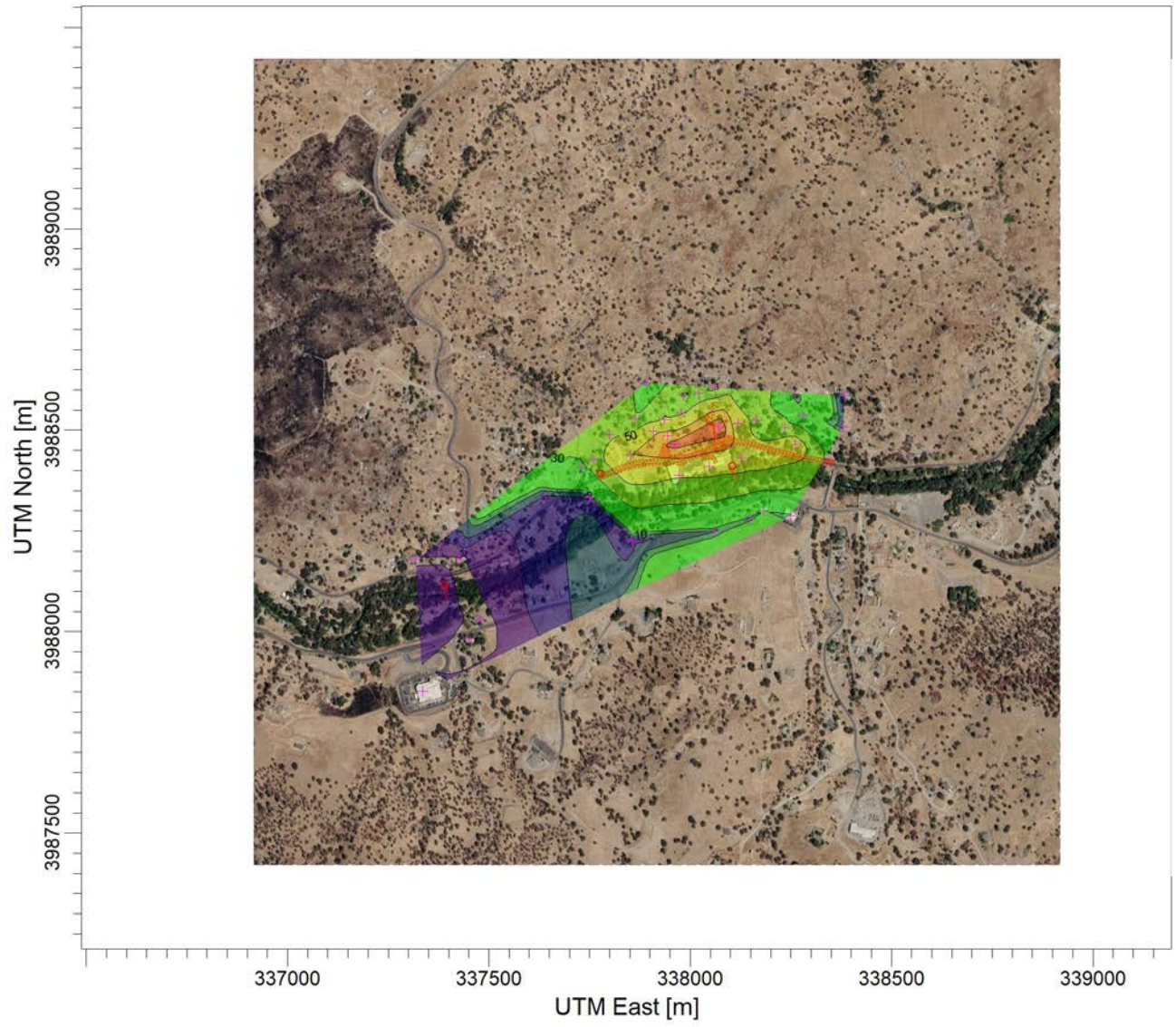
Max: 946 [ug/m^3] at (337851.90, 3988438.85)

117 200 300 400 500 600 700 800 900 946

COMMENTS:	SOURCES: **3**	COMPANY NAME:	
	RECEPTORS: **38**	MODELER:	
	OUTPUT TYPE: **Concentration**	SCALE: 1:17,025 0 0.5 km	
	MAX: **946 ug/m^3**	DATE: **3/13/2026**	PROJECT NO.:

PROJECT TITLE:

C:\Lakes\AERMOD View\24017 - Tule ATP HRA\24017 - Tule ATP HRA.isc



PLOT FILE OF ANNUAL VALUES AVERAGED ACROSS 4 YEARS FOR SOURCE GROUP: PAREA1 ug/m^3

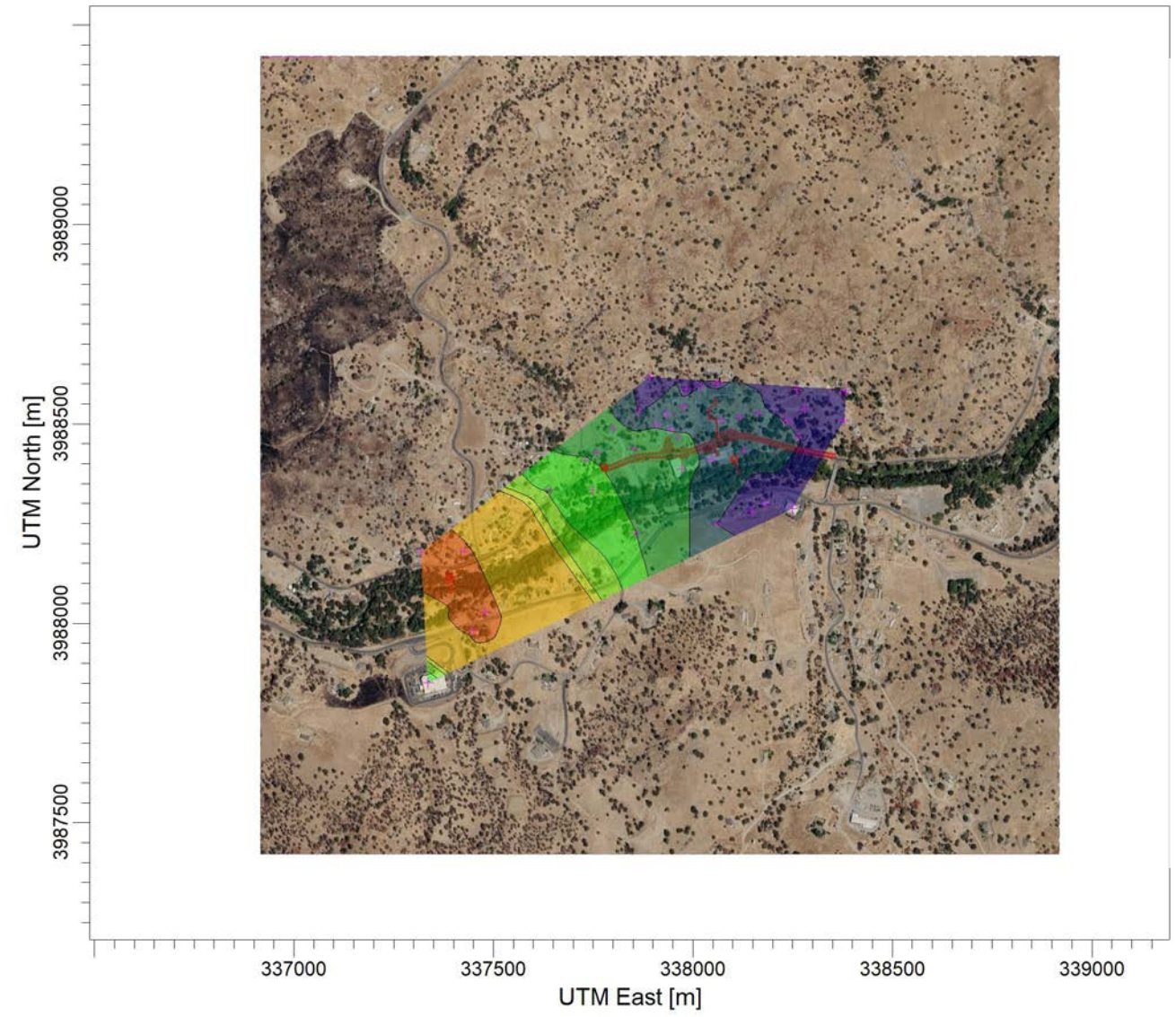
Max: 117 [ug/m^3] at (338070.85, 3988508.37)

1 3 5 8 10 30 50 80 100 117

COMMENTS:	SOURCES: **3**	COMPANY NAME:	
	RECEPTORS: **38**	MODELER:	
	OUTPUT TYPE: **Concentration**	SCALE: 1:17,025 0 0.5 km	
	MAX: **117 ug/m^3**	DATE: **3/13/2026**	PROJECT NO.:

PROJECT TITLE:

C:\Lakes\AERMOD View\24017 - Tule ATP HRA\24017 - Tule ATP HRA.isc



PLOT FILE OF HIGH 1ST HIGH 1-HR VALUES FOR SOURCE GROUP: PAREA2 ug/m^3

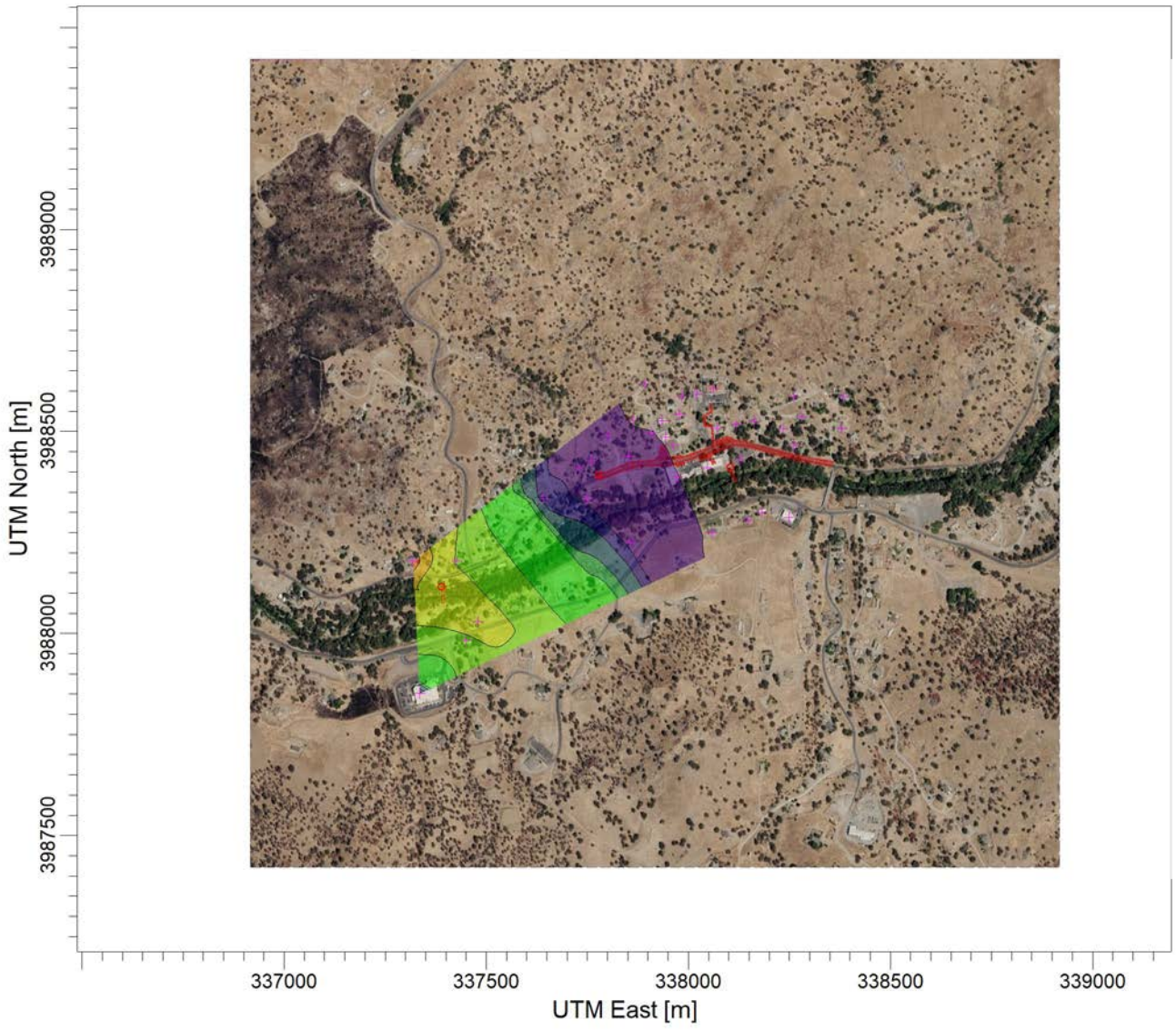
Max: 2447 [ug/m^3] at (337318.37, 3988178.59)



COMMENTS:	SOURCES: **3**	COMPANY NAME:	
	RECEPTORS: **38**	MODELER:	
	OUTPUT TYPE: **Concentration**	SCALE: 1:17,025 0 0.5 km	
	MAX: **2447 ug/m^3**	DATE: **3/13/2026**	PROJECT NO.:

PROJECT TITLE:

C:\Lakes\AERMOD View\24017 - Tule ATP HRA\24017 - Tule ATP HRA.isc



PLOT FILE OF ANNUAL VALUES AVERAGED ACROSS 4 YEARS FOR SOURCE GROUP: PAREA2 ug/m^3

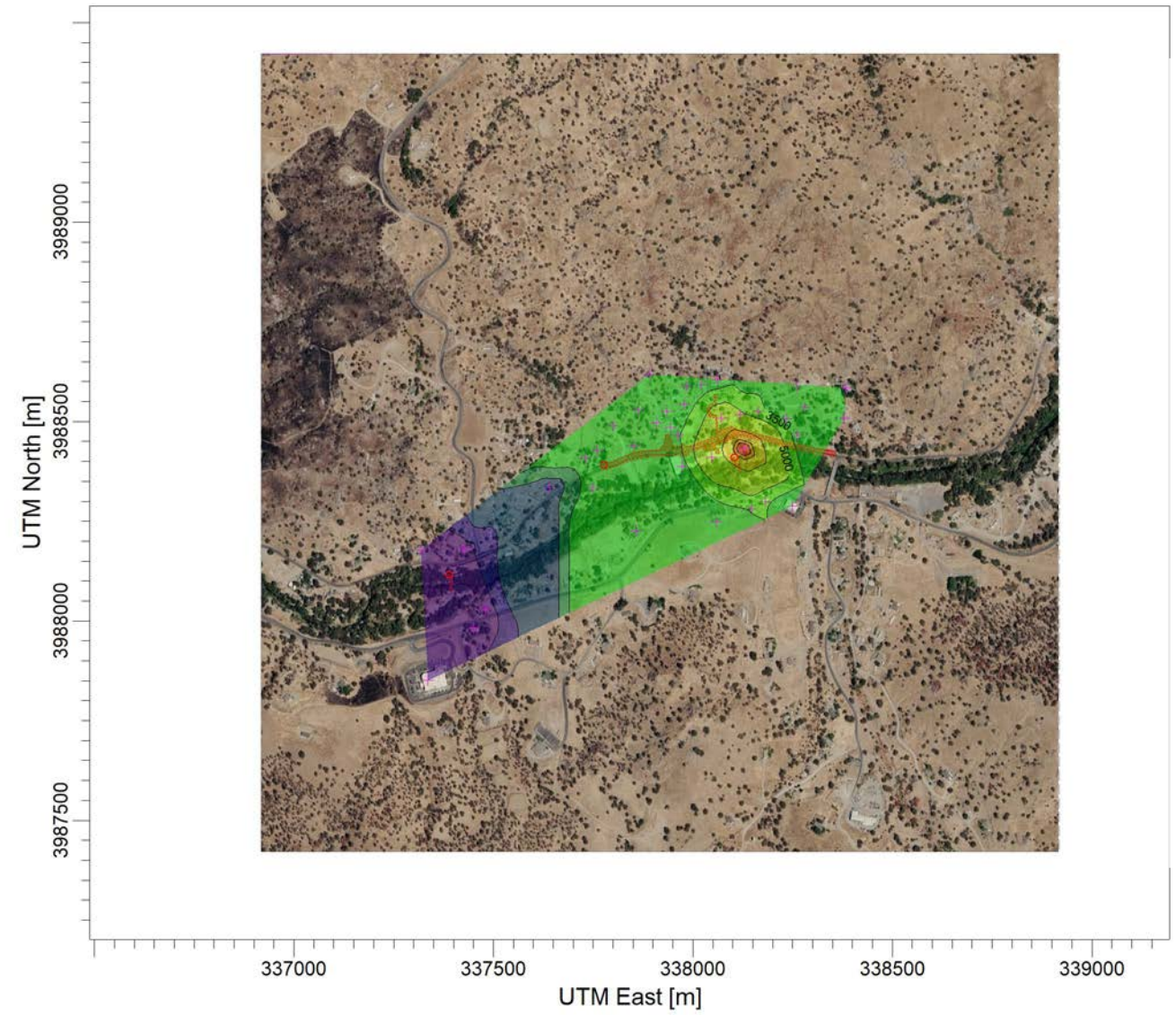
Max: 112 [ug/m^3] at (337318.37, 3988178.59)



COMMENTS:	SOURCES: **3**	COMPANY NAME:	
	RECEPTORS: **38**	MODELER:	
	OUTPUT TYPE: **Concentration**	SCALE: 1:17,025 0 0.5 km	
	MAX: **112 ug/m^3**	DATE: **3/13/2026**	PROJECT NO.:

PROJECT TITLE:

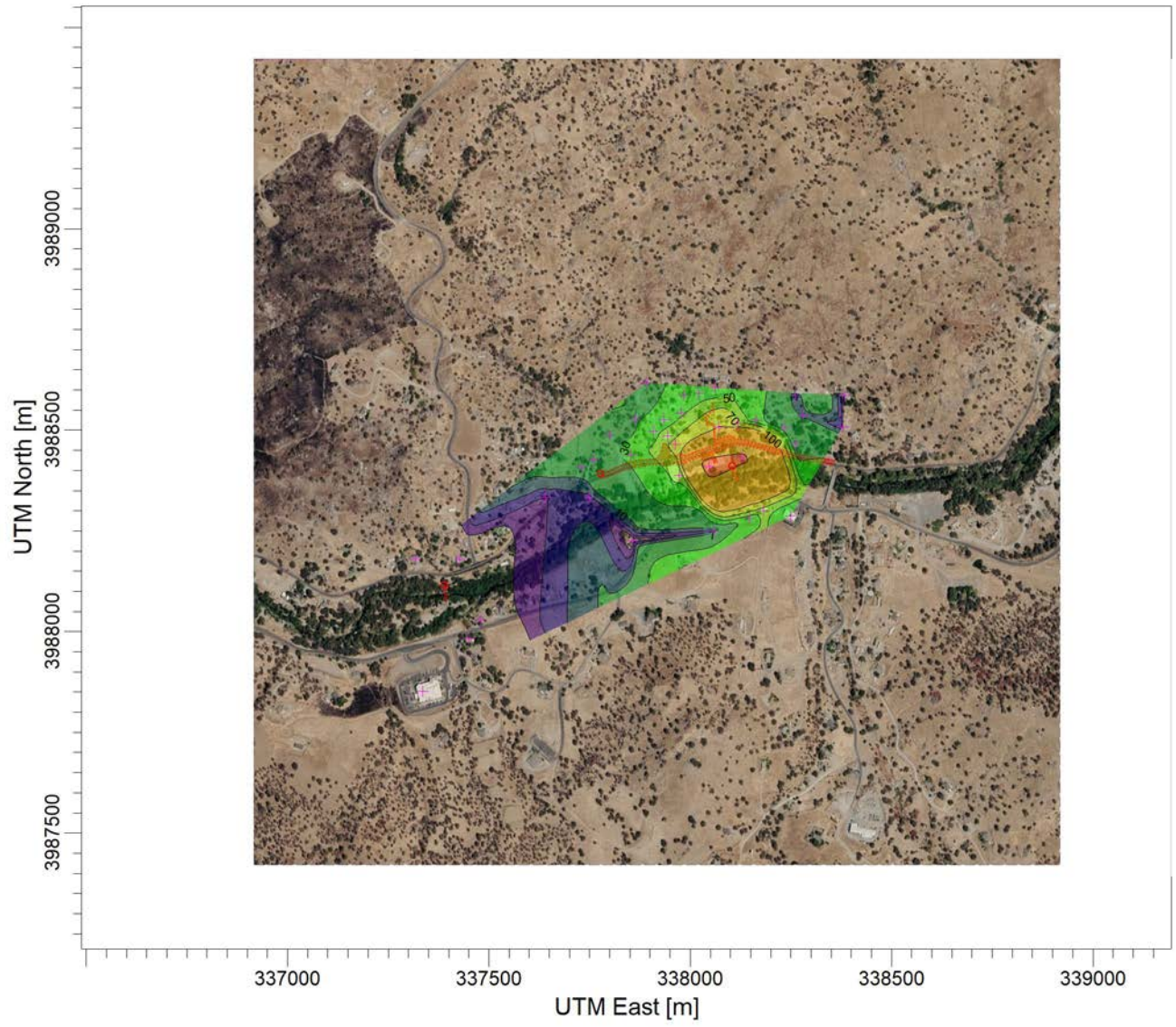
C:\Lakes\AERMOD View\24017 - Tule ATP HRA\24017 - Tule ATP HRA.isc



COMMENTS:	SOURCES: **3**	COMPANY NAME:	
	RECEPTORS: **38**	MODELER:	
	OUTPUT TYPE: **Concentration**	SCALE: 1:17,025 0 0.5 km	
	MAX: **10901 ug/m^3**	DATE: **3/13/2026**	PROJECT NO.:

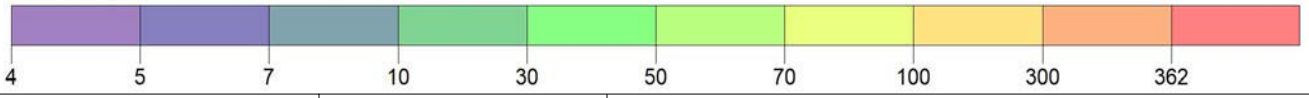
PROJECT TITLE:

C:\Lakes\AERMOD View\24017 - Tule ATP HRA\24017 - Tule ATP HRA.isc



PLOT FILE OF ANNUAL VALUES AVERAGED ACROSS 4 YEARS FOR SOURCE GROUP: PAREA3 ug/m^3

Max: 362 [ug/m^3] at (338046.16, 3988409.61)



COMMENTS:	SOURCES: **3**	COMPANY NAME:	
	RECEPTORS: **38**	MODELER:	
	OUTPUT TYPE: **Concentration**	SCALE: 1:17,025 0 0.5 km	
	MAX: **362 ug/m^3**	DATE: **3/13/2026**	PROJECT NO.:

Tule ATP Phase 1
HRA Technical Report
Emissions Allocations

Project Section	Area (sqft)	Percentage
Project 1	70000	97%
Project 2 - bridge	1140	2%
Project 3 - bridge	1300	2%
TOTAL	**72440**	**1**

Total PM10 Exhaust Emisions (tpy)	0.025
Project 1 Emissions	0.024157924
Project 2 Emissions	0.000393429
Project 3 Emissions	0.000448647

Project Section	Emissions (lb/yr)
Project 1	48
Project 2 - bridge	1
Project 3 - bridge	1

HARP Project Summary Report 3/13/2026 11:14:21 PM

PROJECT INFORMATION
HARP Version: 22118
Project Name: 24017 - TULE ATP HRA
Project Output Directory: C:\HARP2\Projects\24017 - TULE ATP HRA
HARP Database: NA

FACILITY INFORMATION
Origin
X (m):0
Y (m):0
Zone:1
No. of Sources:0
No. of Buildings:0

EMISSION INVENTORY
No. of Pollutants:3
No. of Background Pollutants:0

Emissions

ScrID	StkID	ProID	PolID	PolAbbrev	
Multi	Annual Ems	MaxHr Ems	MWAF		
	(lbs/yr)	(lbs/hr)			
PAREA1	0	0	9901	DieselExhPM	1
48	0	1			
PAREA2	0	0	9901	DieselExhPM	1
1	0	1			
PAREA3	0	0	9901	DieselExhPM	1
1	0	1			

Background

PolID	PolAbbrev	Conc (ug/m^3)	MWAF

Ground level concentration files (\glc\)
9901MAXHR.txt
9901PER.txt

POLLUTANT HEALTH INFORMATION
Health Database: C:\HARP2\Tables\HEALTH17320.mdb
Health Table Version: HEALTH22013
Official: True

PolID	PolAbbrev	InhCancer	OralCancer	AcuteREL
InhChronicREL	OralChronicREL	InhChronic8HRREL		

AIR DISPERSION MODELING INFORMATION
Versions used in HARP. All executables were obtained from USEPA's Support Center for Regulatory Atmospheric Modeling website (http://www.epa.gov/scram001/)
AERMOD: 18081
AERMAP: 18081
BPIPPRM: 04274
AERPLOT: 13329

METEOROLOGICAL INFORMATION
Version:
Surface File:
Profile File:
Surface Station:
Upper Station:
On-Site Station:

LIST OF AIR DISPERSION FILES
AERMOD Input File:
AERMOD Output File:
AERMOD Error File:
Plotfile list

LIST OF RISK ASSESSMENT FILES
Health risk analysis files (\hra\)

ConstructionCancerRisk.csv
ConstructionCancerRiskSumByRec.csv
ConstructionGLCList.csv
ConstructionHRAInput.hra
ConstructionNCAcuteRisk.csv
ConstructionNCAcuteRiskSumByRec.csv
ConstructionNCChronicRisk.csv
ConstructionNCChronicRiskSumByRec.csv
ConstructionOutput.txt
ConstructionPathwayRec.csv
ConstructionPolDB.csv

Spatial averaging files (\sa\)

**HARP - Air Dispersion Modeling and Risk Tool v22118

**3/13/2026

**Exported Risk Results

REC	GRP	X	Y	RISK_SUM	SCENARIO	INHAL_RISK	SOIL_I	DERM/	MMILK	WATEI	FISH_I	CROP_	BEEF_	DAIRY	PIG_RI	CHICK	EGG_RISK
1	ALL	337729.8	3988407	3.16E-06	1YrCancerDerived_Inh	3.16E-06	0	0	0	0	0	0	0	0	0	0	0
2	ALL	337759.6	3988428	5.29E-06	1YrCancerDerived_Inh	5.29E-06	0	0	0	0	0	0	0	0	0	0	0
3	ALL	337798.6	3988490	5.80E-06	1YrCancerDerived_Inh	5.80E-06	0	0	0	0	0	0	0	0	0	0	0
4	ALL	337851.9	3988439	9.80E-06	1YrCancerDerived_Inh	9.80E-06	0	0	0	0	0	0	0	0	0	0	0
5	ALL	337908.4	3988497	9.25E-06	1YrCancerDerived_Inh	9.25E-06	0	0	0	0	0	0	0	0	0	0	0
6	ALL	337863.6	3988529	3.77E-06	1YrCancerDerived_Inh	3.77E-06	0	0	0	0	0	0	0	0	0	0	0
7	ALL	337890.2	3988618	1.76E-06	1YrCancerDerived_Inh	1.76E-06	0	0	0	0	0	0	0	0	0	0	0
8	ALL	337935.7	3988526	6.51E-06	1YrCancerDerived_Inh	6.51E-06	0	0	0	0	0	0	0	0	0	0	0
9	ALL	337943.5	3988486	1.14E-05	1YrCancerDerived_Inh	1.14E-05	0	0	0	0	0	0	0	0	0	0	0
10	ALL	337963	3988465	1.33E-05	1YrCancerDerived_Inh	1.33E-05	0	0	0	0	0	0	0	0	0	0	0
11	ALL	337976.6	3988543	5.79E-06	1YrCancerDerived_Inh	5.79E-06	0	0	0	0	0	0	0	0	0	0	0
12	ALL	337982.5	3988588	3.60E-06	1YrCancerDerived_Inh	3.60E-06	0	0	0	0	0	0	0	0	0	0	0
13	ALL	338021.5	3988592	4.15E-06	1YrCancerDerived_Inh	4.15E-06	0	0	0	0	0	0	0	0	0	0	0
14	ALL	338062.4	3988605	3.24E-06	1YrCancerDerived_Inh	3.24E-06	0	0	0	0	0	0	0	0	0	0	0
15	ALL	338070.9	3988508	1.46E-05	1YrCancerDerived_Inh	1.46E-05	0	0	0	0	0	0	0	0	0	0	0
16	ALL	338118.9	3988517	8.38E-06	1YrCancerDerived_Inh	8.38E-06	0	0	0	0	0	0	0	0	0	0	0
17	ALL	338162.5	3988525	5.35E-06	1YrCancerDerived_Inh	5.35E-06	0	0	0	0	0	0	0	0	0	0	0
18	ALL	338235.2	3988507	4.59E-06	1YrCancerDerived_Inh	4.59E-06	0	0	0	0	0	0	0	0	0	0	0
19	ALL	338260.6	3988465	7.83E-06	1YrCancerDerived_Inh	7.83E-06	0	0	0	0	0	0	0	0	0	0	0
20	ALL	338280.1	3988536	1.68E-06	1YrCancerDerived_Inh	1.68E-06	0	0	0	0	0	0	0	0	0	0	0
21	ALL	338378.8	3988508	8.30E-07	1YrCancerDerived_Inh	8.30E-07	0	0	0	0	0	0	0	0	0	0	0
22	ALL	338384	3988585	4.22E-07	1YrCancerDerived_Inh	4.22E-07	0	0	0	0	0	0	0	0	0	0	0
23	ALL	338261.2	3988586	8.53E-07	1YrCancerDerived_Inh	8.53E-07	0	0	0	0	0	0	0	0	0	0	0
24	ALL	338126.7	3988432	8.60E-06	1YrCancerDerived_Inh	8.60E-06	0	0	0	0	0	0	0	0	0	0	0
25	ALL	338249.5	3988287	1.17E-06	1YrCancerDerived_Inh	1.17E-06	0	0	0	0	0	0	0	0	0	0	0
26	ALL	338181.3	3988300	1.38E-06	1YrCancerDerived_Inh	1.38E-06	0	0	0	0	0	0	0	0	0	0	0
27	ALL	338146.9	3988280	1.21E-06	1YrCancerDerived_Inh	1.21E-06	0	0	0	0	0	0	0	0	0	0	0
28	ALL	338057.2	3988249	9.77E-07	1YrCancerDerived_Inh	9.77E-07	0	0	0	0	0	0	0	0	0	0	0
29	ALL	338046.2	3988410	8.09E-06	1YrCancerDerived_Inh	8.09E-06	0	0	0	0	0	0	0	0	0	0	0
30	ALL	337973.4	3988388	6.49E-06	1YrCancerDerived_Inh	6.49E-06	0	0	0	0	0	0	0	0	0	0	0
31	ALL	337749.7	3988333	6.16E-07	1YrCancerDerived_Inh	6.16E-07	0	0	0	0	0	0	0	0	0	0	0
32	ALL	337856.6	3988226	4.60E-07	1YrCancerDerived_Inh	4.60E-07	0	0	0	0	0	0	0	0	0	0	0
33	ALL	337641.8	3988333	5.30E-07	1YrCancerDerived_Inh	5.30E-07	0	0	0	0	0	0	0	0	0	0	0
34	ALL	337427.7	3988179	2.40E-07	1YrCancerDerived_Inh	2.40E-07	0	0	0	0	0	0	0	0	0	0	0
35	ALL	337318.4	3988179	3.91E-07	1YrCancerDerived_Inh	3.91E-07	0	0	0	0	0	0	0	0	0	0	0
36	ALL	337479.7	3988029	2.37E-07	1YrCancerDerived_Inh	2.37E-07	0	0	0	0	0	0	0	0	0	0	0
37	ALL	337450.5	3987982	1.69E-07	1YrCancerDerived_Inh	1.69E-07	0	0	0	0	0	0	0	0	0	0	0

**HARP - Air Dispersion Modeling and Risk Tool v22118

**3/13/2026

**Exported Risk Results

REC	GRP	X	Y	SCENARIO	CV	CNS	IMMUN	KIDNE	GILV	REPRC	RESP	SKIN	EYE	BONE/	ENDO	BLOOI	ODOR	GENEI	MAXHI
1	ALL	337729.8	3988407	NonCance	0	0	0	0	0	0	0.003559	0	0	0	0	0	0	0	0.003559
2	ALL	337759.6	3988428	NonCance	0	0	0	0	0	0	0.005946	0	0	0	0	0	0	0	0.005946
3	ALL	337798.6	3988490	NonCance	0	0	0	0	0	0	0.006519	0	0	0	0	0	0	0	0.006519
4	ALL	337851.9	3988439	NonCance	0	0	0	0	0	0	0.011021	0	0	0	0	0	0	0	0.011021
5	ALL	337908.4	3988497	NonCance	0	0	0	0	0	0	0.010406	0	0	0	0	0	0	0	0.010406
6	ALL	337863.6	3988529	NonCance	0	0	0	0	0	0	0.004244	0	0	0	0	0	0	0	0.004244
7	ALL	337890.2	3988618	NonCance	0	0	0	0	0	0	0.00198	0	0	0	0	0	0	0	0.00198
8	ALL	337935.7	3988526	NonCance	0	0	0	0	0	0	0.007317	0	0	0	0	0	0	0	0.007317
9	ALL	337943.5	3988486	NonCance	0	0	0	0	0	0	0.012843	0	0	0	0	0	0	0	0.012843
10	ALL	337963	3988465	NonCance	0	0	0	0	0	0	0.014926	0	0	0	0	0	0	0	0.014926
11	ALL	337976.6	3988543	NonCance	0	0	0	0	0	0	0.006506	0	0	0	0	0	0	0	0.006506
12	ALL	337982.5	3988588	NonCance	0	0	0	0	0	0	0.004052	0	0	0	0	0	0	0	0.004052
13	ALL	338021.5	3988592	NonCance	0	0	0	0	0	0	0.004667	0	0	0	0	0	0	0	0.004667
14	ALL	338062.4	3988605	NonCance	0	0	0	0	0	0	0.003642	0	0	0	0	0	0	0	0.003642
15	ALL	338070.9	3988508	NonCance	0	0	0	0	0	0	0.016451	0	0	0	0	0	0	0	0.016451
16	ALL	338118.9	3988517	NonCance	0	0	0	0	0	0	0.009428	0	0	0	0	0	0	0	0.009428
17	ALL	338162.5	3988525	NonCance	0	0	0	0	0	0	0.006014	0	0	0	0	0	0	0	0.006014
18	ALL	338235.2	3988507	NonCance	0	0	0	0	0	0	0.005159	0	0	0	0	0	0	0	0.005159
19	ALL	338260.6	3988465	NonCance	0	0	0	0	0	0	0.008808	0	0	0	0	0	0	0	0.008808
20	ALL	338280.1	3988536	NonCance	0	0	0	0	0	0	0.001887	0	0	0	0	0	0	0	0.001887
21	ALL	338378.8	3988508	NonCance	0	0	0	0	0	0	0.000933	0	0	0	0	0	0	0	0.000933
22	ALL	338384	3988585	NonCance	0	0	0	0	0	0	0.000475	0	0	0	0	0	0	0	0.000475
23	ALL	338261.2	3988586	NonCance	0	0	0	0	0	0	0.00096	0	0	0	0	0	0	0	0.00096
24	ALL	338126.7	3988432	NonCance	0	0	0	0	0	0	0.009669	0	0	0	0	0	0	0	0.009669
25	ALL	338249.5	3988287	NonCance	0	0	0	0	0	0	0.001313	0	0	0	0	0	0	0	0.001313
26	ALL	338181.3	3988300	NonCance	0	0	0	0	0	0	0.001551	0	0	0	0	0	0	0	0.001551
27	ALL	338146.9	3988280	NonCance	0	0	0	0	0	0	0.001365	0	0	0	0	0	0	0	0.001365
28	ALL	338057.2	3988249	NonCance	0	0	0	0	0	0	0.001099	0	0	0	0	0	0	0	0.001099
29	ALL	338046.2	3988410	NonCance	0	0	0	0	0	0	0.009101	0	0	0	0	0	0	0	0.009101
30	ALL	337973.4	3988388	NonCance	0	0	0	0	0	0	0.007299	0	0	0	0	0	0	0	0.007299
31	ALL	337749.7	3988333	NonCance	0	0	0	0	0	0	0.000692	0	0	0	0	0	0	0	0.000692
32	ALL	337856.6	3988226	NonCance	0	0	0	0	0	0	0.000517	0	0	0	0	0	0	0	0.000517
33	ALL	337641.8	3988333	NonCance	0	0	0	0	0	0	0.000596	0	0	0	0	0	0	0	0.000596
34	ALL	337427.7	3988179	NonCance	0	0	0	0	0	0	0.00027	0	0	0	0	0	0	0	0.00027
35	ALL	337318.4	3988179	NonCance	0	0	0	0	0	0	0.000439	0	0	0	0	0	0	0	0.000439
36	ALL	337479.7	3988029	NonCance	0	0	0	0	0	0	0.000266	0	0	0	0	0	0	0	0.000266
37	ALL	337450.5	3987982	NonCance	0	0	0	0	0	0	0.00019	0	0	0	0	0	0	0	0.00019

Appendix B

Biological Analysis

TULE RIVER ACTIVE TRANSPORTATION PLAN – PHASE 1
BIOLOGICAL EVALUATION

TULE RIVER RESERVATION
TULARE COUNTY, CALIFORNIA

Prepared by

LIVE OAK ASSOCIATES, INC.

Austin Pearson, Vice President
Rebekah Jensen, Senior Project Manager and Ecologist

Prepared for

Hector Guerra
4Creeks, Inc.
324 S. Santa Fe Street
Visalia, CA 93292

February 20, 2026 PN 2980-01

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1.0 INTRODUCTION

This technical report, prepared by Live Oak Associates, Inc. (LOA) to facilitate compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), describes the biotic resources of lands that may be affected by implementation of the proposed Tule River Active Transportation Plan – Phase 1 ("project"), and evaluates potential impacts to those resources that could result from the project. The project consists of various improvements aimed at pedestrian safety in and around the Village Center of the Tule River Reservation ("Reservation"), located in Tulare County, California (Figure 1). The project's area of potential effect, or study area, encompasses approximately 50 acres. It may be found on the *Globe* U.S. Geological Survey (USGS) 7.5-minute quadrangle in Section 12 of Township 22 South, Range 29 East, Mount Diablo Base and Meridian (Figure 2).

1.1 PROJECT DESCRIPTION

The proposed project predominantly consists of two new pedestrian bridge crossings. Generally, the project would provide safer routes for pedestrians to cross the South Fork Tule River to access an education center and gymnasium. Specific project elements include:

1. Replacement of an existing pedestrian swinging bridge over South Fork Tule River
2. New pedestrian bridge over South Fork Tule River to connect Cow Mountain Road (north) and the pedestrian corridor to the Justice Center (south)
3. Class 1 trail
4. Approximately 3,765 SF of concrete sidewalk
5. Seven (7) accessible curb ramps
6. Two (2) streetlights for the N. Reservation Road corridor
7. Eight (8) new solar-powered Rectangular Rapid Flashing Beacons (RRFBs) at four locations; two RRFBs per location assumed
8. Two (2) raised pedestrian crossings
9. Reconfiguration of back-in-angled parking stalls
10. Landscaping and irrigation for the length of the project
11. Signing and pavement delineation for the corridor, including pedestrian bridges

Figure 1. Vicinity.

Figure 2. USGS.

1.2 REPORT OBJECTIVES

This report summarizes a biological study conducted by LOA to facilitate environmental review pursuant to CEQA and NEPA. As such, the report's objectives are to:

- Characterize the study area's existing biological resources, including biotic habitats, flora and fauna, soils, and aquatic resources.
- Evaluate the study area's potential to support sensitive resources such as special status species, sensitive natural communities, and jurisdictional waters and wetlands.
- Summarize all state and federal natural resource protection laws that may be relevant to project implementation.
- Identify and discuss potential project-related impacts to biological resources within the context of CEQA, NEPA, and other state and federal laws.
- Identify avoidance and mitigation measures that would reduce the magnitude of project-related impacts in a manner consistent with CEQA, NEPA, and species-specific guidelines.

1.3 STUDY METHODOLOGY

A reconnaissance-level field survey of the study area was conducted on February 2, 2026 by LOA biologist Natalie Neff. The survey entailed walking and driving through the study area while identifying its principal biotic habitats and land uses, identifying all vascular plants and terrestrial wildlife species encountered, and assessing the study area's suitability for special status species. The survey did not include an aquatic resources delineation; however, areas potentially subject to the jurisdiction of the U.S. Army Corps of Engineers (USACE) were noted.

LOA conducted an analysis of potential project impacts based on the known and potential biotic resources of the study area discussed in Section 2.0. Sources of information used in the preparation of this analysis included: (1) results of the February 2026 reconnaissance-level surveys, (2) the *California Natural Diversity Data Base* (CDFW 2025), (3) the *Online Inventory of Rare and Endangered Vascular Plants of California* (CNPS 2025), and (4) manuals, reports, and references related to plants and animals of the San Joaquin Valley region.

2.0 EXISTING CONDITIONS

2.1 REGIONAL SETTING

The study area is located within the low foothills of the southern Sierra Nevada, in a transition zone from the Central Valley to the Sierra Nevada. The topography of the area consists of gentle to steeply sloped terrain.

Like most of California, this region of the Sierra Nevada foothills has a Mediterranean climate. Warm, dry summers are followed by cool, moist winters with spring and fall as transitional seasons. Summer temperatures commonly exceed 90 degrees Fahrenheit, and the relative humidity is generally very low. Winter temperatures rarely rise much above 70 degrees Fahrenheit, and daytime high temperatures are often below 60 degrees Fahrenheit. Annual precipitation at the nearest NOAA weather station, Springville, is about 16.5 inches, nearly all of which falls during fall and winter months (NOAA 2021).

The principal drainage of the project vicinity is the South Fork Tule River, which bisects the study area latitudinally. The South Fork Tule River originates near the summit of Slate Peak, approximately 12 miles northeast of the study area. It flows through the study area from east to west, ultimately exiting the Reservation and joining the main stem of the Tule River at Lake Success. Downstream of Lake Success, the Tule River historically flowed into Tulare Lake; however, agricultural diversions have eliminated the lake and greatly degraded the Tule River itself.

2.2 STUDY AREA

The study area is characterized by a mix of developed and undeveloped lands. Developed lands include the Village Center area and rural residences along both sides of the South Fork Tule River. Undeveloped lands consist of an approximately 0.6-mile-long reach of the river and an associated woodland corridor.

The study area has an overall western aspect, reflecting the gradient of the river corridor. Elevations range from approximately 1,100 feet above sea level in the northeastern corner of the study area to approximately 1,000 feet at the western boundary.

The study area contains three soil mapping units: Blasingame-Rock outcrop complex, 9 to 50 percent slopes; Blasingame sandy loam, 15 to 30 percent slopes; and Xerofluvents, flooded (California Soil Resource Lab 2008). The latter mapping unit generally conforms to the on-site reach of the South Fork Tule River corridor, and is associated with drainageways and alluvial fans elsewhere in the region. It is considered hydric, meaning it has the propensity to pond water and support hydrophytic (water-loving) vegetation. The Blasingame mapping units are both non-hydric (NRCS 2026).

A list of vascular plants identified on the site is presented in Appendix A. A list of terrestrial vertebrates using or potentially using the study area is presented in Appendix B. Representative photos of the site are presented in Appendix C.

2.3 BIOTIC HABITATS / LAND USES

The study area contains two broad habitat / land use types: ruderal/developed and river corridor (Figure 3). These habitats / land uses are described in more detail in the following sections.

2.3.1 Ruderal/Developed

The majority of the study area comprises ruderal/developed lands including community facilities, rural residential properties, paved and dirt roads, and the disturbed margins of these uses. The study area's community facilities are concentrated in the Village Center and include tribal government buildings, a school, a gym, a church, a waste transfer station, parks, and various other public spaces. Where vegetation was present in these spaces at the time of the survey, it consisted largely of introduced species such as annual bluegrass (*Poa annua*) used as turf, and oleander (*Nerium oleander*) and Aleppo pine (*Pinus halepensis*) used in landscaping. Remnant native trees were distributed sporadically through these areas and included western redbud (*Cercis occidentalis*), California sycamore (*Platanus racemosa*), and blue oak (*Quercus douglasii*).

The rural residential properties include homes, outbuildings, landscaping, parking and storage areas, and several backyard pastures. At the time of LOA's survey, the rural residential properties had significantly more vegetative diversity than the Village Center, supporting a mix

Figure 3. Biotic Habitats / Land Uses.

of native species and both ornamental and naturalized non-natives. Representative trees on the rural residential properties included blue oak, gray pine (*Pinus sabiniana*), eucalyptus (*Eucalyptus* sp.), and citrus (*Citrus* sp.). Understory species included wild oats (*Avena* sp.), foxtail barley (*Hordeum murinum*), lavender (*Lavandula* sp.), boxwood (*Buxus* sp.), and cactus. The study area's roads, while themselves barren of vegetation, supported a mix of native and non-native grasses and forbs along their margins including barnyard grass (*Echinochloa crus-galli*), fiddleneck (*Amsinckia* sp.), and bluedicks (*Dipterostemon capitatus*).

The study area's ruderal/developed lands would be used to different degrees by locally occurring wildlife, with most species exhibiting some amount of tolerance for human disturbance. Reptiles that could be found in the study area's ruderal/developed lands include the western fence lizard (*Sceloporus occidentalisi*), California alligator lizard (*Elgaria multicarinata multicarinata*), and gopher snake (*Pituophis melanoleucus*). Amphibians such as the Sierran treefrog (*Pseudacris sierra*) and western toad (*Anaxyrus boreas*) may breed in the river and subsequently disperse into the study area's ruderal/developed lands.

Trees and shrubs in the study area's ruderal/developed lands could support nesting by American robins (*Turdus migratorius*), Anna's hummingbirds (*Calypte anna*), northern mockingbirds (*Mimus polyglottos*), and mourning doves (*Zenaida macroura*), among other species. Mourning doves may also nest in ground vegetation. The disturbance-tolerant killdeer (*Charadrius vociferus*) preferentially nests on bare ground and may utilize the study area's dirt parking or storage areas, pastures, and other sparsely vegetated locations to this end. Various birds attracted to the built environment, including the house finch (*Haemorhous mexicanus*) and house sparrow (*Passer domesticus*), may nest in or on buildings in the study area's ruderal/developed lands. All of the aforementioned birds may also forage on these lands, as could winter migrants such as the savannah sparrow (*Passerculus sandwichensis*) and yellow-rumped warbler (*Dendroica coronata*).

Small mammal species likely to occur in the study area's ruderal/developed lands include the deer mouse (*Peromyscus maniculatus)*, house mouse (*Mus musculus*), and Norway rat (*Rattus norvegicus*), among others. Burrowing rodent use of these areas is expected to include California ground squirrels (*Otospermophilus beecheyi*) and Botta's pocket gophers (*Thomomys bottae*).

Disturbance-tolerant mammalian predators such as raccoons (*Procyon lotor*) and striped skunks (*Mephitis mephitis*) are expected to regularly forage in or pass through the site's ruderal/developed lands. Various bat species may roost in trees or buildings within this land use type and may forage in or over these areas.

2.3.2 River Corridor

The study area contains an approximately 0.6-mile-long reach of the South Fork Tule River. The river is flanked by riparian woodland habitat within the floodplain and several areas of oak woodland in the adjoining uplands. At the time of LOA's survey, the river was inundated and flowing. The river bed was rocky and primarily unvegetated; however, tall flatsedge (*Cyperus eragrostic*), stinging nettle (*Urtica dioica*), and barnyard grass were observed along the waterline at some locations. The riparian woodland was characterized by an overstory of California sycamore, Oregon ash (*Fraxinus latifolia*), red willow (*Salix laevigata*), and California bay-laurel (*Umbellularia californica*). Shrubs in the mid- to understory included California blackberry (*Rubus ursinus*), California grape (*Vitis californica*), mule fat (*Baccharis salicifolia*), foothill gooseberry (*Ribes quercetorum*), and poison oak (*Toxicodendron diversilobum*). Grasses and forbs included barnyard grass, mugwort (*Artemisia douglasiana*), chickweed (*Stellaria media*), miner's lettuce (*Claytonia perfoliata*), and many other species. Outside of the river banks, woodland habitat transitioned to upland trees and shrubs such as gray pine, blue oak, and interior live oak (*Quercus wislizenii*). Understory species in these dry woodlands included wild oats, barnyard grass, and various forbs.

The South Fork Tule River within the study area is perennially inundated. It supports various fish species including the native rainbow trout (*Oncorhynchus mykiss*) and non-native brown trout (*Salmo trutta*). It is likely to support breeding by common amphibians such as the Sierran treefrog and western toad. It may also support populations of the western pond turtle (*Actinemys marmorata*), a species proposed for listing as threatened under the federal Endangered Species Act. Pond turtles have been documented in the South Fork Tule River in the past (CDFW 2026a), and LOA documented populations of this species in Rocky Creek, a tributary that joins the river approximately 2.5 miles east of study area boundaries. Various birds may forage in or

over the river's aquatic habitat; these include the belted kingfisher (*Megaceryle alcyon*), black phoebe (*Sayornis nigricans*), and great blue heron (*Ardea herodias*), among others.

The woodlands flanking the river are likely to support a large number of wildlife species. Expected reptiles include the common gartersnake (*Thamnophis sirtalis*), striped racer (*Coluber lateralis*), and western rattlesnake (*Crotalus oreganus*). Additionally, if western pond turtles occur along this stretch of the river, they may overwinter and/or nest in the adjoining woodlands; the latter activity would be limited to sunny openings with sparse vegetation and dry soils.

Songbirds likely to use woodland habitats along the study area's river corridor include cover-associated species such as the Bewick's wren (*Thryomanes bewickii*), house wren (*Troglodytes aedon*), and lesser goldfinch (*Spinus psaltria*), riparian-associated species such as the song sparrow (*Melospiza melodia*) and common yellowthroat (*Geothlypis trichas*), and many others. Raptors commonly associated with riparian corridors include the red-shouldered hawk (*Buteo lineatus*). Other raptors likely to nest and/or forage in this area include the Cooper's hawk (*Accipiter cooperii*) and sharp-shinned hawk (*Accipiter striatus*).

Small mammal use of these woodlands is expected to include the Botta's pocket gopher, deer mouse, California mouse (*Peromyscus californicus*), California vole (*Microtus californicus*), and western gray squirrel (*Sciurus griseus*). Larger mammals likely to occupy or travel through the woodlands of the river corridor include the mule deer (*Odocoileus hemionus*), coyote (*Canis latrans*), gray fox (*Urocyon cinereoargenteus*), cougar (*Puma concolor*), bobcat (*Lynx rufus*), raccoon, and striped skunk. Various bat species are expected to forage and roost in this habitat, as well.

2.4 SPECIAL STATUS PLANTS AND ANIMALS

Many species of plants and animals within the state of California have low populations, limited distributions, or both. Such species may be considered "rare" and are vulnerable to extirpation as the state's human population grows and the habitats these species occupy are converted to agricultural and urban uses. As described more fully in Section 3.0, state and federal laws have provided California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS) with a mechanism for conserving and protecting the diversity of plant and

animal species native to the state. A sizable number of native plants and animals have been formally designated as threatened or endangered under state and federal endangered species legislation. Others have been designated as "candidates" for such listing. Still others have been designated as "species of special concern" by the CDFW. The California Native Plant Society (CNPS) has developed its own set of lists (i.e., California Rare Plant Ranks, or CRPR) of native plants considered rare, threatened, or endangered (CNPS 2026). Collectively, these plants and animals are referred to as "special status species."

The California Natural Diversity Data Base (CNDDB; CDFW 2026a) was queried for special status plant and animal occurrences in the nine USGS 7.5-minute quadrangles containing and surrounding the study area (*Globe, Frazier Valley, Springville, Camp Wishon, Solo Peak, California Hot Springs, Gibbon Peak, Fountain Springs,* and *Success Dam*). An unofficial species list for the project vicinity was obtained using the USFWS Information for Planning and Consultation (IPaC) system (Appendix D). A number of special status plants and animals were returned in these queries and are summarized below in Table 1. Sources of information for this table included *California's Wildlife, Volumes I, II, and III* (Zeiner et. al 1988-1990), *The Jepson Manual: Vascular Plants of California, second edition* (Baldwin et al 2012), the *California Native Plant Society's Inventory of Rare and Endangered Vascular Plants of California* (CNPS 2025), *Calflora.org, iNaturalist.org*, and *eBird.org*.

TABLE 1. LIST OF SPECIAL STATUS SPECIES THAT COULD OCCUR IN THE PROJECT VICINITY.

PLANTS

Species Listed as Threatened or Endangered under the State and/or Federal Endangered Species Act

Species	Status	Habitat/Range	Occurrence on the Study Area
Kaweah brodiaea (*Brodiaea insignis*)	CE, CRPR 1B	Found on grassy, south-facing to west-facing slopes in blue oak woodland habitat, where it grows in association with heavy clay soils over a granitic substrate. It is typically found between 800 and 1,600 feet in elevation. Blooms April-June.	**Absent.** The study area lacks suitable soils for this species.
Springville clarkia (*Clarkia springvillensis*)	FT, CE, CRPR 1B	Found on granitic soils in sunny locations including the uphill slope of roadbanks, small decomposing granite domes, and openings in blue oak woodland or chaparral habitat, typically between 1,220 and 3,000 feet in elevation. Blooms May-July.	**Unlikely.** The study area lacks granitic soils and is located below this species' typical elevational distribution. All known Springville clarkia populations on the Reservation are at elevations above 1,600 feet.
Striped adobe-lily (*Fritillaria striata*)	CT, CRPR 1B	Found in heavy clay adobe soils in oak savannah, at elevations between 450 and 4,800 feet. Blooms February to April.	**Absent.** Suitable habitat and soils are absent from the study area.
San Joaquin woollythreads (*Monolopia congdonii*)	FE, CRPR 1B	Found in sandy or silty soils within chenopod scrub and grassland habitats. Although this species is known from elevations up to 2,600 feet in Santa Barbara and San Luis Obispo Counties, its upper elevation limit in the San Joaquin Valley and surrounding hills is approximately 850 feet (ESRP 2022). Blooms February-May.	**Absent.** The study area is above the elevational range of this species in the region.
San Joaquin adobe sunburst (*Pseudobahia peirsonii*)	FT, CE, CRPR 1B	Found in grasslands and in the transition zone between grassland and blue oak woodland at elevations between 300 and 2,600 feet. All known occurrences are associated with Cibo clay, Porterville clay, Centerville clay, or Mt. Olive clay soils. Blooms March- April.	**Absent.** Clay soils required by this species are absent from the study area.
Keck's checkerbloom (*Sidalcea keckii*)	FE, CRPR 1B	Known from three locations in the southern Sierra Nevada, where it grows in grasslands and grassy openings in blue oak woodland habitats up to 2,100 feet in elevation. Found in association with gabbro or serpentine-derived, clay soils. Blooms April-May.	**Absent.** Clay soils required by this species are absent from the study area.

TABLE 1. LIST OF SPECIAL STATUS SPECIES THAT COULD OCCUR IN THE PROJECT VICINITY

PLANTS (cont'd)

CNPS-Listed Species

Species	Status	Habitat/Range	Occurrence on the Study Area
Abrams' onion (*Allium abramsii*)	CRPR 1B	Occurs in granitic sand between 3,000 and 6,500 feet in elevation. Blooms May-July.	**Absent.** The study area is well below the elevational range of this species.
Shirley Meadows star-tulip (*Calochortus westonii*)	CRPR 1B	Found in broad-leafed upland forest, lower montane coniferous forest, and meadows at elevations between 4,920 and 6,905 feet. Blooms May-June.	**Absent.** The study area is well below the elevational range of this species.
Bolander's woodreed (*Cinna bolanderi*)	CRPR 1B	Found in meadows and seeps in upper montane coniferous forest at elevations between 5,480 and 8,005 feet. Blooms July-September.	**Absent.** The study area is well below the elevational range of this species.
Tulare cryptantha (*Cryptantha incana*)	CRPR 1B	Occurs in gravelly or rocky areas of lower montane coniferous forest at elevations between 4,690 and 7,055 feet. Blooms June-August.	**Absent.** The study area is well below the elevational range of this species.
Unexpected larkspur (*Delphinium inopinum*)	CRPR 4.3	Occurs on open rocky ridgetops in red fir and western white pine forest at elevations between 6,200 and 9,200 feet. Blooms May-July.	**Absent.** The study area is well below the elevational range of this species.
Rose-flowered larkspur (*Delphinium purpusii*)	CRPR 1B	Found in chaparral and woodland habitats with rocky soils at elevations between 985 and 4,395 feet. Blooms April-May.	**Possible.** Woodland habitats within the study area's river corridor are potentially suitable for the rose-flowered larkspur. Populations of this species have been documented elsewhere in the foothills of Tulare and Kern Counties.
Recurved larkspur (*Delphinium recurvatum*)	CRPR 1B	Found in alkaline soils in chenopod scrub, grassland, and woodland habitats up to 2,590 feet in elevation. Blooms March-June.	**Absent.** The study area does not contain alkaline soils.
Calico monkeyflower (*Diplacus pictus*)	CRPR 1B	Found in foothill woodland habitats, often on bare ground around gooseberry bushes or around granite rock outcrops. Elevations between 450 and 4,100 feet; blooms March-May.	**Possible.** Woodland habitats within the study area's river corridor are potentially suitable for the calico monkeyflower. Gooseberry, a preferred plant associate, was noted in these areas at the time of the survey. Populations of this species have been documented elsewhere in the foothills of Tulare and Kern Counties.
Pierpoint Springs dudleya (*Dudleya cymosa* ssp. *costafolia*)	CRPR 1B	Occurs in chaparral and cismontane woodlands on carbonate soil at elevations between 4,710 and 5,250 feet. Blooms May-July	**Absent.** The study area is well below the elevational range of this species.
Tracy's eriastrum (*Eriastrum tracyi)*	CRPR 3.2	Grows in gravelly shale or clay, often in open areas, within chaparral, woodland, and grassland habitats at elevations between 1,035 and 5,840 feet. Blooms May-July.	**Unlikely.** The study area is at the upper limit of this species' elevational distribution and lacks suitable soils and microsite conditions.
Keil's daisy (*Erigeron inornatus* var. *keilii)*	CRPR 1B	Found in meadows and seeps within lower montane coniferous forest at elevations between 5,905 and 7,220 feet. Blooms June-September.	**Absent.** The study area is well below the elevational range of this species.

TABLE 1. LIST OF SPECIAL STATUS SPECIES THAT COULD OCCUR IN THE PROJECT VICINITY

PLANTS (cont'd)

CNPS-Listed Species

Species	Status	Habitat/Range	Occurrence on the Study Area
Spiny-sepaled button celery (*Eryngium spinosepalum*)	CRPR 1B	Occurs in vernal pools and swales within valley and foothill grasslands, at elevations between 260 and 3,200 feet. Blooms April-July.	**Absent.** Suitable habitat is absent from the study area.
Greenhorn fritillary (*Fritillaria brandegeei*)	CRPR 1B	Occurs in lower montane coniferous forest, generally on granitic soils, at elevations between 4,365 and 6,890 feet. Blooms April-June	**Absent.** The study area is well below the elevational range of this species.
Munz's iris (*Iris munzii*)	CRPR 1B	Found in woodland habitats with granitic moist sandy loam soil, often along streams, at elevations 1,100-2,400 feet. Blooms March-April.	**Possible.** The Munz's iris has previously been observed along the South Fork Tule River on or in the near vicinity of the study area. There is a 1965 CNDDB occurrence mapped to an approximately 2-mile-long reach of the river, the downstream limits of which are within study area boundaries. The study area's river corridor contains suitable habitats and soils for the Munz's iris and has the potential to support extant populations of this species.
Madera leptosiphon (*Leptosiphon serrulatus*)	CRPR 1B	Found on dry slopes, often on decomposed granite, in woodland and coniferous forest habitats between 1,000 and 4,300 feet in elevation. Blooms April-May.	**Unlikely.** The study area lacks microsite conditions favorable for this species. All known records of the Madera leptosiphon from the last 50 years are located well north of the study area in Fresno and Madera Counties (CDFW 2026a, iNaturalist 2026).
Shining navarretia (*Navarretia nigelliformis* ssp. *radians*)	CRPR 1B	Found in woodland and grassland habitats, sometimes in clay soils. Elevation 215-3,300 feet; blooms May-July.	**Unlikely.** The study area contains potentially suitable habitat for the shining navarretia. However, only one population of this species is known from Tulare County, documented near Lake Success in 2016 (CDFW 2026a). All other known populations are in the coast ranges or the Central Valley north of Fresno County (CDFW 2026a, iNaturalist 2026).
Chaparral ragwort (*Senecio aphanactis*)	CRPR 2B	Found in chaparral, woodland, and coastal scrub habitats, often in association with drying alkaline flats, at elevations up to 2,600 feet. Blooms January-April.	**Unlikely.** The study area lacks microsite conditions favorable for the chaparral ragwort. There is only one known record of this species in Tulare County, documented near Lake Success in 1982 (CDFW 2026a). All other known populations are in the coast ranges (CDFW 2026a, iNaturalist 2026).
Grey-leaved violet (*Viola pinetorum ssp. grisea*)	CRPR 2B	Found on dry mountain peaks and slopes at elevations between 4,920 and 11,155 feet. Blooms April-July.	**Absent.** The study area is well below the elevational range of this species.

TABLE 1. LIST OF SPECIAL STATUS SPECIES THAT COULD OCCUR IN THE PROJECT VICINITY

ANIMALS (cont'd)

Species Listed as Threatened or Endangered under the State and/or Federal Endangered Species Act

Species	Status	Habitat/Range	Occurrence on the Study Area
Monarch butterfly (*Danaus plexippus*)	FPT	Overwinters in coastal California and Baja California and breeds throughout California in the spring and summer along its annual migration north and east. The adult monarch lays its eggs on obligate milkweed (*Asclepias* spp.) host plants, which the resultant larvae feed on before pupating and emerging as adults to continue the migratory journey. In addition to milkweed, this species requires abundant nectar resources to nourish migrating adults, and trees for roosting during migratory stopovers.	**Possible.** The study area's river corridor and rural residential properties contain nectar resources and trees suitable for monarch foraging and roosting, respectively. No milkweed was observed on site during LOA's survey; however, the survey was conducted prior to typical springtime milkweed emergence and did not provide full visual coverage of the study area. If the study area contains milkweed, then it could support monarch reproduction in addition to foraging and roosting.
Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*)	FT	Found in blue elderberry shrubs at elevations up to 3,000 feet. This species' range does not include Tulare, Kern, or Kings Counties.	**Absent.** The site is outside the range of this species.
Crotch's bumble bee (*Bombus crotchii*)	CCE	Inhabits open grassland and scrub habitats of the southern 2/3 of California. Historically in, but largely extirpated from, the Central Valley. Constructs nests underground in animal burrows. Overwintering sites are likely in soft soils or in debris or leaf litter. Forages on flowering plants of the Fabaceae, Apocynaceae, Asteraceae, Lamiaceae, Hydrophyllaceae, Asclepiadaceae, and Boraginaceae families	**Possible**. The study area's river corridor and rural residential properties contain potential foraging, nesting, and overwintering habitat for the Crotch's bumble bee. There are a number of modern occurrences of this species in the Tulare County foothills, including a 2023 record approximately 2.5 miles east of study area boundaries along Rocky Creek (CDFW 2026a, iNaturalist 2026).
Western spadefoot (*Spea hammondii*)	FPT, CSC	Occurs in grasslands of San Joaquin Valley, where it breeds in vernal pools or other seasonal wetlands and aestivates in underground refugia such as rodent burrows. Baumberger et al. (2019) recorded a maximum distance of around 860 feet between breeding and aestivation sites.	**Absent.** Suitable breeding habitat is absent from the study area and surrounding lands within a distance that would allow this species to access the site.
Foothill yellow-legged frog - south Sierra DPS (*Rana boylii pop. 5*)	FE, CSC	Found in streams and rivers with a rocky substrate and open, sunny banks, most commonly below 4,500 feet in elevation. Although it is most often associated with perennial waters, it may sometimes be found in isolated pools in ephemeral or intermittent streams. May use riparian and other moist terrestrial habitats in close proximity to streams.	**Unlikely.** Although the study area's riverine and riparian habitats are potentially suitable for the foothill yellow-legged frog, LOA is not aware of any documented populations of this species in the South Fork Tule River watershed (CDFW 2026a, iNaturalist 2026). Of the 12 CNDDB occurrence records within 15 miles of study area boundaries, all but one are considered extirpated. The remaining record is from 2004 and describes a population in the North Fork Tule River, approximately 11 miles north of study area boundaries (CDFW 2026a).

TABLE 1. LIST OF SPECIAL STATUS SPECIES THAT COULD OCCUR IN THE PROJECT VICINITY

ANIMALS (cont'd)

Species Listed as Threatened or Endangered under the State and/or Federal Endangered Species Act

Species	Status	Habitat/Range	Occurrence on the Study Area
Southern mountain yellow-legged frog (*Rana muscosa*)	FE, CE	Inhabits streams in ponderosa pine, montane hardwood-conifer, and montane riparian habitats at elevations from 4,500 to over 12,000 feet in the Sierra Nevada.	**Absent.** The study area is well below the elevational distribution of this species.
Western pond turtle (*Actinemys marmorata*)	FPT, CSC	Occurs in ponds, lakes, rivers, creeks, marshes, and irrigation ditches with abundant vegetation, within woodland, forest, and grassland habitats. Logs, rocks, cattail mats, and exposed banks may be used for basking. Nesting takes place in open areas, on a variety of soil types, and up to ¼ mile away from water. May overwinter underwater or in woodland habitats, where they bury themselves in loose soil or take shelter in ground squirrel burrows.	**Possible.** The South Fork Tule River within the study area provides suitable aquatic habitat for this species. Turtles may nest in open areas of the adjoining woodlands and residential properties, and may overwinter in undeveloped portions of the site. Pond turtles have been documented within the South Fork Tule River in the past; the CNDDB lists a 1988 occurrence that encompasses the river's full reach through the Reservation, including the study area (CDFW 2026a). Extant pond turtle populations are known from Rocky Creek, a tributary to the South Fork Tule River located several miles upstream of study area boundaries (LOA pers. obs.).
California condor (*Gymnogyps californianus*)	FE, CE, CFP	Found in vast expanses of open savannah, grasslands, and foothill chaparral in mountain ranges of moderate altitude. Primarily a cavity-nesting species, condors lay their eggs in rock crevices and potholes, on overhung cliff ledges, and in burned-out hollows of old-growth conifers. This species is an obligate scavenger, reliant on sources of carrion in open habitats that permit visibility and easy approach. Condors communally roost in rocky outcrops and tall trees or snags with a high degree of peripheral visibility and unobstructed space for take-off. Condors in the project vicinity are from the southern California flock, most recently estimated at 101 free-flying individuals (USFWS 2024).	**Unlikely.** While condors from the southern California flock are frequently detected in the Reservation's grassland and woodland habitats (USFWS 2020), they are unlikely to be attracted to the study area itself. The study area is located in the most densely populated area of the Reservation, with considerable development and high levels of ambient disturbance. It lacks open areas with reliable sources of carrion for foraging and does not contain trees or snags with structural characteristics conducive to roosting. Nesting habitat is also absent.
Tricolored blackbird (*Agelaius tricolor*)	CT, CSC	Nests colonially near fresh water in dense cattails or tules, large patches of Himalayan blackberry (*Rubus armeniacus*), or thickets of willows or shrubs. In the San Joaquin Valley, has increasingly been documented nesting in grain fields. Forages in grassland and cropland areas.	**Unlikely.** This study area is characterized by tree-dominated habitats and developed areas, neither of which reflect the use patterns of this open country species. The study area does not contain favorable microsite conditions for nesting and lacks suitable foraging habitat.

TABLE 1. LIST OF SPECIAL STATUS SPECIES THAT COULD OCCUR IN THE PROJECT VICINITY

ANIMALS (cont'd)

Species Listed as Threatened or Endangered under the State and/or Federal Endangered Species Act

Species	Status	Habitat/Range	Occurrence on the Study Area
Wolverine (*Gulo gulo*)	CT, CFP	Occurs primarily in mixed and red fir and subalpine and wet meadow habitats at high elevations. Requires huge tracts of land for its extensive home range movements.	**Absent.** The study area is well below the elevational range of this species. Moreover, modern wolverine detections in California appear limited to just two individuals: one sighted in the Lake Tahoe area between 2008 and 2018, and another in Yosemite National Park and the Inyo National Forest in the spring of 2023.
Fisher – southern Sierra Nevada ESU (*Pekania pennanti pop. 2*)	FE, CT	Found in intermediate to large-tree stages of coniferous forests and deciduous-riparian areas with high percent canopy closure, typically between 4,500 and 7,000 feet in elevation. Near the southern limits of the population, where the Tule River Reservation is located, fishers are most common between 6,000 and 7,000 feet. Uses cavities, snags, logs and rocky areas for cover and denning.	**Absent.** The study area does not contain habitat for this species and is well below its elevational range.
San Joaquin Kit Fox (*Vulpes macrotis mutica*)	FE, CT	Frequents desert alkali scrub and annual grasslands and may forage in adjacent agricultural habitats. Utilizes enlarged (6 to 10 inches in diameter) ground squirrel burrows as denning habitat. May become adapted to urban areas, as has occurred in Bakersfield, Coalinga, and Taft (Cypher et al. 2012).	**Absent.** The study area lacks suitable habitat for this species and is outside of its known distribution. The closest CNDDB occurrences, historic or modern, are located more than 10 miles from study area boundaries at the eastern margin of the San Joaquin Valley (CDFW 2026a).

California Species of Special Concern

Northern California legless lizard (*Aniella pulchra*)	CSC	Occurs in sparsely vegetated areas of beach dunes, chaparral, pine-oak woodlands, desert scrub, sandy washes, and stream terraces with sycamores, cottonwoods, or oaks. Requires warm, loose soil with high moisture content.	**Possible.** The study area's river corridor provides suitable habitat for the northern California legless lizard. LOA is not aware of this species having been documented on the Reservation, but there are several occurrence records elsewhere in eastern Tulare County, including a 2017 detection along the mainstem Tule River near Springville (CDFW 2026a).
Black swift (*Cypseloides niger*)	CSC	This breeding migrant to California nests in only a few location types: behind or beside waterfalls, on cliffs near water, and in sea caves. Forages primarily on flying ants, sometimes at great distances from nesting locales. Winters in South America.	**Possible.** This species may forage in flight over the study area from time to time, but nesting habitat is absent from the study area and surrounding lands.

TABLE 1. LIST OF SPECIAL STATUS SPECIES THAT COULD OCCUR IN THE PROJECT VICINITY

ANIMALS (cont'd)

California Species of Special Concern

Species	Status	Habitat/Range	Occurrence on the Study Area
Pallid bat (*Antrozous pallidus*)	CSC	Found in grasslands, chaparral, and woodlands, where it feeds on ground- and vegetation-dwelling arthropods, and occasionally takes insects in flight. Prefers to roost in rock crevices, but many also use tree cavities, caves, bridges, and buildings.	**Possible.** The study area contains potential roosting habitat for the pallid bat in its buildings and mature trees. Pallid bats may forage in the site's woodlands.
Townsend's big-eared bat (*Corynorhinus townsendii*)	CSC	Forages over mesic habitats such as watercourses and riparian habitats. Roosts in the open, hanging from walls and ceilings of caves, tunnels, bridges, and sometimes buildings. Extremely sensitive to huma disturbance.	**Possible.** The study area contains potential roosting habitat for the Townsend's big-eared bat in residential outbuildings and other lightly-used structures. Individuals of this species may forage over the study area's woodlands.
Western mastiff bat (*Eumops perotis californicus*)	CSC	Forages over dry washes, flood plains, chaparral, oak woodland, open ponderosa pine forest, grassland, and agricultural areas. Roosts in crevices in cliff faces, high buildings, and tunnels.	**Possible.** The study area does not contain features likely to support roosting by the western mastiff bat, but individuals of this species may forage over the site from time to time.
Sierra marten (*Martes caurina sierrae*)	CSC	Found in high-elevation forests with dense canopy cover and large amounts of coarse woody debris on the forest floor. Individuals of this species are occasionally detected at elevations as low as 4,000 feet, but their typical elevational distribution is above 7,000 feet (CDFW 2026a, Grinnell et al. 1937).	**Absent.** The study area is well below this species' elevational range and suitable habitat is absent.

OCCURRENCE TERMINOLOGY

Present: Species observed on the site at time of field surveys or during recent past.
Likely: Species not observed on the site, but it may reasonably be expected to occur there on a regular basis.
Possible: Species not observed on the site, but it could occur there from time to time.
Unlikely: Species not observed on the site, and would not be expected to occur there except, perhaps, as a transient.
Absent: Species not observed on the site and precluded from occurring there because habitat requirements not met.

STATUS CODES

FE	Federally Endangered	CE	California Endangered
FT	Federally Threatened	CT	California Threatened
FPE	Federally Endangered (Proposed)	CFP	California Fully Protected
FPT	Federally Threatened (Proposed)	CSC	California Species of Special Concern
FC	Federal Candidate	CC	California Candidate

CRPR	California Rare Plant Ranks		
1A	Plants Presumed Extinct in California	0.1	Seriously Threatened in California
1B	Plants Rare, Threatened, or Endangered in California and elsewhere	0.2	Moderately Threatened in California
		0.3	Not Very Threatened in California
2	Plants Rare, Threatened, or Endangered in California, but more common elsewhere		

2.5 JURISDICTIONAL WATERS

In the State of California, jurisdictional waters typically refer to aquatic features subject to the regulatory authority of the USACE and/or state agencies such as the California Department of Fish and Wildlife (CDFW) and Regional Water Quality Control Board (RWQCB). However, on tribal trust lands such as the Tule River Reservation, it is typically only federal jurisdiction that applies. Federally jurisdictional waters, or Waters of the U.S., are presently defined as "relatively permanent, standing or continuously flowing bodies of water" including rivers, creeks, lakes, oceans, and wetlands that directly adjoin these features. The South Fork Tule River within the study area is presumed to be a Water of the U.S. subject to regulation by the USACE and Environmental Protection Agency (EPA) under the Clean Water Act of 1972.

2.6 DESIGNATED CRITICAL HABITAT

As will be discussed further in Section 3.0, the USFWS often designates areas of "critical habitat" when it lists species as threatened or endangered. Critical habitat is a specific geographic area(s) that contains features essential for the conservation of a threatened or endangered species and that may require special management and protection.

Designated critical habitat is absent from the study area and surrounding lands.

2.7 SENSITIVE NATURAL COMMUNITIES

California contains a wide range of natural communities, or unique assemblages of plants and animals. These communities have largely been classified and mapped by CDFW as part of their Vegetation Classification and Mapping Program (VegCAMP). Natural communities are assigned state and global ranks according to their rarity and the magnitude and trend of the threats they face. Any natural community with a state rank of 3 or lower (on a 1 to 5 scale) is considered "sensitive" and must be considered in CEQA review.

The study area contains well-developed riparian woodland habitat supporting a diversity of native trees and shrubs. The site's woodlands are dominated by California sycamore, and have been assigned a vegetation alliance of California sycamore-coast live oak in VegCAMP mapping

(CDFW 2026b). This alliance has a state rank of 3, meaning it is considered to be a sensitive natural community.

2.8 WILDLIFE MOVEMENT CORRIDORS

Wildlife movement corridors are routes that animals regularly and predictably follow during seasonal migration, dispersal from native ranges, daily travel within home ranges, and inter-population movements. Movement corridors in California are typically associated with valleys, ridgelines, and rivers and creeks supporting riparian vegetation. Certain features of the project area have the potential to function as movement corridors for resident and migratory fish and wildlife species.

The riparian woodland associated with the South Fork Tule River is expected to function as a regionally important wildlife movement corridor.

3.0 RELEVANT GOALS, POLICIES, AND LAWS

3.1 CALIFORNIA ENVIRONMENTAL QUALITY ACT

In California, any project carried out or approved by a public agency that will result in a direct or reasonably foreseeable indirect physical change in the environment must comply with CEQA. The purpose of CEQA is to ensure that a project's potential impacts on the environment are evaluated and methods for avoiding or reducing these impacts are considered before the project is allowed to move forward. A secondary aim of CEQA is to provide justification to the public for the approval of any projects involving significant impacts on the environment.

According to Section 15382 of the CEQA Guidelines, a significant effect on the environment means a "substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project, including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic interest." Although the lead agency may set its own CEQA significance thresholds, project impacts to biological resources are generally considered to be significant if they would meet any of the following criteria established in Appendix G of the CEQA Guidelines:

- Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by CDFW or USFWS.
- Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by CDFW or USFWS.
- Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.
- Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.
- Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.

- Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

Furthermore, CEQA Guidelines Section 15065(a) requires the lead agency to make "mandatory findings of significance" if there is substantial evidence that a project may:

- Substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or substantially reduce the number or restrict the range of an endangered, rare or threatened species.

- Achieve short-term environmental goals to the detriment of long-term environmental goals.

- Produce environmental effects that are individually limited but cumulatively considerable, meaning that the incremental effects of the project are significant when viewed in connection with the effects of past projects, other current projects, and probable future projects.

3.2 NATIONAL ENVIRONMENTAL POLICY ACT

Projects that are proposed, funded, or authorized by federal agencies are generally subject to the provisions of NEPA. Signed into law in 1970 and amended most recently by the Fiscal Responsibility Act of 2023, NEPA requires federal agencies to evaluate the environmental effects of their proposed actions prior to making decisions. Agencies must utilize systematic, interdisciplinary approach that includes the review of technically and economically feasible alternatives to the proposed action, and must ensure professional and scientific integrity in the environmental documents they prepare.

The level of NEPA review that is required is related to a project's potential to cause "significant" environmental effects. Projects with reasonably foreseeable significant effects on the quality of the human environment require an Environmental Impact Statement (EIS). Among other elements, an EIS requires detailed analyses of the project's environmental effects, development and study of a reasonable range of alternatives to the proposed action, and consideration of public comments received during the scoping process. Projects that do not have reasonably foreseeable significant effects on the quality of the human environment, and projects for which the significance of such effects is unknown, may meet their NEPA obligations with the

preparation of an Environmental Assessment (EA). An EA is a concise public document that either provides the basis for a federal agency's finding of no significant impact or culminates in a determination that an EIS is necessary.

3.3 STATE AND FEDERAL ENDANGERED SPECIES ACTS

In California, imperiled plants and animals may be afforded special legal protections under the California Endangered Species Act (CESA) and/or Federal Endangered Species Act (FESA). Species may be listed as "threatened" or "endangered" under one or both Acts, and/or as "rare" under CESA. Under both Acts, "endangered" means a species is in danger of extinction throughout all or a significant portion of its range, and "threatened" means a species is likely to become endangered within the foreseeable future. Under CESA, "rare" means a species may become endangered if their present environment worsens. Both Acts prohibit "take" of listed species, defined under CESA as "to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture or kill" (California Fish and Game Code, Section 86), and more broadly defined under FESA to include "harm" (16 USC, Section 1532(19), 50 CFR, Section 17.3).

3.4 MIGRATORY BIRD TREATY ACT

The Migratory Bird Treaty Act (MBTA: 16 USC 703-712) prohibits killing, possessing, or trading in any bird species covered in one of four international conventions to which the United States is a party, except in accordance with regulations prescribed by the Secretary of the Interior. The name of the act is misleading, as it actually covers almost all birds native to the United States, even those that are non-migratory. The MBTA encompasses whole birds, parts of birds, and bird nests and eggs.

3.5 HABITAT CONSERVATION PLANS AND NATURAL COMMUNITY CONSERVATION PLANS

Section 10 of the federal Endangered Species Act establishes a process by which non-federal projects can obtain authorization to incidentally take listed species, provided take is minimized and thoroughly mitigated. A Habitat Conservation Plan (HCP), developed by the project applicant in collaboration with the USFWS and/or NMFS, ensures that such minimization and

mitigation will occur, and is a prerequisite to the issuance of a federal incidental take permit. Similarly, a Natural Community Conservation Plan (NCCP), developed by the project applicant in collaboration with CDFW, provides for the conservation of biodiversity within a project area, and permits limited incidental take of state-listed species.

3.6 CLEAN WATER ACT

Section 404 of the federal Clean Water Act (CWA) regulates the discharge of dredged or fill material into "navigable waters" (33 U.S.C. §1344), defined in the CWA as "the waters of the United States, including the territorial seas" (33 U.S.C. §1362(7)). The CWA does not supply a definition for waters of the U.S., and that has been the subject of considerable debate since the CWA's passage in 1972. A variety of regulatory definitions have been promulgated by the two federal agencies responsible for implementing the CWA, the Environmental Protection Agency (EPA) and USACE. These definitions have been interpreted, and in some cases, invalidated, by federal courts.

Waters of the U.S. are presently defined by the EPA and USACE's joint 2023 Revised Definition of 'Waters of the U.S.' Rule (2023 WOTUS Rule), issued in January 2023 and amended in August 2023. Generally speaking, waters of the U.S. include:

- Waters which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide
- The territorial seas
- Interstate waters
- Impoundments of waters otherwise defined as waters of the United States
- Tributaries to other waters of the U.S. that are relatively permanent, standing or continuously flowing bodies of water
- Wetlands adjacent to other waters of the U.S. that have a continuous surface connection to those waters

The 2023 WOTUS Rule also defines a number of exclusions from the definition of waters of the U.S., many of which are longstanding exclusions from earlier regulatory regimes. These generally include:

- Waste treatment systems
- Prior converted cropland
- Ditches excavated wholly in and draining only dry land that do not carry a relatively permanent flow of water
- Certain artificial features, e.g. irrigation basins, swimming pools, borrow pits, and artificially irrigated areas
- Swales and erosional features characterized by low volume, infrequent, or short duration flow

Projects that will discharge dredge or fill material into waters of the U.S. must obtain Section 404 permit coverage from the USACE. Small-scale projects are often able to obtain coverage under one or more Nationwide Permits, while large-scale projects generally need to obtain Individual Permits. Section 404 permits typically require mitigation to ensure that there will be no net loss of wetland functions or values.

Projects that discharge pollutants into waters of the U.S., either from a localized “point source” or more general “nonpoint source,” must obtain a NPDES permit. On tribal lands, unless the Tribe has obtained “treated in a similar manner as a state” (TAS) status, the NPDES program and any associated permitting is administered by the EPA. NPDES permits cover a wide range of scenarios, from large-scale industrial or wastewater discharges to small-scale stormwater discharges from construction sites. Stormwater permit coverage is required for any project that will disturb one acre or more of land through earth-disturbing activities such as clearing, grading, excavating, and stockpiling. Most such projects can obtain blanket coverage under the EPA’s Construction General Permit (CGP).

Any federal permit or license for discharges into waters of the U.S. must be accompanied by a Section 401 Water Quality Certification (WQC) certifying that the project will comply with applicable water quality standards. For Tribes without TAS status, the EPA once again functions as the permitting authority. Where Tribes have adopted their own EPA-approved water quality



standards, the EPA applies those tribal standards to the WQC. Where Tribes do not have their own water quality standards, and where the affected waterbody flows into the adjacent state, the EPA typically applies that state's water quality standards to the WQC.

4.0 IMPACTS AND MITIGATIONS

This impact assessment assumes that a relatively small portion of the study area will be physically disturbed by the proposed project. Based on concept-level design, it appears that several disjunct areas will be affected, with a collective extent of up to 7 acres. Project impacts will be concentrated in developed areas of the Village Center. The river corridor will be affected only at the proposed locations of the two pedestrian bridges. It is conservatively assumed that up to 2 acres of combined riparian/aquatic habitat will be impacted from bridge construction, and that most of these impacts will be temporary. Some riparian tree and shrub removal will be necessary to accommodate bridge construction.

4.1 POTENTIALLY SIGNIFICANT PROJECT IMPACTS

4.1.1 Potential Project Impacts to Special Status Plant Species

Potential Impacts. Of the 24 regionally occurring special status plant species, three have some potential to occur in the study area. These are the rose-flowered larkspur (*Delphinium purpusii*), calico monkeyflower (*Diplacus pictus*) and Munz's iris (*Iris munzii*). Their potential occurrence on site is limited to the woodlands of the site's river corridor (see Figure 3). Two project components are proposed for this area: replacement of an existing pedestrian bridge and construction of a new pedestrian bridge. If individuals or populations of these species are found in the work areas for bridge construction, they may be damaged or destroyed by construction activities. This is considered a potentially significant impact of the project.

The remaining 21 regionally-occurring special status plant species have no appreciable potential to occur on site due to the absence of suitable habitat or soils, the site's being located outside of the species' distributions, or a combination thereof. Project impacts are less than significant for the 21 regionally-occurring plant species that are not expected to occur on site.

Mitigation. The following measures will be implemented to reduce the magnitude of potential project-related impacts to the rose-flowered larkspur, calico monkeyflower, and Munz's iris:

> ***Measure 4.1.1a (Protocol-level Surveys).*** Prior to the start of bridge construction, or any other project activity in the river corridor, protocol-level rare plant surveys will be

conducted within the associated work areas. The surveys will be conducted when local populations of the target species are in bloom, as determined through visits to reference populations and/or consultation with local botanists. The general blooming windows are April-May for the rose-flowered larkspur, March-May for the calico monkeyflower, and March-April for the Munz's iris.

Measure 4.1.1b (Avoidance). Any individuals or populations of the rose-flowered larkspur, calico monkeyflower, or Munz's iris found during the surveys will be avoided by project activities to the maximum extent feasible. A qualified biologist will identify an appropriate construction-free zone around populations to be avoided. Construction-free zones will be delineated on the ground with temporary construction fencing and maintained for the duration of project activities.

Mitigation Measure 4.1.1c (Salvage and Relocation). If it is not feasible to avoid some or all of any rose-flowered larkspur, calico monkeyflower, or Munz's iris individuals or populations found on site, those plants that cannot be avoided will be salvaged and relocated to alternative habitat by a qualified botanist following the provisions of a salvage, relocation, and monitoring plan. Alternative habitat must be in an area protected from herbicide application, excessive grazing, and other deleterious impacts.

Implementation of the above measures will reduce impacts to the rose-flowered larkspur, calico monkeyflower, and Munz's iris to a less-than-significant level.

4.1.2 Potential Project Impacts to the Monarch Butterfly

Potential Impacts. The monarch butterfly has the potential to forage, roost, and possibly breed along the study area's river corridor and in undeveloped portions of its rural residential properties. Two project components are proposed for such areas: replacement of an existing pedestrian bridge and construction of a new pedestrian bridge. All other project activities will take place in the Village Center, where monarchs have little potential to occur and no project-related impacts to this species are anticipated.

The potential for direct effects to monarchs is greatest during the spring and summer, when monarchs may breed in the project vicinity. Monarch eggs, larvae, and pupae would be particularly vulnerable to construction-related mortality, as these life stages are relatively immobile and unable to leave their milkweed host plants. Monarch adults are volant and would presumably have some ability to avoid construction disturbance while foraging or roosting on site.

The project may also indirectly affect monarchs through any construction-related loss of milkweed habitat that occurs. Loss of milkweed habitat has been cited as a major factor in monarch population declines (USFWS 2020). While project-related removal of milkweed plants would be minor, if it occurs at all, it would incrementally contribute to a habitat trend that is substantially affecting this species, and potential impacts associated with milkweed loss are therefore considered significant.

The project is not expected to adversely affect monarchs through loss of other plants that could be used for foraging by this species, or by loss of trees. Project-related vegetation removal will be localized and small-scale, and considerable alternative foraging and roosting habitat will remain available to monarchs following project implementation, both on- and off-site.

Mitigation. The following measures will be implemented to reduce the magnitude of potential project impacts to the monarch butterfly.

> ***Mitigation Measure 4.1.2a (Milkweed Survey).*** Prior to the start of bridge construction, a qualified biologist will survey the associated work areas for milkweed plants. The survey will be conducted at a time of year when milkweed is readily identifiable. The objective of the survey will be to tally and map all milkweed plants that could potentially be impacted by project activities.
>
> ***Mitigation Measure 4.1.2b (Construction Timing).*** If feasible, no milkweed plants will be removed during the period when monarchs are most likely to breed in the project vicinity, March to August.
>
> ***Mitigation Measure 4.1.2c (Compensatory Mitigation).*** Any milkweed plants that are removed by the project will be replaced at a 3:1 ratio in accordance with a revegetation plan prepared by a qualified biologist. The planting site(s) must be in similar or higher quality habitat to the habitat that was impacted, in area(s) that will not be mowed or treated with pesticides or herbicides.

Implementation of the above measures will reduce impacts to the monarch butterfly to a less-than-significant level.

4.1.3 Potential Project Impacts to the Crotch's Bumble Bee

Potential Impacts. The Crotch's bumble bee has the potential to forage, nest, and overwinter along the study area's river corridor and in undeveloped portions of its rural residential properties. Two project components are proposed for such areas: replacement of an existing

pedestrian bridge and construction of a new pedestrian bridge. All other project activities will take place in the Village Center, where habitat is absent and no impacts to the Crotch's bumble bee are anticipated.

If Crotch's bumble bees are present at the time of bridge construction, individual bees may be vulnerable to construction-related injury or mortality. This is of particular concern during nesting, as destruction of a single nest may result in the mortality of numerous adults and larvae. Construction-related destruction of Crotch's bumble bee nests would be considered a significant impact of the project.

The Crotch's bumble bee is not expected to be adversely affected by project-related loss of habitat. Habitat impacts associated with bridge construction will be localized and small-scale. Extensive habitat for this species will remain available elsewhere along the South Fork Tule River and on adjoining lands. Loss of habitat for the Crotch's bumble bee is not considered to be a significant impact of the project.

Mitigation. The following measures will be implemented to reduce the magnitude of potential project-related impacts to the Crotch's bumble bee:

> ***Mitigation Measure 4.1.3a (Construction Timing).*** If feasible, all bridge construction activities will take place between October and February, outside of the period in which Crotch's bumble bee nests are typically active.
>
> ***Mitigation Measure 4.1.3b (Preconstruction Surveys).*** If bridge construction must occur between March and September, then a qualified biologist will conduct preconstruction surveys for the Crotch's bumble bee within the associated work areas. To maximize detection, the surveys will be conducted on warm, sunny days (65-90 degrees F) when there is low wind (less than 8 mph).
>
> The surveys will be conducted by walking meandering transects through the work areas, while visually searching for bumble bees and potential nest sites. Any bumble bees that are observed will be followed and, if possible, photographed once they alight on a plant, highlighting the following features to aid identification:
>
> - Face, including cheek length
> - Top of the head
> - Banding on the abdomen
> - Color pattern on the thorax

At any burrows or other underground features that exhibit concentrated bumble bee activity, the surveyor will monitor activity to determine nesting status.

***Mitigation Measure 4.1.3c (Avoidance*).** Any suspected Crotch's bumble bee nests that are discovered during the surveys will be avoided by an appropriate setback during bridge construction activities, until the biologist determines the nest is no longer active.

Implementation of the above measures will reduce impacts to the Crotch's bumble bee to a less-than-significant level.

4.1.4 Potential Project Impacts to the Western Pond Turtle

Potential Impacts. Two project components are proposed in areas where western pond turtles may occur: replacement of an existing pedestrian bridge and construction of a new pedestrian bridge at locations along the South Fork Tule River. Turtles may be found in the river at these locations and may bask or overwinter in adjoining terrestrial habitats. Both locations are characterized by woodland habitat with high levels of canopy closure unconducive to nesting by this species.

If turtles are present at the time of bridge construction, individuals could be injured or killed by construction activities. This is considered to be a potentially significant impact of the project. All other project activities will take place in the Village Center, where habitat is absent and no impacts to the western pond turtle are anticipated.

The western pond turtle is not expected to be adversely affected by project-related loss of habitat. Habitat impacts associated with bridge construction will be localized and small-scale. Extensive habitat for this species will remain available elsewhere along the South Fork Tule River following project implementation. Loss of habitat for the western pond turtle is not considered to be a significant impact of the project.

Mitigation. The following measures would be implemented for the protection of western pond turtles:

***Mitigation Measure 4.1.4a* (*Preconstruction Surveys*).** Within 24 hours prior to the start of bridge construction at each location, a qualified biologist will conduct a preconstruction survey for western pond turtles in the associated work area.

***Mitigation Measure 4.1.4b* (*Relocation*).** The biologist will capture and relocate any turtles found within the work areas during the surveys. Turtles will be relocated to suitable alternative habitat within the river corridor, well outside of work area boundaries.

Mitigation Measure 4.1.4c (Employee Education Program). Prior to the start of bridge construction, workers will receive training on western pond turtle identification and life history and the project-specific measures required for this species' protection.

***Mitigation Measure 4.1.4d (Site Inspections and Turtle Avoidance/Relocation*).** During bridge construction, construction staff will regularly inspect the work area for western pond turtles. At a minimum, this will include (1) checking for turtles under and around any parked vehicles or equipment prior to their operation, (2) scanning the ground for turtles while operating vehicles or equipment, and (3) checking any open trenches or other excavations for trapped turtles at the beginning and end of each work day.

Mitigation Measure 4.1.4e (Avoidance). If any turtles are observed on site while work is occurring, work in the immediate area will cease and turtles will be allowed to leave the construction zone of their own volition, if feasible. If necessary, a qualified biologist will capture and relocate such turtles as described above under Mitigation Measure 4.1.4b.

Implementation of the above measures will reduce potential project-related impacts to the western pond turtle to a less-than-significant level.

4.1.5 Potential Project Impacts to the Northern California Legless Lizard

Potential Impacts. The northern California legless lizard has the potential to occur in the terrestrial habitats of the study area's river corridor. Two project components are proposed for such areas: replacement of an existing pedestrian bridge and construction of a new pedestrian bridge. If legless lizards are present at the time of these construction activities, individuals could be injured or killed. This is considered to be a potentially significant impact of the project. All other project activities will take place in the Village Center, where habitat is absent and no impacts to legless lizards are anticipated.

The northern California legless lizard is not expected to be adversely affected by project-related loss of habitat. Habitat impacts associated with bridge construction will be localized and small-scale. Extensive habitat for this species will remain available elsewhere along the South Fork Tule River following project implementation. Loss of habitat for the northern California legless lizard is not considered to be a significant impact of the project.

Mitigation. The following measures would be implemented for the protection of the northern California legless lizard:

> ***Mitigation Measure 4.1.5a* (*Preconstruction Surveys*).** Within 24 hours prior to the start of bridge construction at each location, a qualified biologist will conduct a preconstruction survey for northern California legless lizard in the associated work area. The survey will entail visually searching all terrestrial habitats of the work areas and will include gently raking leaf litter and turning over rocks, logs, and other features that could serve as refugia for individuals of this species.
>
> ***Mitigation Measure 4.1.5b* (*Relocation*).** The biologist will capture and relocate any legless lizards found within the work areas during the surveys. Lizards will be relocated to suitable alternative habitat within the river corridor, outside of work area boundaries.

Implementation of the above measures will reduce potential project-related impacts to the northern California legless lizard to a less-than-significant level.

4.1.6 Potential Project Impacts to Nesting Birds and Raptors

Potential Impacts. The study area may be used for nesting by numerous birds and raptors protected by the Migratory Bird Treaty Act. If project construction takes place during the nesting season, birds nesting in active work areas could be injured or killed by construction activities or disturbed to a degree that their reproductive success could be compromised. Construction-related nest disturbance is also a possibility for nests located outside of work areas, but within visual or auditory range of construction activities. Construction-related mortality/disturbance of nesting birds and raptors is a potentially significant impact of the project.

Mitigation. To avoid and minimize the potential for construction-related mortality/disturbance of nesting birds and raptors, the following measures will be implemented:

> ***Measure 4.1.6a (Construction Timing).*** If feasible, the project will be constructed between September 1 and January 31, outside of the avian nesting season.
>
> ***Measure 4.1.6b (Preconstruction Surveys*).** If construction is to occur between February 1 and August 31, a qualified biologist will conduct pre-construction surveys for active bird nests within 10 days prior to the start of any work within this period. The survey area will encompass the work area(s) and surrounding lands within 500 feet for nesting raptors and 250 feet for other nesting birds.

***Measure 4.1.6c (Avoidance of Active Nests*).** Should any active nests be discovered in or near proposed construction zones, the biologist will identify a suitable construction-free buffer around the nest. The buffer distance will be determined based on species biology, site-specific conditions, and the level of project-related disturbance that is anticipated near the nest(s) in question. Buffers will be identified on the ground with flagging or fencing and will be maintained until the biologist has determined that the young have fledged and are capable of foraging independently.

Implementation of the above measures will reduce project impacts to nesting birds and raptors to a less-than-significant level and facilitate compliance with the Migratory Bird Treaty Act.

4.1.7 Potential Project Impacts to Tree-roosting Bats including Pallid Bat

Potential Impacts. The study area's buildings and mature trees have the potential to support roosting by various bat species. The project will not remove or otherwise impact buildings, and no project-related impacts to any bats roosting in the site's buildings are expected. Some amount of tree removal will likely be needed to accommodate the proposed pedestrian bridge replacement and construction activities in the river corridor, introducing the potential for construction-related injury or mortality to tree-roosting bats, possibly including the pallid bat (*Antrozous pallidus*), a California Species of Special Concern. Construction-related injury or mortality of the pallid bat and other tree-roosting bats is a potentially significant impact of the project.

The pallid bat is not expected to be adversely affected by project-related loss of habitat. Although a few potential roost trees may be removed, numerous similar trees will remain available elsewhere along the river corridor, both on-site and off-site. The study area's foraging value for this species will remain virtually unchanged. Any pallid bats that presently forage on site would be expected to continue to do so following project development. Loss of habitat for the pallid bat is not considered to be a significant impact of the project.

Mitigation. The following measures will be implemented for the protection of tree-roosting bats including the pallid bat.

***Mitigation 4.1.7a* (*Construction Timing*).** If feasible, project-related tree removal will occur outside of the period between April 15 and September 30. This is the time frame within which colony-roosting bats in the vicinity generally assemble, give birth, nurse their young, and ultimately disperse.

***Mitigation 4.1.7b* (*Pre-construction Surveys*).** Within 10 days prior to the removal of any mature trees, a qualified biologist will survey these features for roosting bats. The biologist will look for individuals, guano, and staining, and will listen for bat vocalizations. If necessary, the biologist will wait for nighttime emergence of bats from roost sites.

***Mitigation 4.1.7c* (*Avoidance of Maternity Roosts*).** Should any active maternity bat roosts be discovered, the biologist will identify a suitable construction-free buffer around the roost(s). The buffer will be identified on the ground with flagging or fencing, and will be maintained until the biologist has determined that the nursery is no longer active.

***Mitigation 4.1.7d* (*Humane Eviction of Non-breeding Bats*).** If a non-breeding bat colony is found, the individuals will be humanely evicted, under the direction of a qualified biologist, to ensure that bats are not physically harmed by tree removal.

Implementation of the above measures will reduce potential construction-related impacts to roosting bats including the pallid bat to a less-than-significant level.

4.1.8 Potential Project Impacts to Sensitive Natural Communities

Potential Impacts. As discussed, the study area contains a vegetation alliance classified by the VegCAMP system as a sensitive natural community, California sycamore-coast live oak (CDFW 2026b). Broadly, this community corresponds to the river corridor habitat type identified in this report (see Figure 3). Two project components are proposed for the river corridor: replacement of an existing pedestrian bridge and construction of a new pedestrian bridge. These project components may temporarily disturb an area of up to 2 acres, with permanent impacts limited to the bridges themselves. Some amount of riparian tree and shrub removal will be needed to accommodate bridge construction. Loss of riparian trees and shrubs, even if minor, will contribute to degradation of a sensitive natural community and is considered a potentially significant impact of the project.

Mitigation. The following measures will be implemented to mitigate any impacts to riparian trees and shrubs.

Mitigation Measure 4.1.8a (Tree Survey). Prior to project construction, a qualified biologist will survey all portions of the river corridor that are proposed for direct impact. All trees and shrubs within these areas will be identified to species and mapped, and their diameter at breast height (DBH) will be recorded. At the end of construction, a qualified biologist will repeat the survey to quantify the tree and shrub removal that occurred.

Mitigation Measure 4.1.8b (Replacement Plantings). Replacement plantings will be provided as compensation for removal of any riparian trees or shrubs with a DBH of 4 inches or greater. Plantings will be installed at a ratio of 3:1 for impacted trees/shrubs with a DBH between 4 and 24 inches, and at a ratio of 10:1 for impacted trees with a DBH greater than 24 inches. All plantings will be monitored annually for a minimum of five years. A revegetation plan will be prepared for the project that will detail the methods for planting, irrigating, and maintaining the replacement trees and shrubs.

Implementation of these measures will reduce potential project impacts to sensitive natural communities to a less-than-significant level.

4.2 LESS THAN SIGNIFICANT PROJECT IMPACTS

4.2.1 Project Impacts to Special Status Animal Species that Would Use Work Areas for Foraging Only

Potential Impacts. Of the 18 special status animal species potentially occurring in the regional vicinity, three may forage in or over areas planned for project-related disturbance, but would not utilize these areas for sensitive activities such as breeding or communally roosting (see Table 2). These species are the black swift (*Cypseloides niger*), Townsend's big-eared bat (*Corynorhinus townsendii*), and western mastiff bat (*Eumops perotis californicus*). All three species forage on the wing and are highly mobile during this activity, such that they would not be at risk of construction-related injury or mortality. Note that while the Townsend's big-eared bat has some potential to roost in lightly-used buildings of the study area, no buildings are proposed for impact under current project design; therefore, no impacts to roosting Townsend's big-eared bats are anticipated.

The project would not adversely affect any of these species through loss of habitat. The study area's foraging value for aerial foragers would remain virtually unchanged. Any individuals of these species that presently forage on site would be expected to continue to do so following project development. Loss of habitat for the black swift, Townsend's big-eared bat, and western mastiff bat is not considered to be a significant impact of the project.

Mitigation. Mitigation is not warranted.

4.2.2 Project Impacts to Special Status Animal Species Absent from, or Unlikely to Occur within, the Study area

Potential Impacts. Of the 18 special status animal species that potentially occur in the general vicinity of the site, ten are considered absent or unlikely to occur within the study area due to the absence of suitable habitat and/or the study area's being situated outside of the species' known distribution (see Table 2). These are the valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), western spadefoot (*Spea hammondii*), foothill yellow-legged frog (*Rana boylii*), Southern mountain yellow-legged frog (*Rana muscosa*), California condor (*Gymnogyps californianus*), tricolored blackbird (*Agelaius tricolor*), wolverine (*Gulo gulo*), fisher (*Pekania pennanti*), San Joaquin kit fox (*Vulpes macrotis muitca*), and Sierra marten (*Martes caurina sierrae*). Because these species have no appreciable potential to occur on site, they are not expected to be affected by the project, directly or indirectly. Project impacts to these species are not considered to be significant.

Mitigation. Mitigation is not warranted.

4.2.3 Project Impacts to Waters of the U.S.

Potential Impacts. As discussed, the project includes improvements related to two pedestrian bridges over the South Fork Tule River. One of the bridges is currently existing but experienced damage during past flooding and will be replaced under the project. The other bridge is newly proposed and will interconnect Cow Mountain Road with the pedestrian corridor to the Justice Center. It is unknown, at present, whether either bridge will require the placement of structures or materials below the river's ordinary high water mark, which represents the typical extent of USACE jurisdiction. Any impacts that do occur within the jurisdictional area of the river would be extremely small-scale and are not expected to affect the function and value of this aquatic resource. Project impacts to waters of the U.S. are not considered to be significant. However, depending on bridge design, permits from the USACE and EPA may be required.

Mitigation. Mitigation is not warranted.

4.2.4 Project Impacts to Designated Critical Habitat

Potential Impacts. The project does not contain or adjoin designated critical habitat. There will be no impact to such habitat.

Mitigation. Mitigation measures are not warranted.

4.2.5 Project Impacts to Wildlife Movement Corridors

Potential Impacts. The reach of the South Fork Tule River passing through the study area is likely to function as a regionally important wildlife movement corridor. As discussed, two project components are proposed within the river corridor: replacement of an existing pedestrian bridge and construction of a new pedestrian bridge. While bridge construction is occurring, there will be an elevated level of disturbance at these two locations, which may cause terrestrial wildlife to shift their movements away from the work areas. Following construction, disturbance levels at these locations will drop, but will remain somewhat above baseline due to the introduction of intermittent pedestrian traffic across the river corridor. The river corridor is 250 to 350 feet wide at the proposed bridge sites and contains substantial hiding cover, with opportunities for movement on either side of the channel. Although terrestrial wildlife moving along the river corridor may experience new anthropogenic disturbance as a result of bridge development, the project is not expected to significantly interfere with wildlife use of this corridor. Project impacts to wildlife movement corridors are not consider to be significant.

Mitigation. Mitigation is not warranted.

4.2.6 Local Policies and Ordinances, Habitat Conservation Plans, and Natural Community Conservation Plans

Potential Impacts. It is assumed that the project will be implemented in a manner consistent with any Tribal policies or ordinances that pertain to biological resources. No HCPs or NCCPs are in effect for the study area.

Mitigation. No mitigation is required.

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APPENDIX A: VASCULAR PLANTS OF THE STUDY AREA

APPENDIX A: VASCULAR PLANTS OF THE STUDY AREA

The plant species listed below were observed on the study area during surveys conducted by Live Oak Associates, Inc. on February 2, 2026. The wetland indicator status of each plant, derived from the USACE-administered National Wetland Plant List for the Arid West Region, has been shown following its common name if available.

OBL - Obligate
FACW - Facultative Wetland
FAC - Facultative
FACU - Facultative Upland
UPL - Upland

ARECACEAE – Palm Family		
Washingtonia robusta	Mexican Fan Palm	FACW
ANACARDIACEAE – Sumac Family		
Toxicodendron diversilobum	Poison Oak	FACU
APOCYNACEAE – Dogbane Family		
Nerium oleander	Oleander	UPL
ASPARAGACEAE – Asparagus Family		
Agave sp.	Agave	UPL
Dipterostemon capitatus	Blue Dicks	FACU
ASTERACEAE - Sunflower Family		
Agnorhiza elata	Hall's Mule's Ears	FAC
Artemisia douglasiana	California Mugwort	FAC
Baccharis salicifolia	Mule Fat	FAC
Senecio vulgaris	Groundsel	FACU
Silybum marianum	Milk thistle	UPL
Xanthium strumarium	Rough Cocklebur	FAC
BORAGINACEAE – Borage Family		
Amsinckia sp.	Fiddleneck	FACU
BRASSICACEAE – Mustard Family		
Capsella bursa-pastoris	Shepherd's Purse	FACU
BUXACEAE - Box Family		
Buxus sp.	Boxwood	UPL
CACTACEAE - Cactus Family		
Opuntia sp.	Prickly Pear	UPL
CAPRIFOLIACEAE - Honeysuckle Family		
Lonicera hispidula	Pink Honeysuckle	FACU
CARYPHYLLACEAE – Carnation Family		
Claytonia perfoliata	Miner's Lettuce	FAC
Stellaria media	Chickweed	FACU
Tamarix sp.	Tamarisk	FAC
CUCURBITACEAE – Cucumber Family		
Marah horridus	Sierra Man-root	

CUPRESSACEAE – Cypress Family		
Sequoia sempervirens	California Redwood	UPL
CYPERACEAE – Sedge Family		
Cyperus eragrostis	Tall Flat-sedge	FACW
EUPHORBIACEAE - Spurge Family		
Ricinus communis	Castor Bean	FACU
FABACEAE - Legume Family		
Cercis occidentalis	California Redbud	UPL
Retama sphaerocarpa	Yellow Bridal Broom	
FAGACEAE - Oak Family		
Quercus douglasii	Blue oak	UPL
Quercus wislizeni	Interior Live Oak	UPL
GERANIACEAE – Geranium Family		
Erodium botrys	Big Stork Bill	FACU
GROSSULARIACEAE – Gooseberry Family		
Ribes quercetorum	Foothill Gooseberry	UPL
HYDROPHYLLACEAE – Waterleaf Family		
Phacelia tanacetifolia	Lacy Phacelia	UPL
Pholistoma auritum	Fiesta Flower	UPL
JUGLANDACEAE – Walnut Family		
Juglans hindsii	Northern California Walnut	FAC
LAMIACEAE – Mint Family		
Lavendula sp.	Lavender	UPL
Stachys albens	Cobwebby Hedgenettle	OBL
LAURACEAE – Laurel Family		
Umbellularia californica	California Bay Laurel	FAC
MALVACEAE – Mallow Family		
Malva parviflora	Cheeseweed	UPL
MORACEAE – Fig Family		
Morus alba	White Mulberry	FACU
MRYTACEAE – Myrtle Family		
Eucalyptus camaldulensis	Red Gum Eucalyptus	FAC
Eucalyptus globulus	Blue Gum Eucalyptus	
OLEACEAE – Olive Family		
Fraxinus dipetala	California Ash	UPL
Fraxinus latifolia	Oregon Ash	FACW
OROBANCHACEAE – Broomrape Family		
Castilleja sp.	Owl Clover	
PINACEAE – Pine Family		
Pinus halepensis	Aleppo Pine	UPL
Pinus sabiniana	Foothill Pine	UPL
Pinus sp.	Ornamental Pine	UPL
PLANTACEAE – Plane Family		
Platanus racemosa	Western Sycamore	FAC
POACEAE – Grass Family		
Avena sp.	Wild Oats	UPL

Echinochloa crus-galli	Barnyard Grass	FACW
Hordeum marinum	Mediterranean Barley	FAC
Lolium multiflorum	Italian Ryegrass	FAC
Poa annua	Lawn Bluegrass	FAC
Sorghum halepense	Johnson Grass	FACU
POLYGANACEAE – Buckwheat Family		
Rumex crispus	Curly Dock	FAC
RHAMNACEAE – Buckthorn Family		
Ceanothus sp.	Lilac	
Frangula rubra	Sierra Coffeeberry	FAC
ROSACEAE – Rose Family		
Rubus ursinus	California Blackberry	FAC
RUBIACEAE – Bedstraw Family		
Galium aparine	Catchweed Bedstraw	FACU
RUTACEAE – Citrus Family		
Citrus x limon	Lemon	UPL
Citrus x sinensis	Orange	UPL
SALICACEAE – Willow Family		
Salix exigua	Narrowleaf Willow	FACW
Salix laevigata	Red Willow	FACW
SAPINDACEAE – Soap Berry Family		
Acer glabrum	Mountain Maple	FAC
Acer macrophyllum	Bigleaf Maple	FAC
URTICACEAE – Nettle Family		
Urtica dioica	Stinging Nettle	FAC
VITACEAE – Grape Family		
Vitis californica	California Wild Grape	FACU

APPENDIX B: TERRESTRIAL WILDLIFE THAT POTENTIALLY OCCUR IN THE STUDY AREA

APPENDIX B: TERRESTRIAL VERTEBRATE SPECIES THAT POTENTIALLY OCCUR IN THE STUDY AREA

The species listed below are those that may be expected to routinely and predictably use or pass through the study area during some or all of the year. An asterisk denotes a species observed on or immediately adjacent to the site during surveys conducted by LOA on February 2, 2026.

CLASS: AMPHIBIA
ORDER: CAUDATA (Salamanders)
FAMILY: PLETHODONTIDAE (Lungless Salamanders)
Ensatina (*Ensatina eschscholtzii*)
ORDER: ANURA (Frogs and Toads)
FAMILY: BUFONIDAE (True Toads)
Western Toad (*Bufo boreas*)
FAMILY: HYLIDAE (Treefrogs and Relatives)
Sierran Treefrog (*Pseudacris sierra*)

CLASS: REPTILIA
ORDER: TESTUDINES (Turtles)
FAMILY: EMYDIDAE (Box and Water Turtles)
Western Pond Turtle (*Actinemys marmorata*)
ORDER: SQUAMATA (Lizards and Snakes)
SUBORDER: SAURIA (Lizards)
FAMILY: IGUANIDAE (Iguanids)
Western Fence Lizard (*Sceloporus occidentalis*)
FAMILY: SCINCIDAE (Skinks)
Gilbert Skink (*Eumeces gilberti*)
FAMILY: ANGUIDAE (Alligator Lizards and Relatives)
Southern Alligator Lizard (*Gerrhonotus multicarinatus*)
SUBORDER: SERPENTES (Snakes)
FAMILY: BOIDAE (Boas)
Rubber Boa (*Charina bottae*)
FAMILY: COLUBRIDAE (Colubrids)
Ring-necked Snake (*Diadophis punctatus*)
Racer (*Coluber constrictor*)
Striped Racer (*Masticophis flagellum*)
Gopher Snake (*Pituophis melanoleucus*)
Common Kingsnake (*Lampropeltis getulus*)
Sierra Gartersnake (*Thamnophis couchii*)
Mountain Gartersnake (*Thamnophis elegans elegans*)
Common Gartersnake (*Thamnophis sirtalis*)
Night Snake (*Hypsiglena torquata*)
FAMILY: VIPERIDAE
Western Rattlesnake (*Crotalus viridis*)

CLASS: AVES

ORDER: ANSERIFORMES (Ducks, Geese, and Swans)

FAMILY: ANATIDAE (Ducks, Geese, and Swans)

Canada Goose (*Branta Canadensis*)
*Mallard (*Anas platyrhynchos*)
Wood Duck (*Aix sponsa*)
Bufflehead (*Bucephala albeola*)
Ring-necked Duck (*Aythya collaris*)
Common Merganser (*Mergus merganser*)
Hooded Merganser (*Lophodytes cucullatus*)

ORDER: CICONIIFORMES (Herons, Storks, Ibises, and relatives)

FAMILY: ARDEIDAE (Herons and Bitterns)

Great Blue Heron (*Ardea herodias*)

ORDER: FALCONIFORMES (Vultures, Hawks, and Falcons)

FAMILY: CATHARTIDAE (American Vultures)

*Turkey Vulture (*Cathartes aura*)

FAMILY: ACCIPITRIDAE (Hawks, Old World Vultures, and Harriers)

Sharp-shinned Hawk (*Accipiter striatus*)
Cooper's Hawk (*Accipiter cooperi*)
Red-shouldered Hawk (*Buteo lineatus*)
*Red-tailed Hawk (*Buteo jamaicensis*)
Ferruginous Hawk (*Buteo regalis*)

FAMILY: FALCONIDAE (Caracaras and Falcons)

*American Kestrel (*Falco sparverius*)
Merlin (*Falco columbarius*)
Prairie Falcon (*Falco mexicanus*)

ORDER: GALLIFORMES (Megapodes, Currassows, Pheasants, and Relatives)

FAMILY: ODONTOPHORIDAE (New World Quail)

California Quail (*Callipepla californica*)

FAMILY: PHASIANIDAE (Grouse, Turkeys, and Old World Quail)

Wild Turkey (*Melegris gallopavo*)
*Domestic Chicken (*Gallus gallus domesticus*)

ORDER: COLUMBIFORMES (Pigeons and Doves)

FAMILY: COLUMBIDAE (Pigeons and Doves)

Band-tailed Pigeon (*Columba fasciata*)
*Mourning Dove (*Zenaida macroura*)

ORDER: CUCULIFORMES (Cuckoos and relatives)

FAMILY: CUCULIDAE (Typical Cuckoos)

Greater Roadrunner (*Geococcyx californianus*)

ORDER: STRIGIFORMES (Owls)

FAMILY: TYTONIDAE (Barn Owls)

Barn Owl (*Tyto alba*)

FAMILY: STRIGIDAE (Typical Owls)

Western Screech Owl (*Otus kennicottii*)
Great Horned Owl (*Bubo virginianus*)
Northern Pygmy-Owl (*Glaucidium gnoma*)

Northern Saw-whet Owl (*Aegolius acadicus*)

ORDER: CAPRIMULGIFORMES (Goatsuckers and Relatives)

FAMILY: CAPRIMULGIDAE (Goatsuckers)

Common Nighthawk (*Chordeiles minor*)

Common Poorwill (*Phalaenoptilus nuttalli*)

ORDER: APODIFORMES (Swifts and Hummingbirds)

FAMILY: TROCHILIDAE (Hummingbirds)

Black-chinned Hummingbird (*Archilochus alexandri*)

Anna's Hummingbird (*Calypte anna*)

Rufous Hummingbird (*Selasphorus rufus*)

ORDER: GRUIFORMES (Cranes and Rails)

FAMILY: RALLIDAE (Rails)

American Coot (*Fulica americana*)

ORDER: CHARADRIIFORMES (Shorebirds, Gulls, and relatives)

FAMILY: CHARADRIIDAE (Plovers and relatives)

Killdeer (*Charadrius vociferus*)

ORDER: CORACIIFORMES (Kingfishers and Relatives)

FAMILY: ALCEDINIDAE (Kingfishers)

Belted Kingfisher (*Ceryle alcyon*)

ORDER: PICIFORMES (Woodpeckers and Relatives)

FAMILY: PICIDAE (Woodpeckers and Wrynecks)

Lewis's Woodpecker (*Melanerpes lewis*)

*Acorn Woodpecker (*Melanerpes formicivorous*)

Red-breasted Sapsucker (*Sphyrapicus ruber*)

Nuttall's Woodpecker (*Picoides nuttallii*)

Downy Woodpecker (*Picoides pubescens*)

Hairy Woodpecker (*Picoides villosis*)

*Northern Flicker (*Colaptes auratus*)

ORDER: PASSERIFORMES (Perching Birds)

FAMILY: TYRANNIDAE (Tyrant Flycatchers)

Black Phoebe (*Sayornis nigricans*)

Say's Phoebe (*Sayornis saya*)

Ash-throated Flycatcher (*Myiarchus cinerascens*)

Western Kingbird (*Tyrannus verticalis*)

FAMILY: VIREONIDAE (Typical Vireos)

Hutton's Vireo (*Vireo huttoni*)

Warbling Vireo (*Vireo gilvus*)

FAMILY: HIRUNDINIDAE (Swallows)

Tree Swallow (*Tachycineta bicolor*)

Violet-green Swallow (*Tachycineta thalassina*)

Northern Rough-winged Swallow (*Stelgidopteryx serripennis*)

Cliff Swallow (*Hirundo pyrrhonota*)

Barn Swallow (*Hirundo rustica*)

FAMILY: CORVIDAE (Jays, Magpies, and Crows)

Western Scrub Jay (*Aphelocoma californica*)

*Steller's Jay (*Cyanocitta stelleri*)

*American Crow (*Corvus brachyrhynchos*)
Common Raven (*Corvus corax*)

FAMILY: PARIDAE (Titmice)

Oak Titmouse (*Baeolophus inornatus)*

FAMILY: AEGITHALIDAE (Bushtit)

Bushtit (*Psaltriparus minimus*)

FAMILY: SITTIDAE (Nuthatches)

White-breasted Nuthatch (*Sitta carolinensis*)

FAMILY: TROGLODYTIDAE (Wrens)

Rock Wren (*Salpinctes obsoletus*)
Bewick's Wren (*Thryomanes bewickii*)
House Wren (*Troglodytes aedon*)

FAMILY: POLIOPTILIDATE (Gnatcatchers and Gnatwrens)

Blue-gray Gnatcatcher (*Polioptila caerulea*)

FAMILY: CINCLIDAE (Dippers)

American Dipper (*Cinclus mexicanus*)

FAMILY: REGULIDAE (Kinglets)

Ruby-crowned Kinglet (*Corthylio calendula*)

FAMILY: SYLVIIDAE (Sylviid Warblers, Parrotbills, and Allies)

Wrentit (*Chamaea fasciata*)

FAMILY: TURDIDAE (Thrushes)

Western Bluebird (*Sialia mexicana*)
Hermit Thrush (*Catharus guttatus*)
American Robin (*Turdus migratorius*)

FAMILY: MIMIDAE (Mockingbirds and Thrashers)

* Northern Mockingbird (*Mimus polyglottos*)

FAMILY: PTILOGONATIDAE (Silky Flycatchers)

Phainopepla (*Phainopepla nitens*)

FAMILY: STURNIDAE (Starlings)

European Starling (*Sturnus vulgaris*

FAMILY: BOMBYCILLIDAE (Waxwings)

Cedar Waxwing (*Bombycilla cedrorum*)

FAMILY: PASSERELLIDAE (New World Sparrows)

*Spotted Towhee (*Pipilo maculatus*)
Lincoln's Sparrow (*Melospiza lincolnii*)
California Towhee (*Melozone crissalis*)
Dark-eyed Junco (*Junco hyemalis*)
Rufous-crowned Sparrow (*Aimophila ruficeps*)
Savannah Sparrow (*Passerculus sandwichensis*)
*Golden-crowned Sparrow (*Zonotrichia atricapilla*)
*White-crowned Sparrow (*Zonotrichia leucophrys*)

FAMILY: PARULIDAE (Wood-Warblers)

Orange-crowned Warbler (*Vermivora celata*)
Nashville Warbler (*Vermivora ruficapilla*)
*Yellow-rumped Warbler (*Dendroica coronata*)
Black-throated Gray Warbler (*Dendroica nigrescens*)

Townsend's Warbler (*Dendroica townsendi*)
Wilson's Warbler (*Wilsonia pusilla*)

FAMILY: ICTERIDAE (Blackbirds, Orioles and Allies)

Red-winged Blackbird (*Agelaius phoeniceus*)
Brewer's Blackbird (*Euphagus cyanocephalus*)
Brown-headed Cowbird (*Molothrus ater*)
Bullock's Oriole (*Icterus bullockii*)

FAMILY: FRINGILLIDAE (Finches)

*House Finch (*Carpodacus mexicanus*)
Lesser Goldfinch (*Carduelis psaltria*)

FAMILY: CARDINALIDAE (Cardinals and Allies)

Black-headed Grosbeak (*Pheucticus melanocephalus*)
Lazuli Bunting *Passerina amoena*)
Western Tanager (*Piranga ludoviciana*)

FAMILY: PASSERIDAE (Old World Sparrows)

*House Sparrow (*Passer domesticus*)

CLASS: MAMMALIA

ORDER: MARSUPIALIA (Opossums, Kangaroos, and Relatives)

FAMILY: DIDELPHIDAE (Opossums)

Virginia Opossum (*Didelphis virginiana*)

ORDER: INSECTIVORA (Shrews and Moles)

FAMILY: SORICIDAE (Shrews)

Ornate Shrew (*Sorex ornatus*)
Trowbridge's Shrew (*Sorex trowbridgii*)

FAMILY: TALPIDAE (Moles)

Broad-footed Mole (*Scapanus latimanus*)

ORDER: CHIROPTERA (Bats)

FAMILY: VESPERTILIONIDAE (Vespertilionid Bats)

Little Brown Myotis (*Myotis lucifugus*)
Yuma Myotis (*Myotis yumanensis*)
Long-eared Myotis, (*Myotis evotis*)
Fringed Myotis (*Myotis thysanodes*)
Long-legged Myotis (*Myotis volans*)
California Myotis (*Myotis californicus*)
Small-footed Myotis (*Myotis leibii*)
Western Pipistrelle (*Pipistrellus hesperus*)
Big Brown Bat (*Eptesicus fuscus*)
Hoary Bat (*Lasiurus cinereus*)
Townsend's Big-eared Bat (*Plecotus townsendii*)
Pallid Bat (*Antrozous pallidus*)

FAMILY: MOLOSSIDAE (Free-tailed Bat)

Brazilian Free-tailed Bat (*Tadarida brasiliensis*)
Western Mastiff Bat (*Eumops perotis*)

ORDER: LAGOMORPHA (Rabbits, Hares, and Pikas)

FAMILY: LEPORIDAE (Rabbits and Hares)

Brush Rabbit (*Sylvilagus bachmani*)
Desert Cottontail (*Sylvilagus audubonii*)
Black-tailed Hare (*Lepus californicus*)

ORDER: RODENTIA (Squirrels, Rats, Mice, and Relatives)

FAMILY: SCIURIDAE (Squirrels, Chipmunks, and Marmots)

*California Ground Squirrel (*Spermophilus beecheyi*)
Western Gray Squirrel (*Sciurus griseus*)

FAMILY: GEOMYIDAE (Pocket Gophers)

Botta's Pocket Gopher (*Thomomys bottae*)

FAMILY: CRICETIDAE (Deer Mice, Voles, and Relatives)

California Pocket Mouse (*Perognathus californicus*)
Western Harvest Mouse (*Reithrodontomys megalotis*)
California Mouse (*Peromyscus californicus*)
Deer Mouse (*Peromyscus maniculatus*)
Brush Mouse (*Peromyscus boylii*)
Dusky-footed Wood Rat (*Neotoma fuscipes*)
Meadow Vole (*Microtus californicus*)

ORDER: CARNIVORA (Carnivores)

FAMILY: CANIDAE (Foxes, Wolves, and Relatives)

*Coyote (*Canis latrans*)
Red Fox (*Vulpes vulpes*)
Gray Fox (*Urocyon cinereoargenteus*)
*Domestic Dog (*Canis lupus familiaris*)

FAMILY: PROCYONIDAE (Raccoons and Relatives)

Raccoon (*Procyon lotor*)

FAMILY: MUSTELIDAE (Weasels, Badgers, and Relatives)

Long-tailed Weasel (*Mustela frenata*)
Striped Skunk (*Mephitis mephitis*)

FAMILY: FELIDAE (Cats)

*Feral Cat (*Felis cattus*)
Mountain Lion (*Felis concolor*)
Bobcat (*Lynx rufus*)

ORDER: ARTIODACTYLA

FAMILY: BOVIDAE (Cattle, Buffalo and Allies)

*Domesticated Cow (*Bos taurus*)

FAMILY: CERVIDAE (Deer, Elk, and Relatives)

Mule Deer (*Odocoileus hemionus*)

ORDER: PERISSODACTYLA

FAMILY: EQUIDAE (Horses)

*Horse (*Equus ferus caballus*)

APPENDIX C: SELECTED SITE PHOTOGRAPHS



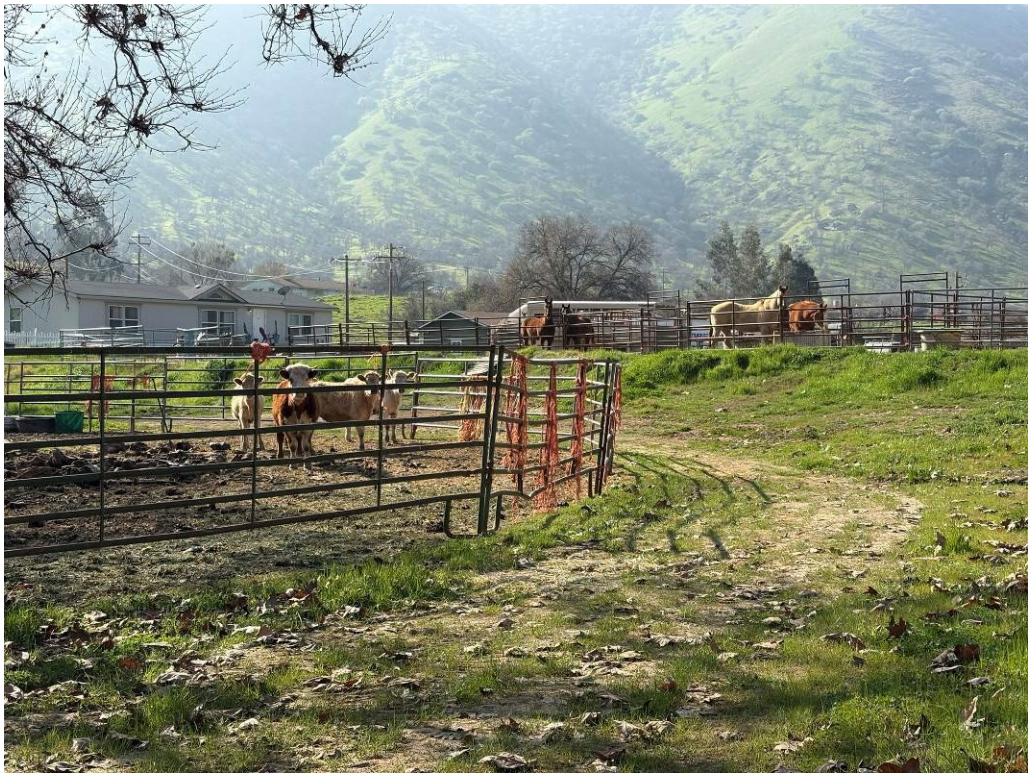
Photos 1 and 2: Representative photos of the study area's ruderal/developed lands (Village Center).





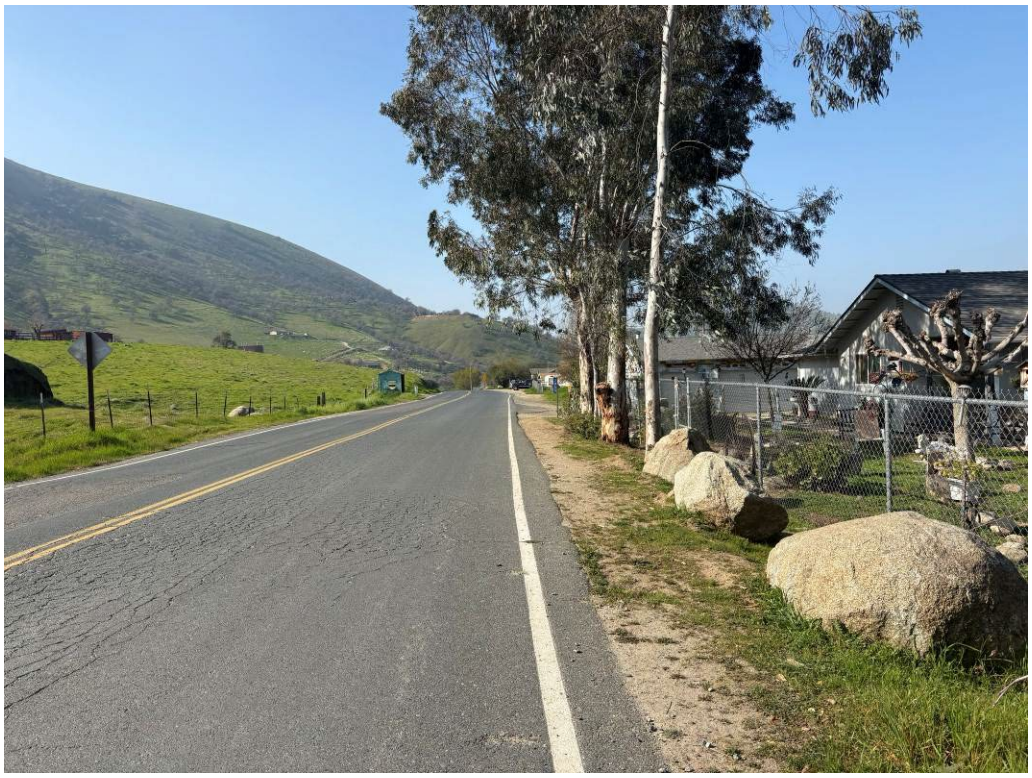
Photos 3 and 4: Representative photos of the study area's ruderal/developed lands (Village Center).





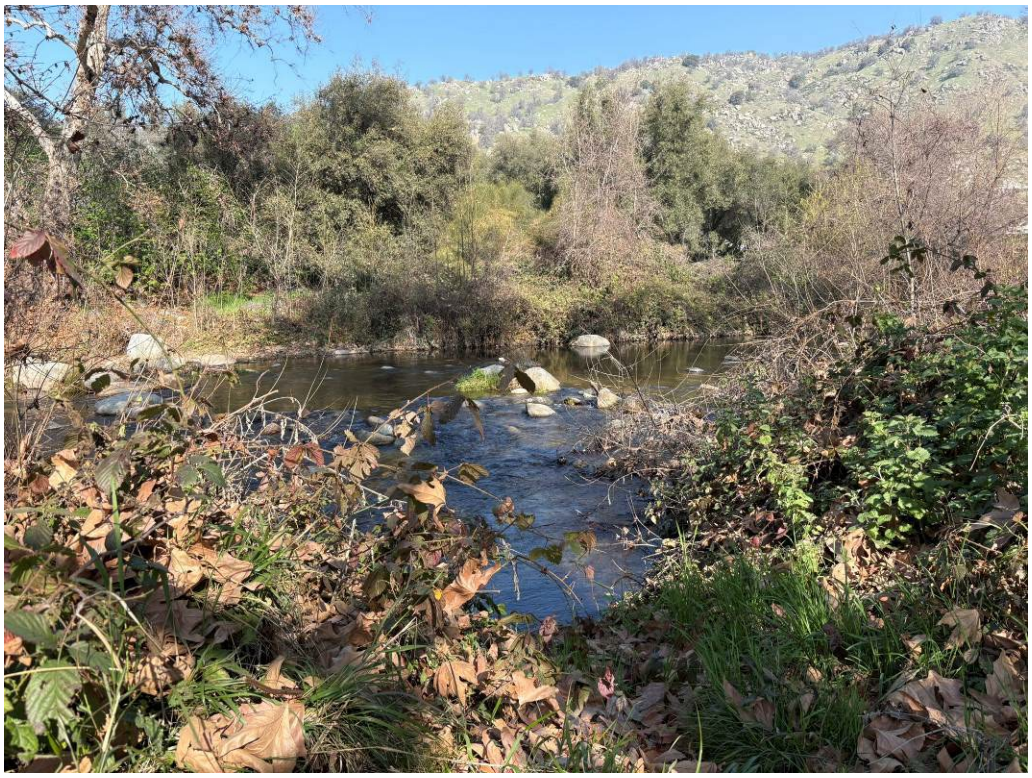
Photos 5 and 6: Representative photos of the study area's ruderal/developed lands (rural residences).



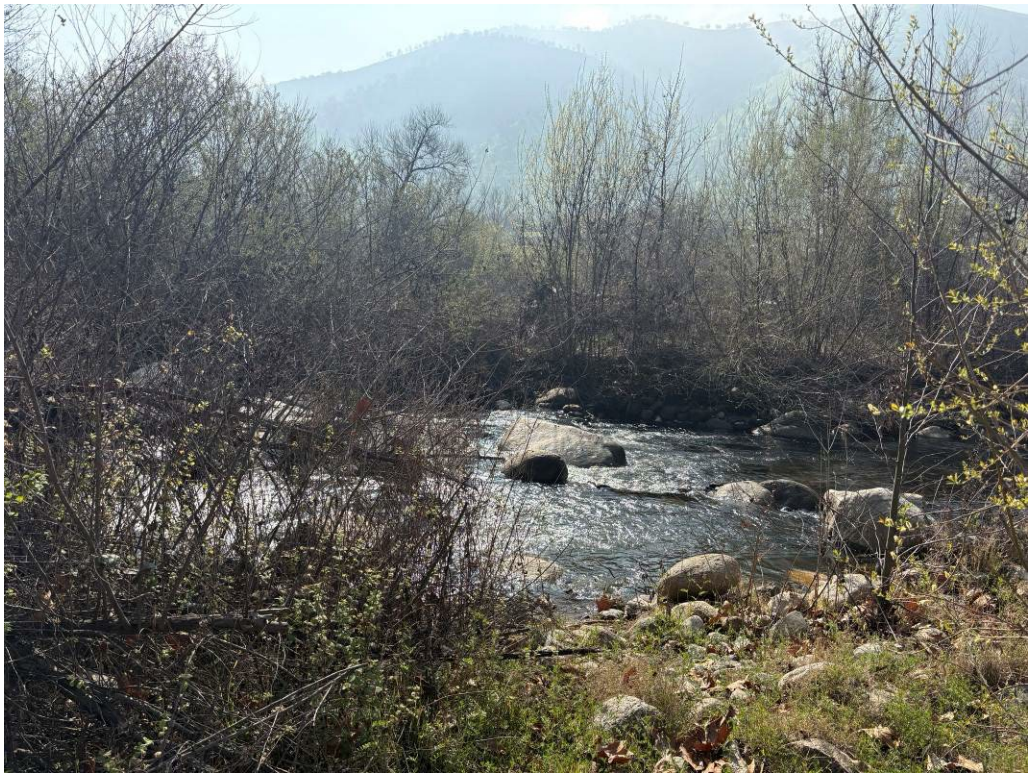


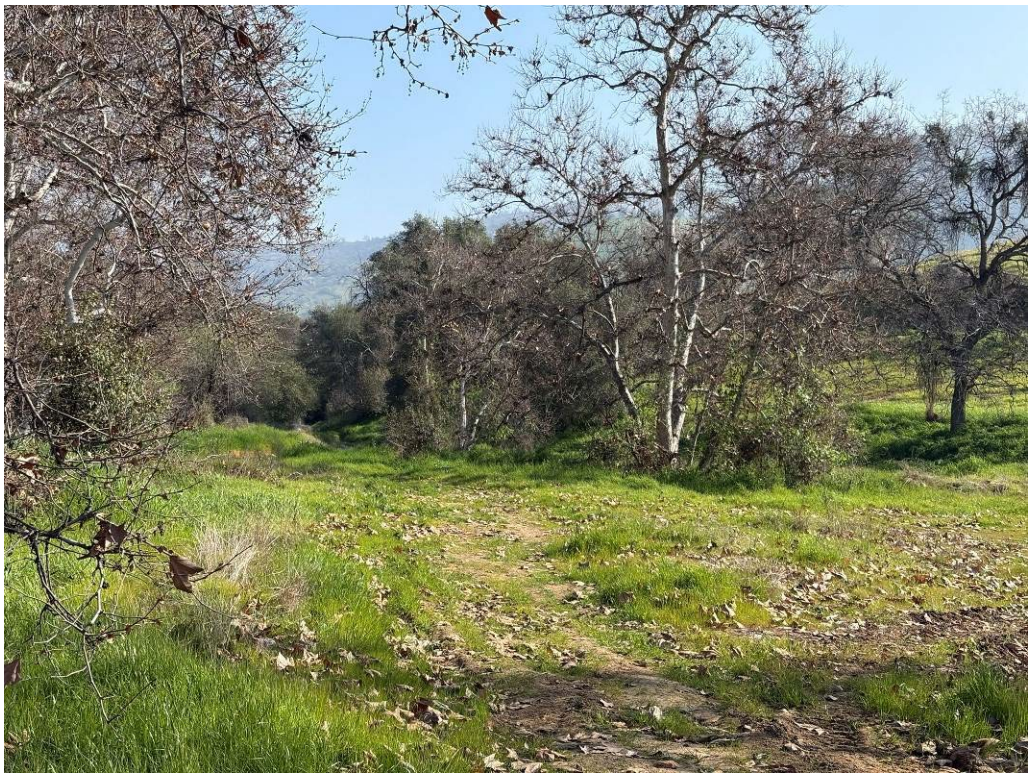
Photos 7 and 8: Representative photos of the study area's ruderal/developed lands (roads and roadsides).





Photos 9 and 10: Representative photos of the study area's river corridor, highlighting aquatic habitat.





Photos 11 and 12: Representative photos of the study area's river corridor, highlighting woodland habitat.





Photos 13 and 14: Photos of the existing pedestrian bridge to be replaced.



APPENDIX D: USFWS INFORMATION FOR PLANNING AND CONSULTATION UNOFFICIAL SPECIES LIST

Appendix C

Tribal Consultation Under CEQA

NATIVE AMERICAN HERITAGE COMMISSION

CHAIRPERSON
Reginald Pagaling
Chumash

VICE-CHAIRPERSON
Buffy McQuillen
Yokayo Pomo, Yuki, Nomlaki

SECRETARY
Isaac Bojorquez
Ohlone-Costanoan

PARLIAMENTARIAN
Wayne Nelson
Luiseño

COMMISSIONER
Sara Dutschke
Miwok

COMMISSIONER
Stanley Rodriguez
Kumeyaay

COMMISSIONER
Bennae Calac
Pauma-Yuima Band of Luiseño Indians

COMMISSIONER
Vacant

COMMISSIONER
Vacant

EXECUTIVE SECRETARY
Andrew Alejandre
Paskenta Band of Nomlaki Indians

NAHC HEADQUARTERS
1550 Harbor Boulevard
Suite 100
West Sacramento,
California 95691
(916) 373-3710
nahc@nahc.ca.gov

January 20, 2026

Sarah Weaver
City of Porterville

Via Email to: sweaver@ci.porterville.ca

Re: Tribal Consultation Under CEQA, Tule River Tribe Complete Streets & Two Pedestrian Bridges Phase 1 Project, Tulare County

To Whom It May Concern:

Pursuant to your request, attached is a consultation list of tribes that are traditionally and culturally affiliated with the geographic area of the above-listed project. Additionally, a search of the Native American Heritage Commission (NAHC) Sacred Lands File (SLF) was completed based on the information submitted for the above referenced project. The results were positive. Please contact the Tule River Indian Tribe on the attached list for more information. Be aware that tribes do not always record their sacred sites in the SLF, nor are they required to do so. As such, an SLF search is not a substitute for consultation with all tribes that are traditionally and culturally affiliated with a project's geographic area. Please contact all of the listed tribes as they may have information about sacred sites within the project area that is not listed with the NAHC.

Additionally, the NAHC recommends that agencies include with their notification letters, information regarding any cultural resources assessment that has been completed on the area of potential effect (APE), such as:

1. The results of any record search that may have been conducted at an Information Center of the California Historical Resources Information System (CHRIS), including, but not limited to:

- A listing of any and all known cultural resources that have already been recorded on or adjacent to the APE, such as known archaeological sites;
- Copies of any and all cultural resource records and study reports that may have been provided by the Information Center as part of the records search response;
- Whether the records search indicates a low, moderate, or high probability that unrecorded cultural resources are located in the APE; and
- If a survey is recommended by the Information Center to determine whether previously unrecorded cultural resources are present.

2. The results of any archaeological inventory survey that was conducted, including:

- Any report that may contain site forms, site significance, and suggested mitigation measures.

All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum, and not be made available for public disclosure in accordance with Government Code section 6254.10.

3. The result of the Sacred Lands File check conducted through the Native American Heritage Commission.

4. Any ethnographic studies conducted for any area including all or part of the APE; and

5. Any geotechnical reports regarding all or part of the APE.

Lead agencies should be aware that records maintained by the NAHC and CHRIS are not exhaustive and a negative response to these searches does not preclude the existence of a tribal cultural resource. A tribe may be the only source of information regarding the existence of a tribal cultural resource, which is why consultation is vital.

This information will aid tribes in determining whether to request formal consultation. If consultation is requested, having the information beforehand will help to facilitate the process.

If you receive notification of a change of address or phone number from a tribe, please inform the NAHC. With your assistance, we can assure that our consultation list remains current.

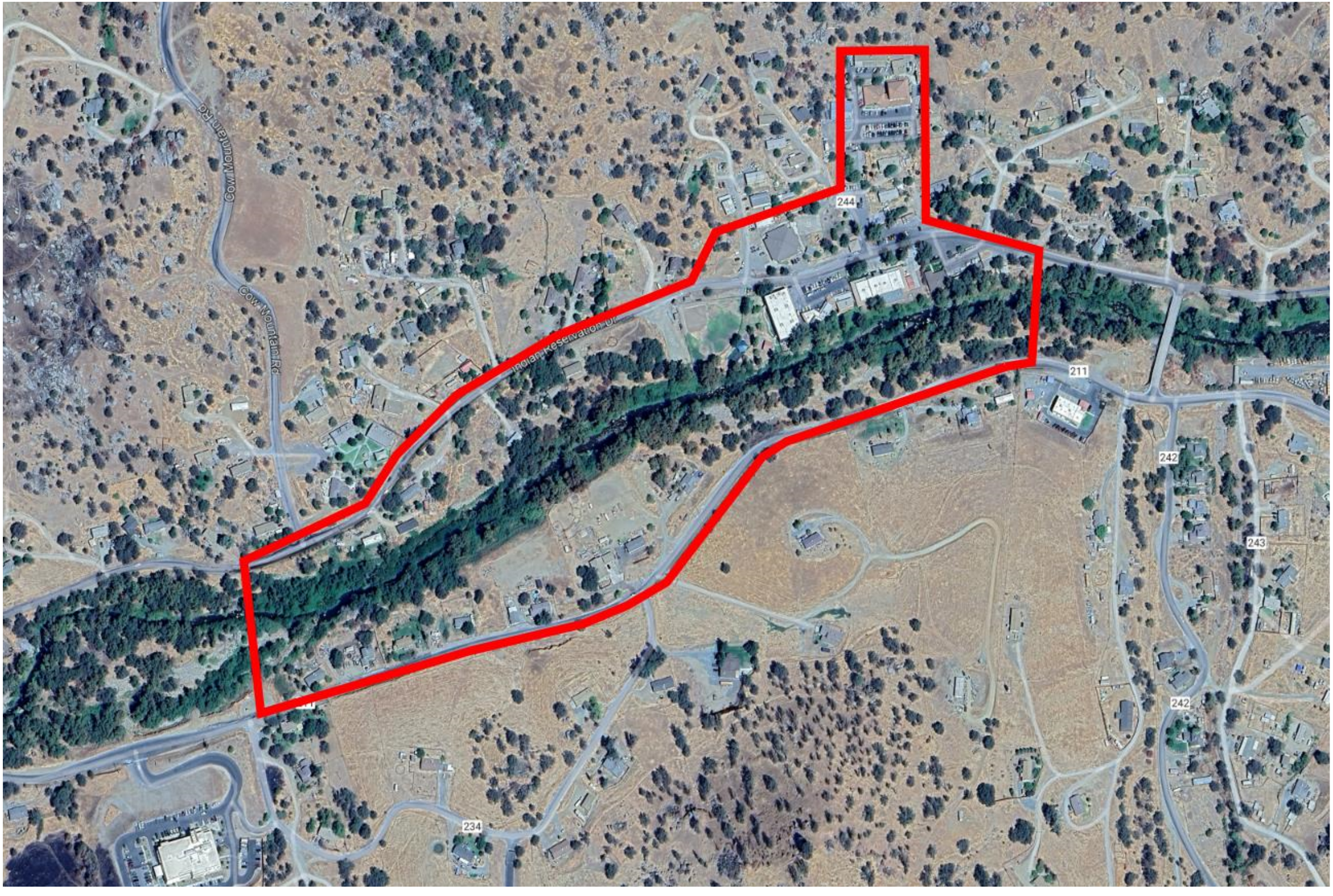
If you have any questions, please contact me at my email address: melina.carlos@nahc.ca.gov

Sincerely,

Melina Carlos

Melina Carlos
Cultural Resources Analyst

Attachment


Cow Mountain Rd
Cow Mountain Rd
Indian Reservation Dr
244
211
242
243
242
234

3.6 MITIGATION MONITORING AND REPORTING PROGRAM

As required by Public Resources Code Section 21081.6, subd. (a)(1), a Mitigation Monitoring and Reporting Program (MMRP) has been prepared for the Tule River Tribe Complete Streets and Two Pedestrian Bridges Project to monitor the implementation of the mitigation measures that have been adopted for the Project. This MMRP has been created based upon the findings of the Initial Study/Mitigated Negative Declaration.

The first column of the table identifies the mitigation measure. The second column names the party responsible for carrying out the required action. The third column identifies the timing of initiating the mitigation measure. The fourth column names the party ensuring that the mitigation measure is implemented. The last column will be used by the City of Porterville (and the Tule River Tribe) to ensure that the individual mitigation measures have been monitored.

Mitigation Measure	Responsible Party for Implementation	Implementation Timing	Responsible Party for Monitoring	Verification
BIOLOGICAL RESOURCES				
Mitigation Measure 4.1a (Protocol-level Surveys). Prior to the start of bridge construction, or any other project activity in the river corridor, protocol-level rare plant surveys will be conducted within the associated work areas. The surveys will be conducted when local populations of the target species are in bloom, as determined through visits to reference populations and/or consultation with local botanists. The general blooming windows are April-May for the rose-flowered larkspur, March-May for the calico monkeyflower, and March-April for the Munz's iris	Project Applicant	Prior to ground disturbance	City of Porterville (City) and Tule River Tribe (TRT)	
Mitigation Measure BIO-4.1b (Avoidance). Any individuals or populations of the rose-flowered larkspur, calico monkeyflower, or Munz's iris found during the surveys will be avoided by project activities to the maximum extent feasible. A qualified biologist will identify an appropriate construction-free zone around populations to be avoided. Construction-free zones will be delineated on the ground with temporary construction fencing and maintained for the duration of project activities.	Project Applicant	Prior to ground disturbance	CITY/TRT	
Mitigation Measure BIO-4.1c (Salvage and Relocation). If it is not feasible to avoid some or all of any rose-flowered larkspur, calico monkeyflower, or Munz's iris individuals or populations found on site, those plants that cannot be avoided will be salvaged and relocated to alternative habitat by a qualified botanist following the provisions of a salvage, relocation, and monitoring plan. Alternative habitat must be in an area	Project Applicant	Prior to ground disturbance	CITY/TRT	

protected from herbicide application, excessive grazing, and other deleterious impacts**.**				
Monarch Butterfly				
Mitigation Measure BIO-4.2a (Milkweed Survey). Prior to the start of bridge construction, a qualified biologist will survey the associated work areas for milkweed plants. The survey will be conducted at a time of year when milkweed is readily identifiable. The objective of the survey will be to tally and map all milkweed plants that could potentially be impacted by project activities.	Project Applicant	Prior to construction	CITY/TRT	
Mitigation Measure BIO-4.2b (Construction Timing). If feasible, no milkweed plants will be removed during the period when monarchs are most likely to breed in the project vicinity, March to August.	Project Applicant	Prior to construction	CITY/TRT	
Mitigation Measure BIO-4.2c (Compensatory Mitigation). Any milkweed plants that are removed by the project will be replaced at a 3:1 ratio in accordance with a revegetation plan prepared by a qualified biologist. The planting site(s) must be in similar or higher quality habitat to the habitat that was impacted, in area(s) that will not be mowed or treated with pesticides or herbicides.	Project Applicant	If plants are removed	CITY/TRT	
Crotch's bumble bee				
Mitigation Measure BIO-4.3a (Construction Timing). If feasible, all bridge construction activities will take place between October and February, outside of the period in which Crotch's bumble bee nests are typically active.	Project Applicant	Oct-Feb. when construction occurs	CITY/TRT	
Mitigation Measure BIO-4.3b (Preconstruction Surveys). If bridge construction must occur between March and September, then a qualified biologist will conduct preconstruction surveys for the Crotch's bumble bee within the associated work areas. To maximize detection, the surveys will be conducted on warm, sunny days (65-90 degrees F) when there is low wind (less than 8 mph). The surveys will be conducted by walking meandering transects through the work areas, while visually searching for bumble bees and potential nest sites. Any bumble bees that are observed will be followed and, if possible, photographed once they alight on a plant, highlighting the following features to aid identification: •Face, including cheek length •Top of the head •Banding on the abdomen •Color pattern on the thorax At any burrows or other underground features that exhibit concentrated bumble bee activity, the surveyor will monitor activity to determine nesting status.	Project Applicant	Mar.-Sept. when construction occurs	CITY/TRT	
Mitigation Measure BIO-4.3c (Avoidance). Any suspected Crotch's bumble bee nests that are discovered during the surveys will be avoided by an appropriate setback during bridge construction activities, until the biologist determines the nest is no longer active.	Project Applicant	During construction	CITY/TRT	
Western Pond Turtle				

Mitigation Measure BIO-4.4a (Preconstruction Surveys). Within 24 hours prior to the start of bridge construction at each location, a qualified biologist will conduct a preconstruction survey for western pond turtles in the associated work area.	Project Applicant	Prior to construction	CITY/TRT	
Mitigation Measure BIO-4.4b (Relocation). The biologist will capture and relocate any turtles found within the work areas during the surveys. Turtles will be relocated to suitable alternative habitat within the river corridor, well outside of work area boundaries.	Project Applicant	Prior to construction	CITY/TRT	
Mitigation Measure BIO-4.4c (Employee Education Program). Prior to the start of bridge construction, workers will receive training on western pond turtle identification and life history and the project-specific measures required for this species' protection.	Project Applicant	Prior to construction	CITY/TRT	
Mitigation Measure BIO-4.4d (Site Inspections and Turtle Avoidance/Relocation). During bridge construction, construction staff will regularly inspect the work area for western pond turtles. At a minimum, this will include (1) checking for turtles under and around any parked vehicles or equipment prior to their operation, (2) scanning the ground for turtles while operating vehicles or equipment, and (3) checking any open trenches or other excavations for trapped turtles at the beginning and end of each work day.	Project Applicant	During construction	CITY/TRT	
Mitigation Measure BIO-4.4e (Avoidance). If any turtles are observed on site while work is occurring, work in the immediate area will cease and turtles will be allowed to leave the construction zone of their own volition, if feasible. If necessary, a qualified biologist will capture and relocate such turtles as described above under Mitigation Measure 4.1.4b.	Project Applicant	During construction	CITY/TRT	
Northern California Legless Lizard				
Mitigation Measure BIO-4.5a (Preconstruction Surveys). Within 24 hours prior to the start of bridge construction at each location, a qualified biologist will conduct a preconstruction survey for northern California legless lizard in the associated work area. The survey will entail visually searching all terrestrial habitats of the work areas and will include gently raking leaf litter and turning over rocks, logs, and other features that could serve as refugia for individuals of this species.	Project Applicant	Prior to construction	CITY/TRT	
Mitigation Measure BIO-4.5b (Relocation). The biologist will capture and relocate any legless lizards found within the work areas during the surveys. Lizards will be relocated to suitable alternative habitat within the river corridor, outside of work area boundaries.	Project Applicant	Prior to construction	CITY/TRT	
Nest Birds and Raptors				
Mitigation Measure BIO-4.6a (Construction Timing). If feasible, the project will be constructed between September 1 and January 31, outside of the avian nesting season.	Project Applicant	Sept.-Mar. when construction occurs	CITY/TRT	
Mitigation Measure BIO-4.6b (Preconstruction Surveys). If construction is to occur between February 1 and August 31, a qualified biologist will conduct pre-construction surveys for active bird nests within 10 days prior to the start of any work within this period. The survey area will encompass the work		Feb 1.-Aug 31. when construction occurs	CITY/TRT	

area(s) and surrounding lands within 500 feet for nesting raptors and 250 feet for other nesting birds.				
Mitigation Measure BIO-4.6c (Avoidance of Active Nests). Should any active nests be discovered in or near proposed construction zones, the biologist will identify a suitable construction-free buffer around the nest. The buffer distance will be determined based on species biology, site-specific conditions, and the level of project-related disturbance that is anticipated near the nest(s) in question. Buffers will be identified on the ground with flagging or fencing and will be maintained until the biologist has determined that the young have fledged and are capable of foraging independently.	Project Applicant	Prior to construction	CITY/TRT	
Tree roosting bats including Pallid Bat				
Mitigation Measure BIO-4.7a (Construction Timing). If feasible, project-related tree removal will occur outside of the period between April 15 and September 30. This is the time frame within which colony-roosting bats in the vicinity generally assemble, give birth, nurse their young, and ultimately disperse.	Project Applicant	Apr. 15-Sept. 30 Prior to construction	CITY/TRT	
Mitigation Measure BIO-4.7b (Pre-construction Surveys). Within 10 days prior to the removal of any mature trees, a qualified biologist will survey these features for roosting bats. The biologist will look for individuals, guano, and staining, and will listen for bat vocalizations. If necessary, the biologist will wait for nighttime emergence of bats from roost sites.	Project Applicant	Prior to construction	CITY/TRT	
Mitigation Measure BIO-4.7c (Avoidance of Maternity Roosts). Should any active maternity bat roosts be discovered, the biologist will identify a suitable construction-free buffer around the roost(s). The buffer will be identified on the ground with flagging or fencing, and will be maintained until the biologist has determined that the nursery is no longer active.	Project Applicant	Prior to and during construction	CITY/TRT	
Mitigation Measure BIO-*4.7d* (Humane Eviction of Non-breeding Bats). If a non-breeding bat colony is found, the individuals will be humanely evicted, under the direction of a qualified biologist, to ensure that bats are not physically harmed by tree removal.	Project Applicant	Prior to and during construction	CITY/TRT	
Sensitive Natural Communities				
Mitigation Measure BIO-4.8a (Tree Survey). Prior to project construction, a qualified biologist will survey all portions of the river corridor that are proposed for direct impact. All trees and shrubs within these areas will be identified to species and mapped, and their diameter at breast height (DBH) will be recorded. At the end of construction, a qualified biologist will repeat the survey to quantify the tree and shrub removal that occurred.	Project Applicant	Prior to construction	CITY/TRT	
Mitigation Measure BIO-4.8b (Replacement Plantings). Replacement plantings will be provided as compensation for removal of any riparian trees or shrubs with a DBH of 4 inches or greater. Plantings will be installed at a ratio of 3:1 for impacted trees/shrubs with a DBH between 4 and 24 inches, and at a ratio of 10:1 for impacted trees with a DBH greater than 24 inches. All plantings will be monitored annually for a	Project Applicant	Prior to or during construction	CITY/TRT	

minimum of five years. A revegetation plan will be prepared for the project that will detail the methods for planting, irrigating, and maintaining the replacement trees and shrubs.				
CULTURAL RESOURCES/TRIBAL CULTURAL				
Mitigation Measure CUL-1 Cultural Resources Awareness Training: Before ground-disturbing activities, a qualified archaeologist shall conduct Cultural Resources Awareness Training for all construction personnel. The training shall include examples of potential cultural materials, reporting protocols, penalties for unauthorized disturbance, and procedures for immediate notification of the archaeologist. Attendance shall be documented on a sign-in sheet retained by the contractor and provided to the Tule River Indian Reservation and Tulare County upon completion of construction..	Project Applicant	Ongoing During Construction	Tule River Tribe (TRT)/City of Porterville (City)	
Mitigation Measure CUL-2 Inadvertent Discovery of Archaeological Resources: Ground-disturbing activities shall be located at least 100 feet (30 meters) from known archaeological resources. If resources are discovered, work within 100 feet (30 meters) of the find shall halt immediately, and the area shall be protected from further disturbance. The archaeologist, in consultation with a Native American representative, shall evaluate the find for significance and recommend treatment consistent with CEQA Guidelines Section 15126.4(b)(3)(C). Avoidance shall be the preferred mitigation; if avoidance is infeasible, data recovery or other appropriate treatment may be implemented. Construction shall resume only after approval by the qualified archaeologist.	Project Applicant	Ongoing During Construction	TRT/City	
MM CUL-3: Inadvertent Discovery of Human Remains: If human remains are encountered during construction, all work in the vicinity shall cease. The Tulare County Coroner shall be notified immediately. If the remains are determined to be Native American, the NAHC shall be notified in accordance with PRC Section 5097.98, and a Most Likely Descendant shall be identified. The County and the descendant shall confer to determine appropriate treatment and disposition of the remains. Construction shall not resume until approved by the County and the qualified archaeologist.	Project Applicant	Ongoing During Construction	TRT/City	
Mitigation Measure GEO-1 (Paleontological resources): If a suspected unique paleontological resource were to be discovered during construction of the Project, the following protocol shall be implemented: • The City of Porterville (City) and Tule River Tribal Representatives (Tribe) shall be notified of the discovery. Work shall cease around the find until a qualified paleontologist meeting the Society of Vertebrate Paleontology standards has evaluated the find in accordance with federal, state, and local guidelines. The applicant shall choose the qualified paleontologist subject to the approval of the City and Tribe. If the find is determined to be a unique resource, such measures may include avoidance, preservation in place, data recovery	Project Applicant	Ongoing During Construction	TRT/City	

and associated documentation, or other appropriate measures. Construction activity may continue unimpeded in other portions of the Project Site. The City and Tribe shall determine the appropriate and feasible measure(s) that will be necessary to mitigate impacts, in consideration of the measure(s) recommended by the paleontologist. Construction in the affected area shall re-commence with the approval of the City and Tribe.				
Mitigation Measure HYD-1: Prior to the issuance of any construction/grading permit and/or the commencement of any clearing, grading, or excavation, the Applicant shall submit a Notice of Intent (NOI) for discharge from the Project Site to the California State Water Resources Control Board's Storm Water Permit Unit and submit a copy of this NOI to the City/Tribe. The City/Tribe shall review the noticing documentation prior to approval of the grading permit and City monitoring staff shall inspect the Project Site during construction for compliance.	Project Applicant	Pre-Construction	City	
Mitigation Measure HYD-2: The Applicant shall require the building contractor to prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) to the City 45 days prior to the start of work for approval. The contractor is responsible for understanding the State General Permit and instituting the SWPPP during construction. A SWPPP for site construction shall be developed prior to the initiation of grading and implemented for all construction activity on the Project Site in excess of one (1) acre, or where the area of disturbance is less than one acre but is part of the Project's plan of development that in total disturbs one or more acres. The SWPPP shall identify potential pollutant sources that may affect the quality of discharges to stormwater and shall include specific Best Management Practices (BMPs) to control the discharge of material from the site. The following BMPs methods shall include, but would not be limited to: • Dust control measures to ensure success of all on-site activities to control fugitive dust; • A routine monitoring plan to ensure success of all on-site erosion and sedimentation control measures; • Provisional detention basins, straw bales, erosion control blankets, mulching, silt fencing, sand bagging, and soil stabilizers shall be used; • Soil stockpiles and graded slopes shal be covered after two weeks of inactivity and 24 hours prior to and during extreme weather conditions; and, • BMPs shall be strictly followed to prevent spills and discharges of pollutants on-site, such as material storage, trash disposal, construction entrances, etc.	Project Applicant	Pre-Construction	City	
Reserved				

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STATE OF CALIFORNIA
DEPARTMENT OF FISH AND WILDLIFE

GAVIN NEWSOM, Governor
MEGHAN HERTEL, Director

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May 21, 2026

Sarah Weaver, Project Manager, Engineering Division
City of Porterville
291 North Main Street
Porterville, California 93274
(559) 791-7843
sweaver@ci.porterville.ca.us

Subject: Tule River Tribe Complete Streets and Two Pedestrian Bridges Project (Project)
Draft Initial Study (IS) and Mitigated Negative Declaration (MND)
State Clearinghouse No.: 2026041305

Dear Sarah Weaver:

The California Department of Fish and Wildlife (CDFW) received an IS and MND from the City of Porterville (City) for the above referenced Project pursuant the California Environmental Quality Act (CEQA) and CEQA Guidelines.[1]

Thank you for the opportunity to provide comments and recommendations regarding those activities involved in the Project that may affect California fish and wildlife. Likewise, CDFW appreciates the opportunity to provide comments regarding those aspects of the Project that CDFW, by law, may be required to carry out or approve through the exercise of its own regulatory authority under the Fish and Game Code.

CDFW ROLE

CDFW is California's **Trustee Agency** for fish and wildlife resources and holds those resources in trust by statute for all the people of the State (Fish & G. Code, §§ 711.7, subd. (a) & 1802; Pub. Resources Code, § 21070; CEQA Guidelines § 15386, subd. (a)). CDFW, in its trustee capacity, has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species (*Id.*, § 1802). Similarly, for purposes of CEQA, CDFW is charged by law to provide, as available, biological expertise during public

[1] CEQA is codified in the California Public Resources Code in section 21000 et seq. The "CEQA Guidelines" are found in Title 14 of the California Code of Regulations, commencing with section 15000.

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agency environmental review efforts, focusing specifically on projects and related activities that have the potential to adversely affect fish and wildlife resources.

CDFW is also submitting comments as a **Responsible Agency** under CEQA (Pub. Resources Code, § 21069; CEQA Guidelines, § 15381). CDFW expects that it may need to exercise regulatory authority as provided by the Fish and Game Code. As proposed, for example, the Project may be subject to CDFW's lake and streambed alteration regulatory authority (Fish & G. Code, § 1600 et seq). Likewise, to the extent implementation of the Project as proposed may result in "take" as defined by State law of any species protected under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.), the Project proponent may seek related take authorization as provided by the Fish and Game Code.

Nesting Birds: CDFW has jurisdiction over actions with potential to result in the disturbance or destruction of active nest sites or the unauthorized take of birds. Fish and Game Code sections that protect birds, their eggs and nests include sections 3503 (regarding unlawful take, possession, or needless destruction of the nest or eggs of any bird), 3503.5 (regarding the take, possession, or destruction of any birds-of-prey or their nests or eggs), and 3513 (regarding unlawful take of any migratory nongame bird).

Unlisted Species: Species of plants and animals need not be officially listed as Endangered, Rare, or Threatened (E, R, or T) on any State or Federal list to be considered E, R, or T under CEQA. If a species can be shown to meet the criteria for E, R, or T, as specified in the CEQA Guidelines section 15380, CDFW recommends it be fully considered in the environmental analysis for the Project.

PROJECT DESCRIPTION SUMMARY

Proponent: City of Porterville

Objective: The Project proposes to construct two new pedestrian bridge crossings, one a replacement for an existing pedestrian swinging bridge and the other a new pedestrian bridge to connect Cow Mountain Road and the corridor to the Justice Center. The Project also includes 3,765-square feet of concrete sidewalk, seven accessible curb ramps, two streetlights, eight Rapid Flashing Beacons (RRFBS), two raised pedestrian crossings, parking stalls, and landscaping/irrigation for the length of the Project.

Location: The Project site is located along the South Fork of the Tule River exclusively within the Tule River Reservation, which is located approximately 20 miles southeast of Porterville. The Project site is located within Assessor Parcel Number (APN) 307-210-011.

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COMMENTS AND RECOMMENDATIONS

CDFW offers the comments and recommendations below to assist the City in adequately identifying and/or mitigating the Project's significant, or potentially significant, direct, indirect, and cumulative impacts on fish and wildlife (biological) resources. Editorial comments or other suggestions may also be included to improve the MND prepared for this Project.

The MND notes the Project site's surrounding landscape consists of various community infrastructure buildings and residences to the north and south. Aerial imagery shows the South Fork Tule River (SFTR), with associated riparian vegetation, traverses east to west through the Project site. The Project site vicinity consists of oak woodland, comprised of a mix of interior live oak (*Quercus wislizeni*) and blue oak (*Quercus douglasii*) woodland, annual Grasslands, and ruderal habitats. Gibbons Creek connects to the SFTR just to the east of the Project site.

The MND acknowledges that the Project site is within the geographic range of several special-status animal species and proposes specific mitigation measures to reduce impacts to less than significant. CDFW has concerns about the ability of some of these measures to reduce impacts to less than significant and avoid unauthorized take for several special-status animal species, including but not limited to: the State and federally endangered foothill yellow-legged frog South Sierra Distinct Population Segment (DPS) (*Rana boylii* pop. 5); the State candidate Crotch's bumble bee (*Bombus crotchii);* the State species of special concern Townsend's big-eared bat (*Corynorhinus townsendii*) and western mastiff bat (*Eumops perotis californicus*); the State species of special concern and federally proposed threatened California spotted owl (*Strix occidentalis occidentalis*); and the State species of special concern and federally proposed threatened northwestern pond turtle (*Actinemys marmorata*).

CDFW also has concerns about the ability of some measures to reduce impacts to less than significant and avoid unauthorized take for several special-status plant species, including but not limited to, the State endangered, federally threatened, and California Rare Plant Rank (CRPR) 1B.2 Springville clarkia (*Clarkia springvillensis*).

Foothill Yellow-Legged Frog

The Project site is within the geographic range of foothill yellow-legged frog (FYLF) and suitable habitat is present within the SFTR. The MND states the Project site's riverine and riparian habitats are potentially suitable for FYLF presence, but concludes the species potential for occurrence is unlikely as there are no California Natural Diversity Database (CNDDB) observations and the species is thought to be extirpated from this portion of the species range. It does not appear that surveys were conducted to confirm absence of the species within the Project site. CDFW does not concur that FYLF are

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extirpated from this portion of their range and would like to note that a lack of CNDDB observations does not mean a species is not present. It could potentially just mean there is a lack of survey effort and data. As the Project site contains suitable FYLF habitat and is within their geographic range, and it does not appear that focused surveys for FYLF were conducted, CDFW recommends the MND include the following measures:

Recommended Mitigation Measure 1: FYLF Protocol Surveys
CDFW recommends survey protocols be conducted in accordance with the Considerations for Conserving the Foothill Yellow-Legged Frog (CDFW 2018), and that surveys be completed prior to any ground-disturbance activities associated with the Project. These surveys should be conducted within, upstream, and adjacent to the SFTR area and shall include a description of any standing or flowing water.

Recommended Mitigation Measure 2: FYLF Avoidance and Take Authorization
If any FYLF are found during protocol surveys or at any time during construction, consultation with CDFW is warranted to determine if the Project can avoid take. If take cannot be avoided, take authorization through the acquisition of an Incidental Take Permit (ITP), pursuant to Fish and Game Code section 2081 subdivision (b) is necessary prior to any take, to comply with CESA. CDFW also recommends that initial construction activities be timed to avoid the period when FYLF are most likely to be moving through upland areas (i.e., November 1 to March 31). When ground-disturbing activities must take place between November 1 and March 31, CDFW recommends that a qualified biologist monitor construction activity daily for FYLF.

Crotch's Bumble Bee

The MND states that Crotch's bumble bee (CBB) has the potential to forage, nest and overwinter within the Project site. The MND includes Mitigation Measures (MM) BIO-4.3a, 4.3b and 4.3c to mitigate for potential significant impacts to the species, which requires construction activities to take place between October and February outside of CBB nesting season. If Project-related activities are slated to occur between March and September, a qualified biologist would conduct preconstruction surveys within the work areas and suspected CBB nests would be avoided by an appropriate no-disturbance buffer during construction until the biologist has determined the nest is no longer active. CDFW concurs with these measures but recommends that MM BIO-4.3b be modified to clarify that surveys would follow the methodology outlined in the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023) document. CDFW also recommends that MM BIO-4.3c be modified to include the following:

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Recommended Mitigation Measure 3: CBB Avoidance and Consultation
If CBB is detected, CDFW recommends that all small mammal burrows and thatched/bunch grasses be avoided by a minimum of 50 feet to avoid take and potentially significant impacts. If CBB has been detected during appropriate surveys and ground-disturbing activities will occur, consultation with CDFW is warranted to discuss how to implement Project activities and avoid take. Any detection of CBB prior to or during Project implementation warrants consultation with CDFW to discuss how to avoid take. If take cannot be avoided, CDFW recommends acquiring an ITP pursuant to Fish and Game Code Section 2081(b), prior to initiating ground-disturbing activities.

Special-Status Bats

The MND states that various bat species, including Townsend's big-eared bat (TBEB) and the western mastiff bat (WMB), may utilize the habitats within the Project site. The MND includes MM BIO-4.7b, c, and d to mitigate for potential significant impacts to special-status bat species, which require preconstruction roosting bat surveys, and establishment of an appropriate no-disturbance buffer around roosts. CDFW concurs with these measures and recommends the qualified biologist utilize ultrasonic detectors during surveys to identify species and time surveys to occur during pre and post emergence timeframes. CDFW also recommends that MM BIO-4.7 c specify that no-disturbance would be no less than 100 feet around active roost sites. Finally, CDFW recommends, in the event a bat roost is identified, and work is planned to occur during the breeding season, CDFW be consulted to determine measures to prevent breeding disruption or failure.

California Spotted Owl

The Project site is within proximity to the known breeding range of the California Spotted Owl (CSO). CSO are known to occur within the Sierra Nevada Mountains year-round and may migrate to lower elevations in winter. The species has been known to occur in oak woodland and mixed coniferous forest habitats as low as approximately 1000 feet in elevation (Shuford and Gardali 2008). The MND includes MMs BIO-4.6a, b, and c, to mitigate for potential significant impacts to nesting birds and raptors, which presumably would include CSO; however, no species-specific surveys were conducted, no species-specific mitigation measures were included, and the MND does not have a discussion on potential impacts to CSO. As such, CDFW recommends the MND include the following:

Recommended Mitigation Measure 4: CSO Habitat Assessment
CDFW recommends a qualified biologist conduct a habitat assessment to determine whether suitable nesting or wintering habitat is present within the Project site.

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Recommended Mitigation Measure 5: CSO Protocol Surveys
If suitable habitat is determined to be present, CDFW recommends a qualified biologist conduct surveys for CSO and their requisite habitat features following the Protocol for Surveying Proposed Management Activities that may Impact Northern Spotted Owls survey protocol (USFWS 2011).

Recommended Mitigation Measure 6: CSO Consultation
If a CSO or CSO nest is found, it is recommended that the Project proponent consult with CDFW to determine an appropriate no-disturbance buffer and implement appropriate avoidance and minimization measures.

Northwestern Pond Turtle

The MND notes that northwestern pond turtle (NWPT) has the potential to be present within the Project site and MM BIO-4.4a, b, and c, are provided to mitigate for potential significant impacts to these species. CDFW concurs with these measures and also recommends that focused surveys for nests occur during the egg-laying season of March through August to identify and avoid impact to NWPT nests. NWPT are known to nest in the spring or early summer within 100 meters of a water body, although nest sites as far away as 500 meters have also been reported (Thomson et al. 2016). As such, CDFW recommends these survey efforts extend a sufficient distance upslope from the SFTR. CDFW also recommends that any NWPT nests that are discovered remain undisturbed with a no-disturbance buffer maintained around the nest until the eggs have hatched and neonates are no longer in the nest or Project site. If NWPT individuals are discovered at the site during surveys or Project activities, CDFW recommends that they be allowed to move out of the area of their own volition without disturbance.

Special-Status Plants

The MND notes that special-status plants have the potential to be present within the Project site and MM BIO-4.1a, b, and c, are provided to mitigate for potential significant impacts to these species. CDFW concurs with these measures and recommends that surveys also be focused during the blooming period for Springville Clarkia, as the species was documented within approximately 1 mile of the Project site and suitable habitat appears to be present. Additionally, if State endangered, threatened, or rare plants are identified during special-status plant surveys and take cannot be avoided, then to ensure compliance with CESA and the Native Plant Protection Act (NPPA), consultation with CDFW for acquisition of an ITP, pursuant to Fish and Game Code section 2081 subdivision (b) and/or California Code of Regulations, Title 14, section 786.9, subdivision (b), is necessary to comply with CESA and the NPPA.

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Editorial Comments and/or Suggestions

Nesting Birds: CDFW encourages that Project ground-disturbing activities occur during the bird non-nesting season; however, if ground-disturbing or vegetation-disturbing activities must occur during the nesting season (February 1st through September 15th), the Project applicant is responsible for ensuring that implementation of the Project does not result in violation of the Migratory Bird Treaty Act or relevant Fish and Game Code sections as referenced above.

CDFW further recommends that a qualified biologist conduct a pre-construction survey for active nests no more than 10 days prior to the start of ground or vegetation disturbance to maximize the probability that nests that could potentially be impacted are detected. CDFW also recommends that surveys cover a sufficient area around the Project site to identify nests and determine their status. A sufficient area means any area potentially affected, either directly or indirectly, by the Project. In addition to direct impacts (i.e., nest destruction), noise, vibration, and movement of workers or equipment could also affect nests. CDFW recommends that a qualified biologist establish a behavioral baseline of all identified nests. Once Project activities begin, CDFW recommends having a qualified biologist continuously monitor nests to detect behavioral changes resulting from the Project. If behavioral changes occur, CDFW recommends halting the work causing that change and consulting with CDFW for additional avoidance and minimization measures.

If continuous monitoring of identified nests by a qualified biologist is not feasible, CDFW recommends a minimum no-disturbance buffer of 250 feet around active nests of non-listed bird species and a 500-foot no-disturbance buffer around active nests of non-listed raptors. These buffers are advised to remain in place until the breeding season has ended or until a qualified biologist has determined the birds have fledged and are no longer reliant upon the nest or on-site parental care for survival. Variance from these no-disturbance buffers is possible when there is a compelling biological or ecological reason to do so, such as when the Project site would be concealed from a nest site by topography. CDFW recommends that a qualified wildlife biologist advise and support any variance from these buffers and notify CDFW in advance of implementing a variance.

Artificial Lighting: Proposed Project activities include construction of two pedestrian bridges over the SFTR riparian corridor and associated habitats, where a number of wildlife species are known to occur. Project construction is also likely to incorporate appropriate lighting. Installation of outdoor artificial night lighting can disrupt the circadian rhythms of many wildlife species. Many species use photoperiod cues for communication, determining when to begin foraging, thermoregulation behavior, and migration (Longcore and Rich 2004, Miller 2006, Nightingale et al. 2006, Perry et al. 2008, Stone et al. 2009). Phototaxis, a phenomenon which results in attraction and

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movement towards light, can disorient, entrap, and temporarily blind wildlife species that experience it (Longcore and Rich 2004). Project activities could result in disruption of wildlife behavior, inadvertent injury, or mortality.

CDFW recommends the MND incorporate enforceable mitigation measures to decrease the impacts of artificial outdoor lighting on wildlife species. Potentially feasible mitigation measures include motion sensitive lighting; mounting light fixtures as low as possible to minimize light trespass; use of light fittings that direct and confine the spread of light downward; and use of long-wavelength light sources. In addition, CDFW recommends that lighting, where feasible and safe, not be installed in ecologically sensitive areas (e.g., streams, wetlands, and habitat used by special-status species, such as nesting/roosting sites and riparian corridors) and the use of the white/blue wavelengths of the light spectrum be avoided.

Lake and Streambed Alteration: The MND notes that a Lake and Streambed Alteration Agreement would be necessary for the construction of the two pedestrian bridges. CDFW concurs that Project activities are likely subject to CDFW's regulatory authority pursuant Fish and Game Code section 1600 et seq. Project activities that substantially change the bed, bank, and channel of any river, stream or lake are subject to CDFW's regulatory authority pursuant Fish and Game Code section 1600 et seq. Fish and Game Code section 1602 requires an entity to notify CDFW prior to commencing any activity that may (a) substantially divert or obstruct the natural flow of any river, stream, or lake; (b) substantially change or use any material from the bed, bank, or channel of any river, stream, or lake (including the removal of riparian vegetation): (c) deposit debris, waste or other materials that could pass into any river, stream, or lake. "Any river, stream, or lake" includes those that are ephemeral or intermittent as well as those that are perennial and may include those that are highly modified such as canals and retention basins.

CDFW is required to comply with CEQA in the issuance of a Lake or Streambed Alteration Agreement; therefore, if the CEQA document approved for the Project does not adequately describe the Project and its impacts to lakes or streams, a subsequent CEQA analysis may be necessary for Lake or Streambed Alteration Agreement issuance. For information on notification requirements, please refer to CDFW's website (https://wildlife.ca.gov/Conservation/LSA) or contact CDFW staff in the Central Region Lake and Streambed Alteration Program at (559) 243-4593.

California Natural Diversity Database (CNDDB) Positive Submission of Data: Please note that the CNDDB is populated by voluntary submission records of species detections. As a result, species may be present in locations not depicted in the CNDDB but where there is suitable habitat and features capable of supporting species. A lack of an occurrence record in the CNDDB does not mean a species is not present. In order to adequately assess any potential Project-related impacts to biological resources, surveys

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conducted by a qualified wildlife biologist/botanist during the appropriate survey period(s) and using the appropriate protocol survey methodology are warranted in order to determine whether or not any special-status species are present at or near the Project site.

ENVIRONMENTAL DATA

CEQA requires that information developed in environmental impact reports and negative declarations be incorporated into a database which may be used to make subsequent or supplemental environmental determinations. (Pub. Resources Code, § 21003, subd. (e)). Accordingly, please report any special-status species and natural communities detected during Project surveys to CNDDB. The CNDDB field survey form can be filled out and submitted online at the following link: https://wildlife.ca.gov/Data/CNDDB/Submitting-Data. The types of information reported to CNDDB can be found at the following link: https://www.wildlife.ca.gov/Data/CNDDB/Plants-and-Animals.

FILING FEES

The Project, as proposed, could have an impact on fish and/or wildlife, and assessment of environmental document filing fees is necessary. Fees are payable upon filing of the Notice of Determination by the Lead Agency and serve to help defray the cost of environmental review by CDFW. Payment of the environmental document filing fee is required in order for the underlying project approval to be operative, vested, and final. (Cal. Code Regs, tit. 14, § 753.5; Fish & G. Code, § 711.4; Pub. Resources Code, § 21089).

CONCLUSION

CDFW appreciates the opportunity to comment on the MND to assist the City in identifying and mitigating Project impacts on biological resources. A Mitigation and Monitoring Program (MMRP) (Attachment 1) is included to assist the City with incorporating the recommended mitigation measures provided above. Questions regarding this letter or further coordination should be directed to John Riedel, Environmental Scientist, at (559) 807-1453 or by email at john.riedel@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Julie Vance
FA83F09FE08945A...

Julie A. Vance
Regional Manager

ATTACHMENT 1 - MMRP Table

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ec: State Clearinghouse
Land Use and Climate Innovation
state.clearinghouse@lci.ca.gov

U.S. Fish and Wildlife Service
Matt Nelson
matthew_nelson@fws.gov

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Attachment 1

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Attachment 1

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
RECOMMENDED MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

PROJECT: Tule River Tribe Complete Streets and Two Pedestrian Bridges Project

SCH No.: 2026041305

RECOMMENDED MITIGATION MEASURE	STATUS/DATE/INITIALS
Before Disturbing Soil or Vegetation	
Foothill Yellow-Legged Frog (FYLF)	
Recommended Mitigation Measure 1: FYLF protocol surveys	
Recommended Mitigation Measure 2: FYLF avoidance and take authorization	
California Spotted Owl (CSO)	
Recommended Mitigation Measure 4: CSO habitat assessment	
Recommended Mitigation Measure 5: CSO protocol surveys	
Recommended Mitigation Measure 6: CSO consultation	
During Construction	
Crotch's Bumble Bee (CBB)	
Recommended Mitigation Measure 3: CBB avoidance and consultation	

SUBJECT: Amendment to Porterville Development Ordinance Section 301.01 Related to Accessory Structure Setbacks

SOURCE: Community Development

COMMENT: In a continuing effort to accommodate practical and efficient use of residential property, staff is proposing amendments to Porterville Development Ordinance (PDO) Section 301.01 related to accessory structures. The proposed amendment is intended to provide additional flexibility for property owners seeking to construct detached garages, storage buildings, workshops, and similar accessory structures within residential properties.

Currently, detached accessory structures may encroach into setback areas only when located within the rear one-third of a lot. Staff is proposing that the allowable area for such encroachments be increased to the rear one-half of a lot, while also establishing a minimum setback distance for privacy purposes. The proposed amendment is intended to provide greater flexibility for residential lot development while maintaining compatibility with surrounding properties and neighborhood character.

The proposed amendment consists solely of revisions to development standards and does not authorize any specific use or activity. Accordingly, the proposed ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that the amendment will not have a significant effect on the environment.

RECOMMENDATION: That the City Council:
1. Conduct a Public Hearing to receive public testimony regarding the proposed amendment to PDO Section 301.01 related to accessory structure setbacks; and
2. Introduce and waive the first reading of the draft ordinance amending PDO Section 301.01 of the Porterville Development Ordinance, read by title only, and order the ordinance to print.

ATTACHMENTS:

1. Porterville Development Ordinance Section 301.01 wamendment
2. Draft Ordinance_PDO

Appropriated/Funded:

Review By:

Department Director:
Luisa Zavala, Economic and Housing Development Manager

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

301.01 Accessory Uses and Structures

An accessory use shall be secondary to a primary use and shall be allowed only in conjunction with a principal use or building to which it relates under the same regulations as the main use in any zoning district. Accessory uses and structures are also subject to the development and site regulations found in Chapter 300, General Site Regulations. Accessory structures shall be designed to be of similar/compatible architecture and materials as the main buildings, and in addition shall be located, developed, and operated in compliance with the following standards in the agricultural and residential zone districts as follows:

(a) Agricultural Accessory Structures. In the AC and RR districts, agricultural accessory uses and structures are allowed subject to the provisions of this section. Agricultural accessory uses and structures include any uses that are customarily related to an agricultural use including stables, barns, pens and sheds or other structures for the housing of such animals, feed, equipment, and tools.

(1.) Size. The maximum lot coverage allowed by the development standards shall not be exceeded.

(2.) Height. The agricultural accessory structure shall not exceed thirty-five (35) feet in height unless approved by the Zoning Administrator.

(3.) Building Separation. Agricultural accessory structures shall be separated from any main building by a minimum of six (6) feet. Setbacks.

(4.) Agricultural accessory structures shall meet all setback requirements of the main building.

(b) Residential Accessory Structures. Residential accessory structures include any uses that are customarily related to a residence, including garages, greenhouses, storage sheds, studios, workshops, detached covered decks (i.e. a patio structure), detached uncovered decks and patios two and one-half (2.5) feet in height or greater, and similar structures. Uncovered decks under two and one-half (2.5) feet in height, and fences are not subject to the regulations in this section. Additional regulations for residential second units are located in Section 301.16, Second Dwelling Units.

(1.) Attached Structures. An attached structure is not, by definition, an accessory structure. A structure shall be considered attached to a main structure if it is architecturally compatible with and made structurally a part of the main structure, including sharing a common wall or roof-line with the main structure. A structure attached with a breezeway connecting a door of the residence to a door of the detached structure, with a roof that is a minimum of eight (8) feet in width and fifteen (15) feet in length, will be considered a part of the main structure for purposes of this Ordinance. An attached structure shall comply with all requirements of this Ordinance applicable to the main structure, including, but not limited to setback requirements and height limits.

(2.) Number of Structures. The number of detached accessory structures shall be limited to two (2) unless approved by the Zoning Administrator.

(3.) Size. The floor area of detached accessory structures shall not exceed a cumulative floor area of one thousand two-hundred (1,200) square feet unless approved by the Zoning Administrator. In reviewing a request for additional size, the Zoning Administrator may consider neighborhood compatibility, overall lot coverage, relationship of the accessory structure to the main structure and use, and any circumstances unique to the neighborhood. In no case shall the accessory building exceed the ground floor area of the main building and in no case shall the maximum lot coverage allowed by the development standards be exceeded.

(4.) Height. The maximum height shall not exceed eighteen (18) feet. The Zoning Administrator may consider buildings exceeding eighteen (18) feet in height that are stepped back one (1) foot from the required side and rear setback lines for every foot of height above eighteen (18) feet up to twenty-four (24) feet.

(5.) Building Separation. Detached accessory structures requiring a building permit, with the exception of shade structures, shall be separated from any main building by a minimum of six (6) feet.

(6.) Setbacks. When located in the rear one-**half** ~~third~~ of a lot, detached accessory buildings shall not be located closer than four (4) feet to any rear property line **and shall maintain a minimum side yard setback of four (4) feet for privacy purposes**. In instances where the rear property line is coterminous with an alley right-of-way, the accessory building shall not be **located** closer than one (1) foot to such rear property line. Detached accessory buildings shall meet all other setback requirements **applicable to** ~~of~~ the main building.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING SECTION 301.01 OF THE PORTERVILLE DEVELOPMENT ORDINANCE RELATED TO ACCESSORY STRUCTURE SETBACKS

WHEREAS, on June 16, 2026, the City Council of the City of Porterville conducted a duly noticed public hearing to consider amendments to Section 301.01 of the Porterville Development Ordinance related to accessory structure setbacks; and

WHEREAS, the purpose of the proposed amendment is to provide additional flexibility within residential development standards for accessory structures while maintaining neighborhood compatibility and privacy considerations; and

WHEREAS, the proposed ordinance is consistent with the goals, policies, and objectives of the Porterville General Plan 2030; and

WHEREAS, the proposed amendment consists solely of revisions to development standards and does not authorize any specific use or activity; and

WHEREAS, the Environmental Coordinator has determined, based upon substantial evidence, that the proposed ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that the amendment will not have a significant effect on the environment.

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

Section 1. Adoption of the proposed ordinance is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3).

Section 2. Section 301.01, subdivision (b), paragraph (6) of the Porterville Development Ordinance is hereby amended to read as follows:

(6.) Setbacks. When located in the rear one-half of a lot, detached accessory buildings shall not be located closer than four (4) feet to any rear property line and shall maintain a minimum side yard setback of four (4) feet for privacy purposes. In instances where the rear property line is coterminous with an alley right-of-way, the accessory building shall not be located closer than one (1) foot to such rear property line. Detached accessory buildings shall meet all other setback requirements applicable to the main building.

Section 3. This ordinance shall take effect thirty (30) days after its adoption and shall be published in accordance with applicable law.

PASSED, APPROVED, AND ADOPTED this 16th day of June, 2026.

_____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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

SUBJECT: Presentation of the Proposed Fiscal Year 2026-2027 Budget and Scheduling of Public Hearing

SOURCE: City Manager's Office

COMMENT: Consistent with Section 51 of the City Charter, the City Manager is required to submit a proposed budget for City Council consideration not later than thirty (30) days prior to the end of the City's fiscal year. The proposed Fiscal Year 2026-2027 Budget includes estimated revenues and expenditures for all City departments and funds for the upcoming fiscal year.

The attached budget message summarizes the significant projects, priorities, operational considerations, and financial factors associated with development of the proposed budget. The proposed budget also recommends continued periodic review of budget targets and expenditure adjustments, if necessary, to maintain long-term fiscal sustainability.

Any proposed reductions in fund balances are primarily associated with planned capital improvement projects and one-time expenditures included within the proposed budget.

Pursuant to the City Charter, after review and consideration of the proposed budget, the City Council is required to adopt the budget by resolution, which shall operate as an appropriation of funds for the amounts and purposes identified within the adopted budget.

All spending authority from the Fiscal Year 2025-2026 Budget will expire on June 30, 2026. Accordingly, a new budget must be adopted to ensure payroll obligations, operational expenditures, and other routine financial obligations may continue effective July 1, 2026.

The City Charter does not specifically require adoption for the full fiscal year term. Accordingly, and consistent with prior City Council discussions, the City Council may authorize a budget adoption period for less than the full fiscal year, if desired.

At its Special Meeting on May 14, 2026, the City Council reviewed and affirmed

its priority projects for Fiscal Year 2026-2027, including continued efforts to pursue the installation of a splash pad at Veterans Park and the implementation of a downtown Main Street sound system.

Staff is requesting that the City Council receive the proposed budget, provide any preliminary direction regarding modifications or priorities, and schedule the required public hearing for adoption consideration on June 16, 2026.

RECOMMENDATION: That the City Council:
1. Receive and provide direction regarding the proposed Fiscal Year 2026-2027 Budget; and
2. Schedule a Public Hearing on the proposed Fiscal Year 2026-2027 Budget for Tuesday, June 16, 2026.

ATTACHMENTS:
1. Fiscal Year 2026-2027 Budget Message
2. Fiscal Year 2026-2027 Annual Budget - Fund Summaries
3. Fiscal Year 2026-2027 Annual Budget - Fund Detail
4. Fiscal Year 2026-2027 Equipment Replacement Schedule
5. Fiscal Year 2026-2027 Capital Improvement Program

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

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

City Manager's FY 2026-2027 Budget Message

June 2, 2026

Honorable Mayor, Vice Mayor, Councilmembers, and the Residents of Porterville:

It is my honor to present the City of Porterville's Proposed Budget for Fiscal Year 2026-2027.

This budget represents far more than a financial document. It reflects the City Council's priorities, the community's vision for the future, and the City's leadership commitment to responsible stewardship, operational accountability, organizational modernization, and long-term financial sustainability.

Over the past decade, the City of Porterville endured extraordinary financial, operational, and community challenges. Following the Great Recession, the City focused heavily on fiscal stabilization, protecting core services, and rebuilding reserves. In more recent years, the City navigated the catastrophic Library Fire, the pandemic, inflationary pressures, supply chain disruptions, rising pension obligations, significant infrastructure demands, and the Flood Fight.

Throughout those challenges, prior City leadership and staff worked diligently to maintain essential services, secure outside funding opportunities, and position the City for continued growth.

Fiscal Year 2025-2026 marked the first budget developed under the current City Council leadership and City Manager administration. That budget began a deliberate transition in the City's organizational philosophy from a local government primarily focused on responding to crises and delivering projects toward a local government focused on organizational performance, accountability, measurable outcomes, and operational sustainability.

The Fiscal Year 2026-2027 Budget continues that transition through a focus on disciplined operations, responsible financial planning, reliable infrastructure, effective public services, and clear organizational priorities.

COMMUNITY ENGAGEMENT AND TRANSPARENCY

This year's budget process continued placing a strong emphasis on transparency, public engagement, and community collaboration.

The City hosted a Community Budget Workshop, a Capital Improvement Program Special City Council Meeting, and a Preliminary Budget Special City Council Meeting to provide residents with opportunities to better understand how City revenues are generated, how resources are allocated, and how investment decisions are made. Residents provided valuable feedback regarding infrastructure, public safety, economic development, parks, quality of life improvements, and long-term community priorities.

The budget reflects the City Council's commitment to ensuring that budgeting is not simply an internal government process, but a collaborative effort between the City organization and the residents we serve.

FINANCIAL OVERVIEW

The Fiscal Year 2026-2027 Budget was developed conservatively and strategically amid continuing financial pressures facing the City.

While the City continues to experience economic activity, revenue growth has remained relatively flat and the City anticipates potential revenue declines over the coming fiscal years. At the same time, the City continues facing increasing operational and financial pressures that require disciplined budgeting, expenditure control, and careful alignment of organizational resources.

The Fiscal Year 2026-2027 Budget currently projects revenues of approximately $37,051,838 and expenditures of approximately $36,643,108, resulting in a modest projected surplus of approximately $265,885.

During the budget development process, the City identified and addressed a $1.5 million structural deficit through expenditure reductions, workforce alignment, operational restructuring, and strategic cost-control measures. Balancing measures included eliminating vacant positions, strategically reducing expenditures across departments, pausing certain equipment replacement

investments, and implementing organizational restructuring initiatives designed to improve efficiency and align operations with long-term revenue expectations.

While these financial realities require difficult but necessary decisions, the City's proactive approach to budget development and operational restructuring has positioned the organization to address current challenges while preserving essential public services, maintaining responsible reserve levels, and strengthening the City's overall financial position.

The Fiscal Year 2026-2027 Budget also reflects the City's continued effort to strengthen financial forecasting, improve operational transparency, modernize internal systems, and utilize data-driven decision-making to improve service delivery and resource allocation.

FISCAL POLICY AND LONG-TERM SUSTAINABILITY

The Fiscal Year 2026-2027 Budget reflects the City's broader fiscal policy framework focused on strengthening financial stability, reducing liabilities, improving service delivery, and establishing a more proactive and disciplined approach to government operations.

The City recognizes that many of its financial pressures, infrastructure demands, operational inefficiencies, and unfunded liabilities developed gradually over many years and will require consistent planning, disciplined decision-making, and organizational accountability to address responsibly. Fiscal Year 2026-2027 continues the City's deliberate shift towards a more strategic and implementation-focused approach.

First, the City must continue reducing expenditures and aligning operational costs with realistic revenue expectations. This includes workforce alignment through attrition, organizational restructuring, elimination of waste, modernization of internal operations, and prioritization of staffing resources based on City Council priorities and available revenues.

Second, the City must continue reducing unfunded liabilities and financial obligations that place increasing pressure on the organization's fiscal stability. This includes continuing to address the City's CalPERS obligations, which currently exceed $50 million and require annual payments exceeding $6 million, while also addressing approximately $9 million in liabilities associated with the City's Risk Management Fund.

The Fiscal Year 2026-2027 Budget begins addressing these liabilities through an initial $100,000 contribution toward the Risk Management Fund deficit while also implementing policy and

operational changes intended to improve financial accountability. These efforts include evaluating healthcare and workers' compensation contribution structures, improving internal risk management practices, and ensuring enterprise operations appropriately absorb operational liability costs rather than relying on the General Fund.

The City must also continue strategically evaluating sustainable operational and financial solutions associated with the Municipal Golf Course, which currently carries approximately $2.4 million in outstanding debt obligations. During Fiscal Year 2025-2026, the City took important steps to fully fund Golf Course operations and stabilize ongoing financial losses. Moving forward, the City must continue evaluating operational models and financial strategies that improve operational viability, which may include increasing revenues, pursuing public-private partnerships, or evaluating future revenue-generating opportunities associated with the property.

Third, the City must continue strengthening revenues through economic development, housing growth, business expansion, industrial development, infrastructure coordination, and implementation-focused pro-growth policies intended to expand the City's tax base and improve economic competitiveness. The City will also continue evaluating and updating user fees, service charges, and cost recovery structures across departments to better align revenues with the actual cost of providing public services.

Finally, the City must continue evolving toward a more performance-driven and business-oriented operational model focused on efficiency, accountability, innovation, and financial sustainability. This includes continued evaluation of operational practices, service delivery models, public-private partnerships, alternative revenue opportunities, and other strategic initiatives intended to improve organizational performance, accelerate economic growth, and strengthen the City's financial position.

WORKFORCE ALIGNMENT AND OPERATIONAL RESTRUCTURING

One of the most important components of the Fiscal Year 2026-2027 Budget is the City's continued effort to align staffing levels, organizational structures, and ongoing expenditures with available revenues and operational priorities.

Like many local governments throughout California, Porterville continues facing rising operational costs, pension obligations, inflationary pressures, and increasing service demands that require the City to continuously evaluate service delivery and organizational efficiency.

In order to maintain financial stability and align operational costs with available revenues, the City must continue implementing workforce alignment strategies through attrition, retirements, modernization, operational restructuring, and careful evaluation of vacant positions within departments primarily funded through the General Fund, Measure H, and Measure I.

These efforts are intended to minimize impacts to existing employees while maintaining essential public services and responsibly aligning staffing resources with service demands and available revenues.

At the same time, the City recognizes that enterprise-funded operations must continue maintaining service levels that are financially sustainable and responsive to community needs.

Accordingly, staff is proposing targeted staffing increases within the Refuse Division of the Transportation Department to address service needs that have gone unaddressed for many years. These adjustments, along with investments in additional vehicles, Routeware technology systems, and other service improvements, are intended to modernize service delivery, improve routing efficiency, strengthen accountability, and improve overall effectiveness within the City's refuse operations.

In addition to workforce alignment, each department is expected to continue identifying opportunities to strategically reduce expenditures and improve productivity wherever possible.

This includes:

- Reducing labor overtime where operationally feasible
- Reducing dependence on paper and transitioning toward a more paperless environment
- Improving efficiency through modernization and technology
- Eliminating waste throughout departmental operations
- Continuously evaluating processes to improve productivity and accountability

The Fiscal Year 2025-2026 Budget marked the beginning of a significant organizational transition focused on improving accountability, coordination, organizational alignment, and overall performance throughout the City organization. Over the past year, the City has undergone substantial leadership and operational restructuring as part of a broader effort to modernize operations, strengthen expectations, improve efficiency, and better position the organization for the future.

The City recognizes the value of institutional knowledge and the contributions made by past employees and leadership. At the same time, the organization remains focused on building a proactive and performance-driven culture centered on accountability, organizational effectiveness, and customer service.

Building upon that transition, the Fiscal Year 2026-2027 Budget prioritizes the continued development of a high-performing leadership team and organizational structure designed to attract, develop, and retain top-tier talent committed to the City's strategic vision and operational priorities.

As part of this effort, the City will continue implementing strategic organizational adjustments intended to improve coordination, strengthen oversight, enhance customer service, modernize internal operations, and better align departmental responsibilities with citywide priorities.

This organizational restructuring also creates the opportunity to establish a full-time Parks & Leisure Director focused specifically on parks, recreation, community services, and quality of life initiatives. As the City continues growing and investing in recreational facilities and community amenities, dedicated departmental leadership will strengthen operational oversight, project implementation, long-range planning, and service delivery within the Parks & Leisure Department.

ORGANIZATIONAL MODERNIZATION

The Fiscal Year 2026-2027 Budget continues the City's effort to modernize internal operations, streamline processes, improve customer service, and create a more efficient and responsive local government organization.

Modernization initiatives included in the Fiscal Year 2026-2027 Budget are focused on upgrading core business systems, expanding digital services, improving communication, and enhancing organizational efficiency across departments.

Key modernization initiatives include:

- New permitting and business license software
- Upgraded financial systems
- Expanded digital services and paperless processes
- Enhanced customer service and operational improvements

Fiscal Year 2025-2026 also included continued expansion of the Water Division's Digital Meter Program, which provides residents with access to real-time water consumption information and improved usage monitoring capabilities.

These investments are intended to strengthen public access to services, improve organizational efficiency, and support a more responsive and business-friendly organization.

LONG-TERM STRATEGIC INVESTMENT

The Fiscal Year 2026-2027 Budget reflects what the City Council has identified as the "Great Pivot" — a strategic shift in the City's priorities toward economic development and pro-growth policies intended to strengthen Porterville's economic future and financial stability.

Over the past decade, the City has identified and planned approximately $1.2 billion in capital projects and infrastructure investments across streets, bridges, water systems, wastewater infrastructure, storm drainage, parks, public safety facilities, transit, airport infrastructure, and economic development initiatives. Many of these projects have been completed or are currently underway, while others remain part of the City's broader infrastructure planning efforts supporting future growth, operational needs, and community development.

As operational costs continue to rise and revenue growth remains limited, the City must strategically prioritize investments that expand the tax base, strengthen economic competitiveness, and support financial stability.

The "Great Pivot" reflects the City Council's decision to re-prioritize resources previously associated with the Olive Street Bridge project and instead prioritize the SoTu Master Plan as a transformational economic development initiative intended to support housing opportunities, business expansion, infrastructure coordination, and future revenue generation.

The SoTu Master Plan also aligns closely with the City Council's pro-growth strategic direction focused on modernizing and updating the City's Development Ordinance to eliminate unnecessary red tape, reduce bureaucracy, streamline permitting processes, and remove regulatory barriers that have historically slowed investment and development within the community.

In support of this strategy, the Fiscal Year 2026-2027 Budget also includes the consolidation of Planning and Engineering functions into a newly reorganized Planning & Engineering Department

designed to improve coordination, streamline development review processes, accelerate project delivery, and create a more efficient and business-friendly development environment.

Collectively, these efforts represent a significant strategic and operational shift toward:

- Economic competitiveness
- Strategic growth
- Streamlined government
- Organizational efficiency
- Housing production and business development
- Infrastructure coordination
- Implementation-focused economic development policies

At the same time, the City remains committed to balancing growth and economic expansion with responsible infrastructure planning, operational capacity, and preservation of public assets necessary to support the community over time.

INFRASTRUCTURE AND CAPITAL PRIORITIES

The Fiscal Year 2026-2027 Budget continues prioritizing infrastructure investments focused on improving public safety, supporting economic development, enhancing mobility, and maintaining critical public infrastructure throughout the community.

For Fiscal Year 2026-2027 alone, the City has identified approximately $107 million in planned capital investments across transportation infrastructure, water systems, public facilities, and community improvement projects.

Major Street, Water, and Transportation investments planned for Fiscal Year 2026-2027 include:

- Street Improvements
    - 30 lane-miles of Self-Performed Street Maintenance ($3,000,000)
    - Main Street Parking Lot ($2,010,000)
    - SR190 / 65 Improvements ($8,710,000)
    - Newcomb / Mulberry Traffic Signal ($1,234,000)
- Pedestrian Safety Improvements
    - HAWK Crossings ($1,800,000)
    - Rapid Flashing Beacons ($745,000)

- Water Infrastructure Improvements
    - Well No. 34 & 37 ($6,283,035)
    - Del Oro and Hope School Consolidations ($4,030,000)
- Transportation
    - Airfield Electrical Improvements ($710,000)
    - Fuel Island Containment ($250,000)
    - New Transportation Maintenance Facility ($8,000,000)
    - Airport Runway Expansion and Rehabilitation

Fiscal Year 2025-2026 also included several significant transportation modernization improvements, including delivery of nine new compressed natural gas (CNG) transit buses, installation of new solar-powered bus stop signage with integrated seating, deployment of modern transit shelters, and interior and exterior renovations at the Transit Center intended to improve rider experience, accessibility, and overall transit system performance.

The Porterville Municipal Airport continues serving as a critical regional transportation and emergency response asset supporting CalFire's Air Attack Base, U.S. Forestry operations, aviation training activities, military and airborne operations, and broader economic development opportunities throughout the region. Planned runway expansion and rehabilitation improvements are intended to improve operational safety, maintain FAA compliance, reduce infrastructure risks, and strengthen the reliability of critical airport infrastructure.

These investments are intended to strengthen infrastructure reliability, improve mobility and public safety, support economic development, and preserve the public assets necessary to serve the Porterville community for years to come.

PUBLIC SAFETY

Public safety remains one of the City Council's highest priorities and continues to serve as a foundational responsibility of the City.

Fiscal Year 2025-2026 included several major public safety and firefighter training investments, including the construction of the new four-story Drager Live Fire Training Tower designed to provide realistic, controlled live fire training conditions that improve operational readiness, emergency response capabilities, and firefighter safety.

The Fiscal Year 2026-2027 Budget continues supporting the facility, equipment, technology, and service needs of the City's Police and Fire Departments to ensure first responders have the resources necessary to protect the community and respond effectively to emergencies.

Major public safety investments planned for Fiscal Year 2026-2027 include:

- Radio Upgrades ($1,013,503)
- Implementation of the Drone as a First Responder Program
- Fire Station #71 Remodel (Design) ($1,098,892)
- Fire Station #72 Remodel ($3,334,000)
- Delivery of a new Ladder Truck and Fire Engine

Porterville's voter-approved public safety measures, Measure H and Measure I, continue to play an essential role in supporting public safety services, improving emergency response capabilities, maintaining public safety facilities, and funding infrastructure improvements that benefit the community.

The City Council and City administration also recognize the outstanding leadership, professionalism, and dedication demonstrated daily by Interim Police Chief Bobby Rader, Fire Chief Brian Cogburn, and the men and women of the Porterville Police and Fire Departments who work tirelessly each day to protect residents and visitors throughout the City. Their commitment to public service, emergency response, and community safety continues to play a critical role in maintaining the safety and well-being of the Porterville community.

The City remains committed to ensuring that public safety personnel continue receiving the support, training, and resources necessary to protect the Porterville community.

PARKS, QUALITY OF LIFE, AND COMMUNITY INVESTMENT

The Fiscal Year 2026-2027 Budget recognizes that strong communities are built not only through public safety and infrastructure investment, but also through parks, recreational amenities, public spaces, and programs that strengthen neighborhoods and enhance quality of life.

The City's Parks & Leisure Department continues embracing its guiding philosophy that "Parks Make Life Better," recognizing that parks, recreation programs, trails, community facilities, and public spaces play an important role in supporting wellness, healthy lifestyles, youth activities, neighborhood pride, and overall quality of life throughout Porterville.

Fiscal Year 2025-2026 also included several significant community enhancements, including the addition of the USS Porterville Battleship Playground and the Washington Monument at Veterans Park, both of which expanded recreational opportunities, strengthened civic identity, and created new amenities for residents and families.

As the City continues expanding parks, recreational facilities, and public amenities, the Fiscal Year 2026-2027 Budget also recognizes the operational responsibilities associated with maintaining and operating those investments. In particular, the future completion and operation of the Overland Park & Recreation Center will require additional staffing resources to support facility operations, maintenance, and programming. Planning for these operational needs remains important to ensuring these investments remain well-maintained and responsive to residents over time.

Major quality of life and community investment initiatives planned for Fiscal Year 2026-2027 include:

- Overland Park & Recreation Center ($11,457,847)
- Butterfield Corridor Trail ($1,506,000)
- New Library (Design) ($2,115,820)
- Sportsplex (Design) ($650,000)
- Veterans Park Trail Phase II ($1,800,000)
- City Hall Roof Repair & ADA Improvements ($800,000)
- Navigation Center Expansion ($854,761)

These investments are intended to expand recreational opportunities, improve connectivity, support neighborhood revitalization, and enhance quality of life throughout Porterville.

The City also recognizes that investments in parks, recreation, and public amenities play an important role in supporting economic growth, attracting investment, and strengthening Porterville's appeal as a place to live, work, and raise a family.

ECONOMIC DEVELOPMENT AND FUTURE GROWTH

Economic development and sustainable growth remain central priorities of the City Council's strategic vision for Porterville's future.

The Fiscal Year 2026-2027 Budget continues focusing on strengthening economic competitiveness, expanding the tax base, supporting housing and business development, and improving financial stability.

The City's economic development strategy is centered around five key focus areas:

- Sales tax generation
- Housing growth
- Industrial development
- Downtown revitalization
- Workforce alignment

Sales tax generation remains critically important to the City's financial stability. Supporting local business growth, expanding economic activity, and increasing taxable sales are essential to maintaining service levels and reducing pressure on existing revenue sources.

The City must continue supporting responsible housing growth and industrial development to strengthen the local economy, expand the tax base, create jobs, and position Porterville for continued growth opportunities.

Porterville's affordability, strong sense of community, agricultural foundation, workforce potential, and central location within the San Joaquin Valley continue creating opportunities to attract new families, businesses, and investment to the community.

Downtown revitalization remains another important priority. A strong downtown supports economic activity, community identity, tourism opportunities, private investment, and overall vibrancy throughout the City.

A major component of this strategy includes continued implementation of the SoTu Master Plan, which is intended to serve as a transformational economic development initiative supporting housing opportunities, infrastructure investment, business expansion, and future revenue generation throughout the community.

The City also continues modernizing its Development Ordinance and reorganizing internal development functions through the newly consolidated Planning & Engineering Department in order to create a more efficient, coordinated, and business-friendly development environment.

At the federal level, the City recognizes the growing emphasis on reducing bureaucracy, accelerating project delivery, supporting workforce development, and prioritizing strategically planned and shovel-ready infrastructure investments. As competition for state and federal funding increases, local governments must be prepared to move projects efficiently from planning to implementation while demonstrating readiness, coordination, and economic value.

In support of these efforts, staff is also recommending funding for professional legislative and governmental advocacy services intended to strengthen the City's ability to compete for state and federal funding opportunities, monitor regulatory and legislative developments, support strategic infrastructure priorities, and advance broader economic development initiatives important to the community.

Proactive engagement and strategic advocacy will remain important tools for supporting infrastructure investment, economic development initiatives, workforce development opportunities, and regional partnerships.

The City recognizes that economic growth is supported through coordinated investments in infrastructure, housing, public services, transportation, quality of life amenities, and business support systems that strengthen the community's competitiveness and attractiveness for investment.

Ultimately, these efforts are intended to create a stronger Porterville with expanded housing opportunities, improved public services, increased economic investment, and greater opportunity for residents, businesses, and future generations.

LOOKING FORWARD

The Fiscal Year 2026-2027 Budget reflects a City organization that is planning not only for today's needs, but for future generations.

This budget reflects a deliberate strategy focused on responsible governance, disciplined operations, economic growth, and continued investment in the Porterville community.

While challenges remain, Porterville is better positioned to move forward through responsible financial planning, strategic investment, and a clear vision for the future. Porterville remains a

community defined by resilience, hard work, family values, and a shared commitment to building a stronger future together.

The work ahead will require continued leadership, collaboration, innovation, and strong partnerships between the City Council, City staff, residents, businesses, and the broader community. Porterville remains well-positioned to continue building upon the momentum established over the past year.

Ultimately, the goal is simple: to build a stronger, more prosperous, and more financially stable Porterville for future generations.

Sincerely,



Richard Tree
City Manager

ANNUAL BUDGET



FISCAL YEAR
2026-2027

CITY OF PORTERVILLE
ANNUAL BUDGET
2026 – 2027

GENERAL FUND

The General Fund was established by the original Charter of the City. Activities financed from this fund include legislative, administrative, legal and fiscal functions; police and fire protection services; planning and community promotion, engineering and construction safety, inspection, and regulation services; street and storm drain maintenance and traffic safety services; and parks, recreational, and library services. The primary sources of revenue for this fund include property tax, sales tax, utility users tax, and charges for services.

The projects proposed for fiscal year 2026-2027 total $6,776,750 and include the following:

		Appropriation
ADA improvements – city facilities	$	100,000
City hall roof replacement		700,000
Development ordinance update		51,000
Downtown holiday décor		40,000
Emergency Operations Center/Fire Station #71		1,098,892
Multi-sports field improvements (NPS Grant)		150,000
New Library – design (CSL Grant/Insurance proceeds)		2,115,820
Overland community center/park (Prop 68 grant)		2,221,038
Permitting & Asset Management Software		100,000
Sports Complex Improvements – booster pump		150,000
Update circulation element		50,000
Total	$	6,776,750

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027
GENERAL FUND SUMMARY

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Revenues from:				
Property Taxes	$ 10,013,704	$ 10,010,000	$ 10,607,824	$ 10,920,991
Sales and Use Taxes	8,217,471	7,815,327	8,238,265	8,274,919
Utility Users Taxes	5,731,918	5,600,000	5,583,529	5,600,000
Other Taxes	4,857,368	4,919,218	4,782,593	4,785,718
Permits	1,089,635	931,000	919,841	956,000
Other agencies	1,483,859	636,398	1,021,250	288,615
Invested assets	1,122,743	970,066	1,055,638	1,000,066
Fines	18,142	21,500	19,519	18,800
Charges for services	4,801,111	4,889,803	5,132,113	5,007,229
Other revenues	346,747	192,200	207,303	199,500
Total operating revenues	**37,682,698**	**35,985,512**	**37,567,875**	**37,051,838**
Appropriations for:				
Legislation	1,053,489	1,037,200	916,443	990,563
Administration	1,415,676	1,324,400	1,148,738	1,872,605
City Attorney	170,859	200,000	206,500	350,000
Finance	2,123,413	2,759,269	2,541,090	2,954,666
Police Services	11,036,273	12,479,259	11,538,981	12,603,630
Fire Services	5,727,761	6,213,859	5,340,820	6,195,766
Planning & Engineering	3,259,170	3,314,014	3,186,653	3,220,020
Public Works	1,880,643	2,036,537	1,992,421	2,025,937
Parks and Leisure Services	5,254,182	6,122,012	5,807,560	6,366,491
Parks and Leisure Services - grant prog	65,104	50,241	45,793	63,430
Total departmental expenditures	**31,986,570**	**35,536,791**	**32,724,999**	**36,643,108**
Revenue over (under) expenditures	**5,696,128**	**448,721**	**4,842,876**	**408,730**
Other financing sources (uses):				
Transfers:				
Special Gas Tax	1,384,824	1,491,678	1,490,154	1,477,138
Community Development Block Grant	356,675	-	-	-
Traffic Safety Fund	71,689	75,850	73,383	75,850
Transportation Development	150,000	150,000	150,000	150,000
Park Development	109,543	82,700	79,598	82,600
Building Construction Fund	5,493	4,000	4,740	4,500
Golf Support	(301,368)	(400,000)	(400,000)	(400,000)
Other Transfers	-	-	-	(100,000)
Net transfers	1,776,856	1,404,228	1,397,875	1,290,088
Capital grants / donations / sale of land	914,629	12,800,275	5,812,760	3,954,780
GF reserve / designated funds	1,125,030	3,690,000	482,134	1,065,000
Restricted Fund Balance	715,893	210,000	162,980	1,794,470
Special Purpose Reserve	22,747	100,000	93,459	115,000
Capital Outlay	(1,574,369)	(16,680,275)	(5,479,581)	(6,736,750)
Debt Service	(1,626,007)	(1,630,863)	(1,630,863)	(1,625,433)
CalPERS UAL discretionary payment	-	-	-	-
Total other financing sources (uses)	**1,354,779**	**(106,635)**	**838,764**	**(142,845)**
Net Resources / (Appropriations)	**$ 7,050,907**	**$ 342,086**	**$ 5,681,640**	**$ 265,885**

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

GENERAL FUND REVENUE ESTIMATES

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Property taxes				
Current Secured	$ 4,037,028	$ 4,225,000	$ 4,287,028	$ 4,390,000
Current Unsecured	285,122	285,000	291,568	293,000
Prior Secured/Unsecured	105,324	100,000	113,295	115,000
In lieu of VLF	5,586,230	5,400,000	5,915,933	6,122,991
Total	10,013,704	10,010,000	10,607,824	10,920,991
Other taxes				
Sales & use tax	8,217,471	7,815,327	8,238,265	8,274,919
Utility Users tax	5,731,918	5,600,000	5,583,529	5,600,000
Transient occupancy tax	778,027	800,000	766,495	785,000
Property transfer tax	123,890	106,000	153,128	140,000
Franchises	775,772	800,000	760,330	760,000
Municipal franchises	1,001,134	1,001,134	1,001,134	1,001,134
Sales tax-Public Safety	394,773	386,000	356,190	343,500
Payments in-lieu of taxes	676,084	676,084	676,084	676,084
Business license tax	1,107,688	1,150,000	1,069,232	1,080,000
Total	18,806,757	18,334,545	18,604,387	18,660,637
Permits				
Building permits	399,204	350,000	348,441	350,000
Plumbing permits	349,687	275,000	291,293	300,000
Electrical permits	295,492	250,000	223,502	250,000
Other permits	45,252	56,000	56,605	56,000
Total	1,089,635	931,000	919,841	956,000
Revenue from Other Agencies				
Vehicle license fees in excess	195,446	85,000	96,218	95,000
Homeowners tax exemption	20,720	21,000	20,817	21,000
State & Federal operating grants	1,124,990	450,398	808,173	77,615
State Reimbursements	142,703	80,000	96,042	95,000
Total	1,483,859	636,398	1,021,250	288,615
Use of money & property				
Investment income	1,070,776	920,000	1,005,222	950,000
Rental income	51,967	50,066	50,416	50,066
Total	1,122,743	970,066	1,055,638	1,000,066

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

GENERAL FUND REVENUE ESTIMATES

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Fines & forfeitures				
Parking fines	5,864	9,000	5,485	6,000
Vehicle code fines	2,685	2,500	3,835	2,800
Other fines	9,593	10,000	10,199	10,000
Total	18,142	21,500	19,519	18,800
Charges for services				
Planning & zoning fees	69,143	60,000	48,835	51,000
Engineering & inspection fees	95,802	89,500	67,806	76,000
Police services	460,984	455,000	509,952	466,000
Fire services	219,557	167,000	282,517	182,000
Library services	16,045	17,000	17,996	17,000
Recreation facility rentals	64,651	64,340	59,408	62,175
Recreation program revenues	179,641	166,970	164,979	162,100
Senior program revenues	14,061	14,000	13,102	14,000
Swimming fees	90,653	90,000	85,435	89,000
Passport services	82,556	77,000	67,274	75,000
Interfund services	3,487,831	3,675,539	3,802,355	3,800,000
Other service charges	20,187	13,454	12,454	12,954
Total	4,801,111	4,889,803	5,132,113	5,007,229
Other revenues	346,747	192,200	207,303	199,500
TOTAL GENERAL FUND	37,682,698	35,985,512	37,567,875	37,051,838

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

GENERAL FUND EXPENDITURE ESTIMATES

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
LEGISLATIVE				
City Council	$ 173,623	$ 157,200	$ 140,936	$ 253,000
- Reserves / Designated Funds	22,747	115,000	93,459	115,000
Community Promotion	300,191	555,000	457,672	459,063
Emergency Operations - Temporary Library	198,904	210,000	162,980	163,500
Emergency Operations - March Storms	358,024	-	61,396	-
Total	1,053,489	1,037,200	916,443	990,563
ADMINISTRATIVE				
City Manager	590,405	526,876	490,170	871,001
City Clerk	345,656	331,132	301,783	427,407
Human Resources	479,615	466,392	356,785	574,197
Total	1,415,676	1,324,400	1,148,738	1,872,605
CITY ATTORNEY	170,859	200,000	206,500	350,000
FINANCE				
General Accounting	721,072	1,049,026	948,832	1,153,496
Information Technology Services	624,620	798,847	737,719	842,029
General Services	323,404	439,715	371,031	461,881
Utility Billing	454,317	471,681	483,508	497,260
Total	2,123,413	2,759,269	2,541,090	2,954,666
POLICE SERVICE				
Police Administration	11,036,273	12,479,259	11,538,981	11,981,582
Animal Services	-	-	-	622,048
Total	11,036,273	12,479,259	11,538,981	12,603,630

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

GENERAL FUND EXPENDITURE ESTIMATES

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
FIRE SERVICE	5,727,761	6,213,859	5,340,820	6,195,766
PLANNING & ENGINEERING				
Planning	753,974	912,299	700,545	886,405
Economic Development	487,927	461,951	458,989	337,893
Engineering & Project Management	2,017,269	1,939,764	2,027,119	1,995,722
Total	3,259,170	3,314,014	3,186,653	3,220,020
PUBLIC WORKS				
Street Maintenance	645,936	746,713	769,553	753,100
Traffic Control	403,943	453,394	404,845	458,457
Street Lighting	738,888	744,965	720,601	724,038
Parking Lot Maintenance	91,876	91,465	97,422	90,342
Total	1,880,643	2,036,537	1,992,421	2,025,937
PARKS & LEISURE SERVICES				
Parks Maintenance	3,505,369	4,172,270	4,024,256	4,180,458
Leisure Services	846,836	985,230	954,695	990,192
Swimming Pool	256,973	280,469	248,585	282,628
Library	645,004	684,043	580,024	698,998
Overland Rec Center	-	-	-	214,215
Subtotal	5,254,182	6,122,012	5,807,560	6,366,491
Grant-funded Parks programs	65,104	50,241	45,793	63,430
Total	5,319,286	6,172,253	5,853,353	6,429,921
TOTAL GENERAL FUND	$ 31,986,570	$ 35,536,791	$ 32,724,999	$ 36,643,108

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

GENERAL FUND EQUIPMENT REPLACEMENT

This fund was established to build up funds for the acquisition and replacement of vehicles and equipment for general fund activities including administrative, police and fire protection, planning and community development, public works, and parks and recreational services. Funds are deposited from the General Fund, Measure H Fund and Measure I Fund.

For the fiscal year 2026-2027, the following capital projects in the amount of $1,222,703 are proposed:

		Appropriation
Accounting software update	$	10,000
FS#74 Type 1 Engine		199,200
Emergency Communication Center Radio Upgrade		1,013,503
Total	$	1,222,703

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

GENERAL FUND EQUIPMENT REPLACEMENT

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 8,340,927	$ 9,645,501	$ 10,295,905	$ 10,341,180
Add:				
Revenues from:				
Federal and state grants	204,188	125,000	274,251	175,000
Interest income	491,796	200,000	274,251	250,000
Interdepartmental service charges	3,056,646	2,300,000	1,792,704	1,900,000
Other revenues	35,645	30,000	47,410	-
Total	3,788,275	2,655,000	2,388,616	2,325,000
Less:				
Appropriations for:				
Equipment replacement	1,821,215	1,413,000	1,842,541	1,188,291
Capital projects	12,082	800,000	500,800	1,222,703
Total	1,833,297	2,213,000	2,343,341	2,410,994
Available balance, end of year	$ 10,295,905	$ 10,087,501	$ 10,341,180	$ 10,255,186

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

PUBLIC SAFETY SALES TAX (MEASURE H) FUND

This fund was established as a result of the voters' approval of a one-half cent increase in sales tax on the November 8, 2005 Special Consolidated Election ballot. This fund is used to account for revenues received from this district tax, which are restricted for police and fire protection services and for literacy programs.

For the fiscal year 2026-2027, $2,110,316 is appropriated for the following project:

	Appropriation
Fire Station #72 construction	$ 2,010,316
Fire Station #72 furnishings	100,000
Total	$ 2,110,316

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

PUBLIC SAFETY SALES TAX (MEASURE H) FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 5,039,598	$ 5,581,976	$ 5,287,206	$ 5,190,840
Add:				
Revenues from:				
Sales tax - Measure H	5,335,383	5,239,246	5,716,232	5,461,180
Interest income	216,781	115,000	123,960	116,000
Police services	4,126	82,000	88,648	90,000
Contributions	1,600	-	-	-
Total	5,557,890	5,436,246	5,928,840	5,667,180
Less:				
Appropriations for:				
Police services	2,288,785	2,552,202	2,635,264	2,389,088
Fire services	2,149,999	2,353,873	2,496,941	2,078,977
Public Safety Station	258,420	305,064	322,069	307,064
Library & literacy	517,564	632,503	490,432	651,976
Total	5,214,768	5,843,642	5,944,706	5,427,105
Capital projects				
Generator Replacement (PD)	-	140,000	-	-
Emergency response vehicle preemption	-	80,000	-	-
EOC Upgrade (PD)	-	500,000	-	-
Fire Station #72 Remodel	-	2,190,816	80,500	2,110,316
FD Training Facility classroom remodel	95,514	-	-	-
Total	95,514	2,910,816	80,500	2,110,316
Available balance, end of year	$ 5,287,206	$ 2,263,764	$ 5,190,840	$ 3,320,599

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

MEASURE I SALES TAX FUND

This fund was established as a result of the voters' approval of a one cent transactions and use tax on the November 6, 2018 Special Municipal Election ballot. This fund is used to account for revenues received from this district tax, to provide funds for the maintenance of essential local city services including police, fire, 9-1-1 emergency and medical aid response, street maintenance, and other services.

For the fiscal year 2026-2027, the following projects, totaling $13,740,603 are proposed for funding:

		Appropriation
Overland community center / park (4th Street)	$	8,336,809
Downtown PA System		150,000
Fire Stations remodels (design)		38,110
FS #72 construction		1,223,684
Main Street parking lot		2,010,000
Pavement repair and overlay program		1,200,000
Traffic Signal – Newcomb @ Mulberry		600,000
Trail Safety Call Boxes – Tule River Parkway		32,000
Veteran's Park splash pad		150,000
Total	$	13,740,603

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

MEASURE I SALES TAX FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 19,036,997	$ 15,588,563	$ 15,285,386	$ 13,536,813
Add:				
Revenues from:				
Sales tax - Measure I	10,642,007	10,487,075	11,431,946	10,923,052
Sales tax - Measure R	127,261	150,000	43,191	150,000
Interest income	842,701	325,000	370,447	330,000
Police services	80,942	79,000	85,863	79,000
Total	11,692,911	11,041,075	11,931,447	11,482,052
Less:				
Appropriations for:				
Police services	6,481,695	6,353,713	6,140,454	5,646,918
- Centennial Plaza PD Office/City Conference Room	-	60,500	-	-
Fire services	3,686,161	2,946,390	2,702,596	3,171,982
- Fire Stations remodel (design)	-	-	68,093	38,110
- FS 72 remodel	-	3,209,184	1,985,500	1,223,684
- Training facility improvements	1,297,255	-	14,055	-
Streets maintenance	95,355	326,251	213,413	298,874
Litter abatement	139,245	-	18,096	-
Trail maintenance	-	150,000	62,271	150,000
Total	11,699,711	13,046,038	11,204,478	10,529,568
Appropriations for Capital Projects:				
Downtown PA System	-	-	-	150,000
Overland Community Center / Overland Park	-	8,388,772	51,963	8,336,809
Sports Complex Master Plan	-	15,900	15,900	-
Trail Safety Call Boxes - Tule River Parkway (2)				32,000
Veteran's Park playground		600,000	395,772	-
Veteran's Park splash pad	-	-	-	150,000
Total	-	9,004,672	463,635	8,668,809
Appropriations for streets program:				
Pavement repair and overlay program	790,611	1,200,000	1,200,000	1,200,000
Grand Ave reconstruction - Henrahan to Leggett	554,724	-	651,599	-
Main Street Lighting	-	175,000	-	-
Main Street Parking Lot	98,243	1,200,000	156,021	2,010,000
Montgomery Ave reconstuction - Jaye to H	55	-	-	-
Morton Ave reconstruction	158,129	-	-	-
Newcomb and Mulberry Traffic Signal	-	-	-	600,000
Pavement management program	894	-	4,287	-
Street median rehabilitation	-	50,000	-	-
Union Ave reconstruction - environmental/row acquisition	621	-	-	-
Villa Street reconstruction - Olive to Henderson	2,141,534	-	-	-
Total	3,744,811	2,625,000	2,011,907	3,810,000
Available balance, end of year	$ 15,285,386	$ 1,953,928	$ 13,536,813	$ 2,010,488

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

AMERICAN RESCUE PLAN ACT FUND

This fund was created to account for monies received from the United States Department of the Treasury from the Coronavirus Local Fiscal Recovery Funds (CLFRF) established by the American Rescue Plan Act to provide support in responding to impacts of COVID-19. The City was allocated a total of $19,984,717 of CLFRF relief funds which may be used:

- To respond to the COVID-19 public health emergency or its negative economic impacts.
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.
- For the provision of government services, to the extent of the reduction in revenue due to the COVID-19 public health emergency.
- To make necessary investments in water, sewer or broadband infrastructure.

The projects proposed for fiscal year 2026-2027 total $871,753 and include the following:

	Appropriation
Navigation Center Expansion	$ 854,761
Technology equipment and infrastructure updates	16,992
Total	$ 871,753

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

AMERICAN RESCUE PLAN ACT

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 540,464	$ 917,958	$ 985,866	$ 1,112,847
Add:				
Revenues from:				
Federal grant - ARPA	1,134,742	7,153,868	5,849,102	871,753
Interest income	445,402	100,000	121,566	100,000
Total	1,580,144	7,253,868	5,970,668	971,753
Less:				
Appropriations for:				
Public health	36	-	-	-
- Crisis intervention specialist	61,563	-	-	-
- Homeless outreach vehicle	-	50,000	-	-
- PD dispatch computer consoles	16,151	-	33,771	-
- Technology infrastructure upgrades	23,280	47,334	35,883	16,992
Administrative expenses	707	-	-	-
Revenue replacement				
- Parks master plan	90	-	-	-
- Sports complex lighted baseball fields	30,065	126,000	108,634	
- Hayes Field lights	236,815	-	-	-
- Golf course driving range improvements	116,154	-	-	-
- Navigation Center	582,122	2,321,246	1,466,485	854,761
- Community Center/Park	67,759	4,266,673	4,198,914	-
Total	1,134,742	6,811,253	5,843,687	871,753
Available balance, end of year	$ 985,866	$ 1,360,573	$ 1,112,847	$ 1,212,847

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

SPECIAL GAS TAX FUND

This fund was established in 1935 by Resolution No. 229. It is a restricted fund required by the State to account for monies received from gasoline taxes. Beginning in fiscal year 2017-2018, this fund is also used to account for funds received from the State's newly established Road Maintenance and Rehabilitation Account (RMRA) created by Senate Bill (SB) 1. The majority of this money must be expended for constructing or improving major city streets.

The projects and equipment proposed for fiscal year 2026-2027 total $7,987,500 and include the following:

	Appropriation
Castle Avenue extension (design)	$ 250,000
Cold mix overlay program	800,000
Cold milling machine rental	100,000
Grand Ave reconstruction – Fourth to Plano	2,385,000
Henderson Ave. rehabilitation – Westwood to Patsy	15,000
Main Street:	
Phase IIB – Olive and Garden Ave reconstruction	80,000
Miscellaneous alleys	75,000
Miscellaneous city-owned curb, gutter & sidewalk	200,000
Microsurfacing:	
Date Avenue – Main to Plano	300,000
Orange Avenue – Main to Date	300,000
W. North Grand Avenue – Rose to Main	500,000
Pavement program – citywide evaluation	150,000
Rock crushing and screening	70,000
Signs and signals upgrade (countdown timers)	150,000
Street intersection safety evaluation	25,000
Synchronization of signals	100,000
Traffic Signal:	
Porter Road at Olive Avenue	660,000
Newcomb at Mulberry	600,000

Upgrade of signals to ITS technology		200,000
Villa from Olive to Henderson – Porter Slough Crossing		977,500
Westwood St. – Henderson to Westwood/Porter Slough		50,000
Total	$	7,987,500

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

SPECIAL GAS TAX FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 4,201,869	$ 3,929,292	$ 4,478,447	$ 4,413,188
Add:				
Revenues from:				
State Gas Tax, Section 2105	391,070	397,245	408,794	415,919
State Gas Tax, Section 2107	518,754	529,220	546,354	556,178
State Gas Tax, Section 2107.5	7,500	7,500	7,500	7,500
State Gas Tax, Section 2106	226,897	231,065	226,365	230,296
State Gas Tax, Section 2103	601,287	615,320	609,707	621,998
RMRA - SB1	1,717,412	1,704,467	1,683,804	1,785,140
Grants	389,025	2,285,000	405,123	2,280,000
Interest income	239,288	100,000	104,410	100,000
Total	4,091,233	5,869,817	3,992,057	5,997,031
Less:				
Appropriations for:				
Capital projects	2,429,831	8,026,617	2,567,162	7,987,500
Total	2,429,831	8,026,617	2,567,162	7,987,500
Transfers to General Fund for:				
Street Maintenance	645,936	746,713	769,553	753,100
Street Lighting	738,888	744,965	720,601	724,038
Total	1,384,824	1,491,678	1,490,154	1,477,138
Available balance, end of year	$ 4,478,447	$ 280,814	$ 4,413,188	$ 945,581

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

LOCAL TRANSPORTATION FUNDS (LTF) FUND

This fund is used to account for monies received from the County of Tulare for public transportation purposes. Revenues to each county's local transportation fund are derived from one-quarter cent of the sales tax collected in that county. Starting with fiscal year 2007-2008, additional revenues are included in the budget from the one-half cent sales tax measure (Measure R), which the voters of Tulare County approved in the November 2006 election. These funds are to be used for road and transportation improvements.

The projects proposed for fiscal year 2026-2027 total $19,223,600 and include the following:

		Appropriation
Butterfield corridor improvements	$	1,506,000
Cold mix overlay program		1,000,000
HAWK crossings – various locations		1,800,000
Main St intersection improvements		1,710,000
Main St downtown reconstruction Phase IIB - Olive to Garden		20,000
Microsurfacing – design - various streets		40,000
Olive Ave bridge widening		500,000
Olive Ave median island safety project – Beverly to Maston		610,000
Overland Recreation Center/Park		900,000
Rapid flashing beacons – various locations		745,000
Skateboard Park improvements - lighting		40,000
SR 65 Interchange – Construct auxiliary		3,300,000
Traffic signals – Newcomb and Mulberry		
Newcomb and Mulberry		34,000
Porter and Olive		50,000
Tule River Tribe complete streets and two pedestrian bridges		896,000
Veteran’s Park trail – Phase II		1,800,000
Westwood St – Henderson to Westfield including Porter Slough		572,600
Westwood St intersection		3,700,000
Total	$	19,223,600

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

LOCAL TRANSPORTATION FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 9,302,329	$ (2,357,003)	$ (4,748,282)	$ (12,841,523)
Add:				
Revenues from:				
State Gas Tax, Section 325	1,019,504	2,500,000	25,251	2,500,000
Sales Tax - Measure R - Local	1,623,004	1,580,000	1,563,852	1,570,000
Sales Tax - Measure R - Regional	-	11,600,496	-	9,210,000
Sales Tax - Measure R - Alternative	98,230	7,511,502	35,648	4,316,001
Grants	1,094,133	15,160,288	-	3,370,999
Interest income	245,569	100,000	-	100,000
Total	4,080,440	38,452,286	1,624,751	21,067,000
Less:				
Appropriations for:				
Capital projects - LTF	762,043	585,914	301,674	34,000
Capital projects - grants	1,160,572	2,454,999	144,062	3,370,999
Capital projects - Measure R - Local	1,034,740	2,548,607	31,241	2,292,600
Capital projects - Measure R - Regional	595,711	11,260,000	28,882	9,210,000
Capital projects - Measure R - Alternative	14,577,985	7,511,502	9,212,133	4,316,001
Total	18,131,051	24,361,022	9,717,992	19,223,600
Available balance, end of year	$ (4,748,282)	$ 11,734,261	$ (12,841,523)	$ (10,998,123)

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

TRAFFIC SAFETY FUND

This fund was established based on Section 1463 of the Penal Code which states that all fines and forfeitures collected from any person charged with a misdemeanor under this code shall be deposited into a special fund known as the “Traffic Safety Fund.” These funds are to be used exclusively for official traffic control devices and the maintenance thereof, equipment and supplies for traffic law enforcement and traffic accident prevention, and for the maintenance, improvement, or construction of public streets, bridges, and culverts within the city, but not for the compensation of traffic or other police officers. Prior to 1999, this revenue was recorded in the General Fund.

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

TRAFFIC SAFETY FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 16,022	$ -	$ 11,382	$ -
Add:				
Revenues from:				
Interest Income	845	850	864	850
Vehicle Code Fines	66,204	75,000	61,137	75,000
Total	67,049	75,850	62,001	75,850
Less:				
Transfers to General Fund for:				
Street Maintenance	71,689	75,850	73,383	75,850
Total	71,689	75,850	73,383	75,850
Available balance, end of year	$ 11,382	$ -	$ -	$ -

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

This fund was created to account for all financial transactions having to do with the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) which includes the First-time Homebuyers Program, the Owner-Occupied Housing Rehabilitation and Public Utility Program and the Business Assistance Program. CDBG funds also provide for the Park Improvement Program, the Neighborhood Improvement Program and the Community Youth Program.

The projects proposed for fiscal year 2026-2027 total $990,000 and include the following:

	Appropriation
Multi-Sport Field Improvements	$ 500,000
Murry Park perimeter path	165,000
Murry Park Pool improvements	325,000
Total	$ 990,000

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 1,477,336	$ 1,284,909	$ 1,793,816	$ 948,999
Add:				
Revenues from:				
State grants	708,696	1,019,058	-	1,319,058
Federal grants	910,201	739,428	653,932	655,291
Interest income	71,795	45,000	62,120	55,000
Program Income/Other	124,247	1,900,200	248	1,900,250
Total	1,814,939	3,703,686	716,300	3,929,599
Less:				
Appropriations for:				
Operations	135,971	203,235	148,811	190,450
Loans	395,843	500,000	323,689	500,000
Programs/Capital	609,970	1,905,654	1,088,617	990,000
Subtotal	1,141,784	2,608,889	1,561,117	1,680,450
Debt service	-	-	-	-
Total	1,141,784	2,608,889	1,561,117	1,680,450
Transfer to:				
General Fund	356,675	-	-	-
Total Appropriations and Transfers	1,498,459	2,608,889	1,561,117	1,680,450
Available balance, end of year	$ 1,793,816	$ 2,379,706	$ 948,999	$ 3,198,148

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

TRANSIT FUND

The Transit Fund was established in fiscal year 1982-83 to account for the income and expenses of the Demand Response and Fixed Route transit programs which are operated by a private contractor. Prior to 1982-83, this fund was combined with the Special Gas Tax Fund.

Revenue sources include Local Transportation Fund (LTF) derived from the ¼-cent general sales tax and the State Transit Assistance Fund (STAF) derived from sales tax on diesel fuel. Other revenue sources include fare box revenues and federal and state grants.

The capital expenditures proposed for fiscal year 2026-2027 include the following:

		Appropriation
Fleet Replacement	$	170,000
Facility Improvements		293,074
New bus maintenance facility		8,000,000
Transit Center improvements – exterior and lobby		243,000
Total	$	8,706,074

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

TRANSIT FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 442,563	$ 4,989,650	$ (750,272)	$ 2,155,582
Add:				
Revenues from:				
LTF	3,620,348	4,134,325	4,134,325	1,516,137
STAF	925,602	812,002	957,254	812,002
Sales tax, Measure R	-	170,000	-	170,000
TCRTA Reimbursements	(1,467)	-	-	-
Farebox	125,082	675,000	192,231	415,000
Grants	2,951,608	19,316,400	11,688,883	11,938,085
Other income	120,261	18,322	238,933	248,102
Reimbursements	35,466	-	-	-
Total	7,776,900	25,126,049	17,211,626	15,099,326
Less:				
Appropriations for:				
Capital outlay	2,071,776	17,333,000	7,861,003	8,706,074
Operations	6,897,959	6,932,523	6,444,769	6,393,252
Total	8,969,735	24,265,523	14,305,772	15,099,326
Available balance, end of year	$ (750,272)	$ 5,850,176	$ 2,155,582	$ 2,155,582

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

SPECIAL SAFETY GRANTS

This fund was established in fiscal year 1996-97 as a result of Assembly Bill 3229, Chapter 134, Statutes of 1996, which formulated the Citizen's Option for Public Safety Program. The plan allows proportionate shares of the State's appropriated funds to be allocated to qualifying local agencies for the purpose of financing front-line police services. This fund is also used to account for other public safety activities that have restricted funding requirements.

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

SPECIAL SAFETY GRANTS

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ (137,130)	$ 278,872	$ 193,776	$ 195,244
Add:				
Revenues from:				
State grants	139,740	206,533	201,039	206,563
Federal grants	821,119	95,000	104,473	95,000
Other grants	254,664	35,824	33,854	35,824
Police services	-	-	-	-
Interest income	6	100	3,338	100
Other income	3,500	8,100	19,610	5,100
Total	1,219,029	345,557	362,314	342,587
Less:				
Appropriations for:				
Police services	450,633	345,357	360,846	342,387
Fire services	437,490	-	-	-
Children Zone (HCZ model)	-	-	-	-
Total	888,123	345,357	360,846	342,387
Available balance, end of year	$ 193,776	$ 279,072	$ 195,244	$ 195,444

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

SEWER OPERATING FUND

This fund is used to account for the expenses of maintaining the sewer collection system and the Wastewater Treatment Plant. A sewer service charge is made to each person using the sewer system, and a sewer connection fee is charged for each new service to help defray maintenance costs.

This fund is established as a self-supporting enterprise fund, wherein revenues should be sufficient to cover the costs of maintaining and managing the collection and treatment systems.

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

SEWER OPERATING FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 1,836,960	$ 1,448,168	$ 6,268,088	$ 10,126,186
Add:				
Revenues from:				
Property assessments	242,698	240,000	235,745	240,000
Interest income	127,818	50,000	185,255	110,000
Rental income	94,604	95,000	94,604	95,000
Sewer user fees	11,611,513	11,540,000	12,321,866	12,509,360
Tank dumping charges	157,102	150,000	103,093	125,000
Laboratory fees	248,917	220,000	256,151	245,000
Other revenues	183,818	133,700	186,264	157,700
Total Revenues	12,666,470	12,428,700	13,382,978	13,482,060
Less:				
Appropriations for:				
Collection system expenses	2,219,907	2,359,395	2,347,997	2,436,652
Treatment plant expense	3,975,334	4,222,621	4,119,949	4,310,602
Industrial monitoring	93,599	103,717	97,861	106,062
Laboratory	523,217	565,649	485,461	581,389
Capital Projects	-	30,000	-	30,000
Subtotal	6,812,057	7,281,382	7,051,268	7,464,705
Debt service principal	1,423,286	1,473,612	1,473,612	1,525,127
Total Appropriations	8,235,343	8,754,994	8,524,880	8,989,832
Less:				
Transfers to:				
Sewer revolving fund	-	1,000,000	1,000,000	1,500,000
Wastewater Treatment Capital Reserve	-	-	-	-
Total Transfers	-	1,000,000	1,000,000	1,500,000
Available balance, end of year	$ 6,268,088	$ 4,121,874	$ 10,126,186	$ 13,118,414

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

SEWER REVOLVING FUND

This fund was established to account for all money collected from sewer connection charges and sewer acreage fees. These resources are to be used for construction and replacement of trunk sewers, lateral sewers and to reimburse others who have advanced the cost of construction of sewer lines. This fund also receives payments from the Sewer Operating Fund for the replacement of equipment.

Expenditures from this fund are made through the Capital Projects Fund. For the fiscal year 2026-2027, the following projects, totaling $5,248,558 are proposed for funding:

		Appropriation
Corporation yard parking lots rehabilitation	$	60,000
Grand Ave – Fourth to Plano – storm drain line		350,000
Grand Ave – Fourth to Plano – 8” sewer line		300,000
Lift station upgrade		100,000
Henderson Ave.– Westwood to Patsy - sewer line		25,000
Master plan payback		355,537
Mathew St. Reconstruction – sewer main design		100,000
MS4 discharge improvements		200,000
MS4 permit and compliance program		83,021
Morton Ave Rehab / Reconstruction – Westwood to Mathew		
Lift Station #9 upgrade and forced main		1,150,000
Utility cover adjustments		300,000
Westfield Ave Master Plan Utilities – sewer/force main		1,500,000
Westfield – Main St to SR65 – storm drain		725,000
Total	$	5,248,558

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

SEWER REVOLVING FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 6,742,037	$ 5,786,380	$ 5,602,431	$ 4,461,617
Add:				
Revenues from:				
Interest income	368,926	220,000	171,059	200,000
Service fees	55,109	25,000	15,997	25,000
Development fees	98,322	110,000	118,311	115,000
Interdepartmental service charges	192,013	191,000	286,826	260,000
Depreciation reserve	45,000	45,000	45,000	45,000
Other revenue	-	-	-	-
Total	759,370	591,000	637,193	645,000
Add:				
Transfer from:				
Sewer operating fund	-	1,000,000	1,000,000	1,500,000
Total	-	1,000,000	1,000,000	1,500,000
Less:				
Appropriations for:				
Equipment replacement	8,667	22,500	2,851	28,500
Capital projects	1,890,309	5,686,328	2,775,156	5,248,558
Total	1,898,976	5,708,828	2,778,007	5,277,058
Available balance, end of year	5,602,431	1,668,552	4,461,617	1,329,559
Less:				
Equipment replacement fund	881,917	1,500,000	1,139,691	1,200,000
Available for capital projects	$ 4,720,514	$ 168,552	$ 3,321,926	$ 129,559

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

WASTEWATER TREATMENT FACILITY CAPITAL RESERVE

This fund was established to accumulate funds from plant acreage fees and plant depreciation charges for future expansion of the Wastewater Treatment Plant. The depreciation charges are paid from the Sewer Operating Fund. This fund is also utilized to accumulate funds for the replacement of equipment.

The following capital projects and equipment, totaling $5,092,266 are proposed for the fiscal year 2026-2027:

	Appropriation
Biosolids hauling	$ 180,000
Blower parts and control replacement	250,000
Clarifier Center Drive Replacement	200,000
Compliance and operation oversight	500,000
De-nitrification local governance	1,000,000
Digesters #1 and #4 repairs	825,000
Digester cleaning, coating and piping replacement	117,266
Effluent meter replacement	40,000
Effluent outfall pump maintenance	120,000
Emergency generator (200KW)	285,000
Headworks grinder replacement	75,000
Manhole 10A inspection / repair	100,000
Monitor well evaluation and installation	100,000
Office building replacement (design)	200,000
Plant #1 – reclamation area pipeline installation	150,000
Safe drinking water supply deliveries	50,000
Screw press / daft repairs	120,000
Sludge line – Westwood Bridge over Tule River	30,000

		Appropriation
Sludge Transfer Pump Replacement	$	300,000
Treatment water filling station		150,000
WAS / RAS pump replacement		300,000
Total	$	5,092,266

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

WASTEWATER TREATMENT FACILITY CAPITAL RESERVE

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 9,604,282	$ 10,324,214	$ 10,478,031	$ 12,235,954
Add:				
Revenues from:				
Interest income	486,100	275,000	270,681	275,000
Development fees	865,276	890,000	1,100,194	990,000
Interdepartmental service charges	110,903	105,000	269,560	269,560
Depreciation reserve	125,000	125,000	125,000	125,000
Other revenue	885	-	-	-
Total	1,588,164	1,395,000	1,765,435	1,659,560
Less:				
Appropriations for:				
Equipment replacement	235,398	5,500	-	-
Capital projects	479,017	6,913,575	7,512	5,092,266
Total	714,415	6,919,075	7,512	5,092,266
Available balance, end of year	10,478,031	4,800,139	12,235,954	8,803,248
Less:				
Equipment replacement fund	660,118	799,085	871,732	1,040,284
Available for capital projects	$ 9,817,913	$ 4,001,054	$ 11,364,222	$ 7,762,964

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

SOLID WASTE FUND

This fund was established to account for revenues and expenditures incurred in the collection and disposal of solid waste, street sweeping, graffiti removal, household hazardous waste, and recycling.

This fund is a self-supporting enterprise fund, wherein revenues should be sufficient to cover all costs.

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

SOLID WASTE FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 1,616,330	$ 3,798,523	$ 3,714,041	$ 5,736,147
Add:				
Revenues from:				
State grants	18,799	19,000	18,806	19,000
Interest income	47,672	15,000	89,297	45,000
Residential charges	5,375,237	5,600,000	5,674,339	5,650,000
Commercial charges	4,597,677	4,900,000	4,929,939	4,930,000
Roll-Off charges	1,070,067	980,000	883,792	950,000
Recycling charges	9,766	15,200	13,429	15,000
Other revenues	166,687	134,000	170,644	144,500
Total	11,285,905	11,663,200	11,780,246	11,753,500
Less:				
Appropriations for:				
Refuse collection	6,617,901	6,656,570	7,165,541	7,179,956
Green waste program	1,118,867	1,151,349	1,134,316	1,371,306
Street sweeping	281,342	297,427	283,116	296,120
Curbside recycling	580,021	583,397	608,046	807,221
Waste recycling	472,470	496,719	444,768	399,442
Graffiti removal	117,593	122,234	122,353	127,781
Capital Projects		30,000	-	30,000
Total	9,188,194	9,337,696	9,758,140	10,211,826
Add:				
Transfers from:				
Solid Waste Capital Reserve Fund	-	-	-	-
Total Transfers	-	-	-	-
Available balance, end of year	$ 3,714,041	$ 6,124,027	$ 5,736,147	$ 7,277,821

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

SOLID WASTE CAPITAL RESERVE FUND

This fund was established in fiscal year 2001/2002 as a reserve for capital expansion. Federal grant funds are received in this fund for the acquisition of alternative fuel equipment. Additional funds are deposited into this fund from the Solid Waste Operating Fund for equipment replacement.

Funds in the amount of $4,165,000 are proposed for the following projects in fiscal year 2026-2027:

		Appropriation
Corporation yard parking lot rehabilitation	$	60,000
Front Loader Refuse Truck		400,000
Maintenance Facility property acquisition		955,000
Roll-off Refuse Truck		250,000
Street sweeper		500,000
Side Loader Refuse Truck (2)		1,000,000
Transfer station improvements (design)		150,000
Transfer station concrete pad (green waste)		300,000
Transfer station cover		200,000
Transfer station scales		350,000
Total	$	4,165,000

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

SOLID WASTE CAPITAL RESERVE FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 6,621,514	$ 4,900,955	$ 5,017,990	$ 6,193,497
Add:				
Revenues				
Federal/State grants	-	-	-	-
Interest income	269,108	140,000	144,409	140,000
Interdepartmental service charges	1,234,287	1,000,000	1,405,157	1,405,157
Other revenue	9,435	-	4,315	-
Total	1,512,830	1,140,000	1,553,881	1,545,157
Less:				
Appropriations for:				
Equipment	3,116,354	500,000	378,374	500,000
Capital projects	-	1,560,000	-	4,165,000
Total	3,116,354	2,060,000	378,374	4,665,000
Available balance, end of year	$ 5,017,990	$ 3,980,955	$ 6,193,497	$ 3,073,654

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

AIRPORT OPERATING FUND

This fund was established to account for all revenues and expenses connected with the operation of the Porterville Municipal Airport. The principal sources of revenue for this fund are hangar rentals, land leases and aircraft fueling operations.

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

AIRPORT OPERATING FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 2,896,314	$ 3,032,817	$ 3,697,851	$ 3,974,529
Add:				
Revenues from:				
Interest income	117,904	115,000	102,676	115,000
State grants	10,000	10,000	10,000	10,000
Federal grants	-	-	-	-
Rental income	290,132	299,500	339,718	299,500
Concessions	17,103	17,200	17,299	17,200
Fueling operations	2,727,052	2,000,000	2,057,236	2,000,000
Service fees	84,979	68,000	61,731	68,000
Other revenues	14,010	11,400	15,075	11,400
Total	3,261,180	2,521,100	2,603,735	2,521,100
Less:				
Appropriations for:				
Operations	2,459,643	2,465,463	2,207,557	2,422,697
Capital	-	59,500	-	-
Total	2,459,643	2,524,963	2,207,557	2,422,697
Less:				
Transfers to:				
Airport Development Fund	-	119,500	119,500	220,325
Total Transfers	-	119,500	119,500	220,325
Available balance, end of year	$ 3,697,851	$ 2,909,454	$ 3,974,529	$ 3,852,607

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

AIRPORT REPLACEMENT AND DEVELOPMENT FUND

This fund was developed from the sale of released property at the Airport and is used to match federal grants awarded for the development of the Airport. It is also used to accumulate funds deposited by the Airport Operating Fund for the replacement of equipment.

For the fiscal year 2026-2027, the following capital projects in the amount of $1,880,000 are proposed:

		Appropriation
Airfield Electrical Improvements	$	710,000
Fuel Island Secondary Containment		250,000
Runway Rehabilitation (design/pavement management)		870,000
Taxiway Rehabilitation		50,000
Total	$	1,880,000

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

AIRPORT REPLACEMENT AND DEVELOPMENT FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 1,530,729	$ 1,941,247	$ 1,128,511	$ 1,164,379
Add:				
Revenues from:				
Interest income	87,097	15,000	31,723	25,000
State grants	-	19,000	-	34,675
Federal grants	-	551,108	227,748	1,375,000
Interdepartmental service charges	91,684	93,000	98,013	96,000
Other revenues	4,470	-	-	-
Total	183,251	678,108	357,484	1,530,675
Add:				
Transfer from:				
Airport operating fund	-	119,500	119,500	-
Less:				
Appropriations for:				
Equipment	56,230	-	91,116	-
Capital projects	529,239	1,280,278	350,000	1,659,675
Total	585,469	1,280,278	441,116	1,659,675
Available balance, end of year	1,128,511	1,458,577	1,164,379	1,035,379
Less:				
Equipment replacement fund	374,382	425,772	397,482	513,655
Available for capital projects	$ 754,129	$ 1,032,805	$ 766,897	$ 521,724

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

GOLF COURSE FUND

This fund was established by Resolution to account for all revenue and expenses incurred in the operation of the Porterville Municipal Golf Course. The principal source of revenue for this fund is green fees.

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

GOLF COURSE FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ (2,487,002)	$ (2,797,201)	$ (2,498,112)	$ (2,395,916)
Add:				
Revenues from:				
Daily green fees	119,075	145,000	100,329	125,000
Membership Fees	34,035	40,000	26,650	30,000
Cart rentals	88,191	110,000	86,104	95,000
Other revenues	25	200	-	200
Total	241,326	295,200	213,083	250,200
Transfers from:				
General Fund	301,368	400,000	400,000	400,000
Replacement Fund	-	29,000	29,000	29,000
Total	301,368	429,000	429,000	429,000
Less:				
Appropriations for:				
Operations	553,804	553,182	539,887	548,074
Total	553,804	553,182	539,887	548,074
Available balance, end of year	$ (2,498,112)	$ (2,626,183)	$ (2,395,916)	$ (2,264,790)

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

GOLF COURSE REPLACEMENT FUND

This fund was established to build up funds for the replacement of equipment used at the Golf Course. Funds are deposited from the Golf Course Operating Fund.

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

GOLF COURSE REPLACEMENT FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 368,126	$ 331,558	$ 428,576	$ 456,827
Add:				
Revenues from:				
Interest income	11,067	7,000	10,271	8,000
Interdepartmental service charges	48,958	50,000	46,980	50,000
Other revenues	425	-	-	-
Total	60,450	57,000	57,251	58,000
Less:				
Appropriations for:				
Equipment replacement	-	30,000	-	30,000
Total	-	30,000	-	30,000
Less:				
Transfer to:				
Golf Course Fund	-	29,000	29,000	29,000
Total	-	29,000	29,000	29,000
Available balance, end of year	$ 428,576	$ 329,558	$ 456,827	$ 455,827

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

WATER OPERATING FUND

This fund was established to account for all income and expenses having to do with the City's water pumping storage and distribution system. The Water Fund is established as a self-supporting enterprise fund with water sales being the principal source of income.

CITY OF PORTERVILLE
ANNUAL BUDGET
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WATER OPERATING FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 3,790,027	$ 5,095,912	$ 6,010,857	$ 8,724,594
Add:				
Revenues from:				
Interest income	129,634	100,000	144,589	125,000
Lease of water rights	-	-	11,685	12,000
Water sales	12,927,617	14,665,000	15,161,006	14,665,000
Service fees	153,133	152,000	147,760	154,000
Code enforcement fees	800	800	200	800
Other revenues	256,726	245,000	252,123	260,000
Total	13,467,910	15,162,800	15,717,363	15,216,800
Less:				
Appropriations for:				
Operations	7,437,997	9,925,938	9,832,408	10,684,047
Meter Reading	412,032	449,356	432,150	372,666
Water Quality Assurance	511,106	576,040	701,929	678,582
Hydrant Testing	278,017	454,150	418,163	372,921
Recycled Water	99,678	385,243	149,566	426,117
Capital Projects	-	30,000	-	30,000
Subtotal	8,738,830	11,820,727	11,534,216	12,564,333
Debt service principal	834,684	869,410	869,410	914,480
Total	9,573,514	12,690,137	12,403,626	13,478,813
Less:				
Transfers to:				
Water Replacement Fund	1,673,566	1,200,000	600,000	-
Total Transfers	1,673,566	1,200,000	600,000	-
Available balance, end of year	$ 6,010,857	$ 6,368,575	$ 8,724,594	$ 10,462,581

CITY OF PORTERVILLE
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2026– 2027

WATER REPLACEMENT FUND

This fund was established in 1931 to reserve funds for the extension and replacement of lines in the City's water system. Funds are provided by acreage fees and service connection fees on new services, development fees and by depreciation payments from the Water Operating Fund. This fund is also utilized to accumulate funds for the replacement of equipment.

Expenditures from this fund are made through the Capital Projects Fund. Projects proposed for fiscal year 2026-2027 total $27,845,898 and includes the following:

	Appropriation
Corporation yard parking lot rehabilitation	$ 60,000
Del Oro consolidation (SWRCB Grant)	4,000,000
Downtown pipe replacement	300,000
Well #34 (Akin/Central Mutual) (SWRCB Grant)	4,783,035
Electrical upgrades for water facilities	250,000
Flatbed trailer (excavator)	230,000
Fourth St – Henderson to Morton water main replacement	910,000
Grand Ave Reconstruction - 4th to Henrahan water line	400,000
Hope School consolidation (SWRCB Grant)	3,000,000
Integrated Regional Water Management Plan & implementation	25,000
Martin Hill 3MG tank booster upgrade	350,000
Master plan payback	440,282
Master plan update	40,000
Mathew St – Henderson to Monache – pipe to Porter Slough ditch	25,000
Morton Ave water line (Westwood to Mathew)	1,800,000
Rehabilitate wells	150,000
SCADA system	800,000
SGMA compliance:	
Alternative water capacity sources	1,500,000
Eastern Tule GSA/JPA local governance	230,000
GSA/Tule Sub-basin coordination agreement and administration	200,000
Monitoring wells – construction	500,000
Monitoring wells – water quality testing	15,000
SGMA recharge program:	
North recharge basin – NW of FKC, W of Westwood	2,615,533

CITY OF PORTERVILLE
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		Appropriation
Stormwater capture and recharge	$	680,000
Storage reservoir rehabilitation program:		
Airport 300K water tank		150,000
East Porterville 3MG		200,000
Highland 305K tank		150,000
Scenic Heights tank overflow		850,000
Success Reservoir enlargement project		175,000
Tertiary treatment plant – corporation yard		300,000
Tertiary treatment plant – satellite plant (PADA)		100,000
Tule River JPA administration		17,048
Tule River / Porter slough cleanup		40,000
Urban Water Management Plan – 2025 Update		90,000
Utility cover adjustments		50,000
Well #37 – includes piping (Tule River)		1,500,000
Water meter radio read replacement project:		
Citywide meter replacement		100,000
Water meter fixed network data collector		120,000
Westfield Ave master plan utilities – recycled water		700,000
Total	$	27,845,898

CITY OF PORTERVILLE
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2026-2027

WATER REPLACEMENT FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 18,963,788	$ 15,673,708	$ 17,101,071	$ 17,141,510
Add:				
Revenues from:				
Federal & State grants	-	20,000,000	14,359	11,783,035
Interest income	592,620	550,000	491,944	525,000
Service fees	13,454	16,000	11,504	15,000
Development fees	148,157	155,000	164,428	160,000
Interdepartmental service charges	564,009	705,000	809,792	755,000
Depreciation reserve	155,162	155,162	155,162	155,162
COP financing	1,673,566	5,300,000	5,678	1,800,000
Other revenue	13,240	-	-	-
Total	3,160,208	26,881,162	1,652,867	15,193,197
Add:				
Transfer from:				
Water Operating Fund	-	1,200,000	600,000	-
Total	-	1,200,000	600,000	-
Less:				
Appropriations for:				
Equipment replacement	552,216	459,000	267,224	666,000
Capital projects	4,445,253	15,866,934	1,925,167	14,262,863
Capital projects - bond proceeds	6,822	5,300,000	5,678	1,800,000
Capital projects - grants	18,634	17,000,000	14,359	11,783,035
Total	5,022,925	38,625,934	2,212,428	28,511,898
Available balance, end of year	17,101,071	5,128,936	17,141,510	3,822,809
Less:				
Equipment replacement fund	3,584,281	3,100,000	4,003,020	3,600,000
Available for capital projects	$ 13,516,790	$ 2,028,936	$ 13,138,490	$ 222,809

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

GENERAL GOVERNMENT DEBT SERVICE FUND

This fund is used to account for the payment of principal and interest on general government debt including the 2021 Refinancing Project Certificates of Participation.

Debt service requirements for the fiscal year 2026-2027 include $1,625,433 for the 2021 Refinancing Project Certificates of Participation.

CITY OF PORTERVILLE
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2026-2027

GENERAL GOVERNMENT - DEBT SERVICE FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 33,808	$ 872	$ 82,406	$ 81,270
Add:				
Revenues from:				
Interest income	3,552	3,000	1,494	1,500
Other revenues	-	-	-	-
Total	3,552	3,000	1,494	1,500
Less:				
Appropriations for:				
Administrative expense	1,500	1,500	2,630	1,650
Debt redemption	1,579,461	1,630,863	1,630,863	1,625,433
Total	1,580,961	1,632,363	1,633,493	1,627,083
Other financing sources (uses):				
Transfers from General Fund	1,626,007	1,630,863	1,630,863	1,625,433
Total	1,626,007	1,630,863	1,630,863	1,625,433
Less:				
Transfer to:				
General Fund	-	-	-	-
Available balance, end of year	$ 82,406	$ 2,372	$ 81,270	$ 81,120

CITY OF PORTERVILLE
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2026– 2027

RISK MANAGEMENT FUND

This fund was created during fiscal year 1977-78 for the purpose of identifying, controlling, preventing, and transferring risk and to manage the City's insurance programs.

Since the City is self-insured, all reserves for potential liabilities and losses are accumulated in this fund. Revenues are derived from charges to departments and interest income.

CITY OF PORTERVILLE
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2026-2027

RISK MANAGEMENT FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ (3,757,002)	$ (6,384,763)	$ (5,909,216)	$ (7,376,778)
Add:				
Revenues from:				
Interest income	-	-	-	-
Liability Program	870,000	1,119,996	1,119,996	1,119,996
Health and Life	6,352,778	6,500,000	6,369,126	6,500,000
Unemployment	144,145	145,000	147,352	148,000
Worker's Comp	1,777,152	1,800,000	1,836,504	1,850,000
Automobile/Property	569,710	697,441	899,350	900,000
Other revenues	727	500	707	500
Total Revenues	9,714,512	10,262,937	10,373,035	10,518,496
Less:				
Appropriations for:				
Liability Program	1,656,162	2,094,421	2,051,679	2,226,841
Health and Life	6,738,166	6,700,000	6,921,885	6,700,000
Unemployment	81,108	50,000	68,005	60,000
Worker's Comp	1,696,527	1,535,000	1,293,237	1,463,878
Automobile/Property	1,095,533	1,375,644	951,552	1,167,643
Employment Practices	328,125	360,000	350,256	460,000
Administration	263,435	277,542	195,867	287,047
Subtotal	11,859,056	12,392,607	11,832,481	12,365,409
Capital Projects	7,670	400,000	8,116	-
Total Expenditures	11,866,726	12,792,607	11,840,597	12,365,409
Add:				
Transfer from General Fund	-	-	-	100,000
Available balance, end of year	$ (5,909,216)	$ (8,914,433)	$ (7,376,778)	$ (9,123,691)

CITY OF PORTERVILLE
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EQUIPMENT MAINTENANCE FUND

This fund is used as a revolving fund to accumulate the costs of maintaining the City's equipment and charging the appropriate fund and department for their proper expenses. Equipment owned by the County and Burton School District is also maintained in this fund, providing a substantial savings to the County and the District while giving the City more operating flexibility.

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

EQUIPMENT MAINTENANCE FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ (445,620)	$ (132,268)	$ (173,543)	$ 328,822
Add:				
Revenues from:				
Interest income	6,092	3,000	6,407	4,000
Rental income	25,498	25,000	21,696	25,000
Fuel sales	1,944,722	1,950,000	1,888,660	1,950,000
Interdepartmental service charges	781,739	780,000	751,320	780,000
Other service charges	2,565,502	2,580,000	2,641,109	2,680,000
Total	5,323,553	5,338,000	5,309,192	5,439,000
Less:				
Appropriations for:				
Equipment maintenance	5,051,476	4,993,053	4,806,827	5,143,650
Total	5,051,476	4,993,053	4,806,827	5,143,650
Available balance, end of year	$ (173,543)	$ 212,679	$ 328,822	$ 624,172

CITY OF PORTERVILLE
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2026– 2027

EQUIPMENT MAINTENANCE REPLACEMENT FUND

This fund is used to accumulate funds from the Equipment Maintenance Operating Fund to pay for the replacement of equipment used by the Field Services Shop operations.

CITY OF PORTERVILLE
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2026-2027

EQUIPMENT MAINTENANCE REPLACEMENT FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 1,091,820	$ 1,302,172	$ 1,319,061	$ 1,532,706
Add:				
Revenues from:				
Interest income	53,759	32,000	37,874	34,000
Interdepartmental service charges	173,482	170,000	175,771	175,000
Other revenue	-	-	-	-
Total	227,241	202,000	213,645	209,000
Less:				
Appropriations for:				
Equipment replacement	-	-	-	80,000
Total	-	-	-	80,000
Available balance, end of year	$ 1,319,061	$ 1,504,172	$ 1,532,706	$ 1,661,706

CITY OF PORTERVILLE
ANNUAL BUDGET
2026– 2027

LANDSCAPE MAINTENANCE DISTRICTS FUND

The fund was established in 1990 to pay for the public landscaping at Westwood Estates. In 1991, the fund expanded to include the Industrial Park at the Airport and in 1992, the public-landscaped area of the Jasmine development on Hillcrest Street was added. Five more annexations were made to the district in 1993 and 1994, and six more in 1995. Currently, District 1 accounts for eighteen active project areas. Beginning with the 1998-99 fiscal year, additional Districts have been established to account for new neighborhoods.

The costs recorded in this fund are paid for by assessments to the benefited properties.

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

LANDSCAPE MAINTENANCE DISTRICTS FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 30,640	$ (22,553)	$ (30,824)	$ (35,236)
Add:				
Revenues from:				
Property assessments	175,725	180,000	208,051	190,000
Total	175,725	180,000	208,051	190,000
Less:				
Appropriations for:				
Maintenance and repair	237,189	270,987	212,463	271,032
Total	237,189	270,987	212,463	271,032
Available balance, end of year	$ (30,824)	$ (113,540)	$ (35,236)	$ (116,268)

CITY OF PORTERVILLE
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TRANSPORTATION DEVELOPMENT FUND

This fund was established by Council action on May 5, 1998, to account for the collection and distribution of the newly-adopted Traffic Impact Fee, which is assessed on new developments. These funds are to be used for the implementation of the Circulation Element.

Expenditures from this fund are made through the Capital Projects Fund. For the fiscal year 2026-2027, the following projects, totaling $45,875 are proposed for funding:

		Appropriation
Traffic signal – intersection of Westwood and Westfield	$	45,875
Total	$	45,875

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

TRANSPORTATION DEVELOPMENT FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 2,478,345	$ 2,700,611	$ 2,754,856	$ 2,951,585
Add:				
Revenues from:				
Interest income	126,451	75,000	65,645	76,000
Development fees	300,060	260,000	281,084	270,000
Total	426,511	335,000	346,729	346,000
Less:				
Appropriations for:				
Capital projects	-	45,875	-	45,875
Less:				
Transfers to:				
General Fund	150,000	150,000	150,000	150,000
Available balance, end of year	$ 2,754,856	$ 2,839,736	$ 2,951,585	$ 3,101,710

CITY OF PORTERVILLE
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PARK DEVELOPMENT FUND

This fund was established in 1988 to account for receipts of federal and state grants for the construction, improvement, maintenance, and acquisition of parks within the City. The current revenue stream consists of developer impact fees and interest income. These funds help pay for debt service on the Infrastructure Refinancing Bonds for that portion spent on the construction of the sports complex.

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

PARK DEVELOPMENT FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ -	$ -	$ -	$ -
Add:				
Revenues from:				
Interest income	426	200	287	250
Development fees	116,457	90,000	86,806	90,000
Total	116,883	90,200	87,093	90,250
Less:				
Transfers to General Fund:				
Debt Service	109,543	82,700	79,598	82,600
Transfers to Airport Fund:				
Sports Complex Lease	7,340	7,500	7,495	7,650
Total	116,883	90,200	87,093	90,250
Available balance, end of year	$ -	$ -	$ -	$ -

CITY OF PORTERVILLE
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2026– 2027

STORM DRAIN DEVELOPMENT FUND

This fund was established by the City Council in 1977 to account for storm drainage acreage fees from subdivisions and developers. The funds are used to finance storm drainage facilities.

Funds in the amount of $1,003,000 are proposed in fiscal year 2026-2027 for the following projects:

		Appropriation
Floodplain management	$	10,000
Master plan payback		160,000
Morton Ave Rehabilitation – storm drain		375,000
Westfield Avenue master plan utilities – storm drain		458,000
Total	$	1,003,000

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

STORM DRAIN DEVELOPMENT FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 3,131,544	$ 3,485,676	$ 3,535,410	$ 3,637,930
Add:				
Revenues from:				
Interest income	158,343	70,000	86,203	79,000
Development fees	252,604	240,000	288,158	275,000
Total	410,947	310,000	374,361	354,000
Add:				
Transfer from:				
General fund	-	-	-	-
Total	-	-	-	-
Less:				
Appropriations for:				
Capital projects	7,081	1,474,000	271,841	1,003,000
Total	7,081	1,474,000	271,841	1,003,000
Available balance, end of year	$ 3,535,410	$ 2,321,676	$ 3,637,930	$ 2,988,930

CITY OF PORTERVILLE
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2026– 2027

BUILDING CONSTRUCTION FUND

This fund was established in 1977 to accumulate monies for building new facilities to house the Police Department and to remodel and update the City Hall. The amounts in this fund have been derived from an accumulation of general reserves, sale of surplus real property and interest earnings.

Interest income from this fund is used for debt service of the 2021 Refinancing Certificates of Participation.

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

BUILDING CONSTRUCTION FUND

	2024-2025 Actual	2025-2026 Original Estimate	2025-2026 Revised Estimate	2026-2027 Estimate
Available balance, beginning of year	$ 169,577	$ 169,577	$ 172,619	$ 172,479
Add:				
Revenues from:				
Interest income	8,535	4,000	4,600	4,500
Total	8,535	4,000	4,600	4,500
Less:				
Appropriations for:				
Transfers to General Fund	5,493	4,000	4,740	4,500
Total	5,493	4,000	4,740	4,500
Available balance, end of year	$ 172,619	$ 169,577	$ 172,479	$ 172,479

CITY OF PORTERVILLE
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CAPITAL PROJECTS FUND

This fund was established in 1982-83 and is used to account for all capital projects expenses. As expenses are incurred in this fund, a reimbursement is made from the appropriate fund.

CITY OF PORTERVILLE
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2026 - 2027

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
GENERAL GOVERNMENT			
Update Circulation Element, incl fee structure, State mandated	89-9026	$ 50,000	General Fund
Development ordinance update	89-9033	51,000	General Fund
Emergency Communications Center Radio Upgrade	03-3095-73	1,013,503	Equipment Replacement Fund
Emergency Operations Center/FS #71	89-9054	1,098,892	Cal OES sub-award grant
Fire Station remodels (design)	89-9032	38,110	Measure I
FS #72	89-9032		
Construction/CM/Contingency		2,010,316	Measure H
Construction/CM/Contingency		1,223,684	Measure I
Furnishings		100,000	Measure H
FS #74 - type 1 engine	03-3095-72	199,200	Equipment Replacement Fund
Maintenance Facility property acquisition		955,000	Solid Waste Reserve
Technology upgrades:			
Accounting Software Update	89-9059	100,000	ERF/Water Operating/Sewer
Permitting & Asset Management Software	89-90102	100,000	General Fund
TOTAL		$ 6,939,705	
STREETS & SIGNALS			
Castle Avenue extension	89-91119	$ 250,000	STP
Downtown parking lots:			
Main Street parking lot	89-9007	2,010,000	Measure I
Grand Ave reconstruction - 4th to Plano	89-91106	2,385,000	SGT / SB1 - RMRA/STP
HAWK Crossings			
Morton @ Santa Fe Byway		600,000	ATP/Measure R - AT
Olive Ave @ Santa Fe Byway		600,000	ATP/Measure R - AT
Plano @ Chase (HAWK)	89-91114	600,000	ATP/Measure R - AT
Main Street:	89-91101		
Phase IIB - Olive and Garden Ave design		20,000	Measure R - Local
Phase IIB - Olive and Garden Ave reconstruction		80,000	SB1 - RMRA
Microsurfacing:	89-9167		
Design		40,000	Measure R - Local
Date Avenue - Main to Plano		300,000	Special gas tax
Orange Avenue - Main to Date		300,000	Special gas tax
W North Grand Avenue - Rose to Main		500,000	Special gas tax
Miscellaneous alleys	89-9103	75,000	STP
Miscellaneous curb, gutter and sidewalk	89-9155	200,000	STP
Northwest Street Improvements	89-91126		
Henderson Ave. rehabilitation design - Westwood to Patsy		15,000	STP
Westwood St - partial reconstruction - Henderson Ave		622,600	Measure R - Local/STP
Olive Ave Gateway Improvments - Design/Environmental			Measure R - Regional

CITY OF PORTERVILLE
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CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
Olive Ave bridge widening project (City/County)		500,000	Measure R - Regional
Olive Ave median island safety project (Beverly to Maston)		610,000	Measure R - Local
Pavement mgt program citywide evaluation	89-9127	150,000	Special gas tax
Rapid flashing beacons:	89-91120		
Design		25,000	Measure R - Alt
Brian Ave west of Silver Maple, incl. curb ramps		80,000	Measure R - Alt
Elderwood @ BMS, incl curb ramps		80,000	Measure R - Alt
Mulberry and Verdugo, incl curb ramps		80,000	Measure R - Alt
Mulberry and Belmont, incl curb ramps		80,000	Measure R - Alt
Orange and G, incl curb ramps		80,000	Measure R - Alt
Pioneer and Milo		40,000	Measure R - Alt
Prospect and Castle, incl. curb ramps		80,000	Measure R - Alt
Putnam @ Putnam School, incl curb ramps		80,000	Measure R - Alt
Westfield and Linda Way, inc curb ramps		80,000	Measure R - Alt
Westfield and Villa		40,000	Measure R - Alt
Rock crushing and screening	89-91100	70,000	STP
Scranton/Westwood/West/Worth realignment	89-91112		Measure R - Reg
Self performance streets program:			
Cold mix & AC pavement overlay program	89-9101	3,000,000	STP / Measure R - Local / Measure I
Cold milling machine rental	89-9191	100,000	Special gas tax
Public parking lots rehabilitation	89-9153		LTF
Signs and signals upgrade (countdown timers)	89-9111	150,000	Special gas tax
SR 190 corridor improvements between Westwood and Plano:			
Main St Intersection Improvements		1,710,000	Measure R - Regional
SR 65 Interchange: Construct auxillary		3,300,000	Measure R - Regional
Westwood St intersection		3,700,000	Measure R - Regional
Synchronization of signals		100,000	Special gas tax
Traffic safety evaluation	89-9105	25,000	STP
Traffic signals:			
Newcomb @ Mulberry	89-91117	1,234,000	LTF/SGT/MI
Porter Road @ Olive Ave	89-91116	710,000	Measure R - Local/HSIP
Westwood @ Westfield		45,875	Transportation impact fees
Tule River Tribe complete streets and two pedestrian bridges	89-91121	896,000	ATP
Upgrade of signals to ITS technology		200,000	Special gas tax
Villa St - Olive to Henderson - Porter Slough Crossing	89-91102	977,500	SB1 - RMRA
TOTAL		$ 26,820,975	

CITY OF PORTERVILLE
ANNUAL BUDGET
2026 - 2027

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
STORM DRAIN			
Flood plain management	89-9261	$ 10,000	Developer Fees
Grand Ave - 4th & Plano storm drain line		350,000	Sewer Revolving Fund
MS4 permit and compliance program	89-9274	83,021	Sewer Revolving Fund
MS4 - discharge improvements	89-9274	200,000	Sewer Revolving Fund
Master plan payback	89-9208	160,000	Developer Fees
Morton Ave - storm drain (Westwood to Mathew)		375,000	Developer Fees
Westfield Avenue Master Plan Utiities			
Storm Drain design & construction		458,000	Developer Fees
Westfield Storm Drain - Main St to SR65 (incl. Hayes Field)		725,000	Sewer Revolving Fund
TOTAL		$ 2,361,021	
PARKS AND LEISURE SERVICES			
ADA improvements - city facilities		$ 100,000	GF Deferred Maintenance Reserve
Butterfield Stage Corridor Improvements:			
W North Grand to Yates (incl CGSS)	89-91110	1,506,000	ATP / Measure R - Alt
City hall roof replacement	89-9486	700,000	GF Deferred Maintenance Reserve
Downtown Holiday Decor	01-1010-66	40,000	GF Community Promotions
Downtown PA System		150,000	Measure I
Library - new facility - design & construction support	89-9483	2,115,820	CSL Grant/Insurance proceeds
Multi-Sport field improvements (Santa Fe Sportsflex):	89-9812		
Design		650,000	CDBG/NPS
Murry Park Pool:			
Design		100,000	CDBG
Restroom renovation		100,000	CDBG
Restroom roof & snackbar roof		125,000	CDBG
Murry Park pond perimeter path & amenities		165,000	CDBG
Navigation Center Expansion	89-94100	854,761	ARPA
Overland Community Center / Park (4th St)	89-9411	11,457,847	Prop 68/ARPA/Measure R - Alt/Measure
Skateboard park improvements	89-9469	40,000	Measure R - Alt
Sports Complex Booster Pump		150,000	GFRDM
Trail Safety Call Boxes		32,000	Measure I
Veteran's Park Trail - paving and lighting (phase 2)	89-9446	1,800,000	Measure R - Alt
Veteran's Park Trail amenities			
Splash pad		150,000	Measure I
TOTAL		$ 20,236,428	

CITY OF PORTERVILLE
ANNUAL BUDGET
2026 - 2027

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
SEWER			
Grand Ave Reconstruction - 4th to Plano sewer line		300,000	Sewer revolving fund
Lift station upgrade	89-9645	$ 100,000	Sewer revolving fund
Henderson Ave. Reconstruction - Westwood to Patsy sewer line		25,000	Sewer revolving fund
Mathew St - sewer design (Henderson to Monache)		100,000	Sewer revolving fund
Master plan payback	89-9604	355,537	Developer Fees
Morton Ave - lift station #9 upgrade and forced main (Westwood to Mathew)		1,150,000	Sewer revolving fund
Westfield Avenue Master Plan Utilies			
Sewer Main design & construction		1,000,000	Sewer revolving fund
Force Main construction		500,000	Sewer revolving fund
TOTAL		$ 3,530,537	
WATER			
Consolidations			
Del Oro		$ 4,000,000	SWRCB grant
Hope School		3,000,000	SWRCB grant
Downtown pipe replacement program		300,000	Water replacement fund
East Porterville water infrastructure - Phase 2:			
Well #34 (Akin/Central Mutual)	89-9749	4,783,035	SWRCB grant
Electrical upgrades for water facilities		250,000	Water replacement fund
Flatbed Trailer (Excavator)		230,000	Water replacement Fund
Fourth St - Henderson to Morton water main replacement		910,000	Water replacement Fund
Grand Ave Reconstruction - 4th to Henrahan water line		400,000	Water replacement Fund
Integrated Regional Water Mgt Plan & implementation		25,000	Water replacement Fund
Martin Hill 3MG tank booster pump upgrade (VFD)		350,000	Water replacement Fund
Mathew Street water main design - Henderson to Monache		25,000	Water replacement Fund
Master plan payback	89-9768	440,282	Developer fees
Master plan update	89-9703	40,000	Developer fees
Morton Ave - water line/recycled water line (Westwood to Mathew)		1,800,000	Water replacement Fund
Rehabilitate wells	89-9736	150,000	Water replacement Fund
SCADA (Supervisory Control and Data Acquisition) system		800,000	Water replacement Fund
SGMA compliance:			
Alternative water capacity sources		1,500,000	Water replacement Fund
GSA/Tule Sub-basin agreement and admin		200,000	Water replacement Fund
Eastern Tule GSA/JPA local governance	89-9748	230,000	Water replacement Fund
Monitoring wells - construction		500,000	Water replacement Fund
Monitoring wells - water quality testing		15,000	Water replacement Fund
SGMA Recharge program:			
North recharge basin - NW of FKC, W of Westwood	89-9734	2,615,533	Water replacement Fund
Stormwater capture and recharge		680,000	Water replacement Fund

CITY OF PORTERVILLE
ANNUAL BUDGET
2026 - 2027

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
Storage reservoir rehabilitation program:			
Airport 300k water tank cathodic protection		150,000	Water replacement fund
East Porterville 3MG tank cathodic protection	89-9791	200,000	Water replacement fund
Highland 305K tank cathodic protection		150,000	Water replacement Fund
Scenic Heights tank overflow	89-9790	850,000	Water replacement fund
Success Reservoir enlargement project	89-9048	175,000	Water replacement fund
Tertiary treatment plant - corporation yard		300,000	Bond proceeds
Tertiary treatment plant - satellite plant (PADA)	75-7501	100,000	Water replacement fund
Tule River JPA administration	89-9046	17,048	Water replacement fund
Tule River/Porter Slough clearing	89-9038	40,000	Water replacement fund
Urban Water Management Plan - 2025 Update	89-9769	90,000	Water replacement fund
Water capacity program:			
Well #37 - includes piping (Tule River)	89-9735	1,500,000	Bond proceeds
Water meter radio read replacement project:			
Citywide meter replacement	89-9760	100,000	Water replacement Fund
Water meter fixed network data collector	89-9760	120,000	Water replacement Fund
Westfield Avenue Master Plan Utilities			
Recycled Water design & construction		700,000	Water replacement fund
TOTAL		$ 27,735,898	
WASTEWATER TREATMENT FACILITY			
Biosolids hauling	89-9691	$ 180,000	WWTF reserve fund
Blower parts and control replacement		250,000	WWTF reserve fund
Clarifier Center Drive Replacement		200,000	WWTF reserve fund
Compliance & operation oversight		500,000	WWTF reserve fund
Digesters #1 and #4 repairs (includes #4 conrol repl)	89-9635	825,000	WWTF reserve fund
Digester cleaning, coating and piping replacement	89-9642	117,266	WWTF reserve fund
Effluent Meter Replacement		40,000	WWTF reserve fund
Effluent outfall pump maintenance	89-9668	120,000	WWTF reserve fund
Emergency generator (400kw)	89-9612	285,000	WWTF reserve fund
Headworks grinder replacement	89-9666	75,000	WWTF reserve fund
Manhole 10A inspection / repair	89-9667	100,000	WWTF reserve fund
Monitor Well Evaluation and Installation		100,000	WWTF reserve fund
Nitrification / De-nitrification local governance		1,000,000	WWTF reserve fund
Office building replacement (design)	89-9678	200,000	WWTF reserve fund
Plant #1 - Reclamation area pipeline installation	89-9630	150,000	WWTF reserve fund
Safe drinking water supply deliveries	89-96110	50,000	WWTF reserve fund
Screwpress repairs	89-96111	120,000	WWTF reserve fund
Sludge line - Westwood Bridge over Tule River	89-9693	30,000	WWTF reserve fund
Sludge Transfer Pump Replacement		300,000	WWTF reserve fund

CITY OF PORTERVILLE
ANNUAL BUDGET
2026 - 2027

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
Treatment water filling station		150,000	WWTF reserve fund
WAS / RAS pump replacement	89-9646	300,000	WWTF reserve fund
TOTAL		$ 5,092,266	
TRANSIT			
Bus maintenance facility (Prospect St)			
Facility Improvements (Gates, Lobby, Furniture, etc.)	89-9324	$ 293,074	FTA grant / LTF
Fleet replacement		170,000	LCTOP
New bus maintenance facility	89-9316	8,000,000	SB125
Transit center improvements - exterior and lobby	89-9330	243,000	FTA grant / LTF
TOTAL		$ 8,706,074	
AIRPORT			
Airfield Electrical Improvements		$ 710,000	FAA-AIP Grant/AOF
Fuel Island Secondary Containment Compliance:	89-9970		
Construction		250,000	Airport Replacement & Dev fund
Runway Rehabilitation			
Design		730,000	FAA-AIP Grant/CA Div of Aero/AOF
Pavement Management		140,000	FAA-AIP Grant
Taxiway Rehabiliation		50,000	AOF
		$ 1,880,000	

ANNUAL BUDGET

Detail Reports



FY 2026/2027

General Fund

REVENUES

ANNUAL BUDGET



FY 2026/2027

CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
TAXES							
PROPERTY TAXES							
4001 Current Secured	3,553,436	3,837,036	4,037,028	4,225,000	2,227,352	4,287,028	4,390,000
4002 Current Unsecured	230,371	258,643	285,122	285,000	290,568	291,568	293,000
4003 Prior Secured/Unsecured	70,140	100,030	105,324	100,000	-	113,295	115,000
4005 ERAF - VLF Backfill	4,979,076	5,293,923	5,586,230	5,400,000	2,957,967	5,915,933	6,122,991
TOTAL PROPERTY TAXES	8,833,023	9,489,633	10,013,704	10,010,000	5,475,886	10,607,824	10,920,991
OTHER TAXES							
4011 Sales and Use Tax	8,452,098	7,969,141	8,217,471	7,815,327	3,496,133	8,238,265	8,274,919
4012 Utility Users Tax	5,726,829	5,279,475	5,731,918	5,600,000	2,691,764	5,583,529	5,600,000
4013 Transient Occupancy Tax	785,849	755,093	778,027	800,000	218,695	766,495	785,000
4014 Property Transfer Tax	104,249	104,765	123,890	106,000	76,564	153,128	140,000
4015 Franchises	833,303	856,047	775,772	800,000	29,495	760,330	760,000
4016 Municipal Franchises	1,001,134	1,001,134	1,001,134	1,001,134	500,572	1,001,134	1,001,134
4017 Sales Tax - Public Safety	421,769	399,117	394,773	386,000	168,095	356,190	343,500
4018 Payments in lieu of taxes	-	651,069	676,084	676,084	169,021	676,084	676,084
4401 Business Licenses tax	804,933	893,722	1,107,688	1,150,000	534,616	1,069,232	1,080,000
TOTAL OTHER TAXES	18,130,164	17,909,563	18,806,758	18,334,545	7,884,955	18,604,387	18,660,637
TOTAL TAXES	26,963,187	27,399,196	28,820,462	28,344,545	13,360,841	29,212,211	29,581,628
LICENSES & PERMITS							
4403 Building Permits	252,116	280,878	399,204	350,000	160,721	348,441	350,000
4404 Plumbing Permits	153,966	158,459	349,687	275,000	145,646	291,293	300,000
4405 Electrical Permits	257,590	176,037	295,492	250,000	111,751	223,502	250,000
4408 Animal Licenses	9,473	9,212	10,914	10,000	5,460	10,920	10,000
4409 Other Licenses and Permits	30,600	60,635	34,338	46,000	45,125	45,685	46,000
TOTAL LICENSES & PERMITS	703,745	685,220	1,089,634	931,000	468,703	919,841	956,000

CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
REV. FROM OTHER AGENCIES							
TAXES							
4501 Vehicle License Fees in Excess	64,219	77,388	195,446	85,000	-	96,218	95,000
4502 Sales Tax - Measure R (Alt)	-	-	-	-	-	-	-
4504 Homeowners Property Tax Relief	20,838	20,860	20,720	21,000	-	20,817	21,000
TOTAL TAXES	85,057	98,248	216,166	106,000	-	117,035	116,000
FEES & GRANTS							
4515 Grants - Miscellaneous	-	-	-	-	-	-	-
4516 State Grants	251,925	363,589	213,831	69,398	59,485	77,891	66,267
4517 Federal Grants	40,000	-	911,159	381,000	365,141	730,282	11,348
4518 State Reimbursements	72,512	102,364	142,703	80,000	2,111	96,042	95,000
TOTAL FEES & GRANTS	364,437	465,953	1,267,693	530,398	426,737	904,215	172,615
TOTAL REV. FROM OTHER AGENCIES	449,494	564,200	1,483,858	636,398	426,737	1,021,249	288,615
USE OF MONEY & PROPERTY							
4601 Interest on Investments	661,004	1,146,519	1,070,776	920,000	502,611	1,005,222	950,000
4604 Rent of Land	31,940	33,901	33,901	32,000	14,376	32,350	32,000
4607 Rent of Building	85,888	43,690	18,066	18,066	9,035	18,066	18,066
4609 Rent of Eqiupment	-	-	-	-	-	-	-
TOTAL USE OF MONEY & PROPERTY	778,832	1,224,110	1,122,743	970,066	526,022	1,055,638	1,000,066
FINES & FORFEITURES							
4702 Parking Violations	13,499	5,936	5,864	9,000	890	5,485	6,000
4703 Vehicle Code Fines	2,459	2,445	2,685	2,500	2,210	3,835	2,800
4709 Other Fines	8,577	9,909	9,593	10,000	7,696	10,199	10,000
TOTAL FINES & FORFEITURES	24,535	18,290	18,143	21,500	10,795	19,519	18,800

CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
CHARGES FOR SERVICES							
PLANNING & ENGINEERING							
4801 Planning and Zoning Fees	42,054	41,246	69,143	60,000	24,418	48,835	51,000
4803 Engineering & Inspection Fees	74,842	63,269	79,149	80,000	32,234	64,468	70,000
4805 New Street Lighting	16,992	854	15,899	8,000	658	1,317	4,000
4806 New Fire Hydrants	2,480	1,267	752	1,500	1,011	2,021	2,000
4807 Street, Sidewalk and Curb	-	-	-	-	-	-	-
TOTAL PLANNING & ENGINEERING	136,368	106,635	164,945	149,500	58,320	116,641	127,000
PUBLIC SAFETY							
4810 Animal Control Services	20,665	18,714	11,175	12,000	4,922	9,844	10,000
4811 Police Services	165,987	204,280	182,610	175,000	49,133	178,267	175,000
4811.3Fingerprinting Fees	17,612	20,876	15,649	20,000	7,919	15,838	18,000
4811.5Vehicle Storage	57,307	55,904	49,601	55,000	26,687	53,374	55,000
4812 Police Cost Recoveries	214,263	298,788	174,995	160,000	174,995	229,349	180,000
4813 Police Records - Services	31,249	31,531	26,955	33,000	11,640	23,280	28,000
4815 Fire Services	6,905	6,857	6,985	7,000	122	6,544	7,000
4816 Weed Abatement Reimbursement	50,929	36,924	62,145	35,000	128,529	155,820	40,000
4816.5Property Abatement Reimbursement	-	-	-	-	-	-	10,000
4818 Code Enforcement Fees	93,970	163,963	150,428	125,000	70,076	120,153	125,000
TOTAL PUBLIC SAFETY	658,887	837,837	680,541	622,000	474,023	792,469	648,000
RECREATION & CULTURE							
4830 Freedom Fest	43,040	33,052	49,579	42,000	1,500	31,265	39,000
4831 Library Services	12,906	18,286	16,045	17,000	8,998	17,996	17,000
4832 Pavilions/ballfields Rentals	39,647	46,633	49,157	45,000	12,114	43,058	45,000
4833 Community Center Rentals	-	-	-	-	-	-	-
4833.5Zalud House Rentals	-	-	-	2,340	1,442	2,884	2,500
4834 Concessions	5,042	1,230	383	-	-	-	-
4835 Zalud House Admissions	-	-	2,507	2,970	2,408	3,354	3,100
4836.55Special Programs Revenue	95,775	115,265	126,338	115,000	80,244	130,360	120,000
4836.56RAP Program Revenue	172,973	-	-	-	-	-	-
4836.59Day Camps Program Revenue	8,368	7,977	1,218	7,000	-	-	-
4836.63Y.E.S. Elementary Program Rev	1,720,123	93,145	-	-	-	-	-
4836.64Y.E.S. Jr High Program Revenue	367,103	34,570	-	-	-	-	-
4837 Senior Citizen Program Revenue	12,043	13,886	14,061	14,000	6,551	13,102	14,000
4838 Sports Complex Parking Fees	13,579	16,164	15,494	17,000	5,869	13,466	14,675
4839 OHV Park Fees	19,617	4,790	-	-	-	-	-
TOTAL RECREATION & CULTURE	2,510,216	384,996	274,782	262,310	119,126	255,485	255,275

CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
SWIMMING POOL							
4841 Swimming Admissions	34,724	40,541	41,639	39,000	17,067	36,633	38,000
4842 Swimming Lessons	27,045	30,918	28,162	31,000	1,586	30,172	31,000
4845 Swimming Pool Rentals	14,175	20,088	20,852	20,000	315	18,630	20,000
4846 Pool Concessions	917	-	-	-	-	-	-
TOTAL SWIMMING POOL	76,861	91,547	90,653	90,000	18,968	85,435	89,000
MISCELLANEOUS							
4891 Passport Fees	70,658	70,976	82,556	77,000	33,637	67,274	75,000
4893 Street Tree Fees	4,275	5,700	16,350	10,000	4,500	9,000	9,500
4897 Interdepartmental Serv Charges	2,538,093	2,900,406	3,487,831	3,675,539	1,901,178	3,802,355	3,800,000
4898 Special Benefit Assessments	3,454	3,454	3,454	3,454	1,727	3,454	3,454
TOTAL MISCELLANEOUS	2,616,481	2,980,537	3,590,191	3,765,993	1,941,042	3,882,083	3,887,954
CHARGES FOR SERVICES	5,998,812	4,401,551	4,801,111	4,889,803	2,611,479	5,132,113	5,007,229
OTHER REVENUES							
4991 Sale of Real Property	-	200	1,000	-	-	-	-
4992 Sale of Personal Property	1	907	511	-	785	1,571	-
4993 Service Initiation Fees	18,920	20,779	18,940	19,000	9,840	19,680	20,000
4994 Contributions	41,541	383,833	101,557	90,200	22,870	90,741	90,500
4995 Reimbursements and Refunds	121,964	5,054	1,207	1,000	448	897	1,000
4996 Other Financing Sources (Uses)	-	1,247,515	101,150	-	-	-	-
4997 Cash Variations	29	(274)	(141)	-	9	17	-
4998 Penalties	34,293	71,573	114,847	75,000	41,496	82,993	80,000
4999 Other Revenues	2,838	11,768	7,677	7,000	5,703	11,405	8,000
TOTAL OTHER REVENUES	219,586	1,741,355	346,747	192,200	81,151	207,303	199,500
TOTAL REVENUE	35,138,192	36,033,923	37,682,698	35,985,512	17,485,728	37,567,874	37,051,838

General Fund

LEGISLATIVE

ANNUAL BUDGET



FY 2026/2027

CITY OF PORTERVILLE
BUDGET WORKSHEETS - LEGISLATIVE
CITY COUNCIL
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
CITY COUNCIL							
PERSONNEL SERVICES							
5010-001-010 Salaries, Regular	3,070	2,525	2,930	4,000	1,305	2,610	4,000
TOTAL PERSONNEL SERVICES	3,070	2,525	2,930	4,000	1,305	2,610	4,000
OTHER EXPENSES							
5010-001-140 Computer Equipment Mainenance	3,203	3,735	2,536	3,500	2,202	4,390	4,500
5010-001-190 Other Equipment Maintenance	113	63	-	200	-	-	-
5010-001-220 Printing/Copying	-	8	682	500	1,813	-	-
5010-001-230 Professional/Temp Service	78,603	80,797	100,688	88,000	27,006	103,700	200,000
5010-001-320 Office/Computer Supplies	847	821	1,388	1,000	35	221	1,000
5010-001-410 Meeting Expenses	9,132	6,131	8,150	5,000	3,989	7,260	7,500
5010-001-410.13 Meeting Expenses-Reyes	317	-	-	-	-	-	-
5010-001-410.14 Meeting Expenses-Stowe	238	-	-	-	-	-	-
5010-001-410.15 Meeting Expenses-Flores	5,135	4,157	2,106	-	-	-	-
5010-001-410.17 Meeting Expenses - Carrillo	3,130	2,109	480	-	-	-	-
5010-001-410.18 Meeting Expenses - Tate	1,205	-	-	-	-	-	-
5010-001-410.19 Meeting Expenses - Weyhrauch	6,448	5,175	1,049	-	-	-	-
5010-001-410.20 Meeting Expenses - Beltran	4,542	5,406	2,569	5,000	2,305	4,610	5,000
5010-001-410.21 Meeting Expenses - Meister	2,906	2,217	3,848	5,000	1,669	3,339	5,000
5010-001-410.22 Meeting Expenses - Green	-	-	4,717	5,000	543	1,085	5,000
5010-001-410.23 Meeting Expenses - Rivas	-	-	6,174	5,000	3,188	4,885	5,000
5010-001-410.24 Meeting Expenses - Mckervey	-	-	4,889	5,000	847	1,694	5,000
5010-001-420 Utilities	3,816	3,206	3,626	4,000	1,879	3,758	5,000
5010-001-450 Publication and Dues	22,542	22,708	23,584	24,000	5	825	1,000
5010-001-660 Other Expense	845	2,108	3,277	2,000	1,279	2,558	5,000
5010-001-910 Special Purpose	72,036	2,418	13,362	100,000	9,000	18,000	100,000
5010-001-920 GF Designated Funds Expenses	12,094	34,275	9,385	15,000	63,977	75,459	15,000
TOTAL OTHER EXPENSES	227,155	175,333	192,510	268,200	119,738	231,785	364,000
CAPITAL OUTLAY							
5010-001-730 Other Machinery/Equipment	-	-	931	-	-	-	-
TOTAL CAPITAL OUTLAY	-	-	931	-	-	-	-
TOTAL CITY COUNCIL	**230,225**	**177,858**	**196,370**	**272,200**	**121,043**	**234,395**	**368,000**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - LEGISLATIVE
COMMUNITY PROMOTION
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
COMMUNITY PROMOTION							
PERSONNEL SERVICES							
5010-010-010 Salaries, Regular	16,513	11,419	14,142	46,098	31,654	45,831	48,972
5010-010-020 Salaries, Part-time	-	-	-	-	-	-	-
5010-010-030 Salaries, Overtime	28,512	38,658	43,352	37,000	31,454	41,835	45,000
5010-010-090 Benefits	11,122	16,783	19,055	28,057	27,912	32,871	32,091
TOTAL PERSONNEL SERVICES	56,147	66,859	76,549	111,155	91,019	120,537	126,063
OTHER EXPENSES							
5010-010-230 Professional/Temp Service	-	-	-	-	-	425	-
5010-010-410 Meeting Expense	420	-	-	500	-	-	-
5010-010-450 Publication and Dues	74,365	86,722	89,465	90,000	63,032	66,532	68,000
5010-010-600 Freedom Fest	39,774	45,237	51,019	120,345	151	88,500	60,000
5010-010-610 Community Benefit Program	-	-	-	100,000	52,711	77,711	100,000
5010-010-660 Other Expense	80,685	77,201	83,159	78,000	26,761	53,522	65,000
5010-010-660 Other - Holiday Décor/Banners	-	-	-	55,000	25,222	50,445	40,000
TOTAL OTHER EXPENSES	195,245	209,160	223,643	443,845	167,877	337,135	333,000
TOTAL COMMUNITY PROMOTION	**251,392**	**276,020**	**300,191**	**555,000**	**258,896**	**457,672**	**459,063**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE AND LEGAL
TEMPORARY LIBRARY
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
EMERGENCY OPERATIONS							
TEMPORARY LIBRARY (INSURANCE PROCEEDS)							
PERSONNEL SERVICES							
5010-050-010 Salaries, Regular	-	-	-	-	-	-	-
5010-050-030 Salaries, Overtime	-	-	-	-	-	-	-
5010-050-090 Benefits	-	-	-	-	-	-	-
TOTAL PERSONNEL SERVICES	-	-	-	-	-	-	-
OTHER EXPENSES							
5010-050-230 Professiona/Temp Service	1,582	62,376	-	-	-	-	-
5010-050-260 Rent of Property & Equipment	178,759	160,629	155,447	160,000	75,900	162,980	163,500
5010-050-320 Office/Computer Supplies	924	-	-	-	-	-	-
5010-050-350 Tools & Equipment (Under $1,000)	768	-	-	-	-	-	-
5010-050-360 Library Books	19,892	44,389	43,457	50,000	-	-	-
5010-050-410 Meeting Expense	-	-	-	-	-	-	-
5010-050-420 Utilities	-	-	-	-	-	-	-
5010-050-660 Other Expense	3,468	-	-	-	-	-	-
TOTAL OTHER EXPENSES	205,391	267,394	198,904	210,000	75,900	162,980	163,500
CAPITAL OUTLAY							
5010-050-710 Office Equipment (over $1000)	-	-	-	-	-	-	-
5010-050-730 Other Machinery/Equipment	5,405	-	-	-	-	-	-
5010-050-740 Computer Equipment	80,839	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY	86,244	-	-	-	-	-	-
TOTAL EMERGENCY OPERATIONS	**291,636**	**267,394**	**198,904**	**210,000**	**75,900**	**162,980**	**163,500**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE AND LEGAL
MARCH STORMS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
EMERGENCY OPERATIONS - MARCH 2023 STORMS							
PERSONNEL SERVICES							
5010-060-010 Salaries, Regular	202,450	9,959	29,195	-	36,546	36,546	-
5010-060-020 Salaries, Part-time	1,436	1,823	-	-	-	-	-
5010-060-030 Salaries, Overtime	334,229	1,207	-	-	-	-	-
5010-060-090 Benefits	137,461	9,435	11,958	-	23,563	23,563	-
TOTAL PERSONNEL SERVICES	675,576	22,423	41,153	-	60,109	60,109	-
OTHER EXPENSES							
5010-060-120 Building/Ground Maintenance	6,882	2,150	14,086	-	-	-	-
5010-060-230 Professiona/Temp Service	65,985	260,390	256,840	-	-	-	-
5010-060-260 Rent of Property & Equipment	28,467	11,090	12,582	-	546	1,287	-
5010-060-340 Maintenance and Repair Materials	23,009	-	13	-	-	-	-
5010-060-350 Tools & Equipment (Under $1,000)	26,497	16	593	-	-	-	-
5010-060-410 Meeting Expense	411	-	-	-	-	-	-
5010-060-420 Utilities	2,993	14,822	16,101	-	-	-	-
5010-060-490 Special Consummables	12,018	637	-	-	-	-	-
5010-060-660 Other Expense	26,654	3,631	4,057	-	-	-	-
TOTAL OTHER EXPENSES	192,915	292,737	304,271	-	546	1,287	-
CAPITAL OUTLAY							
5010-060-730 Other Machinery/Equipment	6,448	-	12,600	-	-	-	-
TOTAL CAPITAL OUTLAY	6,448	-	12,600	-	-	-	-
TOTAL EMERGENCY OPERATIONS	**874,938**	**315,160**	**358,024**	**-**	**60,655**	**61,396**	**-**

General Fund

ADMINISTRATIVE

ANNUAL BUDGET



FY 2026/2027

CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE AND LEGAL
CITY MANAGER
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
CITY MANAGER							
PERSONNEL SERVICES							
5011-001-010 Salaries, Regular	283,089	310,088	315,606	312,688	112,561	278,087	537,711
5011-001-030 Salaries, Overtime	-	-	-	-	-	130	-
5011-001-040 Car Allowance	-	-	2,400	-	-	3,300	12,000
5011-001-090 Benefits	150,094	172,432	144,009	179,101	62,450	160,452	285,539
TOTAL PERSONNEL SERVICES	433,183	482,520	462,016	491,789	175,011	441,969	835,251
OTHER EXPENSES							
5011-001-110 Vehicle Maintenance	-	-	2,851	4,887	671	1,342	3,500
5011-001-140 Computer Equipment Maint	1,921	1,821	3,497	3,500	1,718	3,436	3,500
5011-001-190 Other Equipment Maint	-	-	-	-	-	-	-
5011-001-220 Printing/Copying	1,085	1,923	2,354	1,800	370	2,287	2,000
5011-001-230 Professional/Temp Services	1,025	285	75	-	-	-	-
5011-001-260 Rent of Property & Equipment	200	-	-	-	1,471	2,074	2,000
5011-001-320 Office/Computer Supplies	2,135	2,013	1,797	3,000	99	1,981	2,250
5011-001-410 Meeting Expense	5,076	5,711	3,242	6,000	3,514	7,027	5,000
5011-001-420 Utilities	3,122	2,931	1,772	2,000	860	1,720	2,000
5011-001-440 Training Expense	1,907	2,116	1,667	1,700	-	-	500
5011-001-450 Publication and Dues	301	1,374	1,272	1,200	1,030	2,060	1,500
5011-001-460 Postage	-	-	78	-	559	931	500
5011-001-660 Other Expense	10,415	12,785	7,643	11,000	8,260	16,521	13,000
TOTAL OTHER EXPENSES	27,187	30,959	26,249	35,087	18,553	39,379	35,750
CAPITAL OUTLAY							
5011-001-710 Office Equipment (over $1,000)	-	4,152	931	-	6,886	8,822	-
5011-001-720 Automotive Equipment	-	-	100,874		-	-	-
5011-001-740 Computer Equipment ($1,000)	-	-	336	-	-	-	-
TOTAL CAPITAL OUTLAY	-	4,152	102,141	-	6,886	8,822	-
TOTAL CITY MANAGER	**460,370**	**517,631**	**590,405**	**526,876**	**200,449**	**490,170**	**871,001**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE SERVICES
CITY CLERK
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
CITY CLERK							
PERSONNEL SERVICES							
5011-005-010 Salaries, Regular	154,961	192,236	187,196	173,066	70,726	162,980	183,527
5011-005-020 Salaries, Part-time	703	-	-	-	-	-	-
5011-005-030 Salaries, Overtime	322	-	-	-	19	19	-
5011-005-090 Benefits	90,596	124,183	111,248	108,965	46,532	93,065	114,493
TOTAL PERSONNEL SERVICES	246,582	316,419	298,444	282,032	117,278	256,064	298,019
OTHER EXPENSES							
5011-005-190 Other Equipment Maint	1,574	2,824	3,115	1,600	1,130	1,917	1,600
5011-005-210 Advertising	2,448	1,213	686	3,500	2,371	4,742	3,500
5011-005-220 Printing/Copying	2,192	867	3,274	5,200	70	2,219	5,200
5011-005-230 Professional/Temp Service	69,108	10,812	28,756	22,000	13,053	26,106	104,788
5011-005-320 Office/Computer Supplies	3,724	1,032	358	4,500	-	1,999	4,000
5011-005-410 Meeting Expense	-	56	-	300	500	750	400
5011-005-420 Utilities	1,836	1,912	1,541	2,000	783	1,713	2,000
5011-005-440 Training Expense	217	2,139	3,226	3,000	-	1,613	3,000
5011-005-450 Publication and Dues	360	666	700	500	300	600	500
5011-005-460 Postage	4,065	4,492	5,111	4,000	1,980	3,960	4,000
5011-005-660 Other Expense	-	585	222	500	-	100	400
5011-005-710 Office Equipment (over $1,000)	2,134	4,379	-	2,000	-	-	-
5011-005-740 Computer Equipment (over $1,000)	-	-	224	-	-	-	-
TOTAL OTHER EXPENSES	87,659	30,977	47,212	49,100	20,186	45,719	129,388
TOTAL CITY CLERK	**334,241**	**347,396**	**345,656**	**331,132**	**137,464**	**301,783**	**427,407**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE SERVICES
HUMAN RESOURCES
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
HUMAN RESOURCES							
PERSONNEL SERVICES							
5011-010-010 Salaries, Regular	204,728	246,250	244,578	218,399	90,035	180,070	283,026
5011-010-020 Salaries, Part-time	8,538	-	-	-	7,510	7,510	-
5011-010-030 Salaries, Overtime	-	-	-	-	-	-	-
5011-010-040 Car Allowance	4,800	7,000	5,000	4,800	2,400	4,800	4,800
5011-010-090 Benefits	122,637	156,389	135,024	138,144	53,017	106,034	184,122
TOTAL PERSONNEL SERVICES	340,703	409,638	384,601	361,342	152,962	298,413	471,947
OTHER EXPENSES							
5011-010-190 Other Equipment Maint	2,693	2,690	2,088	2,800	1,338	2,503	2,600
5011-010-210 Advertising	3,649	1,341	4,454	4,000	375	1,239	4,000
5011-010-220 Printing/Copying	696	1,093	2,197	2,500	1,329	2,358	2,500
5011-010-230 Professional/Temp Service	204,028	61,669	60,236	65,000	8,803	34,880	65,000
5011-010-320 Office/Computer Supplies	2,923	4,135	4,588	5,500	1,052	2,834	5,000
5011-010-350 Tools/Equipment (under $1,000)	-	1,389	282	-	-	-	-
5011-010-410 Meeting Expense	2,073	2,933	2,482	2,000	946	1,891	2,000
5011-010-420 Utilities	-	497	1,283	1,300	765	1,511	1,500
5011-010-440 Training Expense	7,237	16,723	10,315	10,000	1,738	3,476	12,000
5011-010-450 Publication and Dues	751	1,647	4,170	3,700	4,672	4,872	4,000
5011-010-460 Postage	459	386	1,140	500	86	275	400
5011-010-660 Other Expense	1,981	3,529	1,220	3,250	103	383	3,250
5011-010-710 Office Equipment (over $1,000)	1,403	5,357	-	4,500	-	2,150	-
5011-010-740 Computer Equipment (over $1,000)	-	-	560	-	-	-	-
TOTAL OTHER EXPENSES	227,893	103,388	95,013	105,050	21,206	58,372	102,250
TOTAL HUMAN RESOURCES	568,596	513,027	479,615	466,392	174,167	356,785	574,197

General Fund

CITY ATTORNEY

ANNUAL BUDGET



FY 2026/2027

CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE AND LEGAL
CITY ATTORNEY
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
CITY ATTORNEY							
OTHER EXPENSES							
5011-050-230 Professional/Temp Service	124,675	123,460	170,859	200,000	43,494	206,500	350,000
TOTAL OTHER EXPENSES	124,675	123,460	170,859	200,000	43,494	206,500	350,000
TOTAL CITY ATTORNEY	**124,675**	**123,460**	**170,859**	**200,000**	**43,494**	**206,500**	**350,000**

General Fund

FINANCE

ANNUAL BUDGET



FY 2026/2027

CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
FINANCE
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
FINANCE							
PERSONNEL SERVICES							
5012-001-010 Salaries, Regular	391,289	444,482	423,204	615,309	282,522	565,044	676,266
5012-001-020 Salaries, Part-Time	-	10,571	21,210	-	-	-	20,000
5012-001-040 Car Allowance	4,600	5,200	4,800	4,800	2,400	4,800	4,800
5012-001-090 Benefits	230,090	267,749	231,030	386,117	171,808	343,615	409,744
TOTAL PERSONNEL SERVICES	625,980	728,002	680,245	1,006,226	456,730	913,459	1,110,811
OTHER EXPENSES							
5012-001-120 Building/Grounds Maint	-	-	70	-	-	-	-
5012-001-140 Computer Equip Maint	7,585	8,475	9,346	10,300	2,566	10,432	10,685
5012-001-190 Other Equipment Maint	4,074	4,166	2,679	4,500	674	1,600	3,500
5012-001-220 Printing/Copying	1,139	681	1,175	1,000	851	1,701	1,500
5012-001-230 Professional/Temp Service	7,925	5,938	8,593	8,000	3,200	7,945	8,500
5012-001-260 Rent of Property & Equipmt	-	-	-	-	-	-	-
5012-001-320 Office/Computer Supplies	10,843	12,494	12,031	12,000	4,692	9,384	12,000
5012-001-350 Tools/Equipment (under $1,000)	422	-	917	500	31	61	500
5012-001-410 Meeting Expense	-	63	-	-	73	-	-
5012-001-420 Utilities	561	338	-	-	-	-	-
5012-001-440 Training Expense	85	785	1,708	2,000	-	-	2,000
5012-001-450 Publication and Dues	2,463	820	679	2,000	158	925	1,000
5012-001-460 Postage	-	-	50	-	14	28	-
5012-001-660 Other Expense	2,158	2,267	2,373	2,500	2,068	3,296	3,000
TOTAL OTHER EXPENSES	37,255	36,026	39,620	42,800	14,327	35,373	42,685
CAPITAL OUTLAY							
5012-001-740 Computer Equipment (over $1,000)	-	1,708	1,208	-	-	-	-
TOTAL CAPITAL OUTLAY	-	1,708	1,208	-	-	-	-
TOTAL FINANCE	**663,234**	**765,735**	**721,072**	**1,049,026**	**471,056**	**948,832**	**1,153,496**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
INFORMATION TECHNOLOGY
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
INFORMATION TECHNOLOGY							
PERSONNEL SERVICES							
5012-020-010 Salaries, Regular	222,221	218,259	270,793	342,096	161,249	322,498	360,260
5012-020-030 Salaries, Over-time	-	541	-	-	-	-	-
5012-020-090 Benefits	131,666	153,618	158,330	217,576	103,690	207,379	228,844
TOTAL PERSONNEL SERVICES	353,887	372,418	429,123	559,672	264,939	529,877	589,104
OTHER EXPENSES							
5012-020-120 Building/Grounds Maint	100	56	1,236	500	237	473	500
5012-020-140 Computer Equipment Maint	136,941	152,354	176,660	185,000	131,164	177,287	183,100
5012-020-190 Other Equipment Maint	1,404	2,134	2,940	2,950	2,033	4,250	2,950
5012-020-230 Professional/Temp Service	4,045	8,791	-	2,500	-	-	-
5012-020-320 Office/Computer Supplies	1,112	1,722	2,024	2,000	786	1,573	2,000
5012-020-350 Tools/Equipment (under $1,000)	2,033	1,916	378	2,000	356	712	2,000
5012-020-410 Meeting Expense	-	-	-	200	-	-	200
5012-020-420 Utilities	1,176	1,585	2,384	2,500	1,490	3,022	17,150
5012-020-440 Training Expense	712	3,955	2,983	3,500	-	-	3,500
5012-020-450 Publication and Dues	573	225	98	525	390	487	525
5012-020-490 Software Costs (under $1,000)	546	180	1,171	2,000	-	2,000	2,000
5012-020-660 Other Expense	-	140	6	500	272	544	500
TOTAL OTHER EXPENSES	148,641	173,058	189,879	204,175	136,728	190,348	214,425
CAPITAL OUTLAY							
5012-020-740 Computer Equip (over $1,000)	9,787	-	4,841	25,000	4,211	8,422	25,000
5012-020-750 Computer Software (over $1,000)	2,000	13,602	777	10,000	4,536	9,072	13,500
TOTAL CAPITAL OUTLAY	11,787	13,602	5,618	35,000	8,747	17,494	38,500
TOTAL INFORMATION TECHNOLOGY	**514,315**	**559,078**	**624,620**	**798,847**	**410,413**	**737,719**	**842,029**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
GENERAL SERVICES
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
GENERAL SERVICES							
PERSONNEL SERVICES							
5012-050-010 Salaries, Regular	69,845	49,014	26,864	78,921	19,636	39,272	93,538
5012-050-020 Salaries, Part-time	-	-	21,391	-	-	-	-
5012-050-090 Benefits	44,425	35,723	15,593	51,994	15,517	31,033	58,618
TOTAL PERSONNEL SERVICES	114,270	84,737	63,848	130,915	35,153	70,306	152,156
OTHER EXPENSES							
5012-050-120 Building/Grounds Maint	-	-	-	-	-	-	-
5012-050-190 Other Equipment Maint	407	407	507	525	311	622	600
5012-050-220 Printing/Copying	516	-	-	800	90	702	800
5012-050-230 Professional/Temp Service	-	-	-	-	-	-	-
5012-050-260 Rent of Property & Equipmt	7,663	7,996	9,764	9,300	4,431	9,162	9,300
5012-050-320 Office/Computer Supplies	2,190	1,902	2,789	3,000	1,422	2,844	3,000
5012-050-350 Tools/Equipment (under $1,000)	-	3,347	-	500	31	61	500
5012-050-410 Meeting Expense	-	-	-	-	-	-	-
5012-050-420 Utilities	88,506	97,661	101,198	111,000	52,651	110,302	113,000
5012-050-440 Training Expense	-	-	280	1,000	-	280	1,000
5012-050-450 Publication and Dues	344	775	478	850	800	990	700
5012-050-460 Postage	17,280	11,250	25,050	27,000	10,764	21,528	26,000
5012-050-520 Insurance, Liability	85,307	119,490	119,490	153,825	76,911	153,822	153,825
5012-050-660 Other Expense	-	45	-	1,000	556	412	1,000
TOTAL OTHER EXPENSES	202,212	242,872	259,556	308,800	147,967	300,725	309,725
TOTAL GENERAL SERVICES	**316,482**	**327,609**	**323,404**	**439,715**	**183,120**	**371,031**	**461,881**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
UTILITY BILLING AND COLLECTIONS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
UTILITY BILLING & COLLECTION							
PERSONNEL SERVICES							
5012-075-010 Salaries, Regular	211,665	231,523	221,196	226,914	119,589	235,212	239,176
5012-075-030 Salaries, Overtime	19	-	-	-	-	-	-
5012-075-090 Benefits	151,330	180,674	147,270	168,767	84,709	169,144	176,834
TOTAL PERSONNEL SERVICES	363,014	412,197	368,466	395,681	204,298	404,356	416,010
OTHER EXPENSES							
5012-075-140 Computer Equipment Maint	1,379	1,327	1,823	1,850	1,583	2,675	2,500
5012-075-220 Printing/Copying	-	-	-	100	-	-	-
5012-075-230 Professional/Temp Service	32	4,837	9,278	-	-	-	-
5012-075-320 Office/Computer Supplies	1,483	1,773	1,536	2,000	559	1,118	2,000
5012-075-350 Tools/Equipment (under $1,000)	-	-	767	250	1,016	1,016	250
5012-075-410 Meeting Expense	-	-	-	-	-	-	-
5012-075-440 Training Expense	-	130	-	300	-	-	300
5012-075-450 Publication and Dues	600	1,310	676	1,500	200	600	1,200
5012-075-660 Other Expense	44,136	67,921	71,771	70,000	31,872	73,744	75,000
TOTAL OTHER EXPENSES	47,630	77,298	85,851	76,000	35,229	79,152	81,250
TOTAL UTILITY BILLING & COLLECTION	**410,644**	**489,495**	**454,317**	**471,681**	**239,527**	**483,508**	**497,260**

General Fund

POLICE SERVICES

ANNUAL BUDGET

FY 2026/2027

CITY OF PORTERVILLE
BUDGET WORKSHEETS - POLICE DEPARTMENT
POLICE ADMINISTRATION
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET	YOY BUDGET CHANGE
POLICE ADMINISTRATION								
PERSONNEL SERVICES								
5020-001-010 Salaries, Regular	5,102,340	5,303,442	5,277,870	6,532,693	2,821,810	5,643,620	6,045,381	-7.5%
5020-001-020 Salaries, Part-time	91,458	78,352	101,969	30,000	26,812	53,624	45,000	50.0%
5020-001-030 Salaries, Overtime	490,520	577,888	537,854	400,000	238,668	477,336	392,000	-2.0%
5020-001-040 Car Allowance	-	-	-	-	-	-	-	0.0%
5020-001-090 Benefits	3,247,623	3,537,822	3,300,863	4,235,602	1,666,940	3,491,578	3,879,788	-8.4%
TOTAL PERSONNEL SERVICES	8,931,940	9,497,505	9,218,555	11,198,295	4,754,230	9,666,158	10,362,168	-7.5%
OTHER EXPENSES								
5020-001-110 Vehicle Maintenance	385,516	967,464	458,085	-	265,402	462,052	426,000	0.0%
5020-001-120 Building/Grounds Maint	42,700	49,398	48,089	50,000	14,174	28,348	43,000	-14.0%
5020-001-140 Computer Equip Maint	37,996	72,213	79,552	60,000	38,776	68,682	60,000	0.0%
5020-001-190 Other Equipment Maint	13,664	60,162	53,242	47,400	24,237	48,474	47,500	0.2%
5020-001-220 Printing/Copying	7,982	10,305	8,613	8,000	3,832	7,664	8,000	0.0%
5020-001-230 Professional/Temp Service	190,233	236,524	183,514	210,000	63,876	182,362	280,350	33.5%
5020-001-260 Rent of Property & Equipment	-	14,368	15,678	50,000	21,865	23,180	25,000	-50.0%
5020-001-320 Office/Computer Supplies	29,335	34,329	33,878	25,000	15,242	30,484	27,000	8.0%
5020-001-350 Tools & Equipment (under $1,000)	24,087	22,020	24,474	15,000	13,351	26,701	15,000	0.0%
5020-001-410 Meeting Expense	2,516	4,337	4,462	3,000	4,019	5,289	3,000	0.0%
5020-001-420 Utilities	157,867	172,414	269,613	222,000	140,643	281,286	225,000	1.4%
5020-001-430 Uniform Allowance	54,203	80,030	68,540	60,000	25,008	50,016	55,000	-8.3%
5020-001-440 Training Expense	91,275	111,215	119,723	125,000	61,791	123,581	125,000	0.0%
5020-001-450 Publication and Dues	7,324	11,431	26,208	10,000	14,699	29,399	10,000	0.0%
5020-001-460 Postage	10,393	9,184	10,100	9,000	4,493	8,986	9,000	0.0%
5020-001-470 Range Expense	15,386	16,641	31,287	20,000	6,500	23,179	20,000	0.0%
5020-001-480 Firearms Expense	18,416	35,400	40,631	25,000	38,247	65,788	25,000	0.0%
5020-001-490 Investigation Costs	9,767	16,542	17,820	10,000	13,947	26,404	10,000	0.0%
5020-001-520 Insurance/Liability	114,000	159,680	159,680	205,564	102,784	205,564	205,564	0.0%
5020-001-660 Other Expense	13,461	16,558	18,278	-	4,865	23,445	-	0.0%
5020-001-690 Animal Control	109,049	144,402	101,921	126,000	59,884	119,769	-	-100.0%
TOTAL OTHER EXPENSES	1,335,170	2,244,617	1,773,387	1,280,964	937,635	1,840,654	1,619,414	26.4%
CAPITAL OUTLAY								
5020-001-710 Office Equipment (over $1,000)	-	13,599	9,181	-	-	-	-	0.0%
5020-001-720 Automotive Equipment	-	-	-	-	-	-	-	0.0%
5020-001-730 Other Mach/Equip (over $1,000)	18,706	81,536	31,186	-	16,084	32,169	-	0.0%
5020-001-740 Computer Equipment (over $1,000)	20,526	19,892	3,964	-	-	-	-	0.0%
TOTAL CAPITAL OUTLAY	39,232	115,027	44,330	-	16,084	32,169	-	0.0%
TOTAL POLICE ADMINISTRATION	**10,306,342**	**11,857,149**	**11,036,273**	**12,479,259**	**5,707,949**	**11,538,981**	**11,981,582**	**-4.0%**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - POLICE DEPARTMENT
ANIMAL SERVICES
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
ANIMAL SERVICES							
PERSONNEL SERVICES							
5020-030-010 Salaries, Regular	-	-	-	-	-	-	241,740
5020-030-020 Salaries, Part-time	-	-	-	-	-	-	30,000
5020-030-030 Salaries, Overtime	-	-	-	-	-	-	8,000
5020-030-040 Car Allowance	-	-	-	-	-	-	-
5020-030-090 Benefits	-	-	-	-	-	-	188,308
TOTAL PERSONNEL SERVICES	-	-	-	-	-	-	468,048
OTHER EXPENSES							
5020-030-110 Vehicle Maintenance	-	-	-	-	-	-	24,000
5020-030-120 Building/Grounds Maint	-	-	-	-	-	-	10,000
5020-030-140 Computer Equip Maint	-	-	-	-	-	-	2,500
5020-030-220 Printing/Copying	-	-	-	-	-	-	-
5020-030-230 Professional/Temp Service	-	-	-	-	-	-	38,000
5020-030-260 Rent of Property & Equipment	-	-	-	-	-	-	-
5020-030-320 Office/Computer Supplies	-	-	-	-	-	-	2,500
5020-030-350 Tools & Equipment (under $1,000)	-	-	-	-	-	-	-
5020-030-410 Meeting Expense	-	-	-	-	-	-	-
5020-030-420 Utilities	-	-	-	-	-	-	67,000
5020-030-660 Other Expense	-	-	-	-	-	-	10,000
TOTAL OTHER EXPENSES	-	-	-	-	-	-	154,000
CAPITAL OUTLAY							
5020-030-710 Office Equipment (over $1,000)	-	-	-	-	-	-	-
5020-030-720 Automotive Equipment	-	-	-	-	-	-	-
5020-030-730 Other Mach/Equip (over $1,000)	-	-	-	-	-	-	-
5020-030-740 Computer Equipment (over $1,000)	-	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY	-	-	-	-	-	-	-
TOTAL ANIMAL SERVICES	**-**	**-**	**-**	**-**	**-**	**-**	**622,048**

General Fund

FIRE SERVICES

ANNUAL BUDGET



FY 2026/2027

CITY OF PORTERVILLE
BUDGET WORKSHEET - FIRE DEPARTMENT
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
FIRE DEPARTMENT							
PERSONNEL SERVICES							
5021-001-010 Salaries, Regular	2,247,810	2,651,166	3,109,053	3,179,780	1,404,761	2,809,522	3,144,911
5021-001-020 Salaries, Part-time	39,376	-	-	-	-	-	-
5021-001-030 Salaries, Overtime	555,627	531,173	392,947	440,000	353,945	564,810	500,000
5021-001-090 Benefits	1,364,321	1,589,744	1,881,757	2,105,206	834,658	1,669,315	2,115,432
TOTAL PERSONNEL SERVICES	4,207,135	4,772,084	5,383,757	5,724,986	2,593,364	5,043,647	5,760,343
OTHER EXPENSES							
5021-001-120 Building/Grounds Maint	30,233	32,761	32,994	33,000	11,364	22,727	27,000
5021-001-140 Computer Equip Maint	26,441	27,430	17,469	33,600	15,979	21,420	31,000
5021-001-220 Printing/Copying	7,271	3,598	5,717	8,000	331	662	2,500
5021-001-230 Professional/Temp Service	43,860	37,477	22,416	49,000	13,813	27,625	40,000
5021-001-260 Rent of Property & Equipmt	164	75	8,173	500	3,697	7,394	2,500
5021-001-320 Office/Computer Supplies	9,701	2,875	5,306	10,500	-	550	5,000
5021-001-330 Janitorial Supplies	3,838	4,522	2,822	5,400	67	955	4,500
5021-001-350 Tools/Equipment (under $1,000)	43,704	29,167	11,331	53,000	-	1,882	35,000
5021-001-410 Meeting Expense	3,103	1,984	485	3,200	-	-	2,500
5021-001-420 Utilities	75,179	89,574	95,264	95,000	43,809	91,336	95,000
5021-001-430 Uniform Allowance	30,446	17,486	8,449	33,600	(12)	8,171	31,600
5021-001-450 Publication and Dues	12,890	17,040	9,708	14,000	720	2,950	12,000
5021-001-460 Postage	5,163	4,251	7,189	6,000	3,460	5,920	6,000
5021-001-520 Insurance, Liability	55,442	77,658	77,658	99,973	49,987	99,973	99,973
5021-001-660 Other Expense	20,195	12,476	12,607	21,000	84	4,234	19,000
TOTAL OTHER EXPENSES	367,631	358,374	317,587	465,773	143,297	295,799	413,573
CAPITAL OUTLAY							
5021-001-720 Automotive Equipment	62,350	-	-	-	-	-	-
5021-001-730 Other Mach/Equip (over $1,000)	12,498	52,435	22,819	17,850	1,373	1,373	17,850
5021-001-740 Computer Equipment (over $1,000)	3,492	-	3,598	5,250	-	-	4,000
TOTAL CAPITAL OUTLAY	78,341	52,435	26,417	23,100	1,373	1,373	21,850
TOTAL FIRE DEPARTMENT	**4,653,107**	**5,182,893**	**5,727,761**	**6,213,859**	**2,738,034**	**5,340,820**	**6,195,766**

General Fund

PLANNING & ENGINEERING

ANNUAL BUDGET

FY 2026/2027

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PLANNING
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
PLANNING & ZONING							
PERSONNEL SERVICES							
5030-020-010 Salaries, Regular	357,855	336,576	371,571	377,207	177,838	355,677	441,577
5030-020-040 Car Allowance	9,600	7,400	4,800	4,800	2,400	4,800	-
5030-020-090 Benefits	202,754	213,251	200,292	226,406	105,831	211,663	261,814
TOTAL PERSONNEL SERVICES	570,209	557,227	576,663	608,413	286,070	572,139	703,392
OTHER EXPENSES							
5030-020-140 Computer Equipment Maint	11,011	12,968	15,761	9,043	9,779	10,468	5,200
5030-020-190 Other Equipment Maint	758	855	497	1,000	88	177	500
5030-020-210 Advertising	3,988	2,033	5,435	5,000	3,748	7,497	5,000
5030-020-220 Printing/Copying	2,967	3,684	1,790	2,700	658	1,316	2,500
5030-020-230 Professional/Temp Service	72,558	56,728	123,917	265,000	44,604	89,208	150,000
5030-020-260 Rent of Property & Equipmt	3,520	1,168	2,265	1,885	1,074	2,148	1,885
5030-020-320 Office/Computer Supplies	3,072	4,719	3,808	2,450	3,653	7,306	2,450
5030-020-350 Tools/Equipment under $1000	-	4,203	-	-	-	-	-
5030-020-410 Meeting Expense	2,075	1,289	1,993	1,000	250	500	800
5030-020-420 Utilities	4,837	5,303	4,297	4,000	2,242	4,721	4,500
5030-020-430 Uniform Allowance	356	536	325	320	-	150	320
5030-020-440 Training Expense	901	6,678	6,103	3,430	564	1,128	2,500
5030-020-450 Publication and Dues	3,795	4,312	3,441	4,000	476	1,951	3,500
5030-020-460 Postage	702	902	2,292	2,058	549	1,099	2,058
5030-020-660 Other Expense	2,957	346	4,347	2,000	369	738	1,800
TOTAL OTHER EXPENSES	113,496	105,724	176,272	303,886	68,055	128,406	183,013
CAPITAL OUTLAY							
5030-020-740 Computer Equipment (over $1,000)	5,255	-	1,039	-	-	-	-
TOTAL CAPITAL OUTLAY	5,255	-	1,039	-	-	-	-
TOTAL PLANNING & ZONING	**688,960**	**662,951**	**753,974**	**912,299**	**354,125**	**700,545**	**886,405**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - ECONOMIC DEVELOPMENT
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
ECONOMIC DEVELOPMENT							
PERSONNEL SERVICES							
5030-025-010 Salaries, Regular	247,143	229,760	279,995	253,882	138,135	259,967	181,180
5030-025-030 Salaries, Overtime	-	-	-	-	86	172	-
5030-025-090 Benefits	139,631	144,099	147,081	152,189	80,017	148,577	104,534
TOTAL PERSONNEL SERVICES	386,773	373,859	427,076	406,071	218,238	408,716	285,713
OTHER EXPENSES							
5030-025-110 Vehicle Maintenance	2,393	2,980	3,396	-	1,210	2,419	-
5030-025-210 Advertising	1,240	458	868	900	149	299	700
5030-025-220 Printing/Copying	2,614	1,938	148	2,380	-	27	500
5030-025-230 Professional/Temp Service	-	-	975	-	-	-	-
5030-025-320 Office/Computer Supplies	2,008	-	108	500	34	89	400
5030-025-410 Meeting Expense	8,412	6,592	7,499	5,600	605	5,109	5,600
5030-025-420 Utilities	454	456	379	-	40	80	-
5030-025-430 Uniform Allowance	-	-	80	80	-	-	80
5030-025-440 Training Expense	1,216	-	3,330	500	-	-	-
5030-025-450 Publication and Dues	41,257	37,169	39,338	41,750	29,000	41,000	41,750
5030-025-460 Postage	-	141	45	70	-	-	50
5030-025-490 Special Consumables	4,302	4,875	4,643	4,000	46	1,250	3,000
5030-025-660 Other Expense	47	77	43	100	-	-	100
TOTAL OTHER EXPENSES	63,944	54,685	60,851	55,880	31,084	50,273	52,180
TOTAL ECONOMIC DEVELOPMENT	**450,717**	**428,544**	**487,927**	**461,951**	**249,322**	**458,989**	**337,893**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - ENGINEERING AND PROJECT MANAGEMENT
ENGINEERING AND PROJECT MANAGEMENT
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
ENGINEERING & PROJECT MANAGEMENT							
PERSONNEL SERVICES							
5030-010-010 Salaries, Regular	959,357	1,147,362	1,060,456	1,013,386	552,258	1,104,517	868,542
5030-010-030 Salaries, Overtime	-	2,155	318	-	960	1,921	-
5030-010-040 Car Allowance	9,600	11,600	19,200	9,600	4,800	9,600	9,600
5030-010-090 Benefits	603,936	791,115	715,357	643,078	340,861	681,722	555,180
TOTAL PERSONNEL SERVICES	1,572,893	1,952,232	1,795,331	1,666,064	898,879	1,797,759	1,433,322
OTHER EXPENSES							
5030-010-110 Vehicle Maintenance	57,322	66,603	73,605	76,900	52,316	84,633	85,000
5030-010-140 Computer Equipment Maintenance	66,470	69,572	56,477	70,000	53,653	59,569	65,000
5030-010-190 Other Equipment Maint	13,757	13,990	12,489	13,000	3,702	11,924	12,000
5030-010-220 Printing/Copying	2,981	3,441	1,794	2,800	929	1,858	2,500
5030-010-230 Professional/Temp Service	53,571	62,018	32,921	50,000	14,139	28,278	350,000
5030-010-260 Rent of Property & Equipmt	3,520	3,364	10,588	10,000	5,466	10,932	10,000
5030-010-320 Office/Computer Supplies	6,249	7,129	3,373	6,000	1,613	3,226	5,000
5030-010-350 Tools/Equipment (under $1,000)	3,096	5,975	2,708	3,000	497	993	2,500
5030-010-410 Meeting Expense	94	60	-	-	-	-	-
5030-010-420 Utilities	14,043	15,307	8,932	16,000	5,089	10,815	14,000
5030-010-430 Uniform Allowance	3,432	2,318	2,377	3,000	675	1,350	2,500
5030-010-440 Training Expense	8,179	1,705	1,423	8,000	1,572	3,143	4,000
5030-010-450 Publication and Dues	8,527	5,112	7,289	9,000	5,260	10,519	9,000
5030-010-460 Postage	286	771	127	500	117	233	400
5030-010-660 Other Expense	166	324	1,787	500	100	1,887	500
TOTAL OTHER EXPENSES	241,692	257,690	215,892	268,700	145,126	229,360	562,400
CAPITAL OUTLAY							
5030-010-710 Office Equipment (over $1,000)	-	-	1,517	-	-	-	-
5030-010-730 Other Mach/Equip (over $1,000)	4,757	-	-	-	-	-	-
5030-010-740 Computer Equipment (over $1,000)	-	4,779	4,530	5,000	-	-	-
TOTAL CAPITAL OUTLAY	4,757	4,779	6,047	5,000	-	-	-
TOTAL ENGINEERING & PROJECT MANAGEMENT	**1,819,342**	**2,214,701**	**2,017,269**	**1,939,764**	**1,044,006**	**2,027,119**	**1,995,722**

General Fund

PUBLIC WORKS

ANNUAL BUDGET

FY 2026/2027

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
STREET MAINTENANCE								
001 5030-030-010	Salaries, Regular	138,026	111,987	116,338	166,485	81,316	162,631	175,355
001 5030-030-020	Salaries, Part-time	-	-	-	-	-	-	-
001 5030-030-030	Salaries, Overtime	201	295	2,541	1,500	819	1,638	1,600
001 5030-030-090	Benefits	117,413	101,148	93,464	127,913	62,911	125,822	130,970
001 5030-030-110	Vehicle Maintenance	276,904	330,599	336,273	343,900	216,441	374,310	343,900
001 5030-030-120	Building/Grounds Maint	7,684	7,500	6,707	7,500	3,253	6,506	7,500
001 5030-030-190	Other Equipment Maint	20,131	15,016	18,259	20,300	12,444	21,615	20,300
001 5030-030-220	Printing/Copying	-	-	17	-	10	20	10
001 5030-030-230	Professional/Temp Service	987	684	1,179	1,000	85	5,930	1,000
001 5030-030-260	Rent of Property & Equipment	-	-	139	-	66	131	150
001 5030-030-320	Office/Computer Supplies	868	714	178	1,000	11	223	700
001 5030-030-340	Maint & Repair Materials	3,098	1,894	17,096	5,000	4,172	6,674	5,000
001 5030-030-350	Tools/Equipment (under $1,000)	51	715	979	500	265	431	500
001 5030-030-420	Utilities	3,471	3,633	3,079	5,000	1,369	3,156	4,500
001 5030-030-430	Uniform Allowance	3,583	2,685	2,566	4,000	1,404	2,807	3,500
001 5030-030-440	Training Expense	134	5,544	-	2,500	-	-	-
001 5030-030-450	Publication and Dues	44	5,570	529	2,500	123	247	500
001 5030-030-520	Insurance, Liability	30,287	42,424	42,424	54,615	27,309	54,615	54,615
001 5030-030-660	Other Expense	1,583	1,991	4,169	3,000	1,399	2,798	3,000
001 5030-030-730	Other Mach/Equip (over $1000)	-	-	-	-	-	-	-
TOTAL STREET MAINTENANCE		**604,465**	**632,401**	**645,936**	**746,713**	**413,397**	**769,553**	**753,100**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
STREET SIGNALS, SIGNS, STRIPING								
001 5030-035-010	Salaries, Regular	77,848	55,991	76,767	110,331	28,644	57,288	114,767
001 5030-035-030	Salaries, Overtime	3,245	2,710	3,444	3,000	1,329	2,657	3,000
001 5030-035-090	Benefits	55,961	43,309	45,684	85,313	20,568	41,136	86,590
001 5030-035-110	Vehicle Maintenance	27,016	26,668	22,864	27,450	13,259	26,518	27,450
001 5030-035-120	Building/Grounds Maint	373	-	51	-	52	105	100
001 5030-035-190	Other Equipment Maint	780	1,162	780	1,000	390	780	900
001 5030-035-230	Professional/Temp Service	25,094	31,874	34,997	30,000	7,158	35,643	30,000
001 5030-035-320	Office/Computer Supplies	149	-	52	200	-	50	-
001 5030-035-340	Maint and Repair Materials	123,966	137,118	164,655	140,000	67,327	177,184	140,000
001 5030-035-350	Tools/Equipment (under $1,000)	254	2,278	85	500	-	1,325	-
001 5030-035-420	Utilities	49,808	49,171	53,266	53,800	20,445	52,379	53,800
001 5030-035-430	Uniform Allowance	981	630	1,127	1,000	502	1,329	1,000
001 5030-035-440	Training Expense	385	-	-	500	2,694	8,089	500
001 5030-035-450	Publication and Dues	260	170	170	300	-	170	200
001 5030-035-660	Other Expense	-	-	-	-	96	192	150
TOTAL STREET SIGNALS, SIGNS, STRIPING		**366,120**	**351,082**	**403,943**	**453,394**	**162,464**	**404,845**	**458,457**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
STREET LIGHTING								
001 5030-037-010	Salaries, Regular	1,469	1,677	1,741	1,838	993	1,985	1,446
001 5030-037-090	Benefits	800	997	857	1,127	580	1,161	592
001 5030-037-340	Maint and Repair Materials	34,644	13,118	5,036	20,000	-	-	-
001 5030-037-420	Utilities	593,972	691,900	731,255	722,000	321,127	717,455	722,000
TOTAL STREET LIGHTING		**630,885**	**707,692**	**738,888**	**744,965**	**322,700**	**720,601**	**724,038**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
STORM DRAIN MAINTENANCE								
001 5030-045-010	Salaries, Regular	17,552	10,512	-	-	-	-	-
001 5030-045-030	Salaries, Overtime	6,100	916	-	-	-	-	-
001 5030-045-090	Benefits	13,477	6,555	-	-	-	-	-
001 5030-045-110	Vehicle Maintenance	26,333	11,612	-	-	-	-	-
001 5030-045-120	Building/Ground Maint	-	1,921	-	-	-	-	-
001 5030-045-190	Other Equipment Maint	4,368	2,363	-	-	-	-	-
001 5030-045-230	Professional/Temp Service	-	-	-		-	-	
001 5030-045-340	Maint and Repair Materials	8,757	7,371	-	-	-	-	-
001 5030-045-350	Tools/Equipment (under $1,000)	927	-	-	-	-	-	-
001 5030-045-420	Utilities	1,764	572	-	-	-	-	-
001 5030-045-440	Training Expense	-	-	-	-	-	-	-
001 5030-045-450	Publications and Dues	-	-	-	-	-	-	-
001 5030-045-660	Other Expense	985	1,238	-	-	-	-	-
001 5030-045-730	Other Mach/Equipment	-	-	-	-	-	-	-
TOTAL STORM DRAIN MAINTENANCE		**80,263**	**43,060**	**-**	**-**	**-**	**-**	**-**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
PARKING LOT MAINTENANCE								
001 5030-050-010	Salaries, Regular	1,469	1,677	1,741	1,838	993	1,985	1,446
001 5030-050-030	Salaries, Overtime	-	-	-	-	-	-	-
001 5030-050-090	Benefits	800	997	857	1,127	580	1,161	895
001 5030-050-120	Building/Grounds Maint	9,027	335	471	2,500	335	870	2,000
001 5030-050-230	Professional/Temp Service	38,780	46,648	54,336	51,000	24,328	58,294	51,000
001 5030-050-420	Utilities	35,783	34,437	34,471	35,000	17,211	35,112	35,000
TOTAL PARKING LOT MAINTENANCE		**85,858**	**84,094**	**91,876**	**91,465**	**43,446**	**97,422**	**90,342**

General Fund

PARKS & LEISURE SERVICES

ANNUAL BUDGET

FY 2026/2027

PARKS MAINTENANCE

ANNUAL BUDGET



FY 2026/2027

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
PARKS MAINTENANCE & OPERATION							
PERSONNEL SERVICES							
5050-005-010 Salaries, Regular	403,006	432,863	712,471	782,042	419,996	839,993	967,775
5050-005-020 Salaries, Part-time	15,430	1,874	124,414	125,000	69,498	138,996	110,000
5050-005-030 Salaries, Overtime	2,745	5,013	6,139	4,500	1,309	2,619	4,500
5050-005-040 Car Allowance	4,800	4,800	4,800	4,800	2,400	4,800	-
5050-005-090 Benefits	247,522	295,909	452,388	574,610	306,896	613,791	726,478
TOTAL PERSONNEL SERVICES	673,503	740,459	1,300,212	1,490,952	800,100	1,600,199	1,808,754
OTHER EXPENSES							
5050-005-110 Vehicle Maintenance	234,141	271,814	266,486	198,779	123,402	233,000	246,000
5050-005-120 Building/Grounds Maint	25,926	21,319	105,769	120,000	47,676	95,353	120,000
5050-005-140 Computer Equip Maint	967	921	4,082	2,260	919	1,837	2,260
5050-005-190 Other Equipment Maint	17,434	20,997	29,404	23,216	22,970	38,760	40,000
5050-005-220 Printing/Copying	164	-	-	-	-	-	-
5050-005-230 Professional/Temp Service	986	1,426	924	1,200	1,526	2,186	1,300
5050-005-260 Rent of Property & Equipmt	307	-	229	-	-	-	-
5050-005-320 Office/Computer Supplies	2,546	1,435	1,692	1,800	490	981	1,800
5050-005-350 Tools/Equipment (under $1,000)	5,187	14,216	7,860	13,500	242	1,484	13,500
5050-005-420 Utilities	19,316	21,949	20,130	22,500	8,552	16,786	22,500
5050-005-430 Uniform Allowance	15,031	17,972	13,915	15,000	6,930	13,860	15,000
5050-005-440 Training Expense	240	3,805	-	-	189	189	220
5050-005-460 Postage	-	-	1	-	293	353	500
5050-005-520 Insurance, Liability	24,000	33,616	33,616	43,276	21,640	43,276	43,276
5050-005-660 Other Expense	2,243	4,559	3,313	3,300	1,533	3,065	3,300
TOTAL OTHER EXPENSES	348,489	414,030	487,421	444,831	236,363	451,130	509,656
CAPITAL OUTLAY							
5050-005-710 Office Equipment (over $1,000)	1,352	-	-	-	-	-	-
5050-005-720 Automotive Equipment (over $1,000)	-	74	-	-	-	-	-
5050-005-730 Other Mach/Equipment (over $1000)	2,572	9,329	-	-	-	-	-
TOTAL CAPITAL OUTLAY	3,924	9,403	-	-	-	-	-
TOTAL PARK MAINT & OPERATION	**1,025,915**	**1,163,892**	**1,787,633**	**1,935,783**	**1,036,463**	**2,051,329**	**2,318,410**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
LIME STREET PARK							
PERSONNEL SERVICES							
5050-006-010 Salaries, Regular	4,332	1,822	-	-	-	-	-
5050-006-090 Benefits	2,760	1,428	-	-	-	-	-
TOTAL PERSONNEL SERVICES	7,093	3,250	-	-	-	-	-
OTHER EXPENSES							
5050-006-120 Building/Grounds Maint	2,611	569	183	-	-	-	-
5050-006-190 Other Equipment Maint	94	-	-	-	-	-	-
5050-006-420 Utilities	2,111	2,078	1,899	2,300	1,176	1,809	2,300
TOTAL OTHER EXPENSES	4,817	2,647	2,082	2,300	1,176	1,809	2,300
TOTAL LIME STREET PARK	**11,909**	**5,897**	**2,082**	**2,300**	**1,176**	**1,809**	**2,300**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
LION'S PARK							
OTHER EXPENSES							
5050-007-120 Building/Grounds Maint	2,586	52	-	-	64	234	250
5050-007-190 Other Equipment Maint	58	-	-	-	-	-	-
5050-007-230 Professional/Temp Service	2,090	2,090	2,508	2,758	1,108	2,758	2,758
5050-007-420 Utilities	1,295	1,494	948	1,560	883	1,484	2,200
TOTAL OTHER EXPENSES	6,030	3,636	3,455	4,318	2,054	4,476	5,208
TOTAL LION'S PARK	**6,030**	**3,636**	**3,455**	**4,318**	**2,054**	**4,476**	**5,208**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
MURRY PARK							
PERSONNEL SERVICES							
5050-008-010 Salaries, Regular	55,174	63,460	-	-	-	-	-
5050-008-020 Salaries, Part-time	15,166	7,067	-	-	-	-	-
5050-008-030 Salaries, Overtime	180	47	-	-	-	-	-
5050-008-090 Benefits	38,979	47,133	-	-	-	-	-
TOTAL PERSONNEL SERVICES	109,498	117,706	-	-	-	-	-
OTHER EXPENSES							
5050-008-120 Building/Grounds Maint	18,613	23,054	13,936	10,000	1,113	2,226	10,000
5050-008-190 Other Equipment Maint	596	856	-	-	-	-	-
5050-008-230 Professional/Temp Service	47	-	-	-	-	-	-
5050-008-420 Utilities	40,862	51,730	48,773	50,000	26,597	44,277	50,000
5050-008-430 Uniform Allowance	76	57	-	-	-	-	-
5050-008-660 Other Expense	58	291	-	-	-	-	-
TOTAL OTHER EXPENSES	60,252	75,988	62,708	60,000	27,710	46,503	60,000
CAPITAL OUTLAY							
5050-008-730 Other Mach/Equip (over $1,000)	621	1,139	-	-	2,992	2,992	-
TOTAL CAPITAL OUTLAY	621	1,139	-	-	2,992	2,992	-
TOTAL MURRY PARK	**170,371**	**194,833**	**62,708**	**60,000**	**30,701**	**49,495**	**60,000**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
NORTH PARK							
PERSONNEL SERVICES							
5050-009-010 Salaries, Regular	2,270	3,354	-	-	-	-	-
5050-009-030 Overtime	-	-	-	-	-	-	-
5050-009-090 Benefits	1,529	2,567	-	-	-	-	-
TOTAL PERSONNEL SERVICES	3,800	5,921	-	-	-	-	-
OTHER EXPENSES							
5050-009-120 Building/Grounds Maint	188	458	-	-	-	-	-
5050-009-190 Other Equipment Maint	-	-	-	-	-	-	-
5050-009-420 Utilities	1,122	1,052	1,467	1,400	875	1,438	1,500
TOTAL OTHER EXPENSES	1,309	1,510	1,467	1,400	875	1,438	1,500
TOTAL NORTH PARK	**5,109**	**7,431**	**1,467**	**1,400**	**875**	**1,438**	**1,500**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
VETERAN'S PARK							
PERSONNEL SERVICES							
5050-010-010 Salaries, Regular	64,417	55,091	-	-	-	-	-
5050-010-020 Salaries, Part-time	14,934	11,932	-	-	-	-	-
5050-010-030 Salaries, Overtime	239		-	-	-	-	-
5050-010-090 Benefits	47,423	43,478	-	-	-	-	-
TOTAL PERSONNEL SERVICES	127,014	110,501	-	-	-	-	-
OTHER EXPENSES							
5050-010-120 Building/Grounds Maint	18,324	22,167	24	-	-	-	-
5050-010-230 Professional/Temp Service	1,575	1,285	-	-	-	-	-
5050-010-260 Rent of Property & Equipment	-	-	-	-	-	-	-
5050-010-420 Utilities	63,089	58,371	74,898	75,000	47,868	95,737	78,000
5050-010-430 Uniform Allowance	76	57	-	-	-	-	-
5050-010-660 Other Expense	221	993	-	-	-	-	-
TOTAL OTHER EXPENSES	83,284	82,873	74,921	75,000	47,868	95,737	78,000
CAPITAL OUTLAY							
5050-010-730 Other Mach/Equipm (over $1,000)	-	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY	-	-	-	-	-	-	-
TOTAL VETERAN'S PARK	**210,298**	**193,374**	**74,921**	**75,000**	**47,868**	**95,737**	**78,000**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
ZALUD PARK							
PERSONNEL SERVICES							
5050-011-010 Salaries, Regular	59,292	60,418	-	-	-	-	-
5050-011-020 Salaries, Part-time	13,942	7,004	-	-	-	-	-
5050-011-030 Salaries, Overtime	322	-	-	-	-	-	-
5050-011-090 Benefits	42,391	44,867	-	-	-	-	-
TOTAL PERSONNEL SERVICES	115,946	112,289	-	-	-	-	-
OTHER EXPENSES							
5050-011-120 Building/Grounds Maint	18,138	13,909	(3)	-	-	-	-
5050-011-230 Professional/Temp Services	225	-	-	-	-	-	-
5050-011-260 Rent of Property & Equipment	-	-	-	-	-	-	-
5050-011-350 Tools/Equipment (under $1000)	1,939	849	-	-	-	-	-
5050-011-420 Utilities	38,611	36,610	42,303	43,000	22,917	39,304	43,000
5050-011-430 Uniform Allowance	76	57	-	-	-	-	-
5050-011-660 Other Expense	9	102	-	-	-	-	-
TOTAL OTHER EXPENSES	58,998	51,528	42,301	43,000	22,917	39,304	43,000
CAPITAL OUTLAY							
5050-011-730 Other Mach/Equip (over $1,000)	-	(345)	-	-	-	-	-
TOTAL CAPITAL OUTLAY	-	(345)	-	-	-	-	-
TOTAL ZALUD PARK	**174,944**	**163,472**	**42,301**	**43,000**	**22,917**	**39,304**	**43,000**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
MAIN STREET							
PERSONNEL SERVICES							
5050-012-010 Salaries, Regular	544	515	1,978	1,200	-	-	-
5050-012-030 Overtime	48	-	-	-	-	-	-
5050-012-090 Benefits	393	340	1,595	708	-	-	-
TOTAL PERSONNEL SERVICES	985	856	3,574	1,908	-	-	-
OTHER EXPENSES							
5050-012-120 Building/Grounds Maint	906	14	1,051	1,200	4,594	4,993	1,300
5050-012-230 Professional/Temp Service	21,980	21,556	25,378	28,160	11,307	26,596	28,160
5050-012-420 Utilities	3,874	3,811	4,128	4,000	2,411	5,405	5,500
5050-012-660 Other Expense	-	-	-	-	-	-	-
TOTAL OTHER EXPENSES	26,760	25,380	30,557	33,360	18,311	36,994	34,960
TOTAL MAIN STREET	**27,745**	**26,235**	**34,130**	**35,268**	**18,311**	**36,994**	**34,960**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
HAYES FIELD							
PERSONNEL SERVICES							
5050-013-010 Salaries, Regular	7,595	7,750	-	-	-	-	-
5050-013-030 Salaries, Overtime	-	-	-	-	-	-	-
5050-013-090 Benefits	4,913	5,499	-	-	-	-	-
TOTAL PERSONNEL SERVICES	12,509	13,249	-	-	-	-	-
OTHER EXPENSES							
5050-013-120 Building/Grounds Maint	6,301	70	-	-	-	-	-
5050-013-420 Utilities	22,349	19,374	23,711	24,500	12,127	23,355	24,500
TOTAL OTHER EXPENSES	28,650	19,444	23,711	24,500	12,127	23,355	24,500
TOTAL HAYES FIELD	**41,159**	**32,692**	**23,711**	**24,500**	**12,127**	**23,355**	**24,500**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
WEED ABATEMENT							
PERSONNEL SERVICES							
5050-020-010 Salaries, Regular	76,154	52,903	125,770	156,144	69,455	138,910	161,280
5050-020-020 Salaries, Part-time	75,666	136,837	198,269	212,200	117,527	235,054	235,000
5050-020-030 Salaries, Overtime	163	70	132	-	-	-	-
5050-020-090 Benefits	59,279	57,470	105,548	130,910	75,215	150,429	135,640
TOTAL PERSONNEL SERVICES	211,263	247,280	429,719	499,254	262,197	524,394	531,920
OTHER EXPENSES							
5050-020-110 Vehicle Maintenance	42,337	52,939	102,678	112,000	35,899	71,799	85,000
5050-020-120 Building/Grounds Maint	9,326	8,365	21,558	26,000	4,268	13,291	20,000
5050-020-190 Other Equipment Maint	4,167	3,737	4,204	8,000	3,713	5,951	9,000
5050-020-230 Professional/Temp Service	559	8,388	5,358	12,256	1,220	2,440	1,667
5050-020-350 Tools/Equipment	2,849	1,891	3,222	5,000	938	1,875	5,000
5050-020-420 Utilities	461	960	901	1,000	9,432	18,865	20,912
5050-020-430 Uniform Allowance	305	946	4,289	5,900	2,906	5,811	7,300
5050-020-440 Training Expense	-	-	-	-	-	-	-
5050-020-660 Other Expenses	244	1,663	5,657	-	1,267	2,534	4,500
TOTAL OTHER EXPENSES	60,249	78,890	147,866	170,156	59,643	122,565	153,379
CAPITAL OUTLAY							
5050-020-720 Automotive Equipment	-	-	48,723	-	-	-	-
5050-020-730 Other Mach/Equip (over $1,000)	87,590	-	12,417	64,611	-	-	64,611
TOTAL CAPITAL OUTLAY	87,590	-	61,140	64,611	-	-	64,611
TOTAL WEED ABATEMENT	**359,102**	**326,170**	**638,725**	**734,021**	**321,840**	**646,959**	**749,910**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
STREET TREES/PARKWAYS							
PERSONNEL SERVICES							
5050-025-010 Salaries, Regular	347	8,451	72,396	43,320	26,288	52,577	-
5050-025-020 Salaries, Part-time	-	-	-	-	-	-	-
5050-025-030 Salaries, Overtime	308	270	202	350	82	163	-
5050-025-090 Benefits	390	6,382	52,560	35,230	20,962	41,924	-
TOTAL PERSONNEL SERVICES	1,046	15,104	125,157	78,900	47,332	94,664	-
OTHER EXPENSES							
5050-025-110 Vehicle Maintenance	64,649	68,679	78,299	33,485	28,980	57,959	55,000
5050-025-120 Building/Grounds Maint	243	668	9,841	11,000	2,838	5,677	9,000
5050-025-190 Other Equipment Maint	15,344	16,572	16,224	8,664	8,065	16,129	6,500
5050-025-230 Professional/Temp Service	-	6,500	6,100	6,500	-	1,700	6,500
5050-025-350 Tools/Equipment under $1000	974	95	1,927	2,600	461	921	2,500
5050-025-420 Utilities	-	-	-	-	1,155	2,310	-
5050-025-430 Uniform Allowance	226	373	582	530	230	460	530
5050-025-660 Other Expense	-	50	-	-	319	639	-
TOTAL OTHER EXPENSES	81,436	92,937	112,974	62,779	42,047	85,795	80,030
TOTAL STREET TREES/PARKWAYS	**82,482**	**108,041**	**238,131**	**141,679**	**89,379**	**180,458**	**80,030**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
BARN THEATRE							
PERSONNEL SERVICES							
5050-031-010 Salaries, Regular	3,483	4,180	3,361	4,000	-	-	-
5050-031-090 Benefits	2,311	3,101	2,374	2,900	-	-	-
TOTAL PERSONNEL SERVICES	5,794	7,281	5,735	6,900	-	-	-
OTHER EXPENSES							
5050-031-120 Building/Grounds Maint	15	-	-	-	-	-	-
5050-031-230 Professional/Temp Service	-	-	-	-	-	-	-
5050-031-420 Utilities	1,967	2,468	3,268	3,800	1,564	2,489	3,800
TOTAL OTHER EXPENSES	1,983	2,468	3,268	3,800	1,564	2,489	3,800
TOTAL BARN THEATRE	**7,777**	**9,749**	**9,003**	**10,700**	**1,564**	**2,489**	**3,800**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
MEDIANS (*combined under 5025)							
PERSONNEL SERVICES							
5050-034-010 Salaries, Regular*	36,370	24,711	-	-	-	-	-
5050-034-020 Salaries, Part-time*	-	-	-	-	-	-	-
5050-034-030 Salaries, Overtime*	646	-	-	-	-	-	-
5050-034-090 Benefits*	26,736	21,554	-	-	-	-	-
TOTAL PERSONNEL SERVICES*	63,751	46,265	-	-	-	-	-
OTHER EXPENSES							
5050-034-110 Vehicle Maintenance*	595	-	-	-	-	116	-
5050-034-120 Building/Grounds Maint*	7,154	3,433	(125)	-	-	-	-
5050-034-190 Other Equipment Maintenance*	120	1,621	-	-	-	-	-
5050-034-230 Professional/Temp Service	3,053	3,126	3,368	3,897	1,582	3,900	3,897
5050-034-340 Maint and Repair Material	-	-	-	-	-	-	-
5050-034-350 Tools/Equipment (under $1000)*	817	1,521	-	-	-	-	-
5050-034-420 Utilities	27,731	23,508	24,995	25,000	11,360	26,044	25,000
TOTAL OTHER EXPENSES	39,470	33,210	28,238	28,897	12,942	30,060	28,897
TOTAL MEDIANS	**103,221**	**79,475**	**28,238**	**28,897**	**12,942**	**30,060**	**28,897**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
MONUMENT MEDIAN (*combined under 5025)							
PERSONNEL SERVICES							
5050-035-010 Salaries, Regular*	6,002	1,890	-	-	17	-	-
5050-035-090 Benefits*	3,411	1,861	-	-	13	-	-
TOTAL PERSONNEL SERVICES*	9,413	3,751	-	-	29	-	-
OTHER EXPENSES							
5050-035-120 Building/Grounds Maint*	-	-	-	-	-	-	-
TOTAL OTHER EXPENSES	-	-	-	-	-	-	-
TOTAL MONUMENT MEDIAN	**9,413**	**3,751**	**-**	**-**	**29**	**-**	**-**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
SPORTS COMPLEX							
PERSONNEL SERVICES							
5050-036-010 Salaries, Regular	74,888	67,681	-	-	-	-	-
5050-036-020 Salaries, Part-time	13,160	6,158	-	-	-	-	-
5050-036-030 Salaries, Overtime	484	76	-	-	-	-	-
5050-036-090 Benefits	52,956	50,930	-	-	-	-	-
TOTAL PERSONNEL SERVICES	141,488	124,846	-	-	-	-	-
OTHER EXPENSES							
5050-036-110 Vehicle Maintenance	22,074	39,941	25,447	-	2,755	4,563	15,000
5050-036-120 Building/Grounds Maint	25,492	30,002	500	-	1,532	1,532	-
5050-036-130 Turf Maintenance	183	550	-	10,000	314	628	10,000
5050-036-190 Other Equipment Maintenance	3,795	4,431	4,012	-	2,079	3,993	3,400
5050-036-230 Professional/Temp Services	2,890	2,265	2,176	2,500	418	837	660
5050-036-260 Rent of Property and Equipment	570	4,557	87	-	-	-	-
5050-036-350 Tools/Equipment (under $1,000)	267	902	-	-	-	-	-
5050-036-420 Utilities	127,624	119,765	160,292	264,000	121,459	182,497	264,000
5050-036-430 Uniform Allowance	521	539	-	-	-	-	-
5050-036-660 Other Expenses	9	-		-	33	66	-
TOTAL OTHER EXPENSES	183,426	202,953	192,514	276,500	128,590	194,115	293,060
CAPITAL OUTLAY							
5050-036-720 Automotive Equip (over $1,000)	-	-		-	-	-	-
5050-036-730 Other Mach/Equip (over $1,000)	-	4,706		-	5,703	11,406	-
TOTAL CAPITAL OUTLAY	-	4,706	-	-	5,703	11,406	-
TOTAL SPORTS COMPLEX	**324,914**	**332,505**	**192,514**	**276,500**	**134,294**	**205,521**	**293,060**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
CITY HALL							
PERSONNEL SERVICES							
5050-040-010 Salaries, Regular	31,496	27,324	44,851	41,220	16,526	33,052	-
5050-040-020 Salaries, Part-time	-	-	66	-	-	-	-
5050-040-030 Salaries, Overtime	693	38	-	-	70	141	-
5050-040-090 Benefits	23,022	20,497	31,114	32,600	13,563	27,126	-
TOTAL PERSONNEL SERVICES	55,211	47,859	76,031	73,820	30,159	60,319	-
OTHER EXPENSES							
5050-040-120 Building/Grounds Maint	53,440	50,958	37,185	61,800	16,751	43,503	40,000
5050-040-190 Other Equipment Maint	3,139	8,216	13,559	11,200	21,562	43,124	40,000
5050-040-230 Professional/Temp Service	9,032	10,510	10,472	11,922	4,927	9,854	12,200
5050-040-350 Tools/Equipment	721	725	76	700	-	-	-
5050-040-420 Utilites	1,064	989	911	1,000	372	532	-
5050-040-430 Uniform Allowance	-	-	-	-	26	-	-
5050-040-660 Other Expenses	-	-	-	-	620	-	-
TOTAL OTHER EXPENSES	67,397	71,399	62,203	86,622	44,258	97,013	92,200
CAPITAL OUTLAY							
5050-040-730 Other Mach/Equipm (over $1,000)	-	4,900	-	-	-	-	-
TOTAL CAPITAL OUTLAY	-	4,900	-	-	-	-	-
TOTAL CITY HALL	**122,609**	**124,157**	**138,234**	**160,442**	**74,417**	**157,332**	**92,200**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
RAILS TO TRAILS							
PERSONNEL SERVICES							
5050-041-010 Salaries, Regular	7,927	6,624	1,033	8,000	1,559	3,118	25,000
5050-041-030 Overtime	-	-	-	-	-	-	-
5050-041-090 Benefits	5,060	5,041	836	5,300	1,117	2,233	16,500
TOTAL PERSONNEL SERVICES	12,987	11,665	1,869	13,300	2,676	5,352	41,500
OTHER EXPENSES							
5050-041-120 Building/Grounds Maint	10,538	270	8,026	9,000	1,513	3,026	8,000
5050-041-420 Utilities	2,576	2,452	6,533	7,000	3,996	6,931	7,500
5050-041-610 Weed Abatement	-	-		-	-	-	-
TOTAL OTHER EXPENSES	13,114	2,722	14,559	16,000	5,508	9,957	15,500
TOTAL RAILS TO TRAILS	**26,101**	**14,387**	**16,428**	**29,300**	**8,184**	**15,308**	**57,000**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
BURTON BALLFIELD							
PERSONNEL SERVICES							
5050-062-020 Salaries, Part-time	54	320	264	-	-	-	-
5050-062-030 Salaries, Overtime	-	-	-	-	-	-	-
5050-062-090 Benefits	1	6	5	-	-	-	-
TOTAL PERSONNEL SERVICES	55	326	269	-	-	-	-
OTHER EXPENSES							
5050-062-120 Building/Grounds Maint	572	2,012	522	-	36	36	-
5050-062-260 Rent of Property	-	1,020	1,859	-	-	-	-
5050-062-420 Utilities	-	4,553	3,625	10,000	445	2,693	-
TOTAL OTHER EXPENSES	572	7,585	6,006	10,000	481	2,729	-
TOTAL BURTON BALLFIELD	**627**	**7,911**	**6,275**	**10,000**	**481**	**2,729**	**-**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
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ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
OHV PARK							
PERSONNEL SERVICES							
5050-065-010 Salaries, Regular	-	102	-	-	-	-	-
5050-065-090 Benefits	-	58	-	-	-	-	-
TOTAL PERSONNEL SERVICES	-	160	-	-	-	-	-
OTHER EXPENSES							
5050-065-110 Vehicle Maintenance	45,336	25,949		12,500	3,639	7,278	10,000
5050-065-120 Building/Grounds Maint	15,933	159	10,624	-	-	-	-
5050-065-190 Other Equipment Maint	1,615	-	-	-	-	-	-
5050-065-230 Professional/Temp Service	42,360	270	90	-	3,890	3,890	-
5050-065-260 Rent of Property & Equipmt	1,419	4,954	-	-	-	-	-
5050-065-350 Tools/Equipment (under $1,000)	608	-	-	-	-	-	-
5050-065-420 Utilities	21,277	9,934	3,174	3,000	1,817	3,684	3,200
5050-065-560 Insurance Premium	12,093	-	-	-	-	-	-
5050-065-660 Other Expense	-	-	-	-	-	-	-
TOTAL OTHER EXPENSES	140,642	41,265	13,888	15,500	9,346	14,852	13,200
CAPITAL OUTLAY							
5050-065-720 Automobile Equipment (over $1,000)	-	-	-	-	-	-	-
5050-065-730 Other Mach/Equip (over $1,000)	-	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY	-	-	-	-	-	-	-
TOTAL OHV PARK	**140,642**	**41,425**	**13,888**	**15,500**	**9,346**	**14,852**	**13,200**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
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ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
TULE RIVER PARKWAY							
PERSONNEL SERVICES							
5050-085-010 Salaries, Regular	6,975	18,201	15,988	17,000	-	-	-
5050-085-090 Benefits	4,721	13,994	10,635	11,200	-	-	-
TOTAL PERSONNEL SERVICES	11,695	32,195	26,623	28,200	-	-	-
OTHER EXPENSES							
5050-085-120 Building/Grounds Maint	8,526	8,042	2,277	8,500	2,291	4,581	7,500
5050-085-260 Rent of Property & Equipment	176	243	-	-	-	-	-
5050-085-340 Maint and Repair Material	-	-	-	-	-	-	-
5050-085-350 Tools/Equipment (under $1,000)	49	482	81	-	-	-	-
5050-085-420 Utilities	8,854	7,317	6,439	7,500	8,208	11,950	16,000
5050-085-660 Other Expense	-	213	-	-	-	-	-
TOTAL OTHER EXPENSES	17,605	16,298	8,797	16,000	10,498	16,531	23,500
TOTAL TULE RIVER PARKWAY	**29,301**	**48,493**	**35,419**	**44,200**	**10,498**	**16,531**	**23,500**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
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ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
FALLEN HEROES PARK							
PERSONNEL SERVICES							
5050-090-010 Salaries, Regular	24,716	26,978	-	-	-	-	-
5050-090-020 Salaries, Part-time	1,349	2,429	-	-	-	-	-
5050-090-030 Salaries, Overtime	232	76	-	-	-	-	-
5050-090-090 Benefits	17,274	21,605	-	-	-	-	-
TOTAL PERSONNEL SERVICES	43,570	51,088	-	-	-	-	-
OTHER EXPENSES							
5050-090-120 Building/Grounds Maintenance	12,082	12,022	(3)	-	96	192	-
5050-090-230 Professional/Temp Service	2,000	-	-	-	-	-	-
5050-090-350 Tools/Equipment (under $1000)	177	128	-	-	-	-	-
5050-090-420 Utilities	11,442	18,448	26,725	30,000	13,535	24,828	30,000
5050-090-430 Uniform Allowance	76	57	-	-	-	-	-
5050-090-660 Other Expenses	9	88	-	-	-	-	-
TOTAL OTHER EXPENSES	25,786	30,743	26,723	30,000	13,631	25,020	30,000
CAPITAL OUTLAY							
5050-090-730 Other Mach/Equip (over $1,000)	2,679	2,048	-	-	-	-	-
TOTAL CAPITAL OUTLAY	2,679	2,048	-	-	-	-	-
TOTAL FALLEN HEROES PARK	**72,035**	**83,880**	**26,723**	**30,000**	**13,631**	**25,020**	**30,000**

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PARKS
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CENTENNIAL PLAZA							
PERSONNEL SERVICES							
5050-091-010 Salaries, Regular	11,656	17,909	19,932	18,500	6,711	13,423	-
5050-091-030 Salaries, Overtime	-	-	-	-	-	-	-
5050-091-090 Benefits	8,145	14,421	13,650	13,000	5,001	10,002	-
TOTAL PERSONNEL SERVICES	19,800	32,330	33,582	31,500	11,712	23,425	-
OTHER EXPENSES							
5050-091-120 Building/Grounds Maintenance	11,730	11,879	4,875	10,200	4,320	8,640	10,200
5050-091-190 Other Equipment Maintenance	127	263	293	300	675	5,627	6,000
5050-091-230 Professional/Temporary Service	45,149	10,027	11,426	10,674	3,847	7,694	12,000
5050-091-260 Rent of Property & Equipment	-	-	-	-	-	-	-
5050-091-420 Utilities	12,840	15,721	19,129	18,600	8,897	20,203	18,600
5050-091-430 Uniform Allowance	76	-	-	-	26	52	-
5050-091-660 Other Expenses	-	48	-	-	9	17	-
TOTAL OTHER EXPENSES	69,922	37,938	35,724	39,774	17,774	42,233	46,800
TOTAL CENTENNIAL PLAZA	**89,722**	**70,268**	**69,306**	**71,274**	**29,486**	**65,658**	**46,800**

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SANTA FE DEPOT							
PERSONNEL SERVICES							
5050-092-010 Salaries, Regular	5,130	5,766	6,222	6,000	511	1,022	-
5050-092-020 Salaries, Part-time	111	160	165	200	-	-	-
5050-092-090 Benefits	3,450	4,478	3,858	4,260	371	742	-
TOTAL PERSONNEL SERVICES	8,691	10,404	10,245	10,460	882	1,764	-
OTHER EXPENSES							
5050-092-120 Building/Grounds Maintenance	793	148	-	-	-	-	-
5050-092-420 Utilities	-	-	-	-	930	1,860	-
TOTAL OTHER EXPENSES	793	148	-	-	930	1,860	-
TOTAL SANTA FE DEPOT	**9,484**	**10,552**	**10,245**	**10,460**	**1,812**	**3,624**	**-**

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ZALUD HOUSE							
PERSONNEL SERVICES							
5050-097-010 Salaries, Regular	-	-	6,518	4,300	2,941	5,883	-
5050-097-020 Salaries, Part-time	-	-	16,746	18,000	7,798	15,596	18,000
5050-097-090 Benefits	-	-	10,444	9,500	5,267	10,534	-
TOTAL PERSONNEL SERVICES	-	-	33,708	31,800	16,007	32,013	18,000
OTHER EXPENSES							
5050-097-120 Building/Grounds Maintenance	-	-	7,071	4,000	1,835	3,670	4,000
5050-097-230 Professional/Temporary Service	-	-	1,863	1,500	894	1,788	1,627
5050-097-350 Tools/Equipment	-	-	-	-	-	-	-
5050-097-420 Utilities	-	-	5,159	5,000	2,205	4,411	5,500
5050-097-520 Insurance, Liability	-	-	1,898	2,443	1,219	2,443	2,448
5050-097-660 Other Expense	-	-	74	250	68	135	150
TOTAL OTHER EXPENSES	-	-	16,064	13,193	6,221	12,447	13,725
TOTAL ZALUD HOUSE	**-**	**-**	**49,772**	**44,993**	**22,228**	**44,460**	**31,725**

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NATIONAL GUARD ARMORY							
PERSONNEL SERVICES							
5050-098-010 Salaries, Regular	-	-	-	35,284	9,267	18,534	-
5050-098-020 Salaries, Part-time	-	-	-	-	-	-	-
5050-098-090 Benefits	-	-	-	25,450	7,600	15,200	-
TOTAL PERSONNEL SERVICES	-	-	-	60,734	16,867	33,734	-
OTHER EXPENSES							
5050-098-120 Building/Grounds Maintenance	-	-	-	14,000	3,219	6,438	-
5050-098-190 Other Equipment Maintenance	-	-	-	-	136	272	-
5050-098-230 Professional/Temp Service	-	-	60	275,000	118,009	236,018	-
5050-098-260 Rent of Property & Equipment	-	-	-	11,000	6,607	13,215	-
5050-098-420 Utilities	-	-	-	18,000	6,196	12,392	-
5050-098-660 Other Expense	-	-	-	4,000	3,625	7,250	-
TOTAL OTHER EXPENSES	-	-	60	322,000	137,792	275,584	-
TOTAL NATIONAL GUARD ARMORY	**-**	**-**	**60**	**382,734**	**154,659**	**309,317**	**-**

LEISURE SERVICES

ANNUAL BUDGET

FY 2026/2027

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
LEISURE SERVICES							
PERSONNEL SERVICES							
5050-050-010 Salaries, Regular	233,640	219,733	230,198	285,180	139,037	278,075	288,912
5050-050-020 Salaries, Part-time	180	450	123	300	198	396	300
5050-050-090 Benefits	128,839	140,376	126,790	164,150	78,767	157,534	155,631
TOTAL PERSONNEL SERVICES	362,659	360,559	357,111	449,631	218,002	436,004	444,843
OTHER EXPENSES							
5050-050-110 Vehicle Maintenance	2,739	7,125	4,913	1,278	2,591	5,181	3,000
5050-050-120 Building/Grounds Maint	122	-	-	-	164	327	-
5050-050-140 Computer Equipment Maint	5,687	5,661	7,160	7,659	6,049	7,370	7,609
5050-050-190 Other Equipment Maint	11,819	10,955	11,305	12,360	6,158	12,316	5,700
5050-050-210 Advertising	75	494	300	-	-	-	-
5050-050-220 Printing/Copying	90	301	-	250	-	-	-
5050-050-230 Professional/Temp Services	1,090	621	574	800	179	358	530
5050-050-260 Rent of Property & Equipmt	464	-	2,630	3,024	1,391	2,781	3,750
5050-050-320 Office/Computer Supplies	2,187	2,610	1,497	2,200	1,642	3,285	2,990
5050-050-350 Tools/Equipment (under $1,000)	905	1,977	-	-	-	-	-
5050-050-410 Meeting Expense	-	650	691	2,000	-	-	1,000
5050-050-420 Utilities	1,887	2,928	1,597	1,800	747	1,560	1,620
5050-050-450 Publication and Dues	1,221	2,949	692	2,195	-	170	370
5050-050-460 Postage	191	221	324	300	151	302	300
5050-050-660 Other Expense	200	1,141	298	300	207	413	250
TOTAL OTHER EXPENSES	28,678	37,633	31,981	34,166	19,278	34,064	27,119
CAPITAL OUTLAY							
5050-050-740 Computer Equipment (over $1000)	1,132	-	-	-	-	-	-
5050-050-750 Computer Software	-	-	602	-	-	-	-
TOTAL CAPITAL OUTLAY	1,132	-	602	-	-	-	-
TOTAL LEISURE SERVICES	**392,469**	**398,192**	**389,693**	**483,797**	**237,281**	**470,068**	**471,962**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
LEISURE SVCS SPEC PROGS							
PERSONNEL SERVICES							
5050-055-010 Salaries, Regular	102,536	144,415	155,910	174,526	81,463	162,926	174,526
5050-055-020 Salaries, Part-time	38,711	43,035	45,810	47,500	23,899	47,799	53,000
5050-055-030 Salaries, Overtime	-	-	-	-	891	1,781	-
5050-055-090 Benefits	72,257	116,492	104,530	122,952	60,487	120,974	123,166
TOTAL PERSONNEL SERVICES	213,504	303,941	306,250	344,978	166,740	333,481	350,692
OTHER EXPENSES							
5050-055-120 Building/Grounds Maintenance	22	12	38	-	-	-	-
5050-055-140 Computer Equipment Maint	3,373	4,107	4,073	4,605	4,291	4,391	4,490
5050-055-190 Other Equipment Maint	1,861	1,114	1,973	2,050	338	676	2,000
5050-055-210 Advertising	580	390	-	500	-	-	500
5050-055-220 Printing/Copying	757	-	-	-	96	192	-
5050-055-230 Professional/Temp Service	19,369	17,428	19,786	19,800	13,158	22,148	23,388
5050-055-260 Rent of Property & Equipmt	10,310	6,400	9,458	8,600	209	9,544	7,260
5050-055-320 Office/Computer Supplies	386	-	31	-	16	31	-
5050-055-350 Tools/Equipment (under $1000)	14,574	19,824	19,332	22,000	11,424	22,849	22,500
5050-055-410 Meeting Expense	-	143	-	2,000	-	-	1,000
5050-055-420 Utilities	-	-	-	-	-	-	-
5050-055-430 Uniform Allowance	50,483	54,548	58,115	60,000	41,613	63,472	70,000
5050-055-440 Training Expense	469	861	816	1,000	-	518	1,000
5050-055-460 Postage	76	97	81	-	84	167	200
5050-055-490 Consumables	2,995	1,804	2,242	2,700	349	698	2,200
5050-055-660 Other Expense	21,040	24,501	27,900	30,000	16,522	26,461	33,000
TOTAL OTHER EXPENSES	126,296	131,228	143,844	153,255	88,098	151,146	167,538
TOTAL LEISURE SVCS SPEC PROGS	**339,800**	**435,169**	**450,094**	**498,233**	**254,839**	**484,627**	**518,230**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
ADVENTURE DAY CAMP							
PERSONNEL SERVICES							
5050-059-010 Salaries, Regular	1,299	1,561	-	2,000	-	-	-
5050-059-020 Salaries, Part-time	9,978	7,553	6,462	-	-	-	-
5050-059-090 Benefits	1,084	1,149	126	1,200	-	-	-
TOTAL PERSONNEL SERVICES	12,362	10,264	6,588	3,200	-	-	-
OTHER EXPENSES							
5050-059-220 Printing/Copying	-	-	-	-	-	-	-
5050-059-230 Professional/Temp Service	-	32	365	-	-	-	-
5050-059-260 Rent of Property & Equipment	-	-	-	-	-	-	-
5050-059-430 Uniform Allowance	-	-	-	-	-	-	-
5050-059-660 Other Expense	460	252	95	-	-	-	-
TOTAL OTHER EXPENSES	460	284	460	-	-	-	-
TOTAL ADVENTURE DAY CAMP	**12,822**	**10,548**	**7,049**	**3,200**	**-**	**-**	**-**

OVERLAND RECREATION CENTER

ANNUAL BUDGET



FY 2026/2027

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
OVERLAND RECREATION CENTER
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
OVERLAND RECREATION CENTER							
PERSONNEL SERVICES							
5050-0XX-010 Salaries, Regular	-	-	-	-	-	-	36,977
5050-0XX-020 Salaries, Part-time	-	-	-	-	-	-	13,581
5050-0XX-090 Benefits	-	-	-	-	-	-	28,857
TOTAL PERSONNEL SERVICES	-	-	-	-	-	-	79,415
OTHER EXPENSES							
5050-0XX-120 Building/Grounds Maintenance	-	-	-	-	-	-	16,000
5050-0XX-230 Professional/Temp Service	-	-	-	-	-	-	1,000
5050-0XX-420 Utilities	-	-	-	-	-	-	60,000
5050-0XX-520 Insurance, Liability	-	-	-	-	-	-	7,800
5050-0XX-660 Other Expense	-	-	-	-	-	-	50,000
TOTAL OTHER EXPENSES	-	-	-	-	-	-	134,800
OVERLAND RECREATION CENTER	-	-	-	-	-	-	214,215

SWIMMING POOL

ANNUAL BUDGET

FY 2026/2027

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
SWIMMING POOL
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
SWIMMING POOL							
PERSONNEL SERVICES							
5050-060-010 Salaries, Regular	596	1,420	2,299	1,700	109	218	-
5050-060-020 Salaries, Part-time	133,129	141,993	148,175	158,000	87,597	149,311	163,000
5050-060-030 Salaries, Overtime	1,443	740	-	1,000	-	-	500
5050-060-090 Benefits	5,886	6,761	7,082	7,200	3,481	6,962	7,956
TOTAL PERSONNEL SERVICES	141,054	150,914	157,555	167,900	91,187	156,491	171,456
OTHER EXPENSES							
5050-060-120 Building/Grounds Maint	64,491	52,106	51,167	63,000	17,397	45,127	60,000
5050-060-190 Other Equipment Maint	2,539	5,047	35	-	-	-	-
5050-060-220 Printing/Copying	-	-	-	-	-	-	-
5050-060-230 Professional/Temp Service	2,014	2,614	4,731	3,300	370	740	3,000
5050-060-260 Rent of Property & Equipmt	-	-	-	-	-	-	-
5050-060-350 Tools/Equipment (under $1,000)	2,288	3,714	884	2,800	97	194	1,000
5050-060-410 Meeting Expense	-	375	-	-	-	-	-
5050-060-420 Utilities	34,986	33,676	33,396	36,500	15,822	34,681	38,000
5050-060-430 Uniform Allowance	1,210	1,351	1,803	1,500	-	1,605	2,000
5050-060-490 Pool Concessions	164	-	119	-	-	-	-
5050-060-520 Insurance, Liability	2,700	3,782	3,782	4,869	2,433	4,869	4,872
5050-060-660 Other Expense	1,661	2,359	2,251	600	354	708	2,300
TOTAL OTHER EXPENSES	112,053	105,025	98,168	112,569	36,473	87,923	111,172
CAPITAL OUTLAY							
5050-060-730 Other Mach/Equip (over $1,000)	-	3,232	1,250	-	4,171	4,171	-
TOTAL CAPITAL OUTLAY	-	3,232	1,250	-	4,171	4,171	-
TOTAL SWIMMING POOL	**253,107**	**259,170**	**256,973**	**280,469**	**131,831**	**248,585**	**282,628**

LIBRARY

ANNUAL BUDGET



FY 2026/2027

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LIBRARY
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
LIBRARY							
PERSONNEL SERVICES							
5050-080-010 Salaries, Regular	306,800	318,467	331,612	305,824	122,201	244,403	309,936
5050-080-020 Salaries, Part-time	-	-	132	-	-	-	-
5050-080-030 Salaries, Overtime	82	-	-	-	-	-	-
5050-080-090 Benefits	188,934	213,026	188,174	202,636	84,999	169,997	211,946
TOTAL PERSONNEL SERVICES	495,816	531,493	519,918	508,460	207,200	414,400	521,882
OTHER EXPENSES							
5050-080-120 Building/Grounds Maint	7,596	9,872	2,909	4,000	1,460	2,919	4,000
5050-080-140 Computer Maintenance	1,614	1,842	1,591	2,500	622	1,244	2,500
5050-080-190 Other Equipment Maint	195	409	76	250	36	72	250
5050-080-210 Advertising	3,290	250	-	1,600	-	-	1,400
5050-080-220 Printing/Copying	686	2,514	2,190	2,000	954	1,908	2,200
5050-080-230 Professional/Temp Service	34,844	22,634	25,996	30,000	15,176	30,352	32,000
5050-080-260 Rent of Property & Equipmt	-	-	-	-	-	-	-
5050-080-320 Office/Computer Supplies	6,902	5,969	3,937	4,000	1,643	3,286	4,500
5050-080-330 Janitorial Supplies	-	-	64	500	-	-	-
5050-080-350 Tools/Equipment (under $1000)	208	3,363	420	1,000	-	-	500
5050-080-360 Library Books	5,603	29,004	17,934	50,000	26,865	53,731	50,000
5050-080-410 Meeting Expense	1,582	1,968	315	800	36	71	800
5050-080-420 Utilities	17,685	23,938	21,251	24,200	11,172	21,323	24,200
5050-080-430 Uniform Allowance	292	200	197	400	-	-	500
5050-080-440 Training Expense	-	2,749	2,784	2,000	-	-	2,000
5050-080-450 Publication and Dues	30,412	28,563	28,176	30,000	25,156	29,176	30,000
5050-080-460 Postage	35	20	1	44	-	-	30
5050-080-490 Donations	44		72	-	-	-	-
5050-080-520 Insurance, Liability	11,500	16,108	16,108	20,737	10,369	20,737	20,736
5050-080-660 Other Expense	1,182	1,355	1,064	1,552	402	805	1,500
TOTAL OTHER EXPENSES	123,670	150,759	125,086	175,583	93,892	165,624	177,116
CAPITAL OUTLAY							
5050-080-730 Other Mach/Equipment (over $1,000)	1,363	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY	1,363	-	-	-	-	-	-
TOTAL LIBRARY	**620,849**	**682,252**	**645,004**	**684,043**	**301,092**	**580,024**	**698,998**

GRANT-FUNDED PARKS PROGRAMS

ANNUAL BUDGET

FY 2026/2027

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
SPECIAL GRANTS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
CA LIBR LITERACY GRANT							
PERSONNEL SERVICES							
5060-020-010 Salaries, Regular	11,123	12,639	11,525	10,543	8,429	16,858	11,062
5060-020-020 Salaries, Part-time	-	1,036	-	-	-	-	-
5060-020-090 Benefits	6,895	9,496	6,882	7,739	5,691	11,383	7,992
TOTAL PERSONNEL SERVICES	18,019	23,170	18,407	18,283	14,120	28,240	19,054
OTHER EXPENSES							
5060-020-320 Office/Computer Supplies	-	-	-	-	-	-	-
5060-020-350 Tool/Equipment (under $1,000)	742	-	-	-	-	-	-
5060-020-360 Library Books	205	-	-	-	-	-	-
5060-020-450 Publication and Dues	-	-	54	-	-	-	-
5060-020-490 Donations	-	-	-	-	-	-	-
5060-020-660 Other Expense	9,723	6,145	24,143	13,487	2,743	10,435	25,971
TOTAL OTHER EXPENSES	10,670	6,145	24,197	13,487	2,743	10,435	25,971
CAPITAL OUTLAY							
5060-020-710 Office equipment (over $1000)	-	2,000	-	-	-	-	-
TOTAL CAPITAL OUTLAY	-	2,000	-	-	-	-	-
TOTAL CA LIBR LITERACY GRANT	**28,689**	**31,315**	**42,603**	**31,770**	**16,863**	**38,675**	**45,025**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
SPECIAL GRANTS
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
LUNCH AT THE LIBRARY GRANT							
PERSONNEL SERVICES							
5060-031-010 Salaries, Regular	-	1,734	708	-	-	-	-
5060-031-020 Salaries, Part-time	-	3,577	1,016	-	-	-	-
5060-031-090 Benefits	-	1,652	633	-	-	-	-
TOTAL PERSONNEL SERVICES	-	6,962	2,357	-	-	-	-
OTHER EXPENSES							
5060-031-230 Professional/Temp Services	-	-	-	-	-	-	600
5060-031-660 Other Expenses	-	8,036	20,144	18,471	79	7,118	17,805
TOTAL OTHER EXPENSES	-	8,036	20,144	18,471	79	7,118	18,405
TOTAL SUMMER FOOD SVC PROGRAM	**-**	**14,999**	**22,501**	**18,471**	**79**	**7,118**	**18,405**

GENERAL FUND EQUIPMENT REPLACEMENT

ANNUAL BUDGET

FY 2026/2027

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
GENERAL FUND EQUIPMENT REPLACEMENT
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
TAXES							
PROPERTY TAXES							
4516 State Grants	50,360	32,661	181,252	-	-	(210,558)	-
4517 Federal Grants	-	-	-	-	-	-	-
4518 Federal/State Reimbursements	94,056	-	22,936	125,000	-	210,558	175,000
4601 Interest on Investments	113,869	417,616	491,796	200,000	169,822	274,251	250,000
4897 Interdepartmental Serv Charges	1,905,133	2,996,094	3,056,646	2,300,000	679,176	1,792,704	1,900,000
4992 Sale of Personal Property	27,349	24,265	35,645	-	37,338	47,410	-
4999 Other Revenue	-	-	-	30,000	-	-	-
TOTAL REVENUE	2,190,767	3,470,636	3,788,275	2,655,000	886,336	2,114,365	2,325,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
GENERAL FUND EQUIPMENT REPLACEMENT
FISCAL YEAR 2025/26

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
GENERAL FUND EQUIPMENT REPLACEMENT							
OTHER EXPENSES							
5030-095-720 Automotive Equipment	675,693	3,233,829	1,043,500	1,076,000	288,636	1,118,815	428,000
5030-095-730 Other Machineray/Equipment	310,037	282,384	319,218	191,000	300,917	606,016	510,500
5030-095-740 Computer Equipment	130,836	52,701	126,449	146,000	51,838	117,710	249,791
TOTAL OTHER EXPENSES	1,116,566	3,568,914	1,489,167	1,413,000	641,391	1,842,541	1,188,291
TOTAL GENERAL FUND EQUIP. REPLACEMENT	1,116,566	3,568,914	1,489,167	1,413,000	641,391	1,842,541	1,188,291

MEASURE H

ANNUAL BUDGET



FY 2026/2027

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEET
MEASURE H
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROSED FY 2026/27 BUDGET
PUBLIC SAFETY SALES TAX FUND								
004 4210	Transfers from Other Funds	-	-	7,496	-	-	-	-
004 4220	Transfer to Other Funds	(41,705)	(606,426)	(95,514)	(2,910,816)	-	(80,500)	(2,110,316)
NET TRANSFERS		(41,705)	(606,426)	(88,018)	(2,910,816)	-	(80,500)	(2,110,316)
004 4011	Sales Tax - Measure H	5,489,744	5,523,299	5,335,383	5,239,246	2,116,951	5,716,232	5,461,180
004 4516	State Grants	6,374	-	-	-	-	-	-
004 4601	Interest on Investments	87,201	134,417	142,835	115,000	61,980	123,960	116,000
004 4811	Police Services	5,618	9,829	4,126	5,000	1,976	4,268	5,000
004 4812	Police Cost Recoveries	67,045	76,265	42,190	77,000	42,190	84,380	85,000
004 4994	Contributions	2,400	-	1,600	-	-	-	-
TOTAL REVENUE		5,658,382	5,743,810	5,526,134	5,436,246	2,223,098	5,928,840	5,667,180

CITY OF PORTERVILLE
BUDGET WORKSHEETS - POLICE DEPARTMENT
MEASURE H
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
POLICE OPERATION							
PERSONNEL SERVICES							
5020-005-010 Salaries, Regular	913,489	932,950	1,049,244	1,244,138	638,559	1,277,118	1,163,874
5020-005-020 Salaries, Part-time	-	-	-	-	-	-	-
5020-005-030 Salaries, Overtime	135,937	146,229	183,312	115,000	105,942	211,885	120,000
5020-005-090 Benefits	483,345	496,926	577,863	815,214	370,666	741,333	765,964
TOTAL PERSONNEL SERVICES	1,532,771	1,576,105	1,810,419	2,174,352	1,115,168	2,230,335	2,049,838
OTHER OPERATING COSTS							
5020-005-110 Vehicle Maintenance	165,661	160,600	184,099	172,850	90,037	180,074	172,850
5020-005-120 Building/Grounds Maint	6,222	2,858	4,664	6,000	1,039	2,079	4,500
5020-005-140 Computer Equipment Maintenance	11,417	20,747	10,426	15,000	6,168	12,336	14,000
5020-005-190 Other Equipment Maint	1,392	612	7,763	5,000	4,731	9,463	5,000
5020-005-220 Printing/Copying	2,920	2,864	1,876	3,000	936	1,872	1,500
5020-005-230 Professional/Temp Service	37,833	56,566	37,958	51,000	10,617	21,233	49,000
5020-005-260 Rent of Property & Equipment	20,000	22,385	22,626	30,000	3,741	24,101	5,000
5020-005-320 Office/Computer Supplies	4,348	4,998	5,866	5,000	1,509	3,218	-
5020-005-350 Tools/Equipment (under $1,000)	7,656	3,027	6,350	5,000	3,287	6,574	-
5020-005-410 Meeting Expense	142	238	221	500	121	242	-
5020-005-420 Utilities	9,877	9,036	23,240	10,000	12,610	35,795	15,000
5020-005-430 Uniform Allowance	5,613	10,739	22,632	8,000	7,407	14,813	8,000
5020-005-440 Training Expense	10,999	26,634	41,008	15,000	12,053	24,105	15,000
5020-005-450 Publications & Dues	590	2,275	7,877	1,500	7,601	7,870	7,400
5020-005-460 Postage	-	-	2	-	-	-	-
5020-005-470 Range Expense	1,907	2,186	5,038	3,500	677	1,354	-
5020-005-480 Firearms Expense	3,479	6,994	8,277	4,500	7,243	14,486	-
5020-005-490 Investigation Costs	625	873	1,209	-	209	417	-
5020-005-660 Other Expense	3,446	4,413	3,855	-	2,221	2,699	-
TOTAL OTHER EXPENSES	294,126	338,046	394,987	335,850	172,207	362,732	297,250
CAPITAL OUTLAY							
5020-005-710 Office Equipment (over $1,000)	-	-	1,542	-	-	-	-
5020-005-730 Other Mach/Equip (over $1,000)	40,939	25,678	86,970	42,000	44,196	42,196	42,000
5020-005-740 Computer Equipment (over $1,000)	2,374	1,561	2,363	-	-	-	-
TOTAL CAPITAL OUTLAY	43,313	27,239	90,875	42,000	44,196	42,196	42,000
TOTAL MEASURE H POLICE	**1,870,210**	**1,941,390**	**2,296,281**	**2,552,202**	**1,331,571**	**2,635,264**	**2,389,088**

CITY OF PORTERVILLE
BUDGET WORKSHEET - FIRE DEPARTMENT
MEASURE H
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
FIRE DEPARTMENT							
PERSONNEL SERVICES							
5021-001-010 Salaries, Regular	955,746	1,068,140	1,101,459	1,144,856	587,002	1,174,003	1,009,404
5021-001-020 Salaries, Part-time	-	-	519	-	-	-	-
5021-001-030 Salaries, Overtime	308,481	159,607	146,544	190,000	239,776	479,552	190,000
5021-001-090 Benefits	636,848	707,606	739,661	771,217	365,868	731,737	677,273
TOTAL PERSONNEL SERVICES	1,901,075	1,935,353	1,988,183	2,106,073	1,192,646	2,385,292	1,876,677
OTHER OPERATING COSTS							
5021-001-110 Vehicle Maintenance	58,605	158,861	84,764	36,800	19,315	43,387	36,800
5021-001-120 Building/Grounds Maintenance	10,011	3,866	9,424	12,000	1,480	2,960	9,000
5021-001-140 Computer Equipment Maintenance	6,657	3,846	5,805	11,000	11,979	16,680	15,300
5021-001-190 Other Equipment Maintenance	14,230	5,148	25,281	45,000	6,022	14,945	42,000
5021-001-220 Printing/Copying	1,711	2,221	1,161	2,700	345	689	1,500
5021-001-230 Professional/Temp Service	55	373	220	2,200	7,689	7,965	7,500
5021-001-260 Rent of Property & Equipment	-	-	113	-	-	-	-
5021-001-320 Office/Computer Supplies	4,569	1,772	1,651	5,300	133	266	2,500
5021-001-330 Janitorial Supplies	1,937	1,306	3,425	2,700	951	1,903	2,500
5021-001-350 Tools/Equipment (under $1,000)	28,197	11,707	6,320	25,000	3,213	6,426	20,000
5021-001-410 Meeting Expense	28	-	-	-	294	588	200
5021-001-420 Utilities	4,976	4,126	1,711	10,500	866	1,733	2,000
5021-001-430 Uniform Allowance	257	3,030	1,096	4,400	-	-	3,500
5021-001-440 Training Expense	8,611	8,765	6,858	55,000	2,995	5,991	50,000
5021-001-450 Publications & Dues	3,357	4,130	3,228	3,200	563	2,594	3,000
5021-001-460 Postage	-	-	-	-	-	-	-
5021-001-660 Other Expenses	3,320	5,346	10,757	7,000	2,761	5,521	6,500
TOTAL OTHER EXPENSES	146,520	214,500	161,816	222,800	58,607	111,648	202,300
CAPITAL OUTLAY							
5021-001-710 Office Equipment (over $1,000)	2,727	-	-	-	-	-	-
5021-001-730 Other Mach/Equip (over $1,000)	24,436	7,955	-	25,000	-	-	-
TOTAL CAPITAL OUTLAY	27,162	7,955	-	25,000	-	-	-
TOTAL MEASURE H FIRE DEPARTMENT	**2,074,758**	**2,157,807**	**2,149,999**	**2,353,873**	**1,251,253**	**2,496,941**	**2,078,977**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PUBLIC SAFETY STATION
MEASURE H
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROSED FY 2026/27 BUDGET
PUBLIC SAFETY STATION							
OTHER EXPENSES							
5022-000-120 Building/Grounds Maintenance	3,490	2,915	4,803	4,500	5,984	14,552	4,500
5022-000-420 Utilities	82,050	87,797	93,936	95,000	46,400	101,953	97,000
5022-000-520 Insurance, Liability	114,000	159,680	159,680	205,564	102,784	205,564	205,564
TOTAL OTHER EXPENSES	199,540	250,392	258,420	305,064	155,167	322,069	307,064
TOTAL PUBLIC SAFETY STATION	**199,540**	**250,392**	**258,420**	**305,064**	**155,167**	**322,069**	**307,064**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - LIBRARY & LITERACY
MEASURE H
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
LIBRARY							
PERSONNEL SERVICES							
5050-080-010 Salaries, Regular	107,288	144,555	129,215	105,090	61,665	103,175	113,271
5050-080-020 Salaries, Part-time	117,838	113,293	150,216	181,950	69,789	139,578	181,950
5050-080-090 Benefits	83,300	117,453	95,189	91,167	51,147	87,268	95,819
TOTAL PERSONNEL SERVICES	308,426	375,301	374,620	378,207	182,601	330,021	391,040
OTHER EXPENSES							
5050-080-110 Vehicle Maintenance	-	-	10	3,000	-	-	5,000
5050-080-120 Building/Grounds Maint	1,794	2,140	2,251	4,000	1,460	3,919	4,000
5050-080-140 Computer Maintenance	-	475	749	1,000	-	-	3,000
5050-080-190 Other Equipment Maint	60	631	281	3,000	-	-	5,000
5050-080-210 Advertising	4,727	250	-	5,100	500	1,000	5,100
5050-080-220 Printing/Copying	6,022	3,541	2,347	5,000	583	2,344	5,000
5050-080-230 Professional/Temp Service	11,481	23,198	26,600	43,244	16,040	32,080	43,244
5050-080-260 Rent of Property & Equipmt	300	56	-	2,656	-	-	3,200
5050-080-320 Office/Computer Supplies	1,135	4,094	3,820	6,000	1,727	3,453	6,000
5050-080-330 Janitorial Supplies	1,152	1,353	1,419	1,500	673	1,347	1,600
5050-080-350 Tools/Equipment (under $1000)	1,299	1,182	420	4,000	-	-	4,000
5050-080-360 Library Books	10,416	22,763	15,691	50,000	18,828	37,656	50,000
5050-080-410 Meeting Expense	-	-	-	1,500	-	-	1,500
5050-080-420 Utilities	19,069	20,666	19,443	30,000	11,133	20,313	30,000
5050-080-440 Training Expense	-	967	2,773	5,000	-	-	5,000
5050-080-450 Publication and Dues	37,616	35,217	40,313	45,000	24,689	41,379	45,000
5050-080-490 Consumables	8,197	12,260	9,348	20,000	2,328	4,657	20,000
5050-080-520 Insurance, Liability	4,600	6,444	6,444	8,296	4,150	8,296	8,292
5050-080-660 Other Expense	10,448	10,709	11,035	16,000	1,983	3,966	16,000
TOTAL OTHER EXPENSES	118,316	145,946	142,944	254,296	84,094	160,410	260,936
CAPITAL OUTLAY							
5050-080-710 Office Equpment (over $1000)	-	1,716	-	-	-	-	-
TOTAL CAPITAL OUTLAY	-	1,716	-	-	-	-	-
TOTAL LIBRARY	**426,742**	**522,963**	**517,564**	**632,503**	**266,695**	**490,432**	**651,976**

MEASURE I

ANNUAL BUDGET



FY 2026/2027

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEET
MEASURE I
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROSED FY 2026/27 BUDGET
MEASURE I SALES TAX FUND								
005 4210	Transfer from Other Funds	2,932	-	-	-	-	-	-
005 4220	Transfer to Other Funds	(889,571)	(4,163,053)	(5,049,561)	(14,899,356)	(1,872,567)	(4,543,190)	(13,740,603)
NET TRANSFERS		(886,638)	(4,163,053)	(5,049,561)	(14,899,356)	(1,872,567)	(4,543,190)	(13,740,603)
005 4011	Sales Tax - Measure I	10,950,554	11,080,945	10,642,007	10,487,075	4,229,685	11,431,946	10,923,052
005 4502	Sales Tax - Measure R	-	62,839	127,261	150,000	-	43,191	150,000
005 4516	State Grants	69,413	85,401	-	-	-	-	-
005 4601	Interest on Investments	399,286	598,851	509,740	325,000	185,223	370,447	330,000
005 4811	Police Services	2,316	5,316	7,349	5,000	3,128	7,180	5,000
005 4812	Police Cost Recoveries	-	-	73,594	74,000	78,683	78,683	74,000
TOTAL REVENUE		11,421,569	11,833,352	11,359,950	11,041,075	4,496,719	11,931,447	11,482,052

CITY OF PORTERVILLE
BUDGET WORKSHEETS - POLICE DEPARTMENT
MEASURE I
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
POLICE OPERATION							
PERSONNEL SERVICES							
5020-001-010 Salaries, Regular	1,360,856	1,614,217	2,269,404	2,493,448	1,222,501	2,445,001	2,665,388
5020-001-020 Salaries, Part-time	-	311	75	100,000	37,985	75,970	-
5020-001-030 Salaries, Overtime	204,326	254,055	275,582	200,000	120,580	241,160	200,000
5020-001-090 Benefits	696,492	898,761	1,294,602	1,554,765	725,578	1,451,156	1,625,230
TOTAL PERSONNEL SERVICES	2,261,674	2,767,345	3,839,662	4,348,213	2,106,643	4,213,287	4,490,618
OTHER OPERATING COSTS							
5020-001-110 Vehicle Maintenance	1,010,943	1,197,713	1,411,548	1,340,000	654,840	1,309,680	515,000
5020-001-120 Building/Grounds Maint	4,141	2,923	4,956	4,000	1,267	2,534	3,500
5020-001-140 Computer Equipment Maintenance	11,176	28,265	13,432	20,000	8,765	17,530	19,000
5020-001-190 Other Equipment Maint	5,231	872	11,897	10,000	5,120	10,239	10,500
5020-001-220 Printing/Copying	848	2,243	1,303	1,000	976	1,952	1,500
5020-001-230 Professional/Temp Service	56,502	70,384	57,318	78,000	17,840	35,679	75,000
5020-001-260 Rent of Property & Equipment	126,899	130,086	130,395	156,000	5,572	132,879	135,000
5020-001-320 Office/Computer Supplies	8,289	6,466	8,924	8,000	3,158	6,317	7,500
5020-001-350 Tools/Equipment (under $1,000)	7,300	7,760	8,357	5,000	4,648	9,296	7,000
5020-001-410 Meeting Expense	293	798	512	500	181	363	500
5020-001-420 Utilities	6,434	7,515	31,075	35,000	17,693	36,874	40,000
5020-001-430 Uniform Allowance	17,681	18,446	33,698	35,000	7,762	15,524	20,000
5020-001-440 Training Expense	43,404	54,501	73,964	55,000	26,875	53,749	55,000
5020-001-450 Publications & Dues	716	3,512	8,319	5,000	4,049	8,097	8,000
5020-001-460 Postage	-	-	2	-	-	-	-
5020-001-470 Range Expense	2,933	3,351	7,858	3,000	1,015	2,031	3,000
5020-001-480 Firearms Expense	5,333	10,700	13,042	10,000	10,865	18,500	15,000
5020-001-490 Investigation Costs	1,265	1,330	1,813	-	313	626	300
5020-001-660 Other Expense	2,075	12,051	4,185	-	923	1,846	500
TOTAL OTHER EXPENSES	1,311,464	1,558,915	1,822,599	1,765,500	771,860	1,663,714	916,300
CAPITAL OUTLAY							
5020-001-710 Office Equipment (over $1,000)	-	1,484	22,942	-	-	-	-
5020-001-720 Automotive Equip (over $1,000)	-	69,612	261,282	-	-	-	-
5020-001-730 Other Mach/Equip (over $1,000)	243,669	59,209	534,182	240,000	245,958	262,195	240,000
5020-001-740 Computer Equipment (over $1,000)	6,825	5,882	1,028	-	-	1,259	-
TOTAL CAPITAL OUTLAY	250,494	136,188	819,434	240,000	245,958	263,454	240,000
TOTAL MEASURE I POLICE	**3,823,633**	**4,462,447**	**6,481,695**	**6,353,713**	**3,124,462**	**6,140,454**	**5,646,918**

CITY OF PORTERVILLE
BUDGET WORKSHEET - FIRE DEPARTMENT
MEASURE I
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
FIRE DEPARTMENT							
PERSONNEL SERVICES							
5021-001-010 Salaries, Regular	571,736	641,362	839,463	1,136,366	598,823	1,197,647	1,255,051
5021-001-030 Salaries, Overtime	67,450	111,130	99,708	188,000	178,259	230,487	230,000
5021-001-090 Benefits	394,025	474,214	585,126	736,799	351,045	702,090	816,746
TOTAL PERSONNEL SERVICES	1,033,211	1,226,706	1,524,297	2,061,165	1,128,128	2,130,224	2,301,797
OTHER OPERATING COSTS							
5021-001-110 Vehicle Maintenance	754,236	1,128,118	1,542,442	492,150	146,492	292,984	492,150
5021-001-120 Building/Grounds Maintenance	1,232	1,058	7,430	10,500	8,271	16,542	10,500
5021-001-140 Computer Equipment Maintenance	6,529	12,373	11,035	18,295	13,592	20,734	20,000
5021-001-190 Other Equipment Maintenance	32,488	46,752	134,097	115,090	41,322	82,643	115,090
5021-001-220 Printing/Copying	119	559	892	1,260	778	992	1,260
5021-001-320 Office/Computer Supplies	728	1,136	3,503	3,500	945	1,890	3,000
5021-001-330 Janitorial Supplies	20	3,282	2,448	1,200	1,980	3,959	1,200
5021-001-350 Tools/Equipment (under $1,000)	23,696	13,760	12,291	23,000	13,415	26,830	23,000
5021-001-410 Meeting Expense	643	838	1,004	1,785	1,139	2,277	1,785
5021-001-420 Utilities	8,400	10,464	12,437	11,025	7,036	13,061	12,000
5021-001-430 Uniform Allowance	742	16,341	16,199	8,820	3,064	12,123	8,800
5021-001-440 Training Expense	46,461	75,979	83,896	190,000	31,186	62,372	170,000
5021-001-450 Publications & Dues	4,153	4,616	5,559	2,200	4,802	7,017	5,500
5021-001-460 Postage	-	184	77	700	-	-	200
5021-001-660 Other Expenses	2,863	6,116	16,777	5,700	9,305	18,611	5,700
TOTAL OTHER EXPENSES	882,310	1,321,575	1,850,086	885,225	283,326	562,035	870,185
CAPITAL OUTLAY							
5021-001-720 Automotive Equipment	61,482	928,845	282,360	-	-	-	-
5021-001-730 Other Mach/Equip (over $1,000)	101,752	63,331	29,277	-	3,398	6,796	-
5021-001-740 Computer Equip (over $1,000)	-	-	140	-	1,770	3,540	-
TOTAL CAPITAL OUTLAY	163,234	992,175	311,777	-	5,168	10,337	-
TOTAL MEASURE I FIRE DEPARTMENT	**2,078,755**	**3,540,456**	**3,686,161**	**2,946,390**	**1,416,623**	**2,702,596**	**3,171,982**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEET
MEASURE I
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
STREET MAINTENANCE								
005 5030-030-010	Salaries, Regular	48,874	62,901	56,764	140,736	14,023	57,384	153,979
005 5030-030-030	Salaries, Overtime	-	-	-	-	-	-	-
005 5030-030-090	Benefits	39,864	56,595	38,086	117,015	10,970	39,150	125,095
005 5030-030-110	Vehicle Maintenance	-	-	-	8,000	909	5,092	7,000
005 5030-030-120	Building/Grounds Maint	-	-	-	-	-	-	-
005 5030-030-190	Other Equipment Maint	-	-	-	7,000	-	-	6,000
005 5030-030-230	Professional/Temp Service	-	-	-	-	-	-	-
005 5030-030-260	Rent of Property & Equipment	-	-	-	-	-	-	-
005-5030-030-320	Office/Computer Supplies	-	218	-	-	-	-	-
005 5030-030-340	Maint & Repair Materials	52	273	-	3,000	-	175	2,000
005 5030-030-350	Tools/Equipment (under $1,000)	197	365	(395)	2,000	-	-	1,500
005 5030-030-420	Utilities	-	-	-	-	-	-	-
005 5030-030-430	Uniform Allowance	2,193	1,702	900	2,500	675	1,351	2,500
005 5030-030-440	Training Expense	-	2,600	-	1,000	-	-	800
005 5030-030-720	Automotive Equipment	-	-	-	45,000	66,790	110,261	-
005 5030-030-740	Computer Equip (over $1,000)	-	-	-	-	-	-	-
TOTAL MEASURE I STREET MAINTENANCE		**91,179**	**124,654**	**95,355**	**326,251**	**93,367**	**213,413**	**298,874**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEET
MEASURE I
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET	YOY BUDGET CHANGE
LITTER ABATEMENT									
005 5030-047-110	Vehicle Maintenance	51	-	-	-	-	-	-	0.0%
005 5030-047-230	Professional/Temp Service	123,154	203,988	139,245	-	18,096	18,096	-	0.0%
005 5030-047-260	Rent of Property & Equipment	266	-	-	-	-	-	-	0.0%
005 5030-047-350	Tools/Equipment (under $1,000)	422	-	-	-	-	-	-	0.0%
005 5030-047-730	Other Mach/Equip (over $1000)	14,892	-	-	-	-	-	-	0.0%
TOTAL MEASURE I LITTER ABATEMENT		**138,785**	**203,988**	**139,245**	**-**	**18,096**	**18,096**	**-**	**0.0%**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
TRAIL MAINTENANCE (MEASURE R)
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
TRAIL MAINTENANCE							
PERSONNEL SERVICES							
005 5030-048-010 Salaries, Regular	-	-	-	43,320	-	19,080	43,320
005 5030-048-020 Salaries, Part-time	-	-	-	35,360	6,567	13,134	35,360
005 5030-048-090 Benefits	-	-	-	37,007	2,941	5,881	37,007
TOTAL PERSONNEL SERVICES	-	-	-	115,687	9,508	38,095	115,687
OTHER EXPENSES							
005 5030-048-120 Building/Grounds Maint	-	-	-	-	-	2,668	27,313
005 5030-048-350 Tools/Equipment (under $1000)	-	-	-	10,000	-	3,427	7,000
TOTAL OTHER EXPENSES	-	-	-	10,000	-	6,095	34,313
CAPITAL OUTLAY							
005 5030-048-730 Other Mach/Equipment (over $1000	-	-	-	24,313	18,081	18,081	-
TOTAL CAPITAL OUTLAY	-	-	-	24,313	18,081	18,081	-
TOTAL TRAIL MAINTENANCE	**-**	**-**	**-**	**150,000**	**27,589**	**62,271**	**150,000**

AMERICAN RESCUE PLAN ACT

ANNUAL BUDGET



FY 2026/2027

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEET
AMERICAN RESCUE PLAN ACT
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROSED FY 2026/27 BUDGET
AMERICAN RESCUE PLAN ACT								
006 4210	Transfers from Other Funds	-	-	-	-	-	-	-
006 4220	Transfer to Other Funds	(3,283,386)	(2,531,934)	(1,033,006)	(6,713,919)	(560,236)	(5,774,033)	(854,761)
NET TRANSFERS		(3,283,386)	(2,531,934)	(1,033,006)	(6,713,919)	(560,236)	(5,774,033)	(854,761)
006 4517	Federal Grants	6,090,051	3,221,931	1,134,742	7,153,868	-	5,849,102	871,753
006 4601	Interest on Investments	138,112	312,284	258,209	100,000	80,796	121,566	100,000
004 4999	Other Revenue	-	-	-	-	-	-	-
TOTAL REVENUE		6,228,163	3,534,215	1,392,951	7,253,868	80,796	5,970,668	971,753

CITY OF PORTERVILLE
BUDGET WORKSHEETS
AMERICAN RESCUE PLAN ACT
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
AMERICAN RESCUE PLAN ACT							
PERSONNEL SERVICES							
5060-001-010 Salaries, Regular	2,096,573	151,354	35,409	-	-	-	-
5060-001-030 Salaries, Overtime	-	173	76	-	-	-	-
5060-001-050 Salaries, COVID-19	89,586	25,770	-	-	-	-	-
5060-001-090 Benefits	186,337	59,444	26,785	-	-	-	-
TOTAL PERSONNEL SERVICES	2,372,496	236,742	62,270	-	-	-	-
OTHER EXPENSES							
5060-001-140 Computer Equipment Maint	-	-	16,151	-	-	33,771	-
5060-001-230 Professional/Temp Services	6,975	274,154	-	-	-	-	-
5060-001-350 Tools/Equipment (under $1000)	22,417	-	2,590	3,000	2,222	3,262	-
5060-001-410 Meeting Expenses	40	-	-	-	-	-	-
5060-001-490 Special Consumables	-	-	-	-	-	-	-
5060-001-660 Other Expenses	250,000	721	256	-	-	142	-
TOTAL OTHER EXPENSES	279,432	274,875	18,998	3,000	2,222	37,175	-
CAPITAL OUTLAY							
5060-001-720 Automotive Equip (over $1000)	-	20,071	-	50,000	-	-	-
5060-001-730 Other Mach/Equip (over $1000)	154,737	158,308	20,468	44,334	22,925	32,479	16,992
TOTAL CAPITAL OUTLAY	154,737	178,380	20,468	94,334	22,925	32,479	16,992
TOTAL AMERICAN RESCUE PLAN ACT	**2,806,665**	**689,997**	**101,736**	**97,334**	**25,147**	**69,654**	**16,992**

CDBG

ANNUAL BUDGET

FY 2026/2027

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
COMMUNTIY DEVELOPMENT BLOCK GRANT
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
COMMUNITY DEVELOPMENT BLOCK GRANT								
019 4220	Transfers to Other Funds	(1,123,992)	(1,401,267)	(1,362,487)	(2,405,654)	(243,612)	(1,412,306)	(1,490,000)
NET TRANSFERS		(1,123,992)	(1,401,267)	(1,362,487)	(2,405,654)	(243,612)	(1,412,306)	(1,412,306)
019 4516	State Grants	725,101	480,833	708,696	1,019,058	-	-	1,319,058
019 4517	Federal Grants	530,614	708,921	910,201	739,428	-	653,932	655,291
019 4601	Interest on Investments	83,378	66,146	71,795	45,000	31,060	62,120	55,000
019 4998	Penalties	259	144	138	200	124	248	250
019 4999	Other Revenues	-	-	-	1,900,000	-	-	1,900,000
TOTAL REVENUE		1,339,352	1,256,044	1,690,830	3,703,686	31,184	716,300	3,929,599

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
COMMUNITY DEVELOPMENT BLOCK GRANT
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
COMMUNITY DEVELOPMENT BLOCK GRANT								
019 5030-025-010	Salaries, Regular	93,421	90,448	87,635	111,426	40,451	85,901	101,500
019 5030-025-030	Salaries, Overtime	-	-	-	-	77	77	-
019 5030-025-090	Benefits	55,617	56,167	42,563	71,168	23,733	49,466	65,500
019 5030-025-210	Advertising	1,426	1,905	1,654	2,000	1,464	2,427	2,000
019 5030-025-220	Printing/Copying	262	-	112	300	-	-	300
019 5030-025-230	Professional/Temp Service	9,420	9,980	1,995	15,000	6,700	9,400	18,000
019 5030-025-320	Office/Computer Supplies	103	111	131	300	-	145	250
019 5030-025-410	Meeting Expense	217	12	-	500	-	-	400
019 5030-025-430	Uniform Allowance	-	-	60	-	-	-	-
019 5030-025-440	Training Expense	-	341	943	1,000	-	250	1,000
019 5030-025-450	Publication and Dues	615	803	392	1,000	375	755	1,000
019 5030-025-460	Postage	456	483	486	541	62	390	500
019 5030-025-620	Debt Redemption	55,522	-	-	-	-	-	-
019 5030-025-660	Other Expense	-	-	-	-	-	-	-
TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT		**217,058**	**160,250**	**135,971**	**203,235**	**72,861**	**148,811**	**190,450**

TRANSIT

ANNUAL BUDGET



FY 2026/2027

CITY OF PORTERVILLE
TRANSPORTATION REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
TRANSIT								
020 4210	Transfers from other funds	-	-		-	-	-	-
020 4220	Transfers to other funds	(1,781,499)	(6,725)	(2,071,776)	(17,333,000)	(2,008,416)	(7,861,003)	(8,706,074)
NET TRANSFERS		(1,781,499)	(6,725)	(2,071,776)	(17,333,000)	(2,008,416)	(7,861,003)	(8,706,074)
020 4502	Sales Tax, Measure R	14,167	-	-	170,000	-	-	170,000
020 4508	State Gasoline Tax - 325 LTF	346,500	-	3,620,348	4,134,325	-	4,134,325	1,516,137
020 4509	State Gasoline Tax - STAF	1,312,074	-	925,602	812,002	-	957,254	812,002
020 4516	State Grants	-	(205,821)	80,006	9,227,200	657,304	1,115,584	8,413,000
020 4517	Federal Grants	1,297,031	-	2,755,618	10,089,200	1,711,765	10,514,733	3,525,085
020 4518	County Reimbursements	-	(298,224)	115,984	-	52,833	58,566	-
020 4601	Interest on Investments	1,211	375	2,227	3,000	-	-	8,000
020 4607	Rent of Buildings	-	-	-	-	-	-	-
020 4609	Rent of Equipment	-	-	-	-	-	-	-
020 4822	Fuel Sales	4,845	11,196	113,530	11,500	22,588	237,483	240,102
020 4825	Transit Services/TCRTA	1,076,783	1,365,438	(1,467)	-	-	-	-
020 4890	Vending/Pay Phone/Parking	-	-	-	-	-	-	-
020 4891	Advertisements	-	-	-	-	-	-	-
020 4896	Transit Ticket Sales	190,253	-	125,082	675,000	44,640	192,231	415,000
020 4992	Sale of Personal Property	2,873	7,458	3,323	3,322	-	-	-
020 4995	Reimbursements and refunds	4,474	-	35,466	-	-	-	-
020 4998	Penalties	-	-	-	-	700	1,450	-
020 4999	Other Revenues	-	-	1,181	500	-	-	-
TOTAL REVENUE		4,250,211	880,421	7,776,900	25,126,049	2,489,830	17,211,626	15,099,326

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
TRANSIT ADMINISTRATION								
020 5011-070-010	Salaries, Regular	14,786	18,438	258,559	414,509	181,837	363,675	316,085
020 5011-070-020	Salaries, Part-time	-	-	-	-	-	-	-
020 5011-070-030	Salaries, Overtime	-	-	102	-	-	-	-
020 5011-070-040	Car Allowance	-	1,000	4,200	4,080	-	-	-
020 5011-070-090	Benefits	8,513	11,971	133,293	239,974	113,479	226,957	204,337
020-5011-070-110	Vehicle Maintenace	-	-	18,246	1,500	2,645	3,745	2,500
020 5011-070-120	Building/Grounds Maintenance	3,427	2,705	28,158	5,000	11,975	23,951	15,000
020 5011-070-140	Computer Equipment Maintenance	1,843	73	1,911	5,000	690	1,380	1,380
020 5011-070-190	Other Equipment Maintenance	-	266	33,752	-	-	1,286	-
020 5011-070-210	Advertising	-	978	2,011	300,000	-	671	5,000
020 5011-070-220	Printing/Copying	-	-	7,239	5,000	1,095	6,309	5,000
020 5011-070-230	Professional/Temp Service	-	89,305	201,538	130,000	96,510	193,020	130,000
020 5011-070-250	Contract Services(Administration)	-	-	-	-	-	-	-
020 5011-070-260	Rent of property & Equipment	-	219	1,003	600	1,944	2,827	1,000
020 5011-070-280	Administrative Expense	-	-	-	61,859	-	-	58,950
020 5011-070-320	Office/Computer Supplies	-	270	2,048	5,000	1,917	3,834	5,000
020 5011-070-330	Janitorial Supplies	-	-	-	-	-	997	1,000
020 5011-070-350	Tools/Equipment (under $1,000)	-	5,862	2,435	-	3,500	6,999	5,000
020 5011-070-410	Meeting Expense	89	62	3,473	5,000	904	1,809	4,000
020 5011-070-420	Utilities	71,340	69,275	60,551	65,000	27,302	61,925	63,000
020 5011-070-440	Training Expense	-	650	5,528	5,000	9,209	15,823	5,000
020 5011-070-450	Publication and Dues	-	1,055	3,605	10,000	1,025	1,605	4,000
020 5011-070-520	Insurance, Liability	139,336	310,990	336,567	350,000	170,981	341,963	350,000
020 5011-070-540	Insurance, Property	-	-	-	30,000	-	-	30,000
020 5011-070-660	Other Expense	-	-	10,049	15,000	257	2,405	10,000
020 5011-070-710	Office Equipment (over $1000)	-	-	-	-	5,460	10,921	-
020-5011-070-720	Automotive Equipment	-	-	54,163	-	-	-	-
020 5011-070-730	Other Mach/Equipment (over $1000)	-	4,700	3,757	-	-	189	-
020 5011-070-740	Computer Equipment (over $1000)	-	3,705	7,834	5,000	-	-	-
TOTAL TRANSIT ADMINISTRATION		**239,334**	**521,524**	**1,180,022**	**1,657,523**	**630,732**	**1,272,289**	**1,216,252**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
ADA PARATRANSIT ON DEMAND (Woodlake)								
020 5011-075-110	Vehicle Maintenance	18,508	25,191	789	-	-	-	-
020 5011-075-230	Professional/Temp Service	-	-	-	-	-	-	-
020 5011-075-250	Contract Services	-	-	-	-	-	-	-
020 5011-075-660	Other Expense	-	-	-	-	-	-	-
020 5011-075-720	Automotive Equip (over $1,000)	-	-	-	-	-	-	-
020 5011-075-730	Other Mach/Equip (over $1,000)	-	-	-	-	-	-	-
TOTAL ADA PARATRANSIT ON DEMAND (Woodlake)		**18,508**	**25,191**	**789**	**-**	**-**	**-**	**-**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
ADA PARATRANSIT ON DEMAND								
020 5011-080-110	Vehicle Maintenance	32,849	22,850	67,852	65,000	39,247	78,493	90,000
020 5011-080-230	Professional/Temp Service	-	-	-	-	-	-	-
020 5011-080-250	Contract Services	-	-	404,285	375,000	199,514	526,083	472,000
020 5011-080-660	Other Expense	-	-	-	-	-	-	-
020 5011-080-720	Automotive Equip (over $1,000)	-	-	-	-	-	-	-
020 5011-080-730	Other Mach/Equip (over $1,000)	-	-	-	-	-	-	-
TOTAL ADA PARATRANSIT ON DEMAND		**32,849**	**22,850**	**472,137**	**440,000**	**238,760**	**604,576**	**562,000**
MICRO TRANSIT ON DEMAND								
020 5011-085-110	Vehicle Maintenance	126,845	220,607	136,465	135,000	66,226	151,504	205,000
020 5011-085-190	Other Equipment Maintenance	-	-	-	-	-	-	-
020 5011-085-250	Contract Services	-	-	1,170,011	1,100,000	474,713	1,201,174	1,200,000
020 5011-085-720	Automotive Equip (over $1,000)	-	-	-	-	-	-	-
020 5011-085-730	Other Mach/Equip (over $1,000)	-	-	-	-	-	-	-
TOTAL MICRO TRANSIT ON DEMAND		**126,845**	**220,607**	**1,306,476**	**1,235,000**	**540,940**	**1,352,678**	**1,405,000**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
TRANSIT FIXED ROUTE								
020 5011-090-010	Salaries, Regular	-	-	-	-	-	-	-
020 5011-090-090	Benefits	-	-	-	-	-	-	-
020 5011-090-110	Vehicle Maintenance	664,381	714,677	947,775	1,000,000	362,123	724,246	710,000
020 5011-090-190	Other Equipment Maintenance	759	-	-	-	-	-	-
020 5011-090-230	Professional/Temp Service	-	-	-	-	-	-	-
020 5011-090-250	Contract Services	-	-	2,951,947	2,600,000	1,080,846	2,490,979	2,500,000
020 5011-090-350	Tools/Equipment under $1000	-	-	-	-	-	-	-
020 5011-090-660	Other Expense	-	-	-	-	-	-	-
020 5011-090-720	Automotive Equip (over $1,000)	-	-	-	-	-	-	-
020 5011-090-730	Other Mach/Equip (over $1,000)	-	-	-	-	-	-	-
TOTAL TRANSIT FIXED ROUTE		**665,140**	**714,677**	**3,899,722**	**3,600,000**	**1,442,969**	**3,215,225**	**3,210,000**
Operations Total		1,082,676	1,504,850	6,858,357	6,932,523	2,853,401	6,444,769	6,393,252

SAFETY GRANTS

ANNUAL BUDGET

FY 2026/2027

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
SPECIAL SAFETY GRANTS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	POPOSED FY 2026/27 BUDGET
SPECIAL SAFETY GRANTS								
025-4220	Transfers to Other Funds	(2,837)	-	-	-	-	-	-
NET TRANSFERS		(2,837)	-	-	-	-	-	-
025 4601	Interest on Investments	760	284	6	100	1,669	3,338	500
025 4515	Grants - Miscellaneous	50,000	81,561	139,740	35,824	-	33,854	35,824
025 4516	State grants	211,609	186,159	293,700	206,533	141,944	201,039	206,563
025 4517	Federal grants	453,348	449,482	782,082	95,000	34,425	104,473	95,000
025 4811	Police Services	467	-	-	-	-	-	-
025 4811.9	PD Explorers Revenue	-	-	-	100	50	100	100
025 4994	Contributions	30	5,000	3,500	8,000	8,000	19,510	5,000
TOTAL REVENUE		716,214	722,485	1,219,029	345,557	186,088	362,314	342,987

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
COPS GRANT
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
COPS GRANT							
PERSONNEL SERVICES							
5020-005-010 Salaries, Regular	113,721	98,809	86,520	115,184	55,515	111,031	118,555
5020-005-030 Salaries, Overtime	8,063	4,978	4,243	-	2,509	5,018	-
5020-005-090 Benefits	71,381	75,911	64,729	88,217	41,155	82,311	87,556
TOTAL PERSONNEL SERVICES	193,164	179,698	155,492	203,401	99,179	198,359	206,111
OTHER OPERATING COSTS							
5020-005-440 Training Expense	(363)	-	-	-	-	-	-
TOTAL OTHER OPERATING COSTS	(363)	-	-	-	-	-	-
TOTAL COPS GRANT	**192,801**	**179,698**	**155,492**	**203,401**	**99,179**	**198,359**	**206,111**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
TULARE COUNTY AUTO THEFT GRANT
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
TULARE COUNTY AUTO THEFT GRANT							
OTHER EXPENSES							
5020-009-660 Other Expense	13,560	11,824	11,824	-	4,927	11,824	11,824
TOTAL OTHER EXPENSES	13,560	11,824	11,824	-	4,927	11,824	11,824
CAPTIAL OUTLAY							
5020-009-720 Automotive Equipment	-	-	46,515	-	-	-	-
5020-009-730 Other Machinery/Equip	-	48,971	-	35,824	12,000	24,000	24,000
TOTAL CAPITAL OUTLAY	-	48,971	46,515	35,824	12,000	24,000	24,000
TOTAL TULARE COUNTY AUTO THEFT GRANT	**13,560**	**60,795**	**58,340**	**35,824**	**16,927**	**35,824**	**35,824**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
OTS GRANT
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
OTS GRANT							
PERSONNEL SERVICES							
5020-011-020 Salaries, Part-time	-	-	-	-	160	321	-
5020-011-030 Salaries, Overtime	40,048	57,781	44,393	80,000	35,564	71,128	80,000
5020-011-090 Benefits	4,288	5,963	4,947	11,000	16,333	32,667	11,000
TOTAL PERSONNEL SERVICES	44,336	63,743	49,340	91,000	52,058	104,115	91,000
OTHER EXPENSES							
5020-011-440 Training Expenses	3,385	136	7,724	4,000	-	-	4,000
5020-011-660 Other Expenses	722	1,599	814	-	179	358	-
TOTAL OTHER EXPENSES	4,107	1,735	8,538	4,000	179	358	4,000
CAPITAL OUTLAY							
5020-011-730 Other Machinery/Equip	-	4,490	4,315	-	-	-	-
TOTAL CAPITAL OUTLAY	-	4,490	4,315	-	-	-	-
TOTAL OTS GRANT	**48,443**	**69,968**	**62,194**	**95,000**	**52,237**	**104,473**	**95,000**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
CRIME PREVENTION
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
CRIME PREVENTION							
OTHER EXPENSES							
5020-014-430 Uniform Allowance	1,761	-	-	-	-	-	-
5020-014-660 Other Expenses	4,076	5,000	3,500	8,000	15,980	19,510	5,000
TOTAL OTHER EXPENSES	5,836	5,000	3,500	8,000	15,980	19,510	5,000
TOTAL CRIME PREVENTION	**5,836**	**5,000**	**3,500**	**8,000**	**15,980**	**19,510**	**5,000**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
OFFICER WELLNESS AND MENTAL HEALTH GRANT
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
OFFICER WELLNESS AND MENTAL HEALTH GRANT							
OTHER OPERATING COSTS							
5020-019-230 Professional/Temp Services	-	10,779	-	3,132	-	-	-
5020-019-440 Training Expense	862	6,938	975	-	-	-	-
5020-019-660 Other Expenses	-	-	-	-	-	-	-
5020-019-730 Other Mach/Equp (over $1,000)	-	23,651	-	-	2,680	2,680	452
TOTAL OTHER OPERATING COSTS	862	41,368	975	3,132	2,680	2,680	452
TOTAL OFFICER WELLNESS AND METAL HEALTH GRANT	**862**	**41,368**	**975**	**3,132**	**2,680**	**2,680**	**452**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
PET PANTRY & PEST CONTROL PROGRAM GRANT
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
PET PANTRY & PEST CONTROL PROGRAM GRANT							
OTHER OPERATING COSTS							
5020-020-660 Other Expenses	-	18,497	63,064	-	-	-	-
TOTAL OTHER OPERATING COSTS	-	18,497	63,064	-	-	-	-
TOTAL PET PANTRY & PEST CONTROL PROG GRANT	**-**	**18,497**	**63,064**	**-**	**-**	**-**	**-**
UC DAVIS SPAY/NEUTER							
OTHER OPERATING COSTS							
5020-021-230 Professional/Temp Service	-	1,665	86,335	-	-	-	-
5020-021-350 Tools/Equipment (under $1,000)	-	-	1,740	-	-	-	-
TOTAL OTHER OPERATING COSTS	-	-	88,075	-	-	-	-
TOTAL PET PANTRY & PEST CONTROL PROG GRANT	**-**	**1,665**	**88,075**	**-**	**-**	**-**	**-**

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
SAFER GRANT
FISCAL YEAR 2026/27

ACCT# ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
SAFER GRANT							
PERSONNEL SERVICES							
5021-004-010 Salaries, Regular	255,290	380,599	285,684	-	-	-	-
5021-004-030 Salaries, Overtime	-	-	-	-	-	-	-
5021-004-090 Benefits	117,348	191,889	140,564	-	-	-	-
TOTAL PERSONNEL SERVICES	372,638	572,488	426,248	-	-	-	-
TOTAL SAFER GRANT	**372,638**	**572,488**	**426,248**	**-**	**-**	**-**	**-**

SEWER

ANNUAL BUDGET

FY 2026/2027

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
SEWER OPERATING FUND								
030 4210	Transfers from Other Funds	-	-	-	-	-	-	-
030 4220	Transfers to Other Funds	(13,510,520)	-	-	(1,030,000)	-	(1,000,000)	(1,530,000)
NET TRANSFERS		(13,510,520)	-	-	(1,030,000)	-	(1,000,000)	(1,530,000)
030 4005	Assessments	245,375	245,962	242,698	240,000	131,972	235,745	240,000
030 4601	Interest on Investments	32,094	45,819	127,818	50,000	97,627	185,255	110,000
030 4606	Rent of Land - Agricultural	152,415	101,830	94,604	95,000	47,302	94,604	95,000
030 4871	Sewer Service Charges	6,454,416	7,976,816	11,611,513	11,540,000	6,381,096	12,321,866	12,509,360
030 4872	Sewer Dumping Charges	70,233	198,256	157,102	150,000	35,831	103,093	125,000
030 4875	Lab Service Charges	355,835	285,257	248,917	220,000	141,485	256,151	245,000
030 4899	Other Service Charges	4,880	4,880	4,609	4,200	2,064	4,129	4,200
030 4991	Sale of Real Property	89,564	-	-	-	-	-	-
030 4998	Penalties	96,037	115,167	169,989	120,000	88,281	176,561	145,000
030 4999	Other Revenues	7,091	8,334	9,220	9,500	2,787	5,574	8,500
TOTAL REVENUE		7,507,939	8,982,320	12,666,471	12,428,700	6,928,446	13,382,978	13,482,060

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
SEWER OPERATING FUND								
030 5030-060-010	Salaries, Regular	194,475	224,471	243,997	264,710	118,069	236,138	270,004
030 5030-060-020	Salaries, Part-time	-		-	-	-	-	-
030 5030-060-030	Salaries, Overtime	11,178	11,303	15,990	18,025	9,207	18,415	18,385
030 5030-060-090	Benefits	125,844	157,167	143,431	174,773	76,207	152,413	178,268
030 5030-060-110	Vehicle Maintenance	203,404	223,926	220,078	216,240	137,832	297,889	305,300
030 5030-060-120	Building/Grounds Maint	6,837	8,357	11,968	8,000	3,274	11,780	10,500
030 5030-060-140	Computer Equipment Maint	3,343	4,539	5,310	6,000	3,868	6,162	6,250
030 5030-060-190	Other Equipment Maint	31,417	32,104	38,588	35,540	18,422	36,843	35,560
030 5030-060-220	Printing/Copying	11,071	12,386	10,201	10,000	4,686	10,371	10,000
030 5030-060-230	Professional/Temp Service	23,632	2,898	11,626	25,000	5,127	8,069	10,000
030 5030-060-260	Rent of Property & Equipmt	-	-	1,323	-	793	1,585	1,600
030 5030-060-280	Administrative Expense	141,146	163,191	230,976	230,581	125,380	240,894	242,677
030 5030-060-320	Office/Computer Supplies	2,614	2,500	2,511	3,000	550	1,099	2,500
030 5030-060-340	Maint and Repair Materials	33,002	29,294	64,314	71,800	17,235	45,469	65,800
030 5030-060-350	Tools/Equipment (under $1,000)	6,009	1,723	723	5,000	408	815	4,000
030 5030-060-410	Meeting Expense	126	52	-	500	-	50	100
030 5030-060-420	Utilities	93,585	116,415	110,430	98,800	54,577	119,506	119,000
030 5030-060-430	Uniform Allowance	1,573	1,556	1,457	2,000	621	1,905	2,000
030 5030-060-440	Training Expense	-	663	288	1,000	-	-	-
030 5030-060-450	Publication and Dues	1,096	9,280	2,791	9,500	1,553	1,855	2,500
030 5030-060-460	Postage	37,892	59,145	52,513	51,000	23,800	54,324	52,000
030 5030-060-520	Insurance, Liability	26,400	36,978	36,978	47,604	23,802	47,604	47,604
030 5030-060-620	Debt Redemption/Fiscal Chgs	918,620	723,732	612,736	697,595	334,939	669,877	669,877
030 5030-060-650	Depreciation Expense	45,000	45,000	45,000	45,000	22,500	45,000	45,000
030 5030-060-660	Other Expense	4,025	4,465	4,787	5,000	1,894	4,788	5,000
030 5030-060-670	Franchise Fee	332,727	332,727	332,727	332,727	166,365	332,727	332,727
030 5030-060-710	Office Equipment (over $1000)	-	-	-	-	-	1,302	-
030 5030-060-730	Other Mach/Equip (over $1000)	19,180	-	16,519	-	78,112	1,116	-
TOTAL SEWER OPERATING FUND		**2,274,195**	**2,203,871**	**2,217,261**	**2,359,395**	**1,229,219**	**2,347,997**	**2,436,652**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
WATER CONSERVATION PLANT								
030 5030-065-010	Salaries, Regular	396,213	423,641	470,288	487,190	240,293	480,586	496,933
030 5030-065-030	Salaries, Overtime	24,654	22,509	21,286	25,750	10,344	20,688	26,265
030 5030-065-090	Benefits	276,526	340,059	321,168	384,076	164,277	328,554	391,757
030 5030-065-110	Vehicle Maintenance	132,718	162,303	170,596	170,184	100,611	210,288	194,200
030 5030-065-120	Building/Grounds Maint	29,860	35,140	26,600	30,000	18,914	27,828	30,000
030 5030-065-140	Computer Equipment Maintenance	11,140	9,121	3,488	6,000	2,120	4,240	5,500
030 5030-065-190	Other Equipment Maint	69,046	21,577	14,132	60,000	7,111	13,111	20,000
030 5030-065-220	Printing/Copying	739	765	384	800	25	250	700
030 5030-065-230	Professional/Temp Service	449,232	483,422	566,715	576,900	380,623	540,841	576,900
030 5030-065-260	Rent of Property & Equipmt	30,984	30,383	31,922	32,000	16,320	32,780	33,000
030 5030-065-280	Administrative Expense	564,296	651,876	910,597	899,300	491,819	963,574	970,708
030 5030-065-320	Office/Computer Supplies	3,639	3,739	3,013	4,000	2,006	4,013	4,000
030 5030-065-330	Janitorial Supplies	71	-	-	-	-	-	-
030 5030-065-340	Maint and Repair Materials	77,611	150,446	79,945	150,000	11,395	60,481	150,000
030 5030-065-350	Tools/Equipment (under $1,000)	5,504	6,249	3,814	6,000	1,291	3,582	5,500
030 5030-065-410	Meeting Expense	-	-	-	500	-	50	500
030 5030-065-420	Utilities	664,188	662,298	697,949	675,500	348,277	771,259	755,000
030 5030-065-430	Uniform Allowance	5,692	7,363	6,995	7,000	2,845	5,691	7,000
030 5030-065-440	Training Expense	1,384	2,873	-	3,000	388	776	3,000
030 5030-065-450	Publication and Dues	2,972	4,821	3,819	5,000	4,041	4,741	5,000
030 5030-065-460	Postage	41	35	51	100	33	66	100
030 5030-065-490	Special Consumables	163,576	167,475	151,382	185,000	104,070	208,141	195,000
030 5030-065-620	Debt Redemption/Fiscal Chgs	631,137	437,908	328,717	328,321	152,270	304,539	304,539
030 5030-065-650	Depreciation Expense	125,000	125,000	125,000	125,000	62,498	125,000	125,000
030 5030-065-660	Other Expense	-	-	-	1,000	-	-	-
030 5030-065-710	Office Equipment (over $1,000)	-	-	-	-	-	1,302	-
030 5030-065-720	Automotive Equip (over $1,000)	-	-	-	-	-	-	-
030 5030-065-730	Other Mach/Equip (over $1,000)	69,134	7,105	-	60,000	4,317	7,567	10,000
TOTAL WATER CONSERVATION PLANT		**3,735,356**	**3,756,108**	**3,937,862**	**4,222,621**	**2,125,890**	**4,119,949**	**4,310,602**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
INDUSTRIAL PRE-TREATMENT								
030 5030-066-010	Salaries, Regular	37,582	42,052	43,895	45,423	21,725	43,450	46,331
030 5030-066-090	Benefits	20,712	25,048	21,615	26,857	12,334	24,668	27,394
030 5030-066-110	Vehicle Maintenance	8,599	10,999	15,542	14,550	8,882	17,764	16,550
030 5030-066-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
030 5030-066-190	Other Equipment Maint	-	4,774	2,523	3,000	1,002	2,004	3,000
030 5030-066-230	Professional/Temp Service	3,889	5,568	4,822	6,500	1,875	3,750	5,500
030 5030-066-340	Maint and Repair Materials	-	-	-	500	-	-	400
030 5030-066-350	Tools/Equipment (under $1,000)	250	67	-	300	-	-	300
030 5030-066-420	Utilities	2,075	2,134	1,915	2,100	1,060	1,928	2,100
030 5030-066-440	Training Expense	245	-	-	-	150	150	200
030 5030-066-450	Publication and Dues	603	515	345	700	251	365	500
030 5030-066-520	Insurance, Liability	2,100	2,942	2,942	3,787	1,891	3,782	3,787
030 5030-066-660	Other Expense	-	-	-	-	-	-	-
030 5030-066-730	Other Mach/Equip (over $1,000)	-	-	-	-	-	-	-
TOTAL INDUSTRIAL PRE-TREATMENT		**76,055**	**94,099**	**93,599**	**103,717**	**49,170**	**97,861**	**106,062**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
LABORATORY								
030 5030-068-010	Salaries, Regular	212,860	229,737	232,038	239,166	108,534	217,068	243,949
030 5030-068-020	Salaries, Part-time	485	-	-	-	-	-	-
030 5030-068-030	Salaries, Overtime	1,268	635	1,284	1,030	1,091	2,182	1,050
030 5030-068-090	Benefits	131,713	152,046	130,789	154,381	65,754	131,508	157,468
030 5030-068-110	Vehicle Maintenance	55	80	135	500	66	550	500
030 5030-068-120	Building/Grounds Maint	1,611	4,566	5,299	5,000	3,297	6,595	15,000
030 5030-068-190	Other Equipment Maint	28,782	36,274	25,068	30,000	11,183	22,366	30,000
030 5030-068-220	Printing/Copying	446	406	132	500	16	120	400
030 5030-068-230	Professional/Temp Service	1,016	5,545	11,041	12,200	4,424	10,847	12,200
030 5030-068-260	Rent of Property & Equipmt	4,640	2,851	-	2,500	-	-	1,500
030 5030-068-320	Office/Computer Supplies	2,924	2,014	3,214	3,000	1,251	2,502	3,000
030 5030-068-340	Maint and Repair Materials	-	-	-	-	-	-	-
030 5030-068-350	Tools/Equipment (under $1,000)	1,290	16	362	1,000	613	613	1,000
030 5030-068-420	Utilities	25,462	25,257	22,880	26,000	12,465	22,143	25,000
030 5030-068-430	Uniform Allowance	568	606	555	600	341	681	600
030 5030-068-440	Training Expense	1,567	100	1,312	1,000	-	75	1,000
030 5030-068-450	Publication and Dues	15,327	3,054	15,729	15,000	700	6,476	15,000
030 5030-068-460	Postage	140	102	65	200	23	46	150
030 5030-068-490	Special Consumables	78,360	63,627	49,222	65,000	21,371	53,399	65,000
030 5030-068-520	Insurance, Liability	4,200	5,882	5,882	7,572	3,786	7,572	7,572
030 5030-068-660	Other Expense	540	751	703	1,000	359	718	1,000
030 5030-068-730	Othe Machinery/Equipment	9,457	-	1,623	-	-	-	-
TOTAL LABORATORY		**522,709**	**533,549**	**507,334**	**565,649**	**235,274**	**485,461**	**581,389**

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
SEWER REVOLVING								
082 4210	Transfers from Other Funds	13,420,955	-	-	1,000,000	-	1,000,000	1,500,000
082 4220	Transfers to Other Funds	(14,986,747)	(446,123)	(1,110,313)	(5,686,328)	(1,519,899)	(2,775,156)	(5,248,558)
NET TRANSFERS		(1,565,791)	(446,123)	(1,110,313)	(4,686,328)	(1,519,899)	(1,775,156)	(3,748,558)
082 4601	Interest on Investments	200,703	223,964	220,666	220,000	78,856	171,059	200,000
082 4891	Service Connection Fees	22,752	13,479	55,109	25,000	6,499	15,997	25,000
082 4892	Acreage Fees - Developers	105,916	123,249	98,322	110,000	52,226	118,311	115,000
082 4897	Interdepartmental Serv Charges	227,646	227,225	237,013	236,000	128,709	331,826	305,000
082 4995	Reimbursements & Refunds	65,905	-	-	-	-	-	-
TOTAL REVENUE		622,922	587,917	611,110	591,000	266,289	637,193	645,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
SEWER REVOLVING - EQUIPMENT REPLACEMENT								
082 5030-095-720	Automotive Equipment	-	-	739,007	-	-	-	-
082 5030-095-730	Other Machinery/Equipment	103,750	179,245	49,656	22,500	2,851	2,851	28,500
082 5030-095-740	Computer Equipment	-	-	-	-	-	-	-
TOTAL SEWER REVOLVING - EQUIPMENT REPL.		**103,750**	**179,245**	**788,663**	**22,500**	**2,851**	**2,851**	**28,500**

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
WASTEWATER TREATMENT CAPITAL RESERVE								
086 4210	Transfers from Other Funds	89,564	-	-	-	-	-	-
086 4220	Transfers to Other Funds	(308,012)	(79,805)	(479,017)	(6,913,575)	(3,234)	(7,512)	(5,092,266)
NET TRANSFERS		(218,448)	(79,805)	(479,017)	(6,913,575)	(3,234)	(7,512)	(5,092,266)
086 4601	Interest on Investments	94,006	296,998	328,044	275,000	149,702	270,681	275,000
086 4873	Treatment Plant Connection Fee	692,327	565,099	865,276	890,000	550,097	1,100,194	990,000
086 4897	Interdepartmental Serv Charges	222,923	231,092	235,903	230,000	134,776	394,560	394,560
086 4992	Sale of Personal Property	-	-	885	-	-	-	-
086 4999	Other Revenues	46,742	-	-	-	-	-	-
TOTAL REVENUE		1,055,998	1,093,189	1,430,109	1,395,000	834,574	1,765,435	1,659,560

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
WASTEWATER CAPITAL RESERVE - EQUIPMENT REPLACEMENT								
086 5030-095-720	Automotive Equipment	98,465	-	235,398	-	-	-	-
086 5030-095-730	Other Machinery/Equipment	-	24,556	-	5,500	-	-	-
TOTAL WASTEWATER CAPITAL RESERVE - EQUIPMENT REPL.		**98,465**	**24,556**	**235,398**	**5,500**	**-**	**-**	**-**

SOLID WASTE

ANNUAL BUDGET



FY 2026/2027

CITY OF PORTERVILLE
TRANSPORTATION REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
SOLID WASTE FUND								
031 4210	Transfers from Other Funds	350,000	-	-	-	-	-	-
031 4220	Transfers to Other Funds	(52,815)	(17,168)	-	(30,000)	-	-	(30,000)
NET TRANSFERS		297,185	(17,168)	-	(30,000)	-	-	(30,000)
031 4516	State Grants	74,995	221,262	18,799	19,000	-	18,806	19,000
031 4601	Interest on Investments	-	1,841	47,671	15,000	44,649	89,297	45,000
031 4861	Residential Refuse Charges	3,347,541	4,383,896	5,375,237	5,600,000	2,837,170	5,674,339	5,650,000
031 4862	Commercial Refuse Charges	2,777,398	3,713,515	4,597,677	4,900,000	2,464,970	4,929,939	4,930,000
031 4863	Roll-Off Refuse Charges	716,551	881,168	1,070,067	980,000	441,896	883,792	950,000
031 4864	Recycling Revenues	2,041	3,823	9,766	15,200	2,550	13,429	15,000
031 4998	Penalties	86,482	119,784	162,973	130,000	82,933	165,866	140,000
031 4999	Other Revenues	7,027	7,439	3,715	4,000	2,389	4,778	4,500
TOTAL REVENUE		7,012,035	9,332,728	11,285,905	11,663,200	5,876,555	11,780,246	11,753,500

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
REFUSE COLLECTION AND DISPOSAL								
031 5030-080-010	Salaries, Regular	842,541	831,281	866,346	923,395	437,745	875,490	1,081,466
031 5030-080-020	Salaries, Part-time	-	-	-	-	-	-	-
031 5030-080-030	Salaries, Overtime	179,431	168,011	235,968	252,350	130,393	260,787	247,397
031 5030-080-040	Car Allowance	-	-	-	-	-	-	-
031 5030-080-090	Benefits	633,627	707,524	659,337	773,430	350,801	701,602	844,313
031 5030-080-110	Vehicle Maintenance	1,169,304	1,387,299	1,933,466	1,795,750	1,121,341	2,242,682	2,000,000
031 5030-080-120	Building/Grounds Maint	7,867	8,542	6,619	8,000	3,641	7,282	7,500
031 5030-080-140	Computer Equipment Maint	21,562	21,792	28,014	30,000	4,906	28,957	29,000
031 5030-080-190	Other Equipment Maint	186,197	192,820	195,863	219,150	91,929	183,858	215,000
031 5030-080-220	Printing/Copying	16,167	20,347	27,263	17,000	5,859	11,717	15,000
031 5030-080-230	Professional/Temp Service	1,112,952	1,112,827	1,127,323	1,125,000	382,104	1,356,936	1,225,000
031 5030-080-260	Rent of Property & Equipmt	1,209	993	1,018	1,500	197	1,329	1,500
031 5030-080-280	Administrative Expense	627,960	836,657	1,008,465	1,045,215	523,040	1,046,080	1,047,000
031 5030-080-320	Office/Computer Supplies	3,580	4,071	3,719	5,000	4,107	6,224	5,000
031 5030-080-340	Maint and Repair Materials	12,063	15,479	11,505	15,000	6,929	13,858	15,000
031 5030-080-350	Tools/Equipment (under $1,000)	700	3,027	7,337	6,500	1,064	2,129	4,500
031 5030-080-410	Meeting Expense	126	52	-	500	-	-	500
031 5030-080-420	Utilities	29,258	32,938	27,089	29,500	14,766	31,044	29,500
031 5030-080-430	Uniform Allowance	9,868	15,507	13,116	12,500	4,861	9,723	11,500
031 5030-080-440	Training Expense	-	217	288	500	-	-	500
031 5030-080-450	Publication and Dues	1,412	6,664	855	6,000	33	568	1,000
031 5030-080-460	Postage	37,904	59,230	52,533	50,000	23,819	47,639	50,000
031 5030-080-520	Insurance, Liability	42,000	58,830	58,830	75,735	37,869	75,735	75,735
031 5030-080-660	Other Expense	17,131	18,528	12,926	15,000	6,178	12,357	14,000
031 5030-080-670	Franchise Fee	249,545	249,545	249,545	249,545	124,775	249,545	249,545
031 5030-080-710	Office Equipment (over $1000)	-	3,453	-	-	-	-	10,000
031 5030-080-730	Other Mach/Equipment	-	-	-	-	-	-	-
TOTAL REFUSE COLLECTION AND DISPOSAL		**5,202,405**	**5,755,634**	**6,527,425**	**6,656,570**	**3,276,359**	**7,165,541**	**7,179,956**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
GREEN WASTE								
031 5030-081-010	Salaries, Regular	95,478	105,616	111,974	114,845	53,583	107,166	179,225
031-5030-081-020	Salaries, Part-time	-	-	132	-	-	-	-
031 5030-081-090	Benefits	56,741	69,550	59,699	73,588	32,072	64,145	138,865
031 5030-081-110	Vehicle Maintenance	349,642	338,840	222,108	323,150	114,971	230,522	323,150
031 5030-081-190	Other Equipment Maint	84,000	84,000	84,000	84,000	42,000	84,000	84,000
031 5030-081-230	Professional/Temp Service	340,403	471,980	533,046	440,200	209,575	532,000	530,000
031 5030-081-340	Maint and Repair Materials	2,538	956	870	2,500	3,085	4,170	3,000
031 5030-081-430	Uniform Allowance	2,710	2,730	4,527	5,000	2,124	4,247	5,000
031 5030-081-520	Insurance, Liability	13,800	19,330	19,330	24,885	12,441	24,885	24,885
031 5030-081-660	Other Expense	241	-	-	-	-	-	-
031 5030-081-670	Franchise Fee	83,181	83,181	83,181	83,181	41,589	83,181	83,181
TOTAL GREEN WASTE		**1,028,733**	**1,176,184**	**1,118,867**	**1,151,349**	**511,440**	**1,134,316**	**1,371,306**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
STREET SWEEPING								
031 5030-083-010	Salaries, Regular	64,164	75,504	73,196	75,705	36,892	73,784	73,758
031 5030-083-030	Salaries, Overtime	239	-	341	-	-	-	-
031 5030-083-090	Benefits	44,439	53,081	44,351	52,222	23,815	47,630	52,861
031 5030-083-110	Vehicle Maintenance	163,334	161,165	148,297	165,800	67,502	159,398	165,800
031 5030-083-190	Other Equipment Maint	-	-	-	-	-	-	-
031 5030-083-230	Professional/Temp Service	732	692	915	1,000	367	733	1,000
031 5030-083-340	Maint and Repair Materials	744	778	677	1,000	385	771	1,000
031 5030-083-430	Uniform Allowance	1,026	1,140	1,094	1,000	357	715	1,000
031 5030-083-440	Training Expense	385	-	-	-	-	-	-
031 5030-083-450	Publication and Dues	155	85	85	200	-	85	200
031 5030-083-660	Other Expense	-		225	500	-	-	500
TOTAL STREET SWEEPING		**275,217**	**292,445**	**269,182**	**297,427**	**129,319**	**283,116**	**296,120**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
CURBSIDE RECYCLEABLES COLLECTION								
031 5030-084-010	Salaries, Regular	69,603	84,729	87,398	88,529	52,683	105,366	194,643
031 5030-084-090	Benefits	40,154	55,672	45,851	56,678	30,283	60,565	156,498
031 5030-084-110	Vehicle Maintenance	125,855	137,996	176,728	177,110	126,870	203,328	195,000
031 5030-084-190	Other Equipment Maint	60,000	60,000	60,000	60,000	30,000	60,000	60,000
031 5030-084-220	Printing/Copying	896	-	-	-	-	-	-
031 5030-084-230	Professional/Temp Service	213,025	193,908	203,965	195,000	86,353	172,707	195,000
031 5030-084-280	Administrative Expense	3,123	3,123	3,123	3,123	1,562	3,123	3,123
031 5030-084-430	Uniform Allowance	100	-	-	-	-	-	-
031 5030-084-670	Franchise Fee	2,957	2,957	2,957	2,957	1,481	2,957	2,957
TOTAL CURBSIDE RECYCLEABLES COLLECTION		**515,713**	**538,386**	**580,021**	**583,397**	**329,232**	**608,046**	**807,221**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
RECYCLABLE WASTE								
031 5030-085-010	Salaries, Regular	63,713	81,517	134,419	139,956	59,125	118,250	87,540
031 5030-085-030	Salaries, Overtime	1,769	3,164	3,883	4,120	7,865	15,729	4,202
031 5030-085-090	Benefits	41,877	56,686	71,018	96,543	40,082	80,165	63,099
031 5030-085-110	Vehicle Maintenance	115,993	98,956	96,380	113,400	49,038	94,656	103,400
031-5030-085-120	Building/Grounds Maint	2,600	-	-	-	-	-	-
031 5030-085-190	Other Equipment Maint	146	340	360	450	308	532	450
031 5030-085-220	Printing/Copying	2,901	-	-	1,000	-	-	-
031 5030-085-230	Professional/Temp Service	101,222	147,437	154,028	140,250	67,526	135,053	140,250
031 5030-085-320	Office/Computer Supplies	-	-	-	-	-	-	-
031 5030-085-340	Maint and Repair Materials	415	751	322	1,000	192	383	500
031 5030-085-450	Publications and Dues	465	-	-	-	-	-	-
031 5030-085-460	Postage	-	-	-	-	-	-	-
031 5030-085-660	Other Expense	-	-	731	-	-	-	-
TOTAL RECYCLABLE WASTE		**331,101**	**388,852**	**461,142**	**496,719**	**224,136**	**444,768**	**399,442**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
GRAFFITI REMOVAL								
031 5030-087-010	Salaries, Regular	18,625	18,802	16,596	19,570	10,529	21,059	24,902
031 5030-087-090	Benefits	12,906	14,577	10,297	15,042	7,670	15,340	17,257
031 5030-087-110	Vehicle Maintenance	1,883	5,168	3,031	4,450	2,445	4,889	4,450
031 5030-087-120	Building/Grounds Maint	-	-	-	-	-	-	-
031 5030-087-190	Other Equipment Maint	120	340	360	450	308	445	450
031 5030-087-230	Professional/Temp Service	65,725	72,279	85,178	78,600	23,854	75,020	76,600
031 5030-087-320	Office and Computer Supplies	-	29	35	-	29	58	-
031 5030-087-340	Maint and Repair Materials	2,423	2,469	837	2,500	2,920	3,919	2,500
031 5030-087-520	Insurance, Liability	900	1,260	1,260	1,622	812	1,622	1,622
031 5030-087-660	Other Expense	-	-	-	-	-	-	-
TOTAL GRAFFITI REMOVAL		**102,581**	**114,924**	**117,593**	**122,234**	**48,567**	**122,353**	**127,781**

CITY OF PORTERVILLE
TRANSPORTATION REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
SOLID WASTE RESERVE - EQUIPMENT REPLACEMENT								
081 4210	Transfers from Other Funds	52,815	17,168	-	-	-	-	-
081 4220	Transfers to Other Funds	(350,000)	-	-	(1,560,000)	-	-	(4,165,000)
NET TRANSFERS		(297,185)	17,168	-	(1,560,000)	-	-	(4,165,000)
081 4516	State Grants	-	-	-	-	-	-	-
081 4517	Federal Grants	-	-	-	-	-	-	-
081 4601	Interest on Investments	165,357	228,624	146,293	140,000	75,551	144,409	140,000
081 4897	Interdepartmental Serv Charges	833,993	856,521	1,234,287	1,000,000	702,579	1,405,157	1,405,157
081 4992	Sale of Personal Property	-	-	9,435	-	4,315	4,315	-
TOTAL REVENUE		999,350	1,085,145	1,390,015	1,140,000	782,445	1,553,881	1,545,157

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
SOLID WASTE RESERVE - EQUIPMENT REPLACEMENT								
081 5030-095-720	Automotive Equipment	-	1,118,218	2,676,869	-	-	-	-
081 5030-095-730	Other Machinery/Equipment	268,521	338,507	439,485	500,000	394	378,374	500,000
081 5030-095-810	Non Fixed Asset Capital	17,040	-	-	-	-	-	-
TOTAL SOLID WASTE RESERVE - EQUIPMENT REPL.		**285,561**	**1,456,725**	**3,116,354**	**500,000**	**394**	**378,374**	**500,000**

AIRPORT

ANNUAL BUDGET

FY 2026/2027

CITY OF PORTERVILLE
TRANSPORTATION REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
AIRPORT								
032 4210	Transfers from Other Funds	-	-	-	-	-	-	-
032 4220	Transfers to Other Funds	(47,194)	(1,696,725)	-	(119,500)	-	(119,500)	(220,325)
NET TRANSFERS		(47,194)	(1,696,725)	-	(119,500)	-	(119,500)	(220,325)
032 4001	Current secured	4,280	5,807	11,476	10,000	-	11,694	10,000
032 4516	State grants	10,000	10,000	10,000	10,000	-	10,000	10,000
032 4517	Federal grants	32,000	-	-	-	-	-	-
032 4601	Interest on Investments	93,745	132,571	117,904	115,000	51,338	102,676	115,000
032 4604	Rent of land	198,975	206,477	201,289	208,000	128,965	257,930	208,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
AIRPORT OPERATIONS								
032-5070-001-010	Salaries, Regular	143,944	168,786	178,787	268,548	78,329	156,658	241,449
032-5070-001-020	Salaries, Part-time	25,825	21,164	50,368	50,000	29,052	58,104	50,000
032-5070-001-030	Salaries, Overtime	2,591	4,108	2,592	4,000	1,066	2,132	4,000
032-5070-001-090	Benefits	104,942	128,780	111,726	72,311	62,224	124,447	177,077
032-5070-001-110	Vehicle Maint	90,730	87,479	121,616	102,700	70,752	127,788	115,000
032-5070-001-120	Building/Grounds Maint	17,717	10,331	23,897	25,000	30,230	49,970	30,000
032-5070-001-140	Computer Maint	6,836	6,807	5,840	6,500	1,253	17,456	4,500
032-5070-001-180	Fueling System Maint	15,910	25,334	21,972	20,000	4,780	7,839	15,000
032-5070-001-190	Other Equip Maint	348	1,297	13,081	14,034	13,477	24,097	15,500
032-5070-001-210	Advertising	736	739	114	-	-	-	-
032-5070-001-220	Printing / Copying	90	636	29	500	11	21	250
032-5070-001-230	Professional/Temp Service	1,282	5,671	23,929	15,000	3,151	4,223	12,000
032-5070-001-260	Rent of Property & Equipment	-	-	547	150	180	295	150
032-5070-001-280	Administrative Expense	68,422	83,804	145,929	72,549	62,290	124,579	125,000
032-5070-001-290	Processing Fee	40,188	52,923	90,308	65,000	34,030	64,061	85,000
032-5070-001-310	Aviation Fuels & Lubricants	859,738	1,102,821	1,532,664	1,600,000	547,575	1,295,150	1,400,000
032-5070-001-320	Office/Computer Supplies	279	424	1,192	1,000	2,433	2,710	1,500
032-5070-001-330	Janitorial Supplies	771	-	1,479	1,000	437	874	1,000
032-5070-001-350	Tools/Equipment (under $1,000)	1,016	160	1,038	1,000	2,895	3,094	2,000
032-5070-001-410	Meeting Expense	-	1,554	1,622	2,500	1,646	1,845	2,000
032-5070-001-420	Utilities	69,247	71,678	83,096	82,000	51,591	85,085	84,000
032-5070-001-430	Uniform Allowance	1,088	40	2,726	2,500	3,494	5,913	2,500
032-5070-001-440	Training Expense	(47,194)	-	-	2,500	-	-	3,500
032-5070-001-450	Publication and Dues	(46,106)	556	225	1,000	554	779	1,000
032-5070-001-460	Postage	19	17	5	-	137	155	100
032-5070-001-520	Insurance, Liability	22,000	30,816	30,816	39,671	19,835	39,671	39,671
032-5070-001-660	Other Expense	215	89	1,132	1,000	119	238	500
032-5070-001-710	Office Equipment (over $1000)	-	-	-	-	5,373	5,373	-
032-5070-001-730	Other Mach/Equip (over $1000)	24,905	2,400	12,328	15,000	-	5,000	10,000
032-5070-001-750	Special Aviation	-	-	-	-	-	-	-
TOTAL AIRPORT OPERATIONS		**1,405,541**	**1,808,415**	**2,459,056**	**2,465,463**	**1,026,913**	**2,207,557**	**2,422,697**

CITY OF PORTERVILLE
TRANSPORTATION REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
AIRPORT REPLACEMENT AND DEVELOPMENT								
090 4210	Transfers from Other Funds	47,194	1,696,725	-	119,500	-	119,500	-
090 4220	Transfers to Other Funds	(837,187)	(4,017,038)	(529,240)	(1,280,278)	-	(350,000)	(1,659,675)
NET TRANSFERS		(789,993)	(2,320,313)	(529,240)	(1,160,778)	-	(230,500)	(1,659,675)
090 4516	State grants	-	-	-	19,000	-	-	34,675
090 4517	Federal grants	749,130	3,619,496	-	551,108	-	227,748	1,375,000
090 4601	Interest on investments	6,355	8,911	32,011	15,000	15,861	31,723	25,000
090 4897	Interdepartmental serv charges	84,400	84,642	91,684	93,000	49,006	98,013	96,000
090 4991	Sale of real property	-	-	-	-	-	-	-
090 4992	Sale of personal Property	-	-	4,470	-	-	-	-
TOTAL		839,885	3,713,049	128,165	678,108	64,868	357,484	1,530,675

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
AIRPORT REPLACEMENT AND DEVELOPMENT FUND								
090 5030-095-720	Automotive Equipment	259,987	-	56,230	-	71,877	71,877	-
090 5070-001-180	Fueling System Maintenance	-	-	-	-	-	-	-
090 5070-001-730	Other Machinery/Equipment	-	-	-	-	-	19,239	-
090 5070-001-750	Special Aviation	-	-	-	-	-	-	-
TOTAL AIRPORT REPLACEMENT AND DEVELOPMENT FUND		**259,987**	**-**	**56,230**	**-**	**71,877**	**91,116**	**-**

GOLF COURSE

ANNUAL BUDGET

FY 2026/2027

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
GOLF COURSE OPERATIONS FUND								
033 4210	Transfers from Other Funds	69,000	69,000	301,368	429,000	200,000	429,000	429,000
NET TRANSFERS		69,000	69,000	301,368	429,000	200,000	429,000	429,000
033 4851	Green Fees	126,355	165,520	119,075	145,000	47,310	100,329	125,000
033 4852	Golf Membership Fees	28,605	48,295	34,035	40,000	6,765	26,650	30,000
033 4853	Locker Fees	235	275	-	200	-	-	200
033 4854	Golf Cart Rentals	94,688	117,175	88,191	110,000	38,052	86,104	95,000
033 4992	Sale of Personal Property	-	3,650	-	-	-	-	-
033 4999	Other Revenues	3,696	683	25	-	-	-	-
TOTAL REVENUES		253,579	335,598	241,326	295,200	92,127	213,083	250,200

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/24 BUDGET
GOLF COURSE								
033-5050-070-010	Salaries, Regular	104,963	107,520	109,732	111,252	57,883	113,766	115,747
033-5050-070-020	Salaries, Part-time	28,759	18,729	31,232	30,100	16,352	29,703	32,000
033-5050-070-030	Salaries, Overtime	-	345	-	-	-	-	-
033-5050-070-090	Benefits	81,425	85,098	71,716	77,509	45,169	90,337	83,265
033-5050-070-110	Vehicle Maintenance	71,870	53,865	59,996	19,200	32,814	23,715	25,000
033-5050-070-120	Building/Grounds Maint	32,642	34,080	21,194	35,000	16,963	33,926	35,000
033-5050-070-190	Other Equipment Maint	10,324	14,608	14,669	8,620	7,631	13,262	8,620
033-5050-070-210	Advertising	141	-	-	-	-	-	-
033-5050-070-220	Printing/Copying	-	-	-	-	-	-	-
033-5050-070-230	Professional/Temp Service	60,268	74,328	58,355	62,000	21,576	53,153	62,000
033-5050-070-260	Rent of Property & Equipment	8,575	28,763	30,451	32,890	13,373	30,109	32,890
033-5050-070-280	Administrative Expense	22,822	29,614	-	23,058	-	-	-
033-5050-070-350	Tools/Equipment (under $1,000)	2,303	2,042	112	2,000	-	-	2,000
033-5050-070-420	Utilities	110,021	95,724	110,682	115,000	70,616	113,929	115,000
033-5050-070-430	Uniform Allowance	461	876	1,103	960	322	844	960
033-5050-070-520	Insurance, Liability	8,925	12,501	12,501	16,093	8,047	16,093	16,093
033-5050-070-650	Depreciation Expense	-	-	-	-	-	-	-
033-5050-070-660	Other Expense	14,965	21,021	20,951	19,500	12,025	21,050	19,500
033-5050-070-730	Other Mach/Equip (over $1,000)	-	3,000	-	-	-	-	-
TOTAL GOLF COURSE		558,464	582,115	542,695	553,182	302,771	539,887	548,074

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
GOLF COURSE REPLACEMENT FUND								
091 4220	Transfers to Other Funds	-	-	-	(29,000)	-	(29,000)	(29,000)
NET TRANSFERS		-	-	-	(29,000)	-	(29,000)	(29,000)
091 4601	Interest on Investments	7,452	10,984	11,067	7,000	5,136	10,271	8,000
091 4897	Interdepartmental Serv Charges	54,292	50,625	48,958	50,000	23,490	46,980	50,000
091 4992	Sale of Personal Property	7,466	225	425	-	-	-	-
TOTAL REVENUES		69,210	61,834	60,450	57,000	28,626	57,251	58,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/24 BUDGET
GOLF COURSE REPLACEMENT FUND								
091 5030-095-720	Automotive Equipment	-	-	-	-	-	-	-
091 5030-095-730	Other Machinery/Equipment	51,715	12,907	68,410	30,000	-	-	30,000
TOTAL GOLF COURSE REPLACEMENT FUND		51,715	12,907	68,410	30,000	-	-	30,000

WATER

ANNUAL BUDGET



FY 2026/2027

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
WATER OPERATING FUND								
034 4210	Transfers from Other Funds	-	-	-	-	-	-	-
034 4220	Transfers to Other Funds	(3,000,000)	(6,656,016)	(1,673,566)	(1,230,000)	-	(600,000)	(30,000)
NET TRANSFERS		(3,000,000)	(6,656,016)	(1,673,566)	(1,230,000)	-	(600,000)	(30,000)
034 4601	Interest on Investments	71,371	52,918	129,634	100,000	72,295	144,589	125,000
034 4603	Lease of Water Rights	-	-	-	-	11,685	11,685	12,000
034 4818	Code Enforcement Fees	11,900	10,000	800	800	-	200	800
034 4881	Water Sales	12,094,936	12,319,238	12,921,304	14,400,000	7,484,505	14,969,010	14,400,000
034 4881.5	Recycled Water	-	-	6,313	265,000	95,998	191,996	265,000
034 4882	Meter Installation Charges	16,800	27,120	42,380	40,000	14,720	32,440	40,000
034 4883	Water Service Charges	109,078	117,256	110,753	112,000	57,660	115,320	114,000
034 4992	Sale of Personal Property	1,585	-	-	-	-	-	-
034 4995	Reimbursement and Refunds	7,419	-	-	-	-	-	-
034 4998	Penalties	192,830	215,606	229,813	220,000	127,312	254,623	235,000
034 4999	Other Revenues	22,100	(5,434)	26,913	25,000	(19,894)	(2,500)	25,000
TOTAL REVENUE		12,528,019	12,736,704	13,467,911	15,162,800	7,844,280	15,717,363	15,216,800

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
WATER DISTRIBUTION								
034 5030-070-010	Salaries, Regular	729,641	822,988	712,795	1,064,212	363,688	727,375	1,085,496
034 5030-070-020	Salaries, Part-time	-	-	-	-	-	-	-
034 5030-070-030	Salaries, Overtime	28,276	25,350	31,754	28,840	22,712	45,423	29,416
034 5030-070-040	Car Allowance	4,800	4,800	4,800	4,800	1,147	2,294	4,800
034 5030-070-090	Benefits	524,369	625,227	471,306	668,341	243,725	487,449	681,707
034 5030-070-110	Vehicle Maintenance	315,093	380,307	429,240	427,227	269,150	552,608	527,000
034 5030-070-120	Building/Grounds Maint	24,022	16,722	7,247	20,000	4,207	13,118	15,000
034 5030-070-140	Computer Equipment Maint	52,678	48,854	49,259	50,000	44,107	99,398	102,000
034 5030-070-190	Other Equipment Maint	225,992	269,382	317,821	312,750	187,257	392,151	362,750
034 5030-070-210	Advertising	30,975	32,852	26,144	35,966	1,206	2,711	10,000
034 5030-070-220	Printing/Copying	15,278	12,883	13,220	15,000	4,791	12,581	30,000
034 5030-070-230	Professional/Temp Service	12,300	65,021	91,512	130,000	31,238	92,476	100,000
034 5030-070-260	Rent of Property & Equipmt	679	1,649	1,055	5,000	1,652	3,704	4,000
034 5030-070-280	Administrative Expense	1,141,037	1,161,485	1,219,621	1,375,000	714,874	1,429,748	1,369,512
034 5030-070-320	Office/Computer Supplies	2,694	5,039	3,423	5,000	2,413	5,827	5,000
034 5030-070-340	Maint and Repair Materials	291,041	345,939	403,498	406,865	100,841	360,107	406,865
034 5030-070-350	Tools/Equipment (under $1,000)	57,649	30,496	17,467	55,000	13,040	29,079	45,000
034 5030-070-370	New Water Service	119,571	105,797	82,655	112,000	50,072	100,144	102,000
034 5030-070-390	Water Purchases	1,347,610	1,340,960	2,107,838	1,120,000	224,216	1,248,432	1,500,000
034 5030-070-410	Meeting Expense	126	84	1,633	1,000	50	99	1,000
034 5030-070-420	Utilities	1,922,334	1,674,927	1,721,807	1,640,500	769,988	1,646,540	1,800,000
034 5030-070-430	Uniform Allowance	13,680	16,795	12,509	16,500	6,370	18,461	17,500
034 5030-070-440	Training Expense	5,870	22,075	528	10,000	4,503	19,453	15,000
034 5030-070-450	Publication and Dues	5,728	25,143	7,711	8,800	1,968	6,937	7,500
034 5030-070-460	Postage	46,081	59,196	62,693	51,500	23,825	73,834	60,000
034 5030-070-520	Insurance, Liability	36,000	50,425	50,425	64,915	32,455	64,915	64,915
034 5030-070-620	Debt Redemption/Fiscal Chgs	1,079,311	1,049,749	1,021,117	1,333,176	647,020	1,294,040	1,294,040
034 5030-070-650	Depreciation Expense	155,162	155,162	155,162	155,160	77,582	155,160	155,160
034 5030-070-660	Other Expense	299,573	311,215	424,047	405,662	376,838	563,416	455,662
034 5030-070-670	Franchise Fee	332,724	332,724	332,724	332,724	166,362	332,724	332,724
034 5030-070-710	Office Equipment (over $1,000)	-	4,396	-	-	-	1,302	-
034 5030-070-730	Other Mach/Equip (over 1,000)	95,407	59,670	43,810	70,000	32,951	50,902	100,000
034 5030-070-740	Computer Equip (over $1,000)	-		-	-	-	-	-
TOTAL WATER DISTRIBUTION		**8,915,701**	**9,057,311**	**9,824,820**	**9,925,938**	**4,420,247**	**9,832,408**	**10,684,047**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
WATER METER READING/CUSTOMER SERVICE								
034 5030-071-010	Salaries, Regular	183,518	198,172	190,050	201,792	99,099	198,198	205,827
034 5030-071-020	Salaries, Part-time	-	-	-	-	-	-	-
034 5030-071-030	Salaries, Overtime	2,407	2,338	2,069	5,150	781	1,562	5,253
034 5030-071-090	Benefits	123,463	149,949	126,451	154,186	72,704	145,408	74,158
034 5030-071-110	Vehicle Maintenance	52,041	66,183	65,106	67,400	35,053	69,314	67,400
034 5030-071-190	Other Equipment Maint	5,200	5,200	5,307	5,500	2,711	5,422	5,500
034 5030-071-230	Professional/Temp Service	96	-	32	-	-	-	-
034 5030-071-320	Office/Computer Supplies	-	32	-	-	-	-	-
034 5030-071-340	Maint and Repair Materials	570	479	1,039	2,500	244	488	2,000
034 5030-071-350	Tools/Equipment (under $1,000)	2,185	1,308	289	2,000	31	1,173	1,500
034 5030-071-420	Utilities	3,030	3,388	3,382	3,500	1,397	3,704	3,700
034 5030-071-430	Uniform Allowance	2,837	2,421	3,254	3,000	1,277	2,554	3,000
034 5030-071-440	Training Expense	-	-	-	-	-	-	-
034 5030-071-520	Insurance, Liability	2,400	3,362	3,362	4,328	2,162	4,328	4,328
034 5030-071-730	Other Mach/Equip (over $1,000)	-	-	1,363	-	-	-	-
TOTAL WATER METER READING/CUSTOMER SERVICE		**377,748**	**432,832**	**401,704**	**449,356**	**215,458**	**432,150**	**372,666**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
WATER QUALITY ASSURANCE								
034 5030-072-010	Salaries, Regular	198,206	205,971	202,906	209,090	107,369	214,738	213,271
034-5030-072-020	Salaries, Part-time	-	1,008	-	-	-	-	-
034 5030-072-030	Salaries, Overtime	-	-	70	-	-	-	-
034 5030-072-090	Benefits	118,793	135,575	110,008	138,050	66,625	133,250	140,811
034 5030-072-110	Vehicle Maintenance	43,267	38,755	44,992	47,250	28,423	48,541	48,250
034 5030-072-190	Other Equipment Maintenance	58,473	32,622	40,651	50,000	34,137	64,137	57,000
034 5030-072-220	Printing/Copying	-	-	541	-	-	-	-
034 5030-072-230	Professional/Temp Service	92,480	89,559	67,812	85,200	35,509	164,433	170,000
034 5030-072-320	Office/Computer Supplies	-	-	-	-	92	389	300
034 5030-072-340	Maint & Repair Materials	16,117	16,624	20,572	18,500	18,211	44,709	25,000
034 5030-072-350	Tools/Equipment (under $1,000)	290	870	1,025	5,000	469	937	3,000
034-5030-072-420	Utilities	-	128	-	-	-	-	-
034 5030-072-430	Uniform Allowance	-	-	-	-	-	31	-
034 5030-072-460	Postage	17		78	-	-	-	-
034 5030-072-490	Special Consumables	24,154	4,529	16,553	18,000	7,542	15,083	15,000
034 5030-072-520	Insurance, Liability	3,300	4,622	4,622	4,950	2,974	5,950	5,950
034 5030-072-660	Other Expense	-	-	-	-	-	-	-
034 5030-072-730	Other Mach/Equip (over $1,000)	-	3,051	1,275	-	6,037	9,731	-
TOTAL WATER QUALITY ASSURANCE		**555,096**	**533,312**	**511,106**	**576,040**	**307,386**	**701,929**	**678,582**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
HYDRANT TESTING								
034 5030-073-010	Salaries, Regular	137,110	161,601	167,063	188,387	86,684	173,368	192,154
034 5030-073-030	Salaries, Overtime	84	1,238	824	1,030	1,295	2,591	1,050
034 5030-073-090	Benefits	97,974	120,478	104,683	139,233	56,555	113,110	142,017
034 5030-073-110	Vehicle Maintenance	-	-	-	40,500	878	7,186	30,500
034 5030-073-230	Professional/Temp Service	250	435	85	1,000	-	122	500
034 5030-073-320	Office/Computer Supplies	-	-	-	-	-	-	-
034 5030-073-340	Maint and Repair Materials	1,932	-	-	7,500	-	-	5,500
034 5030-073-350	Tools/Equipment (under $1,000)	1,875	-	-	500	-	-	500
034 5030-073-660	Other Expense	-	-	-	1,000	-	-	700
034 5030-073-720	Automotive Equipment	-	-	-	60,000	66,790	121,786	-
034 5030-073-730	Other Mach/Equipment (over $1,000)	17,486	-	-	15,000	-	-	-
TOTAL HYDRANT TESTING		**256,710**	**283,751**	**272,654**	**454,150**	**212,202**	**418,163**	**372,921**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
RECYCLED WATER								
034 5030-074-010	Salaries, Regular	-	971	4,345	123,600	2,922	5,844	126,072
034 5030-074-030	Salaries, Overtime	-	1,013	2,422	2,575	2,319	4,638	2,626
034 5030-074-090	Benefits	-	1,443	4,416	92,568	2,781	5,562	94,419
034 5030-074-230	Professional/Temp Services	-	-	-	-	-	-	30,000
034 5030-074-340	Maint and Repair Materials	-	8,840	6,554	6,500	22,645	34,156	50,000
034 5030-074-350	Tools/Equipment (under $1,000)	-	472	156	2,000	-	-	1,000
034 5030-074-420	Utilities	-	26,692	43,118	80,000	31,062	58,960	60,000
034 5030-074-490	Special Consumables	-	12,977	23,582	50,000	14,800	29,600	40,000
034 5030-074-660	Other Expense	-	7,160	10,103	8,000	1,750	6,097	7,000
034 5030-074-730	Other Mach/Equip over ($1,000)		1,804	4,982	20,000	4,709	4,709	15,000
TOTAL RECYCLED WATER		**-**	**61,372**	**99,678**	**385,243**	**82,988**	**149,566**	**426,117**

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
WATER REPLACEMENT								
080 4210	Transfers from Other Funds	3,000,000	6,656,016	1,673,566	1,200,000	-	600,000	-
080 4220	Transfers to Other Funds	(14,488,622)	(19,696,119)	(4,470,710)	(38,166,934)	(1,054,212)	(1,945,204)	(27,845,898)
NET TRANSFERS		(11,488,622)	(13,040,103)	(2,797,144)	(36,966,934)	(1,054,212)	(1,345,204)	(27,845,898)
080 4516	State Grants	81,200	-	-	20,000,000	-	14,359	11,783,035
080 4601	Interest on Investments	424,226	617,526	592,620	550,000	231,266	491,994	525,000
080 4891	Service Connection Fees	7,389	16,898	13,454	16,000	4,680	11,504	15,000
080 4892	Acreage Fees - Developers	157,440	220,530	148,157	155,000	82,214	164,428	160,000
080 4897	Interdepartmental Serv Charges	584,268	605,188	719,171	705,000	398,773	809,792	755,000
080 4992	Sale of Personal Property	-	1,421	13,240	-	-	-	-
TOTAL REVENUE		1,254,524	1,461,564	1,486,643	21,426,000	716,933	1,492,077	13,238,035

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
WATER REPLACEMENT - EQUIPMENT REPLACEMENT								
080 5030-095-720	Automotive Equipment	37,838	55,812	51,954	204,000	157,292	267,224	250,000
080 5030-095-730	Other Machinery/Equipment	587,342	419,114	500,262	250,000	-	-	411,000
080 5030-095-740	Computer Equipment	-	-	-	5,000	-	-	5,000
TOTAL WATER REPLACEMENT - EQUIPMENT REPL.		**625,180**	**474,927**	**552,216**	**459,000**	**157,292**	**267,224**	**666,000**

RISK MANAGEMENT

ANNUAL BUDGET

FY 2026/2027

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
RISK MANAGEMENT								
050 4210	Transfers from Other Funds	-	-	-	-	-	-	100,000
050 4220	Transfers to Other Funds	(11,708)	(227,813)	(7,670)	(400,000)	(4,058)	(8,116)	-
NET TRANSFERS		(11,708)	(227,813)	(7,670)	(400,000)	(4,058)	(8,116)	100,000
050 4601	Interest on Investments	16,290	-	-	-	-	-	-
050 4901	Liability Insurance	621,116	870,000	870,000	1,119,996	559,998	1,119,996	1,119,996
050 4902	Health & Life Insurance	5,186,895	6,030,957	6,352,778	6,500,000	3,066,255	6,369,126	6,500,000
050 4903	Unemployment Insurance	145,651	128,428	144,145	145,000	316,229	147,352	148,000
050 4904	Workers Compensation Insurance	1,663,952	1,645,095	1,777,152	1,800,000	474,788	1,836,504	1,850,000
050 4905	Automobile Insurance	191,930	516,540	569,710	697,441	512,349	899,350	900,000
050 4998	Penalties	273	98	727	500	353	707	500
050 4999	Other Revenues	(217)	-	-	-	-	-	-
TOTAL RISK MANAGEMENT		7,825,890	9,191,118	9,714,512	10,262,937	4,929,972	10,373,035	10,518,496

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
ADMINISTRATION								
050-5011-015-010	Salaries, Regular	157,972	196,038	164,194	170,291	61,382	122,763	177,182
050-5011-015-090	Benefits	88,848	125,707	94,366	101,751	36,213	72,426	104,265
050-5011-015-190	Other Equipment Maint	407	1,812	507	550	311	622	650
050-5011-015-410	Meeting Expense	336	184	10	350	-	-	350
050-5011-015-440	Training Expense	3,346	2,975	2,218	3,500	-	-	3,500
050-5011-015-450	Publication and Dues	-	-	-	300	-	-	300
050-5011-015-660	Other Expense	332	196	646	800	-	56	800
050-5011-015-710	Office equipment (over $1,000)	-	-	-	-	-	-	-
TOTAL ADMINISTRATION		**251,241**	**326,912**	**261,941**	**277,542**	**97,906**	**195,867**	**287,047**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
RM LIABILITY								
050-5011-016-540	Administration & Premiums	1,077,252	1,519,873	1,640,091	2,079,421	1,025,689	2,051,378	2,211,841
050-5011-016-550	Loss Control Services	2,148	4,411	10,366	5,000	151	301	5,000
050-5011-016-560	Claims (Expected Losses)	14,447	63,965	5,705	10,000	-	-	10,000
TOTAL RM LIABILITY		**1,093,847**	**1,588,249**	**1,656,162**	**2,094,421**	**1,025,839**	**2,051,679**	**2,226,841**
RM PROPERTY								
050-5011-017-540	Administration & Premiums	989,541	1,291,571	1,095,533	1,375,644	951,552	951,552	1,167,643
050-5011-017-560	Claims (Expected Losses)	13,303	-	-	-	-	-	-
TOTAL RM PROPERTY		**1,002,844**	**1,291,571**	**1,095,533**	**1,375,644**	**951,552**	**951,552**	**1,167,643**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
RM WORKERS COMPENSATION								
050-5011-018-540	Administration & Premiums	495,881	935,064	545,667	600,000	235,652	471,303	528,878
050-5011-018-550	Loss Control Services	32,805	31,858	30,840	35,000	12,411	24,821	35,000
050-5011-018-560	Claims (Expected Losses)	710,708	279,490	1,120,020	900,000	398,556	797,113	900,000
TOTAL RM WORKERS COMPENSATION		**1,239,393**	**1,246,411**	**1,696,527**	**1,535,000**	**646,619**	**1,293,237**	**1,463,878**
RM EMPLOYEE MEDICAL								
050-5011-019-540	Administration & Premiums	1,386,157	1,752,653	1,592,155	1,500,000	630,781	1,261,563	1,500,000
050-5011-019-560	Claims (Expected Losses)	3,446,591	4,375,876	5,146,011	5,200,000	2,830,161	5,660,322	5,200,000
TOTAL RM EMPLOYEE MEDICAL		**4,832,748**	**6,128,529**	**6,738,166**	**6,700,000**	**3,460,943**	**6,921,885**	**6,700,000**

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
RM UNEMPLOYMENT								
050-5011-020-560	Claims (Expected Losses)	60,813	61,249	81,108	50,000	29,773	68,005	60,000
TOTAL RM UNEMPLOYMENT		**60,813**	**61,249**	**81,108**	**50,000**	**29,773**	**68,005**	**60,000**
RM EMPLOYMENT PRACTICES								
050-5011-021-540	Administration & Premiums	257,905	245,172	280,989	310,000	303,573	303,573	310,000
050-5011-021-560	Claims (Expected Losses)	32,905	(22,791)	47,136	50,000	39,522	46,683	150,000
TOTAL RM EMPLOYMENT PRACTICES		**290,810**	**222,381**	**328,125**	**360,000**	**343,095**	**350,256**	**460,000**
GRAND TOTAL RISK MANAGEMENT		**8,771,696**	**10,865,302**	**11,857,562**	**12,392,607**	**6,555,726**	**11,832,481**	**12,365,409**

EQUIPMENT MAINTENANCE

ANNUAL BUDGET



FY 2026/2027

CITY OF PORTERVILLE
TRANSPORTATION REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
EQUIPMENT MAINTENANCE								
053 4601	Interest on Investments	316	69	6,092	3,000	3,204	6,407	4,000
053 4609	Rent of Equipment	18,810	26,044	25,498	25,000	10,848	21,696	25,000
053 4822	Fuel Sales	1,896,484	1,940,567	1,944,722	1,950,000	944,330	1,888,660	1,950,000
053 4897	Interdepartmental Serv Charges	596,043	704,194	781,739	780,000	375,660	751,320	780,000
053 4899	Other Service Charges	173,132	194,529	309,930	315,000	170,887	312,056	315,000
053 4995	Reimbursements & Refunds	43,262	21,078	11,195	15,000	4,702	9,403	15,000
053 4998	Penalties	-	-	-	-	-	-	-
053 4998	Penalties	-	-	-	-	-	-	-
053 4999	Other Revenues	1,725,462	2,041,458	2,244,377	2,250,000	1,159,825	2,319,650	2,350,000
TOTAL REVENUE		4,453,508	4,927,938	5,323,553	5,338,000	2,669,455	5,309,192	5,439,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
EQUIPMENT MAINTENANCE								
053 5030-090-010	Salaries, Regular	494,137	511,507	518,645	558,740	270,823	541,647	673,939
053 5030-090-030	Salaries, Overtime	101,054	110,921	114,275	129,368	61,898	123,795	131,955
053 5030-090-040	Car Allowance	-	-	-	-	1,400	2,800	-
053 5030-090-090	Benefits	336,084	375,908	320,654	399,685	175,085	350,171	496,297
053 5030-090-110	Vehicle Maintenance	85,926	92,956	103,500	107,558	64,502	127,239	117,558
053 5030-090-120	Building/Grounds Maint	19,778	10,850	16,074	17,200	14,334	23,668	20,200
053 5030-090-140	Computer Maintenance	14,341	18,004	15,234	15,000	16,676	17,551	17,000
053 5030-090-190	Other Equipment Maint	234,209	174,425	199,652	194,600	66,615	133,229	154,600
053 5030-090-220	Printing/Copying	333	363	232	300	26	152	300
053 5030-090-230	Professional/Temp Service	1,162	1,986	2,824	2,000	347	894	1,500
053 5030-090-250	Outside Automotive	1,847,533	2,106,831	2,143,557	1,958,300	995,476	1,940,953	1,958,300
053 5030-090-260	Rent of Property & Equipmt	3,382	993	1,770	2,000	597	1,975	2,000
053 5030-090-310	Fuel and Lubricants	1,432,769	1,283,326	1,255,500	1,350,400	545,189	1,277,375	1,300,000
053 5030-090-320	Office/Computer Supplies	3,061	2,382	4,894	5,000	6,252	10,503	6,000
053 5030-090-330	Janitorial Supplies	331	171	175	500	453	906	1,000
053 5030-090-340	Maint and Repair Material	674	1,539	700	2,500	196	992	2,000
053 5030-090-350	Tools/Equipment (under $1,000)	43,968	35,287	36,567	35,000	15,340	40,681	45,000
053 5030-090-380	Automotive Parts	101,454	98,267	94,668	100,430	57,392	100,285	100,430
053 5030-090-420	Utilities	53,595	59,376	53,139	55,000	29,148	59,123	59,000
053 5030-090-430	Uniform Allowance	10,631	9,369	10,173	10,800	3,776	8,534	9,800
053 5030-090-440	Training Expense	770	2,188	5,034	5,000	2,648	4,647	5,000
053 5030-090-450	Publication and Dues	4,060	2,861	2,912	5,000	3,893	4,676	5,000
053 5030-090-460	Postage	59	11	13	-	8	293	100
053 5030-090-520	Insurance, Liability	15,900	22,272	22,272	28,672	14,338	28,672	28,672
053 5030-090-660	Other Expense	4,134	6,640	7,674	5,000	2,649	5,297	5,000
053 5030-090-730	Other Mach/Equip (over $1000)	4,236	2,513	-	5,000	-	770	3,000
TOTAL EQUIPMENT MAINTENANCE		**4,813,581**	**4,930,945**	**4,930,140**	**4,993,053**	**2,349,062**	**4,806,827**	**5,143,650**

CITY OF PORTERVILLE
TRANSPORTATION REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
EQUIPMENT MAINTENANCE REPLACEMENT								
093 4516	State grants	-	-	-	-	-	-	-
093 4601	Interest on Investments	25,552	59,877	38,782	32,000	18,937	37,874	34,000
093 4897	Interdepartmental Serv Charges	153,082	167,790	173,482	170,000	87,885	175,771	175,000
093 4992	Sale of Personal Property	-	-	-	-	-	-	-
TOTAL REVENUE		178,634	227,667	212,264	202,000	106,822	213,645	209,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
EQUIPMENT MAINTENANCE REPLACEMENT								
093 5030-095-720	Automotive Equipment	-	-	-	-	-	-	80,000
093 5030-095-730	Other Machinery/Equipment	7,938	28,334	-	-	-	-	-
TOTAL EQUIPMENT MAINTENANCE REPLACEMENT		**7,938**	**28,334**	**-**	**-**	**-**	**-**	**80,000**

LANDSCAPE MAINTENANCE DISTRICTS

ANNUAL BUDGET

FY 2026/2027

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/27 BUDGET
LANDSCAPE MAINTENANCE DISTRICTS								
061 4005	Assessments	134,938	175,670	175,725	180,000	146,491	208,051	190,000
TOTAL REVENUES		134,938	175,670	175,725	180,000	146,491	208,051	190,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/24 BUDGET
DISTRICT 41, BEVERLY GLENN (lighting only)								
061-5050-001-420	Utilities	128	134	96	140	3	7	125
061-5050-001-660	Other Expenses	-	-	-	-	-	-	-
TOTAL DISTRICT 41, BEVERLY GLENN (lighting only)		128	134	96	140	3	7	125
DISTRICT 42, SIERRA ESTATES								
061-5050-002-120	Building/Grounds Maintenance	661	240	99	300	6	12	300
061-5050-002-230	Professional/Temp Services	2,613	2,613	3,136	3,449	1,437	2,874	3,449
061-5050-002-420	Utilities	1,430	1,835	1,328	1,850	478	956	1,500
061-5050-002-660	Other Expenses	-	-	-	-	-	-	-
TOTAL DISTRICT 42, SIERRA ESTATES		4,704	4,689	4,562	5,599	1,921	3,842	5,249
DISTRICT 43, SIERRA MEADOWS #2								
061-5050-003-010	Salaries, Regular	772	960	2,334	500	-	-	500
061-5050-003-030	Salaries, Overtime	-	-	-	-	-	-	-
061-5050-003-090	Benefits	555	714	1,138	250	-	-	375
061-5050-003-120	Building/Grounds Maintenance	248	240	199	250	587	651	300
061-5050-003-230	Professional/Temp Services	4,680	4,680	5,616	5,616	2,340	4,680	5,616
061-5050-003-420	Utilities	4,672	4,910	4,201	5,500	1,717	3,434	5,500
061-5050-003-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 43, SIERRA MEADOWS #2		10,928	11,562	13,603	12,116	4,644	8,765	12,291

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/24 BUDGET
DISTRICT 44, SUMMIT ESTATES #1								
061-5050-004-010	Salaries, Regular	636	1,908	1,962	2,000	2,718	5,435	2,500
061-5050-004-020	Salaries, Part-time	875	-	-	-	-	-	-
061-5050-004-090	Benefits	822	1,606	1,360	1,500	2,056	4,112	1,875
061-5050-004-120	Building/Grounds Maintenance	24	240	177	250	6	12	250
061-5050-004-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-004-420	Utilities	2,062	2,173	1,913	2,550	643	1,286	2,300
061-5050-004-660	Other Expenses	-	58	56	-	-	-	-
TOTAL DISTRICT 44, SUMMIT ESTATES #1		4,418	5,985	5,467	6,300	5,423	10,845	6,925
DISTRICT 45, NEW EXPRESSIONS #5 (lighting only)								
061-5050-005-120	Building/Grounds Maintenance	1	-	-	-	-	-	-
061-5050-005-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-005-420	Utilities	980	1,032	734	1,075	22	52	850
061-5050-005-660	Other Expenses	-	93	-	-	-	-	-
TOTAL DISTRICT 45, NEW EXPRESSIONS #5		981	1,125	734	1,075	22	52	850
DISTRICT 46, MOOREA MANOR								
061-5050-006-120	Building/Grounds Maintenance	24	148	99	100	6	12	100
061-5050-006-230	Professional/Temp Services	2,613	2,874	2,874	3,449	1,372	3,018	3,200
061-5050-006-420	Utilities	911	890	942	1,200	460	921	1,200
061-5050-006-660	Other Expenses	-	-	115	-	-	-	-
TOTAL DISTRICT 46, MOOREA MANOR		3,548	3,913	4,030	4,749	1,838	3,951	4,500

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/24 BUDGET
DISTRICT 50, RIVERVIEW ESTATES, PHASE 5 (lighting only)								
061-5050-007-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-007-420	Utilities	329	376	243	400	7	14	380
061-5050-007-660	Other Expenses	-	-	-	-	-	-	-
TOTAL DISTRICT 50, RIVERVIEW ESTATES, PHASE 5		329	376	243	400	7	14	380
DISTRICT 47, CHELSEA GLEN								
061-5050-008-120	Building/Grounds Maintenance	24	240	99	100	6	12	100
061-5050-008-230	Professional/Temp Services	2,088	2,088	2,506	2,756	1,148	2,297	2,756
061-5050-008-420	Utilities	2,510	2,358	2,525	2,500	986	1,972	2,500
061-5050-008-660	Other Expenses	-	-	115	-	-	-	-
TOTAL DISTRICT 47, CHELSEA GLEN		4,622	4,686	5,245	5,356	2,140	4,281	5,356
DISTRICT 48, NADER HOMES								
061-5050-009-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-009-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-009-420	Utilities	-	-	-	-	-	-	-
061-5050-009-660	Other Expenses	-	68	27	100	-	-	100
TOTAL DISTRICT 48, NADER HOMES		-	68	27	100	-	-	100

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/24 BUDGET
DISTRICT 49 RANCH VICTORIA PHASE 2-4								
061-5050-010-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-010-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-010-420	Utilities	-	-	-	-	-	-	-
061-5050-010-660	Other Expenses	-	65	27	100	-	-	100
TOTAL DISTRICT 49 RANCH VICTORIA PHASE 2-4		-	65	27	100	-	-	100
DISTRICT 51 SUMMIT ESTATES TWO, PHASE I								
061-5050-011-120	Building/Grounds Maintenance	-	240	99	100	6	12	100
061-5050-011-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-011-420	Utilities	-	-	-	-	-	-	-
061-5050-011-660	Other Expenses	-	-	-	-	-	-	-
TOTAL DISTRICT 51 SUMMIT ESTATES TWO, PHASE I		-	240	99	100	6	12	100
DISTRICT 52 SUMMIT HERITAGE VILLAS								
061-5050-012-120	Building/Grounds Maintenance	-	-	-	100	-	-	100
061-5050-012-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-012-420	Utilities	-	-	-	-	-	-	-
061-5050-012-660	Other Expenses	-	36	-	-	-	-	-
TOTAL DISTRICT 52 SUMMIT HERITAGE VILLAS		-	36	-	100	-	-	100

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/24 BUDGET
DISTRICT 53 TROOPER TERRACE								
061-5050-013-120	Building/Grounds Maintenance	669	240	552	700	6	12	575
061-5050-013-230	Professional/Temp Services	1,196	1,196	1,435	1,579	628	1,256	1,579
061-5050-013-420	Utilities	1,049	948	851	1,200	392	784	1,100
061-5050-013-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 53 TROOPER TERRACE		2,914	2,442	2,953	3,479	1,026	2,052	3,254
DISTRICT 54 WINDSOR COURT								
061-5050-014-120	Building/Grounds Maintenance	274	348	348	500	6	12	500
061-5050-014-230	Professional/Temp Services	2,088	2,088	2,506	2,756	1,148	2,296	2,756
061-5050-014-420	Utilities	2,164	2,217	1,485	2,500	736	1,472	2,300
061-5050-014-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 54 WINDSOR COURT		4,527	4,712	4,453	5,756	1,890	3,780	5,556
DISTRICT 55 SUMMIT EST II PH2								
061-5050-015-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-015-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-015-420	Utilities	-	-	-	-	-	-	-
061-5050-015-660	Other Expenses	-	36	-	100	-	-	100
TOTAL DISTRICT 55 SUMMIT EST II PH2		-	36	-	100	-	-	100

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DISTRICT 56 ROYAL OAKS 1-A								
061-5050-016-020	Salaries, Part-time	-	-	-	1,300	-	-	1,000
061-5050-016-090	Benefits	-	-	-	52	-	-	400
061-5050-016-120	Building/Grounds Maintenance	176	754	311	400	983	1,966	1,000
061-5050-016-230	Professional/Temp Services	-	-	1,064	-	2,660	6,384	6,384
061-5050-016-420	Utilities	1,351	1,778	1,982	2,000	1,260	1,633	2,000
061-5050-016-660	Other Expenses	-	-	410	6,384	-	-	-
TOTAL DISTRICT 56 ROYAL OAKS 1-A		1,527	2,532	3,767	10,136	4,903	9,983	10,784
DISTRICT 57 VILLAS SIERRA MEADOW								
061-5050-017-020	Salaries, Part-time	-	-	-	-	-	-	-
061-5050-017-090	Benefits	-	-	-	-	-	-	-
061-5050-017-120	Building/Grounds Maintenance	-	-	-	500	-	-	-
061-5050-017-230	Professional/Temp Services	-	-	630	3,780	1,575	3,150	3,780
061-5050-017-420	Utilities	-	-	-	-	-	-	-
061-5050-017-660	Other Expenses	-	475	-	-	-	-	-
TOTAL DISTRICT 57 VILLAS SIERRA MEADOW		-	475	630	4,280	1,575	3,150	3,780
DISTRICT 1, WESTWOOD ESTATES 1 - 3 (consolidated*)								
061-5050-036-010	Salaries, Regular	995	1,311	1,192	1,000	-	-	1,000
061-5050-036-030	Salaries, Overtime	260	-	-	-	-	-	-
061-5050-036-090	Benefits	815	947	728	750	-	-	720
061-5050-036-120	Building/Grounds Maintenance	715	5,207	935	1,000	6	12	1,000
061-5050-036-230	Professional/Temp Services	4,355	8,710	15,678	15,678	6,859	13,718	15,678
061-5050-036-420	Utilities	3,916	3,882	4,456	5,000	3,197	3,944	5,000
061-5050-036-660	Other Expenses	-	58	75	-	-	-	-
TOTAL DISTRICT 1, WESTWOOD ESTATES 1 - 3		11,055	20,115	23,065	23,428	10,062	17,674	23,398

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JASMINE RANCH, ANNEX 2								
061-5050-039-010	Salaries, Regular	943	893	934	1,000	-	-	1,000
061-5050-039-090	Benefits	656	649	495	750	-	-	720
061-5050-039-120	Building/Grounds Maintenance	356	627	147	700	254	508	700
061-5050-039-230	Professional/Temp Services	3,264	3,264	3,917	3,917	1,306	2,611	3,917
061-5050-039-420	Utilities	2,134	2,158	2,101	3,000	1,569	2,450	3,000
061-5050-039-660	Other Expenses	-	58	115	-	-	-	-
TOTAL JASMINE RANCH, ANNEX 2		7,352	7,649	7,710	9,367	3,128	5,569	9,337
PORTER CREEK, ANNEX 3 (consolidated)**								
061-5050-040-010	Salaries, Regular	968	1,490	989	1,000	179	357	1,000
061-5050-040-020	Salaries, Part-time	-	-	-	-	-	-	-
061-5050-040-090	Benefits	684	1,135	588	750	140	280	720
061-5050-040-120	Building/Grounds Maintenance	1,681	1,144	5,577	1,500	1,322	1,763	1,600
061-5050-040-230	Professional/Temp Services	5,450	8,515	12,355	13,591	5,663	11,326	13,591
061-5050-040-420	Utilities	2,858	1,913	2,992	3,500	2,392	3,460	3,500
061-5050-040-660	Other Expenses	-	58	75	-	-	-	-
TOTAL PORTER CREEK, ANNEX 3		11,640	14,256	22,577	20,341	9,696	17,186	20,411

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LA VIDA PARK, ANNEX 4								
061-5050-041-010	Salaries, Regular	669	2,497	2,600	3,000	2,970	5,940	3,000
061-5050-041-020	Salaries, Part-time	875	-	-	-	-	-	-
061-5050-041-090	Benefits	850	2,048	1,772	2,250	2,248	4,495	2,160
061-5050-041-120	Building/Grounds Maintenance	24	405	390	300	6	12	300
061-5050-041-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-041-420	Utilities	1,071	1,073	1,088	1,200	632	1,207	1,200
061-5050-041-660	Other Expenses	-	58	115	-	-	-	-
TOTAL LA VIDA PARK, ANNEX 4		3,490	6,081	5,966	6,750	5,856	11,655	6,660
WESTWOOD ESTATES 4 - 5, ANNEX 5 (consolidated)*								
061-5050-042-010	Salaries, Regular	324	936	824	1,200	-	-	1,200
061-5050-042-090	Benefits	228	664	576	900	-	-	864
061-5050-042-120	Building/Grounds Maintenance	715	4,233	99	1,000	161	322	1,000
061-5050-042-230	Professional/Temp Services	4,355	2,177	-	-	-	-	-
061-5050-042-420	Utilities	2,114	1,659	2,653	3,000	1,657	2,635	2,800
061-5050-042-660	Other Expenses	-	58	75	-	-	-	-
TOTAL WESTWOOD ESTATES 4 - 5, ANNEX 5		7,736	9,727	4,228	6,100	1,818	2,957	5,864
NORTHPOINTE 1, ANNEX 6 (lighting only)								
061-5050-043-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-043-420	Utilities	818	862	610	950	18	43	910
061-5050-043-660	Other Expenses	-	58	115	-	-	-	-
TOTAL NORTHPOINTE 1, ANNEX 6		818	920	725	950	18	43	910

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QUAIL PARK, PHASE 2, ANNEX 7 (lighting only)								
061-5050-044-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-044-420	Utilities	85	90	64	100	2	5	100
061-5050-044-660	Other Expenses	-	-	-	-	-	-	-
TOTAL QUAIL PARK, PHASE 2, ANNEX 7		85	90	64	100	2	5	100
WESTWOOD PARK, UN 3, ANNEX 8 (lighting only)								
061-5050-045-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-045-420	Utilities	264	278	194	325	6	14	300
061-5050-045-660	Other Expenses	-	-	-	-	-	-	-
TOTAL WESTWOOD PARK, UN 3, ANNEX 8		264	278	194	325	6	14	300
MASONIC TEMPLE, ANNEX 9 (lighting only)								
061-5050-046-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-046-420	Utilities	51	54	35	100	1	3	75
061-5050-046-660	Other Expenses	-	-		-	-	-	-
TOTAL MASONIC TEMPLE, ANNEX 9		51	54	35	100	1	3	75

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WESTVIEW, ANNEX 10								
061-5050-047-010	Salaries, Regular	669	1,908	1,983	2,000	2,742	5,483	3,500
061-5050-047-020	Salaries, Part-time	875	-	-	750	-	-	-
061-5050-047-090	Benefits	850	1,606	1,380	1,530	2,073	4,147	2,520
061-5050-047-120	Building/Grounds Maintenance	24	240	99	100	6	12	100
061-5050-047-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-047-420	Utilities	587	584	558	780	280	571	650
061-5050-047-660	Other Expenses	-	58	115	-	-	-	-
TOTAL WESTVIEW, ANNEX 10		3,005	4,396	4,135	5,160	5,101	10,213	6,770
NEW HORIZONS, PHASE 1, ANNEX 11 (lighting only)								
061-5050-048-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-048-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-048-420	Utilities	839	883	543	915	18	44	915
061-5050-048-660	Other Expenses	-	58	115	-	-	-	-
TOTAL NEW HORIZONS, PHASE 1, ANNEX 11		839	941	658	915	18	44	915

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SUNRISE ESTATES, PHASE 6, ANNEX 12								
061-5050-049-010	Salaries, Regular	-	-	-	-	-	-	-
061-5050-049-090	Benefits	-	-	-	-	-	-	-
061-5050-049-120	Building/Grounds Maintenance	24	92	-	100	-	-	100
061-5050-049-420	Utilities	501	314	298	550	7	16	525
061-5050-049-660	Other Expenses	-	-	60	-	-	-	-
TOTAL SUNRISE ESTATES, PHASE 6, ANNEX 12		525	406	358	650	7	16	625
NORTHPOINTE II, ANNEX 15 (lighting only)								
061-5050-052-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-052-420	Utilities	257	270	192	300	6	14	300
061-5050-052-660	Other Expenses	-	-	-	-	-	-	-
TOTAL NORTHPOINTE II, ANNEX 15		257	270	192	300	6	14	300

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WISCONSIN MANOR I, ANNEX 14								
061-5050-053-120	Building/Grounds Maintenance	24	240	99	100	6	12	100
061-5050-053-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-053-420	Utilities	543	536	504	650	230	543	625
061-5050-053-660	Other Expenses	-	58	115	-	-	-	-
TOTAL WISCONSIN MANOR I, ANNEX 14		567	835	718	750	236	555	725
NEW HORIZONS, PHASE 2, ANNEX 16 (lighting only)								
061-5050-054-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-054-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-054-420	Utilities	691	727	514	800	15	36	800
061-5050-054-660	Other Expenses	-	58	115	-	-	-	-
TOTAL NEW HORIZONS, PHASE 2, ANNEX 16		691	785	629	800	15	36	800
WESTWOOD VILLAGE MOBILE HOME PARK, ANNEX 18 (lighting only)								
061-5050-056-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-056-420	Utilities	255	268	174	300	5	12	275
061-5050-056-660	Other Expenses	-	-	-	-	-	-	-
TOTAL WESTWOOD VILLAGE MOBILE HOME PARK		255	268	174	300	5	12	275

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CASTLE WOODS, PHASE 1, ANNEX 19 (lighting only)								
061-5050-057-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-057-420	Utilities	434	457	322	500	9	23	500
061-5050-057-660	Other Expenses	-	58	115	-	-	-	-
TOTAL CASTLE WOODS, PHASE 1, ANNEX 19		434	515	437	500	9	23	500
DISTRICT 2, NORTH CREEK SUBDIVISION (consolidated)**								
061-5050-058-010	Salaries, Regular	374	944	879	800	-	-	800
061-5050-058-090	Benefits	255	680	470	600	-	-	576
061-5050-058-120	Building/Grounds Maintenance	969	368	99	700	287	574	700
061-5050-058-230	Professional/Temp Services	5,813	4,481	4,118	4,530	1,888	4,530	4,530
061-5050-058-420	Utilities	1,878	2,076	2,530	2,700	1,461	2,821	2,700
061-5050-058-660	Other Expenses	-	58	75	-	-	-	-
TOTAL DISTRICT 2, NORTH CREEK SUBDIVISION		9,289	8,607	8,173	9,330	3,635	7,925	9,306
DISTRICT 3, NEW EXPRESSIONS, PHASE 1 (lighting only)								
061-5050-059-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-059-420	Utilities	426	448	319	500	9	23	500
061-5050-059-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 3, NEW EXPRESSIONS, PHASE 1		426	507	434	500	9	23	500

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DISTRICT 4, RIVER SPRINGS, PHASE 1								
061-5050-060-010	Salaries, Regular	661	2,184	2,513	2,500	2,878	5,756	4,000
061-5050-060-020	Salaries, Part-time	905	-	-	750	-	-	-
061-5050-060-090	Benefits	850	1,800	1,695	1,905	2,177	4,354	2,880
061-5050-060-120	Building/Grounds Maintenance	1,794	240	339	200	18	36	200
061-5050-060-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-060-420	Utilities	1,457	1,480	1,347	1,750	547	1,093	1,700
061-5050-060-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 4, RIVER SPRINGS, PHASE 1		5,667	5,761	6,010	7,105	5,620	11,240	8,780
DISTRICT 5, CASTLE WOODS, PHASE 2								
061-5050-061-120	Building/Grounds Maintenance	24	240	99	100	6	12	100
061-5050-061-230	Professional/Temp Services	744	744	893	982	391	781	982
061-5050-061-420	Utilities	1,109	1,070	999	1,200	303	729	1,200
061-5050-061-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 5, CASTLE WOODS, PHASE 2		1,878	2,113	2,106	2,282	700	1,522	2,282
DISTRICT 6, CREEKVIEW SUBDIVISION (consolidated)**								
061-5050-062-010	Salaries, Regular	150	1,103	1,154	900	-	-	900
061-5050-062-090	Benefits	108	810	631	675	-	-	648
061-5050-062-120	Building/Grounds Maintenance	971	240	99	750	6	12	750
061-5050-062-230	Professional/Temp Services	5,450	4,195	3,432	3,775	1,573	3,146	3,775
061-5050-062-420	Utilities	1,593	1,289	1,521	2,000	820	1,766	2,000
061-5050-062-660	Other Expenses	-	58	75	-	-	-	-
TOTAL DISTRICT 6, CREEKVIEW SUBDIVISION		8,271	7,695	6,913	8,100	2,399	4,924	8,073

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DISTRICT 7, FORD ESTATES, PHASE 1								
061-5050-063-010	Salaries, Regular	636	1,868	1,811	2,000	2,654	5,308	3,000
061-5050-063-020	Salaries, Part-time	875	-	-	750	-	-	-
061-5050-063-090	Benefits	820	1,566	1,244	1,530	2,008	4,016	2,160
061-5050-063-120	Building/Grounds Maintenance	24	240	99	100	6	12	100
061-5050-063-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-063-420	Utilities	660	763	669	950	256	511	800
061-5050-063-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 7, FORD ESTATES, PHASE 1		3,015	4,496	3,938	5,330	4,923	9,846	6,060
DISTRICT 8, RIVER BREEZE SUBDIVISION								
061-5050-064-010	Salaries, Regular	-	680	660	680	-	-	680
061-5050-064-090	Benefits	-	485	385	510	-	-	490
061-5050-064-120	Building/Grounds Maintenance	161	334	99	225	6	12	
061-5050-064-230	Professional/Temp Services	1,307	1,307	1,568	1,725	719	1,437	1,725
061-5050-064-420	Utilities	1,056	935	780	1,100	247	504	1,100
061-5050-064-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 8, RIVER BREEZE SUBDIVISION		2,523	3,799	3,607	4,240	972	1,953	3,994
DISTRICT 9, ORCHARD RIDGE, PHASE 3 (lighting only)								
061-5050-065-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-065-420	Utilities	426	448	319	550	9	23	525
061-5050-065-660	Other Expenses	-	-	-	-	-	-	-
TOTAL DISTRICT 9, ORCHARD RIDGE, PHASE 3		426	448	319	550	9	23	525

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DISTRICT 10, ORCHARD RIDGE, PHASE 4 (lighting only)								
061-5050-066-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-066-420	Utilities	170	179	128	250	4	9	225
061-5050-066-660	Other Expenses	-	-	-	-	-	-	-
TOTAL DISTRICT 10, ORCHARD RIDGE, PHASE 4		170	179	128	250	4	9	225
DISTRICT 11, ORCHARD RIDGE, PHASE 5 (lighting only)								
061-5050-067-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-067-420	Utilities	596	627	447	680	13	32	660
061-5050-067-660	Other Expenses	-	-	-	-	-	-	-
TOTAL DISTRICT 11, ORCHARD RIDGE, PHASE 5		596	627	447	680	13	32	660
DISTRICT 12, WESTWOOD ESTATES, PHASE 2								
061-5050-068-010	Salaries, Regular	847	993	1,044	1,200	-	-	1,200
061-5050-068-090	Benefits	593	685	688	900	-	-	864
061-5050-068-120	Building/Grounds Maintenance	715	4,396	291	1,000	76	275	800
061-5050-068-230	Professional/Temp Services	3,992	2,177	-	-	-	-	-
061-5050-068-420	Utilities	2,198	2,251	2,226	3,350	1,028	2,055	2,700
061-5050-068-660	Other Expenses	-	58	75	-	-	-	-
TOTAL DISTRICT 12, WESTWOOD ESTATES, PHASE 2		8,345	10,561	4,326	6,450	1,104	2,330	5,564

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DISTRICT 13, RIVER RANCH, PHASE 3								
061-5050-069-120	Building/Grounds Maintenance	24	240	99	100	6	12	100
061-5050-069-230	Professional/Temp Services	1,307	1,307	1,568	1,725	719	1,437	1,725
061-5050-069-420	Utilities	349	367	258	400	8	18	400
061-5050-069-660	Other Expenses	-	-	60	-	-	-	-
TOTAL DISTRICT 13, RIVER RANCH, PHASE 3		1,680	1,914	1,985	2,225	732	1,467	2,225
DISTRICT 14, RIVER SPRINGS, PHASE 2 (lighting only)								
061-5050-070-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-070-420	Utilities	468	493	351	525	10	25	525
061-5050-070-660	Other Expenses	-	-	60	-	-	-	-
TOTAL DISTRICT 14, RIVER SPRINGS, PHASE 2		468	493	411	525	10	25	525
DISTRICT 15, MEADOWOOD, PHASE 1								
061-5050-071-120	Building/Grounds Maintenance	50	240	99	100	6	12	100
061-5050-071-230	Professional/Temp Services	1,261	1,316	1,579	1,737	691	1,381	1,737
061-5050-071-420	Utilities	3,947	3,645	3,256	4,200	1,863	3,326	4,200
061-5050-071-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 15, MEADOWOOD, PHASE 1		5,258	5,259	5,049	6,037	2,560	4,719	6,037

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/24 BUDGET
DISTRICT 16, NEW EXPRESSIONS, PHASE 2								
061-5050-072-120	Building/Grounds Maintenance	205	240	99	100	6	12	100
061-5050-072-230	Professional/Temp Services	2,613	2,613	3,136	3,449	1,437	2,874	3,449
061-5050-072-420	Utilities	2,182	1,799	1,548	2,200	657	1,214	2,200
061-5050-072-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 16, NEW EXPRESSIONS, PHASE 2		5,000	4,710	4,898	5,749	2,100	4,100	5,749
DISTRICT 17, ORCHARD RIDGE, PHASE 6 (lighting only)								
061-5050-073-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-073-420	Utilities	298	314	223	350	7	16	325
061-5050-073-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 17, ORCHARD RIDGE, PHASE 6		298	372	339	350	7	16	325
DISTRICT 18, OHIO NORTH SUBDIVISION (lighting only)								
061-5050-074-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-074-420	Utilities	85	90	64	100	2	4	100
061-5050-074-660	Other Expenses	-	-	-	-	-	-	-
TOTAL DISTRICT 18, OHIO NORTH SUBDIVISION		85	90	64	100	2	4	100

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/24 BUDGET
DISTRICT 19, WILLIAMS RANCH, PHASE 1								
061-5050-075-010	Salaries, Regular	449	2,198	440	1,500	-	-	1,500
061-5050-075-090	Benefits	321	1,560	259	1,125	-	-	1,080
061-5050-075-120	Building/Grounds Maintenance	5,086	295	119	300	180	241	300
061-5050-075-230	Professional/Temp Services	1,560	1,560	1,872	1,872	780	1,560	1,872
061-5050-075-420	Utilities	1,922	1,778	2,271	2,700	1,090	2,181	2,500
061-5050-075-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 19, WILLIAMS RANCH, PHASE 1		9,337	7,450	5,075	7,497	2,050	3,982	7,252
DISTRICT 20, WEST VIEW PLACE SUBDIVISION (lighting only)								
061-5050-076-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-076-420	Utilities	171	181	128	200	4	9	200
061-5050-076-660	Other Expenses	-	-	60	-	-	-	-
TOTAL DISTRICT 20, WEST VIEW PLACE SUBDIVISION		171	181	188	200	4	9	200
DISTRICT 21, ORCHARD RIDGE, PHASE 7 (lighting only)								
061-5050-077-010	Salaries, Regular	-	-	-	-	-	-	-
061-5050-077-020	Salaries, Part-time	-	-	-	-	-	-	-
061-5050-077-090	Benefits	-	-	-	-	-	-	-
061-5050-077-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-077-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-077-420	Utilities	255	269	191	300	6	14	275
061-5050-077-660	Other Expenses	-	-	-	-	-	-	-
TOTAL DISTRICT 21, ORCHARD RIDGE, PHASE 7		255	269	191	300	6	14	275

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/24 BUDGET
DISTRICT 22, MEADOWOOD, PHASE 2								
061-5050-078-120	Building/Grounds Maintenance	24	239	99	100	6	12	100
061-5050-078-230	Professional/Temp Services	1,261	1,316	1,579	1,737	691	1,381	1,737
061-5050-078-420	Utilities	829	873	613	925	18	43	925
061-5050-078-660	Other Expenses	-	-	60	-	-	-	-
TOTAL DISTRICT 22, MEADOWOOD, PHASE 2		2,114	2,427	2,351	2,762	715	1,436	2,762
DISTRICT 23, RIVER VIEW, PHASE 3 (lighting only)								
061-5050-079-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-079-420	Utilities	468	493	351	545	10	25	525
061-5050-079-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 23, RIVER VIEW, PHASE 3		468	551	466	545	10	25	525
DISTRICT 24, ORCHARD RIDGE, PHASE 8								
061-5050-080-120	Building/Grounds Maintenance	24	240	99	100	6	12	100
061-5050-080-230	Professional/Temp Services	1,196	1,196	1,435	1,579	628	1,256	1,579
061-5050-080-420	Utilities	1,849	1,993	1,788	2,200	832	1,664	2,200
061-5050-080-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 24, ORCHARD RIDGE, PHASE 8		3,069	3,487	3,438	3,879	1,466	2,932	3,879

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/24 BUDGET
DISTRICT 25, CASAS BUENA VISTA								
061-5050-081-010	Salaries, Regular	671	708	4,885	3,000	419	839	3,000
061-5050-081-090	Benefits	464	523	3,122	2,250	305	611	2,160
061-5050-081-120	Building/Grounds Maintenance	1,192	1,061	373	1,000	109	218	1,000
061-5050-081-230	Professional/Temp Services	10,452	10,452	12,542	13,797	5,749	11,497	13,797
061-5050-081-420	Utilities	3,423	3,823	3,488	4,200	2,609	5,217	4,200
061-5050-081-660	Other Expenses	106	58	115	-	-	-	-
TOTAL DISTRICT 25, CASAS BUENA VISTA		16,308	16,625	24,526	24,247	9,191	18,382	24,157
DISTRICT 26, ORCHARD RIDGE, PHASE 9 (lighting only)								
061-5050-082-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-082-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-082-420	Utilities	426	448	319	500	9	23	475
061-5050-082-660	Other Expenses	-	58	56	-	-	-	-
TOTAL DISTRICT 26, ORCHARD RIDGE, PHASE 9		426	507	375	500	9	23	475
DISTRICT 27, NEW EXPRESSIONS, PHASE 3								
061-5050-083-120	Building/Grounds Maintenance	24	290	99	100	6	12	100
061-5050-083-420	Utilities	468	493	351	540	10	25	540
061-5050-083-660	Other Expenses	-	-	60	-	-	-	-
TOTAL DISTRICT 27, NEW EXPRESSIONS, PHASE 3		492	783	510	640	16	37	640

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/24 BUDGET
DISTRICT 28, MEADOWOOD, PHASE 3 (lighting only)								
061-5050-084-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-084-420	Utilities	1,117	1,177	834	1,400	24	59	1,200
061-5050-084-660	Other Expenses	-	-	-	-	-	-	-
TOTAL DISTRICT 28, MEADOWOOD, PHASE 3		1,117	1,177	834	1,400	24	59	1,200
DISTRICT 29, RIVER SPRINGS, PHASE 3 (lighting only)								
061-5050-085-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-085-420	Utilities	383	403	359	550	8	20	425
061-5050-085-660	Other Expenses	-	58	-	-	-	-	-
TOTAL DISTRICT 29, RIVER SPRINGS, PHASE 3		383	462	359	550	8	20	425
DISTRICT 30, SIERRA MEADOWS, PHASE 1								
061-5050-086-010	Salaries, Regular	1,017	528	2,886	2,000	-	-	2,000
061-5050-086-030	Salaries, Overtime	-	-	-	-	-	-	-
061-5050-086-090	Benefits	714	397	1,545	1,500	-	-	1,440
061-5050-086-120	Building/Grounds Maintenance	1,832	6,890	3,437	1,500	(2,400)	1,074	1,500
061-5050-086-230	Professional/Temp Services	4,320	4,320	5,184	5,184	2,160	4,320	5,184
061-5050-086-420	Utilities	4,514	4,630	4,791	5,600	2,482	4,965	5,600
061-5050-086-660	Other Expenses	-	58	60	-	-	-	-
TOTAL DISTRICT 30, SIERRA MEADOWS, PHASE 1		12,397	16,824	17,903	15,784	2,242	10,359	15,724

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/24 BUDGET
DISTRICT 31, WILLIAMS RANCH, PHASE 2 & 3								
061 5050-087-120	Building/Grounds Maintenance	113	233	99	200	6	12	200
061-5050-087-230	Professional/Temp Services	2,838	2,600	3,120	3,120	1,300	2,600	3,120
061-5050-087-420	Utilities	2,005	2,038	1,503	2,200	411	821	2,000
061-5050-087-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 31, WILLIAMS RANCH, PHASE 2 & 3		4,957	4,930	4,838	5,520	1,717	3,433	5,320
DISTRICT 32, SUNRISE VILLA, PHASE 1-3 (lighting only)								
061-5050-088-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-088-420	Utilities	553	583	415	640	12	30	600
061-5050-088-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 32, SUNRISE VILLA, PHASE 1-3		553	641	530	640	12	30	600
DISTRICT 33, NEW EXPRESSIONS, PHASE 4 (lighting and wall)								
061-5050-089-120	Building/Grounds Maintenance	-	147	99	100	6	12	100
061-5050-089-420	Utilities	556	585	416	625	12	24	600
061-5050-089-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 33, NEW EXPRESSIONS, PHASE 4		556	790	630	725	18	36	700

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/24 BUDGET
DISTRICT 34, MEADOW BREEZE, PHASE 1 (lighting only)								
061-5050-090-010	Salaries, Regular	-	-	-	-	-	-	-
061-5050-090-020	Salaries, Part-time	-	-	-	-	-	-	-
061-5050-090-090	Benefits	-	-	-	-	-	-	-
061-5050-090-120	Building/Grounds Maintenance	78	-	-	-	-	-	-
061-5050-090-420	Utilities	881	907	655	1,100	93	227	975
061-5050-090-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 34, MEADOW BREEZE, PHASE 1		959	966	770	1,100	93	227	975
DISTRICT 35, MEADOW BREEZE, PHASE 2 (lighting only)								
061-5050-091-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-091-420	Utilities	383	403	287	500	8	17	425
061-5050-091-660	Other Expenses	-	58	243	-	-	-	-
TOTAL DISTRICT 35, MEADOW BREEZE, PHASE 2		383	462	531	500	8	17	425
DISTRICT 37, RIVERVIEW ESTATES, PHASE 4 (lighting only)								
061-5050-093-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-093-420	Utilities	213	224	160	250	5	12	225
061-5050-093-660	Other Expenses	-	-	60	-	390	390	-
TOTAL DISTRICT 37, RIVERVIEW ESTATES, PHASE 4		213	224	219	250	395	402	225

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2026/27

ACCT#	ACCOUNT NAME	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 BUDGET	Y-T-D 31-Dec-25	PROJECTED 30-Jun-26	PROPOSED FY 2026/24 BUDGET
DISTRICT 38, RANCH VICTORIA PHASE 1 (lighting only)								
061-5050-094-420	Utilities	469	476	469	500	198	396	500
061-5050-094-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 38, RANCH VICTORIA PHASE 1		469	534	584	500	198	396	500
DISTRICT 39, WILLIAMS RANCH PHASE 4 (lighting only)								
061-5050-095-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-095-420	Utilities	723	762	542	825	16	32	780
061-5050-095-660	Other Expenses	-	-	60	-	-	-	-
TOTAL DISTRICT 39, WILLIAMS RANCH PHASE 4		723	762	602	825	16	32	780
DISTRICT 40, AMALENE ESTATES								
061-5050-096-010	Salaries, Regular	-	-	-	-	-	-	-
061-5050-096-090	Benefits	-	-	-	-	-	-	-
061-5050-096-120	Building/Grounds Maintenance	24	240	99	100	6	12	100
061-5050-096-230	Professional/Temp Services	2,613	2,613	3,136	3,449	1,097	2,195	3,449
061-5050-096-420	Utilities	2,194	2,447	1,975	2550	747	1,494	2000
061-5050-096-660	Other Expenses	-	58	115	-	-	-	-
TOTAL DISTRICT 40, AMALENE ESTATES		4,831	5,358	5,325	6,099	1,850	3,701	5,549
TOTAL LANDSCAPE MAINTENANCE DISTRICTS		**201,267**	**233,703**	**237,189**	**270,987**	**106,228**	**212,463**	**271,032**

CITY OF PORTERVILLE
ANNUAL BUDGET
2026-2027

EQUIPMENT REPLACEMENT SCHEDULE

DEPARTMENT	EQUIPMENT DESCRIPTION	ESTIMATED COST
Finance - IT	Misc computer equipment	206,190
	Microsoft Office 365 Renewal	43,601
Police	Animal Control Trucks (2)	188,000
Parks Maintenance	16' Mower	160,000
	Dump Trailer	15,500
	Rear Flail Mower*	15,000
	Skid Steer Attachments - Auger, Sweeper*	20,000
Public Works - Streets	Grader	300,000
	2 Flatbed Trucks	240,000
	Total General Fund Equipment Replacement	**1,188,291**
Golf	Sand Trap Groomer*	30,000
	Total Golf Course Equipment Replacement	**30,000**
Public Works - Ind. Pre-Treatment	BOD Incubator	12,000
Public Works - Laboratory	TKN Block Digestor	9,000
	Distillation Unit	5,000
	Analytical Balance	2,500
	Total Sewer Equipment Replacement	**28,500**
Transportation - Solid Waste	Automated Containers	250,000
	Commercial Bins and Rolloff Containers	250,000
	Total Solid Waste Equipment Replacement	**500,000**
Public Works - Water Quality	Chlorine Station	250,000
Public Works - Water Distribution	Computer/Misc Equipment	5,000
	HAV Sprayer	120,000
	Dump Truck	250,000
	Portable Air Compressor	41,000
	Total Water Equipment Replacement	**666,000**
Transportation - Equip. Maintenance	Pick Up Truck	80,000
	Total Equipment Maintenance Replacement	**80,000**
	TOTAL 2026/27 EQUIPMENT REPLACEMENT	**2,492,791**

CAPITAL IMPROVEMENT STRATEGIES - FUNDING SUMMARY FISCAL YEAR 2026/2027

FUNDING SOURCE	26/27
General Fund (GF)	$201,000
General Fund Reserve Capital Improvement (GFRCI)	$0
General Fund Reserve Deferred Maintenance (GFRDM)	$950,000
Air District	$0
Air Resources Board (CARB)	$0
Airport Operating Fund (AOF)	$220,325
Airport Replacement and Development Fund (ARDF)	$250,000
Active Transportation Program Grant (ATP)	$3,370,999
American Rescue Plan Act (ARPA)	$854,761
Asset Forfeitures (AF)	$0
Building Construction Fund (BCF)	$0
Cal State Library Grant (CSLG)	$484,850
California Division of Aeronautics (CA Div of Aero)	$34,675
California Governor's Office of Emergency Services Grant (OES)	$1,098,892
CEQA Mitigation	$0
Certificates of Participation (COP)	$1,800,000
Community Development Block Grant (CDBG)	$990,000
Community Project Funding/Congressionally Directed Spending (CPF/CDS)	$0
Community Promotions (Promos)	$40,000
Congestion Mitigation and Air Quality Grant (CMAQ)	$0
Department of Water Resources (DWR)	$0
Equipment Replacement Fund (ERF)	$1,222,703
Federal Aviation Admin. Airport Improvement Program Grant (FAA/AIP)	$1,375,000
Federal Transit Authority (FTA 5307)	$234,459
Federal Transit Authority (FTA 5339)	$0
Highway Bridge Program (HBP)	$0
Highway Safety Improvement Program (HSIP)	$660,000
Insurance Proceeds	$1,630,970
Land Sale Revenue (Land Sale)	$0
Local Transportation Funds (LTF)	$34,000
Local Transportation Funds - Transit (LTF Transit)	$58,615
Low Carbon Transit Operations Program (LCTOP)	$170,000
Measure H (MH)	$2,110,316
Measure I (MI)	$13,740,603
Measure R - Alternative Transportation (Measure R AT)	$4,316,001
Measure R - Local (Measure R Local)	$2,292,600
Measure R - Regional (Measure R Reg)	$9,210,000
Measure R - Transit	$0
National Park Service Grant (NPS)	$150,000
Off Highway Vehicle Grant (OHV)	$0
Park Impact Fees (PIF)	$0
Proposition 68 (Prop 68)	$2,221,038
Rebuilding American Infrastructure w/Sustainability and Equity Grant (RAISE)	$0
Risk Management (RM)	$0
Road Repair and Accountability Act (SB1)	$2,913,666
Senate Bill 125 (SB125)	$8,000,000
Sewer Bond Refinance (Sewer Bond Refi)	$0
Sewer Developer Fees (Sewer DF)	$355,537
Sewer Operating Fund (SOF)	$30,000
Sewer Revolving Fund (SRF)	$4,893,021
Solid Waste Operating Fund (SWOF)	$30,000
Solid Waste Reserve (SW Reserve)	$4,165,000
Special Gas Tax (SGT)	$2,793,834
State of Good Repair (SGR)	$243,000
Storm Drain - Developer Fees (Storm Dr DF)	$1,003,000
Surface Transportation Program (STP)	$1,620,000
State Water Resources Control Board (SWRCB)	$11,783,035
Traffic Impact Fees (TIF)	$45,875
Wastewater Treatment Facility Impact Fees (WWTFIF)	$0
Wastewater Treatment Facility Reserve (WWTFR)	$5,092,266
Water - Developer Fees (Water DF)	$480,282
Water Operating Fund (WOF)	$30,000
Water Replacement Fund (WRF)	$13,782,581
Unfunded Projects	$0
TOTALS	**$106,982,904**

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

PUBLIC WORKS - BRIDGES & STREETS PROJECTS

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
ANNUAL STREET PROGRAMS:											
Annual Sidewalk and ADA Improvements				$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	Unfunded
Alleys	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000	STP
Curb, Gutter and Sidewalk Maintenance	$200,000	$200,000									STP
Utility Cover Adjustments	$300,000	$300,000									SRF
	$50,000	$50,000									WRF
Corporation Yard Parking lots Rehab	$60,000	$60,000									WRF
	$60,000	$60,000									SRF
	$60,000	$60,000									SW Reserve
GHHS Streets Record of Survey		$75,000	$75,000								STP
Rock Crushing and Screening	$70,000		$70,000		$70,000		$70,000		$70,000		STP
PAVEMENT PRESERVATION											
Design	$40,000										Measure R Local
Date Avenue											
Main to Plano	$300,000										SGT
Henderson Avenue											
Indiana to Jaye				$300,000							Measure R Local
Jaye to Second Street (1440')		$750,000									Measure R Local
Second to Plano				$300,000							Measure R Local
Lime Street											
Henderson Ave to Mulberry				$250,000							Measure R Local
Main Street											
Date Ave to 1/4 mile South of College Ave (5280')		$500,000									SGT
Mathew Street											
Westfield Ave to Castle Ave (2800')		$230,000									SGT
Newcomb Street											
Westfield Ave to Castle Ave (2640')			$430,000								Unfunded
Scranton Ave to 600 feet North of Scranton Ave (1320')				$35,000							Measure R Local
Orange Avenue											
Main to Date	$300,000										SGT
W North Grand Avenue											
Rose St to N Main St	$500,000										SGT
Scranton Avenue											
Indiana St to SR 65			$40,000								Unfunded
Springville Avenue											
Jaye Street to E Street (1700')			$110,000								Unfunded
Vandalia Avenue											
Indiana Street to Jaye Street (1400')		$1,000,000									Unfunded
Villa Street											
Theta Avenue to Mulberry Avenue (750')			$70,000								Unfunded
Westfield Avenue											
SR 65 to Indiana Street (1080')			$75,000								Unfunded
Total	$1,140,000	$2,480,000	$725,000	$885,000	$0	$0	$0	$0	$0	$0	
SELF PERFORMANCE STREETS PROGRAM											
Cold-mix & AC Pavement Overlay Program	$800,000	$800,000	$800,000	$800,000	$800,000	$800,000	$800,000	$800,000	$800,000	$800,000	STP
	$1,200,000	$1,200,000	$1,200,000	$1,200,000	$1,200,000	$1,200,000	$1,200,000	$1,200,000	$1,200,000	$1,200,000	MI
	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	Measure R Local
Cold Milling Machine Rental	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	SGT
Public Parking Lot	$0	$0	$0	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	LTF
Street Median Rehabilitation	$0	$0	$0	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	MI
Pavement Management Program											
Citywide Evaluation	$150,000			$150,000			$150,000			$150,000	SGT
Implementation & Maintenance		$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	SGT

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

PUBLIC WORKS - BRIDGES & STREETS PROJECTS

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
CITY PARKING LOTS:											
DOWNTOWN PARKING LOTS											
Main Street Parking Lot	$2,010,000										MI
Hockett St - Willow Alignment to Porter Slough											
Hockett & Cleveland Parking Lot			$500,000								Unfunded
Design		$75,000									Unfunded
BRIDGES:											
Olive Ave Bridge Widening Project - City/County Partnership											
Preliminary Design and Scoping (Federal funds)	$500,000										Measure R Reg
City Participation		$6,000,000									Measure R Reg
Olive Avenue Gateway Improvements											
Design and Environmental		$500,000									Measure R Reg
Rehabilitation between city limit and Westwood, incl new monument sign and landscaped medians				$12,000,000							Measure R Reg
SOTU Specific Plan Connectivity											
Newcomb Bridge - Tule River to Hwy 190 Connection											
Alignment Plan		$50,000									Measure R Reg
Design and Environmental		$500,000	$500,000								Measure R Reg
Land Acquisition						$500,000	$600,000	$300,000			Measure R Reg
Newcomb - Tule River/SR 190 (4 lanes)								$1,220,000			Measure R Reg
Bridge Construction								$10,000,000			Measure R Reg
Prospect Pedestrian Bridge - Tule River to northerly frontage road											
Alignment Plan		$50,000									Measure R AT
Design and Environmental		$500,000									Measure R AT
Land Acquisition			$500,000								Measure R AT
Bridge and Trail Construction				$3,000,000							Measure R AT
Frontage road btwn Tule River and SR 190 (northerly frontage)											
Alignment Plan		$50,000									Measure R Reg
Design and Environmental				$500,000							Measure R Reg
Land Acquisition					$500,000	$600,000	$300,000				Measure R Reg
Construction								$10,000,000			Unfunded
Westwood Bridge											
Design, Environmental & Land Acquisition								$1,100,000			Measure R Reg
Bridge Construction Cross Tule River								$10,000,000			Measure R Reg
SR 190 Corridor Improvements											
**=Riverwalk Marketplace Commercial Center Mitigation Projects - Phase II*											
SR 65 Interchange: Construct westbound auxillary lane from Jaye Street to SR65 onramp*											
Construction	$3,300,000										Measure R Reg
Main Street Intersection Improvements: Construct intersection improvements at Main St off-ramp terminal*											
Construction	$1,710,000										Measure R Reg
Newcomb Street Intersection: New SR 190 access @ Newcomb Street alignment. Construct single lane hybrid roundabout											
Design			$2,000,000								Unfunded
Construction						$25,300,000					Measure R Reg
Newcomb Street Rehabilitation: Teapot Dome to SR 190 (4 lanes)											
Design			$500,000								Unfunded
Construction						$6,800,000					Measure R Reg
Plano Street Intersection: Reconstruct Plano St/SR 190 Intersection to accommodate a dual lane roundabout with bypass lanes and bike/ped trail to east											
Design		$1,518,000									CMAQ
Property Acquisition		$1,118,000									CMAQ
Construction				$5,750,000							CMAQ

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

PUBLIC WORKS - BRIDGES & STREETS PROJECTS

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Plano Street Intersection @ College Ave: Reconstruct intersection to accommodate a single lane roundabout											
Design		$1,518,000									CMAQ
Property Acquisition		$1,118,000									CMAQ
Construction				$5,750,000							CMAQ
Westwood Street Intersection: Construct single lane hybrid roundabout @ Westwood Street											
Construction	$3,700,000										Measure R Reg
Conversion to Expressway btwn Westwood and SR 65											
Design							$1,000,000				Unfunded
Construction											Measure R Reg
Frontage Streets and local connectivity between Westwood and SR 65											
Prospect St - Poplar to Worth Avenue, incl. Poplar Ditch crossing											
Design			$350,000								Measure R Reg
Environmental & ROW acquisition			$500,000								Measure R Reg
Construction				$1,250,000							Measure R Reg
Worth Avenue - Prospect to Newcomb											
Design				$350,000							Measure R Reg
Environmental & ROW acquisition				$500,000							Measure R Reg
Construction					$1,400,000						Measure R Reg
Worth Avenue - Newcomb to Westwood											
Design						$500,000					Measure R Reg
Environmental & ROW acquisition						$750,000					Measure R Reg
Construction							$2,650,000				Measure R Reg
Total	$8,710,000	$5,272,000	$3,350,000	$13,600,000	$1,400,000	$33,350,000	$3,650,000	$0	$0		
SR 65 Corridor Improvements											
SR 65 Frontage Road - West North Grand to Linda Vista						$1,000,000					Unfunded
SR 65 Frontage Road - Pioneer to West North Grand						$750,000					Unfunded
STREETS:											
Castle Avenue Extension											
Design	$250,000										STP
ROW Acquisition		$500,000									STP
Construction			$4,000,000								Unfunded
Date Avenue Widening - "H" to Jaye & Kessing Extension (Date to River)											
ROW Acquisition		$300,000									LTF
Construction			$3,000,000								Unfunded
Fourth Street Improvements											
Design & Environmental (Grand to Henderson)		$295,000									Unfunded
Construction		$1,000,000									Unfunded
Water Main Replacement - Fourth St: Henderson to Morton	$910,000										WRF
Gibbons Avenue Street Reconstruction											
Phase 1 - Indiana to Jaye											
Gibbons - Indiana to Jaye (Right of Way)			$100,000								Unfunded
Gibbons - Design and Construction			$1,000,000								Unfunded
Gibbons - Storm Drain - Indiana to Jaye			$200,000								Unfunded
Phase 2 - Jaye to Main											
Gibbons - Storm Drain - Jaye to Main					$200,000						Unfunded
Gibbons - Jaye to Main					$1,000,000						Unfunded
Grand Avenue Reconstruction - 4th to Plano											
Design connection between 4th & Plano (includes lighted crosswalk @ Rails to Trails)	$135,000										STP
Storm Drain Line	$350,000										SRF
6" line from 4th Street to 380' east of Henrahan	$400,000										WRF

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

PUBLIC WORKS - BRIDGES & STREETS PROJECTS

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
8" line from Plano to 400' west of Plano	$300,000										SRF
Grand Avenue - Construction 4th to Plano Street	$1,856,166										SB1
	$243,834	$300,000									SGT
Construction Management	$150,000										SGT
Grand Avenue Improvements											
Grand - E St (Zalud Park) to Porter Road			$427,000	$441,000							Unfunded
Grand - E St (Zalud Park) to Porter Road			$454,000	$469,000							Unfunded
Grand - G St to Porter Road			$443,000	$458,000							Unfunded
Grand Ave. Line - Water (Villa to Zalud Park)			$221,000								Unfunded
Grand Ave. ext. - W/o Prospect to Prospect - Pipe					$201,000						Unfunded
Grand Ave. - Treatment Plant to W/o Prospect - Pipe					$141,000						Unfunded
Grand Ave. - Prospect St. to SR 65 - Pipe				$341,000							Unfunded
Northwest Street Improvements											
Henderson Ave. Rehabilitation (Westwood to Patsy)											
Design Improvements	$15,000	$225,000									STP
Design - New Signal & Median Work			$25,000								Unfunded
Design Sewer Line Improvements	$25,000										SRF
Construction			$482,000								SB1
			$2,500,000								Measure R Local
Henderson @ Mathew (signal)			$600,000								Unfunded
Recycled Water line			$1,200,000								WRF
Potential Lift Station #11 Remediation			$150,000								SRF
Relocation of PRV Station			$35,000								WRF
Mathew Street Reconstruction Project											
Henderson to Monache Avenue Recons. (ROW)					$300,000						Unfunded
Henderson to Monache Avenue Recons. (Design)				$50,000	$50,000						STP
Henderson to Monache Avenue Recons. (Recon)						$3,000,000					Unfunded
Storm Drain Analysis (Mulberry, Mathew to Newcomb)		$50,000									SRF
Storm Drain Construction			$500,000								Storm Dr DF
Sewer Main Construction			$700,000								SRF
Sewer Main Design	$100,000										SRF
Henderson to Monache Recycled Water			$700,000								WRF
Henderson to Monache Water Main			$700,000								WRF
Design - Henderson to Monache - Pipe Porter Slough ditch	$25,000										WRF
Henderson to Monache - Pipe Porter Slough ditch			$700,000								WRF
Westfield Avenue Master Plan Utilities											
Storm Drain Design	$8,000										Storm Dr DF
Storm Drain Construction	$450,000										Storm Dr DF
Sewer Main Design & Construction	$1,000,000										SRF
Recyled Water Design & Construction	$700,000										WRF
Force Main Construction	$500,000										SRF
Westwood St. - Partial Reconstruction Project - Henderson Ave. to Westfield Including Porter Slough Crossing											
Environmental	$200,000										Measure R Local
Design	$50,000										STP
Design - New Signal			$25,000								Unfunded
Survey & Topography	$222,600										Measure R Local
ROW Acquisition & Easements	$150,000	$250,000									Measure R Local
Construction			$1,500,000								Unfunded
Construction of bridge			$900,000								Unfunded
Westwood @ Westfield (signal)	$45,875										TIF
City Share (Construction)			$554,125								Unfunded
Construction			$150,000								SRF
Construction			$150,000								WRF
Construction			$50,000								Storm Dr DF
Construction Management			$250,000								Unfunded

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

PUBLIC WORKS - BRIDGES & STREETS PROJECTS

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Henry Street Improvements (Putnam to Cleveland, and Cleveland east to Sierra Vista)											
Design			$150,000								Unfunded
6" Water main (Henry from Putnam to Thurman, and Cleveland from Henry to Sierra Vista) Includes PRV				$100,000							WRF
6" Sewer main (Sierra Vista midblock to Putnam)				$50,000							SRF
Street widening, CGS (Henry from Putnam to Cleveland, and Cleveland from Henry to Sierra Vista)				$1,000,000							Unfunded
Hillcrest - Morton, north 1/2 mile						$1,980,000					Unfunded
Indiana Street - Culvert Extension and Sidewalk											
Design		$75,000									Measure R Local
ROW Acquisition		$20,000									Measure R Local
Construction		$400,000									Measure R Local
Leggett Street											
Grand to Henderson Avenue						$1,690,000					Unfunded
Morton to Putnam Avenue				$2,000,000							Unfunded
Lime Street											
RR to Reid (Construction)							$1,400,000				Unfunded
Main Street											
Downtown Reconstruction											
Phase IIB - Olive and Garden Ave											
Design	$20,000										Measure R Local
Construction	$80,000										SB1
Street Light Restoration - Olive to Morton											MI
Street Light Installation - Olive to Orange		$1,000,000									Unfunded
Design (Intersection Art & Design)		$100,000									Unfunded
Phase III - Intersection Improvements		$300,000									Measure R Local
Left Turn Safety Project at North Grand/Reid											
Design		$250,000									Measure R Reg
Construction		$2,000,000									Measure R Reg
Main - Henderson to Linda Vista Widening incl. roundabout at North Grand/Reid w/Reid realignment							$25,000,000				Unfunded
Montgomery Avenue Reconstruction Project - Jaye to "H"											
Construction		$1,800,000									Unfunded
Construction Management		$180,000									Unfunded
Morton Avenue Rehabilitation/Reconstruction Project:											
Design		$500,000									SGT
Environmental		$50,000									SGT
D to Plano			$1,750,000								Unfunded
Water line replacement			$325,000								WRF
Sewer line replacement			$250,000								SRF
Recycled Water line			$325,000								WRF
Conley to D				$1,600,000							Unfunded
Water line replacement				$383,000							WRF
Sewer line replacement				$294,000							SRF
Recycled Water line				$383,000							WRF
Indiana to Conley					$1,450,000						Unfunded
Water line replacement					$346,000						WRF
Sewer line replacement					$266,000						SRF
Recycled Water line					$346,000						WRF
Prospect to Indiana						$1,450,000					Unfunded
Water line replacement						$346,000					WRF
Sewer line replacement						$266,000					SRF
Recycled Water line						$346,000					WRF

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

PUBLIC WORKS - BRIDGES & STREETS PROJECTS

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Mathew to Prospect							$2,900,000				Unfunded
Water line replacement (Newcomb to Prospect)							$350,000				WRF
Sewer line replacement (Newcomb to Prospect)							$270,000				SRF
Recycled Water line							$350,000				WRF
Westwood to Mathew		$4,000,000	$6,000,000								Unfunded
Lift Station #9 Upgrade and forced main	$1,150,000	$1,150,000									SRF
Water line replacement	$900,000	$900,000									WRF
Storm Drain	$375,000	$375,000									Storm Dr DF
Recycled Water line	$900,000	$900,000									WRF
Mulberry - Lime/Williford Rehabilitation				$2,000,000							Unfunded
Design		$300,000									Unfunded
Newcomb St Rehabilitation Project											Unfunded
Newcomb - Porter Slough to Henderson						$8,000,000					Unfunded
Newcomb - Henderson to North Grand					$4,200,000						Unfunded
Newcomb - Henderson to Westfield - Pipe			$1,500,000								WRF
Recyced Water Line			$1,500,000								WRF
Newcomb - Lift Station No. 4 (W North Grand) Pump Upgrade			$80,000								Sewer DF
Newcomb - Lift Station No. 3 (N of Mulberry) - Pump Upgrade			$100,000								Sewer DF
Newcomb - Olive to Porter Slough Reconstruction Project											
Street Reconstruction				$9,600,000							Unfunded
Construction Management				$250,000							Unfunded
Water line replacement				$800,000							WRF
Storm line installation				$2,750,000							Storm Dr DF
Replace 30" Sewer line				$2,000,000							SRF
Recycled Water line				$1,400,000							WRF
Total	**$0**										
Olive Avenue Median Island Safety Project (Beverly to Maston)											
Design	$10,000										Measure R Local
Construction	$600,000										Measure R Local
Prospect Street Rehabilitation Project											
Prospect - Olive to Morton Reconstruction										$13,000,000	Unfunded
Property acquisition									$600,000		Unfunded
Prospect - Olive to Morton Water line								$900,000			Unfunded
Design							$100,000				Unfunded
Putnam and Tomah Avenues - Concrete Improvements											
Construction		$750,000									Measure R AT
Water line replacement		$800,000									WRF
Putnam Avenue Slough Crossing - East of Jaye Street at Putnam and Kessing, across from SVMC parking lot											
Construction of culvert and TBD								$6,400,000			Unfunded
Putnam Avenue at Elderwood Curb/Gutter/Sidewalk for pedestrian connectivity to Westwood @ Thurman											
Property acquisition		$450,000									Measure R AT
Design											Measure R AT
Environmental		$100,000									Measure R AT
Construction			$494,000								ATP
			$250,000								Measure R AT
Water line replacement			$800,000								WRF
Reid Realignment											
Design & Environmental						$300,000					Measure R Reg
Acquisition						$1,200,000					Measure R Reg
Construction							$15,000,000				Measure R Reg
Scranton Avenue - SR 65 to Westwood (2 lanes)							$8,000,000				Unfunded

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

PUBLIC WORKS - BRIDGES & STREETS PROJECTS

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Scranton/Westwood/West/Worth Realignment											
Environmental & Design		$150,000									Measure R Reg
Construction			$10,000,000								Measure R Reg
			$1,137,000								CMAQ
			$3,500,000								CPF/CDS
Westwood Improvements - SR190 to Worth											
Environmental & Design		$300,000									Measure R Reg
Land Acquisition		$250,000	$250,000								Measure R Reg
Construction			$5,000,000								Measure R Reg
Teapot Dome Airport Gateway Reconstruction Project											
Environmental & Design							$2,200,000				Measure R Reg
Land Acquisition								$1,500,000			Measure R Reg
Teapot Dome - West St to SR 65									$15,000,000		Measure R Reg
West Roundabout									$3,000,000		Measure R Reg
Newcomb Roundabout									$3,000,000		Measure R Reg
Tule River Tribe Complete Streets and Two Pedestrian Bridges Project											
PA&ED	$138,000										ATP
PS&E	$408,000										ATP
R/W	$350,000										ATP
Construction		$6,284,000									ATP
Union Avenue Reconstruction Indiana Street to Jaye Street											
Design											Measure R Local
ROW Acquisition		$50,000	$200,000	$200,000	$300,000						Unfunded
Utility Relocation				$200,000	$300,000						Unfunded
Construction					$5,000,000						Unfunded
Cottage Street and Union Ave. Meter Project					$100,000						WRF
Construction Management					$225,000						Unfunded
Vandalia Median Island Project (Jaye St.)		$100,000									Measure R Local
Villa from Olive to Henderson - Porter Slough Crossing											
Construction	$850,000										SB1
Construction Management	$127,500										SB1
Total	**$977,500**										
Villa from Westfield to 650" South - Construction											
Environmental					$75,000						Unfunded
Design					$130,000						Unfunded
ROW Acquisition & Easements					$350,000						Unfunded
Water line						$250,000					WRF
Sewer line						$250,000					SRF
Storm line						$250,000					SRF
Recycled Water line						$250,000					WRF
Construction						$1,000,000					Unfunded
Construction Management						$100,000					Unfunded
Total	**$0**	**$0**	**$0**								
BRIDGES AND STREETS FY 26/27 TOTAL	**$30,479,975**										

Street Projects
Storm Drain Projects
Sewer Projects
Water Projects

PUBLIC WORKS - BRIDGES & STREETS PROJECTS

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!

SUMMARY OF BRIDGES AND STREETS FUNDING

Active Transportation Program (ATP)	$896,000	Road Repair & Accountability Act Funds (SB1)	$2,913,666
Certificate of Participation (COP)	$0	Sewer Bond Refinance (Sewer Bond Refi)	$0
Community Project Funding/Congressionally Directed Spending (CPF/CDS)	$0	Sewer Developer Fees (Sewer DF)	$0
Congestion Mitigation and Air Quality (CMAQ)	$0	Sewer Revolving Fund (SRF)	$3,785,000
General Fund (GF)	$0	Solid Waste Reserve (SW Reserve)	$60,000
General Fund Carryover (GF CO)	$0	Special Gas Tax (SGT)	$1,743,834
Highway Bridge Program (HBP)	$0	Storm Drain - Developer Fees (Storm Dr DF)	$833,000
Highway Safety Improvement Program (HSIP)	$0	Surface Transportation Program (STP)	$1,595,000
Local Transportation Funds (LTF)	$0	SWRCB Loan/Grant (SWRCB)	$0
Measure I (MI)	$3,210,000	Traffic Impact Fees (TIF)	$45,875
Measure R - Alternative Transportation (Measure R AT)	$0	Water - Developer Fees (Water DF)	$0
Measure R - Local (Measure R Local)	$2,242,600	Water Replacement Fund (WRF)	$3,945,000
Measure R - Regional (Measure R Reg)	$9,210,000	Unfunded	$0
Total			**$30,479,975**

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

PUBLIC WORKS - SIGNALS

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Upgrade of signals to ITS Technology	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	SGT
Synchronization of signals	$100,000									SGT
Traffic Management Center		$1,000,000								SGT
Equipment		$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	SGT
Traffic Safety Evaluations	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	STP
Sign & Signal - Upgrade	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	SGT
HAWK Crossings										
Morton @ Santa Fe Byway	$506,333									ATP
	$93,667									Measure R - AT
Olive Ave @ Santa Fe Byway	$506,333									ATP
	$93,667									Measure R - AT
Plano @ Chase (HAWK)	$506,333									ATP
	$93,667									Measure R - AT
Rapid Flashing Beacons - Pedestrian Crossings										
Design	$25,000									Measure R - AT
Brian Ave west of Silver Maple, incl. curb ramps	$80,000									Measure R - AT
Elderwood @ BMS, incl. curb ramps	$80,000									Measure R - AT
Mulberry and Verdugo, incl. curb ramps	$80,000									Measure R - AT
Mulberry and Belmont, incl. curb ramps	$80,000									Measure R - AT
Orange and G, incl. curb ramps	$80,000									Measure R - AT
Pioneer and Milo	$40,000									Measure R - AT
Prospect and Castle, incl. curb ramps	$80,000									Measure R - AT
Putnam @ W Putnam School, incl. curb ramps	$80,000									Measure R - AT
Westfield and Linda Way, incl. curb ramps	$80,000									Measure R - AT
Westfield and Villa	$40,000									Measure R - AT
Lighted Crosswalks - Collector & Arterial										
Design		$100,000								Measure R - AT
Highway Safety Improvement Program (HSIP)		$300,000								Measure R - AT
Morton @ Kessing St		$300,000								Measure R - AT
Morton @ Roche St		$300,000								Measure R - AT
North Grand @ Prospect St		$300,000								Measure R - AT
Traffic Signals										
Henderson @ Plano				$1,000,000						Unfunded
Henderson @ Second			$1,000,000							Unfunded
Mathew @ Morton				$1,000,000						Unfunded
Newcomb @ Mulberry										
Design	$34,000									LTF
Construction	$600,000									SGT
	$600,000									MI
Newcomb @ N. Grand				$1,200,000						Unfunded
Olive @ Prospect				$1,200,000						Unfunded
Porter Road @ Olive Avenue										
Design	$50,000									Measure R Local
Construction		$540,000								Measure R Local
	$660,000									HSIP

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

PUBLIC WORKS - SIGNALS

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Prospect @ Bel Air							$1,200,000			Unfunded
Prospect @ North Grand			$1,200,000							Unfunded
Prospect @ Pioneer			$1,200,000							Unfunded
Putnam @ Crestview				$1,200,000						Unfunded
Putnam @ Leggett		$1,200,000								Unfunded
Westfield @ Indiana		$1,200,000								Unfunded
Westfield @ Mathew		$1,200,000								Unfunded
SIGNALS FY 26/27 TOTAL	**$4,964,000**									

SUMMARY OF SIGNAL FUNDING	
Active Transportation Program Grant (ATP)	$1,518,999
Local Transportation Funds (LTF)	$34,000
Special Gas Tax (SGT)	$1,050,000
Highway Safety Improvement Program (HSIP)	$660,000
Measure I (MI)	$600,000
Measure R - Alternative Transportation (Measure R - AT)	$1,026,001
Measure R - Local (Measure R Local)	$50,000
Surface Transportation Program (STP)	$25,000
Traffic Impact Fees (TIF)	$0
Unfunded	$0
Total	**$4,964,000**

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

PUBLIC WORKS - WATER INFRASTRUCTURE

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
ANNUAL WATER PROGRAMS:											
Rehabilitate Wells	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	WRF
Electrical Upgrades for water facilities	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	WRF
Downtown Pipe Replacement Program	$300,000	$300,000	$300,000	$300,000	$300,000	$300,000	$300,000	$300,000	$300,000	$300,000	WRF
Consolidations											
Del Oro	$4,000,000	$4,000,000									SWRCB
Hope School	$3,000,000	$3,000,000									SWRCB
Water Capacity Program											
Well No. 36 - Site TBD			$4,500,000								Water DF
Well No. 37 - Includes Piping (Tule River)	$1,500,000	$3,000,000									COP
Well No. 38 - Site TBD						$4,500,000					Unfunded
Sustainable Groundwater Management Act (SGMA) Compliance											
GSA/Tule Sub-basin coordination agreement and on-going administration	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	WRF
GSA/JPA local governance	$230,000	$230,000	$230,000	$230,000	$230,000	$230,000	$230,000	$230,000	$230,000	$230,000	WRF
Alternative water capacity sources	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$1,500,000	WRF
Construction of monitoring wells	$500,000	$500,000									WRF
Monitoring Well Water Quality Testing	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	WRF
SGMA RECHARGE PROGRAM											
North recharge basin and infrastructure improvements - NW of FKC, W of Westwood											
Construction and Construction Management	$2,615,533										WRF
DR #28 (S Jaye St) dual-recharge basin and infrastructure improvements											
Environmental Review & Engineering/Design		$150,000									WRF
Construction		$1,500,000									WRF
Tule River/Jaye Street dual-recharge basin and infrastructure improvements											
Environmental Review & Engineering/Design		$175,000									WRF
Construction		$1,500,000									WRF
Rails to Trails/Vandalia ID recharge basin and infrastructure improvements											
Environmental Review & Engineering/Design							$100,000				Unfunded
Construction							$500,000				Unfunded
Stormwater Capture & Recharge	$680,000	$680,000	$680,000	$680,000	$680,000	$680,000	$680,000	$680,000	$680,000	$680,000	WRF
Total	$5,740,533										
TERTIARY TREATMENT											
Tertiary Treatment - Corporation Yard											
CEQA	$300,000										COP
Design		$500,000	$500,000								COP
Construction Phase I				$60,000,000							Unfunded
Construction Phase II					$60,000,000						Unfunded
Total	$300,000										

PUBLIC WORKS - WATER INFRASTRUCTURE

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Tertiary Treatment - Satellite Plant (PADA)											
Facility Improvements	$100,000										WRF
EAST PORTERVILLE WATER INFRASTRUCTURE											
Phase 2 Improvements											
East Porterville Booster Pump 1 & 2 Upgrade											
Property Acquisition		$100,000									WRF
Design		$450,000									WRF
Construction			$1,900,000								WRF
Well No. 34 - Equipping and Construction	$4,783,035										SWRCB
Hillcrest Water Main Replacement - EP 3MG Reservoir to Morton Avenue (18" main)											
Design & Environmental		$150,000									WRF
Construction			$1,500,000								WRF
Hillcrest Water Main Replacement - Morton to Olive Avenue (18" main)											
Design & Environmental		$150,000									WRF
Construction			$1,500,000								WRF
Generator - 400kW				$270,000							WRF
Purchase of Flatbed Trailer (Excavator)	$230,000										WRF
Martin Hill 3MG Tank Booster Pump Upgrade (VFD)	$350,000										WRF
Corp Yard Water Line Replacement/Infrastructure		$200,000									WRF
Putnam Water Line Replacement											
Putnam - Fourth to Henry		$500,000									WRF
Design		$100,000									WRF
Putnam @ Henry - PRV		$25,000									WRF
Storage Reservoir Rehabilitation Program											
Airport 300K Water Tank Cathodic Protection	$150,000										WRF
East Porterville - 3MG Tank Cathodic Protection	$200,000										WRF
Highland 305K Tank Cathodic Protection	$150,000										WRF
Scenic Heights 3MG Tank Coating & Repair		$1,200,000	$2,000,000								WRF
Scenic Heights 3MG Tank Overflow	$850,000										WRF
Success Reservoir Enlargement Project (City Share)											
Interagency Coordination, Environmental, ROW Acquisition, and Design	$175,000	$175,000	$175,000								WRF
Radio Read Water Meter Replacement Program											
Citywide meter replacement	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	WRF
Water Meter Fixed Network Data Collector	$120,000	$120,000	$120,000	$120,000	$120,000	$120,000	$120,000	$120,000	$120,000	$120,000	WRF
SCADA (Supervisory Control And Data Acquisition) System											
Retrofit	$800,000	$500,000	$500,000								WRF

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

PUBLIC WORKS - WATER INFRASTRUCTURE

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
ANNUAL WATER MASTER PLAN COMPLIANCE AND REIMBURSEMENT PROGRAM:											
Master Plan Payback	$440,282	$454,591	$469,365	$484,620	$500,370	$516,632	$533,422	$550,759	$568,658	$587,140	Water DF
STUDIES:											
Master Plan Update - Water	$40,000									$500,000	Water DF
Urban Water Management Plan - 2025 Update	$90,000										WRF
Integrated Regional Water Management Plan and Implementation	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	WRF
Tule River/Porter Slough - Clean Up	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	WRF
Tule River - JPA Administration	$17,048	$17,602	$18,174	$18,765	$19,375	$20,004	$20,654	$21,326	$22,019	$22,734	WRF
WATER INFRASTRUCTURE FY 26/27 TOTAL	**$23,900,898**										

SUMMARY OF WATER INFRASTRUCTURE FUNDING			
General Fund (GF)	$0	Water - Developer Fees (Water DF)	$480,282
Department of Water Resources (DWR)	$0	Water Replacement Fund (WRF)	$9,837,581
SWRCB Loan/Grant (SWRCB)	$11,783,035	Wastewater Treatment Facility Reserve (WWTFR)	$0
Equipment Replacement Funds (ERF)	$0	Certificates of Participation (COP)	$1,800,000
American Rescue Plan Act (ARPA)	$0	Unfunded	$0
Storm Drain Developer Fees (Storm Dr DF)	$0		
		Total	**$23,900,898**

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

PUBLIC WORKS - SEWER INFRASTRUCTURE

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
ANNUAL SEWER PROGRAMS & MASTER PLAN PAYBACK:											
Master Plan Payback	$355,537	$367,092	$380,000	$393,000	$406,000	$420,000	$434,000	$449,000	$464,000	$480,000	Sewer DF
STUDIES:											
Master Plan Update - Sewer										$500,000	Sewer DF
SEWER REPLACEMENT PROGRAM:											
Phase III - Putnam/RR to Plano		$500,000									SRF
Phase IV - Baker/Murry			$500,000								SRF
Phase V - Murry/Harrison to Putnam				$50,000							SRF
Phase VI - Roche/Alley/Henrahan					$500,000						SRF
Annexation Sewer Projects											
Design		$50,000									SRF
Annexation 480 - Chelsea Rose Area North Grand (W of Newcomb)/Rose/Baker			$1,200,000								Unfunded
Miscellaneous City Areas			$2,000,000								Unfunded
Total Annexation Sewer Projects	$0										
Lift Station Upgrade	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	SRF
SEWER INFRASTRUCTURE FY 26/27 TOTAL	**$455,537**										

SUMMARY OF SEWER INFRASTRUCTURE FUNDING

General Fund (GF)	$0	Sewer Developer Fees (Sewer DF)	$355,537
Measure I (MI)	$0	Sewer Revolving Fund (SRF)	$100,000
Sewer Bond Refinance (Sewer Bond Refi)	$0	Unfunded	$0
		Total	**$455,537**

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

PUBLIC WORKS - STORM DRAIN INFRASTRUCTURE

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
ANNUAL STORM DRAIN PROGRAMS & MASTER PLAN PAYBACK:											
Master Plan Payback	$160,000	$166,000	$172,000	$178,000	$184,000	$190,000	$197,000	$204,000	$211,000	$218,000	Storm Dr DF
STUDIES:											
Master Plan Update - Storm Drain									$500,000		Storm Dr DF
MUNICIPAL STORM SEWER SEPARATE SYSTEM (MS4) PROJECTS:											
Permit Fee	$33,021	$34,094	$35,202	$36,346	$37,528	$38,747	$40,007	$41,307	$42,649	$44,035	SRF
Compliance Program	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	SRF
Discharge Improvements	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	SRF
DRAINAGE RESERVOIR PROJECTS:											
Drainage Reservoir No. 14 Expansion - (east of Plano St., north of Grand Ave & Leggett St)											
Design, Environmental & Land Acquisition		$60,000									Storm Dr DF
Construction		$100,000									Storm Dr DF
Drainage Reservoir No. 18 (Master Plan Facility SW Cor. SR 65 & W. North Grand)											
Design		$100,000									Storm Dr DF
Construction		$500,000									Storm Dr DF
Drainage Reservoir No. 47 (Master Plan Facility Hillcrest Street, north of Henderson Avenue - Canyon Springs)											
Acquisition/Design/Etc			$450,000								Storm Dr DF
Construction & Reimbursement						$820,000					Unfunded
Drainage Reservoir No. 49 (Master Plan Facility - Red Hawk Estates)											
Acquisition/Design/Etc			$380,000								Storm Dr DF
Construction & Reimbursement						$820,000					Unfunded
Floodplain Management	$10,000			$10,000			$10,000				Storm Dr DF
Mill Ave. - Hockett/"D"				$80,000							Unfunded
North Grand Storm Drain SR 65 Crossing					$500,000						Storm Dr DF
Outfall pipeline to SR 65 Pond No. 24 (N of Linda Vista)		$751,660									Unfunded
Westfield Storm Drain - Main Street to SR65 (incl. Hayes Field)											
Design	$75,000										SRF
Construction	$400,000	$1,400,000									SRF
Onsite Hayes Field	$50,000	$125,000				`					SRF
Mulberry Storm Drain	$200,000	$600,000									SRF
STORM DRAIN INFRASTRUCTURE FY 26/27 TOTAL	**$1,178,021**										

SUMMARY OF STORM DRAIN INFRASTRUCTURE FUNDING

General Fund (GF)	$0	Storm Drain - Developer Fees (Storm Dr DF)	$170,000
Measure I (MI)	$0	Unfunded	$0
Sewer Revolving Fund (SRF)	$1,008,021		
		Total	**$1,178,021**

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

PUBLIC WORKS - WWTF

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Biosolids Hauling	$180,000	$180,000	$180,000	$180,000	$180,000	$180,000	$180,000	$180,000	$180,000	$180,000	WWTFR
Plant Air Parts and Controls Replacement	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	WWTFR
Clarifier Center Drive Replacement	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	WWTFR
Contracted Services - Compliance & Operation Oversight	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	WWTFR
De-nitrification	$1,000,000										WWTFR
						$30,000,000	$30,000,000				Unfunded
Digester #1 and #4 Repairs											
Design	$325,000										WWTFR
Construction (inc. #4 control replacement)	$500,000	$1,200,000									WWTFR
Digester Cleaning/Coating/Equipment Replacement	$117,266	$121,077	$125,012	$129,075	$133,270	$137,601	$142,073	$146,691	$151,458	$156,381	WWTFR
Effluent Meter Replacement	$40,000										WWTFR
Effluent Outfall Pump Maintenance	$120,000			$600,000							WWTFR
Emergency Generator for WWTF (400kW)	$285,000										WWTFR
Headworks Grinder Replacement Evaluation	$25,000										WWTFR
Headworks Grinder Replacement Design	$50,000										WWTFR
Headworks Grinder Replacement Construction		$400,000									WWTFR
Manhole 10A Inspection/Repair	$100,000										WWTFR
Monitor Well Evaluation and Installation	$100,000										WWTFR
Odor Control Project - Phase 2											
Design		$250,000									WWTFR
Construction			$1,750,000								Unfunded
Office Building Replacement											
Design	$200,000										WWTFR
Construction		$2,000,000									WWTFR
Total	**$200,000**										
Plant #2 Evaluation & Repairs											
Evaluation		$25,000									WWTFR
Design		$125,000									WWTFR
Construction			$400,000								Unfunded
Total	**$0**										
Plant #1 Evaluation & Repairs											
Evaluation		$25,000									WWTFR
Design incl re-asphalt		$125,000									WWTFR
Construction incl asphalt repairs			$600,000								Unfunded
Total	**$0**										
Reclamation Area Pipeline Installation	$150,000	$150,000									WWTFR
Safe Drinking Water Supply Deliveries	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	WWTFR
Screw Press/Daft Repairs	$120,000	$120,000	$120,000	$120,000	$120,000	$120,000	$120,000	$120,000	$120,000	$120,000	WWTFR
Septic Station Retrofit			$70,000								WWTFR
Sludge/Grit Staging Area											
Design		$150,000									WWTFR
Construction			$150,000								WWTFR
Sludge Line - Westwood Bridge over Tule River	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	WWTFR
Sludge Transfer Pump Replacement	$300,000										WWTFR
Sludge Bed Construction (Airport Area)		$2,500,000	$2,500,000								WWTFR

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

PUBLIC WORKS - WWTF

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Treatment Water Filling Station	$150,000										WWTFR
WAS/RAS Pump Replacement	$300,000	$300,000	$300,000	$300,000	$300,000	$300,000	$300,000	$300,000	$300,000	$300,000	WWTFR
WWTF FY 26/27 TOTAL	**$5,092,266**										

SUMMARY OF WASTEWATER TREATMENT FUNDING	
Wastewater Treatment Facility Impact Fees (WWTFIF)	$0
Wastewater Treatment Facility Reserve (WWTFR)	$5,092,266
Unfunded	$0
Total	**$5,092,266**

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

COMMUNITY DEVELOPMENT

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
PLANS & STUDIES											
ATP Update				$250,000							Unfunded
Update Circulation Element, incl fee structure, State mandated amendments, etc.	$50,000	$250,000									GF
Comprehensive General Plan Update incl CEQA				$1,000,000							Unfunded
Development Ordinance Update (inc. Hillside Develoment)	$51,000										GF
Five year Consolidated Plan				$150,000							GF
Industrial Annexations incl Environmental			$175,000								Unfunded
COMMUNITY DEVELOPMENT FY 26/27 TOTAL	**$101,000**										

SUMMARY OF COMMUNITY DEVELOPMENT FUNDING	
General Fund (GF)	$101,000
Local Transportation Funds (LTF)	$0
Measure R - Alternative Transportation (Measure R - AT)	$0
Measure R - Local (Measure R Local)	$0
Unfunded	$0
Total	**$101,000**

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

PARKS AND LEISURE

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Butterfield Corridor Improvements - West North Grand to College Avenue											
Construction	$956,000										ATP
	$550,000										Measure R - AT
Butterfield Corridor Improvements - Tule River Bridge											
Design and Environmental			$750,000								Measure R - AT
Construction				$5,000,000							Measure R - AT
Butterfield Corridor Improvements - West North Grand to Strathmore											
Design and Environmental			$500,000								Measure R - AT
Construction				$8,000,000							Unfunded
Butterfield Corridor Improvements - Yates to Teapot Dome											
Design and Environmental									$250,000		Measure R - AT
Construction										$4,000,000	Unfunded
Centennial Park Improvements											
PA System			$50,000								Unfunded
Downtown Holiday Décor	$40,000										Promos
Downtown Banners			$5,000			$5,000			$5,000		Promos
Overland Recreation Center & Park											
Construction Support - Design Team	$100,000										Prop 68
Construction	$2,121,038										Prop 68
	$900,000										Measure R - AT
	$8,336,809										MI
Library - New Facility											
Design and Construction Support	$484,850										CSLG
	$1,630,970										Insurance
CM		$1,000,000	$1,000,000								MI
Construction		$6,454,000									CSLG
		$1,000,000	$5,363,757								Unfunded
			$7,182,243								Insurance

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

PARKS AND LEISURE

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Multi-Sport Field Improvements (Santa Fe Sportsplex)											
Design	$150,000										NPS
	$500,000										CDBG
Interim Multi-use Fields		$1,737,654									CDBG
		$2,150,000									NPS
Sportsplex Lighting		$61,821									CEQA Mitigation
Restroom Facilities & Storage		$300,000									CDBG
Murry Park Pond Perimeter Path & Amenities											
Murry Park Pond Embankment Stabilization		$90,000									Unfunded
Murry Park Perimeter Path	$165,000										CDBG
Murry Park Pool											
Design	$100,000										CDBG
Restroom Renovation	$100,000										CDBG
Restroom Roof	$125,000										CDBG
Snackbar Roof		$60,000									Unfunded
Deck Resurfacing		$100,000									CDBG
Putnam Property Improvements (Henry St. Park)											
Design											
Pond and Amenities		$25,000									Insurance
Park and Amenities (Restrooms)		$50,000									Insurance
Construction											
Restrooms		$137,000									Insurance
			$163,000								Unfunded
Park Amenities and Landscaping			$125,000								Unfunded
Parking lot				$750,000							Unfunded
Total	**$0**										
Skate Board Park											
Lighting	$40,000										Measure R - AT
Sports Complex Improvements											
Booster Pump	$150,000										GFRDM
Removal from FAA jurisdiction		$250,000									Unfunded
Sports Complex New Parking Lot					$1,750,000						Unfunded
Sports Complex Pavilion			$85,000								Unfunded
Perimeter Fencing		$20,000									Unfunded
Lighted Trail				$2,060,000							Unfunded
Sports Complex Restroom/Concession/Storage			$450,000								Unfunded
Baseball Field											
Construction		$832,850									Unfunded
		$650,000									Unfunded
Trail Safety Call Boxes											Unfunded
Butterfield Install (4)		$64,000									Unfunded
Tule River Parkway (4)	$32,000	$32,000									MI
Santa Fe Byway (1)		$16,000									Unfunded
Veterans Park (1)		$16,000									Unfunded
Yearly maintenance/oper			$36,000	$36,720	$37,454	$38,203	$38,968	$39,747	$40,542	$41,353	Unfunded

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

PARKS AND LEISURE

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Tule River Parkway Improvements Lighting and Amenities (Phases I-II)											
Design/Environmental		$250,000									Unfunded
Construction			$1,500,000								Unfunded
Tule River Parkway Phase IV (SR 65 to Westwood)											
Acquisition			$800,000								Measure R - AT
Design/Environmental			$165,000								Measure R - AT
Construction				$5,500,000							Measure R - AT
Veteran's Park Trail - Phase II: Paving and Lighting (South half of trail loop, including slough crossings, and connection to trail by Helicopter Monument)											
Construction	$1,800,000										Measure R - AT
Total	$1,800,000										
Veteran's Park Trail Amenities (Restrooms, playground, Slough Crossing, Parking Lot on south side, east of pavilion)											
Design/Environmental		$150,000									Measure R - AT
Construction			$2,000,000								Measure R - AT
Splash Pad	$150,000										MI
Total	$150,000	$0									
Zalud Estate Carriage House Roof		$50,000									Unfunded
PARKS FY 26/27 TOTAL	**$18,431,667**										

SUMMARY OF PARKS FUNDING

Active Transportation Program Grant (ATP)	$956,000	Insurance Proceeeds	$1,630,970
American Rescue Plan Act (ARPA)	$0	Local Transportation Funds (LTF)	$0
Cal State Library Grant (CSLG)	$484,850	Measure I (MI)	$8,518,809
CEQA Mitigation (CEQA Mitigation)	$0	Measure R - Alternative Transportation (Measure R - AT)	$3,290,000
Clean California (Clean CA)	$0	National Park Services Grant (NPS)	$150,000
Community Development Block Grant (CDBG)	$990,000	OHV Grant (OHV)	$0
Community Promotions (Promos)	$40,000	Park Impact Fees (PIF)	$0
Congestion Mitigation Air Quality Funds (CMAQ)	$0	Proposition 68 (Prop 68)	$2,221,038
General Fund (GF)	$0	Risk Management (RM)	$0
General Fund Reserve Capital Improvements (GFRCI)	$0	Storm Drain - Developer Fees (Storm Dr DF)	$0
General Fund Reserve Deferred Maintenance (GFRDM)	$150,000	Water Replacement Fund (WRF)	$0
GF Donations	$0	Unfunded	$0
		Total	**$18,431,667**

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

POLICE

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Emergency Communications Center Repeater/Radio Upgrades, Digital Programming and Encryption	$1,013,503										ERF
PD Remodel Design (Includes SE area)			$75,000								Unfunded
Emergency Response Vehicle Preemption Retrofit			$350,000								Unfunded
Generator Replacement @ D St Station, incl. new				$100,000							Unfunded
electric panel, foundation, & appurtenant components				$140,000							Unfunded
PD Training Facility											
Rifle Range Improvements			$100,000								Unfunded
POLICE FY 26/27 TOTAL	**$1,013,503**	$0									

SUMMARY OF POLICE FUNDING	
Equipment Replacement Fund (ERF)	$1,013,503
General Fund (GF)	$0
General Fund Donations (GF Donations)	$0
General Fund Reserve Deferred Maintenance (GFRDM)	$0
Measure H (MH)	$0
Measure I (MI)	$0
Unfunded	$0
Total	**$1,013,503**

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

FIRE

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Fire Station Remodels											
Design	$38,110										MI
Emergency Operation Center/Station 71											
Design	$1,098,892										OES
Construction		$8,745,725									OES
CM/Cont			$1,500,000	$1,100,000							Unfunded
Furnishings				$250,000							Unfunded
Bauer Airfill Station				$80,000							Unfunded
Fire Station #72											
Construction	$ 954,184										MI
	$ 1,740,816										MH
CM/Contingency	$269,500										MI
	$269,500										MH
Furnishings	$100,000										MH
Training Facility											
Asphalt Rehab				$500,000							Unfunded
Fire Station #73 (PSB)											
Construction				$2,500,000							Unfunded
Fire Station #74											
Property Acquisition					$2,000,000						Unfunded
Design						$1,000,000					Unfunded
Construction							$10,000,000				Unfunded
FS#74 Type 1 Engine 2994	$199,200										ERF
Emergency Response Vehicle Preemption Retrofit		$80,000									Unfunded
FIRE FY 26/27 TOTAL	**$4,670,202**										

SUMMARY OF FIRE FUNDING	
Cal OES Grant (OES)	$1,098,892
Equipment Replacement Fund (ERF)	$199,200
Measure H (MH)	$2,110,316
Measure I (MI)	$1,261,794
Unfunded	$0
Total	**$4,670,202**

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

AIRPORT

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Airfield Electrical Improvements											
Design											FAA/AIP Grant
											CA Div of Aero
											AOF
Construction	$541,500										FAA/AIP Grant
											CA Div of Aero
	$168,500										AOF
Total	**$710,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	
Airport Layout Plan Update & Narrative											
Design				$180,000							FAA/AIP Grant
				$9,000							CA Div of Aero
				$11,000							AOF
Total	**$0**	**$0**	**$0**	**$200,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	
Fuel Island Secondary Containment Compliance											
Construction	$250,000										ARDF
Pilots Lounge/Café											
Design		$40,000									AOF
Construction			$80,000								AOF
Café Improvements (Incl Roof, Haz Material Removal,etc)			$100,000								Unfunded
Total	**$0**	**$40,000**	**$80,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	
Runway 12-30 Improvements											
Phase 1 - Relocate Perimeter Fence for Runway Shift											
Construction						$765,000					FAA/AIP Grant
						$38,250					CA Div of Aero
						$46,750					AOF
Total	**$0**	**$0**									
Phase 2 - Runway Shift											
Design				$720,000							FAA/AIP Grant
				$36,000							CA Div of Aero
				$44,000							AOF
Construction					$3,600,000	$3,600,000					FAA/AIP Grant
						$150,000					CA Div of Aero
					$400,000	$250,000					AOF
Total	**$0**	**$0**	**$0**	**$800,000**							
Runway Rehabilitation											
Pavement Mngt/Maint. Program	$140,000										FAA/AIP Grant
Design	$693,500										FAA/AIP Grant
	$34,675										CA Div of Aero
	$1,825										AOF
Construction			$8,460,000								FAA/AIP Grant
			$200,000								CA Div of Aero
			$740,000								AOF
Total	**$730,000**	**$0**	**$9,400,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

AIRPORT

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Taxiway Rehabilitation											
Maintenance	$50,000	$50,000									AOF
Reconstruction			$1,000,000								Unfunded
Total	**$50,000**	**$50,000**	**$1,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	
AIRPORT FY 26/27 TOTAL	**$1,880,000**										

SUMMARY OF AIRPORT FUNDING

Airport Operating Fund (AOF)	$220,325	Measure R (MR)	$0
Airport Replacement and Development Fund (ARDF)	$250,000	Rebuilding American Infrastructure w/Sustainability and Equity Grant (RAISE)	$0
CA Division of Aeronautics (CA Div of Aero)	$34,675	Storm Drain - Developer Fees	$0
FAA/AIP Grant	$1,375,000	Unfunded	$0
Equipment Replacement Fund (ERF)	$0		
		Total	**$1,880,000**

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

TRANSIT

PROJECT DESCRIPTION	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
ZERO EMISSION VEHICLE PROGRAM											
Paratransit and Microtransit Services											
Purchase of Vehicles	$170,000	$170,000	$170,000								LCTOP
FACILITY MAINTENANCE PROGRAM											
New Bus Maintenance Facility											
Construction Management	$1,000,000										SB125
											LTF Transit
Construction	$7,000,000										SB125
		$6,000,000									Unfunded
Total	$8,000,000										
Facility Improvements (Gates, Lobby, Furniture, etc.)	$234,459										FTA 5307
	$58,615										LTF Transit
Transit Bus Stop Shelters											FTA 5307
											LTF Transit
Transit Signal Preemption			$200,000								FTA 5307
			$50,000								LTF Transit
Transit Center Improvements	$243,000										SGR
TRANSIT FY 26/27 TOTAL	**$8,706,074**										

SUMMARY OF TRANSIT FUNDING	
FTA 5307	$234,459
FTA 5339	$0
Low Carbon Transit Operations Program (LCTOP)	$170,000
LTF Transit	$58,615
Measure R - Transit	$0
SB125	$8,000,000
State of Good Repair	$243,000
Unfunded	$0
Total	**$8,706,074**

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

MISCELLANEOUS PROJECTS											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	**26/27**	**27/28**	**28/29**	**29/30**	**30/31**	**31/32**	**32/33**	**33/34**	**34/35**	**35/36**	**26/27**
City Hall Improvements											
City Hall Painting & Rehab (Inside)				$50,000							GFRDM
City Hall Exterior Doors			$12,000								Unfunded
City Hall Roof Replacement	$700,000	$700,000									GFRDM
City Hall HVAC/Solar/Energy Efficiency		$5,000,000									Unfunded
City Facilities ADA Improvements											
ADA Improvements to City Hall		$400,000									Unfunded
ADA Transition Plan											
Facility Improvements	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	GFRDM
ADA Playground Wood Fiber - Various Parks		$40,000		$40,000		$40,000		$40,000		$40,000	GFRDM
Downtown Updates (Heritage Committee)											
Downtown PA System	$150,000										MI
Downtown Marquee		$50,000									Unfunded
Downtown ADA parking improvements		$100,000	$100,000	$100,000	$100,000	$100,000					Unfunded
Maintenance Facility											
Property Acquisition	$955,000										SW Reserve
Equipment/furniture		$1,000,000									Unfunded
Navigation Center Expansion	$854,761										ARPA
Shade Structure		$50,000									Unfunded
Technology											
Accounting Software Update	$10,000										ERF
	$30,000										WOF
	$30,000										SOF
	$30,000										SWOF
Field Services Campus Fiber Connection				$100,000							Unfunded
Field Services Connection to City Hall				$1,000,000							Unfunded
Public Safety Building connection to City Hall									$500,000		Unfunded
Blockhouse/IT Office Improvements		$100,000									Unfunded
Digitization of Records & Records Management		$20,000									GF
Permitting & Licensing Software	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	GF
Refuse											
Design of Transfer Station Improvements	$150,000										SW Reserve
Purchase of Street Sweeper	$500,000										SW Reserve
Purchase of Side Loader	$500,000										SW Reserve
Purchase of Side Loader	$500,000										SW Reserve
Purchase of Front Loader	$400,000										SW Reserve
Purchase of Roll-Off	$250,000										SW Reserve
Transfer Station Concrete Pad (Green Waste)	$300,000										SW Reserve
Transfer Station Cover	$200,000										SW Reserve
Transfer Station Scales	$350,000										SW Reserve
Entry "Welcome" Signs											
North SR 65		$250,000									Measure R Reg
South SR 65		$250,000									Measure R Reg
West Olive Avenue			$100,000								Measure R Reg
Eastbound SR 190 @ Westwood		$100,000									Measure R Reg
Westbound SR 190 @ Plano			$100,000								Measure R Reg
MISCELLANEOUS FY 26/27 TOTAL	**$6,109,761**										

CAPITAL IMPROVEMENTS STRATEGIES 2026/2027

MISCELLANEOUS PROJECTS

PROJECT DESCRIPTION	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	34/35	35/36	FUNDING FISCAL YEAR 26/27

SUMMARY OF MISCELLANEOUS FUNDING	
General Fund (GF)	$100,000
General Fund Reserve Capital Improvement (GFRCI)	$0
General Fund Reserve Deferred Maintenance (GFRDM)	$800,000
American Rescue Plan Act (ARPA)	$854,761
Congestion Mitigation Air Quality (CMAQ)	$0
Equipment Replacement Fund (ERF)	$10,000
Measure I (MI)	$150,000
Measure R - Regional (Measure R Reg)	$0
Risk Management (RM)	$0
Sewer Operating Fund (SOF)	$30,000
Solid Waste Operating Fund (SWOF)	$30,000
Solid Waste Reserve (SW Reserve)	$4,105,000
Water Operating Fund (WOF)	$30,000
Unfunded	$0
Total	**$6,109,761**

SUBJECT: Calling and Consolidating the November 3, 2026 General Municipal Election

SOURCE: Administrative Services

COMMENT: The City's next General Municipal Election is scheduled to occur on November 3, 2026. The election will include the offices currently held by Mayor Greg Meister in District 1 and Council Member Raymond Beltran in District 2, both of whose terms expire in December 2026.

The City Council is required to take several actions related to the administration of the election, including calling the election, requesting consolidation with the County of Tulare, authorizing election services to be provided by the Tulare County Registrar of Voters, and determining whether candidate statements of 200 words or fewer will be permitted and who will be responsible for the associated costs.

A. Consolidation

The City has historically consolidated its municipal elections with the County of Tulare pursuant to Elections Code Section 10400. Consolidation allows the Tulare County Registrar of Voters to administer election-related services on behalf of the City in accordance with State election laws.

The Tulare County Registrar of Voters would provide the following services for the November 3, 2026 General Municipal Election:

1. Distribute and file nomination papers and candidate statements for candidates for City offices;
2. Make all required publications;
3. Prepare, print, and mail sample ballots and voter information pamphlets to qualified electors;
4. Provide Vote by Mail ballots in accordance with State law;
5. Order consolidation of precincts, appoint precinct boards, designate polling places, and instruct election officers concerning their duties;
6. Conduct and canvass the returns of the election and certify the votes cast to the City;
7. Prepare, print, and deliver election supplies, including official ballots and receipts for supplies;

8. Recount votes, if requested, in accordance with State law;
9. Conduct election duties in accordance with the Voting Rights Act of 1975; and
10. Perform all other election-related services required by law, except Fair Political Practices Commission (FPPC) requirements, which shall remain the responsibility of the City Clerk.

B. Candidate Statements:
The City Council must also determine whether candidate statements of 200 words or fewer will be permitted for inclusion in the voter information materials distributed by the Tulare County Registrar of Voters and whether the City or individual candidates will bear the associated costs.

The estimated cost for candidate statements is based upon the number of registered voters within each district and is shared proportionally among participating candidates. The current estimated costs are as follows:

- District 1 – Approximately $750
- District 2 – Approximately $750

These costs represent estimated deposits and will be reconciled by the County following the election once actual printing and distribution costs are determined.

Historically, the City Council has utilized different approaches regarding candidate statement costs. In some election cycles, the City paid the costs associated with candidate statements, while in other elections, including the 2024 election, the candidates paid the costs directly. The City Council may also consider a cost-sharing approach between the City and candidates.

Staff has budgeted approximately $35,000 within the General Fund for election-related services associated with the November 3, 2026 General Municipal Election. For Council's information, the City currently has approximately 27,469 registered voters.

RECOMMENDATION: That the City Council:
1. Adopt the draft Resolution calling and consolidating the November 3, 2026 General Municipal Election and requesting election services from the Tulare County Registrar of Voters;
2. Determine whether candidate statements of 200 words or fewer will be permitted and whether the City or the candidate shall be responsible for the associated costs;
3. Authorize the Tulare County Registrar of Voters office located

at 5300 W. Tulare Avenue, Suite 105, Visalia, California 93277, to serve as the Central Counting Place for the November 3, 2026 General Municipal Election; and
4. Authorize payment to the Tulare County Registrar of Voters upon receipt of an invoice for election services rendered.

ATTACHMENTS:
1. November 3, 2026 Election Timetable
2. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

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

General Election
November 3, 2026

Nomination Period	July 13, 2026 – August 7, 2026 Extension: August 10, 2026 – August 12, 2026 Only If Incumbent Does Not File
Deadline to Change Ballot Designation	July 28, 2026
Vote by Mail Ballots Mailed	October 5, 2026
Last Day to Register to Vote For this Election	October 19, 2026
Ballot Drop Boxes Open	October 6, 2026*
Conditional Voter Registration	October 28, 2026 – November 3, 2026
Last Day to Request a Vote by Mail Ballot	October 27, 2026
Write-in Period	September 7, 2026 – October 20, 2026

Appointments must be made in advance in order to file Nomination Documents with the Registrar of The appointment scheduler will become available on our website beginning July 6, 2026.

MEASURES

Deadline to Verify District Boundaries for Measures	July 1, 2026
Time Frame for District to File Paperwork to Consolidate a Measure**	June 29, 2026 – August 7, 2026
Time Frame to File Arguments	At Least 10 Days After Original Filing
Time Frame to File Rebuttal Arguments	10 Days After Argument is Filed

**Measures submitted after August 7, 2026 may not be consolidated with the election if there are boundary changes or special boundaries to implement.

RESOLUTION NO. ____-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CALLING AND CONSOLIDATING THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION AND REQUESTING ELECTION SERVICES FROM THE TULARE COUNTY REGISTRAR OF VOTERS

WHEREAS, California Elections Code requires a general district election be held in each City to choose a successor for each elective office whose term will expire on the first Friday in December following the election to be held on the first Tuesday after the first Monday in November in each even-numbered year; and

WHEREAS, other elections may be held in whole or in part of the territory of the City of Porterville, and it is to the advantage of the City to consolidate pursuant to Elections Code Section 10400; and

WHEREAS, Elections Code Section 10520 requires each city involved in a general election to reimburse the county for actual cost incurred by the county elections official in conducting the election for that city; and

WHEREAS, Elections Code Section 13307(3c) requires that before the nominating period opens, the governing body must determine whether a charge shall be levied against each candidate submitting a candidate statement to be sent to the voters;

WHEREAS, Elections Code Section 12112 requires the elections official of the principal county to publish a notice of the election once in a newspaper of general circulation in the City; and

WHEREAS, pursuant to the Elections Code, the governing body of any city may, by Resolution, request the Board of Supervisors of the County to permit the County Elections Official to render specified services to the city relating to the conduct of an election;

NOW THEREFORE, **BE IT RESOLVED** by the City Council of the City of Porterville, that an election be held within the territory included in this city on the 3rd Day of November 2026, for the purpose of electing members to the City Council of said city in accordance with the following specifications:

1. The Election shall be held on Tuesday, the 3rd day of November 2026. The purpose of the election is to choose members of the City Council for the following offices:

   District One
   One (1) Member of the City Council
   Term of Four Years

   District Two
   One (1) Member of the City Council

Term of Four Years

2. This City Council hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the City, as provided in Elections Code Section 10400.

3. The City will reimburse the County of Tulare for the actual cost incurred by the County Registrar of Voters in conducting the general district election upon receipt of a bill stating the amount due as determined by the Elections Official.

4. The City Council has determined that the _____ will pay for the Candidates Statement. The Candidates Statement will be limited to 200 words.

5. The City Council directs that the County Registrar of Voters of the principal county public the notice of election in The Porterville Recorder, which is a newspaper of general circulation that is regularly circulated in the territory.

6. The Board of Supervisors of Tulare County is hereby requested to permit the County Registrar of Voters to render services to the City of Porterville relating to the conduct of the November 3, 2026 General Municipal Election as follows:

    a. Distribute and file nomination papers and candidate statements for candidates for City offices.

    b. Make all required publications.

    c. Prepare, print, and mail to the qualified electors of the City sample ballots and voter pamphlets.

    d. Provide Vote by Mail Ballots for said General Municipal Election for use by registered voters in the manner provided by law.

    e. Order consolidation of precincts, appoint precinct boards, designate polling places and instruct election officers concerning their duties.

    f. Conduct and canvass the returns of the election and certify the votes cast.

    g. Prepare, print and deliver to the polling places supplies, including the official ballots and a receipt for said supplies.

    h. Recount votes, if requested, in accordance with state law.

    i. Conduct the above election duties in accordance with the Voting Rights Act of 1975.

j. Perform all other pertinent services required to be performed for said election other than the requirements of the Fair Political Practices Commission; said Fair Political Practices Commission requirements to be performed by the City Clerk.

PASSED, **APPROVED AND ADOPTED** this 2nd day of June, 2026.

_____
Greg Meister, Mayor

ATTEST:
Rich Tree, City Clerk

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